

TAPUIKA
and
TAPUIKA IWI AUTHORITY TRUST
and
THE CROWN

DEED OF SETTLEMENT SCHEDULE:
DOCUMENTS

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1 WHENUA RAHUI

1. Description of the Site

Area shown as OTS-209-13.

2. Preamble

Pursuant to section 233 of the draft settlement bill and clause 5.92 of the deed of settlement, the Crown acknowledges the statement by Tapuika of their cultural, spiritual, historic and traditional values, set out below, in relation to Opoutihi.

3. Ōpoutihi Statement of Values

The traditions of Tapuika affirm the cultural, historical and spiritual association of Tapuika to Ōpoutihi from the time of the arrival of Te Arawa waka to the present day.

Ōpoutihi is a maunga whakahirahira to Tapuika. Together with its associated pā, kainga and plentiful food resources it lies at the heart of the cultural, spiritual and economic wellbeing of Tapuika.

The whakatauki (tribal proverb) “poua ki te whenua poua ki te rangi anei ahau a Tapuika nui a Maui tiketike a Taranga” (Tapuika from the heavens to the land) expresses the intrinsic connection of Tapuika to Ōpoutihi through ngā ātua, ngā whenua, ngā tāngata. As descendants of the god Pūhaorangi, Tapuika maintains the belief that they represent the link between the heavens and the earth and as such are responsible as Kaitiaki (guardians) for maintaining the mauri or life force of Ōpoutihi.

According to Tapuika the name Ōpoutihi (tip of the plateau) originates from Hawaiiki the ancient homeland. It was during the time of Tia and his grandson Tamateranini (the son of Tapuika) that the maunga Ōpoutihi was named as its shape reminded them of the plateau above their homeland in Hawaiiki. Shortly after disembarking from the Te Arawa waka at Maketū, Tia and his grandson Tamateranini travelled inland across the Papamoā Hills exploring the land and naming places as they headed southwards. There are two significant tohu (marks) that commemorate their travels.

- *Te Waitakahi o Tamateranini* (the trampling of the ground). This ritual was performed beside the Ōturuturu stream by Tamateranini to demonstrate his occupation of the area as a *taonga māpuna* (prized possession). Several generations later the site became a pā (Waitakahi pā) of Tapuika.
- *Te Waitohi o Tamateranini* (the sprinkling of water) refers to the use of water by Tamateranini in the sacred karakia ritual of cleansing the land of negative spiritual influences.

Tamateranini remained on the land while his grandfather continued his journey inland. Prior to leaving Tia set up a tuahu (sacred altar) on the Kuranui-Whaiti boundary, named Te Tauhika a Tia, (the home fire of Tia). This was to ensure that the mauri (life-force) of the whenua would remain for his descendants, who continued to occupy the lands on and around Ōpoutihi.

Ten generations after Tapuika, his descendants continued to occupy the Ōpoutihi lands and surrounding areas. Tauana from the line of Tamaterānini and Totokau settled in the area referred to as the Taumata which encompassed Ōpoutihi while Tawakepito and his sister More lived on the Pāhiko block in close proximity to Ōpoutihi.

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Noho kainga of Tapuika were located on Ōpoutihi rather than Puwhenua as it was the only area that had access to water from nearby streams. A major kainga of Te Koata, a tūpuna of Tapuika, was located on Ōpoutihi.

Ōpoutihi is also of importance to Tapuika due to its geographic location as the most western part of Te Takapū o Tapuika. Due to its proximity to other iwi and its desirable and rich resources the area needed to be constantly defended against invasion. During one such skirmish Kahukura the daughter of the tūpuna Tauana was killed. It is from the killing of Kahukura that the Te Rerenga stream was named Te Rerenga Wairua o Kahukura.

During the months of Hue Tanguru and Poutūterangi the kereru and kiore were fat on the berries. This was the time when Tapuika would hunt kererū and kiore. The kiore runs were sometimes up to three miles long running from Te Taita to Ōpoutihi. Kiore huahua (preserved rat) was considered to be a prized delicacy reserved only for rangatira and important visitors. The ability of Tapuika to harvest this delicacy for visiting rangatira from Ōpoutihi forests added to the prestige of the tribe.

In the early 1800's the waiata aroha; *Angi Angi*, was composed providing further evidence of the enduring power and sustenance Ōpoutihi has provided to Tapuika. The waiata expresses love and admiration for the feats of Te Koata of Tapuika who had a pā on the maunga. The waiata not only reinforces the importance of Ōpoutihi as a kainga tūturu of Tapuika, but also mentions Maunga Hinu the Tapuika name for Puwhenua. This name from Maunga Hinu alludes to the many cooking fires that burned throughout this area in the preparation and preservation (arawhata huahua) of manu and kiore in their own fat (hinu).

Hunting and preservation of kiore was well organised. Great effort was expended in the preparation of setting traps and this was given the upmost importance. The ara kiore (rat tracks) that ran from Te Taita/to Ōpoutihi forests were lined with tākawhiti kiore (un-baited traps) and pokipoki (baited traps). Paepae-kiore (pit traps) were dug in a way that made it hard for kiore to escape. Once caught and killed, kiore were skinned and roasted over a fire or pre-cooked in a hangi (covered stone oven). They were placed in gourds in their own hinu (lard), which acted as a preservative once set.

Tapuika cultural knowledge, inspired by the ara kiore ki Ōpoutihi relates to the arts particularly, whakairo (carving) and mau taiaha (martial arts). The kiri-kiore Tapuika pattern is used to adorn the posts of a pātaka (storehouse) to stop the kiore entering and is found in the korero, 'He pou pai ka eketia e te kiore, he pou kino e kore e eketia' (an attractive or carved post will be climbed by kiore, an ugly, carved one won't).

The mau taiaha action termed takawhiti kiore (unbaited trap) is a Tapuika taiaha movement which is based on the ara kiore ki Ōpoutihi. Tūheke of Tapuika was a famed exponent of the taiaha. Tūheke was asked by a chief from an unrelated tribe to teach him the taiaha. Tūheke agreed but would not teach the final āhei (movements) of takawhiti kiore (unbaited trap) and te whiriwhiri a Tū (the turbulence of Tūmatauenga).

