
Parties

TE RŪNANGA O NGĀI TAHU

and

HER MAJESTY THE QUEEN

in right of New Zealand

DEED OF SETTLEMENT
SECTION 11

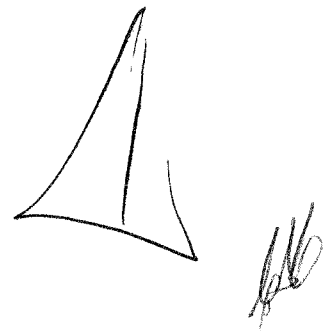
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SECTION 11 - MAHINGA KAI TRANSFER AND VESTING OF PROPERTIES

11.1 DEFINITIONS AND INTERPRETATION

11.1.1 In this *Section 11*, the following terms shall have the meanings set out below:

Maimai means any hide or shelter for the purpose of game-bird hunting, and any wheeled mobile hide or shelter that is parked temporarily for the same purpose (but does not include portable hides or shelters that are built and removed on the same day);

Transfer Value means, in respect of each Tribal Property, the purchase price to be paid by Te Rūnanga to the Crown, as determined by the methodology and process set out in *Attachment 11.15*;

Tribal Properties means the properties specified in *Attachments 11.8, 11.9, 11.10, 11.12 and 11.16* which are being vested in fee simple, the properties specified in *Attachments 11.23, 11.31, 11.31A and 11.31B*, which are being vested as reserves, and the properties specified in *Attachments 11.7 and 11.13* which are being vested in fee simple subject to section 38 of the Reserves Act 1977, and, where the context requires, means one of those properties.

11.1.2 Unconditional Obligations

Clause 17.1 (which provides that this Deed is conditional on the Settlement Legislation coming into force) does not apply to *clauses 11.2.18, 11.2.25 to 11.2.29, 11.4.11A, 11.6.11, 11.7.11 and 11.8.10*, or to those parts of the Valuation Methodology (as set out in *Attachment 11.15*) which require performance or action to be taken before the Settlement Date.

11.2 LAND TO BE VESTED IN TE RŪNANGA IN FEE SIMPLE

11.2.1 Vesting of Tuku Tuku Iwi

The Crown agrees that the Settlement Legislation will provide for the revocation of the historic reserve status of Tuku Tuku Iwi as described in *Attachment 11.1* and the vesting of the fee simple estate in Tuku Tuku Iwi in Te Rūnanga without charge.

11.2.2 Vesting of Te Parinui o Whiti

The Crown agrees that the Settlement Legislation will provide for the revocation of the conservation status of Te Parinui o Whiti as described in *Attachment 11.2* and the vesting of the fee simple estate in Te Parinui o Whiti in Te Rūnanga, without charge and free from the requirement under Part IVA of the Conservation Act 1987 to reserve a marginal strip.

11.2.3 Te Parinui o Whiti Landlocked

Te Rūnanga acknowledges that Te Parinui o Whiti (as described in *Attachment 11.2*) is completely bordered by the sea and private land and therefore there is no legal access to Te Parinui o Whiti. The Crown agrees that the Settlement Legislation will provide that section 129B of the Property Law Act 1952 will not apply, and neither the Crown nor any third party will be obliged to provide or facilitate access for Te Rūnanga to Te Parinui o Whiti.

11.2.4 Sinclair Wetlands, Otago

The Crown agrees that, subject to *clause 11.2.4A*, the Settlement Legislation will provide for the vesting in Te Rūnanga without charge of Sinclair Wetlands, as described in *Attachment 11.3*, and if necessary and applicable, free from the requirement under Part IVA of the Conservation Act 1957 to reserve a marginal strip.

11.2.4A Te Rūnanga to Assume Liability Under Sinclair Agreement

Te Rūnanga agrees that the agreement of the Crown pursuant to *clause 11.2.4* to vest Sinclair Wetlands in Te Rūnanga is subject to the entry by Te Rūnanga on the Settlement Date into a Deed of Assignment pursuant to which Te Rūnanga will:

- (a) assume all of the Crown's liabilities and obligations pursuant to, and become the principal obligor under, the unregistered agreement described in *Attachment 11.3*; and
- (b) indemnify the Crown for any breach by Te Rūnanga of those obligations;

provided that that unregistered agreement is still in existence in any form on the Settlement Date.

11.2.4B Other Matters in Respect of Sinclair Wetlands

Te Rūnanga and the Crown note that is is one of the objectives of the vesting of Sinclair Wetlands in Te Rūnanga that it be vested with the ability for Te Rūnanga to use it for purposes which would be consistent with the purposes of a Ngā Whenua Rāhui kawenata under Section 77A of the Reserves Act 1977.

Accordingly, if the Covenant described in *Attachment 11.3* continues to bind Sinclair Wetlands, then between the date of this Deed and the Settlement Date, the Crown and Te Rūnanga, after consultation with Mr H.A. Sinclair, will approach the Queen Elizabeth The Second National Trust with a view to obtaining the agreement of that Trust to replacing the Covenant described in *Attachment 11.3* with a Ngā Whenua Rāhui kawenata which achieves similar purposes to the said Covenant, prior to the vesting of Sinclair Wetlands in Te Rūnanga pursuant to *clause 11.2.4*.

11.2.5 Vesting of Te Waiomākua

The Crown agrees that the Settlement Legislation will provide for the revocation of the reserve status of Te Waiomākua as described in *Attachment 11.4* and the vesting of the fee simple estate in Te Waiomākua in Te Rūnanga without charge.

11.2.6 Vesting of Greenpark Huts

The Crown agrees that the Settlement Legislation will provide for the revocation of the conservation status of Greenpark Huts as described in *Attachment 11.5* and the vesting of the fee simple estate in Greenpark Huts in Te Rūnanga without charge.

11.2.7 Vesting of Motutapu

The Crown agrees that the Settlement Legislation will provide for the vesting of the fee simple estate in Motutapu (as described in *Attachment 11.6*) in Te Rūnanga without charge and free from the requirement under Part IVA of the Conservation Act 1987 to reserve a marginal strip.

11.2.8 Vesting of Ōkeina (Okains Bay)

The Crown agrees that the Settlement Legislation will provide for the cancellation of the appointment of the Banks Peninsula District Council to control and manage Ōkeina (Okains Bay) as a recreation reserve under the Reserves Act 1977, the revocation of the reserve status of Ōkeina (Okains Bay) and the vesting of the fee simple estate in the land which comprises Ōkeina (Okains Bay) as described in *Attachment 11.7*, and the building known as “Tini Ara Pata” on that land, in Te Rūnanga without charge. For the avoidance of doubt, references in this *clause 11.2.8* and *clauses 11.2.8A, 11.2.9, 11.2.9A and 11.2.9B* to the Banks Peninsula District Council include its successors.

11.2.8A Title Extends to Land Only

The Crown agrees that the Settlement Legislation will provide that:

- (a) ownership of the structures and improvements attached to or on the land which comprises Ōkeina (Okains Bay), except for the building known as “Tini Ara Pata”, shall not be vested in Te Rūnanga but shall be vested in the Banks Peninsula District Council to be held in trust and maintained and administered (and replaced as considered necessary by the Banks Peninsula District Council) by the Banks Peninsula District Council for the benefit of the Ōkeina (Okains Bay) community, whether or not the land which comprises Ōkeina/Okains Bay continues to be controlled and managed as if it were a recreation reserve under the Reserves Act 1977;

- (b) Banks Peninsula District Council shall not be obliged to remove the structures and improvements which it owns from their current location on the land, but may do so if it wishes;
- (c) Banks Peninsula District Council shall have rights of unrestricted access over the land which comprises Ōkeina (Okains Bay) for the purposes of use and maintenance of structures and improvements, whether or not that land continues to be controlled and managed as if it were a recreation reserve under the Reserves Act 1977;
- (d) all existing lawful rights of public access to the foreshore and adjoining beach and the stream adjacent to Okēina (Okains Bay) and of public access to and recreational use and enjoyment of the Banks Peninsula District Council's structures and improvements on the land comprising Ōkeina (Okains Bay) shall remain unaffected by the vesting of title to the land in Te Rūnanga, for as long as, and to the extent that, such rights otherwise remain lawful, and subject to any regulation of such access and use by the Banks Peninsula District Council pursuant to the terms of its appointment to control and manage Ōkeina (Okains Bay) under *clause 11.2.9*.

11.2.9 Management of Ōkeina (Okains Bay) by Banks Peninsula District Council

Te Rūnanga agrees to Ōkeina (Okains Bay) being managed and controlled by the Banks Peninsula District Council in accordance with section 38(2) of the Reserves Act 1977 with effect from the Settlement Date, as if it were a Recreation Reserve and subject to the restrictions, terms and conditions set out in *Attachment 11.7*.

The Crown agrees that the Settlement Legislation will provide that:

- (a) for the purposes of sections 38(1) and 38(2) of the Reserves Act 1977, the agreement of Te Rūnanga as owner of the land pursuant to this *clause 11.2.9* shall be deemed to be sufficient, and the approval of the Minister of Conservation shall be deemed to have been given to, Banks Peninsula District Council managing and controlling Ōkeina (Okains Bay) as if it were a recreation reserve and subject to the restrictions, terms and conditions set out in *Attachment 11.7*;
- (b) the District Land Registrar shall be directed to record on the Certificate of Title for the land comprising Ōkeina (Okains Bay):
 - (i) the vesting of the structures and improvements on the land in Banks Peninsula District Council;
 - (ii) the vesting of Tini Ara Pata in Te Rūnanga;


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- (ii) the rights of Banks Peninsula District Council to use and maintain structures and improvements and to have unrestricted access to them for these purposes;
- (iii) the management and control of the land by Banks Peninsula District Council pursuant to *clause 11.2.8A* and this *clause 11.2.9*; and
- (iv) the existing lawful rights of public access and of recreational use and enjoyment affecting part of the land preserved under *clause 11.2.8A(f)*; and

those matters shall be deemed to amount to interests within the meaning of section 62 of the Land Transfer Act 1952, and be capable of registration under the Land Transfer Act 1952 (to the extent that they do not already amount to such interests).

11.2.9A Continuing Management and Control

Te Rūnanga and the Crown acknowledge and confirm that the management and control by Banks Peninsula District Council of Ōkeina (Okains Bay) as if it were a recreation reserve pursuant to *clause 11.2.9* is intended to continue in perpetuity.

11.2.9B Lease of Garage

Te Rūnanga and the Crown note the existence of the agreement entitled "Deed of Lease" dated 1 April 1997 to John Edward Hartley and agree that that agreement and any rights which may exist under it shall not be affected by the vesting of the land comprising Ōkeina (Okains Bay) in Te Rūnanga or the vesting of the buildings in Banks Peninsula District Council pursuant to this Deed.

11.2.10 Vesting of South Bay - Kaikoura

The Crown agrees that the Settlement Legislation will provide, subject to *clauses 11.2.24* and *11.2.25*, for the revocation of the reserve status of South Bay - Kaikoura as described in *Attachment 11.8* and the vesting of the fee simple estate in South Bay - Kaikoura in Te Rūnanga.

11.2.11 Vesting of The Point - Kaikoura

The Crown agrees that the Settlement Legislation will provide, subject to *clauses 11.2.24* and *11.2.25*, for the revocation of the reserve status of The Point - Kaikoura as described in *Attachment 11.9* and the vesting of the fee simple estate in The Point - Kaikoura in Te Rūnanga.

11.2.12 Whakamātakiuru (Ellesmere Landing) Preamble

The area known as Whakamātakiuru (Ellesmere Landing), as described in *Attachment 11.10*, is currently administered as a landing reserve by the Selwyn District Council. The Selwyn District Council considered Whakamātakiuru

(Ellesmere Landing) and its future management at a meeting on 14 August 1996 and passed the following resolution at that meeting:

“That Council advise the Crown Negotiator that they are not opposed to the land being considered for transfer to the Ngāi Tahu as a part of the settlement subject to:

- (a) The occupants be consulted by the Crown and their interests catered for
- (b) The road to the landing reserve being surveyed and designated as a legal road to protect public access to the landing
- (c) An agreement reached to close the paper roads adjacent on MR 806 and the costs of disposal be used to cover the expenses of road legalisation on R 806
- (d) Satisfactory negotiations in regard to the transfer of ownership of the water supply that services the dwellings situated on R 806.”

11.2.13 Vesting of Whakamātakiuru (Ellesmere Landing)

The Crown agrees that the Settlement Legislation will provide, subject to *clauses 11.2.24 and 11.2.25*, for the revocation of the reserve status of Whakamātakiuru (Ellesmere Landing) as described in *Attachment 11.10* and the vesting of the fee simple estate in Whakamātakiuru (Ellesmere Landing) in Te Rūnanga, free from the requirement under Part IVA of the Conservation Act 1987 to reserve a marginal strip.

11.2.14 Leases to be Offered to the Present Occupiers of Whakamātakiuru (Ellesmere Landing)

Te Rūnanga agrees to offer formal leases for a term of 5 years with one right of renewal for a further term of 5 years to the present occupiers of Whakamātakiuru (Ellesmere Landing) upon the vesting of Whakamātakiuru (Ellesmere Landing), such leases to be on the terms set out in *Attachment 11.11*, or on such better terms or conditions for the lessee as Te Rūnanga agrees. It is noted that the occupants of Whakamātakiuru (Ellesmere Landing) met with representatives of Te Rūnanga to discuss the matter.

11.2.15 Status Quo Retained Until Leases Issued

Te Rūnanga agrees that until leases are offered to the present occupiers of Whakamātakiuru (Ellesmere Landing) in accordance with *clause 11.2.14*, their occupation of the land will not be interfered with or altered by Te Rūnanga.

11.2.16 Application of the Resource Management Act

The Crown agrees that the Settlement Legislation will provide that section 11 and Part X of the Resource Management Act 1991 will not apply to any lease granted pursuant to *clause 11.2.14* if that lease is granted for a term of 20 years or longer (including any rights of renewal).

11.2.17 Survey and Formalisation of Road Through Whakamātakiuru (Ellesmere Landing)

Acting with the agreement of the Selwyn District Council as set out in the Preamble in *clause 11.2.12*, the Crown agrees that the Settlement Legislation will provide for the laying out of the existing formed road through Whakamātakiuru (Ellesmere Landing) as shown in *Allocation Plan A 196* (SO Plan 19862) as a road pursuant to Part XXI of the Local Government Act 1974 to provide public access through Whakamātakiuru (Ellesmere Landing).

11.2.18 Crown to Pay All Costs of Surveying Road

The Crown agrees to pay the costs of laying out the road through Whakamātakiuru (Ellesmere Landing) pursuant to *clause 11.2.17*.

11.2.19 Closure of Paper Roads on Whakamātakiuru (Ellesmere Landing Reserve)

Te Rūnanga and the Crown note that, upon investigation, it has been determined that there are no paper roads on Whakamātakiuru (Ellesmere Landing Reserve) to be closed.

11.2.20 Continuation of Water Supply

Te Rūnanga and the Crown note that pursuant to a letter from the Selwyn District Council dated 19 September 1997, the Selwyn District Council agreed to retain the ownership of, and the responsibilities in relation to the maintenance and operation of, the water supply to Whakamātakiuru (Ellesmere Landing Reserve). It was also agreed that this does not preclude Te Rūnanga and the Selwyn District Council agreeing to some other form of ownership, maintenance and operation of the water supply at any time in the future.

11.2.21 Vesting of Matariki

The Crown agrees that the Settlement Legislation will provide, subject to *clauses 11.2.24* and *11.2.25*, for the vesting of the fee simple estate in Matariki, as described in *Attachment 11.12*, in Te Rūnanga, free from the requirement under Part IVA of the Conservation Act 1987 to reserve a marginal strip.

11.2.22 Vesting of Taramea (Howells Point)

The Crown agrees that the Settlement Legislation will provide, subject to *clauses 11.2.24* and *11.2.25*, for the revocation of the reserve status of Taramea (Howells

Point) as described in *Attachment 11.13* and the vesting of the fee simple estate in Taramea (Howells Point) in Te Rūnanga.

11.2.23 Administration of Taramea (Howells Point) as a Reserve

Te Rūnanga agrees, notwithstanding *clause 11.2.22*, that Taramea (Howells Point) will be managed and controlled by a body consisting of three persons nominated by Te Rūnanga and three persons nominated by the Riverton Community Council as set out in *Attachment 11.14*, and in accordance with section 38(2) of the Reserves Act 1977, with effect from the Settlement Date, as if it were a Recreation Reserve and subject to the terms, restrictions and conditions set out in *Attachment 11.14*. The Crown agrees that the Settlement Legislation will provide that the agreement of Te Rūnanga in this *clause 11.2.23* shall be sufficient for the purposes of section 38(2) of the Reserves Act 1977.

TRIBAL PROPERTIES

11.2.24 Value to be Paid by Te Rūnanga

Te Rūnanga and the Crown agree that, subject to *clauses 11.2.25* and *11.2.28*, an amount equal to the Transfer Value of each of the Tribal Properties will be paid by Te Rūnanga to the Crown on the date on which that Tribal Property is transferred to or vested in Te Rūnanga pursuant to *clause 11.2.30* and as a pre-condition to transfer or vesting.

11.2.25 Right Not to Accept the Tribal Properties

Te Rūnanga agrees that it will notify the Crown in writing, within 25 Business days after the valuation process has been completed for each Tribal Property in accordance with *Attachment 11.15*, as to whether or not it intends to accept transfer or vesting of that Tribal Property.

11.2.26 Access to Properties

The Crown agrees to allow Te Rūnanga's representatives access to the Tribal Properties on reasonable notice and at reasonable times of the day to assist Te Rūnanga in its assessment of their Market Value (as that term is defined in *Attachment 11.15*).

11.2.27 Notification of Material Events

To assist Te Rūnanga in its assessment of the Market Value (as that term is defined in *Attachment 11.15*) of the Tribal Properties, the Crown shall notify Te Rūnanga as soon as the Crown becomes aware of any event affecting the Tribal Properties occurring prior to the date of vesting of the Tribal Properties pursuant to *clause 11.2.30*, and which would be reasonably material to a prudent purchaser's decision to purchase a similar property.

11.2.28 Occurrence of Material Event

Te Rūnanga and the Crown agree that, if the Crown notifies Te Rūnanga of an event affecting a Tribal Property pursuant to *clause 11.2.27* at any time after Te Rūnanga has notified the Crown that it intends to accept transfer or vesting of that Tribal Property, but prior to the date of its vesting or transfer pursuant to *clause 11.2.30*, then Te Rūnanga shall as soon as reasonably practicable thereafter (but in any event by no later than 10.00 am on the date on which that Tribal Property is to be vested or transferred to Te Rūnanga pursuant to *clause 11.2.30*) notify the Crown in writing that it does not intend to accept the vesting or transfer of that Tribal Property, and that Tribal Property shall not be transferred to or vested in Te Rūnanga. In the event that Te Rūnanga receives notification of a material event within 3 Business Days before the date on which a Tribal Property is to be vested, then the date of vesting of that Tribal Property shall be deferred by 3 Business Days.

11.2.29 Diminution in Value

Te Rūnanga and the Crown agree that, in the event that prior to the date of vesting or transfer of a Tribal Property pursuant to *clause 11.2.30*, that Tribal Property is destroyed or damaged and such destruction or damage has not been made good by the date on which that Tribal Property is to be vested or transferred pursuant to *clause 11.2.30* then if the destruction or damage has been sufficient to render that Tribal Property incapable of being reasonably enjoyed by Te Rūnanga for the purpose for which Te Rūnanga is to acquire it on the date on which that Tribal Property is to be vested or transferred pursuant to *clause 11.2.30*, Te Rūnanga may:

- (a) complete the acquisition of the Tribal Property at a price equal to the Transfer Value less a sum equal to the amount of diminution in value of that Tribal Property as at the date of vesting or transfer of that Tribal Property pursuant to *clause 11.2.30*; or
- (b) notify the Crown in writing that it does not intend to accept the vesting or transfer of that Tribal Property, and that Tribal Property shall not be transferred to or vested in Te Rūnanga.

11.2.30 Vesting of the Tribal Properties

The Crown agrees that the Settlement Legislation will provide that, if Te Rūnanga notifies the Crown in accordance with *clause 11.2.25* that it intends to accept transfer or vesting of a Tribal Property, then subject to *clauses 11.2.24, 11.2.28* and *11.2.29(b)* and notwithstanding *clauses 20.4.10* and *20.4.12*, the reserve or conservation status of that Tribal Property will be revoked and that Tribal Property will be transferred to or vested in Te Rūnanga, pursuant to this *clause 11.2*, on the later of:



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- (a) the Settlement Date; or
- (b) the Business Day following the date of receipt by the Crown of such notification,

and:

- (i) where a Tribal Property is being vested in fee simple, a certificate of title under the Land Transfer Act 1952, subject to all disclosed registrable encumbrances or other agreed matters required to be noted on the titles, will be issued as soon as reasonably practicable thereafter but in any event by no later than 12 months thereafter (or such later date as may be agreed by Te Rūnanga and the Crown); or
- (ii) where a valid certificate of title exists already in respect of a Tribal Property which is being transferred in fee simple, a transfer of such certificate into the name of Te Rūnanga shall be submitted for registration on the date in which the relevant property is to be transferred pursuant to this *clause 11.2.30*.

11.2.31 Limit on Crown's Obligations

Te Rūnanga and the Crown agree that if Te Rūnanga chooses not to accept transfer or vesting of any of the Tribal Properties or does not notify the Crown of its intention pursuant to *clause 11.2.25*, the Crown shall have no further obligations to Te Rūnanga in respect of those Tribal Properties.

11.3 LAND TO BE VESTED IN TE RŪNANGA SUBJECT TO PROTECTED PRIVATE LAND AGREEMENTS

11.3.1 Definitions

In this clause:

Huriawa means the land described in *Attachment 11.18* and vested in Te Rūnanga pursuant to *clause 11.3.4*;

South Bay/Kaikoura Peninsula means the land described in *Attachment 11.16* and vested in Te Rūnanga pursuant to *clause 11.3.2*;

Māpoutahi means the land described in *Attachment 11.19* and vested in Te Rūnanga pursuant to *clause 11.3.5*;

Moturata means the land described in *Attachment 11.17* and vested in Te Rūnanga pursuant to *clause 11.3.3*;



Protected Land means Huriawa, South Bay/Kaikoura Peninsula, Māpoutahi and Moturata.

11.3.2 South Bay/Kaikoura Peninsula

The Crown agrees that the Settlement Legislation will provide for:

- (a) the revocation of the Harbour Purpose reserve status of South Bay/Kaikoura Peninsula, notwithstanding sections 24 and 25 of the Reserves Act 1977;
- (b) subject to *clauses 11.2.24 and 11.2.25* the vesting of the fee simple estate in South Bay/Kaikoura Peninsula in Te Rūnanga pursuant to *clause 11.2.30* and, subject to *clause 11.3.6*, for Kaikoura Peninsula to be declared to be protected private land under section 76 of the Reserves Act 1977; and
- (c) the District Land Registrar to be directed to note a memorial on the title of South Bay/Kaikoura Peninsula to record that South Bay/Kaikoura Peninsula is declared to be protected private land under section 76 of the Reserves Act 1977 and the date of the agreement entered into pursuant to *clause 11.3.6(b)*.

11.3.3 Moturata

The Crown agrees that the Settlement Legislation will provide for:

- (a) the revocation of the scenic reserve status of Moturata, notwithstanding sections 24 and 25 of the Reserves Act 1977;
- (b) the vesting of the fee simple estate in Moturata in Te Rūnanga without charge on the Settlement Date free from the requirement under Part IVA of the Conservation Act 1987 to reserve a marginal strip and, subject to *clause 11.3.6*, for Moturata to be declared to be protected private land under section 76 of the Reserves Act 1977; and
- (c) the District Land Registrar to be directed to note a memorial on the title of Moturata to record that Moturata is declared to be protected private land under section 76 of the Reserves Act 1977 and the date of the agreement entered into pursuant to *clause 11.3.6(a)*.

11.3.4 Huriawa

The Crown agrees that the Settlement Legislation will provide for:

- (a) the revocation of the historic reserve status of Huriawa, notwithstanding sections 24 and 25 of the Reserves Act 1977;

- (b) the vesting of the fee simple estate in Huriawa in Te Rūnanga without charge on the Settlement Date free from the requirement under Part IVA of the Conservation Act 1987 to reserve a marginal strip and, subject to *clause 11.3.6*, for Huriawa to be declared to be protected private land under section 76 of the Reserves Act 1977; and
- (c) the District Land Registrar to be directed to note a memorial on the title of Huriawa to record that Huriawa is declared to be protected private land under section 76 of the Reserves Act 1977 and the date of the agreement entered into pursuant to *clause 11.3.6(a)*.

11.3.5 Māpoutahi

The Crown agrees that the Settlement Legislation will provide for:

- (a) the revocation of the historic reserve status of Māpoutahi, notwithstanding sections 24 and 25 of the Reserves Act 1977;
- (b) the vesting of the fee simple estate in Māpoutahi in Te Rūnanga without charge on the Settlement Date free from the requirement under Part IVA of the Conservation Act 1987 to reserve a marginal strip and, subject to *clause 11.3.6*, for Māpoutahi to be declared to be protected private land under section 76 of the Reserves Act 1977; and
- (c) the District Land Registrar to be directed to note a memorial on the title of Māpoutahi to record that Māpoutahi is declared to be protected private land under section 76 of the Reserves Act 1977 and the date of the agreement entered into pursuant to *clause 11.3.6(a)*.

11.3.6 Implementation

Te Rūnanga and the Crown agree that:

- (a) Te Rūnanga and the Minister of Conservation shall on the Settlement Date enter into agreements in the forms set out in *Attachment 11.20* in respect of Huriawa, Māpoutahi, and Moturata;
- (b) Te Rūnanga and the Crown shall enter into an agreement in the form set out in *Attachment 11.20* in respect of South Bay/Kaikoura, on the date on which it is vested in Te Rūnanga pursuant to *clause 11.2.30*; and
- (c) within 21 Business Days after the Settlement Date, the Crown through the Minister of Conservation shall declare, by notice in the New Zealand Gazette, the Protected Land to be protected private land pursuant to section 76 of the Reserves Act 1977.

11.3.7 Discontinuance of Agreements

The Crown agrees that the Settlement Legislation will provide for the parties to be able to agree to discontinue any of the agreements entered into pursuant to *clause 11.3.6(a) and (b)* in which case the memorials required by *clauses 11.3.2(c), 11.3.3(c), 11.3.4(c) and 11.3.5(c)* will be removed from the title of the Protected Land.

11.4 TE RŪNANGA TO ADMINISTER RESERVES

11.4.1 Te Rūnanga to be Administering Body

The Crown agrees that the Settlement Legislation will provide for the definition of “Administering body” in section 2 of the Reserves Act 1977 to include Te Rūnanga.

11.4.2 Appointment of Te Rūnanga to Hold and Administer Kahutara

The Crown agrees that the Settlement Legislation will provide that Kahutara, as described in *Attachment 11.21*, will be vested in Te Rūnanga on the Settlement Date as if vested pursuant to section 26 of the Reserves Act 1977, as a Recreation Reserve subject to section 17 of that Act, and subject to the conditions and restrictions imposed pursuant to section 26(2) of that Act and set out in *Attachment 11.21*.

11.4.3 Appointment of Te Rūnanga to Hold and Administer Ōmihi/Goose Bay

The Crown agrees that the Settlement Legislation will provide that Ōmihi/Goose Bay, as described in *Attachment 11.22*, will be vested in Te Rūnanga on the Settlement Date as if vested pursuant to section 26 of the Reserves Act 1977, as a Recreation Reserve subject to section 17 of that Act, and subject to the conditions and restrictions imposed pursuant to section 26(2) of that Act and set out in *Attachment 11.22*.

11.4.4 Appointment of Te Rūnanga to Hold and Administer Ōaro

The Crown agrees that the Settlement Legislation will provide that, subject to *clauses 11.2.24 and 11.2.25*, Ōaro, as described in *Attachment 11.23*, will be vested in Te Rūnanga on the Settlement Date as if vested pursuant to section 26 of the Reserves Act 1977, as a Recreation Reserve subject to section 17 of that Act, and subject to the conditions and restrictions imposed pursuant to section 26(2) of that Act and set out in *Attachment 11.23*.

11.4.5 Creation of Historic Reserve at Ōtūkoro

The Crown agrees that the Settlement Legislation will provide that Ōtūkoro, as described in *Attachment 11.24*, will be deemed to be declared a reserve and classified, as if it were classified pursuant to section 16 of the Reserves Act 1977, as an Historic Reserve subject to section 18 of the Reserves Act 1977, and vested

in Te Rūnanga on the Settlement Date as if vested pursuant to section 26 of the Reserves Act 1977.

11.4.6 Appointment of Te Rūnanga to Hold and Administer Maerewhenua

The Crown agrees that the Settlement Legislation will provide that Maerewhenua, as described in *Attachment 11.25*, will be vested in Te Rūnanga on the Settlement Date as if vested pursuant to section 26 of the Reserves Act 1977, as an Historic Reserve subject to section 18 of that Act.

11.4.7 Appointment of Te Rūnanga to Hold and Administer Takiroa

The Crown agrees that the Settlement Legislation will provide that Takiroa, as described in *Attachment 11.26*, will be vested in Te Rūnanga on the Settlement Date as if vested pursuant to section 26 of the Reserves Act 1977, as an Historic Reserve subject to section 18 of that Act.

11.4.8 Appointment of Te Rūnanga to Hold and Administer Kātiki

The Crown agrees that the Settlement Legislation will provide that Kātiki, as described in *Attachment 11.27*, will be vested in Te Rūnanga on the Settlement Date as if vested pursuant to section 26 of the Reserves Act 1977, as an Historic Reserve subject to section 18 of that Act, and subject to the conditions and restrictions imposed pursuant to section 26(2) of that Act and set out in *Attachment 11.27*.

11.4.9 Appointment of Te Rūnanga to Hold and Administer Ōnawe Pā

The Crown agrees that the Settlement Legislation will provide that Ōnawe Pā, as described in *Attachment 11.28*, will be vested in Te Rūnanga on the Settlement Date as if vested pursuant to section 26 of the Reserves Act 1977, as an Historic Reserve subject to section 18 of that Act.

11.4.10 Creation of Reserve around Kopuwai

The Crown agrees that the Settlement Legislation will provide that, if the area described in *Attachment 11.29*, presently included in Pastoral Lease 386/69 (Otago Land Registry), is surrendered to the Crown to be held as a conservation area, it will be deemed to be declared a reserve and classified, as if it were classified pursuant to section 16 of the Reserves Act 1977, as an Historic Reserve subject to section 18 of the Reserves Act 1977, and vested in Te Rūnanga as if vested pursuant to section 26 of the Reserves Act 1977, and subject to the conditions and restrictions imposed pursuant to section 26(2) of that Act and set out in *Attachment 11.29*, on the later of the Settlement Date or the Business Day following the date on which it is surrendered. Te Rūnanga and the Crown agree that the rights of the lessee under that pastoral lease, in particular with respect to tenure review, shall not be affected in any way under this clause.

11.4.11 Creation of Historic Reserve at Kawarau Gorge

The Crown agrees that the Settlement Legislation will provide:

- (a) for the area described in Part A of *Attachment 11.30* to be deemed to be declared a reserve and classified, as if it were classified pursuant to section 16 of the Reserves Act 1977, as an Historic Reserve subject to section 18 of the Reserves Act 1977 (so that it is no longer a marginal strip under section 24 of the Conservation Act 1987) prior to the vesting of the area in Te Rūnanga on the later of the Settlement Date or the date on which a survey has been completed for that area (which date shall be no later than 12 months after the Settlement Date) as if vested pursuant to section 26 of the Reserves Act 1977, and subject to the conditions and restrictions imposed pursuant to section 26(2) of that Act and set out in *Attachment 11.30*; and
- (b) that, if the Central Otago District Council agrees, and subject to all statutory processes which may be applicable to the revocation of reserve status, for the reserve status of the area described in Part B of *Attachment 11.30* to be revoked, and for that area to be deemed to be declared a reserve and classified, as if it were classified pursuant to section 16 of the Reserves Act 1977, as an Historic Reserve subject to section 18 of the Reserves Act 1977, and vested in Te Rūnanga on the later of the Settlement Date or the date on which the original reserve status is revoked, as if vested pursuant to section 26 of the Reserves Act 1977, and subject to the conditions and restrictions imposed pursuant to section 26(2) of that Act and set out in *Attachment 11.30*.

11.4.11A Additional site at Kawarau Gorge

The Crown agrees that it will, through the Minister in Charge of Treaty of Waitangi Negotiations write to the Central Otago District Council requesting that it agree to these matters set out in *clause 11.4.11(b)*. Te Rūnanga acknowledges that the Central Otago District Council may at its discretion agree.

11.4.12 Appointment of Te Rūnanga to Hold and Administer Waipapa Point

The Crown agrees that the Settlement Legislation will provide that, subject to *clauses 11.2.24* and *11.2.25*, Waipapa Point, as described in *Attachment 11.31*, will be vested in Te Rūnanga on the Settlement Date as if vested pursuant to section 26 of the Reserves Act 1977, as a Scenic Reserve subject to section 19 of that Act, and subject to the conditions and restrictions imposed pursuant to section 26(2) of that Act and set out in *Attachment 11.31*.