4. Protection principles

The following Protection Principles are directed at the Minister of Conservation to avoid harm to, or diminishing of, Tapuika values in relation to Ōpoutihi:

- 4.1 Protection of noho kainga / pa sites, indigenous flora and fauna and the wider environment in relation to Ōpoutihi;
- 4.2 Recognition of the mana, kaitiakitanga and tikanga of Tapuika in relation to Ōpoutihi;

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1: WHENUA RAHUI

- 4.3 Respect for Tapuika tikanga with regards to Ōpoutihi;
- 4.4 Encouragement of respect for the association of Tapuika with Ōpoutihi;
- 4.5 Accurate portrayal of the association of Tapuika with Ōpoutihi; and
- 4.6 Recognition of the relationship of Tapuika with wāhi tapu and wāhi whakahirahira.

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

Pursuant to clause 5.92 of the deed of settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the Protection Principles:

- 5.1 Protection of landscape, archaeological and historic sites and the indigenous flora and fauna of Ōpoutihi will be part of the future management through regular monitoring and by advocating sound and sustainable environmental planning principles and processes;
- 5.2 Department of Conservation staff, contractors, conservation board members, concessionaires and the public will be provided with information about Tapuika values in relation to Ōpoutihi will be encouraged to respect the association of Tapuika with Ōpoutihi, and the mauri of Ōpoutihi;
- 5.3 The Department of Conservation will work with the trustees on the design and location of all new signs to discourage inappropriate behaviour, including fossicking, the modification of wāhi tapu sites and disturbance of other taonga on Ōpoutihi;
- 5.4 The public will be informed that the removal of all rubbish and wastes from Ōpoutihi is required; and
- 5.5 The Tapuika association with Ōpoutihi will be accurately portrayed in all new Department of Conservation information and educational material;
- 5.6 The trustees will be consulted regarding the provision of all new Department of Conservation public information or educational material regarding Ōpoutihi, and the Department of Conservation will only use Tapuika cultural information about Ōpoutihi with the consent of the trustees;
- 5.7 Significant earthworks and disturbances of soil and/or vegetation will be avoided wherever possible on Ōpoutihi;
- 5.8 Where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, the trustees will be consulted and particular regard will be had to their views, including those relating to kōiwi (human remains) and archaeological sites; and
- 5.9 Any kōiwi or other taonga found or uncovered by the Department of Conservation will be left untouched and the trustees informed as soon as possible to enable Tapuika to deal with the kōiwi or taonga in accordance with their tikanga, subject to any procedures required by law.

2 STATEMENTS OF ASSOCIATION

The statements of association of Tapuika are set out below. These are statements of the particular cultural, spiritual, historical, and traditional association that Tapuika has with identified areas.

Maketū Wildlife Management Reserve (as shown on deed plan OTS-209-14)

The Maketū Wildlife Management Reserve was originally part of a 215 acre block known as Papahīkahawai. According to Tapuika the name Papahīkahawai refers to the method by which kahawai were caught in the waters of the Maketū estuary.

Tapuika have a long association with Papahīkahawai because it was a prized fishing ground within the takapū. The tūpuna (ancestors) had intimate knowledge of the land, forests and waters within the takapū. Many areas including Papahīkahawai were occupied on a rotational basis. Tapuika constantly moved around the takapū occupying various pā (wā kainga) for specific purposes such as harvesting or fishing. These movements were dictated by the weather patterns and tribal knowledge of the movements of stars, moon, sun and the wind.

The first appearance of Rehua (Antares) in the night sky and the early flowering of the pohutukawa trees along the coast heralded the arrival of raumati (summer). Tapuika would move to their coastal pā at Papahīkahawai to fish and gather shellfish all of which would be dried and preserved in preparation for the coming of takurua (winter). The soil at Papahīkahawai was mainly light sand and not suitable for cultivations which meant that Tapuika relied on their mahinga kai at nearby pā along with dried kumara, taro, ti kouka and manu brought to supplement their diet of fish and shellfish while fishing at Papahīkahawai.

During the kahawai runs numerous kahawai would enter the channel on the turn of the tide. The traditional method of catching kahawai at Papahīkahawai relied on holding pens constructed from kahikatea and harakeke, which were placed in the water at the narrow part of the inlet. Large kūpenga kaharoa (drag nets) also made of harakeke, mähē and hue would be dragged along the bed of the inlet. The kahawai would be surrounded by a wall of netting and driven into the holding pens to be caught. This fishing technique demonstrates traditional skills that further reinforce the capability of the tūpuna to exploit the rich natural resources within the takapū. This knowledge of the natural environment was balanced with respect indicated by the seasonal cyclical gathering of resources and shaped the relationship between Tapuika and Papahīkahawai.

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2: STATEMENTS OF ASSOCIATION

Waihi Estuary Wildlife Management Reserve (as shown on deed plan OTS-209-15)

The traditions of Tapuika affirm the cultural, historic and spiritual association of Tapuika to the lands that now comprise the Waihi Estuary Wildlife Management Reserve from the time of the arrival of Te Arawa waka to the present day.

The Waihi estuary is fed by the Kaikokopū, Wharere, and Pukehina streams including the Pongakawa River. Hinemaru was the great grand-daughter of Tapuika. She and her husband lived on the lands around the Kaikokopū as it flows into the Waihi estuary from the Pokopoko Stream.

The estuary is the last remnant of the large Nohonohoa Wetland or repo (swamp). To Tapuika the repo or wetlands maintained the mauri or life force of the estuary. The repo controlled the release of cleansing nutrients from the water, as well as the flood waters, into the estuary. The Nohonohoa Wetland at Waihi estuary also provided an incredibly diverse range of food resources for example, tuna, pātiki, kōheru, kūpae, araara, titiko, kawau, pūkeko, karoro, harakeke, pingao and many others.

As the Pokopoko Stream flows towards Waihi estuary it becomes known to Tapuika as the Kaikokopū Stream. The Pokopoko Stream is known as the habitat of the kirikopuni (silver belly eel). Tapuika would camp at the mouth of the Kaikokopū Stream as it enters the Waihi estuary, as this was the only point of entry for the kirikopuni to migrate to the sea, and would set large hinaki (eel traps) to harvest and dry them.

The banks of the Kaikokopū stream were once an important resource area for the highly prized kokowai (red ochre) clay. The kokowai was dried and ground, then mixed with oil and smeared over the face and body of high ranking members of Tapuika for important occasions such as war and celebratory feasts (hākari), particularly after a successful battle.

The kokowai was also used to colour waka, carvings and kākahu (clothes). The kokowai was comprised of compounds that produced colour but also acted as a preservative. Due to its versatility and rarity the kokowai was able to be easily bartered for other items. The significance of the kokowai is reflected in a Tapuika tradition. In the late 1700s, the gift of the precious kokowai from the Kaikokopū stream was used as a means to secure entry into the impregnable fortress of Mauao.

During the summer months, Tapuika would camp beside the Waihi estuary lagoon to collect fish, shellfish and birds which would be dried or preserved in hue (gourds) for the lean winter months. At night the men would wero pātiki (spear for flounder) in the warm waters of the estuary with a pātia (spear) and bundles of ti kouka leaves which were lit to provide light. Once the light shone on the flounder, the fish would stop moving and were easy to catch. Kupenga (nets) were used to catch large numbers of pātiki for important occasions such as visiting manuhiri or hākari (feasts). The men knew that the best time to net pātiki was at the half turn of the tide, particularly the low tide, as the pātiki run occurred as the fish looked for deeper water.

There have been many battles for control of this resource rich area. Poporohuamea was a major pakanga (battle) below the cliffs of Waihi north of the Waihi Estuary. During the Battle of Poporohuamea many Tapuika were killed including the Tapuika rangatira Tatahau whose territory, according to Tapuika tradition, included both Maketū and Waihi.

Between 1820–1830 was a period of turbulence for Tapuika living at Waihi estuary and Maketū. There were raids along the coastline from other iwi and then, in the 1830s, the battles of Te Tumu. In 1845, when peace was finally achieved, Tapuika returned to their former homeland of Maketū and Waihi estuary by waka up the Pongakawa River. Today Tapuika continues to maintain their

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2: STATEMENTS OF ASSOCIATION

association with the area now known as the Waihi Estuary Wildlife Management Reserve as did their ancestors aboard the Te Arawa waka who made landfall in Aotearoa at Maketū.

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2: STATEMENTS OF ASSOCIATION

Part Taumata Scenic Reserve (Ngātokaturua) (as shown on deed plan OTS-209-16)

The rivers, streams and wetlands within the Takapū o Tapuika were an important source of food, building materials, clothing and dyes. However, the relationship between Tapuika and their waterways was not solely confined to food gathering and other uses. It also incorporated an intrinsic connection with the mauri of the waterways and the tribal kaitiaki or tāniwha whose rangatiratanga over the streams and rivers provides evidence of Tapuika's long standing association with the waterways within the takapū. The tāniwha associated with this waterway is Tamitami and Kahukura.

The relationship between the tribe and the waterways is a spiritual relationship embedded in Tapuika whakapapa that is reinforced by ngā mahi ā ngā tūpuna ake o Tapuika (the activities of the ancestors). Amawake was the name of the mahinga kai plantation of Ngātokaturua. Ngātokaturua was the pā kainga of the Tapuika hapū Ngāti Totokau, and was located above the Te Rerenga Stream on the Taumata lands.

This area was a favoured place for the customary harvest of tuna heke when the adult tuna would begin their migration to the sea during Ngāhuru (autumn). In preparation for the harvesting tuna hinaki (eel traps) would be constructed from the roots of the kiekie and the vines of the rata. The hinaki would be baited with huhu grubs and toke (worms) and placed in the stream at night. In the early morning the hinaki would be removed from the stream and eels the hung on rails of mānuka to bleed before being gutted and salted and then left to dry. Pāwhara tuna (dried eels) were a delicacy that could be stored and eaten at a later time.

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2: STATEMENTS OF ASSOCIATION

Kiwi Stream Conservation Area (as shown on deed plan OTS-209-17)

The rivers, streams and wetlands within the Takapū o Tapuika were an important source of food, building materials, clothing and dyes. However, the relationship between Tapuika and their waterways was not solely confined to food gathering and other uses. It also incorporated an intrinsic connection with the mauri of the waterways and the tribal kaitiaki or tāniwha whose rangatiratanga over the streams and rivers provides evidence of Tapuika's long standing association with the waterways within the takapū. The tāniwha associated with this waterway is Te Maeoro a Taipō.

The Kiwi Stream commences at the western portion of the Pāhiko Block east of Te Matai Rd. The Kiwi Stream is known to Tapuika as the Piparika stream. The Kiwi Stream was a pātaka kai (food storehouse) of kōwhitiwhiti, tuna, inanga, koura, and other freshwater fish for the Tapuika hapū of Ngāti Totokau who lived nearby at Ōnaumoko.

At the confluence of the Kiwi Stream as it enters the Mangorewa River is the pā maioro of Whaititiri located on the ridgeline. The surrounding steep terrain made this pā easier to defend against possible attacks from others as the people from the pa could see anyone coming up the Mangorewa valley and the pā had only one entrance to guard. A well known track from Whaititiri still in evidence today was used by the inhabitants of Whaititiri pā to go down to collect water from the Mangorewa Stream.

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2: STATEMENTS OF ASSOCIATION

Pokopoko Stream Scenic Reserve (as shown on deed plan OTS-209-73)

The rivers, streams and wetlands within the Takapū o Tapuika were an important source of food, building materials, clothing and dyes. However, the relationship between Tapuika and their waterways was not solely confined to food gathering and other uses. It also incorporated an intrinsic connection with the mauri of the waterways and the tribal kaitiaki or tāniwha whose rangatiratanga over the streams and rivers provides evidence of Tapuika's long standing association with the waterways within the takapū. The tāniwha associated with this waterway is Te iri o komata.

The relationship between the tribe and the waterways is a spiritual relationship embedded in Tapuika whakapapa that is reinforced by ngā mahi ā ngā tūpuna ake o Tapuika (the activities of the ancestors). In this respect Tapuika associations with the Pokopoko Stream begin with Hinemaru, the great grand-daughter of Tapuika, who occupied the lands from Papanui south following the Pokopoko Stream to its outlet at Waihi estuary.

To Tapuika, the Pokopoko Stream is a taunga ika (customary fisheries resource) for the customary catch of kirikopuni the silver belly eel. The Pokopoko Stream is one of the few remaining streams where kirikopuni can be caught in their migration to the sea.