11.4.13 Appointment of Te Rūnanga to Hold and Administer Maranuku

The Crown agrees that the Settlement Legislation will provide that, subject to *clauses 11.2.24 and 11.2.25*, Maranuku, as described in *Attachment 11.31A*, will be vested in Te Rūnanga on the Settlement Date as if vested pursuant to section 26 of the Reserves Act 1977, as a Scenic Reserve subject to section 19 of that Act.

11.4.14 Creation of Scenic Reserve at Moeraki Lake

The Crown agrees that the Settlement Legislation will provide, subject to *clauses 11.2.24 and 11.2.25*, for the revocation of the reservation of the area described in *Attachment 11.31B* as a Wildlife Refuge, notwithstanding the Wildlife Act 1953, and for that area to be deemed to be declared a reserve and classified as if it were classified pursuant to section 16 of the Reserves Act 1977, as a Scenic Reserve and vested in Te Rūnanga on the Settlement Date as if vested pursuant to section 26 of the Reserves Act 1977, and subject to section 19 of that Act, subject to the conditions and restrictions imposed pursuant to section 26(2) of that Act and set out in *Attachment 11.31B*.

11.4.15 Creation of New Reserve at Wairewa

The Crown agrees that the Settlement Legislation will provide:

- (a) for the revocation of the existing reserve or conservation status of the areas described in *Part A of Attachment 11.31E* on the Settlement Date;
- (b) that, subject to the inclusion of the roads described in *clause 11.4.15(c)* pursuant to that clause, for the areas described in *Part A of Attachment 11.31E* to be deemed to be declared a reserve and classified, as if classified pursuant to section 16 of the Reserves Act 1977, as an Historic Reserve subject to section 18 of that Act, and vested in Te Rūnanga on the Settlement Date as if vested pursuant to section 26 of the Reserves Act 1977, and subject to the conditions and restrictions imposed pursuant to section 26(2) of that Act and set out in *Part B of Attachment 11.31E*;
- (c) that, if the Banks Peninsula District Council agrees, and subject to all applicable statutory processes, for the closure of the legal (but unformed) road in the areas referred to in *clause 11.4.15(b)* and shown on *Allocation Plan MS 511 (SO Plan 19893)* and the vesting of those roads in Te Rūnanga on the date on which such roads are closed, as part of the Historic Reserve to be created pursuant to and on the terms set out in *clause 11.4.15(b)*.

11.5 CHANGES OF NAME AND/OR CLASSIFICATION

11.5.1 Change of Name of Mount Cook National Park

The Crown agrees that the Settlement Legislation will provide for an amendment to section 6(1)(f) of the National Parks Act 1980, to change the name of Mount Cook National Park to “Aoraki/Mount Cook National Park”.

11.5.2 Change of Name and Classification of Ōmihi/Goose Bay Scenic Reserve

The Crown agrees that the Settlement Legislation will provide for:

- (a) the change of classification of the Ōmihi/Goose Bay Scenic Reserve (as described in *Attachment 11.32*) to be deemed to have been changed pursuant to section 24 of the Reserves Act 1977 from its current status as a Scenic Reserve to an Historic Reserve subject to section 18 of that Act; and
- (b) the name of the Ōmihi/Goose Bay Scenic Reserve to be deemed to have been changed to “Ō Tamakura Historic Reserve” pursuant to section 16(10) of the Reserves Act 1977.

11.5.3 Change of Name of Bluff Hill Scenic Reserve

The Crown agrees that the Settlement Legislation will provide for the name of the Bluff Hill Scenic Reserve (as described in *Attachment 11.32*) to be deemed to have been changed to “Motupōhue Scenic Reserve” pursuant to section 16(10) of the Reserves Act 1977.

11.5.4 Change of Name of Shag Point Recreation Reserve

The Crown agrees that the Settlement Legislation will provide for the name of the Shag Point Recreation Reserve (as described in *Attachment 11.32*) to be deemed to have been changed to “Matakaea Recreation Reserve” pursuant to section 16(10) of the Reserves Act 1977.

11.5.5 Change of Name of Maungaatua Scenic Reserve

The Crown agrees that the Settlement Legislation will provide for the name of the Maungaatua Scenic Reserve (as described in *Attachment 11.32*) to be deemed to have been changed to “Maukaatua Scenic Reserve” pursuant to section 16(10) of the Reserves Act 1977.

11.5.6 Change of Name of Castle Hill Conservation Area

The Crown agrees that the Settlement Legislation will provide for the name of the Castle Hill Conservation Area (as described in *Attachment 11.32*) to be deemed for the purposes of section 18(3) of the Conservation Act 1987 to be the “Kura Tāwhiti Conservation Area”.

11.5.7 Change of Name of Wilsher Bay Scenic Reserve

The Crown agrees that the Settlement Legislation will provide for the name of the Wilsher Bay Scenic Reserve (as described in *Attachment 11.31A*) to be deemed to have been changed to “Maranuku Scenic Reserve” pursuant to section 16(10) of the Reserves Act 1977.

11.5.8 Change of Name of Moeraki Lake Site

The Crown agrees that the Settlement Legislation will provide for the name of the Moeraki Lake Site (as described in *Attachment 11.31B*) to be deemed to have been changed to “Moeraki Scenic Reserve” pursuant to section 16(10) of the Reserves Act 1977.

11.6 VESTING OF BED OF TE WAIHORA

11.6.1 Definitions

In this clause:

Bed of Te Waihora means such land as is in Crown ownership, much of it beneath the variable body of water known as Te Waihora or Lake Ellesmere described in *Attachment 11.33* and the boundaries of which:

- (a) are generally shown by a continuous black line in *Allocation Plan MS 33* (SO Plan 19835);
- (b) where legal public roads are shown on that Allocation Map as bordering the lake edge, consist of the edge of those roads nearest to the lake;

but which exclude:

- (c) the land at, and extending from, the mouth of the Selwyn River and shown in cross-hatching on *Allocation Map MS 33/2* (SO Plan 19835), excluded so as to provide legal access to the Bed of Te Waihora;
- (d) subject to *clause 11.6.2A*, the Selwyn Delta River Protection Reserve which is vested in the Canterbury Regional Council; and
- (e) Greenpark Sands;

Greenpark Sands means the area known as Greenpark Sands shown in single line hatching in *Allocation Plan MS 33* (SO Plan 19835);

Joint Management Plan means the management plan to be prepared by Te Rūnanga and the Crown pursuant to *clause 11.6.19*;

Mahinga Kai means, for the purposes of the Joint Management Plan, the customary gathering of food and natural materials and the places where those resources are gathered;

Order means any Enforcement Order made under section 319 of the Resource Management Act 1991, Interim Enforcement Order made under section 320 of that Act, Abatement Notice which is required to be complied with under section 323 of that Act or any order of any Court;

Secretary of Te Rūnanga has the meaning set out in the Charter, and includes any persons to whom the functions of the Secretary of Te Rūnanga have properly been delegated.

Selwyn Delta River Protection Reserve means the Reserve as shown on *Allocation Plan MS 33* (SO Plan 19835);

11.6.2 Crown to Vest Fee Simple Title in Te Rūnanga

The Crown agrees that the Settlement Legislation will provide for the revocation of the conservation status of the Bed of Te Waihora (notwithstanding sections 18(7), 18(8) and 26 of the Conservation Act and section 11 and Part X of the Resource Management Act 1991) and the vesting in Te Rūnanga on the Settlement Date of an estate in fee simple in the Bed of Te Waihora on the terms set out in this *clause 11.6*.

11.6.2A Vesting of River Protection Reserve

The Crown agrees the Settlement Legislation will provide that:

- (a) if the Canterbury Regional Council agrees, and subject to any processes, statutory or otherwise, which the Canterbury Regional Council considers in its discretion are necessary or desirable, the reserve status of the Selwyn Delta River Protection Reserve will be revoked, and that Reserve will be vested in Te Rūnanga in fee simple on the later of the Settlement Date or 5 Business Days after the date upon which the Canterbury Regional Council agrees that Reserve may be so vested;
- (b) the Settlement Legislation will provide that if the Canterbury Regional Council agrees that the Selwyn Delta River Protection Reserve will be vested in Te Rūnanga pursuant to *clause 11.6.2A(a)*, it will be deemed to be included in the definition of the “Bed of Te Waihora” for the purposes of this *clause 11.6*, and all of the terms of vesting and ownership of the

Bed of Te Waihora set out in this *clause 11.6* shall apply to the vesting in and ownership of the Selwyn Delta River Protection Reserve by Te Rūnanga;

11.6.3 Title Extends to Bed Only

The Crown agrees that the Settlement Legislation will provide that ownership of the Bed of Te Waihora shall not of itself confer upon Te Rūnanga any rights or obligations of ownership, management or control of the waters of Te Waihora or of the aquatic life (other than plants attached to the Bed) of Te Waihora, or of any structures attached to or in the Bed of Te Waihora and listed in *Part B* of *Attachment 11.33*.

11.6.4 Part IVA Conservation Act 1987

The Crown agrees that the Settlement Legislation will provide that Part IVA of the Conservation Act 1987 shall not apply to the vesting of the Bed of Te Waihora in Te Rūnanga pursuant to this *clause 11.6*.

11.6.5 Easements and Licences in Respect of Channel to the Sea

Te Rūnanga and the Crown agree that the vesting of fee simple in the Bed of Te Waihora in Te Rūnanga shall be subject to the granting of an easement over the Bed of Te Waihora to enable the Canterbury Regional Council (or other holder for the time being of an appropriate resource consent) to open and close a channel from Te Waihora to the sea in compliance with the National Water Conservation (Lake Ellesmere) Order 1990 (SR 1990/155), in the form annexed as *Attachment 11.34*.

11.6.6 Issue of Certificates of Title

The Crown agrees that the Settlement Legislation will provide for the issue to Te Rūnanga of a certificate of title under the Land Transfer Act 1952 to the estate in fee simple so vested, subject to all disclosed registrable encumbrances or other agreed matters required to be noted on the title, as soon as reasonably practicable after the Settlement Date but in any event no later than 2 years thereafter (or such other date as may be agreed by Te Rūnanga and the Crown). The Crown will pay all survey and registration costs incurred in order to vest the Bed of Te Waihora in Te Rūnanga pursuant to this *clause 11.6*, including costs relating to the survey of the easement described in *clause 11.6.5*.

11.6.7 Existing Public Access and Use

The Crown agrees that the Settlement Legislation will provide that all existing lawful rights of public access to and of recreational use and enjoyment affecting the Bed of Te Waihora (not including the use of Maimais) shall remain unaffected by the vesting of title to the Bed of Te Waihora in Te Rūnanga, for as long as, and to the extent that, such rights otherwise remain lawful.

11.6.8 Indemnities relating to lakebed

The Crown will indemnify Te Rūnanga:

- (a) from and against all actions, claims, demands, losses, damages, costs and expenses for which Te Rūnanga shall become liable arising from loss or damage to the property of, or death or injury to, any member of the public on any part of the Bed of Te Waihora in accordance with the rights of access and recreational use and enjoyment referred to in *clause 11.6.7* unless such loss, damage, death or injury is caused or contributed to by any act, omission, neglect or breach of this *clause 11.6* on the part of Te Rūnanga or any employee, contractor or agent of Te Rūnanga; and
- (b) in the event that Te Rūnanga is required by any Order to remove from any part of the bed of Te Waihora or otherwise clean up any hazardous substances or debris which is located in, on or under the bed of Te Waihora and which is reasonably attributable to the past use by the Crown of parts of the bed of Te Waihora as an air weapons range and an army firing range, then:
 - (i) the Crown will, subject to *clauses 11.6.8(b)(ii) to (iv)*, indemnify Te Rūnanga against reasonable costs and expenses incurred by Te Rūnanga in undertaking that removal or clean up;
 - (ii) as soon as reasonably practicable after Te Rūnanga is served with an Order, Te Rūnanga shall give notice to the Crown, giving details of the work which Te Rūnanga is required to undertake and indicating that a claim under the indemnity set out in this *clause 11.6.9(b)* will be made. The Crown may, by notice given to Te Rūnanga not later than 10 Business Days after the notice given to the Crown by Te Rūnanga, request that Te Rūnanga takes such steps as are open to it and are specified in the notice to contest the Order (which may include exercising any rights of appeal or rights to be heard) and, subject to the Crown indemnifying Te Rūnanga against the costs and expenses of doing so, Te Rūnanga shall comply with any such reasonable request and shall notify the Crown of the outcome;
 - (iii) if the Crown does not give a notice under *clause 11.6.8(b)(ii)*, or it does give such a notice and, notwithstanding compliance with that notice by Te Rūnanga, an Order of the kind described in this *clause 11.6.8(b)* continues in force, then the Crown may, by notice given to Te Rūnanga not later than 20 Business Days after the date of the notice given by Te Rūnanga of the Order or the outcome of the steps taken by Te Rūnanga under *clause 11.6.8(b)(ii)* (as the case may be),

elect to undertake the removal or clean up itself instead of indemnifying Te Rūnanga under *clause 11.6.8(b)(i)*. If the Crown does not elect, or is not lawfully permitted, to undertake the clean up or removal, or does elect to do so but fails to do so, then, subject to *clause 11.6.8(b)(iv)*, the Crown shall indemnify Te Rūnanga under *clause 11.6.8(b)(i)*; and

- (iv) prior to incurring any costs and expenses in undertaking the removal or clean up, Te Rūnanga shall obtain the approval of the Crown as to the proposed method of removal or clean up and the amount of such costs and expenses, which approval shall not be unreasonably withheld, and shall not be withheld if the proposed method is a requirement of the Order.

11.6.9 Existing Lawful Commercial Use and Structures

The Crown agrees that the Settlement Legislation will provide that the existing lawful commercial uses affecting the Bed of Te Waihora and all rights of ownership, use and occupation of the existing structures in or upon the Bed of Te Waihora described in *Parts A and B of Attachment 11.34* shall continue in effect for as long as and to the extent that such rights otherwise remain lawful.

11.6.10 Condition of Bed of Te Waihora

Te Rūnanga and the Crown agree that:

- (a) the Bed of Te Waihora will be vested in its state and condition as at the date of this Deed; and
- (b) without limiting *clauses 16.1.2, 17.3.1 and 17.3.2* but subject to *clause 11.6.8(b)* and *20.4.7(c)* Te Rūnanga will have no future recourse or action against the Crown, nor will it seek future recompense from the Crown in relation to the Bed of Te Waihora.

11.6.11 Crown to Maintain Condition

The Crown agrees that between the date of this Deed and the Settlement Date it will maintain and administer the Bed of Te Waihora in substantially the same condition as at the date of this Deed (subject to events beyond the control of the Crown) and in accordance with its existing management and administration of the Bed of Te Waihora.

11.6.12 Registration of Interests on Title

The Crown agrees that the Settlement Legislation will provide for a direction to the District Land Registrar to record the matters intended to be protected by *clauses 11.6.5, 11.6.7 and 11.6.9* on the Certificate of Title as matters to which the

fee simple estate is subject (as well as the existence of the Joint Management Plan, as amended or reviewed from time to time) and that those matters shall be deemed to amount to interests within the meaning of section 62 of the Land Transfer Act 1952, and be capable of registration under the Land Transfer Act 1952 (to the extent that they do not already amount to such interests).

11.6.13 Maimais

The Crown agrees that:

- (a) the Settlement Legislation will provide that, subject to *clause 11.6.13(b)*, the continued use of Maimais on the Bed of Te Waihora and other properties owned by Te Rūnanga shall be at the discretion of Te Rūnanga;
- (b) Te Rūnanga and the Crown acknowledge and confirm that they have entered into an agreement dated 23 September 1997 with the North Canterbury Fish and Game Council for the use, control and management by the North Canterbury Fish and Game Council of Maimais on the Bed of Te Waihora and other areas, as shown in *Attachment 11.36*; and
- (c) the Settlement Legislation will provide that the Minister of Conservation and the North Canterbury Fish and Game Council are empowered to enter into the agreement described in *clause 11.6.13(b)* and that the North Canterbury Fish and Game Council may lawfully undertake and perform the rights, duties and obligations to which it has agreed.

11.6.14 Statutory Adviser

The Crown agrees that the Settlement Legislation will provide that the land administered by the Department of Conservation from time to time described in *clauses 11.6.15(b)* and *(c)* and subject to the Joint Management Plan shall be Sites for the purposes of *clause 12.4*.

11.6.15 Joint Management Plan

The Crown agrees that the Settlement Legislation will provide that the Minister of Conservation shall have the power to agree with the owners of the areas described in *clauses 11.6.15(a)*, *(d)* and *(e)* that a joint management plan be prepared for the integrated management of some or all of the areas specified in *clauses 11.6.15(a)* to *(e)* and the natural and historic resources within those areas, for such purposes and pursuant to such processes as they may agree from time to time, including processes for review and amendment. The specified areas are:

- (a) the Bed of Te Waihora and Te Waiomākua (as described in *Attachment 11.4*);

- (b) the areas described in *Attachment 11.35* as long as they are held, managed or administered under the Conservation Act 1987 or the statutes listed in the First Schedule to the Conservation Act 1987;
- (c) any areas within 500 metres of the bed of Te Waihora (or as otherwise agreed by the Minister of Conservation and Te Rūnanga) which may subsequently be acquired, managed or administered under the Conservation Act 1987 or the statutes listed in the First Schedule to the Conservation Act 1987 (excluding any such areas held and managed under those Acts by Fish and Game Councils) for so long as they are so held, managed, or administered;
- (d) any further associated areas which may by agreement with the owners of those areas be included in the area covered by the management plan; and
- (e) such other areas as may be agreed by Te Rūnanga and the Crown.

11.6.16 Application of Section 17A of the Conservation Act 1987

The Crown agrees that the Settlement Legislation will provide that, the provisions of sections 17A(b), 17W(7) and 17W(8) of the Conservation Act 1987 shall apply with respect to the areas described in *clauses 11.6.15(b) and (c)* as if the reference to “conservation management plans” in those sections was a reference to a joint management plan, or, if a joint management plan is not prepared and approved for those areas, a reference to a conservation management plan.

11.6.17 Non-Derogation From Legislation and Other Matters

The Crown agrees that the Settlement Legislation will provide that nothing in a joint management plan shall derogate from:

- (a) with respect to the areas described in *clauses 11.6.15(b) and (c)* any provision in, or policy approved under, the Conservation Act 1987, or the statutes listed in the First Schedule to the Conservation Act 1987, or any provision in the relevant conservation management strategy;
- (b) with respect to the area described in *clause 11.6.15(a)*, any relevant iwi management plan approved by Te Rūnanga which relates to that area; and
- (c) with respect to all of the areas covered by a joint management plan, any other legislation, including the Settlement Legislation.



11.6.18 Effect of Joint Management Plan

The Crown agrees that the Settlement Legislation will provide that:

- (a) a joint management plan shall have effect on and from the date specified in that joint management plan;
- (b) a joint management plan shall not of itself restrict or affect the exercise of any legal right or power by any person other than the Minister or Director-General, who shall each have the same obligations in respect of a joint management plan as they would have in respect of a conservation management plan under the Conservation Act 1987, or the owner of the land covered by the joint management plan;
- (c) any purposes and processes which the Minister of Conservation may agree pursuant to *clause 11.6.15* shall be binding upon the Minister of Conservation and the Director-General; and
- (d) if the Minister of Conservation and the owners of the areas described in *clauses 11.6.15(a), (d) and (e)* agree to amend the purposes of and processes for preparation of a joint management plan pursuant to *clause 11.6.15*, the Minister of Conservation shall notify any such amended agreement in the *New Zealand Gazette*, for the purpose of public information.

11.6.19 Process for Preparation of Joint Management Plan

Te Rūnanga and the Crown agree that a Joint Management Plan in respect of the areas described in *clause 11.6.15* will be prepared and approved pursuant to the following process and with the following purposes:

- (a) the purposes of the Joint Management Plan will be to establish detailed objectives:
 - (i) for the integrated management of natural and historic resources within the areas covered by the plan for Mahinga Kai and conservation purposes and for the purposes for which the areas described in *clauses 11.6.15(b) and (c)* are held, including recreation purposes (where appropriate) to the extent, with respect to the areas described in *clauses 11.6.15(b) and (c)*, that Mahinga Kai purposes are consistent with the purposes for which that land is held;
 - (ii) where this can be accommodated consistent with *clause 11.6.19(a)(i)*, for the management of the areas covered by the plan for tourism purposes;

- (iii) where this can be accommodated consistent with *clause 11.6.19(a)(i)*, to recognise the national and international significance of Te Waihora; and
 - (iv) to identify any adverse effects of public access or recreational use and enjoyment upon the Mahinga Kai and conservation values of the bed of Te Waihora and to recommend to the Minister of Conservation the making of bylaws to prohibit or regulate such public access or recreational use and enjoyment;
- (b) the Joint Management Plan shall be prepared by the Secretary of Te Rūnanga and the Director-General;
- (c) when preparing the Joint Management Plan, the Secretary of Te Rūnanga and the Director-General shall have regard to any relevant concessions for the time being in force and to existing freshwater fisheries management plans and sports fish and game management plans under the Conservation Act 1987 and the agreement described in *clause 11.6.13(b)*;
- (d) before preparing the Joint Management Plan the Secretary of Te Rūnanga and the Director-General shall:
- (i) give notice of their intention to do so to the North Canterbury Conservation Board, the appropriate Papatipu Rūnanga (through Te Rūnanga), the North Canterbury Fish and Game Council, the Canterbury Regional Council, the Selwyn District Council, the Banks Peninsula District Council and such other persons or organisations as the Secretary of Te Rūnanga and the Director-General may agree are appropriate and practicable; and
 - (ii) in that notice, invite those persons and organisations referred to in *clause 11.6.19(d)(i)* to send to the Secretary of Te Rūnanga and/or the Director-General written suggestions on the proposed plan, within a time specified in the notice, including identification of issues which, in their view, should be addressed by the Joint Management Plan and (where relevant) how those issues relate to their respective functions;
- (e) in preparing the Joint Management Plan, the Secretary of Te Rūnanga and the Director-General will give full consideration to any comments received from the persons and organisations referred to in *clause 11.6.19(d)(i)*, insofar as such comments are consistent with the purposes of the Joint Management Plan described in *clause 11.6.19(a)*;

- (f) in the preparation of the Joint Management Plan, the Secretary of Te Rūnanga and the Director-General may each consult such other persons as they consider appropriate, and lodge submissions on the outcome of such consultation by the date specified pursuant to *clause 11.6.19(h)(ii)*;
- (g) the draft Joint Management Plan shall be prepared by the Secretary of Te Rūnanga and the Director-General and, within 5 years from the Settlement Date, shall be notified by publishing a notice in a daily newspaper or newspapers circulating in the area where Te Waihora is situated, and in any other manner that either the Secretary of Te Rūnanga or the Director-General may think appropriate;
- (h) the notice of the draft Joint Management Plan given pursuant to *clause 11.6.19(g)* shall:
- (i) state that the draft Joint Management Plan is available for inspection at the places and times specified in the notice; and
 - (ii) call upon persons or organisations interested to lodge with the Secretary of Te Rūnanga and the Director-General submissions on the draft Joint Management Plan at the place and before the date specified in the notice, being a date not less than 40 Business Days after the date of the publication of the notice;
- (i) the Secretary of Te Rūnanga and the Director-General shall also give notice in writing, including a copy of the draft plan, to each of the persons and organisations referred to in *clause 11.6.19(d)(i)*, inviting those persons and organisations to comment on the draft plan by lodging with the Secretary of Te Rūnanga or the Director-General a written submission before the date specified in the notice, being a date not less than 40 Business Days after the date of giving of the notice;
- (j) any person or organisation may make written submissions to the Secretary of Te Rūnanga and the Director-General on the draft Joint Management Plan at the place and before the date specified in the notice given pursuant to *clause 11.6.19(g)*;
- (k) from the date of the notice of the draft Joint Management Plan, the draft Joint Management Plan shall be made available for public inspection during ordinary business hours at the offices of Te Rūnanga and the Department of Conservation, and in such other places and quantities as may be agreed by the Secretary of Te Rūnanga and the Director-General so as to facilitate public participation in the development of the Joint Management Plan;



- (l) the Secretary of Te Rūnanga and the Director-General shall give every person who, in making any submissions on the draft Joint Management Plan, asked to be heard in support of his or her or its submissions, a reasonable opportunity of appearing before a joint meeting of representatives of the Secretary of Te Rūnanga and the Director-General;
- (m) the representatives of the Secretary of Te Rūnanga and the Director-General appointed to hear submissions in accordance with *clause 11.6.19(l)* shall determine their own procedure at the hearing or hearings;
- (n) the Secretary of Te Rūnanga and the Director-General shall prepare a summary of the submissions received on the draft Joint Management Plan and a statement as to the extent to which they have been allowed or accepted or disallowed or not accepted and shall attach that summary and statement to the plan submitted to Te Rūnanga and the Minister of Conservation in accordance with *clause 11.6.19(o)*; and
- (o) the draft Joint Management Plan shall be submitted to the Minister of Conservation and Te Rūnanga no later than 6 years after the Settlement Date for final approval and agreement.

11.6.20 Review and Amendment of Joint Management Plan

Te Rūnanga and the Crown agree that the Joint Management Plan may be reviewed and amended as follows:

- (a) the Secretary of Te Rūnanga and the Director-General may at any time agree to initiate a review and/or amendment of the Joint Management Plan, or any part of the Joint Management Plan (provided that the agreement of either party shall not unreasonably be withheld);
- (b) every review of the Joint Management Plan, and, except as provided in *clause 11.6.20(d)*, every amendment of the Joint Management Plan under this clause shall be carried out and approved in accordance with the provisions of *clause 11.6.19*, which shall apply with any necessary modifications;
- (c) the following provisions shall also apply in relation to a review under this clause:
 - (i) the Joint Management Plan may be reviewed in whole or in part;
 - (ii) the Joint Management Plan shall be reviewed as a whole by the Secretary of Te Rūnanga and the Director-General not later than 10



years after the date of its approval pursuant to *clause 11.6.19* and every 10 years thereafter; and

- (iii) Te Rūnanga and the Minister of Conservation may by agreement extend that period of review; and
- (d) where the proposed amendment is of such a nature that the Secretary of Te Rūnanga and the Director-General agree that it will not materially affect the objectives or policies expressed in the plan, then the amendment may be made without the need for compliance with the provisions of *clause 11.6.19* (except that the amendment must still be submitted for the approval of the Minister of Conservation and Te Rūnanga).

11.6.21 Cost of Plan

Te Rūnanga and the Crown shall each bear their own costs of preparation and implementation of the Joint Management Plan, and to the extent that Te Rūnanga and the Crown agree to contract third parties to undertake any role in the preparation or implementation of the Joint Management Plan, shall bear the cost of contracting such parties equally, unless otherwise agreed.

11.6.22 Time for Preparation and Submission of Plan

Te Rūnanga and the Crown agree that the time periods specified in *clause 11.6.19(g)* and *(o)* for notification and submission for approval of the Joint Management Plan may be extended by agreement between Te Rūnanga and the Minister of Conservation.

11.6.23 Resolution of Disputes

Te Rūnanga and the Crown agree that the following provisions shall apply to any dispute between them arising out of the preparation or implementation of the Joint Management Plan (other than approval of the Joint Management Plan by Te Rūnanga and the Minister of Conservation pursuant to *clause 11.6.19(o)*):

- (a) Te Rūnanga and the Crown acknowledge and agree that they wish to minimise and promptly settle any disputes which may arise. Accordingly each of them shall make active efforts in good faith to resolve any dispute which may arise;
- (b) if the dispute is not resolved within 20 Business Days after the dispute arises (or such longer period as the parties might agree) then either party may give written notice to the other and Te Rūnanga and the Crown must then agree upon a process for resolving the dispute, including, but not limited to, further negotiations, mediation, or independent expert determination. Agreement on a process must include agreement on:



- (i) the procedure and timetable for the conduct of the dispute resolution process; and
 - (ii) a procedure for selection and compensation of any person employed by both of the parties to resolve the dispute;
- (c) if Te Rūnanga and the Crown cannot agree on a dispute resolution process within 10 Business Days (or such longer period as the parties might agree) after either party gives such written notice under *clause 11.6.23(b)*, or using such a process fail to settle the dispute within 25 Business Days after that date (or such longer period as the parties might agree) then the parties agree to refer the dispute to arbitration under the Arbitration Act 1996. The arbitration shall be conducted by one arbitrator appointed by the parties, if they can agree upon one, or failing agreement, one arbitrator to be appointed by the President for the time being of the Arbitrators' Institute of New Zealand. Te Rūnanga and the Crown agree to be bound by the award in the arbitration;
- (d) Te Rūnanga and the Crown shall bear the costs of such dispute resolution equally, unless otherwise agreed; and
- (e) pending resolution of the dispute, Te Rūnanga and the Crown shall continue as far as practicable with the preparation and implementation of other aspects of the Joint Management Plan.

11.6.24 Disputes on Joint Management Plan Not to Affect Deed

Te Rūnanga and the Crown acknowledge and agree that any dispute between them arising out of the preparation or implementation of the Joint Management Plan shall not invalidate or constitute a breach by either party of this Deed.

11.6.25 Recording of Joint Management Plan in Settlement Legislation

The Crown agrees that the Settlement Legislation will provide that:

- (a) the agreement of Te Rūnanga and the Crown to prepare the Joint Management Plan pursuant to *clause 11.6.19* will be deemed to be an agreement between Te Rūnanga and the Minister of Conservation of the kind empowered by the Settlement Legislation under *clause 11.6.15* and that the terms of that agreement, as set out in *clauses 11.6.19 to 11.6.23* inclusive, will be quoted in a schedule to the Settlement Legislation as a matter of record only; and
- (b) quoting the terms of that agreement in a schedule to the Settlement Legislation shall not have the effect of giving the agreement any greater



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force or effect than it has as an agreement entered into pursuant to the empowering provisions contained in *clause 11.6.15*.

11.6.26 Power to Make Bylaws

The Crown agrees that the Settlement Legislation will provide:

- (a) that the Minister of Conservation may, from time to time after the date on which the approved Joint Management Plan has come into effect, upon the recommendation of Te Rūnanga and upon being satisfied that such recommendation is contained in the Joint Management Plan and has been subject to the public process for the Joint Management Plan, make bylaws to prohibit or regulate public access to or recreational use and enjoyment of the Bed of Te Waihora to protect it from any adverse effects to the Mahinga Kai or conservation values of the Bed of Te Waihora caused by such public access or recreational use and enjoyment, and in particular:
 - (i) to exclude, by public notice, public access to, or recreational use and enjoyment of, the whole or any part of the Bed of Te Waihora either permanently or temporarily;
 - (ii) to provide for the form of any public notice and the manner in which it shall be advertised;
 - (iii) to prescribe the forms and conditions of public access to, or recreational and enjoyment of, the Bed of Te Waihora; and
 - (iv) to prohibit or regulate any vehicles or boats using, or aircraft landing on or taking off from, the Bed of Te Waihora; and
- (b) confirmation that, for the purposes of enforcing the bylaws, Te Rūnanga shall be an occupier of the Bed of Te Waihora under the Trespass Act 1980.

11.6.27 Greenpark Sands

- (a) The Crown confirms that Greenpark Sands is currently managed by the Crown as a conservation area for conservation purposes under the Conservation Act 1987 and the Crown intends to continue managing it as such and has no intention of revoking that status in the foreseeable future.
- (b) Te Rūnanga confirms that the powers of the Minister of Conservation at any time to change the protected status of Greenpark Sands to another status under the Conservation Act 1987 or any of the Acts listed in the First Schedule to the Conservation Act 1987 are unaffected by this Deed.



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11.6.28 Crown Undertaking in Relation to Greenpark Sands

The Crown agrees that, subject to sections 26, 18(7), and 18(8) of the Conservation Act 1987, if the Minister of Conservation is satisfied in his or her complete discretion at any time that the whole or any part of Greenpark Sands should no longer be held for the purposes of the Conservation Act 1987 or any of the statutes listed in the First Schedule to the Conservation Act 1987, the Crown will offer to vest in Te Rūnanga without charge the fee simple title to that part of Greenpark Sands, on the terms set out in this *clause 11.6* (except as to timing and section 40 of the Public Works Act 1981, if applicable) and subject to such other reasonable conditions and restrictions as the Minister of Conservation may determine. Te Rūnanga agrees that it will notify the Crown in writing within 25 Business Days after receiving such an offer whether or not it intends to accept the ownership of Greenpark Sands.

11.6.29 Right of First Refusal

If Te Rūnanga fails to notify the Crown or declines to accept ownership of Greenpark Sands pursuant to *clause 11.6.28*, the Crown shall be free to dispose of Greenpark Sands pursuant to the terms of the right of first refusal set out in *Section 10* (Right of First Refusal) of this Deed.

11.7 VESTING OF BED OF MURIWAI (COOPERS LAGOON)

11.7.1 Definitions

In this clause:

Bed of Muriwai (Coopers Lagoon) means the land:

- (a) described as Canterbury Land District, Selwyn District Council, and containing 85.0 hectares, approximately, being part of Rural Section 39775 (S.O. Plan 11298). Part New Zealand Gazette 1985, page 4926. Subject to survey as shown in *Allocation Plan MS 219 (S.O. Plan 19866)*; but
- (b) subject to redefinition of the southern boundary frontage to the Taumutu-Rakaia Road (not formed) which by reason of progressive coastal erosion may now be found to be under the sea and to retention by the Crown of the land presently comprising the coastal gravel bank.