On the banks of the upper reaches of the Pokopoko stream is Te Hiapo. The Pokopoko Stream forms the eastern boundary of Te Hiapo. This area was known for the numerous hilltop pā sites of Tapuika, referred to in the waiata '*Tera Koia Ngā Uru Whetu*' as 'aku puke Ngāhuru.' Te Hiapo was a strategic site midway between Rotorua and Maketū. During the 1830's at the height of the flax trade, Te Hiapo was the scene of many battles for control of the Pokopoko Stream which provided easier access to Waihi estuary and ultimately Maketū, the centre of the flax trade.

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2: STATEMENTS OF ASSOCIATION

Maketū Conservation Area (as shown on deed plan OTS-209-19)

The Maketū Conservation Area comprises the last remnants of the Kawa repo (swamp), which was once a large saltwater tidal wetland fed by the Kaituna River and covering much of the Maketū plains right up to the estuary. The traditions of Tapuika affirm the cultural, historic and spiritual association of Tapuika to the area now known as the Maketū Conservation Area from the time of the arrival of Te Arawa waka to the present day. From ancient times to today Tapuika have always believed that they were one with their environment, understanding the relationship between the wetlands and the waterways which collectively nurtured and provided for our people.

To Tapuika the Kawa (wetlands) were a pātaka kai (food storehouse) of great importance providing a variety of fish including tuna, pātiki, pārore, kanae and inanga while titiko could be collected in the mud flats adjacent to the estuary. Fish and shellfish were supplemented with water fowl such as pāteke, pāpera and karoro providing a balanced and varied diet. Ōrongohaua at the northern end of Kawa was a special food gathering area reserved for the sick and elderly of Tapuika. The shell fish collected at Ōrongohaua was said to be particularly juicy and tasty.

The wetland was particularly renowned for the quality of the paru used in dyeing, its location kept a close secret amongst whānau members. The abundance of harakeke made for a readily available supply of mats, kete, herea (ropes), rongoā (medicine) and clothing. The raupō was used for thatching and dried moss for bedding. The feathers of the pūkeko and hūrepo were used to adorn kākahu (cloaks) and other garments.

The Kawa wetlands throughout the Takapū o Tapuika played an important role as the ate or liver of the waterways filtering and cleansing the water through the plant life such as raupō, manawa (mangrove) and many other plants to ensure the wai (water) was of high quality and safe for humans, fish and birdlife. The wetlands of Kawa also controlled floodwaters entering the estuary by trapping and slowly releasing the flood waters making it safe for the fish and shellfish in the estuary.

Due to the rich food resources many battles were fought over Maketū, with rangatira caught and killed in the area now known as the Maketū Conservation Area (Kawa repo) as battles raged for control of this historic area. Despite events that threatened the traditional association with this area, Tapuika have nevertheless maintained their customary association with the Maketū Conservation Area.

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2: STATEMENTS OF ASSOCIATION

Part Whataroa Road Conservation Area (Kaiakatia) (as shown on deed plan OTS-209-20)

The rivers, streams and wetlands within the Takapū o Tapuika were an important source of food, building materials, clothing and dyes. However, the relationship between Tapuika and their waterways was not solely confined to food gathering and other uses. It also incorporated an intrinsic connection with the mauri of the waterways and the tribal kaitiaki or tāniwha whose rangatiratanga over the streams and rivers provides evidence of Tapuika's long standing association with the waterways within the takapū. The tāniwha associated with this area and waterways are Tamitami, Kahukura and Omarutahatonga.

The relationship between the tribe and the waterways is a spiritual relationship embedded in Tapuika whakapapa that is reinforced by ngā mahi ā ngā tūpuna ake o Tapuika (the activities of the ancestors). In this respect and in relation to this area the pā korikori (non palisaded pā) of Ngāti Totokau named Kaiakatia was located downstream from Ngātokaturua, another pā kainga on the Te Rerenga Stream. Located in close proximity to the Whataroa area the food resources taken from the stream here were plentiful and included tuna, koura and kōwhitiwhiti (native watercress). When supplemented with aruhe (bracken) from the nearby ngāhere (forest) and kumara from the mahinga kai at Kaiakatia, the hapū enjoyed a varied and balanced diet.

When celebratory feast were held Ngāti Totokau would gather eels, koura and kōwhitiwhiti from their pā located along the length of the Te Rerenga Stream including Kaiakatia.

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2: STATEMENTS OF ASSOCIATION

Part Ruato Stream Conservation Area (as shown on deed plan OTS-209-21)

The rivers, streams and wetlands within the Takapū o Tapuika were an important source of food, building materials, clothing and dyes. However, the relationship between Tapuika and their waterways was not solely confined to food gathering and other uses. It also incorporated an intrinsic connection with the mauri of the waterways and the tribal kaitiaki or tāniwha whose rangatiratanga over the streams and rivers provides evidence of Tapuika's long standing association with the waterways within the takapū. The tāniwha associated with the waterways are Parerora, Pareawheawhe and Te Maero a Taipō.

The Ruato Stream, though small, is a stream of significance to Tapuika. It commences in the Mangorewa – Kaharoa Block and flows through the north-eastern portion of the Pāhiko lands catchment area. The Ruato Stream has a stony stream bed like many of the streams within the upper Mangorewa catchment. The Ruato was one of the streams that the tuna kūwharuwharu (long finned eel) would migrate upstream to as young elvers or tuna kuaō. On reaching the Ruato they would feed on koura, insect larvae and worms gradually gaining the dark coloration and became known as tuna kukahika. The tuna kūwharuwharu would reach maturity after 15 – 20 years when it would stop feeding in preparation to migrate downstream and out to sea to spawn. It was during this stage that the tuna became known as tuna heke.

The Ruato and Onaia Streams lie within the area known as Te Waonui o Tapuika (the great forest of Tapuika). It is rich in resources used for medicinal purposes and food gathering and the making of tools. Opanaki is a major māra kai plantation of the Tapuika hapū Ngāti Pāhiko on the hillside above the Ruato stream.

At the confluence of the Ruato Stream and the Mangorewa River is Te Pehu pā made up of limestone caves which were used as a defensive system. Te Pehu is intrinsically linked to Tapuika.

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2: STATEMENTS OF ASSOCIATION

Mangorewa Scenic Reserve (as shown on deed plan OTS-209-22)

The lands within the Mangorewa Scenic Reserve contain many sites of significance to Tapuika. For Tapuika the area is predominately associated with occupation including seasonal nohonga for the purpose of trapping birds and food gathering including cultivation. The entire area was highly defended throughout time, as this was a natural resting place of groups travelling inland or likewise to the coastal areas. The name of the old track that wound through this area was Te Kaharoa o Ruangutu which commences at the Paraiti Stream (Mangorewa River), crosses to Te Rerenga Stream and then down into the Gorge before crossing the Mangorewa River to Kaharoa and Rotorua.

In the gorge below the Mangorewa River and the Ohaupara Stream converge. This place is known as Te Taita, where a significant battle was fought. From this point the waterway flowing towards the Kaituna River is known to Tapuika as the Paraiti.

Also within the area is placed the remnant of the ancient burial cave Te Ana o Taipō, steeped in early traditions. According to Tapuika, it was a very dangerous place once inhabited by Maero (mythological creatures). Recently a stone carving of the taniwhā, Te Maero a Taipō has been erected at the site. This acts as a pou (mana whenua stake) that recognises and acknowledges Tapuika's association with the Mangorewa.

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2: STATEMENTS OF ASSOCIATION

Part Mangorewa Ecological Area (as shown on deed plan OTS-209-23)

The rivers, streams and wetlands within the Takapū o Tapuika were an important source of food, building materials, clothing and dyes. However, the relationship between Tapuika and their waterways was not solely confined to food gathering and other uses. It also incorporated an intrinsic connection with the mauri of the waterways and the tribal kaitiaki or tāniwha whose rangatiratanga over the streams and rivers provides evidence of Tapuika's long standing association with the waterways within the takapū. The tāniwha associated with this area are Omarutahatonga, Kahukura and Te Maero a Taipō.

The relationship between the tribe and the waterways is a spiritual relationship embedded in Tapuika whakapapa that is reinforced by ngā mahi ā ngā tūpuna ake o Tapuika (the activities of the ancestors). In this respect Tapuika have a long standing association with the lands that now form part of the Mangorewa Ecological Area. Two areas, in particular, are of great significance to Tapuika

Within the Mangorewa Ecological Area are a number of sites significant to Tapuika, these being Otuakakari which was a cultivation area (māra kai) for Paieka Pā situated in close proximity. Te Auapatutangata, is a wahi tapu situated close to the current walking track which is also in close proximity to Otuakakari.

Other places within the ecological area are Tahere kahakaha (Bird spearing hunting ground), Te Horoa and Tereare au Tapu (a place associated with the clearing of spiritual obstructions) and Te Kakao Tuio o Matariki (a place was for predicting seasonal changes associated with cultivation).

Te Kaharoa o Ruangutu

Te Kaharoa o Ruangutu was one of the main passages leading inland from the coast to Rotorua. Te Kaharoa o Ruangutu was named after the Tapuika rangatira Ruangutu. The passage begins where the Paraiti (Mangorewa) River enters the Kaituna moving upstream before making its way to Te Manga o Ngākōhua on the Te Rerenga Stream. The path then crosses Te Āpiti o Mangorewa (Mangorewa Gorge) in the area generally known as the Mangorewa Ecological Area, travelling to Te Kaharoa before exiting near Awahou. Te Kaharoa o Ruangutu was a busy passageway for Tapuika travelling to visit relatives in Rotorua.

Te Tapuae o Taipō

The Mangorewa Ecological Area was predominantly associated with patunga manu (bird hunting), which were in abundance in the surrounding ngāhere (forest). People using Te Kaharoa o Ruangutu track there needed to be fully alert and vigilant whenever passing in close proximity to this area. The banks of the Mangorewa River were a favoured whenua pēhi (ambush) area for the half bird half human kaitangata (man eating) taniwhā, Taipō. He would wait by the banks for long periods of time waiting for potential victims. His feet from these vigils left imprints in the rock at Mangorewa that are still visible today. The name of that specific area is known to Tapuika as Te Tapuae o Taipō (the feet of Taipō).

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Marginal strips located in the area of interest (as shown on deed plan OTS-209-25)

Kaituna River

The rivers, streams and wetlands within the Takapū o Tapuika were an important source of food, building materials, clothing and dyes. However, the relationship between Tapuika and their waterways was not solely confined to food gathering and other uses. It also incorporated an intrinsic connection with the mauri of the waterways and the tribal kaitiaki or tāniwha whose rangatiratanga over the streams and rivers provides evidence of Tapuika's long standing association with the waterways within the takapū. The taniwhā associated with the Kaituna are Te Mapu, Pareawheawhe and Porohinaki.

The presence of tribal taniwhā as guardians of the Kaituna River engendered fear in those who transgressed and showed disrespect for the river. To Tapuika the taniwhā on the river represent the power and authority of the spiritual world. They were the protectors of the river and of the people, providing warnings when the tribe was in crisis.

Tapuika believe that as descendants of the god Pūhaorangi they are the link between the spiritual world and the natural world:

Pōua ki te rangi
Pōua ki te whenua
Anei a Tapuika e tū atu nei

From the heavens to the land here stands Tapuika - as such Tapuika are responsible for protecting and ensuring respect for the mauri of the river as expressed through Tapuika custom, laws, and sacred sanctions. The mauri or life force of the Kaituna river is the integral essence that binds together the spiritual elements and the natural elements. The mauri of the river is an important element that governs the use and wellbeing of the river. The relationship of Tapuika with the Kaituna river and the lands adjoining the river lies at the heart of the spiritual and physical wellbeing of Tapuika. It is our identity as a river people and this is expressed in the tribal proverb:

Ko Rangiuru te maunga
Ko Te Kaituna te awa
Ko Tapuika Te Iwi

Rangiuru is the mountain, Kaituna is the awa, Tapuika is the Iwi. To Tapuika the Kaituna river is a taonga of immeasurable importance a gift from the Gods, imbued with great mana.

The Kaituna River is known to Tapuika as Te Awanui o Tapuika or the great river of Tapuika, and was named by Tia for his son. The source of Te Awanui o Tapuika, a spring, is located in the Ōhau channel. The traditions of Tapuika confirm the intrinsic connection of Tapuika to the Kaituna river and the mauri or life force of the river. These traditions are expressed in the oratory, customs, genealogy, sayings, songs and occupation of Tapuika beside the waters of the Kaituna.