11.7.2 Crown to Vest Fee Simple Title in Te Rūnanga

The Crown agrees that the Settlement Legislation will provide (notwithstanding sections 24 and 25 of the Reserves Act 1977 and section 11 and Part X of the Resource Management Act 1991) for the revocation of the reserve status of the Bed of Muriwai (Coopers Lagoon) and for the vesting in Te Rūnanga on the Settlement Date of an estate in fee simple in the Bed of Muriwai (Coopers Lagoon) on the terms set out in this *clause 11.7*.

11.7.3 Title Extends to Bed Only

The Crown agrees that the Settlement Legislation will provide that ownership of the Bed of Muriwai (Coopers Lagoon) shall not of itself confer upon Te Rūnanga any rights or obligations of ownership, management or control of the waters of Muriwai (Coopers Lagoon) or of the aquatic life (other than plants attached to the Bed) of Muriwai (Coopers Lagoon), or of any structures attached to or in the bed of Muriwai (Coopers Lagoon) and listed in *Part B of Attachment 11.37*.

11.7.4 Part IVA Conservation Act 1987

The Crown agrees that the Settlement Legislation will provide that Part IVA of the Conservation Act 1987 shall not apply to the vesting of the Bed of Muriwai (Coopers Lagoon) pursuant to this *clause 11.7*.

11.7.5 Easements and Licences in Respect of Statutory Functions

Te Rūnanga and the Crown agree that the vesting of the fee simple estate in the Bed of Muriwai (Coopers Lagoon) in Te Rūnanga shall be subject to the granting of easements and licences over the Bed of Muriwai (Coopers Lagoon) to enable the Selwyn District Council (or its statutory successor) to fulfil its statutory functions of clearing drains, of maintaining a channel through the lagoon and a piped culvert to the sea, of clearing the culvert of gravel, and of extending the culvert to accommodate movement of the coastal gravel bank occasioned by weather or by erosion, in the form annexed in *Attachment 11.38*.

11.7.6 Issue of Certificate of Title

The Crown agrees that the Settlement Legislation will provide for the issue to Te Rūnanga of a certificate of title under the Land Transfer Act 1952 to the estate in fee simple so vested, subject to all disclosed registrable encumbrances or other agreed matters required to be noted on the title, as soon as reasonably practicable after the Settlement Date, but in any event no later than 2 years thereafter (or such other date as may be agreed by Te Rūnanga and the Crown).

11.7.7 Existing Public Access and Use

The Crown agrees that the Settlement Legislation will provide:

- (a) that all existing lawful rights of public access to, and of recreational use and enjoyment affecting, the Bed of Muriwai (Coopers Lagoon) (not including use of Maimais) shall remain unaffected by the vesting of title to the Bed of Muriwai (Coopers Lagoon) in Te Rūnanga, for as long as and to the extent that, such rights otherwise remain lawful;
- (b) that subject to *clause 11.7.7(f)*, the Minister of Conservation may from time to time, upon the recommendation of Te Rūnanga and subject to *clause 11.7.7(d)* and to being satisfied that:

- (i) public access to, or recreational use and enjoyment of, the Bed of Muriwai (Coopers Lagoon) is having an adverse effect on the conservation values of the Bed of Muriwai (Coopers Lagoon); and
 - (ii) in order to protect such conservation values, public access to, or recreational use and enjoyment of, the Bed of Muriwai (Coopers Lagoon) should be prohibited or regulated,

make bylaws to prohibit or regulate public access to, or recreational use and enjoyment of, the Bed of Muriwai (Coopers Lagoon) to protect it from the adverse effects to the conservation values of the Bed of Muriwai (Coopers Lagoon);
- (c) that subject to *clause 11.7.7(f)*, pursuant to and without limiting *clause 11.7.7(b)* the Minister of Conservation may make bylaws:
- (i) to exclude, by public notice, public access to, or recreational use and enjoyment of, the whole or any part of the Bed of Muriwai (Coopers Lagoon), either permanently or temporarily;
 - (ii) to provide for the form of any public notice and the manner in which it shall be advertised;
 - (iii) to prescribe the forms and conditions of public access to, or recreational use and enjoyment of, the Bed of Muriwai (Coopers Lagoon);
 - (iv) to prohibit or regulate any vehicles or boats using or aircraft landing on or taking off from the Bed of Muriwai (Coopers Lagoon);
- (d) that before making such bylaws:
- (i) the Minister of Conservation shall consult with the North Canterbury Conservation Board, the appropriate Papatipu Rūnanga (through Te Rūnanga), the North Canterbury Fish and Game Council, the Canterbury Regional Council, the Selwyn District Council, and such other persons or organisations as the Minister of Conservation and Te Rūnanga may agree are appropriate and practicable;
 - (ii) the draft bylaws shall be notified by publishing a notice in a daily newspaper or newspapers circulating in the area where the Bed of Muriwai (Coopers Lagoon) is situated, inviting submissions on the draft bylaws;

- (iii) the draft bylaws may also be notified in such other manner as the Minister of Conservation and Te Rūnanga may consider appropriate; and
- (iv) the Minister of Conservation shall consider any submissions received on the draft bylaws;
- (e) confirmation that, for the purposes of enforcing the bylaws, Te Rūnanga shall be an occupier under the Trespass Act 1980; and
- (f) that if Te Rūnanga and the Crown agree pursuant to *clause 11.6.15(e)* that the Bed of Muriwai (Coopers Lagoon) is to be an area managed under the Joint Management Plan (as defined in *clause 11.6.1*) the provisions of *clause 11.6.26* shall apply to the Bed of Muriwai (Coopers Lagoon) in place of *clauses 11.7.7(b) to (e)*, for so long as it is so managed.

11.7.8 Indemnity Relating to Lakebed

The Crown will indemnify Te Rūnanga from and against all actions, claims, demands, losses, damages, costs and expenses for which Te Rūnanga shall become liable arising from loss or damage to the property of, or death or injury to, any member of the public on any part of the Bed of Muriwai (Coopers Lagoon) in accordance with the rights of access and recreational use and enjoyment referred to in *clause 11.7.7* unless such loss, damage, death or injury is caused or contributed to by any act, omission, neglect or breach of this *clause 11.7* on the part of Te Rūnanga or any employee, contractor or agent of Te Rūnanga.

11.7.9 Existing Lawful Commercial Use and Structures

The Crown agrees that the Settlement Legislation will provide that the existing lawful commercial uses affecting the Bed of Muriwai (Coopers Lagoon) and all rights of ownership, use and occupation of the existing structures in or upon the Bed of Muriwai (Coopers Lagoon) described in *Attachment 11.37* shall continue in effect, for so long as and to the extent that such rights otherwise remain lawful.

11.7.10 Condition of Bed of Muriwai (Coopers Lagoon)

Te Rūnanga and the Crown agree that:

- (a) the Bed of Muriwai (Coopers Lagoon) will be vested in its state and condition as at the date of this Deed; and
- (b) without limiting *clauses 16.1.2, 17.3.1* or *17.3.2* but subject to *clause 20.4.7(c)*, Te Rūnanga will have no future recourse or action against the Crown, nor will it seek future recompense from the Crown in relation to the Bed of Muriwai (Coopers Lagoon).



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11.7.11 Crown to Maintain Condition

The Crown agrees that between the date of this Deed and the Settlement Date it will maintain and administer the Bed of Muriwai (Coopers Lagoon) in substantially the same condition as at the date of this Deed (subject to events beyond the control of the Crown) and in accordance with its existing management and administration of the Bed of Muriwai (Coopers Lagoon).

11.7.12 Registration of Interests on Title

The Crown agrees that the Settlement Legislation will provide for a direction to the District Land Registrar to record the matters intended to be protected by *clauses 11.7.5, 11.7.7, and 11.7.9* on the Certificate of Title as matters to which the fee simple estate is subject, and that those matters shall be deemed to amount to interests within the meaning of Section 62 of the Land Transfer Act 1952, and be capable of registration under the Land Transfer Act 1952 (to the extent that they do not already amount to such interests).

11.7.13 Maimais

The Crown agrees that the Settlement Legislation will provide that:

- (a) subject to *clause 11.7.13(b)*, existing levels of use in respect of Maimais on the Bed of Muriwai (Coopers Lagoon) shall continue unimpeded and without charge during a period of 5 years from date of vesting. After that date the continued use of Maimais on the Bed of Muriwai (Coopers Lagoon) shall be at the discretion of Te Rūnanga; and
- (b) if Te Rūnanga, the Crown and the North Canterbury Fish and Game Council agree that the Bed of Muriwai (Coopers Lagoon) is to be covered by the agreement referred to in *clause 11.6.13(b)*, then the provisions of *clause 11.6.13* shall apply to the Bed of Muriwai (Coopers Lagoon) in place of *clause 11.7.13(a)*, for so long as it is covered by that agreement.

11.7.14 Legal Access

The Crown agrees that if at any time no legal access is available to the Bed of Muriwai (Coopers Lagoon) the Crown will either:

- (a) grant an easement in favour of Te Rūnanga to provide legal access to the Bed of Muriwai (Coopers Lagoon), in the form set out in *Attachment 11.38* if the Crown is able to purchase land at a reasonable cost in order to do so; or
- (b) endeavour to obtain a registrable access easement on behalf of Te Rūnanga from one of the owners of the land surrounding the Bed of Muriwai (Coopers Lagoon), if it is able to do so at a reasonable cost.



11.7.15 Acknowledgement by Te Rūnanga

Te Rūnanga acknowledges and accepts that the Crown may not be able to provide legal access to the Bed of Muriwai (Coopers Lagoon) as provided in *clause 11.7.14*.

11.8 VESTING OF BED OF LAKE MAHINĀPUA**11.8.1 Definitions**

In this clause:

Bed of Lake Mahināpua means the land beneath the body of water known as Lake Mahināpua described as Westland Land District, Westland District Council, comprising 400.0 hectares approximately, being Part Section 2, S.O. Plan 12011, subject to the Land Act 1948, together with an access easement to be granted in favour of Te Rūnanga pursuant to *clause 11.8.14* over Part Reserve 1933 (Recreation Reserve Part New Zealand Gazette 1979 page 1396). Subject to survey as shown in *Allocation Plan MS 19 (S.O. Plan 12505)*.

11.8.2 Crown to Vest Fee Simple Title in Te Rūnanga

The Crown agrees that the Settlement Legislation will provide, notwithstanding any other enactment, for the vesting in Te Rūnanga on the Settlement Date of an estate in fee simple in the Bed of Lake Mahināpua on the terms set out in this *clause 11.8*.

11.8.3 Title Extends to Bed Only

The Crown agrees that the Settlement Legislation will provide that ownership of the Bed of Lake Mahināpua shall not of itself confer upon Te Rūnanga any rights or obligations of ownership, management or control of the waters of Lake Mahināpua or of the aquatic life (other than plants attached to the Bed) of Lake Mahināpua, or of any structures attached to or in the Bed of Lake Mahināpua and listed in *Part B of Attachment 11.39*.

11.8.4 Part IVA Conservation Act 1987

Te Rūnanga and the Crown acknowledge that Part IVA of the Conservation Act 1987 does not apply to the vesting of the Bed of Lake Mahināpua pursuant to this *clause 11.8*.

11.8.5 Issue of Certificate of Title

The Crown agrees that the Settlement Legislation will provide for the issue to Te Rūnanga of a certificate of title under the Land Transfer Act 1952 to the estate in fee simple so vested, subject to all disclosed registrable encumbrances or other agreed matters required to be noted on the title, as soon as reasonably practicable after the Settlement Date, but in any event no later than 12 months thereafter (or such other date as may be agreed by Te Rūnanga and the Crown).



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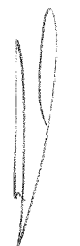
11.8.6 Existing Public Access and Use

The Crown agrees that the Settlement Legislation will provide:

- (a) that all existing lawful rights of public access to, and of recreational use and enjoyment affecting, the Bed of Lake Mahināpua (not including the use of Maimais) shall remain unaffected by vesting of title to the Bed of Lake Mahināpua in Te Rūnanga, for as long as and to the extent that such rights otherwise remain lawful;
- (b) that the Minister of Conservation may from time to time, upon the recommendation of Te Rūnanga and subject to *clause 11.8.6(d)* and to being satisfied that:
 - (i) public access to, or recreational use and enjoyment of, the Bed of Lake Mahināpua is having an adverse effect on the conservation values, including wāhi tapu values, of the Bed of Lake Mahināpua; and
 - (ii) in order to protect such conservation values, public access to or recreational use and enjoyment of, the Bed of Lake Mahināpua should be prohibited or regulated,

make bylaws to prohibit or regulate public access to or recreational use and enjoyment of the Bed of Lake Mahināpua to protect it from the adverse effects to such conservation values of the Bed of Lake Mahināpua;

- (c) that pursuant to and without limiting *clause 11.8.6(b)* the Minister of Conservation may make bylaws:
 - (i) to exclude, by public notice, public access to, or recreational use and enjoyment of, the whole or any part of the Bed of Lake Mahināpua, either permanently or temporarily;
 - (ii) to provide for the form of any public notice and the manner in which it shall be advertised;
 - (iii) to prescribe the forms and conditions of public access to, or recreational use and enjoyment of, the Bed of Lake Mahināpua; and
 - (iv) to prohibit or regulate any vehicles or boats using, or aircraft landing on or taking off from, the Bed of Lake Mahināpua;



- (d) that before making such bylaws:
- (i) the Minister of Conservation shall consult with the West Coast Conservation Board, the appropriate Papatipu Rūnanga (through Te Rūnanga), the West Coast Fish and Game Council, the West Coast Regional Council, the Westland District Council, and such other persons or organisations as the Minister of Conservation and Te Rūnanga may agree are appropriate and practicable;
 - (ii) the draft bylaws shall be notified by publishing a notice in a daily newspaper or newspapers circulating in the area where Lake Mahināpua is situated, inviting submissions on the draft bylaws;
 - (iii) the draft bylaws may also be notified in such other manner as the Minister of Conservation and Te Rūnanga may consider appropriate; and
 - (iv) the Minister of Conservation shall consider any submissions received on the draft bylaws; and
- (e) confirmation that, for the purposes of enforcing the bylaws, Te Rūnanga shall be an occupier under the Trespass Act 1980.

11.8.7 Indemnity Relating to Lakebed

The Crown will indemnify Te Rūnanga from and against all actions, claims, demands, losses, damages, costs and expenses for which Te Rūnanga shall become liable arising from loss or damage to the property of, or death or injury to, any member of the public on any part of the Bed of Lake Mahināpua in accordance with the rights of access referred to in *clause 11.8.6* unless such loss, damage, death or injury is caused or contributed to by any act, omission, neglect or breach of this *clause 11.8* on the part of Te Rūnanga or any employee, contractor or agent of Te Rūnanga.

11.8.8 Existing Lawful Commercial Use and Structures

The Crown agrees that the Settlement Legislation will provide that the existing lawful commercial uses affecting the Bed of Lake Mahināpua and all rights of ownership, use and occupation of the existing structures in or upon the Bed of Lake Mahināpua described in *Attachment 11.39* shall continue in effect, for so long as and to the extent that such rights remain lawful.

11.8.9 Condition of Bed of Lake Mahināpua

Te Rūnanga and the Crown agree that:

- (a) the Bed of Lake Mahināpua will be vested in its state and condition as at the date of this Deed; and
- (b) without limiting *clauses 16.1.2, 17.3.1 or 17.3.2*, but subject to *clause 20.4.7(c)*, Te Rūnanga will have no future recourse or action against the Crown, nor will seek future recompense from the Crown in relation to the Bed of Lake Mahināpua.

11.8.10 Crown to Maintain Condition

The Crown agrees that between the date of this Deed and the Settlement Date, it will maintain and administer the Bed of Lake Mahināpua in substantially the same condition as at the date of this Deed (subject to events beyond the control of the Crown) and in accordance with its existing management and administration of the bed of Lake Mahināpua.

11.8.11 Registration of Interests on Title

The Crown agrees that the Settlement Legislation will provide for a direction to the District Land Registrar to record the matters intended to be protected by *clauses 11.8.6 and 11.8.8* on the Certificate of Title as matters to which the fee simple estate is subject, and that those matters shall be deemed to amount to interests within the meaning of section 62 of the Land Transfer Act 1952, and be capable of registration under the Land Transfer Act 1952 (to the extent that they do not already amount to such interests).

11.8.12 Maimais

The Crown agrees that the Settlement Legislation will provide that existing levels of use in respect of Maimais on the Bed of Lake Mahināpua shall continue unimpeded and without charge during a period of 5 years from date of vesting, unless otherwise agreed by Te Rūnanga and the West Coast Fish and Game Council. After that date the continued use of Maimais on the Bed of Lake Mahināpua shall be at the discretion of Te Rūnanga.

11.8.13 Statutory Adviser

The Crown agrees that the Settlement Legislation will provide that the following areas shall be Sites for the purposes of *clause 12.4*:

- (a) the areas described in *Part D of Attachment 11.39* as long as they are held, managed, or administered under the Conservation Act 1987 or the statutes listed in the First Schedule to the Conservation Act 1987; and



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- (b) any areas within 500 metres of the Bed of Lake Mahināpua (or as otherwise agreed by the Minister of Conservation and Te Rūnanga) which may subsequently be acquired, managed or administered under the Conservation Act 1987 or the statutes listed in the First Schedule to the Conservation Act 1987 (excluding any such areas held, managed or administered under those Acts by Fish and Game Councils) as long as they are so held, managed or administered.

11.8.14 Legal Access to Bed of Lake Mahināpua

The Crown agrees that the Settlement Legislation will provide that on the Settlement Date, or as soon as reasonably practicable thereafter, it will grant an easement in the form set out in *Attachment 11.40* in favour of Te Rūnanga over the recreation reserve land adjacent to the Bed of Lake Mahināpua to provide legal access to the Bed of Lake Mahināpua, notwithstanding section 59A of the Reserves Act 1977 and Part IIIB of the Conservation Act 1987.

11.9 LEASE OF TE WAIHORA SITES

11.9.1 Grant of Leases

The Crown agrees that the Settlement Legislation will provide:

- (a) for the Crown to grant leases to Te Rūnanga of Pakoau (as described in *Attachment 11.41*) and Waikirikiri (as described in *Attachment 11.42*);
- (b) for such leases to be deemed to be concessions granted under and in compliance with Part IIIB of the Conservation Act 1997, on the terms and conditions set out in *Attachments 11.41* and *11.42* respectively; and
- (c) for the avoidance of doubt, that section 11 and Part X of the Resource Management Act 1991 will not apply to the grant of the leases referred to in *clause 11.9.1(a)*.

TUKU TUKU IWI TO BE VESTED IN TE RŪNANGA IN FEE SIMPLE

ATTACHMENT 11.1
TUKU TUKU IWI TO BE VESTED IN TE RŪNANGA IN FEE SIMPLE
(Clause 11.2.1)

<i>Area</i>	<i>Description</i>	<i>Encumbrances</i>
Tuku Tuku Iwi	Marlborough Land District, Kaikoura District Council. 134.7603 hectares, more or less, being Section 5, Block III Hundalee Survey District, S.O. Plan 487. All New Zealand Gazette 1986, page 1499, as shown on <i>Allocation Plan MS</i> <i>102(S.O. Plan 7319).</i>	Nil


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ATTACHMENT 11.2
TE PARINUI O WHITI TO BE VESTED IN TE RŪNANGA
IN FEE SIMPLE
(Clause 11.2.2)

<i>Area</i>	<i>Description</i>	<i>Encumbrances</i>
Te Parinui o Whiti	Marlborough Land District, Marlborough District Council. Undefined area being Crown Land, Block III, Clifford Bay Survey District. Subject to survey as shown on <i>Allocation Plan MS 7(S.O. Plan 7304)</i> . Subject to section 62 Conservation Act 1987.	Subject to covenants to protect the conservation values and any rare plants on the site and public access covenant along coastal strip in the form set out in <i>Attachment 11.2A</i> .

DEED OF COVENANT

ATTACHMENT 11.2A
DEED OF COVENANT
 (Section 77 Reserves Act 1977)
 Te Parinui o Whiti (White Cliffs)

THIS DEED made the day of 199

BETWEEN

- (1) **TE RŪNANGA O NGĀI TAHU** (*the Landholder*)
- (2) **THE MINISTER OF CONSERVATION** (*the Minister*)

WHEREAS

- A The Landholder and the Crown are parties to a Deed of Settlement dated [].
- B Pursuant to the Deed of Settlement, the Crown agreed to transfer to the Landholder certain land including the Land, such transfer to be subject to a Deed of Covenant being entered into between the Landholder and the Minister which recognises that certain measures are necessary to protect the agreed conservation values defined in this agreement.
- C Under section [] of the Ngāi Tahu Claims Settlement Act 1997, this covenant is deemed to have been entered into by the Minister pursuant to section 77 of the Reserves Act 1977, and therefore binds all future owners of the Land.

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

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed unless the context otherwise requires:

Act means the Reserves Act 1977;

Coastal Strip Area means “the strip of land 20 metres wide extending along and abutting the landward margin of any foreshore”;

Conservation Values means those values contained in the area of coastal dry cliff and shrubland communities, including the populations of local endemic plants such as *Senecio Hawaii*;

DEED OF COVENANT

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

Land means the land described in *Schedule 1*.

- 1.2 In the interpretation of this Deed, unless the context otherwise requires:
- 1.2.1 headings appear as a matter of convenience and are not to affect the interpretation of this Deed;
 - 1.2.2 the singular includes the plural and vice versa, and words importing one gender include the other genders;
 - 1.2.3 a reference to an enactment or any regulations is a reference to that enactment or those regulations as amended, or to any enactment or regulations substituted for that enactment or those regulations but this provision shall be read subject to *clause 1.3*;
 - 1.2.4 a reference to a party to this Deed or any other document or agreement includes that party's successor, heirs, executors and assigns in perpetuity;
 - 1.2.5 a reference to the Minister includes any officer or duly authorised agent of the Minister;
 - 1.2.6 the Landholder shall not be personally liable in damages for any breach of agreement committed, after he/she/it has parted with all interest in the Land if such a breach occurs;
 - 1.2.7 where there is more than one owner of the Land, this Deed binds them both jointly and severally;
 - 1.2.8 where the Landholder is a company, the covenants contained in this Deed shall bind a receiver, liquidator, statutory manager or statutory receiver. Where the Landholder is a natural person, this Deed shall bind the official assignee. In either case, this Deed binds a mortgagee in possession.
- 1.3 The parties agree that the rule of interpretation referred to in *clause 1.2.3* is intended only to facilitate interpretation of this Deed in circumstances where legislative changes make statutory references in this Deed obsolete. It is not intended to indicate, and should not be interpreted as indicating, any consent by the Landholder to, or acquiescence by the Landholder in, the introduction to Parliament by the Crown of any proposed statutory amendment which would adversely affect the redress provided by the Crown pursuant to the Deed of

A handwritten signature in black ink, appearing to be 'DM', is located in the bottom right corner of the page.

DEED OF COVENANT

Settlement referred to in *Recital A* or the ability of either party to fulfil its obligations expressed in this Deed or in that Deed of Settlement.

2 PROTECTION OF CONSERVATION VALUES

2.1 In order to protect the Conservation Values, the Landholder agrees with the Minister that the Landholder will not carry out, or allow to be carried out, without the prior consent of the Minister:

- (a) Any removal of native plants, shrubs, or trees;
- (b) Any burning, chemical spraying, topdressing or the sowing of exotic seed;
- (c) Any significant cultivation, earthworks or other soil disturbance; or
- (d) Any planting of trees or shrubs which are not indigenous.

The Minister's consent will not be unreasonably withheld.

2.2 In order to protect the Conservation Values, the Landholder agrees, as far as reasonably practicable, to keep the Land:

- (a) free of gorse, broom, old man's beard, nodding thistle and other plant pests;
- (b) free from rabbits, possums, goats, and other animal pests; or
- (c) free from rubbish or other unsightly or offensive material.

3 REGISTRATION OF COVENANT

3.1 The Minister will cause a notification of this covenant to be recorded against the title to the Land in the manner provided for in section 77 of the Reserves Act 1977, as soon as reasonably practicable after the execution of this Deed. The intention of recording the covenant against the title in this way is to bind future owners and to allow for the application of sections 93-105 of the Reserves Act 1977.

4 ACCESS FOR MINISTER

4.1 The Landholder grants the Minister a right of access onto the Land for the purpose of:

- (i) examining and recording the condition of the Land;



DEED OF COVENANT

- (ii) carrying out work for the protection and/or enhancement of the Conservation Values, including plantings of dryland Marlborough endemic plants where appropriate; or
- (iii) erecting, at his cost, any fencing necessary for the protection of the Conservation Values.

In exercising this right of access, the Minister must obtain the prior consent of the Landholder and take all reasonable steps to minimise disruption to the Landholder's operations on the Land. The Landholder agrees not to unreasonably withhold or delay consent. Nothing in this clause requires the Minister to carry out any such work.

5 PUBLIC ACCESS

- 5.1 The Landowner agrees that the public will be allowed access along and over the Coastal Strip Area. Public access on to and over the remainder of the Land may be allowed with the consent of the Landowner for purposes consistent with this Deed and the Landowner agrees not to unreasonably withhold consent.

6 INDEMNITY

The Minister agrees to indemnify the Landholder from and against all actions, claims, demands, losses, damages, costs and expenses for which the Landholder shall become liable arising from loss or damage to the property of, or death or injury to, any person on any part of the Land in accordance with the right of access given under *clause 5.1* unless such loss, damage, death or injury is caused or contributed to by any act, omission, neglect or breach of this Deed of Covenant on the part of the Landowner or any employee, contractor or agent of the Landowner.

7 NOTICES

- 7.1 Any notice required to be given to either party under this Deed will be sufficiently given if in writing and served as provided in section 152 of the Property Law Act 1952 and shall be sufficiently given if sent by post or delivered to the residential address of the Landholder or the Landholder's solicitor. In the case of the Minister, the notice will be sufficiently given if it is sent by post or delivered to the office for the time being of the Conservator, Department of Conservation, Nelson/Marlborough Conservancy.



DEED OF COVENANT

8 DISPUTE RESOLUTION

- 8.1 Any dispute which arises between the Landholder and the Minister in any way relating to this agreement may be resolved by referring the dispute to an agreed third party for decision or by arbitration under the provisions of the Arbitration Act 1996.

SCHEDULE 1

Marlborough Land District, Marlborough District Council. Area subject to survey being Crown Land, Block III Clifford Bay Survey District. Subject to survey as shown on Allocation Plan MS 7 (S.O. 7304). Subject to Section 62 of the Conservation Act 1987.

ATTESTATION AND EXECUTION



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ATTACHMENT 11.3
SINCLAIR WETLANDS TO BE VESTED IN TE RŪNANGA
IN FEE SIMPLE
(Clause 11.2.4)

<i>Area</i>	<i>Description</i>	<i>Encumbrances</i>
<i>Sinclair Wetlands</i>	<p>That part remaining of: Otago Land District, Clutha District.</p> <p>A) 56.5548 hectares, more or less, being Section 5, Block XXIII, Waihola Survey District, (SO Plans 1742). Part CT 428/22 subject to Covenant under Section 22 Queen Elizabeth The Second National Trust Act 1977 registered as 651066. As shown on Allocation Plan A500 (SO 24691)</p> <p>B) 258.8471 hectares, more or less, being Sections 2, 3, 4, 5 and part of Sections 1 and 6, Block XVI and Sections 1, 2, 3, 4, 5, 6 and 8, Block XXIII, Waihola Survey District, (SO Plans 65, 78, 1742 and 8342). Balance CT 428/22 subject to Covenant under Section 22 Queen Elizabeth The Second National Trust Act 1977 registered as 651066. As shown on <i>Allocation Plan A 500 (S.O. Plan 24691)</i>, after the subdivision and transfer of</p>	<p>Subject to Covenant numbered 651066 entered into under section 22 of the Queen Elizabeth The Second National Trust Act 1977 on 4 December 1985, and assumption of all of the obligations of the Crown under an unregistered agreement dated 13 July 1985 between Horace Alexander Sinclair and Ducks Unlimited (N.Z.) Incorporated (subsequently assigned to the Crown pursuant to an Agreement for Sale and Purchase between Ducks Unlimited (N.Z.) Incorporated and Peter Austin Gowing (as Agent for the Crown).</p>

SINCLAIR WETLANDS TO BE VESTED IN TE RŪNANGA IN FEE SIMPLE

<i>Area</i>	<i>Description</i>	<i>Encumbrances</i>
	Section 5, Block XXIII to the Ancillary Claims Trustees pursuant to <i>clause 14.12.2.</i>	



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TE WAIOMĀKUA TO BE VESTED IN TE RŪNANGA IN FEE SIMPLE

ATTACHMENT 11.4
TE WAIOMĀKUA TO BE VESTED IN TE RŪNANGA IN FEE SIMPLE
(Clause 11.2.6)

<i>Area</i>	<i>Description</i>	<i>Encumbrances</i>
Te Waiomākua	Canterbury Land District, Banks Peninsula District Council. 21 hectares approximately, being Part Reserve 682 (S.O. 4448) Part Canterbury Gazette 1867 page 4. Subject to survey as shown on <i>Allocation Plan MS 254 (S.O. Plan 19870)</i> .	Subject to grazing licence dated 14 January 1992, originally to Grant Robertson, renewed in the name of Herbert Clifford Vanstone.


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ATTACHMENT 11.5
GREENPARK HUTS TO BE VESTED IN TE RŪNANGA IN FEE SIMPLE
(Clause 11.2.6)

<i>Area</i>	<i>Description</i>	<i>Encumbrances</i>
Greenpark Huts	Canterbury Land District, Selwyn District Council. 1.6491 hectares, more or less, being Parts Reserve 959 (S.O. 6526) situated in Block XIV Halswell Survey District, as shown on <i>Allocation Plan MS 256</i> <i>(S.O. Plan 19872).</i>	Subject to 32 existing tenancy agreements.

MOTUTAPU TO BE VESTED IN TE RŪNANGA IN FEE SIMPLE

ATTACHMENT 11.6
MOTUTAPU TO BE VESTED IN TE RŪNANGA
IN FEE SIMPLE
(Clause 11.2.7)

<i>Area</i>	<i>Description</i>	<i>Encumbrances</i>
Motutapu	Westland Land District, Grey District Council. 5.0 hectares, approximately, being Part Bed of Grey River (Motutapu Island). Subject to survey, as shown on <i>Allocation Plan MS 18 (S.O. Plan 12504)</i> .	Easement for water pipe, and well if required, to be created in favour of Grey District Council on vesting, in form annexed as <i>Attachment 11.6A</i> .

MOTUTAPU EASEMENT

ATTACHMENT 11.6A
MOTUTAPU EASEMENT
(Clause 11.2.7)

THIS DEED made this day of 199 between the COMMISSIONER OF CROWN LANDS (hereinafter together with his successors and assigns called “the Grantor”) of the one part and the GREY DISTRICT COUNCIL a body corporate under the Local Government Act 1974 (hereinafter together with its successors and assigns called “the Grantee” of the other part

WHEREAS

- 1 The land described as Motutapu Island shown on the attached plan (hereinafter called the “servient tenement”) is vested in Her Majesty the Queen
- 2 The Grantor may, by virtue of the Land Act 1948, execute documents on behalf of Her Majesty
- 3 The Grantor has agreed to convey and grant to the Grantee the easement to take and convey water hereby created subject to the terms and conditions contained herein

NOW THEREFORE the Grantor grants to the Grantee an easement in gross the right to take and convey water.

- 1 The right is to take and convey water
 - at any time except during any periods of necessary cleaning and repairing
 - in any quantity
 - in common with any other person lawfully entitled to do so
 - from the gallery and well
 - and following the stipulated course across that part of the servient tenement marked on the attached plan

MOTUTAPU EASEMENT

- 2 The easement is for a term of 20 years commencing on the date of execution of this instrument.
- 3 The Grantee must use the line of pipes already laid by way of aerial cableway and is entitled to maintain those pipes. The Grantee is entitled to take the water from the river using the gallery and well which currently exists on the island. This easement does not authorise the taking of water from the island in any other way.
- 4 The Grantee is entitled to enter upon the servient tenement for the purposes of inspecting, maintaining or repairing and from time to time renewing the pipeline and the gallery and well.
- 5 The Grantee, in the exercise of its rights under this easement, must:
 - cause as little disturbance as possible to the surface of the servient tenement; and
 - ensure that the surface is restored as nearly as possible to its original condition; and
 - if required by the Transferor, resow the surface with grasses to the extent to which it has been disturbed.
- 6 The Grantee must compensate the Grantor for all damage done by reason of the exercise by the Grantee of its rights under this easement.
- 7 The Grantee must keep the pipeline in good repair and not permit it to do damage of any kind or become a nuisance by bursting, leakage or any cause whatsoever.
- 8 Each year during the term of the easement the Grantee must pay to the Grantor a fee. For the first three years of the term, the annual fee must be one peppercorn (if demanded) and thereafter the annual fee may be reviewed at three-yearly intervals.
- 9 On review of the annual fee, the Grantor must give notice in writing to the Grantee of the proposed annual fee.
- 10 If the parties fail to reach agreement within three months of service of the notice, the annual fee is to be fixed by the parties referring the matter to mediation.