The Tapuika waiata *Tera Koia Nga Uru Whetu* recounts the numerous Tapuika settlements along the Kaituna River: Te Hape ā Tāwakepito, Ohautira, Pukemotiti, Paengaroa, Ōporourua, Whirinaki, Te Huruhuru o Tōpea and many others. There are many sacred places of Tapuika along the length of the Kaituna River including Ōteiere, Ōtamamarere, Te Ana o Kaiongaonga, Te Kuaha o Te Urutapu.

The Kaituna River is a provider. It sustains and nurtures all who live by its waters. It has been a pātaka awa for Tapuika for generations. Its river banks crowded with watercress, its waters filled with tuna, kākahi (fresh water mussels), Koura (freshwater crayfish), inanga and koaro. Its tributaries fed numerous swamps where flaxes of untold varieties were harvested to make clothes

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and building materials. The name Kaituna is derived from the eating of eels which were caught in abundance.

The Kaituna River is the umbilical cord that joins the tribes of the river together. From its commencement at Ōkere Falls, to the Kaituna plains to its outlet at Te Tumu, the river tribes are joined together through whakapapa and a united responsibility to ensure the Kaituna is protected for the generations yet to come.

Whataroa Stream

The rivers, streams and wetlands within the Takapū o Tapuika were an important source of food, building materials, clothing and dyes. However, the relationship between Tapuika and their waterways was not solely confined to food gathering and other uses. It also incorporated an intrinsic connection with the mauri of the waterways and the tribal kaitiaki or tāniwha whose rangatiratanga over the streams and rivers provides evidence of Tapuika's long standing association with the waterways within the takapū. The tāniwha associated with this waterway is Omarutahatonga.

The Whataroa Stream begins in the valley between Whataroa Rd and Te Matai Rd and is approximately 6.5km long. It is fed by the Taumatapaua and Torepapa tributaries and flows through steep ravines, valleys and gorges on its path eastwards to the Mangatoi stream. On the western boundary of the Pāhiko Block and at the junction of the Torepapa and Taumatapaua Streams was Onaumoko, one of the largest settlements of Tapuika spreading inland over an extensive area.

The pā maioro (fortified pā) was situated on the top of a valley at the northern end of the settlement and was strategically placed on banks high above a waihirere (waterfall) so that Ngāti Totokau, a hapū of Tapuika could retreat there in times of attack. The location of the pā maioro made it difficult for other iwi to stage a surprise attack as strangers could be seen approaching from some distance and the putaanga or sentry post at the gateway to the pā was always manned. In addition access to the pā was barred by its environs comprised of rapidly flowing water, rocks and a steep incline. Access to water was important during these times however Ngāti Totokau knowledge of their environment was such that they knew the tracks and places on the stream where they could safely take water without being detected. During the battle of Te Rāhui Ngāti Totokau, living there retreated into the pā Maioro as a precaution against attack spreading inland up the Waiari.

Following the Whataroa in a north east direction it enters the Ōturuturu (Te Rerenga) Stream. In close proximity is Waiwiri pā located on the banks of the confluence of the Te Rerenga and Mangatoi streams where it becomes known as the Waiari.

Mangorewa River

The rivers, streams and wetlands within the Takapū o Tapuika were an important source of food, building materials, clothing and dyes. However, the relationship between Tapuika and their waterways was not solely confined to food gathering and other uses. It also incorporated an intrinsic connection with the mauri of the waterways and the tribal kaitiaki or tāniwha whose rangatiratanga over the streams and rivers provides evidence of Tapuika's long standing association with the waterways within the takapū. The tāniwha associated with the waterways are Parerora, Pareawheawhe and Te Maero a Taipō.

The Mangorewa River originates in the Mangorewa-Kaharoa Block, flowing in an easterly direction until it reaches the Kaituna River. The banks of the upper reaches of the Mangorewa River was the favoured hunting area of the kai tangata (eater of people) Taipō. According to Tapuika, Te Maeoro a Taipō was a giant who would lay in wait below the small waihirere on the Mangorewa for people to come down to the river to bathe and then kill them taking their bodies to his lair to devour at his

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leisure. The footprints of Taipō which are enormous in size are imprinted in the rocks along this part of the river and can be seen even today.

Te Taita is the name of the pakanga (battle) which took place at the confluence of the Ohaupara stream and the Mangorewa River in revenge for the killing of the Ngāti Tauana (a Tapuika hapū) puhi (high born woman) Kahukura. Some years after this event, when Tapuika were on their way to Paterere a female tāniwha was seen entering the Paraiti River from the Ohaupara, this tāniwha was regarded to be Kahukura, and is remembered in the expression “aue te iringa ote upoko o Kahukura” (Alas the hanging head of Kahukura), which hence forth was known as a pouririrwai.

According to Tapuika it is at the confluence of the Ohaupara and Mangorewa rivers that the river becomes known as the Paraiti. In traditional times the Paraiti (Mangorewa) river was considered a tapu awa for Tapuika due to the number of urupa and burial caves along the length of the river. Otangikura was the principal burial cave of Tapuika living on the Paraiti (Mangorewa) River while Okaha was an urupā where the dead of Ngāti Tūpari (a Tapuika hapū) were buried. Piako was also a burial cave further downstream on the Paraiti. The burial ana of Te Pehu is at the eastern end of the pā. Site checks in 2005 by the Tapuika kōiwi kaitiaki confirmed the twenty kōiwi including children were undisturbed.

There are also numerous pā along the Paraiti (Mangorewa) River. At the confluence of the Kiwi stream and the Paraiti (Mangorewa) river is the pā maioro Te Whaititiri which looks down into the Mangorewa valley. Continuing downstream at the confluence of the Ruato stream and the Paraiti (Mangorewa) River is the well known Te Pehu pā. It is characterized by the number of limestone caves throughout the area which were used as a defensive system for the pā. A short distance downstream is Te Weta pā situated above the Paraiti (Mangorewa) River. Access onto the site was difficult as the narrow causeway was bounded on both sides by a steep drop down onto the stony river bed. A further difficulty was that the causeway was camouflaged and therefore indistinguishable from the surrounding forest. Te Weta was also similar to Te Pehu with limestone caves all over the site and used as a defensive system to confuse attacking tribes.

Kuratau was a kainga further downstream as the Paraiti (Mangorewa) river enters the Kaituna River. According to Tapuika traditions the kokowai growing on the banks on the River at Kuratau was reserved particularly for Tapuika. Kuratau was also a favoured area for catching ducks and shags as well as tuna heke.

The forest along the Paraiti (Mangorewa) River was a rich resource for the hapū of Tapuika including trees and plants used for building materials, tools, weaponry, rongoa, food and dyes. There was an abundance of birdlife along the river that provided for the people. The waters of the Paraiti (Mangorewa) River were abundant in eels, koura, inanga and kakahi. Kopuapatiki (deep pool of flounders) was a bend on the Paraiti (Mangorewa) River close to the river mouth, named for the river flounder that were unique to this river. Ngāti Kuri and Ngāti Marukukere hapū of Tapuika were able to snare the flounder all year round. For the hapū of Tapuika the retention of the special status of this awa and the reclaiming of its name remains a high priority.

Te Rerenga Stream

The rivers, streams and wetlands within the Takapū o Tapuika were an important source of food, building materials, clothing and dyes. However, the relationship between Tapuika and their waterways was not solely confined to food gathering and other uses. It also incorporated an intrinsic connection with the mauri of the waterways and the tribal kaitiaki or tāniwha whose rangatiratanga over the streams and rivers provides evidence of Tapuika's long standing association with the waterways within the takapū. The tāniwha associated with this waterway are Tamitami and Kahukura.

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The full name given by Tapuika to the Te Rerenga Stream is Te Rerenga Wairua o Kahukura. Kahukura was the great grand-daughter of Tauana the eponymous ancestor of the Tapuika hapū Ngāti Tauana who was killed by a party travelling through the area. This led to her brothers seeking support from their Te Arawa whanaunga to obtain utu (revenge) for her death.

Te Rerenga Stream commences from an underground waterway within the vicinity of Ngawaro. It flows east to Te Manga o Ngākōhua in the Taumata Reserve where a wāhi tapū site was marked by a tipua (giant) solitary karaka tree. This tipua marked the western most boundary of the tūpuna Ngākōhua, the matāmua (eldest son) of the rangatira Ruangutu who held extensive lands throughout the Takapū o Tapuika during the 15th Century. Continuing in a north east direction above the Te Rerenga stream is the mahinga kai plantation of Ngāti Tauana known as Te Hunua. This area marked the boundary between Ngāti Tauana and a neighbouring hapū.

Continuing on along the Te Rerenga Stream is the pā kainga of the Tapuika hapū Ngāti Totokau called Ngātokaturua located above the stream within close proximity of the Whataroa Conservation area. This area was a favoured place for the customary harvest of tuna heke when the adult tuna would begin their migration to the sea during Ngāhuru (autumn). In preparation for the harvesting of the tuna hinaki (eel traps) would be constructed from the roots of the kiekie and the vines of the rata. The hinaki would be baited with huhu grubs and toke (worms) and placed in the stream at night. In the early morning the hinaki would be removed from the stream and the eels hung on rails of mānuka to bleed before being gutted and salted and then left to dry. Pāwhara tuna dried eels were a delicacy that could be stored and eaten at a later time. Amawake was the name of the mahinga kai plantation of Ngātokaturua.

As the river journeys east the Te Rerenga Stream flows past the location of the Tapuika pā Kaiakatia which was occupied by Ngāti Totokau in the Whataroa area. Food resources from the stream here were plentiful and included tuna, koura and kōwhitiwhiti (native watercress) supplemented with kumara and aruhe.

The Te Rerenga Stream continues past the northern end of Te Matai Forest. Located below the Te Rerenga Stream in a north west direction is the Pukehunu pā of the Ngāti Tūheke rangatira Paora Paruhi. Pukehunu pā was a renowned taunga ika or eeling place with many pā tuna (eeling weirs). The mahinga kai beside the stream was specific to those that took part in the trapping of the tuna.

A short distance from Pukehunu is Te Waikōkō Tamateranini. Tamateranini was an important ancestor of Ngāti Tauana, who named this portion of the stream after the sound of the water as it raced over the rocks there. As the Te Rerenga Stream continues to flow through the Whakauma Block it becomes known to Tapuika as the Ōturuturu Stream.

There are two significant tohu on the Ōturuturu (Te Rerenga) Stream here. Te Waitakahi o Tamateranini (the trampling of water) marks the ritual performed by Tamateranini to confirm his occupation of the area as a taonga māpuna (prized possession). Te Waitohi o Tamateranini (the sprinkling of water) is the customary ritual used by Tamateranini to clear the land of negative influences with karakia and water.

Continuing north above the Ōturuturu (Te Rerenga) stream is Kihikihi, a pā maioro or fortified pā of the Ngāti Totokau (a Tapuika hapu) rangatira Te Matahi. The name of the whare he resided in was Te Arurangi. The mahinga kai was also known as Kihikihi but was situated a short distance from the pā beside the stream where the terrain was more fertile. The Ōturuturu (Te Rerenga) stream continues north until it meets the Mangatoi stream where it becomes known as the Waiari.

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Otanewainuku Conservation Forest (as shown on deed plan OTS-209-48)

The traditions of Tapuika affirm the cultural, historic and spiritual association of Tapuika to the peak of Otanewainuku.

Otanewainuku is a significant maunga to Tapuika. With its peak outlined against the sky it can be viewed from numerous points throughout te takapū o Tapuika. From ancient times Otanewainuku has always been known to Tapuika as a maunga rawā rich in food resources, building and weaving materials, tools, nets, food and rongoā. Otanewainuku means the many waters that spring from the domain of Tane overlord of the forests. There are many springs that emanate from Otanewainuku forming the Mangatoi stream and many others.

The peak or tihi of Otanewainuku was known to Tapuika as Karioi. Cloaked in majestic forests of rimu, tawa, kamahi and rewarewa, Karioi was said to be the gathering place of the patupaiarehe, the guardians of Otanewainuku. Their presence is evidenced by the mists that frequently cover the maunga. The hapū of Tapuika knew that when the mists rolled in over Otanewainuku it was unwise to be away from their main settlement of Whatongapū on the western slopes of Otanewainuku. If the men were away hunting birds (patungā manu), or eeling and were caught in the mists they would hurriedly make camp, lighting fires to repel the patupaiarehe reciting karakia to keep them safe from being taken. Tutanekai whose mother was Rangioru of Tapuika was said to have leapt from Karioi in order to avoid pursuers.