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MOTUTAPU EASEMENT

- 11 The mediation must be conducted by a duly qualified mediator (being a member of the Mediators Institute or a member of LEADR) appointed if the parties cannot agree on one by the President of the Wellington District Law Society. In the event that the dispute is not capable of being resolved by mediation, then the matter may be resolved by arbitration in accordance with the provisions of the Arbitration Act 1996.
- 12 If the Grantee fails to perform any of its obligations under this instrument the Grantor may give one months written notice to the Grantee terminating this easement. All the rights of the Grantee under this instrument will then cease. The Grantee will not be released from liability for damages for any breach of its obligations under this instrument. The Grantee must, when requested execute a surrender of easement. Within three months of termination of this easement, the Grantee must remove the gallery and well and pipeline from the servient tenement and must leave the land in a clean and tidy condition.
- 13 The Grantee may have a renewal of this easement for a further term of ten years at the discretion of the Grantor.
- 14 The Grantee must indemnify the Grantor against all and any claim for loss or damage which may arise in any manner from the creation of this easement or exercise by the Grantee of its rights under this easement.

SIGNED by the)

COMMISSIONER OF)

CROWN LANDS)

in the presence of:)

Witness Signature:

Occupation:

Address

MOTUTAPU EASEMENT

SIGNED for and on

behalf of)

the GREY DISTRICT)

COUNCIL)

in the presence of:)

Witness Signature:

Occupation:

Address:

A handwritten signature in cursive script is located in the bottom right corner of the page. Below the signature, the initials 'DH' are written in a simple, blocky font.

ATTACHMENT 11.7
ŌKEINA (OKAINS BAY) TO BE VESTED IN TE RŪNANGA
IN FEE SIMPLE
(Clause 11.2.8)

<i>Area</i>	<i>Description</i>	<i>Encumbrances</i>
Ōkeina (Okains Bay)	Canterbury Land District, Banks Peninsula District Court. 21.6848 hectares, more or less, being Reserves 3734 (S.O. 9731), 4440 (S.O. 9731) and 5044 (S.O. 9731), Rural Section 41018 (S.O. 14853), Section 1 (S.O. 17388). Part New Zealand Gazette 1991 page 760, as shown on <i>Allocation Plan MS 257 (SO Plan 19873)</i> .	Licence to graze dated 23 July 1997 in favour of Murray Thacker. Licence to graze dated 23 July 1997 in favour of B R Harris and J P Harris.

Restrictions, Terms and Conditions of Appointment

- Banks Peninsula District council may continue to delegate all powers and obligations of control and management to a committee of the Council.
- Te Rūnanga to be invited to appoint a member to that committee or any body substituted for that committee.
- Council to have power to erect new structures and improvements (also to be vested in Council, to be held in trust for the benefit of the Okēina (Okains Bay) Community) and to move structures and improvements owned by the Council to a different location on the land, after consulting Te Rūnanga and having particular regard to its views.
- Council to have sole right to charge for use of facilities and to manage expenditure and revenue for the benefit of Ōkeina (Okains Bay) and the structures and improvements on the land.
- Council to exempt the land from rates for so long as it is controlled and managed as if it were a recreation reserve.
- public access to and all activities on reserve to be regulated by Council in accordance with the Reserves Act 1977.
- Te Rūnanga always to have free access to Tihi Ara Pata (which the Council has agreed may be vested in Te Rūnanga).



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ATTACHMENT 11.8
SOUTH BAY - KAIKOURA TO BE VESTED IN
TE RŪNANGA IN FEE SIMPLE
(Clause 11.2.10)

<i>Area</i>	<i>Description</i>	<i>Encumbrances</i>
South Bay – Kaikoura	Marlborough Land District, Kaikoura District Council. 6.1400 hectares, more or less, being Lot 4, DP 6280. Part Transfer 131636.10 (Marlborough Land Registry) as shown on <i>Allocation Plan A 106</i> (<i>S.O. Plan 7322</i>).	Subject to the Deed of Exchange dated 20 December 1982 between Melville Arthur Syme of Kaikoura, Farmer, Errol Lawson Little of Christchurch, Company Director, Peter Warwick Cook Prosser of Rangiora, Chartered Accountant, David Osborne Crerar of Rangiora, Solicitor as Trustees for the Melville Syme Family Trust and Ian Balfour Mitchell, Commissioner of Crown Lands for the Land District of Marlborough acting for and on behalf of Her Majesty the Queen.

THE POINT – KAIKOURA TO BE VESTED IN TE RŪNANGA IN FEE SIMPLE

ATTACHMENT 11.9
THE POINT - KAIKOURA TO BE VESTED IN TE RŪNANGA
IN FEE SIMPLE
(Clause 11.2.11)

<i>Area</i>	<i>Description</i>	<i>Encumbrances</i>
The Point – Kaikoura	Marlborough Land District, Kaikoura District Council. 1.2754 hectares, more or less, being Lot 5, DP 6280. Part Transfer 131636.9 (Marlborough Land Registry) as shown on <i>Allocation Plan A 494 (S.O. Plan 7326)</i> .	Subject to the Deed of Exchange, dated 20 December 1982 between Melville Arthur Syme of Kaikoura, Farmer, Errol Lawson Little of Christchurch, Company Director, Peter Warwick Cook Prosser of Rangiora, Chartered Accountant, David Osborne Crerar of Rangiora, Solicitor as Trustees for the Melville Syme Family Trust and Ian Balfour Mitchell, Commissioner of Crown Lands for the Land District of Marlborough acting for and on behalf of Her Majesty the Queen.

ATTACHMENT 11.10
WHAKAMĀTAKIURU (ELLESMERE LANDING) TO BE VESTED
IN TE RŪNANGA IN FEE SIMPLE

(Clause 11.2.12)

<i>Area</i>	<i>Description</i>	<i>Encumbrances</i>
Whakamātakiuru (Ellesmere Landing)	Canterbury Land District, Selwyn District Council. 2.0 hectares, approximately, being Part Taumutu Māori Reserve 806, (S.O. Plan 4591). Part Canterbury Gazette 1867, page 201. Subject to survey (including internal boundaries) as shown on <i>Allocation Plan A</i> <i>196 (S.O. Plan 19862)</i> .	Subject to Memoranda of Lease for the present occupiers of the Whakamātakiuru (Ellesmere Landing) in the form set out in <i>Attachment 11.13</i> .



ATTACHMENT 11.11
LEASE OVER WHAKAMĀTAKIURU (ELLESMERE LANDING)
(Clause 11.2.14)

DEED OF LEASE

Deed made the day of 1997.

Landlord:

Tenant:

Guarantor:

WHEREAS

1. The Landlord leases to the Tenant and the Tenant takes on Lease the premises described in the First Schedule (together with the right to use the Landlord's improvements, fittings and fixtures and any common areas of the property, if any) for the term from the commencement date and at the annual rental (subject to review) as set out in the First Schedule.
2. The Landlord and the Tenant covenant as set out in the Second Schedule.
3. The Guarantor covenants with the Landlord as set out in the Guarantee in the Third Schedule.

SIGNED by the Landlord)
in the presence of:)

Witness: _____

Occupation: _____

Address: _____

LEASE OVER WHAKAMĀTAKIURU (ELLESMERE LANDING)

SIGNED by the Tenant)
in the presence of:)

Witness: _____

Occupation: _____

Address: _____

SIGNED by the Guarantor)
in the presence of:)

Witness: _____

Occupation: _____

Address: _____



LEASE OVER WHAKAMĀTAKIURU (ELLESMERE LANDING)

FIRST SCHEDULE

Premises: That part of the land situated at Whakamātakiuru (Ellesmere Landing) as indicated on the **attached** plan marked "A".

Term: Five (5) years

Commencement Date:

Further Terms: One further term of five (5) years

Renewal Dates:

Final Expiry Date:

Annual Rent: (subject to review)

Quarterly payments of Rent:

Rent Payment Dates: The 1st day of each month of January, April, July and October in each year commencing on the 1st day of 199

Review Dates:

Default Interest Rate: 90 day Bank Bill rate or at the date of default, plus 750 basis points, compounded quarterly per annum

Use of the Premises: Permanent or temporary residential accommodation

Improvements Rent Percentage: 10%

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SECOND SCHEDULE**Tenant's Payments***Rent*

1. The Tenant shall pay the annual rent by equal quarterly payments in advance (or as varied pursuant to any rent review) on the rent payment dates. The first quarterly 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 by direct payment to the Landlord or as the Landlord may direct.

Rent Review

- 2.1 The annual rent may be reviewed by the Landlord as follows:
 - (a) the Landlord shall commence a review by, not earlier than 3 months prior to a review date or at any time up to the next following review date, giving written notice to the Tenant specifying the annual rent considered by the Landlord to be the current market rent as at that review date;
 - (b) if, by written notice to the Landlord within 28 days after receipt of the Landlord's notice, the Tenant disputes that the proposed new annual rent is the current market rent then the new rent shall be determined in accordance with *clause 2.2* but the new rent shall not be less than the annual rent payable during the period of 12 months immediately preceding the relevant review date;
 - (c) if the Tenant fails to give such notice (time being of the essence) the Tenant shall be deemed to have accepted the annual rent specified in the Landlord's notice;
 - (d) the annual rent so determined or accepted shall be the annual rent from the review date or the date of the Landlord's notice if such notice is given later than 3 months after the review date;
 - (e) pending the determination of the new rent, the Tenant shall pay the rent specified in the Landlord's notice. Upon determination of the new rent an appropriate adjustment shall be made; and
 - (f) the rent review, at the option of either party, may be recorded in a Deed. The cost of such Deed and the stamp duty shall be payable by the Tenant.

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- 2.2 Immediately following receipt by the Landlord of the Tenant's notice the parties shall endeavour to agree upon the current market rent, but if agreement is not reached within 14 days then the new rent shall be determined by arbitration. When the new rent has been determined the arbitrators shall give written notice 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.

Outgoings

- 3 The Tenant shall pay a fair proportion as shall be agreed (or failing agreement determined by arbitration) of the following outgoings in respect of the property:
- (a) rates or levies payable to any local or territorial authority;
 - (b) charges for water, gas, electricity, telephones and other utilities or services;
 - (c) all maintenance charges relating to any common land including (without limitations):
 - (i) charges payable in respect of the formation, maintenance or repair of footpaths, driveways, curbing, sanitation works, boundary walls or fences or other erections; and
 - (ii) charges for work carried out to prevent further erosion of the Ellesmere Lake front and subsequent charges relating to the maintenance thereof; and
 - (d) rubbish collection charges.

Such outgoings shall be payable on demand or if required by the Landlord by quarterly instalments on each rent payment date.

Goods & Services Tax

- 4 The Tenant shall pay to the Landlord or as the Landlord shall direct any GST payable by the Landlord in respect of the rental and other payments payable by the Tenant in terms of this Deed. 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.

Interest on unpaid money

- 5 If the Tenant defaults in payment of the rent or other monies payable hereunder for 14 days then the Tenant shall pay on demand interest at the default interest rate on the monies unpaid from the due date for payment to the date of payment.

Costs

- 6 The Tenant shall pay the Landlord's solicitor's costs of and incidental to the preparation of this Lease and any variation or renewal of any deed recording a rent review and the stamp duty payable, 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.

Indemnity

- 7 The Tenant shall indemnify the Landlord against all damage or loss resulting from any act or omission on the part of the Tenant or the Tenant's invitees. The Tenant shall recompense the Landlord for all expenses incurred by the Landlord in making good any damage to the property resulting from any such act or omission.

Landlord's Payments*Outgoings*

- 8 Subject to the Tenant's compliance with the provisions of *clause 3* the Landlord shall pay all outgoings in respect of the property that are not payable by the Tenant directly.

Maintenance and Care of Premises*Tenant's Obligations*

- 9.1 The Tenant shall in a proper and workmanlike manner and to the reasonable requirements of the Landlord:
- (a) keep and maintain all of the Landlord's improvements, fixtures and fittings in the same clean order, repair and condition as they were in at the commencement of this Lease (subject to fair wear and tear);
 - (b) make good any damage to the Landlord's improvements, fixtures and fittings caused by improper, careless or abnormal use by the Tenant or those for whom the Tenant is responsible;

A handwritten signature in black ink, appearing to be 'JDM', is located in the bottom right corner of the page.

- (c) keep and maintain the Tenant's improvements in good order, repair and condition and in particular keep and maintain any buildings on the property insured under a full replacement and reinstatement policy against loss, damage or destruction by fire;
- (d) keep and maintain any pavings and other sealed or surfaced areas in good order and repair;
- (e) 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;
- (f) keep and maintain the storm or waste water drainage system including downpipes and guttering clear and unobstructed;
- (g) keep and maintain all water pipes in good order, repair and condition;
- (h) regularly cause all rubbish and garbage to be removed from the Premises and keep all rubbish bins and 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; and
- (i) maintain and upgrade to the reasonable satisfaction of the Landlord all septic tanks on the Premises and in particular clean out such tanks at least every 3 years throughout the term. In the event that an effective sewage disposal system which complies with all local authority regulations and bylaws does not exist as at the commencement date of this lease, the tenant shall install such sewage disposal system or septic tank to the landlord's reasonable satisfaction and to the requirements of the relevant local authority, within 3 months of the commencement date of this lease.

9.2 The Tenant shall also:

- (a) contribute towards the reasonable costs of the erection of boundary fences to the Premises (if required by the Landlord) and maintain such fences in good condition; and
- (b) not object to any consent sought by the Landlord in relation to the Premises pursuant to the Resource Management Act and in particular shall assist the Landlord fully in any such consent application.

Landlord's Right of Inspection

- 10 The Landlord and the Landlord's agents may at all reasonable times enter the Premises to view their condition. If the Landlord gives the Tenant written notice of any failure on the part of the Tenant to comply with any of the requirements of *Clause 9*, the Tenant shall take all reasonable steps to comply forthwith.

Use of Premises

- 11 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 for use as a residence.
- 12 The tenancy shall relate only to the Premises 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. The Landlord shall not be responsible to the Tenant for any act of default or neglect of any other Tenant of the property.
- 13 The Tenant shall neither make nor allow to be made any alterations or additions to any part of the Premises without first producing to the Landlord plans and specifications and obtaining the written consent of the Landlord (not to be unreasonably or arbitrarily withheld) 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 of the term reinstate the premises. The Tenant, when undertaking any "building work" to the Premises (as that term is defined in the Building Act 1991) shall comply with all statutory requirements including the obtaining of building consents and code compliance certificates pursuant to that Act.
- 14 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.

If the Landlord is obliged by any such legislation or requirement to expend monies on any improvement, addition or alteration to the Premises then the Landlord shall be entitled to charge in addition to the rent an annual sum equal to the improvements rent percentage of the amount so expended by the Landlord and the quarterly payments of rent shall increase accordingly from the first rent payment date following completion of such improvement, addition or alteration.

- 15 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;
 - (b) use the Premises or allow them to be used for any noisome, noxious, illegal or offensive trade or business;
 - (c) 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; or
 - (d) the tenant shall not pollute the Lakeshore in the area nor carry on any dangerous, noisy or offensive activity on such Lakeshore.

Damage to or Destruction of Premises

Total Destruction

- 16 If the Premises or any portion of improvements on the Premises 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 three (3) months of the date of damage or destruction give the Tenant one month's written notice to terminate and a fair proportion of the rent and outgoings shall cease to be payable according to the nature and extent of the damage.

Any termination pursuant to this clause shall be without prejudice to the rights of either party against the other.

Partial Destruction

- 17 If the Premises or improvements on the Premises shall be damaged but not so as to render the Premises untenable and all the necessary permits and consents shall be obtainable, then the Tenant shall with all reasonable speed expend all insurance monies received by the Tenant in respect of such damage towards repairing such damage or reinstating the Premises. Until the completion of the repairs or reinstatement a fair proportion of the rent and outgoings shall cease to be payable

according to the nature and extent of the damage. If any such permit or consent shall not be obtainable all the insurance monies received by the Tenant 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

Re-Entry

18 The Landlord may re-enter the Premises at any time:

- (a) if the rent shall be in arrear 14 days after any of the rent payment dates;
- (b) in case of breach by the Tenant of any covenant or agreement on the Tenant's part;
- (c) if the Tenant shall make or enter into any composition, assignment or other arrangement with or for the benefit of the Tenant's Creditors; or
- (d) in the event of the insolvency, bankruptcy or liquidation of the Tenant,

and the term shall terminate on such re-entry but without prejudice to the rights of either party against the other.

19 Upon re-entry the Landlord may remove from the Premises any chattels in the apparent possession of the Tenant and place them outside the Premises and the Landlord shall not be answerable for any loss resulting from the exercise of the power of re-entry. Further, the Landlord shall take possession of all buildings and improvements on or in the premises and may dispose of such buildings and improvements at the discretion of the Landlord and in that event any balance of funds after deducting rental and/or all outgoings owing, penalty interest and all expenses, shall be paid to the Tenant.

20 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.

Quiet Enjoyment

- 21 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 Term

- 22 If the Tenant has not been in breach of this lease and has given the Landlord written notice to renew the lease at least 3 months before the end of the term then the Landlord will, at the cost of the Tenant, renew the lease for the next further term from the renewal date as follows:
- (a) the annual rent shall be agreed upon or failing agreement shall be determined in accordance with *clause 2.1* but such annual rent shall not be less than the rent payable during the 12 month period immediately preceding the renewal date;
 - (b) such annual rent shall be subject to review during the further term on the review dates;
 - (c) the renewed lease shall otherwise be upon and subject to the covenants and agreements contained in this lease except that the term of this lease plus all further terms shall expire on or before the final expiry date; and
 - (d) pending the determination of the renewal rent the Tenant shall pay the rent proposed by the Landlord. Upon determination any appropriate adjustment shall be made.

Assignment or Sub-letting

- 23 The Tenant shall not assign, sub-let or otherwise part with the possession of the premises or any part thereof without first obtaining the written consent of the Landlord which consent shall not be unreasonably withheld.

Landlord's Option to Purchase

- 24 Upon termination of the Lease (subject to the Landlord's right upon re-entry pursuant to *clause 19*) the Landlord shall have an option to purchase all or part of the Tenant's improvements, fixtures and fittings on the Premises. If the Landlord is interested in exercising that option then the parties shall endeavour to agree upon a price for such improvements, fixtures and fittings to be purchased and in



the event that the parties cannot agree then such purchase price may be determined by two registered valuers (one appointed by each party) or their umpire in the event that the valuers cannot agree.

If, following such determination, the Landlord elects to proceed, the purchase price shall be paid forthwith to the Tenant and ownership in all such improvements, fixtures and fittings shall immediately upon payment pass to the Landlord.

In the event that the Landlord chooses not to exercise such option, the Tenant shall remove all of the Tenant's improvements, fixtures and fittings, at the Tenant's cost, immediately upon notification by the Landlord to the Tenant that the Landlord elects not to exercise the option. The Tenant further shall make good any damage made to the Premises by such removal, to the reasonable satisfaction of the Landlord. In the event that the Tenant fails to remove such improvements, fixtures and fittings within 3 months of receiving notice, the Landlord may do so without answering to the Tenant for any resultant damage or loss, and the Tenant shall be liable to the Landlord for all costs and expenses involved in such removal. Upon a resale of such improvements, fixtures and fittings by the Landlord, the Landlord shall deduct all costs and expenses involved in such removal and reselling and shall pay to the Tenant any balance.

Arbitration

- 25 All disputes between the parties shall be submitted to the arbitration of a single arbitrator if one can be agreed upon or to two arbitrators (one to be appointed by each party) and their umpire. Such arbitration is to be carried out in accordance with the provisions of the Arbitration Act 1996 or any then statutory provisions relating to arbitration. This clause shall not prevent the Landlord suing the Tenant for arrears of rent or other monies payable by the Tenant.

Interpretation

- 26 In this Lease:
- (a) "The Landlord" and "the Tenant" means, where appropriate, the executors, administrators, successors and assigns of the Landlord and the Tenant;
 - (b) "The Property" means the land of the Landlord at Fishermans Point, Whakamātakiuru (Ellesmere Landing Reserve) containing 5 acres, more or less, being part of Reserve 806, S.O. Plan 4591, Block VII Southbridge Survey District; and *[is this the correct description?]*



- (c) “The Common Areas” means those parts of the property which are shared with other Tenants and Occupiers and include the Lakeshores of Te Waihora.



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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 of 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.


DH

ATTACHMENT 11.12
MATARIKI TO BE VESTED IN
TE RŪNANGA IN FEE SIMPLE
(Clause 11.2.20)

<i>Area</i>	<i>Description</i>	<i>Encumbrances</i>
Matariki	Southland Land District, Southland District Council. Matariki Island and Islet (off Cosy Nook). Subject to survey as shown on <i>Allocation Plan</i> <i>A 194 (S.O. Plan 12239)</i> .	Nil.

TARAMEA/HOWELLS POINT TO BE VESTED IN TE RŪNANGA IN FEE SIMPLE SUBJECT TO s.38 OF THE
RESERVES ACT 1977

ATTACHMENT 11.13
TARAMEA (HOWELLS POINT) TO BE VESTED IN TE RŪNANGA IN
FEE SIMPLE SUBJECT TO s.38 OF THE RESERVES ACT 1977
(Clause 11.2.21)

<i>Area</i>	<i>Description</i>	<i>Encumbrances</i>
Taramea (Howells Point)	Southland Land District 57.5058 hectares, more or less, being Section 75, Block I, Jacobs River Hundred (S.O. 374) and Sections 20, 31, 32 and 33, Block II Jacobs River Hundred (S.O. 372 and 5849). Part New Zealand Gazette 1966 page 1468 and all New Zealand Gazette 1968 page 1835 respectively, as shown on <i>Allocation Plan A 193 S.O. Plan 12238</i> .	Vesting subject to grant of Transmission Line easement in favour of PowerNet Limited to convey electricity through 2 underground service cables, in a form reasonably satisfactory to both Te Rūnanga and PowerNet Limited.

RESTRICTIONS, CONDITIONS AND ADMINISTRATIVE PROCESSES FOR THE ADMINISTRATION OF
TARAMEA (HOWELLS POINT)

ATTACHMENT 11.14
RESTRICTIONS, CONDITIONS AND ADMINISTRATIVE PROCESSES
FOR THE ADMINISTRATION OF TARAMEA (HOWELLS POINT)
(Clause 11.2.23)

Nil



DH

VALUATION METHODOLOGY

ATTACHMENT 11.15
VALUATION METHODOLOGY
(Clause 11.1.1)

1 OBJECT

This *Attachment 11.15* sets out the process to be followed, the factors to be considered and the methodology to be adopted in determining the Transfer Value of the Tribal Properties. The procedures outlined in this *Attachment 11.16* must apply in all cases unless this Deed provides otherwise or the parties agree otherwise in any particular case.

2 DEFINITIONS AND INTERPRETATION

2.1 In this *Attachment 11.15*, unless the context otherwise requires:

Arbitrated Property means any Tribal Property to which *paragraph 6* applies;

Arbitration Commencement Date means, in respect of each Arbitrated Property, the date specified by the Crown under *paragraph 6.1* or, as the case may be, determined in accordance with *paragraph 6.3*;

Arbitrator means a member of the panel constituted under *paragraph 7*;

Business Day means a day (other than Saturday or Sunday) on which registered banks are open for normal banking business in Wellington and Christchurch but shall exclude any day in the period commencing 25 December in any year and ending on 5 January in the following year, inclusive, and shall be deemed to commence at 9.00 am and to terminate at 4.00 pm;

Crown means the Minister of the Department which holds the Tribal Properties;

the Crown's Valuation Report means the valuation report prepared by the Crown's Valuer in accordance with this *Attachment 11.15*; and

the Crown's Valuer means any Registered Valuer appointed by the Crown to take part in the process set out in this *Attachment 11.15*;

Disputed Property means any Tribal Property to which *paragraph 5* applies;

Market Value is the estimated amount for which an asset should exchange, on the Valuation Date, between a willing buyer and a willing seller, in an arms length transaction, after proper marketing, wherein the parties had each acted knowledgeably, prudently and without compulsion.


DH

VALUATION METHODOLOGY

In applying this definition to any Tribal Property, the following matters must be taken into account:

- (a) the terms and conditions of vesting of the Tribal Property (including any warranties given or not given in respect of the Tribal Property) other than the effect of the delayed possession date;
- (b) any encumbrances or interests or other matters affecting or benefiting the Tribal Property as at Valuation Date or to appear on the certificate of title for the Tribal Property when issued;
- (c) the value is to be on a plus GST (if any) basis;

Registered Valuer means a person registered under the Valuers Act 1948 and who holds a current annual practising certificate;

Te Rūnanga's Response Date means the next Business Day after the expiration of the period of 41 Business Days commencing on the date of this Deed;

Te Rūnanga's Valuation Report means the valuation report prepared by Te Rūnanga's Valuer in accordance with this *Attachment 11.15*;

Te Rūnanga's Valuer means any Registered Valuer appointed by Te Rūnanga to take part in the process set out in this *Attachment 11.15*;

Transfer Value means, in respect of each Tribal Property, the purchase price to be paid by Te Rūnanga to the Crown, as determined by the methodology and process set out in this *Attachment 11.15*;

Tribal Properties means the properties specified in *Attachments 11.8, 11.9, 11.10, 11.12, 11.13* and *11.16* which are being vested in fee simple, the properties specified in *Attachments 11.23* and *11.31*, which are being vested as reserves, and the property specified in *Attachment 11.13* which is being vested in fee simple subject to section 38 of the Reserves Act 1977 (to be checked);

Valuation Presentation Date means the next Business Day after the expiration of the period of 21 Business Days commencing on the date of this Deed;

Valuation Date means the date of this Deed.

- 2.2 Time shall be of the essence in relation to all stipulations as to time in this Attachment unless the Crown and Te Rūnanga agree otherwise in writing.

VALUATION METHODOLOGY

3 APPOINTMENT OF VALUERS

- 3.1 No later than the next Business Day after the expiration of the period of 5 Business Days commencing on the date of this Deed, the Crown and Te Rūnanga must each:
- (a) appoint Registered Valuers and instruct them to assess the Market Value of each Tribal Property in accordance with this *Attachment 11.15*; and
 - (b) give notice to the other and to the Crown of the identity of each Valuer appointed and specify the Tribal Properties in respect of which he or she has been appointed.
- 3.2 The Crown and Te Rūnanga must ensure that the terms of appointment of their respective valuers require them to participate in the process set out in this *Attachment 11.15* in accordance with the terms of this *Attachment 11.15*.

4 PRESENTATION OF CROWN'S VALUATION REPORTS AND TE RŪNANGA'S RESPONSE

- 4.1 The Crown's Valuer must carry out an inspection of each Tribal Property owned by the Crown in sufficient time to enable it to comply with *paragraph 4.2* by the Valuation Presentation Date. The Crown's Valuer must give at least 5 Business Days' notice of the date, time and location of each inspection to the relevant Te Rūnanga's Valuer and give that valuer an opportunity to attend the inspection.
- 4.2 The Crown's Valuer must, in respect of each Tribal Property, prepare a valuation report which includes the assessment of Market Value of the Tribal Property and deliver a copy of the report to the Crown and Te Rūnanga by no later than the Valuation Presentation Date.
- 4.3 The Crown's Valuation Reports must:
- 4.3.1 meet the minimum requirements set out in Section 5 of the New Zealand Institute of Valuers Practice Standard 3 ("Market Value basis of Valuation") and other relevant standards insofar as those requirements are consistent with the express provisions of the Deed and this *Attachment 11.15*;
 - 4.3.2 include an executive summary containing:
 - (a) a summary of valuation along with key valuation parameters;
 - (b) a summary of key issues affecting value, if any;
 - (c) the name of the valuer and his or her firm; and

VALUATION METHODOLOGY

- (d) the signature of the valuer and lead valuer if applicable;
- 4.3.3 include a property report based on the standard referred to in *paragraph 4.3.1*; and
- 4.3.4 attach appendices setting out:
- (a) a statement of valuation policies; and
 - (b) relevant market and sales information.
- 4.4 No later than Te Rūnanga's Response Date, Te Rūnanga must give notice in writing to the Crown that it either accepts or rejects the assessment of Market Value contained in the Crown's Valuation Report for the Tribal Properties.
- 4.5 If, in respect of any Tribal Property, Te Rūnanga gives notice that it accepts the assessment of the Market Value contained in the Crown's Valuation Report, that assessment will be the Transfer Value for that Tribal Property for the purposes of this Deed.
- 4.6 If, in respect of any Tribal Property, Te Rūnanga gives notice by the date referred to in *paragraph 4.4* that it rejects the assessment of the Market Value contained in the Crown's Valuation Report, *paragraph 5* will apply to the determination of the Transfer Value for that Tribal Property.

5 NEGOTIATIONS TO AGREE DISPUTED MARKET VALUES

- 5.1 Each notice rejecting the assessment of Market Value for a Tribal Property under *paragraph 4.4* must be accompanied by a copy of a valuation report which contains Te Rūnanga's Valuer's assessment of the Market Value for every Tribal Property referred to in the notice. *Paragraph 4.3* applies to each Te Rūnanga's Valuation Report.
- 5.2 If, in respect of any Tribal Property, Te Rūnanga:
- (a) fails to give notice by Te Rūnanga's Response Date; or
 - (b) gives such a notice by that date rejecting the assessment of the Market Value contained in the Crown's Valuation Report but fails to give Te Rūnanga's Valuation Report in accordance with *paragraph 5.1*,

then Te Rūnanga may give Te Rūnanga's Valuation Report by no later than the next Business Day after the expiration of the period of 5 Business Days commencing on the Business Day immediately following Te Rūnanga's Response

VALUATION METHODOLOGY

- Date. If Te Rūnanga gives Te Rūnanga's Valuation Report by that date *paragraph 4.6* will apply. If Te Rūnanga fails to give Te Rūnanga's Valuation Report by that date, *paragraph 4.5* will apply.
- 5.3 No later than Te Rūnanga's Response Date, or (if applicable) on such later date that Te Rūnanga gives all its reports under *paragraph 5.2*, the Crown and Te Rūnanga must each appoint and notify the other of the appointment of a person or persons who will have authority to act as their respective representatives to negotiate an agreed value for each Disputed Property in respect of which Te Rūnanga has rejected the assessment of Market Value.
- 5.4 The Crown and Te Rūnanga, through their respective representatives appointed under *paragraph 5.3*, must negotiate to attempt to agree the Transfer Value in respect of each Disputed Property. Where agreement is reached in respect of a Disputed Property both representatives must sign a statement identifying the Disputed Property and the amount which the parties have agreed is the Transfer Value for that Disputed Property and must give a copy of that statement to the Crown. All such statements must be received by the Crown no later than the next Business Day after the expiration of that number of Business Days which equals the number of Disputed Properties commencing on Te Rūnanga's Response Date or (if applicable) on such later date that Te Rūnanga gives all its reports under *paragraph 5.2*.
- 5.5 The amount agreed as the Transfer Value for each Disputed Property in respect of which the Crown receives a statement under *paragraph 5.4* will be the Transfer Value for that Disputed Property for the purposes of this Deed.
- 5.6 Where, in respect of any Disputed Property, the Crown does not receive a statement under *paragraph 5.4*, the determination of the Transfer Value of that Disputed Property will be referred to an Arbitrator in accordance with *paragraph 6*.
- 5.7 The Crown's Valuer and Te Rūnanga's Valuer may, as part of the negotiations, disclose to the other relevant comparable sales by no later than the earlier of:
- (a) the next Business Day after the expiration of the period of 5 Business Days commencing on Te Rūnanga's Response Date or (if applicable) on such later date that Te Rūnanga gives all its reports under *paragraph 5.2*; and
 - (b) the date referred to in *paragraph 5.4*.


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VALUATION METHODOLOGY

6 DETERMINATION OF DISPUTED VALUES

- 6.1 No later than the date of expiration of the period of 5 Business Days commencing on the date referred to in *paragraph 5.4*, the Crown must give a notice to Te Rūnanga allocating all the Arbitrated Properties to one or more specified Arbitrators and, in respect of each allocation, specifying a date on which the process set out in this *paragraph 6* must commence (which, subject to *paragraph 6.3*, will be the Arbitration Commencement Date). In allocating Arbitrated Properties to the Arbitrator or Arbitrators and specifying the Arbitration Commencement Date in respect of each allocation, the Crown must first consult with Te Rūnanga and have regard to the following principles:
- 6.1.1 Arbitrated Properties in respect of which the dispute or market conditions are similar or which have similar characteristics or which are in reasonably close proximity to each other should be allocated to one Arbitrator;
 - 6.1.2 as few Arbitrators as possible should be used; and
 - 6.1.3 the Market Value for all Arbitrated Properties must be determined by no later than the date of the expiration of the period of 100 Business Days commencing on the date of this Deed.
- 6.2 If Te Rūnanga does not object to the notice given by the Crown under *paragraph 6.1* within 2 Business Days of receipt, the Crown must immediately give written notice to each Arbitrator concerned that he or she is to determine the Market Value for each Arbitrated Property allocated to him or her under *paragraph 6.1* in accordance with this *paragraph 6*.
- 6.3 If Te Rūnanga gives notice within that 2 Business Day period objecting to the notice given by the Crown under *paragraph 6.1*, the Crown will immediately request the President for the time being of the Institute of Valuers (or its successor) or his or her nominee to allocate the Arbitrated Properties to the Arbitrators and, in respect of each allocation, to specify a date on which the process set out in this *paragraph 6* must commence having regard to the matters set out in *paragraph 6.1* and the date so specified will become the Arbitration Commencement Date in place of the date specified under *paragraph 6.1*. The Crown must request the President to comply with the request within 5 Business Days of the Crown's request.
- 6.4 The Crown must serve a copy of the President's (or his or her nominee's) determination on Te Rūnanga immediately on receipt by the Crown of it and must also immediately give written notice to each Arbitrator concerned that he or she is



VALUATION METHODOLOGY

to determine the Market Value for each Arbitrated Property allocated to him or her under that determination in accordance with this *paragraph 6*.

- 6.5 Not earlier than the date of expiration of the period of 5 Business Days commencing on the Arbitration Commencement Date, the Arbitrator must give notice of a meeting to be attended by the Crown and Te Rūnanga and their respective Registered Valuers, at a venue to be decided by the Arbitrator.
- 6.6 The Arbitrator's notice of the meeting must include a request by the Arbitrator to the Crown and Te Rūnanga that they forward to the Arbitrator all information relating to the assessment of the Market Value of the Arbitrated Properties allocated to him or her which is in their possession. The Crown and Te Rūnanga must ensure that this information is provided to the Arbitrator (and any submissions or expert evidence based on information already disclosed must be copied to the other parties) no later than 5.00 pm on the day which is 2 Business Days prior to the date of the meeting.
- 6.7 The information sent to the Arbitrator by the Crown and Te Rūnanga (and to each other) must constitute, in respect of each Arbitrated Property allocated to him or her, the Crown's Valuation Report, Te Rūnanga's Valuation Report, sales evidence disclosed under *paragraph 5.7* and any submission or expert evidence based on that information which the Crown or Te Rūnanga intend to present at the meeting.
- 6.8 At the meeting, the Arbitrator will establish a procedure and give each party to the arbitration the right to examine, cross examine and re-examine the Registered Valuers and other experts appointed by the other parties in relation to the information provided to the Arbitrator and, subject to *paragraph 6.7*, otherwise have regard to the requirements of natural justice in the conduct of the meeting.
- 6.9 The Arbitrator must hold the meeting and give his or her determination of the Market Value of each Arbitrated Property allocated to him or her by no later than the next Business Day after the expiration of the period of 35 Business Days commencing on the Arbitration Commencement Date.
- 6.10 Once the Arbitrator has determined the Market Value he or she must immediately serve notice on the Crown and Te Rūnanga of his or her decision.
- 6.11 The Transfer Value of each Tribal Property for the purposes of this Deed shall be the Arbitrator's determination of the Market Value. That determination shall be:
- 6.11.1 no higher than the higher of the assessment of Market Value contained in the Crown's Valuation Report and Te Rūnanga's Valuation Report; or

VALUATION METHODOLOGY

- 6.11.2 no lower than the lower of the assessment of Market Value contained in those reports.
- 6.12 The determination of the Arbitrator will be final and binding on the Crown and Te Rūnanga and the persons claiming under them. No person will have any right of appeal against, or review of the decision of the Arbitrator in relation to any matter of fact or law or procedural irregularity or any other grounds other than misconduct by the Arbitrator. If, however, the determination is appealed, *clauses 11.2.22 to 11.2.29* of this Deed, and this *Attachment 11.15* will continue to apply as if the determination were final and binding but an adjusting payment will be made if necessary once the appeal is concluded.
- 6.13 The Arbitrator must not make an interim decision.
- 6.14 Notwithstanding any other provision in this *paragraph 6*, the Arbitrator may, if he or she thinks fit, prescribe an alternative procedure for determining the matters in dispute so long as the determination is given by the date referred to in *paragraph 6.9* or any later date agreed by all parties and does not limit the rights of the parties referred to in *paragraph 6.8*.

7 ESTABLISHMENT OF ARBITRATORS PANEL

- 7.1 The Crown and Te Rūnanga will, in accordance with this *paragraph 7*, establish a panel of 2 persons who are independent, sufficiently qualified and experienced to be considered experts in the area of determination of values of the types of properties comprising the Tribal Properties and who are ready, willing and able to act as Arbitrators.
- 7.2 The Crown may appoint 1 such person in consultation with Te Rūnanga and Te Rūnanga may appoint 1 such person in consultation with the Crown. The Crown and Te Rūnanga must both have discharged their obligation to consult and appoint such persons by the expiration of the period of 41 Business Days commencing on the date of this Deed. If either of them fails to do so, the panel will consist only of the persons appointed by the other party until the party which has failed to consult and appoint does so.
- 7.3 An appointment under this paragraph will not be properly made until the Arbitrator has confirmed in writing to the Crown and Te Rūnanga that he or she has read and understood *clauses 11.2.22 to 11.2.29* of this Deed and this *Attachment 11.15* and that he or she will conduct an arbitration in accordance with this *Attachment 11.15* on receipt of and in accordance with a notice received under *paragraph 6.2* or *paragraph 6.4*.


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8 GENERAL PROVISIONS

- 8.1 Subject to *clause 17.2.2* the Crown and Te Rūnanga shall each bear their own costs in connection with the process set out in this *Attachment 11.15*. The costs of the Arbitrator and the costs of the hire of a venue for the meeting referred to in *paragraph 6.5* (if any) shall be borne by the Crown and Te Rūnanga equally. However, in appropriate cases, the Arbitrator may award costs against Te Rūnanga or the Crown where the Arbitrator considers that it would be just to do so on account of unreasonable conduct.
- 8.2 The Crown and Te Rūnanga each acknowledge that they are required to use reasonable endeavours to ensure the process set out in this *Attachment 11.15* operates in the manner, and within the timeframes, specified in this *Attachment 11.15*.
- 8.3 If the procedure set out in this *Attachment 11.15* is delayed through any event (such as the death or incapacity of any Registered Valuer or Arbitrator), the Crown and Te Rūnanga will use reasonable endeavours and co-operate with each other to minimise the delay.
- 8.4 Te Rūnanga may, in respect of any Tribal Property, give a written proposal to the Crown setting out details of a revised timeframe for the processes set out in this *Attachment 11.15* relevant to that Tribal Property. If, in the opinion of the Crown, the proposal is reasonable and administratively workable the Crown may agree in writing to that proposal in which case this *Attachment 11.15* will be deemed to be varied in respect of that Tribal Property to the extent necessary to give effect to the proposal.



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SOUTH BAY/KAIKOURA PENINSULA TO BE VESTED IN TE RŪNANGA IN FEE SIMPLE SUBJECT TO A
PROTECTED PRIVATE LAND AGREEMENT

ATTACHMENT 11.16
SOUTH BAY/KAIKOURA PENINSULA TO BE VESTED IN TE
RŪNANGA IN FEE SIMPLE SUBJECT TO A PROTECTED PRIVATE
LAND AGREEMENT

(Clause 11.3.2)

<i>Area</i>	<i>Description</i>	<i>Encumbrances</i>
South Bay/Kaikoura Peninsula	Marlborough Land District, Kaikoura District Council. 14.4338 hectares, more or less, being Part Section 275 Kaikoura Suburban Registration District (S.O. 303). Section 15 Reserves and Crown Lands Disposal and Enabling Act 1896. Subject to survey, as shown on <i>Allocation Plan A107 (S.O. Plan 7308)</i>	Protected Private Land Agreement in form set out in Attachment 11.20.

MOTURATA (TAIERI ISLAND) TO BE VESTED IN TE RŪNANGA IN FEE SIMPLE SUBJECT TO A PROTECTED
PRIVATE LAND AGREEMENT

ATTACHMENT 11.17
MOTURATA (TAIERI ISLAND) TO BE VESTED IN TE RŪNANGA IN
FEE SIMPLE SUBJECT TO A PROTECTED PRIVATE LAND
AGREEMENT
(Clause 11.3.3)

<i>Area</i>	<i>Description</i>	<i>Encumbrances</i>
Moturata (Taieri Island)	Otago Land District, Clutha District Council. An undefined area (subject to survey), being part Section 10, Block XXIV, Waihola Survey District. Part Document 527100, as shown on <i>Allocation Plan MS 244 (S.O. Plan 24689)</i> .	Protected Private Land Agreement in form set out in Attachment 11.20.

Handwritten signature and initials, possibly 'DH', in the bottom right corner.

HURIAWA TO BE VESTED IN TE RŪNANGA IN FEE SIMPLE SUBJECT TO A PRIVATE PROTECTED LAND

AGREEMENT

ATTACHMENT 11.18
HURIAWA TO BE VESTED IN TE RŪNANGA IN FEE SIMPLE
SUBJECT TO A PRIVATE PROTECTED LAND AGREEMENT
(Clause 11.3.4)

<i>Area</i>	<i>Description</i>	<i>Encumbrances</i>
Huriawa	Otago Land District, Dunedin City Council. 6.6166 hectares, more or less, being Part Section 1, Block XXIV, Town of Waikouaiti. (SO Plan 14978). Subject to survey as shown on Allocation Plan MS 31 (SO 24690). All Gazette Notice 601707 (Part New Zealand Gazette 1983 page 2918). An undefined area, being Part Section 2, Block XXIV, Town of Waikouaiti, (SO Plan 14978) excluding the area hatched black being land to be declared road. Subject to survey as shown on Allocation Plan MS 31 (SO 24690). All Gazette Notice 601707, (Part New Zealand Gazette 1983 page 2918).	Protected Private Land Agreement in form set out in Attachment 11.20. Registered as an archaeological site by the Historic Places Trust and classified as a Pa Site – Register number 5673.



MAPOUTAHI PA TO BE VESTED IN TE RŪNANGA IN FEE SIMPLE SUBJECT TO A PROTECTED PRIVATE
LAND AGREEMENT

ATTACHMENT 11.19
MAPOUTAHI TO BE VESTED IN TE RŪNANGA IN FEE SIMPLE
SUBJECT TO A PROTECTED PRIVATE LAND AGREEMENT
(Clause 11.3.5)

<i>Area</i>	<i>Description</i>	<i>Encumbrances</i>
Mapoutahi	Otago Land District, Dunedin City Council. 1.6187 hectares, more or less, (subject to survey) being Part Sections 57A and 1340R, Block IV, North Harbour and Blueskin Survey District. Part Document 526541. As shown on <i>Allocation Plan</i> <i>MS 32 (S.O. Plan 24701)</i> .	Protected Private Land Agreement in form set out in Attachment 11.20. Registered as an archaeological site by the Historic Places Trust and classified as a Pa Site. Registered number 5678



**ATTACHMENT 11.20
PROTECTED PRIVATE LAND AGREEMENTS
(Clause 11.3.6)**

[Attachment comprises 20 pages]

**PROTECTED PRIVATE LAND AGREEMENT
(Section 77 Reserve Act 1977)**

South Bay/Kaikoura Peninsula

THIS DEED made the ... day of199..

BETWEEN TE RŪNANGA O NGAI TAHU [hereafter called Te Rūnanga]

And **THE MINISTER OF CONSERVATION [hereinafter called the Minister]**

WHEREAS

- A. The Crown was registered as proprietor of the Land.
- B. Te Rūnanga and the Crown are parties to the Deed of Settlement dated the... day of 1997 pursuant to which the Crown provided certain redress to Te Rūnanga in settlement of its Treaty of Waitangi claims.
- C. As part of that redress the Crown agreed to transfer to Te Rūnanga certain land including the Land.

NOW THEREFORE THIS DEED WITNESSES that in accordance with section 76 of the Reserves Act 1977 Te Rūnanga and the Minister **MUTUALLY AGREE:**

1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Deed unless the context otherwise requires:

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

PROTECTED PRIVATE LAND AGREEMENTS

“Land” means [Legal description of land]

“The Act” means the Reserves Act 1977

- 1.2 In the interpretation of this Deed unless the context otherwise requires:
- 1.2.1 Headings appear as a matter of convenience and are not to affect the interpretation of this Deed.
 - 1.2.2 Singular includes the plural and vice versa, and words importing one gender include the other genders.
 - 1.2.3 A reference to an enactment or any Regulations is a reference to that enactment or those Regulations amended or to any enactment or Regulation substituted for that enactment or those Regulations but this provision shall be read subject to Clause 1.3.
 - 1.2.4 A reference to a party to this Deed or any other document of Agreement includes the parties successors heirs and assigns in perpetuity and in the case of Te Rūnanga means its successor in law.
 - 1.2.5 A reference to the Minister includes any officer or duly authorised agent of the Minister.
 - 1.2.6 A reference to Te Rūnanga includes any receiver, liquidator, statutory manager or assignee in bankruptcy of Te Rūnanga or any lessee or mortgagee in possession of the Land or any part of it.
 - 1.2.7 Te Rūnanga shall not be personally liable in damages for any breach of agreement committed after it has parted with all interest in the Land if such breach occurs.
- 1.3 The parties agree that the rule of interpretation referred to in *clause 1.2.3* is intended only to facilitate interpretation of this Deed in circumstances where legislative changes make statutory references in this Deed obsolete. It is not intended to indicate, and should not be interpreted as indicating, any consent by Te Rūnanga to, or acquiescence by Te Rūnanga in, the introduction to Parliament by the Crown of any proposed statutory amendment which would adversely affect the redress provided by the Crown pursuant to the Deed of Settlement to in *Recital A* or the ability of either party to fulfil its obligations expressed in this Deed or in that Deed of Settlement.

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2. PURPOSES OF PROTECTION

2.1 Te Rūnanga and the Minister agree that the Land has the following values which are to be protected:

- (a) cultural values, including wāhi tapu and mahinga kai;
- (b) conservation values;
- (c) indigenous flora and fauna values; and
- (d) landscape values.

3. RESTRICTION ON USE OF LAND

3.1 Te Rūnanga agrees, to achieve the objectives and purposes set out in clause 2.1, that Te Rūnanga will not, without the consent of the Minister, or as part of an agreed programme referred to in clause 4.1:

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

4. MANAGEMENT OBLIGATIONS

4.1 The Minister and Te Rūnanga agree that the Land will be managed in accordance with a programme to be agreed between the parties.

4.2 Te Rūnanga grants to the Minister a right of access onto the Land for the purpose of implementing the programme agreed to under clause 4.1, including examining and recording the Land. In exercising the right of access, the Minister shall consult with Te Rūnanga in advance and have regard to the views of Te Rūnanga.

4.3 The Minister shall be responsible for any costs relating to fencing, track maintenance and pest and weed control which are reasonably necessary as part of the agreed programme referred to in clause 4.1.



DH

4.4 The implementation of the programme referred to in clause 4.1 will be subject to the terms of Schedule 1 of this Deed.

5. FREE PUBLIC ACCESS

5.1 Te Rūnanga agrees with the Minister that:

- (a) Subject to clause 5.1(c), Te Rūnanga will at all times allow the public access, onto and across the Land for purposes consistent with clause 2 of this Deed. Such access may be on such reasonable conditions as Te Rūnanga may specify given the wāhi tapu status of the Land. Te Rūnanga agrees to consult with the Minister before imposing any such conditions;
- (b) such access shall, unless Te Rūnanga expressly permits otherwise, be limited to access on foot;
- (c) Te Rūnanga and the Minister may agree to close access to, and use of, the Land or any part of the Land only for reasons relating to safety of the public or for the protection of the Land, its wāhi tapu, vegetation, wildlife, stock, buildings, plants, equipment and related items; and
- (d) subject to resources being available, the Minister shall be responsible for maintaining any structures or tracks to enable the public to gain access onto and across the Land. Where resources are not available to maintain structures and tracks to Department of Conservation safety standards, Te Rūnanga and the Minister agree that access over the relevant part of the Land will be closed until such time as maintenance is carried out.

5.2 The costs arising out of the closure of the Land including the costs of any notification of closure to the public shall be borne by the party requiring closure.

6. INDEMNITY

6.1 The Minister agrees to indemnify Te Rūnanga from and against all actions, claims, demands, losses, damages, costs and expenses for which Te Rūnanga shall become liable arising from loss or damage to the property of, or death or injury to, any person on any part of the Land in accordance with the right of access given under *clause 5.1* unless such loss, damage, death or injury is caused or contributed to by any act, omission, neglect or

PROTECTED PRIVATE LAND AGREEMENTS

breach of this Deed on the part of Te Rūnanga or any employee, contractor or agent of Te Rūnanga.

7. ENFORCEMENT AGAINST THIRD PARTIES

- 7.1 Te Rūnanga agrees that subject to the terms of this Deed the provisions of sections 93 - 105 of the Act shall apply to the Land as if the Land were a public reserve.

8. MUTUAL OBLIGATIONS

- 8.1 Each of the parties hereby undertakes, when called upon, to do forthwith all such acts, matters and things and to endeavour promptly to obtain all necessary consents and to execute all such documents as are required to deposit the plan of the Land.
- 8.2 Where any consent permission or other authorisation is required by statute or otherwise to carry out any obligation in either clause 4.1 or 5.1 the party responsible for that obligation shall obtain at that party's expense such consent permission or other authorisation.
- 8.3 Any notice required to be given to Te Rūnanga in terms of this Deed shall be sufficiently given if made in writing and served as provided in section 152 of the Property Law Act 1952 and shall be sufficiently given if sent by post or delivered to the residential address of Te Rūnanga or Te Rūnanga's solicitor.
- 8.4 Any consent, authorisation, approval or notice required to be given by the Minister shall be sufficiently given if it is signed by the Conservator, Department of Conservation []. Any notice required to be served upon the Minister shall be sufficiently served if delivered to the office for the time being of the Conservator, Department of Conservation [].
- 8.5 Any dispute which arises between Te Rūnanga and the Minister in any way relating to this agreement may be resolved by referring the dispute to an agreed third party for decision or by arbitration under the provisions of the Arbitration Act 1996.


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SCHEDULE 1

Most management activities carried out by the Department of Conservation (“Department”) require specific funding and require provision being made in the conservancy’s business plan. The process for the Department implementing activities in a business year will be as follows:

- the Department will meet with Te Rūnanga at conservancy level annually to discuss priorities for management action in respect of the Land;
- identified priorities will be taken forward by the Department into its annual business planning process and considered along with other conservancy priorities for funding;
- the decision on whether any specified management activities will be funded in any business year will be made by the Regional Conservator and Regional General Manager;
- the Department will advise Te Rūnanga of the outcome of this process and both parties will meet again to finalise a work programme for implementing the actions in that business year, in accordance with the resources which have been allocated in the business plan. The Department will apply the allocated resources to give effect to that work plan, subject to unforeseen management requirements which may arise from time to time, such as emergencies, adverse weather, staff shortages or reallocation of resources directed by the Minister.

EXECUTION AND ATTESTATION BY PARTIES

PROTECTED PRIVATE LAND AGREEMENT
(Section 77 Reserve Act 1977)

Moturata

THIS DEED made the ... day of199..

BETWEEN TE RŪNANGA O NGĀI TAHU [hereafter called Te Rūnanga]

And **THE MINISTER OF CONSERVATION** [hereinafter called the Minister]

WHEREAS

- A. Te Rūnanga was registered as proprietor of the Land.
- B. Te Rūnanga and the Crown are parties to the Deed of Settlement dated the... day of 1997 pursuant to which the Crown provided certain redress to Te Rūnanga in settlement of its Treaty of Waitangi claims.
- C. As part of that redress the Crown agreed to transfer to Te Rūnanga certain land including the Land.

NOW THEREFORE THIS DEED WITNESSES that in accordance with section 76 of the Reserves Act 1977 Te Rūnanga and the Minister **MUTUALLY AGREE:**

1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Deed unless the context otherwise requires:

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

“Land” means [Legal description of land]

“The Act” means the Reserves Act 1977

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

1.2.1 Headings appear as a matter of convenience and are not to affect the interpretation of this Deed.

PROTECTED PRIVATE LAND AGREEMENTS

- 1.2.2 Singular includes the plural and vice versa, and words importing one gender include the other genders.
- 1.2.3 A reference to an enactment or any Regulations is a reference to that enactment or those Regulations amended or to any enactment or Regulation substituted for that enactment or those Regulations but this provision shall be read subject to Clause 1.3.
- 1.2.4 A reference to a party to this Deed or any other document of Agreement includes the parties successors heirs and assigns in perpetuity and in the case of Te Rūnanga means its successor in law.
- 1.2.5 A reference to the Minister includes any officer or duly authorised agent of the Minister.
- 1.2.6 A reference to Te Rūnanga includes any receiver, liquidator, statutory manager or assignee in bankruptcy of Te Rūnanga or any lessee or mortgagee in possession of the Land or any part of it.
- 1.2.7 Te Rūnanga shall not be personally liable in damages for any breach of agreement committed after it has parted with all interest in the Land if such breach occurs.
- 1.3 The parties agree that the rule of interpretation referred to in *clause 1.2.3* is intended only to facilitate interpretation of this Deed in circumstances where legislative changes make statutory references in this Deed obsolete. It is not intended to indicate, and should not be interpreted as indicating, any consent by Te Rūnanga to, or acquiescence by Te Rūnanga in, the introduction to Parliament by the Crown of any proposed statutory amendment which would adversely affect the redress provided by the Crown pursuant to the Deed of Settlement to in *Recital A* or the ability of either party to fulfil its obligations expressed in this Deed or in that Deed of Settlement.

2. PURPOSES OF PROTECTION

- 2.1 Te Rūnanga and the Minister agree that the Land has the following values which are to be protected:
- (a) cultural values, including wāhi tapu and mahinga kai;
 - (b) conservation values;



DH

- (c) indigenous flora and fauna values; and
- (d) landscape values.

3. RESTRICTION ON USE OF LAND

3.1 Te Rūnanga agrees, to achieve the objectives and purposes set out in clause 2.1, that Te Rūnanga will not, without the consent of the Minister, or as part of an agreed programme referred to in clause 4.1:

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

4. MANAGEMENT OBLIGATIONS

4.1 The Minister and Te Rūnanga agree that the Land will be managed in accordance with a programme to be agreed between the parties based on the current co-management regime which provides for the participation of the Moturata/Taieri Whanau.

4.2 Te Rūnanga grants to the Minister a right of access onto the Land for the purpose of implementing the programme agreed to under clause 4.1, including examining and recording the Land. In exercising the right of access, the Minister shall consult with Te Rūnanga in advance and have regard to the views of Te Rūnanga.

4.3 The Minister shall be responsible for any costs relating to fencing, track maintenance and pest and weed control which are reasonably necessary as part of the agreed programme referred to in clause 4.1.

4.3 The implementation of the programme referred to in clause 4.1 will be subject to the terms of Schedule 1 of this Deed.

Handwritten signature and initials, possibly 'DH', in the bottom right corner.

5. FREE PUBLIC ACCESS

5.1 Te Rūnanga agrees with the Minister that:

- (a) subject to clause 5.1(c) Te Rūnanga will at all times allow the public access, onto and across the Land for purposes consistent with clause 2 of this Deed. Such access may be on such reasonable conditions as Te Rūnanga may specify given the wāhi tapu status of the Land. Te Rūnanga agrees to consult with the Minister before imposing any such conditions;
- (b) such access shall, unless Te Rūnanga expressly permits otherwise, be limited to access on foot;
- (c) Te Rūnanga and the Minister may agree to close access to and use of the Land or any part of the Land only for reasons relating to safety of the public or for the protection of the Land, its wāhi tapu, vegetation, wildlife, stock, buildings, plants, equipment and related items; and
- (d) subject to resources being available, the Minister shall be responsible for maintaining any structures or tracks to enable the public to gain access onto and across the Land. Where resources are not available to maintain structures and tracks to Department of Conservation safety standards, Te Rūnanga and the Minister agree that access over the relevant part of the Land will be closed until such time as maintenance is carried out.

5.2 The costs arising out of the closure of the Land including the costs of any notification of closure to the public shall be borne by the party requiring closure.

6. INDEMNITY

6.1 The Minister agrees to indemnify Te Rūnanga from and against all actions, claims, demands, losses, damages, costs and expenses for which Te Rūnanga shall become liable arising from loss or damage to the property of, or death or injury to, any person on any part of the Land in accordance with the right of access given under *clause 5.1* unless such loss, damage, death or injury is caused or contributed to by any act, omission, neglect or breach of this Deed on the part of Te Rūnanga or any employee, contractor or agent of Te Rūnanga.

PROTECTED PRIVATE LAND AGREEMENTS

7. ENFORCEMENT AGAINST THIRD PARTIES

- 7.1 Te Rūnanga agrees that subject to the terms of this Deed the provisions of sections 93 - 105 of the Act shall apply to the Land as if the Land were a public reserve.

8. MUTUAL OBLIGATIONS

- 8.1 Each of the parties hereby undertakes, when called upon, to do forthwith all such acts, matters and things and to endeavour promptly to obtain all necessary consents and to execute all such documents as are required to deposit the plan of the Land.
- 8.2 Where any consent permission or other authorisation is required by statute or otherwise to carry out any obligation in either clause 4.1 or 5.1 the party responsible for that obligation shall obtain at that party's expense such consent permission or other authorisation.
- 8.3 Any notice required to be given to Te Rūnanga in terms of this Deed shall be sufficiently given if made in writing and served as provided in section 152 of the Property Law Act 1952 and shall be sufficiently given if sent by post or delivered to the residential address of Te Rūnanga or Te Rūnanga's solicitor.
- 8.4 Any consent, authorisation, approval or notice required to be given by the Minister shall be sufficiently given if it is signed by the Conservator, Department of Conservation []. Any notice required to be served upon the Minister shall be sufficiently served if delivered to the office for the time being of the Conservator, Department of Conservation [].
- 8.5 Any dispute which arises between Te Rūnanga and the Minister in any way relating to this agreement may be resolved by referring the dispute to an agreed third party for decision or by arbitration under the provisions of the Arbitration Act 1996.

SCHEDULE 1

Most management activities carried out by the Department of Conservation ("Department") require specific funding and require provision being made in the conservancy's business plan. The process for the Department implementing activities in a business year will be as follows:



PROTECTED PRIVATE LAND AGREEMENTS

- the Department will meet with Te Rūnanga at conservancy level annually to discuss priorities for management action in respect of the Land;
- identified priorities will be taken forward by the Department into its annual business planning process and considered along with other conservancy priorities for funding;
- the decision on whether any specified management activities will be funded in any business year will be made by the Regional Conservator and Regional General Manager;
- the Department will advise Te Rūnanga of the outcome of this process and both parties will meet again to finalise a work programme for implementing the actions in that business year, in accordance with the resources which have been allocated in the business plan. The Department will apply the allocated resources to give effect to that work plan, subject to unforeseen management requirements which may arise from time to time, such as emergencies, adverse weather, staff shortages or reallocation of resources directed by the Minister.

EXECUTION AND ATTESTATION BY PARTIES

DM

PROTECTED PRIVATE LAND AGREEMENT
(Section 77 Reserve Act 1977)

Huriawa

THIS DEED made the ... day of199..

BETWEEN TE RŪNANGA O NGĀI TAHU [hereafter called Te Rūnanga]

And **THE MINISTER OF CONSERVATION** [hereinafter called the Minister]

WHEREAS

- A. The Crown was registered as proprietor of the Land.
- B. Te Rūnanga and the Crown are parties to the Deed of Settlement dated the... day of 1997 pursuant to which the Crown provided certain redress to Te Rūnanga in settlement of its Treaty of Waitangi claims.
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1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Deed unless the context otherwise requires:

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

“Land” means [Legal description of land]

“The Act” means the Reserves Act 1977

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

- 1.2.1 Headings appear as a matter of convenience and are not to affect the interpretation of this Deed.



PROTECTED PRIVATE LAND AGREEMENTS

- 1.2.2 Singular includes the plural and vice versa, and words importing one gender include the other genders.
- 1.2.3 A reference to an enactment or any Regulations is a reference to that enactment or those Regulations amended or to any enactment or Regulation substituted for that enactment or those Regulations but this provision shall be read subject to Clause 1.3.
- 1.2.4 A reference to a party to this Deed or any other document of Agreement includes the parties successors heirs and assigns in perpetuity and in the case of Te Rūnanga means its successor in law.
- 1.2.5 A reference to the Minister includes any officer or duly authorised agent of the Minister.
- 1.2.6 A reference to Te Rūnanga includes any receiver, liquidator, statutory manager or assignee in bankruptcy of Te Rūnanga or any lessee or mortgagee in possession of the Land or any part of it.
- 1.2.7 Te Rūnanga shall not be personally liable in damages for any breach of agreement committed after it has parted with all interest in the Land if such breach occurs.
- 1.3 The parties agree that the rule of interpretation referred to in *clause 1.2.3* is intended only to facilitate interpretation of this Deed in circumstances where legislative changes make statutory references in this Deed obsolete. It is not intended to indicate, and should not be interpreted as indicating, any consent by Te Rūnanga to, or acquiescence by Te Rūnanga in, the introduction to Parliament by the Crown of any proposed statutory amendment which would adversely affect the redress provided by the Crown pursuant to the Deed of Settlement to in *Recital A* or the ability of either party to fulfil its obligations expressed in this Deed or in that Deed of Settlement.

2. PURPOSES OF PROTECTION

- 2.1 Te Rūnanga and the Minister agree that the Land has the following values which are to be protected:
- (a) cultural values, including wāhi tapu and mahinga kai;
 - (b) conservation values;

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- (c) indigenous flora and fauna values; and
- (d) landscape values.

3. RESTRICTION ON USE OF LAND

- 3.1 Te Rūnanga agrees, to achieve the objectives and purposes set out in clause 2.1, that Te Rūnanga will not, without the consent of the Minister, or as part of an agreed programme referred to in clause 4.1:
- (a) remove or damage any indigenous vegetation, disturb the soil or undertake earthworks unless for the purpose of retrieving or reburying koiwi tangata;
 - (b) construct tracks on the Land;
 - (c) erect any buildings or structures on the Land; or
 - (d) carry out any planting on the Land.

4. MANAGEMENT OBLIGATIONS

- 4.1 The Minister and Te Rūnanga agree that the Land will be managed in accordance with a programme to be agreed between the parties.
- 4.2 Te Rūnanga grants to the Minister a right of access onto the Land for the purpose of implementing the programme agreed to under clause 4.1, including examining and recording the Land. In exercising the right of access, the Minister shall consult with Te Rūnanga in advance and have regard to the views of Te Rūnanga.
- 4.3 The Minister shall be responsible for any costs relating to fencing, track maintenance and pest and weed control which are reasonably necessary as part of the agreed programme referred to in clause 4.1.
- 4.4 The implementation of the programme referred to in clause 4.1 will be subject to the terms of Schedule 1 of this Deed.

PROTECTED PRIVATE LAND AGREEMENTS

5. FREE PUBLIC ACCESS

5.1 Te Rūnanga agrees with the Minister that:

- (a) subject to clause 5.1(c), the Owner will at all times allow the public access, onto and across the Land for purposes consistent with clause 2 of this Deed. Such access may be on such reasonable conditions as Te Rūnanga may specify given the wāhi tapu status of the Land. Te Rūnanga agrees to consult with the Minister before imposing any such conditions;
- (b) such access shall, unless Te Rūnanga expressly permits otherwise, be limited to access on foot;
- (c) Te Rūnanga and the Minister may agree to close access to and use of the Land or any part of the Land only for reasons relating to safety of the public or for the protection of the Land, its wāhi tapu, vegetation, wildlife, stock, buildings, plants, equipment and related items; and
- (d) subject to resources being available, the Minister shall be responsible for maintaining any structures or tracks to enable the public to gain access onto and across the Land. Where resources are not available to maintain structures and tracks to Department of Conservation safety standards, Te Rūnanga and the Minister agree that access over the relevant part of the Land will be closed until such time as maintenance is carried out.

5.2 The costs arising out of the closure of the Land including the costs of any notification of closure to the public shall be borne by the party requiring closure.

6. INDEMNITY

6.1 The Minister agrees to indemnify Te Rūnanga from and against all actions, claims, demands, losses, damages, costs and expenses for which Te Rūnanga shall become liable arising from loss or damage to the property of, or death or injury to, any person on any part of the Land in accordance with the right of access given under *clause 5.1* unless such loss, damage, death or injury is caused or contributed to by any act, omission, neglect or breach of this Deed on the part of Te Rūnanga or any employee, contractor or agent of Te Rūnanga.



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7. ENFORCEMENT AGAINST THIRD PARTIES

- 7.1 Te Rūnanga agrees that subject to the terms of this Deed the provisions of sections 93 - 105 of the Act shall apply to the Land as if the Land were a public reserve.

8. MUTUAL OBLIGATIONS

- 8.1 Each of the parties hereby undertakes, when called upon, to do forthwith all such acts, matters and things and to endeavour promptly to obtain all necessary consents and to execute all such documents as are required to deposit the plan of the Land.
- 8.2 Where any consent permission or other authorisation is required by statute or otherwise to carry out any obligation in either clause 4.1 or 5.1 the party responsible for that obligation shall obtain at that party's expense such consent permission or other authorisation.
- 8.3 Any notice required to be given to Te Rūnanga in terms of this Deed shall be sufficiently given if made in writing and served as provided in section 152 of the Property Law Act 1952 and shall be sufficiently given if sent by post or delivered to the residential address of Te Rūnanga or Te Rūnanga's solicitor.
- 8.4 Any consent, authorisation, approval or notice required to be given by the Minister shall be sufficiently given if it is signed by the Conservator, Department of Conservation []. Any notice required to be served upon the Minister shall be sufficiently served if delivered to the office for the time being of the Conservator, Department of Conservation [].
- 8.5 Any dispute which arises between Te Rūnanga and the Minister in any way relating to this agreement may be resolved by referring the dispute to an agreed third party for decision or by arbitration under the provisions of the Arbitration Act 1996.



DM

SCHEDULE 1

Most management activities carried out by the Department of Conservation (“Department”) require specific funding and require provision being made in the conservancy’s business plan. The process for the Department implementing activities in a business year will be as follows:

- the Department will meet with Te Rūnanga at conservancy level annually to discuss priorities for management action in respect of the Land;
- identified priorities will be taken forward by the Department into its annual business planning process and considered along with other conservancy priorities for funding;
- the decision on whether any specified management activities will be funded in any business year will be made by the Regional Conservator and Regional General Manager;
- the Department will advise Te Rūnanga of the outcome of this process and both parties will meet again to finalise a work programme for implementing the actions in that business year, in accordance with the resources which have been allocated in the business plan. The Department will apply the allocated resources to give effect to that work plan, subject to unforeseen management requirements which may arise from time to time, such as emergencies, adverse weather, staff shortages or reallocation of resources directed by the Minister.

EXECUTION AND ATTESTATION BY PARTIES

DH

PROTECTED PRIVATE LAND AGREEMENT
(Section 77 Reserve Act 1977)

Māpoutahi Pā

THIS DEED made the ... day of199..

BETWEEN TE RŪNANGA O NGĀI TAHU [hereafter called Te Rūnanga]

And **THE MINISTER OF CONSERVATION** [hereinafter called the Minister]

WHEREAS

- A. The Crown was registered as proprietor of the Land.
- B. Te Rūnanga and the Crown are parties to the Deed of Settlement dated the... day of 1997 pursuant to which the Crown provided certain redress to Te Rūnanga in settlement of its Treaty of Waitangi claims.
- C. As part of that redress the Crown agreed to transfer to Te Rūnanga certain land including the Land.

NOW THEREFORE THIS DEED WITNESSES that in accordance with section 76 of the Reserves Act 1977 Te Rūnanga and the Minister **MUTUALLY AGREE:**

1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Deed unless the context otherwise requires:

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

“Land” means [Legal description of land]

“The Act” means the Reserves Act 1977

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

- 1.2.1 Headings appear as a matter of convenience and are not to affect the interpretation of this Deed.



PROTECTED PRIVATE LAND AGREEMENTS

- 1.2.2 Singular includes the plural and vice versa, and words importing one gender include the other genders.
- 1.2.3 A reference to an enactment or any Regulations is a reference to that enactment or those Regulations amended or to any enactment or Regulation substituted for that enactment or those Regulations but this provision shall be read subject to Clause 1.3.
- 1.2.4 A reference to a party to this Deed or any other document of Agreement includes the parties successors heirs and assigns in perpetuity and in the case of Te Rūnanga means its successor in law.
- 1.2.5 A reference to the Minister includes any officer or duly authorised agent of the Minister.
- 1.2.6 A reference to Te Rūnanga includes any receiver, liquidator, statutory manager or assignee in bankruptcy of Te Rūnanga or any lessee or mortgagee in possession of the Land or any part of it.
- 1.2.7 Te Rūnanga shall not be personally liable in damages for any breach of agreement committed after he/she/it has parted with all interest in the Land if such breach occurs.
- 1.3 The parties agree that the rule of interpretation referred to in *clause 1.2.3* is intended only to facilitate interpretation of this Deed in circumstances where legislative changes make statutory references in this Deed obsolete. It is not intended to indicate, and should not be interpreted as indicating, any consent by Te Rūnanga to, or acquiescence by Te Rūnanga in, the introduction to Parliament by the Crown of any proposed statutory amendment which would adversely affect the redress provided by the Crown pursuant to the Deed of Settlement to in *Recital A* or the ability of either party to fulfil its obligations expressed in this Deed or in that Deed of Settlement.

2. PURPOSES OF PROTECTION

- 2.1 Te Rūnanga and the Minister agree that the Land has the following values which are to be protected:
- (a) cultural values, including wāhi tapu and mahinga kai;
 - (b) conservation values;



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PROTECTED PRIVATE LAND AGREEMENTS

- (c) indigenous flora and fauna values; and
- (d) landscape values.

3. RESTRICTION ON USE OF LAND

- 3.1 Te Rūnanga agrees, to achieve the objectives and purposes set out in clause 2.1, that Te Rūnanga will not, without the consent of the Minister, or as part of an agreed programme referred to in clause 4.1:
- (a) remove or damage any indigenous vegetation, disturb the soil or undertake earthworks unless for the purpose of retrieving or reburying koiwi tangata;
 - (b) construct tracks on the Land;
 - (c) erect any buildings or structures on the Land; or
 - (d) carry out any planting on the Land.

4. MANAGEMENT OBLIGATIONS

- 4.1 The Minister and Te Rūnanga agree that the Land will be managed in accordance with a programme to be agreed between the parties.
- 4.2 Te Rūnanga grants to the Minister a right of access onto the Land for the purpose of implementing the programme agreed to under clause 4.1, including examining and recording the Land. In exercising the right of access, the Minister shall consult with Te Rūnanga in advance and have regard to the views of Te Rūnanga.
- 4.3 The Minister shall be responsible for any costs relating to fencing, track maintenance and pest and weed control which are reasonably necessary as part of the agreed programme referred to in clause 4.1.
- 4.4 The implementation of the programme referred to in clause 4.1 will be subject to the terms of Schedule 1 of this Deed.

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5. FREE PUBLIC ACCESS

5.1 Te Rūnanga agrees with the Minister that:

- (a) subject to clause 5.1(c), Te Rūnanga will at all times allow the public access, onto and across the Land for purposes consistent with clause 2 of this Deed. Such access may be on such reasonable conditions as Te Rūnanga may specify given the wāhi tapu status of the Land. Te Rūnanga agrees to consult with the Minister before imposing any such conditions;
- (b) such access shall, unless Te Rūnanga expressly permits otherwise, be limited to access on foot;
- (c) Te Rūnanga and the Minister may agree to close access to and use of the Land or any part of the Land only for reasons relating to safety of the public or for the protection of the Land, its wāhi tapu, vegetation, wildlife, stock, buildings, plants, equipment and related items; and
- (d) subject to resources being available, the Minister shall be responsible for maintaining any structures or tracks to enable the public to gain access onto and across the Land. Where resources are not available to maintain structures and tracks to Department of Conservation safety standards, Te Rūnanga and the Minister agree that access over the relevant part of the Land will be closed until such time as maintenance is carried out.

5.2 The costs arising out of the closure of the Land including the costs of any notification of closure to the public shall be borne by the party requiring closure.

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6. INDEMNITY

- 6.1 The Minister agrees to indemnify Te Rūnanga from and against all actions, claims, demands, losses, damages, costs and expenses for which Te Rūnanga shall become liable arising from loss or damage to the property of, or death or injury to, any person on any part of the Land in accordance with the right of access given under *clause 5.1* unless such loss, damage, death or injury is caused or contributed to by any act, omission, neglect or breach of this Deed on the part of Te Rūnanga or any employee, contractor or agent of Te Rūnanga.

7. ENFORCEMENT AGAINST THIRD PARTIES

- 7.1 Te Rūnanga agrees that subject to the terms of this Deed the provisions of sections 93 - 105 of the Act shall apply to the Land as if the Land were a public reserve.

8. MUTUAL OBLIGATIONS

- 8.1 Each of the parties hereby undertakes, when called upon, to do forthwith all such acts, matters and things and to endeavour promptly to obtain all necessary consents and to execute all such documents as are required to deposit the plan of the Land.
- 8.2 Where any consent permission or other authorisation is required by statute or otherwise to carry out any obligation in either clause 4.1 or 5.1 the party responsible for that obligation shall obtain at that party's expense such consent permission or other authorisation.
- 8.3 Any notice required to be given to Te Rūnanga in terms of this Deed shall be sufficiently given if made in writing and served as provided in section 152 of the Property Law Act 1952 and shall be sufficiently given if sent by post or delivered to the residential address of Te Rūnanga or Te Rūnanga's solicitor.
- 8.4 Any consent, authorisation, approval or notice required to be given by the Minister shall be sufficiently given if it is signed by the Conservator, Department of Conservation []. Any notice required to be served upon the Minister shall be sufficiently served if delivered to the office for the time being of the Conservator, Department of Conservation [].


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- 8.5 Any dispute which arises between Te Rūnanga and the Minister in any way relating to this agreement may be resolved by referring the dispute to an agreed third party for decision or by arbitration under the provisions of the Arbitration Act 1996.

SCHEDULE 1

Most management activities carried out by the Department of Conservation (“Department”) require specific funding and require provision being made in the conservancy’s business plan. The process for the Department implementing activities in a business year will be as follows:

- the Department will meet with Te Rūnanga at conservancy level annually to discuss priorities for management action in respect of the Land;
- identified priorities will be taken forward by the Department into its annual business planning process and considered along with other conservancy priorities for funding;
- the decision on whether any specified management activities will be funded in any business year will be made by the Regional Conservator and Regional General Manager;
- the Department will advise Te Rūnanga of the outcome of this process and both parties will meet again to finalise a work programme for implementing the actions in that business year, in accordance with the resources which have been allocated in the business plan. The Department will apply the allocated resources to give effect to that work plan, subject to unforeseen management requirements which may arise from time to time, such as emergencies, adverse weather, staff shortages or reallocation of resources directed by the Minister.

EXECUTION AND ATTESTATION BY PARTIES



DH

ATTACHMENT 11.21
APPOINTMENT OF TE RŪNANGA TO HOLD
AND ADMINISTER KAHUTARA

(Clause 11.4.2)

<i>Description of Reserve</i>	<i>Conditions and Restrictions on Administration of Reserve to which vesting is subject</i>
<p>Kahutara:</p> <p>Marlborough Land District, Kaikoura District Council. 13.2894 hectares, more or less, being Section 44, Block IX, Mt Fyffe Survey District (SO 5541) and Sections 38, 47 and Part Section 39, Block IX, Mt Fyffe Survey District (SOS 4261 and 3912). All New Zealand Gazette 1982, page 335 and part New Zealand Gazette 1982, page 661, respectively. 5.5954 hectares, more or less, being Part Section 37, Block IX, Mt Fyffe Survey District (SO 4261). Part New Zealand Gazette 1982, page 661. 11.0016 hectares, more or less, being Parts Section 37, Block IX, Mt Fyffe Survey District (SO 4261). Part New Zealand Gazette 1982, page 661. 9.8310 hectares, more or less, being Section 36, Block IX, Mt Fyffe Survey District (SO 4261). Part New Zealand Gazette 1982, page 661. Subject to survey as shown on Allocations Plans MS 28/1, 28/2, 28/3, 28/4 and 28/5 (SOs 7314, 7315, 7305, 7306 and 7316).</p>	<p>Grazing licence dated 27 November 1995 between the Minister of Conservation and Karl Robert Townsend over part Section 37 and part Section 36</p> <p>Camping ground lease over parts (a), (b) and (c) for 5 years (plus 2 terms of renewal) from 11 October 1996, to R G Smithson and L Prenderville for 7.5 hectares of Section 38 and parts of Part 37, 47 and 39.</p> <p>Right by Transit New Zealand to use road spoil dumping site on section 44.</p>

ATTACHMENT 11.22
APPOINTMENT OF TE RŪNANGA TO HOLD AND ADMINISTER
ŌMIHI/GOOSE BAY

(Clause 11.4.3)

<i>Description and Purpose of Reserve</i>	<i>Conditions and Restrictions on Administration of Reserve to which vesting is subject</i>
<p>Omihī/Goose Bay:</p> <p>Marlborough Land District, Kaikoura District Council.</p> <p>(a) 2.1396 hectares, more or less, being Sections 9, 14 and 15, Block X, and Section 10, Block XI, Hundalee Survey District (S.O.s 1466, 4277, 5871 and 6117). Part New Zealand Gazette 1984, page 5468, as shown on Allocation Plan MS 27/2 (S.O Plan 7313).</p> <p>(b) 1.9961 hectares, more or less, being Sections 8 and 17, Block X and Part Section 11, Block XV Hundalee Survey District, (S.O.s 4277 and 6117). Part New Zealand Gazette 1984, page 5468 and as shown on <i>Allocation Plan MS 27/1 S.O. Plan 7312</i>).</p>	<p>(a), (b) and (c) subject to lease for 5 years (plus 2 renewal terms) with Ian Clenghan over camping ground.</p> <p>Subject to the condition that public access to the coastline through section 8 and Part section 11 and to the existing boat ramp shall be available free of charge.</p>



APPOINTMENT OF TE RŪNANGA TO HOLD AND ADMINISTER OARO

ATTACHMENT 11.23
APPOINTMENT OF TE RŪNANGA TO HOLD
AND ADMINISTER ŌARO

(Clause 11.4.4)

<i>Description of Reserve</i>	<i>Conditions and Restrictions on Administration of Reserve to which vesting is subject</i>
<p>Ōaro:</p> <p>Marlborough Land District, Kaikoura District Council. 31.5472 hectares, more or less, being Sections 20, 21, 22, 23 and 24, Block XVIII, Hundalee Survey District, (S.O. Plan 4277) Part New Zealand Gazette 1982, page 1177 and as shown on <i>Allocation Plan MS 108 (S.O. Plan 7323)</i>.</p>	<p>Grazing licence dated 5 June 1996 between the Minister of Conservation and Murray Tovey and Rene Agnes Tovey over that part of the Ōaro Site described in the grazing licence as ten hectares, more or less, being Part Section 21 and Section 22 Hundalee Survey District as outlined in red on the plan attached to the grazing licence.</p> <p>Right of Transit New Zealand to use road spoil during dumping site on reserve.</p> <p>Subject to power line easement in favour of R J Taylor and C M Webb, approved under section 17Q of the Conservation Act 1997 on 14 June 1987, and obligation to execute Deed of Easement for registration under Land Transfer Act.</p>



ATTACHMENT 11.24
CREATION OF HISTORIC RESERVE AT ŌTŪKORO
(Clause 11.4.5)

<i>Description of Reserve</i>	<i>Conditions and Restrictions on Administration of Reserve to which vesting is subject</i>
<p>Ōtūkoro:</p> <p>Nelson Land District. Buller District Council. 15.5200 hectares being Section 1 S.O. Plan 15229. Part New Zealand Gazette 1995, page 2242, as shown on <i>Allocation Plan MS 13 (S.O. Plan 15492)</i>.</p>	<p><i>None.</i></p>

ATTACHMENT 11.25
APPOINTMENT OF TE RŪNANGA TO HOLD
AND ADMINISTER MAEREWHENUA

(Clause 11.4.6)

<i>Description of Reserve</i>	<i>Conditions and Restrictions on Administration of Reserve to which vesting is subject</i>
<p>Maerewhenua:</p> <p>Otago Land District, Waitaki District Council. 7786 square metres, more or less, being Section 72, Block III, Maerewhenua Survey District. S.O. Plan 21225. All Document 549762, as shown on Allocation Plan MS 15 (S.O. Plan 24680).</p>	<p><i>None.</i></p>



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ATTACHMENT 11.26
APPOINTMENT OF TE RŪNANGA TO HOLD
AND ADMINISTER TAKIROA

(Clause 11.4.7)

<i>Description of Reserve</i>	<i>Conditions and Restrictions on Administration of Reserve to which vesting is subject</i>
<p>Takiroa:</p> <p>Otago Land District, Waitaki District Council. 905 square metres, more or less, being section 116A Otekaieke Settlement situated in Block V, Maerewhenua Survey District, S.O. Plan 18601. All Document 552413. Exclusive of such mines and minerals as were not taken by Document 515665/5. Together with a Right of way created by Document 568329, as shown on <i>Allocation Plan MS 16 (S.O. Plan 24688)</i>.</p>	<p>Existing access easement for farmer.</p>



ATTACHMENT 11.27
APPOINTMENT OF TE RŪNANGA TO HOLD
AND ADMINISTER KĀTIKI
(Clause 11.4.8)

<i>Description of Reserve</i>	<i>Conditions and Restrictions on Administration of Reserve to which vesting is subject</i>
<p>Kātiki:</p> <p>Otago Land District, Dunedin City Council.</p> <p>(a) An undefined area, being Section 45 and Part Section 51, Block II, Moeraki Survey District (subject to survey). Balance Document 661384. Subject to lease registered as Document 480078;</p> <p>(b) an undefined area, being Parts Section 55, Block II, Moeraki Survey District (subject to survey). Part Document 779247/2; and</p> <p>(c) an undefined area, being Section 2 and Parts Section 3, S.O. 23358 (subject to survey). Part Document 790001/2,</p> <p>as shown on <i>Allocation Plan MS 24 (S.O. Plan 24700)</i>.</p>	<p>Subject to existing lease to Jones (and successors) dated 5 May 1977.</p> <p>Subject to the condition that P R Jones and J A Jones, their successors, servants tenants agents workmen sublessees licensees and invitees shall have the full free uninterrupted and unrestricted right liberty and privilege from time to time and at all times by day and by night to go pass and repass with or without horses and domestic animals of any kind and with or without carriages vehicles motor vehicles machinery and implements of any kind over and along the existing track as shown by a dotted line on <i>Allocation Plan MS 24 (S.O. Plan 24700)</i>, for so long as the Jones's have a lease over the reserve, provided that persons accompanied by dogs are excluded from the right of access.</p> <p>Subject to sewage easement dated 14th December 1996 in favour of Jones (and successors and sublessees).</p> <p>Subject to the condition that officers of the Department of Conservation and persons authorised by them shall have the full free uninterrupted and unrestricted right liberty and privilege from time to time and at all times by day and by night to go pass and repass with or without motor vehicles machinery and implements of any kind as shown by a dotted line on <i>Allocation Plan MS 24 (S.O. Plan 24700)</i>, for the purpose of management of wildlife on the land or on any adjoining land administered by the Department.</p>

APPOINTMENT OF TE RŪNANGA TO HOLD AND ADMINISTER KATIKI

<i>Description of Reserve</i>	<i>Conditions and Restrictions on Administration of Reserve to which vesting is subject</i>
	Subject to continuing public access to the wildlife reserve adjacent to the reserve over and along the existing track as shown by a dotted line on <i>Allocation Plan MS 24 (S.O. Plan 24700)</i> .



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ATTACHMENT 11.28
APPOINTMENT OF TE RŪNANGA TO HOLD
AND ADMINISTER ŌNAWE PĀ

(Clause 11.4.9)

<i>Description of Reserve</i>	<i>Conditions and Restrictions on Administration of Reserve to which vesting is subject</i>
<p>Ōnawe Pā:</p> <p>Canterbury Land District, Banks Peninsula District Council. 28.4051 hectares, more or less, being Rural Sections 728, 26442 (S.O. 4404) and 42007 (S.O. 16213). Comprised in all Certificate of Title 23B/888 together with a drainage easement by Conveyance (Deed 141 D/818 and a grant of water rights by Transfer 229735; and all New Zealand Gazette 1985, page 1519 (Document No. GN 541973/1 Canterbury Registry) respectively, as shown on <i>Allocation Plan MS 26 (S.O. Plan 19833)</i>.</p>	<p><i>None.</i></p>

CREATION OF HISTORIC RESERVE AROUND KOPUWAI

ATTACHMENT 11.29
CREATION OF HISTORIC RESERVE AROUND KOPUWAI
(Clause 11.4.10)

<i>Description of Reserve</i>	<i>Conditions and Restrictions on Administration of Reserve to which vesting is subject</i>
<p>Kopuwai:</p> <p>Otago Land District, Central Otago District Council.</p> <p>(a) 2.2210 hectares, more or less, being Section 68, Block II, Cairnhill Survey District. All Special Lease 10A/399; and</p> <p>(b) an undefined area (subject to survey), being Part Run 249A, Obelisk Survey District. Part Pastoral Lease 386/69,</p> <p>as shown on <i>Allocation Plan MS 6 (S.O. Plan 24698)</i>.</p>	<p>Subject to existing BCL lease.</p> <p>Part (b) subject to obligation of Commissioner of Crown Lands to grant a grazing permit over the area, if surrendered, pursuant to an agreement dated 22 March 1996 between the Crown and the lessees of the Earnscliffe station.</p>

ATTACHMENT 11.30
CREATION OF HISTORIC RESERVE AT KAWARAU GORGE
(Clause 11.4.11)

<i>Description of Reserve</i>	<i>Conditions and Restrictions on Administration of Reserve to which vesting is subject</i>
<p>Part A: Kawarau Gorge:</p> <p>Otago Land District, Central Otago District Council. An undefined area (subject to survey) being Part Crown Land adjoining Part Run 726 and the Kawarau River, Block VI, Kawarau Survey District, as shown in <i>Allocation Plan MS 11 (S.O. Plan 24687)</i>.</p> <p>Part B: portion of legal but unformed road in Section 4 and 13 Block III Cromwell Survey District on the true right bank of the Kawarau River, as shown in <i>Allocation Plan MS 11 (S.O. Plan 24687)</i>.</p>	<ul style="list-style-type: none"> • Subject to survey • Subject to the condition that public access to the reserve shall be available as if it were a marginal strip

ATTACHMENT 11.31
APPOINTMENT OF TE RŪNANGA TO HOLD
AND ADMINISTER WAIPAPA POINT

(Clause 11.4.12)

<i>Description of Reserve</i>	<i>Conditions and Restrictions on Administration of Reserve to which vesting is subject</i>
<p>Waipapa Point:</p> <p>Marlborough Land District, Kaikoura District Council.</p> <p>15.7757 hectares, more or less, being Sections 5 and 33, Block XIV, Puhi Puhi Survey District and Part Mangamaunu Section 1B of 2 and Part Mangamaunu Section 1C of 2 (S.O.s 4249 and 4279 and M.L. 835). Part New Zealand Gazette 1981 page 2585.</p> <p>Subject to survey as shown on <i>Allocation Plan A 103 (S.O. Plan 7307)</i>.</p>	<p>Lease of caravan park to A D Craven and H Campbell.</p>



ATTACHMENT 11.31A
APPOINTMENT OF TE RŪNANGA TO HOLD
AND ADMINISTER MARANUKU

(Clause 11.4.13)

<i>Description of Reserve</i>	<i>Conditions and Restrictions on Administration of Reserve to which vesting is subject</i>
<p>Maranuku:</p> <p>Otago Land District, Clutha District Council.</p> <p>(a) 21.8 hectares, more or less, being Section 3, S.O. Plan 22413 Part Proclamation 2276; and</p> <p>(b) 26.8 hectares, more or less (subject to survey) being Section 2, S.O. Plan 22413. Part Proclamation 2276, as shown on Allocation Plan A 190 (S.O. Plan 24693).</p>	<p><i>None.</i></p>

CREATION OF SCENIC RESERVE AT MOERAKI LAKE

ATTACHMENT 11.31B
CREATION OF SCENIC RESERVE AT MOERAKI LAKE

(Clause 11.4.14)

<i>Description of Reserve</i>	<i>Conditions and Restrictions on Administration of Reserve to which vesting is subject</i>
<p>Moeraki Lake Site:</p> <p>Westland Land District, Westland District Council. 4.60 hectares, approximately, being Part Section 2, S.O. Plan 11969. Part New Zealand Gazette 1993 page 1394, as shown on Allocation Plan A 204 (S.O. Plan 12493).</p>	<p>(i) an existing licence to occupy (numbered 40.029) entered into pursuant to section 17(1)(f) of the Conservation Act 1987 on 22 June 1995 over a bach site on the Moeraki Lake Site; and</p> <p>(ii) Te Rūnanga to grant, on vesting of reserve:</p> <p>an easement granting a right of way over the Moeraki Lake Site in favour of Gerard David McSweeney and Anne Saunders in the form set out in <i>Attachment 11.31C</i>;</p> <p>an easement to take, convey and lead water over and along the Moeraki Lake Site in favour of Gerard David McSweeney and Anne Saunders in the form set out in <i>Attachment 11.31C</i>;</p> <p>an easement to convey electricity by means of cables over and along the Moeraki Lake Site in favour of Gerard David McSweeney and Anne Saunders in the form set out in <i>Attachment 11.31C</i>;</p> <p>an easement granting a right of way over the Moeraki Lake Site in favour of Arthur John Gillman and Allen Mark Chin in the form set out in <i>Attachment 11.31D</i>.</p>



ATTACHMENT 11.31C
EASEMENT FOR THE MOERAKI LAKE SITE
(Clause 11.4.14)

MEMORANDUM OF TRANSFER GRANTING EASEMENT

Date:

BETWEEN

- (1) **TE RŪNANGA O NGĀI TAHU** (hereinafter called “the Grantor”) of the one part; and
- (2) **GERARD DAVID McSWEENEY** and **ANNE SAUNDERS** (hereinafter together with their successors and assigns called “the Grantees”) of the other part.

BACKGROUND

- A Te Rūnanga o Ngāi Tahu and the Crown are parties to a Deed of Settlement dated [] 1997.
- B Pursuant to that Deed, the Crown agreed to vest all that parcel of land containing 4.60 hectares, approximately, being Part Section 2 S.O. 11969. New Zealand Gazette 1993 page 1394, as shown on Allocation Plan AS 204 (S.O. Plan 12493) (“the servient tenement”) in the Grantor as a scenic reserve pursuant to section 26 of the Reserves Act 1977.
- C The Grantees are registered as proprietor of an estate in fee simple subject however to such encumbrances liens and interests as are notified on the certificate of title in that parcel of land containing 2,038 square metres more or less being section 1 S.O. 11844 situated in Block XI Arnott Survey District being CT 8A/725 Westland Land Registry (“the dominant tenement”).
- D The vesting of the servient tenement as described in *Recital B* is subject to the Grantor granting to the Grantees the various easements across parts of the servient tenement as described in this Deed.


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NOW THEREFORE THIS DEED WITNESSES that in pursuance of the premises the Grantor hereby conveys and grants:

- (1) to the Grantees the full, free, uninterrupted and unrestricted right, liberty and privilege for the Grantees their servants, tenants, agents, workers, licensees and invitees (in common with the Grantor its tenants and any other person lawfully entitled so to do) from time to time and at all times by day and by night to go pass and repass with or without carriages, vehicles, motor vehicles, machinery and implements of any kind over and along that part of the servient tenement shown marked with the letter "A" on S.O. Plan [];
- (2) to the Grantees the full, free, uninterrupted and unrestricted right, liberty and privilege for the Grantees their servants, tenants, agents, workers, licensees and invitees from time to time and at all times by day and by night to take, convey, and lead water in a free and unimpeded flow over and along that part of the servient tenement shown marked with the letter "B" on S.O. Plan []; and
- (3) to the Grantees the full, free, uninterrupted and unrestricted right, liberty and privilege for the Grantees their servants, tenants, agents, workers, licensees and invitees from time to time and at all times by day and by night to convey electricity by means of cables over and along that part of the servient tenement shown marked with the letter "C" on S.O. Plan [].

TO THE INTENT that the easements hereby created shall forever be appurtenant to the dominant tenement **AND IT IS HEREBY AGREED AND DECLARED** by and between the Grantor and the Grantee:

- (a) the Grantee shall maintain the right of way marked "A", and the water race marked "B" on S.O. Plan [] at all times to a standard acceptable to the Grantor or its successors in title;
- (b) the rights implied in paragraph 2(c) in easements of vehicular right of way by the ninth schedule to the Property Law Act 1952 hereby expressly apply to the easement described in paragraph 1 above;
- (c) the rights implied in paragraph 2 and 5 in easements of rights to convey water by the seventh schedule to the Land Transfer Act 1952 hereby expressly apply to the easement described in paragraph 3 above; and
- (d) the Grantor will cause a notification of these easements to be recorded against the title to the Land as soon as reasonably practicable after the execution of this Deed.



EASEMENT FOR THE MOERAKI LAKE SITE

IN WITNESS whereof these presents have been executed as a deed on the date first written above.

A handwritten signature in black ink, appearing to be 'DM', is located in the bottom right corner of the page.

ATTACHMENT 11.31D
RIGHT OF WAY TO BACH ON THE MOERAKI LAKE SITE
(Clause 11.4.14)

MEMORANDUM OF TRANSFER GRANTING EASEMENT

Date:

BETWEEN

- (1) **TE RŪNANGA O NGĀI TAHU** (hereinafter called “the Grantor”) of the one part; and
- (2) **ARTHUR JOHN GILLMAN** and **ALLEN MARK CHIN** (hereinafter together with their successors and assigns called “the Grantees”) of the other part.

BACKGROUND

- A Te Rūnanga o Ngāi Tahu and the Crown are parties to a Deed of Settlement dated [] 1997.
- B Pursuant to that Deed, the Crown agreed to vest all that parcel of land containing 4.60 hectares, approximately, being Part Section 2 S.O. 11969. New Zealand Gazette 1993 page 1394, as shown on Allocation Plan AS 204 (S.O. Plan 12493) (“the servient tenement”) in the Grantor as a scenic reserve pursuant to section 26 of the Reserves Act 1977.
- C The Grantees hold licence 40.029 dated 22 June 1995 being a licence to occupy a bach site on the Land pursuant to section 17(1)(f) Conservation Act 1987.
- D The vesting of the Land as described in *Recital B* is subject to the Grantor granting to the Grantees an easement in gross across part of the Land as described in this Deed.

NOW THEREFORE THIS DEED WITNESSES that in pursuance of the premises the Grantor hereby conveys and grants to the Grantees the full, free, uninterrupted and unrestricted right, liberty and privilege for the Grantees their servants, tenants, agents, workers, licensees and invitees (in common with the Grantor his tenants and any other person lawfully entitled so to do) from time to time and at all times by day and by night to go pass and repass over and along that part of the Land shown marked with the letter “D” on S.O. Plan [] for the purpose of access to the bach site.



RIGHT OF WAY TO THE BACH ON THE MOERAKI LAKE SITE

Nothing in the grant of this easement confers on the Grantee any right to compel the Grantor to form the right of way to provide physical access to the bach site.

TO THE INTENT that the easements hereby created shall be for a term consistent with the duration of the licence referred to in *Recital B* **AND IT IS HEREBY AGREED AND DECLARED** by and between the Grantor and the Grantee that the Grantor will cause a notification of this easement to be recorded against the title to the Land as soon as reasonably practicable after the execution of this Deed.

IN WITNESS whereof these presents have been executed as a deed on the date first written above.



DM

ATTACHMENT 11.31E
CREATION OF NEW RESERVE AT WAIREWA
(Clause 11.4.15)

PART A

AREA TO BE VESTED

Canterbury Land District

Banks Peninsula District Council

An undefined area being Section 38, Kinloch Settlement (SO 15088), Rural Section 35040 (SO 4357), Part Reserve 3730 (SO 4357) and legal road adjoining Sections 37 and 38 Kinloch Settlement, Rural Section 35040, Part Reserve 3730 and Lake Forsyth. All New Zealand Gazette 1984, page 4151. Part subject to Section 62 Conservation Act 1987.

An undefined area being Rural Section 39988 (SO 11657) and legal road adjoining Rural Section 39988 and Section 40, Kinloch Settlement. All New Zealand Gazette 1971, page 2565.

Both subject to survey as shown on Allocation Plan MS 511 (SO 19893).

PART B

CONDITIONS AND RESTRICTIONS ON VESTING OF HISTORIC RESERVE
(Clause 11.4.15(b))

- Grazing Licence dated 4 May 1992 in favour of P L Higinbottom

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CHANGE OF NAMES/CLASSIFICATION

ATTACHMENT 11.32
CHANGE OF NAMES/CLASSIFICATION

(Clause 11.5)

#	<i>Description of Reserve</i>
1.	<p>Ōmihi/Goose Bay:</p> <p>Marlborough Land District, Kaikoura District Council.</p> <p>(a) 2.1396 hectares, more or less, being Sections 9, 14 and 15, Block X, and Section 10, Block XI, Hundalee Survey District (S.O.s 1466, 4277, 5871 and 6117). Part New Zealand Gazette 1984, page 5468, as shown on Allocation Plan MS 27/2 (S.O Plan 7313).</p> <p>(b) 1.9961 hectares, more or less, being Sections 8 and 17, Block X and Part Section 11, Block XV, (S.O.s 4277 and 6117). Part New Zealand Gazette 1984, page 5468 and as shown on <i>Allocation Plan MS 27/1 S.O. Plan 7312</i>).</p>
2.	<p>Bluff Hill Scenic Reserve:</p> <p>Southland Land District, Invercargill City Council. 150.4700 hectares, more or less, being Sections 2, 25 and 40 Block I Campbelltown Hundred (S.O.s 368, 6540), Lot 37 DP 15, Lot 3 DP 3368 and Part Lots 5 Deeds Plan 55. Comprised in all Certificates of Title B4/1268, 149/40 subject to Transfer 71376 creating the right to construct and maintain water races, etc, 10/249 and 31/60 and Part New Zealand Gazette 1981 page 2438 (Document No. 075035), Southland Registry, as shown on Allocation Plan MS 8 (S.O. Plan 12233).</p>
3.	<p>Shag Point Recreation Reserve:</p> <p>Otago Land District, Waitaki District Council.</p> <p>(a) 46.4644 hectares, more or less (subject to survey), being Section 101, Part Sections 98 and 100, Block III, Moeraki Survey District, Part Certificate of Title 15C/33.</p> <p><i>This description is subject to registration of an agreement between the Crown and other parties relating to an exchange of land as shown on DP 25667.</i></p> <p>(b) 3.8445 hectares, more or less, (subject to survey), being Part Section 57, Block III, Moeraki Survey District. All Document 676904/4.</p> <p>(c) 809 square metres, more or less, being Section 83, Block III, Moeraki Survey District. All CT No. 16D/313, Otago Land Registry.</p> <p>all as shown on <i>Allocation Plan MS 9 (S.O. Plan 24686)</i>.</p>



CHANGE OF NAMES/CLASSIFICATION

#	<i>Description of Reserve</i>
4.	<p>Maungatua Scenic Reserve:</p> <p>Otago Land District, Dunedin City Council. 1283.6683 hectares more or less being Sections 31, 49, 50, 51 and 55, Block I, Maungatua Survey District, Sections 1 and 2, Part Section 3, Block VIII, Maungatua Survey District, Lot 1 DP 20529, Lot 1 DP 20530, Sections 10, 32, 33 and 34 and Part Section 22, Block XI, Maungatua Survey District, Lot 1, DP 18686, Sections 11, 14, 15, 16, 17, 18, 23 and 24, Block XIV, Maungatua Survey District, and Lot 1, DP 17720.</p> <p>as shown on <i>Allocation Plan MS 23 (S.O. Plan 24679)</i>.</p>
5.	<p>Castle Hill Conservation Area:</p> <p>Canterbury Land District, Selwyn District Council. 54.0496 hectares, more or less, being Rural Section 40839, Rural Section 40840 (S.O. 15192) and Lot 2 DP 43207, part comprised in all CT 23B/918 (Canterbury Registry), subject to right to convey created by Deed of Grant 23B/921 as shown on <i>Allocation Plan MS 14 (S.O. Plan 19832)</i>.</p>

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TE WAIHORA (LAKE ELLESMERE)

ATTACHMENT 11.33
TE WAIHORA (LAKE ELLESMERE)
(Clause 11.6)

LEGAL DESCRIPTION**Canterbury Land District Selwyn / Banks Peninsula District Councils**

All that area described as, the Bed of Te Waihora (Lake Ellesmere) being parts Reserve 959 (BM 276, Sos 8677, 8678 and 1323), Part Reserve 4385 (SO 6979), Section 16, Block VII, Reserve 959 (SO 1323) and Section 10 Block VIII, Reserve 959 (SO 13224).

Subject to a proposed easement of Right of Way, right for a Machine Park and right to an Excavation Area as shown on Allocation Plan MS 33/ (SO 19835).

But excluding: Te Waihora (Greenpark Sands) being Part Reserve 959 (BM 276, SO 8677 and 8678) and Part Reserve 4385 (SO 5979) as shown on Allocation Plan MS 334 (SO 19835). Subject to survey all as shown in *Allocation Plan MS 33/1 to 33/5 (S.O. Plan 19835)*.

PART A: EXISTING LAWFUL COMMERCIAL USES AFFECTING BED OF TE WAIHORA

None.

PART B: EXISTING STRUCTURES IN OR UPON BED OF TE WAIHORA

Hut, storage shed, water tanks and eel holding tanks, jetty, fencing, tide gauges, posts, stakes, wharf piles, coloured marker poles and posts, channel markers, sign posts.

PART C: ENCUMBRANCES

Grazing licence dated 20 April 1995 to DN and NL Thomas.



ATTACHMENT 11.34
EASEMENT AGREEMENT, TE WAIHORA
(Clause 11.6.5)

BACKGROUND

1. Pursuant to Clause [] of the draft Deed of Settlement between Te Rūnanga and the Crown, a Certificate of Title will issue to Te Rūnanga for that part of the bed of Te Waihora yet to be surveyed but which survey shall include such land as is in Crown ownership, much of it beneath the variable body of water known as Te Waihora or Lake Ellesmere the boundaries of which:
 - (a) are generally shown by a continuous black line on Allocation Plan MS 33;
 - (b) consist of the edge of those roads nearest to the lake, where legal public roads are shown on that Map as bordering the lake edge;but which exclude:
 - (c) the land at, and extending from, the mouth of the Selwyn River and shown in cross-hatching on Allocation Plan MS 33/2, excluded so as to provide legal access to the bed of Te Waihora; and
 - (d) the Selwyn Delta River Protection Reserve which is vested in the Canterbury Regional Council, unless Te Rūnanga and that Council agree otherwise prior to the Settlement Date; and
 - (e) Greenpark Sands.
2. The title will be subject to an easement in favour of the Canterbury Regional Council ("CRC") to enable CRC to open and close the channel from Te Waihora to the sea pursuant to any existing authority or notified use under the Water and Soil Conservation Act 1967 or made under the Resource Management Act 1991 as amended or re-enacted (or its successor), including any resource consent granted from time to time, in each case complying with the National Water Conservation (Lake Ellesmere) Order 1990.
3. The easement will allow access to the CRC to certain parts of the land contained in the new title and will specify the use to which the CRC may

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EASEMENT AGREEMENT, TE WAIHORA

put the land. The terms and conditions of access and use will be specified in an Easement Agreement (which will eventually be registered against the Certificate of Title following formal survey).

4. The Easement Certificate must make provision for alteration of the Easement Area (as defined below) as a result of the movement from time to time of the Mean High Water Springs.

DRAFT EASEMENT

A draft form of agreement as to the restrictions on access to and use of the land is as follows:-

1. Definitions

For the purposes of this Agreement:

“Consent” means any existing authority or notified use under the Water and Soil Conservation Act 1967 or made under the Resource Management Act 1991 as amended or re-enacted (or its successor), including any resource consent granted from time to time, in each case complying with the National Water Conservation (Lake Ellesmere) Order 1990.

“Machine Park” means an area of approximately 200 metres in length and 180 metres in width (at its widest boundary) more particularly shown on the plan attached to this Agreement marked “Machine Park”.

“Land” means the area of land known as “Te Waihora” transferred to Te Rūnanga pursuant to Clause [] of the Ngāi Tahu Claims Settlement Act [1998].

“Existing Track” means the existing customary use track to the beach area situated landward of Mean High Water Springs and extending from the Māori road approximately 1.1 kilometres to the machine park having a width of approximately 20 metres and being situated within approximately 120 metres landward of Mean High Water Springs more particularly shown on the plan attached to this agreement marked “Vehicle access 20m wide centred on existing track” (Allocation Plan MS 33/5).

“Excavation Area” means an area of approximately 500 metres in width and extending approximately 350 metres landward of Mean High Water Springs more particularly shown on the plan attached to this Agreement and marked “Excavation Area”.

“Easement Area” means the Excavation Area, the Machine Park and the Existing Track as altered from time to time pursuant to the provisions of clause 8 of this Agreement.

2. Grant of Easement

The Canterbury Regional Council (or such other holder for the time being of a Consent) (referred to in this agreement as “CRC”) shall have the full, free, uninterrupted and unrestricted right, together with its agents, workmen, servants (and in common with Te Rūnanga, its servants, tenants, agents, workmen, licensees and invitees and any other person lawfully entitled) from time to time and at all times to go on to, along and over the Easement Area with or without vehicles, motor vehicles, machinery and implements of any kind but subject to the terms, conditions and restrictions set out below.

3. Right of Access

Subject to the provisions of Clause 8 below, CRC must exercise the rights of access specified in Clause 2 above to the Machine Park and the Excavation Area by using the Existing Track and not by any other means.

4. Use of Land

Subject to the remaining terms and conditions of this agreement, CRC shall be entitled to exercise the easement hereby granted solely for the purposes of operating a Consent and not for any other purpose without the prior written consent of Te Rūnanga.

5. Excavation Right

CRC may carry out such excavation on the Excavation Area as shall be necessary to give effect to the Consent using such methods of excavation and spoil disposal as CRC shall in its absolute discretion determine.

6. Parking of Vehicles, Machinery and Implements

CRC shall be entitled to park, in the Machine Park, such vehicles, machinery and implements as shall be necessary to enable it to complete artificial opening or closing of Te Waihora by way of a channel to the sea in terms of any Consent and shall not park vehicles, machinery or implements on any other part of the Land without the prior written consent of Te Rūnanga.



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7. Shelter for Vehicles, Machinery and Implements

CRC shall be entitled to maintain and/or add to any gravel pile situated on the Machine Park for the purposes of providing shelter for such vehicles, machinery and implements remaining on the Machine Park during the duration of any Consent.

8. Effect of Alteration of Mean High Water Springs

In the event that the line of Mean High Water Springs so alters so as to render the use of the Easement Area inoperable then, for the purposes of this Agreement, the Easement Area shall be deemed to be located in such position as shall:

- (a) provide for replacement of the Existing Track within 120 metres landward of Mean High Water Springs;
- (b) provide for relocation of the Machine Park, Existing Track and Excavation Area in identical size and relative location to each other as shown on the plan attached to this agreement and as shall have been the case immediately prior to relocation; and
- (c) be agreed to in writing by Te Rūnanga prior to the exercise by CRC of any of the rights contained in this Agreement in so far as those rights are to be exercised over the Easement Area (as relocated) PROVIDED THAT for the purposes of this clause Te Rūnanga shall give its consent to such relocation in terms of this clause 8 as will not, in the opinion of Te Rūnanga, interfere with or in any way affect any Wāhi Tapu sites situated on the Land.

9. Public Liability Insurance

At all times during the operation of this Agreement CRC shall be responsible for ensuring the safety of all its agents, servants and workmen situated on the Land and shall ensure that it or they has adequate public liability insurance.

10. Repair of Damage

CRC shall ensure that as little disturbance as possible is caused to the surface of the Existing Track and Machine Park (as relocated from time to time in terms of clause 8 of this Agreement) (other than disturbance caused by way of such excavation as shall be necessary to comply with the terms



of any Consent) and shall ensure that the surface of the Existing Track and Machine Park (as relocated from time to time in terms of clause 8 of this Agreement) is restored as nearly as possible to its original condition (but subject to the provisions of clause 7 of this Agreement) and that any other damage caused by reason of operation of this Agreement is repaired forthwith.

11. No Obstruction

Te Rūnanga shall use its best endeavours to ensure that, for the duration of any Consent, the Land shall be kept clear at all times of obstructions whether caused by parked vehicles, deposit of materials or unreasonable impediment to the use of the Land for the purposes of this Agreement.

12. Dispute Resolution

In the event of any dispute arising from or in connection with this Agreement, both parties shall use their best endeavours to settle such dispute in an amicable manner. If the parties are unable to resolve the dispute in such a manner, the matter shall be referred to mediation. If the parties are unable to resolve the dispute at mediation then the matter shall be referred to arbitration pursuant to the provisions of the Arbitration Act 1996.



AREAS SUBJECT TO JOINT MANAGEMENT PLAN

ATTACHMENT 11.35
AREAS SUBJECT TO JOINT MANAGEMENT PLAN

(Clause 11.6.15(b))

References (prefixed with the letter M) are to the plan referred to in *clause 11.6.1*

<i>Reference</i>	<i>Area (hectares)</i>	<i>Block and Survey District</i>	<i>Description</i>	<i>Name and comment</i>
M37/1	4.0468	VII Southbridge	Reserve 2542	Gravel reserve.
M36/192	101.1714	III, VII Southbridge	Section 1	Lakeside Wildlife Management Reserve, excluding area to be leased to Te Rūnanga pursuant to <i>clause 11.9</i> .
M36/194	2.4281	III Southbridge	Part Reserve 2951	Landing reserve.
M36/503	0.5000	III Southbridge	Crown Land SO 17138	Conservation Area.
M36/502	2.5000	III Southbridge	Part Reserve 959 SO 17138	Conservation Area.
M36/190	231.8848	II, III Southbridge	Reserve 5121	Harts Creek Wildlife Management Reserve.

AREAS SUBJECT TO JOINT MANAGEMENT PLAN

<i>Reference</i>	<i>Area (hectares)</i>	<i>Block and Survey District</i>	<i>Description</i>	<i>Name and comment</i>
M36/507	0.6000	XII Leeston	Crown Land	Conservation area.
M36/183	286.0000	IX, XIII Halswell XII, XVI Leeston	Section 50	Yarrs Flat Wildlife Management Reserve.
M36/181	18266.8500	Ellesmere, Halswell, Leeston, Southbridge	Reserve 4385 & Part Reserve 959	Excluding the Selwyn delta and Greenpark Sands areas to be retained by Department of Conservation and the Ahuriri site to be vested pursuant to <i>clause 13</i> of this Deed (Ancillary redress section).
M36/148	10.0000	XV Halswell	Crown Land	Part McQueens Lagoon Conservation Area.
M36/149	10.5000	XV Halswell	Crown Land	Part McQueens Lagoon Conservation Area.
M36/159	10.5000	III Ellesmere	Crown Land	Motukarara - Little River former railway, Conservation Area.
M36/160	2.0234	VII Ellesmere	Section 15	Former railway, quarry, Kaituna, Conservation Area.
M36/163	3.0351	III Ellesmere	Reserve 2594	Conservation Area adjacent to Kaituna Lagoon.
M36/169	12.1000	III Ellesmere	Crown Land	Former railway, Conservation Area.

AREAS SUBJECT TO JOINT MANAGEMENT PLAN

<i>Reference</i>	<i>Area (hectares)</i>	<i>Block and Survey District</i>	<i>Description</i>	<i>Name and comment</i>
M36/500	10.1171	XV Leeston	Section 49 SO Plan 17138	Conservation Area.
M36/471	87.7231	XV Leeston	Lots 1 and 2, DP 23120, Section 12	Williams Wildlife Management Reserve (subject to survey for land exchange agreed by Te Rūnanga and Department of Conservation) a survey (required before exchange can take place) unable to be completed before Deed is finalised.
M36/470	77.4972	XI, XII, XV, XVI Leeston	Lot 1 DP 10043	Wards Wildlife Management Reserve.
M36/188	1.9000	XVI Leeston	Part Reserve 4100	Conservation Area.
M36/187	1.1000	XVI Leeston	Part Reserves 4100, 959	Adjoining Lower Selwyn Huts, Conservation Area.
M36/473	0.9531	XVI Leeston	Part Reserve 4100	Lower Selwyn Huts.
M36/186	169.8308	XII, XVI Leeston	Section 18	Part Selwyn Wildlife Management Reserve, excluding area to be leased to Te Rūnanga under <i>clause 11.9</i> .

AREAS SUBJECT TO JOINT MANAGEMENT PLAN

<i>Reference</i>	<i>Area (hectares)</i>	<i>Block and Survey District</i>	<i>Description</i>	<i>Name and comment</i>
M36/170	9.5000	III, IV Ellesmere	Crown Land	Former railway, Conservation Area..
M36/171	10.8000	IV Ellesmere	Crown Land	Former railway, Conservation Area..
M36/486	60.7028	II, IV Ellesmere	Reserve 682	Kaitorete, Timber Depot and Landing Area, Reserve, including land to be vested pursuant to <i>clause 11.2.5.</i>
M37/10	80.6639	V Ellesmere	Reserve 683	Waihora Scientific Reserve.

CONFORMED COPY

DATED September 23 1997

TE RŪNANGA O NGĀI TAHU

and

THE MINISTER OF CONSERVATION

and

NORTH CANTERBURY FISH AND GAME COUNCIL

AGREEMENT

relating to

THE USE AND MANAGEMENT OF MAIMAIS



MAIMAI MANAGEMENT AGREEMENT

AN AGREEMENT made on September 23, 1997

BETWEEN:

- (1) **TE RŪNANGA O NGĀI TAHU** incorporated pursuant to Te Rūnanga o Ngāi Tahu Act 1996 (“Te Rūnanga”);
- (2) **THE MINISTER OF CONSERVATION** at Wellington (“DoC”); and
- (3) **NORTH CANTERBURY FISH & GAME COUNCIL** established pursuant to the Conservation Act 1987 (the “Council”).

RECITALS:

- A The Crown and Te Rūnanga are negotiating a Deed of Settlement whereby, inter alia, the fee simple title to the Bed of Te Waihora and certain sites adjacent to it will vest in Te Rūnanga.
- B Pursuant to the Deed of Settlement, Settlement Legislation will be enacted so as to give effect to the matters the subject of the Deed of Settlement.
- C The Settlement Legislation will provide that all existing lawful rights of public access to, and of recreational use and enjoyment affecting, the Bed of Te Waihora (not including the use of Maimais) shall remain unaffected by the vesting of title to the Bed of Te Waihora in Te Rūnanga, for as long as such rights otherwise remain lawful.
- D The Settlement Legislation will provide that use of Maimais on the Bed of Te Waihora shall be at Te Rūnanga’s discretion and will record that in the exercise of that discretion, Te Rūnanga has entered into this Agreement.
- E This Agreement reflects the wish of the parties to establish a durable long-term relationship so as to achieve integrated management of Te Waihora.
- F The Council wishes to secure the rights of Hunters to the continued use of Maimais for recreational hunting purposes and has agreed to undertake the management and control of all Maimais on the Land.
- G The Settlement Legislation will provide that the use of Maimais on specified areas of land administered by the Department of Conservation will be exempt from the concession requirements of the Conservation Act and the statutes specified in the First Schedule to that Act.

MAIMAI MANAGEMENT AGREEMENT

- H The Settlement Legislation will provide for the preparation by Te Rūnanga and the Director-General of Conservation, within 6 years from the Vesting Date, of a Joint Management Plan for the integrated management of the Land and the natural and historic resources within that Land. The Council will be involved at all relevant stages of the Joint Management Planning process as a key stakeholder.
- I The Deed of Settlement and the resulting Settlement Legislation will provide that when preparing the Joint Management Plan the Secretary of Te Rūnanga and the Director-General of Conservation are to have regard to the terms of this Agreement as far as they relate to the management of Maimais, and in turn this Agreement will be subject to the objectives of the Joint Management Plan.
- J DoC and Te Rūnanga separately reserve their respective rights, solely at their discretion, to add additional areas of land that they may acquire from time to time to the area covered by the Joint Management Plan. If any lands are so added, the parties may by agreement extend the coverage of this Agreement to cover those areas.

IT IS AGREED:**Definitions**

- 1.1 In this Agreement terms defined in the Deed of Settlement shall bear the same meaning when used in this Agreement and the following terms shall have the following meanings:

Agreement means this Agreement and the Schedule;

Bed means the Bed of Te Waihora as defined in the Deed of Settlement;

Commencement Date means the Settlement Date, being the date upon which title to the Bed of Te Waihora vests in Te Rūnanga;

Hunters means game-bird hunting licence holders;

Land means the land more particularly described in the Schedule;

Maimai means, for the purpose of this Agreement, any hide or shelter constructed on the Land for the purpose of game-bird hunting, and any wheeled mobile hide or shelter that is parked temporarily on the Land for this same purpose, but does not include portable hides or shelters that are built and removed on the same day.

A handwritten signature in black ink, appearing to be 'DM', is located in the bottom right corner of the page.

Interpretation

- 1.2 In this Agreement, unless the context otherwise requires:
- (a) words importing the singular shall include the plural and vice-versa;
 - (b) words importing a gender shall each include each other gender;
 - (c) any reference to a statute or statutory provision shall be to a New Zealand statute or statutory provision and shall be deemed to include any statute or statutory provision which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same and any orders, regulations, instruments or other subordinate legislation made thereunder;
 - (d) headings are for reference only and shall not affect the interpretation of this Agreement; and
 - (e) all references to clauses, recitals and schedules are to clauses, schedules and recitals to this Agreement.

Conditions Precedent

- 2.1 Entry into and performance of the terms and conditions of this Agreement are conditional upon the enactment and coming into force of the Settlement Legislation and the subsequent vesting of the fee simple title of the Bed of Te Waihora in Te Rūnanga.

Term and Right of Renewal

- 3.1 Subject to *clauses 2, 3.2 and 8*, this Agreement shall commence on the Vesting Date and shall have a term of 5 years.
- 3.2 Provided that the Council has complied with its duties as set out in *clauses 5 and 6* of this Agreement the Council shall have the right to renew this Agreement for additional 5 year terms (by the Council giving to Te Rūnanga and DoC at least 3 months written notice prior to the end of each 5 year term). The terms and conditions for any renewal period shall be agreed between the parties (provided that, in the event that the parties fail to agree on terms and conditions, the terms and conditions applying for the preceding contract period shall apply for the subsequent renewal period and *clause 10.1* will not apply) and shall include a right of renewal for a further 5 year period exercised in the same manner and on the same basis as set out in this clause. If the Council fails to give notice by the specified time or before the expiry of any further period granted by Te Rūnanga and DoC this Agreement shall expire at the end of its term.

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MAIMAI MANAGEMENT AGREEMENT

Rights of Fish & Game Council

- 4.1 During the term of this Agreement the Council shall have the right to use Maimais located from time to time on the Land. The Council shall also have the right to permit Hunters to use Maimais located on the Land.
- 4.2 During the term of this Agreement the Council shall have access to the Land for the purpose of carrying out its duties under this Agreement, and for the purposes of carrying out its statutory duties in relation to the management of game-birds, provided that the Council has given Te Rūnanga and DoC copies of its current Annual Operational Workplan outlining these activities once adopted. Otherwise, at least 25 Business days notice will be given by the Council before it takes such action.

Duties of Fish & Game Council

- 5.1 In consideration of the right to use Maimais the Council shall assume responsibility for the management, use and control of all Maimais located on the Land and the Council shall act in a manner consistent with the Joint Management Plan from time to time in draft or approved form. Without limiting the generality of the foregoing the Council shall:
- (a) develop, in consultation with Te Rūnanga and DoC, conditions and standards for the siting, construction, , use, maintenance and removal of Maimais. The conditions and standards shall also address such matters as the size, location, materials to be used, separation distances and removal of derelict Maimais;
 - (b) within 12 months of the date of this Agreement, create and then keep updated on an annual basis a register of Maimais from time to time on the Land by recording the approximate location of each fixed Maimai on a map, copies of which are to be provided to Te Rūnanga and/or DoC upon request, and using its best endeavours to register any mobile maimais used that year;
 - (c) within an initial period of 15 months from the date of this Agreement, and in each calendar year thereafter, remove any Maimais the Council does not register (as provided in (b) above) or within 3 months of being advised in writing by Te Rūnanga and/or DoC to remove any derelict Maimai. The requirements of this clause are subject to weather and lake conditions allowing such removal;
 - (d) at all times take steps to ensure that it and hunters using the Maimais observe and comply with the reasonable requests of Te Rūnanga and/or DoC in relation to access across the Land to Maimais;



MAIMAI MANAGEMENT AGREEMENT

- (e) control the siting, construction, use, maintenance and removal of maimais through the enforcement of conditions and standards agreed pursuant to *clause 5.1(a)*.
- 5.2 The Council agrees that management and control of Maimais by it will, in addition to the provisions of this Agreement, be subject to and consistent with the Joint Management Plan. It is not intended by either Te Rūnanga or DoC that the Joint Management Plan will have the effect of frustrating the general objectives of this Agreement.
- 5.3 For the avoidance of doubt, and without limiting *clause 5.2*, the Council agrees that where the Joint Management Plan designates from time to time that Maimais should be removed from or not erected in any discrete area on the basis that the erection or use of Maimais would threaten the conservation and/or mahinga kai values of that area, and Te Rūnanga and/or DoC direct the Council to remove or not to erect Maimais in such areas of the Land, the Council will comply with such direction.

Contributions

- 6.1 In consideration of the rights given to the Council and Hunters under this Agreement, the Council agrees to contribute to the objectives of the Joint Management Plan where these are consistent with the purposes and objectives of the Council. The extent of the Council's obligation in this regard will be calculated by multiplying the number of registered Maimais, pursuant to *clause 5.1(b)*, by a sum equalling 50% of the annual game-bird hunting licence fee (not including GST) as set by the Council from time to time. In addition, the Council will pay GST (if any) on the sum payable to Te Rūnanga under this clause.
- 6.2 The Council may discharge its obligations pursuant to *clause 6.1* by the carrying out of annual projects agreed with Te Rūnanga and DoC that give effect to the purpose of the Joint Management Plan and the objectives identified within it, and are consistent with the purposes and objectives of the Council.
- 6.3 In the event that the parties cannot agree on projects to be carried out pursuant to *clause 6.2*, or that such projects do not fully discharge the Council's obligations under this Agreement, the Council will make good any shortfall by providing to Te Rūnanga and DoC either:
- (a) resources, by way of donation of materials, equivalent to the amount of the agreed shortfall;
 - (b) cash; or

MAIMAI MANAGEMENT AGREEMENT

(c) any combination of (a) and (b).

- 6.4 Any monetary contributions paid by the Council pursuant to this clause shall be paid to the bank account operated by Te Rūnanga for the purpose, or in any other manner directed by Te Rūnanga and DoC from time to time. Such contributions will, in respect of the period between the date of this Agreement and the end of the Council's financial year, be paid within 20 business days of the end of that financial year. Thereafter, any monetary contributions payable in respect of each subsequent 12 month period shall be paid within 20 business days of the expiration of such 12 month period.
- 6.5 Te Rūnanga and DoC agree that any contribution by the Council as provided for in this clause shall be devoted to projects relating to the Land and to give effect to the purposes of the Joint Management Plan and objectives identified within it or such other projects as may be agreed by the parties, consistent with the purposes and objectives of the Council.
- 6.6 In consideration of the contribution by the Council provided for in this clause Te Rūnanga and DoC undertake that they will not impose any fees on Hunters using Maimais on the Land, during the currency of this Agreement.

Accounting for Contributions

- 7.1 Te Rūnanga and DoC agree to account to the Council for any contributions paid pursuant to *clause 6* and to provide the Council with an annual report detailing how the proceeds of those contributions have been applied.
- 7.2 The Council will report to Te Rūnanga and DoC on any projects carried out under *clause 6*, including details of the Council's contributions of time and materials.
- 7.3 Te Rūnanga will also account on an annual basis to DoC for any funds held by it pursuant to *clause 6*. That report will include the location of the funds, the amount held, and details of all deposits and withdrawals during the preceding year.

Termination

- 8.1 Te Rūnanga and DoC, following consultation and agreement between themselves shall have the right at any time by giving notice in writing to the Council to terminate this Agreement forthwith if the Council commits a material breach of any of the terms and conditions of this Agreement which breach if remediable is not remedied within 60 business days from receipt of notice in writing from Te Rūnanga and DoC jointly requesting its remedy. Notwithstanding the foregoing Te Rūnanga and DoC shall not be obliged to give such notice in the case of persistent and material breach, but may terminate the Agreement immediately.

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MAIMAI MANAGEMENT AGREEMENT

- 8.2 Any waiver by Te Rūnanga and DoC of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision thereof.
- 8.3 The rights to terminate this Agreement given by this clause shall be without prejudice to any other right or remedy of either Te Rūnanga or DoC in respect of the breach concerned (if any) or any other breach.

Consequences of Termination

- 9.1 Upon the termination of this Agreement for any reason:
- (a) any monies held by Te Rūnanga pursuant to *clause 6* above will be used for the purposes for which they were collected. Full reports will be made to all the parties to this Agreement showing the detail of that expenditure.
 - (b) the Council shall have no claim against either Te Rūnanga or DoC for compensation for loss attributable to the termination of this Agreement;
 - (c) subject as otherwise provided herein and to any rights or obligations which have accrued prior to termination, no party shall have any further obligation to the other under this Agreement; and
 - (d) Te Rūnanga and DoC will resume complete discretion in relation to the management and use of Maimais on the Land, subject to existing legislation.

Dispute Resolution

- 10.1 In the event of any dispute arising from or in connection with this Agreement, the parties shall use their best endeavours to settle such dispute or difference in an amicable manner. If the parties are unable to resolve the dispute or difference in such a manner, the matter shall be referred to mediation. If the parties are unable to resolve the dispute or difference at mediation the matter shall be referred to arbitration pursuant to the provisions of the Arbitration Act 1996.

General

- 11.1 **Non-Assignment:** The Council shall not mortgage, charge or assign any rights or transfer, delegate or sub-contract the performance of any obligation under this Agreement without Te Rūnanga's and DoC's prior written consent, such consent not to be unreasonably withheld.
- 11.2 **Delegation:** All rights, powers, authorities and duties vested in or to be exercised by DoC under this Agreement and any notice required to be given by DoC may be exercised and given by the Director-General of Conservation or the Regional



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MAIMAI MANAGEMENT AGREEMENT

Conservator, Canterbury Conservancy or any duly authorised officer, employee or agent of the Department of Conservation.

- 11.3 **Notices:** All notices and other communications provided for or permitted hereunder shall be sent by airmail with postage prepaid, by hand delivery or by facsimile as follows:

If to Te Rūnanga o Ngāi Tahu:

Attention: The Secretary
Te Rūnanga o Ngāi Tahu
PO Box 13-046
Christchurch

Telephone No: 064 03 366 4344
Facsimile No: 064 03 365 4424

If to the Minister of Conservation:

Attention: Regional Conservator
Canterbury Conservancy
Department of Conservation
Private Bag
133 Victoria Street
Christchurch

Telephone No: 064 03 379 9758
Facsimile No: 064 03 371 3770

If to the Fish and Game Council:

Attention: Manager
Fish and Game New Zealand
North Canterbury Region
3 Horatio Street
Christchurch

Telephone No: 064 03 366 9191
Facsimile No: 064 03 365 0612

or such other address or person as any party may specify by notice in writing to the others. All such notices or communications shall be deemed to have been duly given or made:

- (i) 2 days after being deposited in the mail with postage prepaid;



MAIMAI MANAGEMENT AGREEMENT

(ii) when delivered by hand; or

(iii) if sent by facsimile, when receipt is confirmed by dispatching facsimile.

- 11.4 **Non-Waiver:** No waiver of any rights arising under this Agreement shall be effective unless in writing and signed by a duly authorised signatory of the party against whom the waiver is to be enforced. No failure or delay by either party in exercising any right, power or remedy under this Agreement (except as expressly provided herein) shall operate as a waiver of any such right, power or remedy.
- 11.5 **Non-Derogation:** Except as expressly provided in this Agreement nothing in this Agreement is to derogate from any rights or powers of the parties under common law, statute or the Treaty of Waitangi.
- 11.6 **Reconstruction:** If any provision of this Agreement should become illegal or void for any reason, the validity of the remaining provisions shall not be affected and the parties shall enter into negotiations in good faith to find a replacement for the provision which is of similar effect without illegality or being void.
- 11.7 **Modifications:** No addition to or modification of any provision of this Agreement shall be binding upon the parties unless made by a written instrument signed by a duly authorised signatory of each of the parties.
- 11.8 **Entire Agreement:** This Agreement sets out the entire agreement and understanding between the parties with respect to the subject matter hereof. This Agreement supersedes all previous agreements, arrangements and understandings between the parties with respect to the subject of this Agreement, which shall cease to have any further force or effect.
- 11.9 **Counterpart Execution:** This Agreement may be executed in counterpart each of which will be deemed an original but all of which together shall constitute one and the same instrument.
- 11.10 **Governing Law:** This Agreement shall be construed and interpreted and its performance shall be governed by New Zealand Law.



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MAIMAI MANAGEMENT AGREEMENT

EXECUTED as an Agreement by the duly authorised representatives of each of the parties.

SIGNED by **THE MINISTER**)
OF CONSERVATION in the) Nick Smith
presence of:)

Signature: Nick Smith

Name of Witness: H.F.M. Logan

Address: Department of Conservation

Occupation: Director-General

THE COMMON SEAL of the)
NORTH CANTERBURY FISH)
AND GAME COUNCIL was)
affixed in the presence of:)

B F Webb Manager

J N Curtis Councillor

in the presence of:

Signature: _____

Name of Witness: _____

Address: _____

Occupation: _____



MAIMAI MANAGEMENT AGREEMENT

THE SEAL of)
TE RŪNANGA O NGĀI TAHU)
was affixed in the presence of:)

E. Ellison, Te Rūnanga Representative

[S. B. Ashton], Secretary

in the presence of:

Signature: CS Crofts

Name of Witness: CS Crofts

Address: c/- 127 Armagh Street, Christchurch

Occupation: Kaiwhakahaere
Te Rūnanga o Ngāi Tahu

MAIMAI MANAGEMENT AGREEMENT

SCHEDULE

1. The Bed of Te Waihora as described in Section 11 (Mahinga Kai – Properties) of the Deed of Settlement.
2. The areas described in Attachment 11.33 of the Deed of Settlement as long as they are held, managed or administered under the Conservation Act 1987 or the statutes listed in the First Schedule to the Conservation Act 1987.
3. Any areas within 500 metres of the Bed of Te Waihora or as otherwise agreed by the Minister of Conservation and Te Rūnanga which may subsequently be acquired, managed or administered under the Conservation Act 1987 or the statutes specified in the First Schedule to the Conservation Act 1987 (excluding any such areas held and managed under those Acts by Fish & Game Councils) for so long as they are so held, managed or administered.



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MURIWAI (COOPERS LAGOON)

ATTACHMENT 11.37
MURIWAI (COOPERS LAGOON)
(Clause 11.7)

LEGAL DESCRIPTION

Canterbury Land District, Selwyn District Council, 85.0 hectares, approximately, being Part RS 39775 (S.O. 11298), Part New Zealand Gazette 1985 page 4926, subject to survey as shown on Allocation Plan MS 219 (S.O. 19866).

PART A: EXISTING LAWFUL COMMERCIAL USES AFFECTING BED OF MURIWAI (COOPERS LAGOON)

None.

PART B: EXISTING STRUCTURES IN OR UPON BED OF MURIWAI (COOPERS LAGOON)

Fences, bridge, gate, culvert, pipes, poles, drains.

PART C: ENCUMBRANCES

- Grazing licence dated 23 August 1994 to David John and Alison Kaye Winchester.
- Easement in favour of Selwyn District Council in form as set out in *Attachment 11.38*.


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ATTACHMENT 11.38
MURIWAI (COOPERS LAGOON) – DRAINAGE AND ACCESS
EASEMENTS
(Clause 11.7.5)

[Attachment comprises 7 pages]

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ATTACHMENT 11.38
DRAINAGE EASEMENT AGREEMENT, MURIWAI (COOPERS
LAGOON)
(Clause 11.7.5)

BACKGROUND

- 1 Pursuant to Clause 11.7.5 of the draft Deed of Settlement between Te Rūnanga and the Crown, a Certificate of Title will issue to Te Rūnanga for that part of the bed of Muriwai (Coopers Lagoon) yet to be surveyed but expected to comprise approximately 85 hectares including part of the gravel bank which separates Muriwai (Coopers Lagoon) from the sea; the boundaries of which are generally shown by the continuous black line on Allocation Plan MS 219 (SO Plan 19866).
- 2 The Selwyn District Council (“SDC”) in the exercise of its statutory functions and powers (including those conferred on it by the Land Drainage Act 1908 and the Soil Conservation and Rivers Control Act 1941) drains certain lands into Muriwai (Coopers Lagoon).
- 3 SDC has similarly from time to time constructed, maintained and altered as necessary two culverts and ancillary channels and other works for the purpose of draining Muriwai (Coopers Lagoon) to the sea as generally shown on the plan attached to this Agreement and marked “McEvedy’s Culvert” and “Forsythe’s Culvert” respectively.
- 4 By reason of the action of the sea McEvedy’s Culvert is affected by intermittent blockage and by movement of the gravel bank through which it passes and, when in use, requires to be extended or relocated from time to time.
- 5 The title will be subject to an easement in favour of SDC to enable SDC to drain Muriwai (Coopers Lagoon) to the sea pursuant to any existing authority or notified use under the Water and Soil Conservation Act 1967 or made under the Resource Management Act 1991 as amended or re-enacted (or its successor), including any resource consent granted from time to time.
- 6 The easement will allow access to SDC to certain parts of the land contained in the new title and will specify the use to which SDC may put the land. The terms and conditions of access and use will be specified in an Easement Agreement (which will eventually be registered against the Certificate of Title following formal survey).


DH

- 7 The Easement Agreement must make provision for alteration of the McEvedy's Culvert Easement Area (as defined below) as a result of the movement from time to time of the gravel bank.

DRAFT EASEMENT

A draft form of agreement as to the restrictions on access to and use of the land is as follows:

1 Definitions

For the purposes of this Agreement:

Consent means any existing authority or notified use under the Water and Soil Conservation Act 1967 or made under the Resource Management Act 1991 as amended or re-enacted (or its successor), including any resource consent granted from time to time.

Drain means the channels, culverts and other works constructed upon the Land within the Easement Area.

Land means the area of land known as "Muriwai (Coopers Lagoon)" transferred to Te Rūnanga pursuant to Clause 11.7.2 of the Ngāi Tahu Claims Settlement Act [1998].

McEvedy's Culvert Easement Area means the area of land more particularly shown on the plan attached to this Agreement and so marked, and as altered from time to time pursuant to clause 5 of this Agreement.

Easement Area means those parts of the land more particularly shown in the plan attached to this Agreement and so marked [Allocation Plan MS219 (SO Plan 19866)].

2 Grant of Easement

The Selwyn District Council (or such other holder for the time being of a Consent) (referred to in this agreement as "SDC") shall have the full, free, uninterrupted and unrestricted right, together with its agents, workmen, servants (and in common with Te Rūnanga, its servants, tenants, agents, workmen, licensees and invitees and any other person lawfully entitled) from time to time and at all times to go on to, along and over the Easement Area with or without vehicles, motor vehicles, machinery and implements of any kind but subject to the terms, conditions and restrictions set out below.

3 Use of Land

Subject to the remaining terms and conditions of this Agreement, SDC shall be entitled to exercise the easement hereby granted solely for the purposes of operating a Consent and not for any other purpose without the prior written consent of Te Rūnanga.

4 Operating Right

SDC may carry out and maintain within the Easement Area all such works as shall be necessary to give effect to the Consent using such methods as SDC shall in its absolute discretion determine, and may stockpile within the Easement Area, or with the prior consent of Te Rūnanga upon land contiguous to the Easement Area, pending reuse of the same within the Easement Area and/or removal.

5 Effect of Movement of Gravel Bank

In the event that the position of the gravel bank separating Muriwai (Coopers Lagoon) from the sea alters so as to render the use of the McEvedy's Culvert Easement Area inoperable then, for the purposes of this Agreement the McEvedy's Culvert Easement Area shall be deemed to be located in such position as shall:

- (a) maintain or restore the operability of McEvedy's Culvert and of any channelling or other works ancillary to it; and
- (b) be agreed to in writing to Te Rūnanga prior to the exercise by SDC of any of the rights contained in this Agreement in so far as those rights are to be exercised over the McEvedy's Culvert Easement Area (as relocated)
PROVIDED THAT for the purposes of this clause Te Rūnanga shall give its consent to such relocation in terms of this clause 5 as will not, in the opinion of Te Rūnanga, interfere with or in any way affect any Wāhi Tapu sites situated on the Land.

6 Public Liability Insurance

At all times during the operation of this Agreement SDC shall be responsible for ensuring the safety of all its agents, servants and workmen situated on the Land and shall ensure that it or they has adequate public liability insurance.

7 Repair or Damage

SDC shall ensure that as little disturbance as possible is caused to the Land (other than disturbance caused by such works as shall be necessary to comply with the terms of any Consent) and shall ensure that the surface is restored as nearly as possible to its original condition and that any other damage caused by reason of operation of this Agreement is repaired forthwith.

8 No Obstruction

Te Rūnanga shall use its best endeavours to ensure that, for the duration of any Consent, the Land shall be kept clear at all times of obstructions whether caused by parked vehicles, deposit of materials or unreasonable impediment to the use of the Land for the purposes of this Agreement.

9 Dispute Resolution

In the event of any dispute arising from or in connection with this Agreement, both parties shall use their best endeavours to settle such dispute in an amicable manner. If the parties are unable to resolve the dispute in such a manner, the matter shall be referred to mediation. If the parties are unable to resolve the dispute at mediation then the matter shall be referred to arbitration pursuant to the provisions of the Arbitration Act 1996.

ATTACHMENT 11.38
EASEMENT FOR ACCESS TO MURIWAI (COOPERS LAGOON)
(Clause 11.7.14)

THIS DEED made theday of 1997 between the **MINISTER OF CONSERVATION** (hereinafter together with his successors and assigns called “the Grantor”) of the one part; and

TE RŪNANGA O NGĀI TAHU (hereinafter together with its successors and assigns called “the Grantee”) of the other part.

WHEREAS

1. Her Majesty the Queen (“the Crown”) is the owner, subject to the Act, of all that parcel of land containing hectares, more or less, being [*Description of Land*] (“the servient tenement”).
2. The Grantee and the Crown are Parties to a Deed of Settlement dated [.....] 1997 pursuant to which the Crown provided certain redress to the Grantee in settlement of its Treaty of Waitangi claims.
3. Pursuant to the said Deed of Settlement, the Grantee is to be registered as proprietor of an estate in fee simple, subject however to such encumbrances liens and interests as are notified on the Certificate of Title in [*Description of the bed of Muriwai (Coopers Lagoon)*] (“the dominant tenement”); and
4. As part of that redress referred to in Recital 2 above the Crown agreed that if at any time no legal access is available to the dominant tenement, the Crown will grant an easement in favour of the Grantee over the servient tenement to provide legal access to the dominant tenement notwithstanding [section 59A of the Reserves Act 1977 and Part IIIB of the Conservation Act 1987/Part IIIB of the Conservation Act 1987]

NOW THEREFORE THIS DEED WITNESSES that in pursuance of the premises the Grantor hereby conveys and grants to the Grantee the full, free, uninterrupted and unrestricted right, liberty and privilege for the Grantee its servants, tenants, agents, workmen, licensees and invitees (in common with the Grantor his tenants and any other person lawfully entitled so to do) from time to time and at all times by day and by night to go pass and repass with or without horses and domestic animals of any kind and with or without carriages, vehicles,

MURIWAI (COOPERS LAGOON) - DRAINAGE AND ACCESS AGREEMENTS

motor vehicles, machinery and implements of any kind over and along that part of the servient tenement shown marked with the letter "A" on S.O. Plan [].

TO THE INTENT that the easement hereby created shall forever be appurtenant to the dominant tenement **AND IT IS HEREBY AGREED AND DECLARED** by and between the Grantor and the Grantee:

1. The rights implied in paragraph 2(c) in easements of vehicular right of way by the ninth schedule to the Property Law Act 1952 are hereby expressly negatived insofar as they apply to Her Majesty the Queen.

IN WITNESS whereof these presents have been executed the day and the year first hereinbefore appearing.

EXECUTION AND ATTESTATION

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LAKE MAHINĀPUA

ATTACHMENT 11.39
LAKE MAHINĀPUA
(Clause 11.8)

LEGAL DESCRIPTION

Westland Land District, Westland District Council, 400.0 hectares approximately, being Part Section 2, S.O. Plan 12011, subject to the Land Act 1948. Together with an access easement in favour of Te Rūnanga o Ngāi Tahu to be created over Part Reserve 1933 (Recreation Reserve Part New Zealand Gazette 1979 page 1396). Subject to survey as shown on Allocation Plan MS 19 (S.O. 12505).

PART A: EXISTING LAWFUL COMMERCIAL USES AFFECTING BED OF LAKE MAHINĀPUA

- Use of paddle steamer by Scenic Waterway in river with possible effect on lake bed from churning of water.
- Jetty and buoys may be used by yacht club from time to time for commercial purposes.

PART B: EXISTING STRUCTURES IN OR UPON BED OF LAKE MAHINĀPUA

Jetty, buoys.

PART C: ENCUMBRANCES

None.



LAKE MAHINĀPUA

PART D: STATUTORY ADVISER SITES (Clause 11.8.14(a))

Lake Mahinapua Scenic Reserve

1. Part Reserve 1055 S.O. plan 6162 (154.1945 hectares) – New Zealand Gazette 1979 Page 1396.
2. Part Reserve 1056 S.O. plan 3375 (347.6635 hectares) – New Zealand Gazette 1979 Page 1396.
3. Rural Reserve 6031 S.O. plan 10462 (71.2840 hectares) – New Zealand Gazette 1985 Page 2163.

Lake Mahinapua Recreation Reserve

4. Part Reserve 1933 S.O. plan 4614 (26.1992 hectares) – New Zealand Gazette 1979 Page 1396.

Land managed under Section 62 of the Conservation Act adjoining the southern boundary of the lake, shown as J33/22 on D.O.C. allocation map S.O. 11209 sheet J33.

5. Part Lot 5 D.P. 1478 (39.8138 hectares).
6. Part Reserve 146 S.O. plan 8746 (113.9604 hectares).


DM

ATTACHMENT 11.40
FORM OF EASEMENT – LAKE MAHINĀPUA
(Clause 11.8.14)

THIS DEED made theday of 1997 between the **MINISTER OF CONSERVATION** (hereinafter together with his successors and assigns called “the Grantor”) of the one part; and

TE RŪNANGA O NGĀI TAHU (hereinafter together with its successors and assigns called “the Grantee”) of the other part.

WHEREAS

1. Her Majesty the Queen (“the Crown”) is the owner, subject to the Reserves Act 1977, of all that parcel of land containing 26.2572 hectares, more or less, being Pt R 1933 Block VII Mahinapua Survey District, Lake Mahinapua Domain (“the servient tenement”).
2. The Grantee and the Crown are Parties to a Deed of Settlement dated [] 1997 pursuant to which the Crown provided certain redress to the Grantee in settlement of its Treaty of Waitangi claims.
3. Pursuant to the said Deed of Settlement, the Grantee is to be registered as proprietor of an estate in fee simple, subject however to such encumbrances liens and interests as are notified on the Certificate of Title being the bed of Lake Mahinapua. (“the dominant tenement”); and
4. The Grantor intends to [*describe action with respect to the Land*].

NOW THEREFORE THIS DEED WITNESSES that in pursuance of the premises the Grantor hereby conveys and grants to the Grantee the full, free, uninterrupted and unrestricted right, liberty and privilege for the Grantee its servants, tenants, agents, workmen, licensees and invitees (in common with the Grantor his tenants and any other person lawfully entitled so to do) from time to time and at all times by day and by night to go pass and repass with or without horses and domestic animals of any kind and with or without carriages, vehicles, motor vehicles, machinery and implements of any kind over and along that part of the servient tenement shown marked with the letter “A” on S.O. Plan [].

TO THE INTENT that the easement hereby created shall forever be appurtenant to the dominant tenement **AND IT IS HEREBY AGREED AND DECLARED** by and between the Grantor and the Grantee the rights implied in paragraph 2(c) in easements of vehicular right of way by the ninth schedule to the Property Law Act



1952 are hereby expressly negated insofar as they apply to Her Majesty the Queen.

IN WITNESS whereof these presents have been executed the day and the year first hereinbefore appearing.

EXECUTION AND ATTESTATION

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LEASE OF PAKOAU TO TE RŪNANGA

ATTACHMENT 11.41
LEASE OF PAKOAU TO TE RŪNANGA
(Clause 11.9)

<i>Area</i>	<i>Description</i>	
Pakoau	Canterbury Land District, Selwyn District Council. 2.0000 hectares approximately being Part Section 1, Block X, Reserve 959 (S.O. 3188) adjoining Johnstons Road. Contained in part CT 25A/471 (Canterbury Land Registry), as shown on <i>Allocation Plan MS 253 (SO Plan 19869)</i> .	

Lease Attached.


DH

LEASE OF PAKOAU TO TE RŪNANGA

DATED

1997

Parties

HER MAJESTY THE QUEEN

("the lessor")

and

TE RŪNANGA O NGĀI TAHU

("the Concessionaire")

CONCESSION DOCUMENT

(LEASE: PAKOAU)



DM

LEASE OF PAKOAU TO TE RŪNANGA

THIS DEED dated 199

PARTIES:

- A **HER MAJESTY THE QUEEN ACTING** by and through the **MINISTER OF CONSERVATION**, (*"the Lessor"*)
- B **HER MAJESTY THE QUEEN ACTING** by and through the **MINISTER OF CONSERVATION** (*"the Lessor"*)
- C **TE RŪNANGA O NGĀI TAHU** (*"the Concessionaire"*)

RECITALS

- 1 The land described in this Document as the Land is Reserve as defined in section 2(1) of the Reserves Act 1977.
- 2 The Lessor has agreed pursuant to the Deed of Settlement between the Crown and the Concessionaire to grant the Concessionaire a lease under the Conservation Act 1987.
- 3 The Lessor is satisfied that the requirements of Part III B of the Conservation Act 1987 will be met by appropriate deeming provisions in the proposed settlement legislation.

The Lessor LEASES to the Concessionaire the Land under s.17Q of the Conservation Act 1987 to be held by the Concessionaire for the Term and at the Rent specified in Schedule 1 on the terms and conditions set out in this Document.

1 TERMS AND CONDITIONS**1.1 Definitions and Interpretation**

In this Document unless the context otherwise requires:

"Concession" or *"Document"* separately or together means this lease;

"Concession Activity" means the Concession Activity specified in Item 2 of Schedule 1;

"Conservation Management Strategy" has the meaning ascribed to this term in section 2(1) of the Conservation Act 1987;

"Department" means the Department of Conservation;



“*Director-General*” means the Director-General of Conservation;

“*Land*” means the land specified in Item 1 of Schedule 1.

1.2 In this Document unless the context otherwise requires:

1.2.1 any reference to any of the parties by their defined terms includes that party’s successors in title;

1.2.2 schedules and annexures form part of this Document and have effect accordingly;

1.2.3 whenever words appear in this Document that also appear in Schedule 1, then those words shall mean and include the details appearing after them in that Schedule;

1.2.4 any provision of this Document to be performed by two or more persons shall bind those persons jointly and severally;

1.2.5 reference to a person includes individuals, bodies corporate, associations (whether corporate or not) and trusts;

1.2.6 words importing the singular shall import the plural and vice versa;

1.2.7 words importing one gender shall import other genders;

1.2.8 references to a statute or statutory provision, or order or regulation made under it, includes that statute, provision, or regulation as amended, modified, re-enacted or replaced from time to time; and

1.2.9 where the consent or approval of the Lessor is required under any provision of this Document, such consent or approval shall be required for each separate occasion notwithstanding any prior consent or approval obtained for like purpose on a prior occasion.

1.3 The covenants and powers contained in S.106 and S.107 of the Property Law Act 1952 shall not be implied in this Concession and are expressly negated.

2 RENT

2.1 The Concessionaire shall pay, if called upon, the Rent plus Goods and Services Tax in advance to the Lessor on Rent Payment Dates specified in Schedule 1 in the manner directed by the Lessor.

3 OTHER CHARGES

- 3.1 In addition to the rent, the Concessionaire shall pay the following charges (“Other Charges”) to the Lessor on demand and in the manner directed by the Lessor:
- 3.1.1 All rates, grants in lieu of rates, levies, taxes, duties, assessments, charges and other outgoings which may be charged, levied or reasonably assessed or which may become payable in relation to the Land, any structure or facility on the Land or the Concession Activity;
- 3.1.2 All costs in relation to the supply of water, sewage, drainage and rubbish disposal which are not otherwise included in any charges or assessments made by any authority or by the Lessor.
- 3.2 In the event that this Concession is surrendered by the Concessionaire with the consent of the Lessor, the Concessionaire shall continue to be liable for and shall pay upon demand to the Lessor all Other Charges in respect of its occupation of and activity on the Land which may be due for the current payment period notwithstanding that such period may not expire until after the date of surrender.

4 CONCESSION ACTIVITY

- 4.1 The Concessionaire shall not use the Land for any purpose other than the Concession Activity.

5 COMPLIANCE WITH STATUTES

- 5.1 The Concessionaire shall at all times comply with all statutes, ordinances, regulations, by-laws or other enactments affecting or relating to the Land.

6 INDEMNITY

- 6.1 The Concessionaire shall indemnify and keep indemnified the Lessor against all claims by any person in respect of any injury, loss or damage (including fire damage) caused or suffered or any other liability arising as a result of or out of any acts or omissions of the Concessionaire, its servants, agents, contractors, clients or invitees, or otherwise caused as a consequence of its occupation of the Land or as a result of the conduct of the Concession Activity. This indemnity shall continue after the expiration or other determination of this Concession in respect of any act or omission of the Concessionaire before the expiration or determination of this Concession.

7 LAND MANAGEMENT

- 7.1 The Lessor hereby declares that the Conservation Management Strategy for the Canterbury Conservancy will be inoperative in respect of the land, the subject of the Lease.

8 CONCESSIONAIRE'S FURTHER OBLIGATIONS

- 8.1 The Concessionaire shall at the Concessionaire's expense:
- 8.1.1 Take all steps necessary to control any pest, insect or rodent infestation occurring in or emanating from the Land or any structure on the Land, and if required by the Lessor engage a pest exterminator approved by the Lessor;
 - 8.1.2 Clear and keep the Land clear from all noxious plants and comply strictly with the provisions of the Biosecurity Act 1993;
 - 8.1.3 Comply with all requirements of any competent authority regarding sanitation and with all relevant by-laws and fire safety requirements;
 - 8.1.4 At all times display a copy of the relevant current building warrant of fitness pursuant to the Building Act 1991, showing the location of the compliance schedule, in a place in each building (as defined in that Act) on the Land to which users of the building have ready access;
 - 8.1.5 Keep and maintain all building systems in any structure on the Land in accordance with the requirements of any compliance schedule;
 - 8.1.6 Retain and make available to any territorial authority and any other person with a right to inspect any structures on the Land under the Building Act 1991, a copy of the compliance schedule, together with the written reports relating to compliance with the compliance schedule over the previous two year period.

9 QUIET ENJOYMENT

- 9.1 The Concessionaire, while paying the Rent and performing and observing the terms and conditions of this Document shall peaceably hold and enjoy the Land and any structures and facilities of the Lessor 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 Concession.

Handwritten signature and initials, possibly 'JL' and 'DM', in the bottom right corner.

10 POWERS, RIGHTS & AUTHORITIES

- 10.1 All powers, rights and authorities of the Lessor under this Concession and any notice required to be given by the Lessor may be exercised and given by the Director-General or any officer, servant, employee or agent of the Director-General.

11 NOTICES

- 11.1 Any notice to be given under this Concession by one party to the other shall be in writing and made by personal delivery, by pre-paid post or by facsimile addressed to the receiving party at the address or facsimile number set out in Item 12 of Schedule 1. A notice given in accordance with this clause shall be deemed to have been received:

11.1.1 in the case of personal delivery, on the date of delivery;

11.1.2 in the case of a letter, on the third working day after posting; and

11.1.3 in the case of facsimile, on the date of dispatch.

12 DISPUTE RESOLUTION & ARBITRATION

- 12.1 If any dispute arises between the parties in connection with this Concession, the parties shall without prejudice to any other rights they may have under this Document, attempt to resolve the dispute by negotiation or other informal dispute resolution techniques agreed by the parties.

- 12.2 If the parties are unable to resolve the dispute by negotiation or other informal means within twenty-one (21) days of written notice by one party to the other of the dispute (or such further period as the parties agree in writing) either party may refer the dispute to arbitration in accordance with the Arbitration Act 1996.

- 12.3 It is agreed between the parties that all matters relating to this Concession document shall be governed by New Zealand Law and any dispute between the parties shall be settled either by arbitration in New Zealand or in a New Zealand Court.

13 MISCELLANEOUS

- 13.1 It is hereby agreed and declared that the land subject of the lease is a Government Purpose Reserve (wild life management). The Lessor expressly acknowledges



that such classification, whilst it exists, shall not in any way limit the concessionaire's use and enjoyment of the land during the term of the Lease.

- 13.2 The land will be available to the Concessionaire on date of possession, free of existing tenancies.



DM

LEASE OF PAKOAU TO TE RŪNANGA

SCHEDULE 1**FURTHER DEFINITIONS**

1. **Land:** 2.0000 hectares approximately being Part Section 1, Block X, Reserve 959 (S.O 3188) adjoining Johnstons Road. Contained in part CT 25A/471 (Canterbury Land Registry), as shown on Allocation Plan MS 253(SO Plan 19869).
2. **Concession Activity:** Such purpose or activity as may be lawfully carried on by the Concessionaire.
3. **Term:** Thirty years
4. **Renewal:** Nil
5. **Final expiry date:** Thirty years after commencement
6. **Rent:** \$1.00 per annum plus GST
7. **Rent instalments:** Nil
8. **Rent Payment Dates:** Date of commencement and yearly thereafter
9. **Penalty Interest Rate:** Nil
10. **Rent Review Dates:** Nil
11. **Insurance:** N/A

12. **Address for Notices:**

Lessor: Department of Conservation
Canterbury Conservancy
133 Victoria Street
Christchurch

Concessionaire: Te Rūnanga o Ngāi Tahu
127 Armagh Street
Christchurch



DM

SCHEDULE 2

COMMUNITY SERVICE CONTRIBUTION

(Clause 3.03)

Nil

Handwritten signature and initials DM in the bottom right corner.

LEASE OF PAKOAU TO TE RŪNANGA

SCHEDULE 3

SPECIAL CONDITIONS

(Clauses 7.02, 8.07)

Nil

Handwritten signature and initials, possibly 'DH', in the bottom right corner.

LEASE OF WAIKIRIKIRI TO TE RŪNANGA

ATTACHMENT 11.42
LEASE OF WAIKIRIKIRI TO TE RŪNANGA
(Clause 11.9)

<i>Area</i>	<i>Description</i>	
Waikirikiri	Canterbury Land District, Selwyn District Council. 2.0000 hectares approximately, being Part Section 18, Block X Reserve 959 (S.O. 3185). Part Certificate of Title 25A/204. Subject to survey as shown on <i>Allocation Plan MS 255 (SO Plan 19871)</i> .	

Lease Attached.



DM

DATED

199

Parties

HER MAJESTY THE QUEEN

("the Lessor")

and

TE RŪNANGA O NGĀI TAHU

("the Concessionaire")

**CONCESSION DOCUMENT
(LEASE: WAIKIRIKIRI)**



THIS DOCUMENT dated 199

PARTIES:

- 14 **HER MAJESTY THE QUEEN ACTING BY AND THROUGH THE MINISTER OF CONSERVATION**, (*“the Lessor”*)
- 15 **HER MAJESTY THE QUEEN ACTING BY AND THROUGH THE MINISTER OF CONSERVATION** (*“the Lessor”*)
- 16 **TE RŪNANGA O NGĀI TAHU** (*“the Concessionaire”*)

RECITALS

- A The land described in this Document as the Land is Reserve as defined in section 2(1) of the Reserves Act 1977.
- B The Lessor has agreed pursuant to the Deed of Settlement between the Crown and the Concessionaire to grant the Concessionaire a lease under the Conservation Act 1987.
- C The Lessor is satisfied that the requirements of Part III B of the Conservation Act 1987 will be met by appropriate deeming provisions in the proposed settlement legislation.

The Lessor **LEASES** to the Concessionaire the Land under s.17Q of the Conservation Act 1987 to be held by the Concessionaire for the Term and at the Rent specified in Schedule I on the terms and conditions set out in this Document.

1 TERMS AND CONDITIONS

1.1 Definitions and Interpretation

In this Document unless the context otherwise requires:

Concession or Document separately or together means this lease;

Concession Activity means the Concession Activity specified in Item 2 of Schedule I;

Conservation Management Strategy has the meaning ascribed to this term in section 2(1) of the Conservation Act 1987;

Department means the Department of Conservation;

Director-General means the Director-General of Conservation;

Land means the land specified in Item 1 of Schedule I.

1.2 In this Document unless the context otherwise requires:

1.2.1 any reference to any of the parties by their defined terms includes that party's successors in title;

1.2.2 schedules and annexures form part of this Document and have effect accordingly;

1.2.3 whenever words appear in this Document that also appear in Schedule I, then those words shall mean and include the details appearing after them in that Schedule;

1.2.4 any provision of this Document to be performed by two or more persons shall bind those persons jointly and severally;

1.2.5 reference to a person includes individuals, bodies corporate, associations (whether corporate or not) and trusts;

1.2.6 words importing the singular shall import the plural and vice versa;

1.2.7 words importing one gender shall import other genders;

1.2.8 references to a statute or statutory provision, or order or regulation made under it, includes that statute, provision, or regulation as amended, modified, re-enacted or replaced from time to time; and

1.2.9 where the consent or approval of the Lessor is required under any provision of this Document, such consent or approval shall be required for each separate occasion notwithstanding any prior consent or approval obtained for like purpose on a prior occasion.

1.3 The covenants and powers contained in S.106 and S.107 of the Property Law Act 1952 shall not be implied in this Concession and are expressly negated.

2 RENT

The Concessionaire shall pay, if called upon, the Rent plus Goods and Services Tax in advance to the Lessor on Rent Payment Dates specified in Schedule I in the manner directed by the Lessor.

Handwritten signature and initials, possibly 'DH', in the bottom right corner.

3 OTHER CHARGES

- 3.1 In addition to the rent, the Concessionaire shall pay the following charges ("Other Charges") to the Lessor on demand and in the manner directed by the Lessor:
- 3.1.1 All rates, grants in lieu of rates, levies, taxes, duties, assessments, charges and other outgoings which may be charged, levied or reasonably assessed or which may become payable in relation to the Land, any structure or facility on the Land or the Concession Activity;
- 3.1.2 All costs in relation to the supply of water, sewage, drainage and rubbish disposal which are not otherwise included in any charges or assessments made by any authority or by the Lessor.
- 3.2 In the event that this Concession is surrendered by the Concessionaire with the consent of the Lessor, the Concessionaire shall continue to be liable for and shall pay upon demand to the Lessor all Other Charges in respect of its occupation of and activity on the Land which may be due for the current payment period notwithstanding that such period may not expire until after the date of surrender.

4 CONCESSION ACTIVITY

The Concessionaire shall not use the Land for any purpose other than the Concession Activity.

5 COMPLIANCE WITH STATUTES

The Concessionaire shall at all times comply with all statutes, ordinances, regulations, by-laws or other enactments affecting or relating to the Land.

6 INDEMNITY

The Concessionaire shall indemnify and keep indemnified the Lessor against all claims by any person in respect of any injury, loss or damage (including fire damage) caused or suffered or any other liability arising as a result of or out of any acts or omissions of the Concessionaire, its servants, agents, contractors, clients or invitees, or otherwise caused as a consequence of its occupation of the Land or as a result of the conduct of the Concession Activity. This indemnity shall continue after the expiration or other determination of this Concession in respect of any act or omission of the Concessionaire before the expiration or determination of this Concession.

7 LAND MANAGEMENT

The Lessor hereby declares that the Conservation Management Strategy for the Canterbury Conservancy will be inoperative in respect of the land, the subject of the Lease.

8 CONCESSIONAIRE'S FURTHER OBLIGATIONS

The Concessionaire shall at the Concessionaire's expense:

- 8.1 Take all steps necessary to control any pest, insect or rodent infestation occurring in or emanating from the Land or any structure on the Land, and if required by the Lessor engage a pest exterminator approved by the Lessor;
- 8.2 Clear and keep the Land clear from all noxious plants and comply strictly with the provisions of the Biosecurity Act 1993;
- 8.3 Comply with all requirements of any competent authority regarding sanitation and with all relevant by-laws and fire safety requirements.
- 8.4 At all times display a copy of the relevant current building warrant of fitness pursuant to the Building Act 1991, showing the location of the compliance schedule, in a place in each building (as defined in that Act) on the Land to which users of the building have ready access.
- 8.5 Keep and maintain all building systems in any structure on the Land in accordance with the requirements of any compliance schedule.
- 8.6 Retain and make available to any territorial authority and any other person with a right to inspect any structures on the Land under the Building Act 1991, a copy of the compliance schedule, together with the written reports relating to compliance with the compliance schedule over the previous two year period.

9 QUIET ENJOYMENT

The Concessionaire, while paying the Rent and performing and observing the terms and conditions of this Document shall peaceably hold and enjoy the Land and any structures and facilities of the Lessor 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 Concession.



10 POWERS, RIGHTS & AUTHORITIES

All powers, rights and authorities of the Lessor under this Concession and any notice required to be given by the Lessor may be exercised and given by the Director-General or any officer, servant, employee or agent of the Director-General.

11 NOTICES

Any notice to be given under this Concession by one party to the other shall be in writing and made by personal delivery, by pre-paid post or by facsimile addressed to the receiving party at the address or facsimile number set out in Item 12 of Schedule I. A notice given in accordance with this clause shall be deemed to have been received:

11.1 in the case of personal delivery, on the date of delivery;

11.2 in the case of a letter, on the third working day after posting; and

11.3 in the case of facsimile, on the date of dispatch.

12 DISPUTE RESOLUTION & ARBITRATION

12.1 If any dispute arises between the parties in connection with this Concession, the parties shall without prejudice to any other rights they may have under this Document, attempt to resolve the dispute by negotiation or other informal dispute resolution techniques agreed by the parties.

12.2 If the parties are unable to resolve the dispute by negotiation or other informal means within twenty-one (21) days of written notice by one party to the other of the dispute (or such further period as the parties agree in writing) either party may refer the dispute to arbitration in accordance with the Arbitration Act 1996.

12.3 It is agreed between the parties that all matters relating to this Concession document shall be governed by New Zealand Law and any dispute between the parties shall be settled either by arbitration in New Zealand or in a New Zealand Court.

13 MISCELLANEOUS

13.1 It is hereby agreed and declared that the land subject of the lease is a Government Purpose Reserve (wild life management). The Lessor expressly acknowledges that such classification, whilst it exists, shall not in any way limit the concessionaire's use and enjoyment of the land during the term of the Lease.



DH

LEASE OF WAIKIRIKIRI TO TE RŪNANGA

13.2 The land will be available to the Concessionaire on date of possession, free of existing tenancies.

13.3 It is hereby declared that the land the subject of this lease is subject to a right to convey sewage in favour of the Selwyn District Council and shown on Land Transfer Plan 57339. The Concessionaire agrees to allow the registration of that easement against the relevant Certificate of Title.

SIGNED for and on behalf of)
HER MAJESTY THE QUEEN by the)
MINISTER OF CONSERVATION)
)
)
)

SIGNED on behalf of)
TE RUNANGA O NGAI TAHU)
the affixing of its seal in)
the presence of)



SCHEDULE I**FURTHER DEFINITIONS**

- | | | |
|----|-------------------------------|--|
| 1 | Land: | 2.0000 hectares approximately, being Part Section 8, Block X Reserve 959 (S.O 3185) Part Certificate of Title 25A/204. Subject to survey as shown on <i>Allocation Plan MS 255 (SO Plan 19871)</i> . |
| 2 | Concession Activity: | Such purpose or activity as may be lawfully carried on by the Concessionaire. |
| 3 | Term: | Thirty years |
| 4 | Renewal: | Nil |
| 5 | Final expiry date: | Thirty years after commencement |
| 6 | Rent: | \$1.00 per annum plus GST |
| 7 | Rent Instalments: | Nil |
| 8 | Rent Payment Dates: | Date of commencement and yearly thereafter |
| 9 | Penalty Interest Rate: | Nil |
| 10 | Rent Review Dates; | Nil |
| 11 | Insurance | N/A |
| 12 | Address for Notices: | |

LEASE OF WAIKIRIKIRI TO TE RŪNANGA

Lessor: Department of Conservation
Canterbury Conservancy
133 Victoria Street
Christchurch

Concessionaire: Te Rūnanga o Ngāi Tahu
127 Armagh Street
Christchurch



DH

SCHEDULE II

COMMUNITY SERVICE CONTRIBUTION

(Clause 3.03)

Nil

Handwritten signature and initials, possibly 'DM', in the bottom right corner.

LEASE OF WAIKIRIKIRI TO TE RŪNANGA

SCHEDULE III

SPECIAL CONDITIONS

(Clauses 7.02, 8.07)

Nil

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