From ancient times to the late 1860's, there were many battles over this land however through whakapapa, marriage and alliances, Tapuika has continued to maintain their association with Otanewainuku.

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Kaituna River (as shown on deed plan OTS-209-26)

The rivers, streams and wetlands within the Takapū o Tapuika were an important source of food, building materials, clothing and dyes. However, the relationship between Tapuika and their waterways was not solely confined to food gathering and other uses. It also incorporated an intrinsic connection with the mauri of the waterways and the tribal kaitiaki or tāniwha whose rangatiratanga over the streams and rivers provides evidence of Tapuika's long standing association with the waterways within the takapū. The tāniwha associated with the Kaituna are Te Mapu, Pareawheawhe and Porohinaki.

The presence of tribal tāniwha as guardians of the Kaituna River engendered fear in those who transgressed and showed disrespect for the river. To Tapuika the tāniwha on the river represent the power and authority of the spiritual world and their rangatiratanga over the river is undisputed. They were the protectors of the river and of the people, providing warnings when the tribe was in crisis.

The Tapuika belief is that as descendants of the god Pūhaorangi they are the link between the spiritual world and the natural world as expressed in the following proverb:

Pōua ki te rangi
Pōua ki te whenua
Anei a Tapuika e tū atu nei

From the heavens to the land here stands Tapuika - as such Tapuika are responsible for protecting and ensuring respect for the mauri of the river as expressed through Tapuika custom, laws, and sacred sanctions.

The mauri or life force of the Kaituna River is an important element that governs the use and wellbeing of the river. The mauri of the Kaituna River is the integral essence that binds together the spiritual elements and the natural elements. The relationship of Tapuika with the Kaituna River and the lands adjoining the river lies at the heart of the spiritual and physical wellbeing of Tapuika. It is our identity, it is who we are as a river people expressed in the tribal proverb:

Ko Rangiuru te maunga
Ko Te Kaituna te awa
Ko Tapuika Te Iwi

Rangiuru is the mountain, Kaituna is the awa, Tapuika is the Iwi'. To Tapuika the Kaituna River is a taonga of immeasurable importance a gift from the Gods, imbued with great mana.

The Kaituna River is known to Tapuika as Te Awanui o Tapuika or the great river of Tapuika, was named by Tia for his son. The source of Te Awanui o Tapuika, a spring, is located in the Ōhau channel. The traditions of Tapuika confirm the intrinsic connection of Tapuika to the Kaituna River and the mauri or life force of the river. These traditions are expressed in the oratory, customs, genealogy, sayings, songs and long time occupation of Tapuika beside the waters of the Kaituna.

The Tapuika waiata *Tera Koia Nga Uru Whetu* recounts the numerous Tapuika settlements along the Kaituna River: Te Hape a Tāwakepito, Ohautira, Pukemotiti, Paengaroa, Ōporourua, Whirinaki, Te Huruhuru o Tōpea and many others. There are many sacred places of Tapuika along the length of the Kaituna River including Ōteiere, Ōtamamarere, Te Ana o Kaiongaonga, Te Kuaha o Te Urutapu.

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The Kaituna River is a provider. It sustains and nurtures all who live by its waters. It has been a pātaka awa for Tapuika for generations. Its river banks crowded with watercress, its waters filled with tuna, kākahi (fresh water mussels), Koura (freshwater crayfish), inanga and koaro. Its tributaries fed numerous swamps where flaxes of untold varieties were harvested to make clothes and building materials. The name Kaituna is derived from the eating of eels which were caught in abundance.

The Kaituna River is the umbilical cord that joins the tribes of the river together. From its commencement at Ōkere Falls, to the Kaituna plains to its outlet at Te Tumu, the river tribes are joined together through whakapapa and a united responsibility to ensure the Kaituna is protected for the generations yet to come.

Mangorewa River (as shown on deed plan OTS-209-28)

The rivers, streams and wetlands within the Takapū o Tapuika were an important source of food, building materials, clothing and dyes. However, the relationship between Tapuika and their waterways was not solely confined to food gathering and other uses. It also incorporated an intrinsic connection with the mauri of the waterways and the tribal kaitiaki or tāniwha whose rangatiratanga over the streams and rivers provides evidence of Tapuika's long standing association with the waterways within the takapū. The tāniwha associated with this waterway are Parerora, Pareawheawhe and Te Maeoro a Taipō.

The Mangorewa River originates in the Mangorewa-Kaharoa Block, flowing in an easterly direction until it reaches the Kaituna River. The banks of the upper reaches of the Mangorewa River was the favoured hunting area of the kai tangata (eater of people) Taipō. According to Tapuika, Taipō was a giant who would lay in wait below the small waihirere (waterfall) on the Mangorewa for people to come down to the river to bathe and then kill them taking their bodies to his lair to devour at his leisure. The footprints of Taipō which are enormous in size are imprinted in the rocks along this part of the river and can be seen even today.

Te Taita is the name of the pakanga (battle) which took place at the confluence of the Ōhaupara stream and the Mangorewa River in revenge for the killing of the Ngāti Tauana (a Tapuika hapū) puhi (woman of high rank) Kahukura. According to Tapuika it is at the confluence of the Ōhaupara and Mangorewa Rivers that the river becomes known as the Paraiti.

In traditional times the Paraiti (Mangorewa) River was considered a tapu awa due to the number of urupā and burial caves along the length of the river. Otangikura was the principal burial cave of Tapuika living on the Paraiti (Mangorewa) River while Okaha was an urupā where the dead of Ngāti Tūpari (a Tapuika hapū) were buried; Piako was also a burial cave further downstream on the Paraiti. The burial ana of Te Pehu is at the eastern end of the pā. Site checks in 2005 by the Tapuika kōiwi kaitiaki confirmed the twenty kōiwi including children were undisturbed.

There are also numerous pā along the Paraiti (Mangorewa) River. At the confluence of the Kiwi Stream and the Paraiti (Mangorewa) River is the pā maioro Te Whaititiri which looks down into the Mangorewa valley. Continuing downstream at the confluence of the Ruato stream and the Paraiti (Mangorewa) River is the well known Te Pehu pā. It is characterized by the number of limestone caves throughout the area which were used as a defensive system for the pā. A short distance downstream is Te Weta pā situated above the Paraiti (Mangorewa) river. Access onto the site was difficult as the narrow causeway was bounded on both sides by a steep drop down onto the stony river bed. A further difficulty was that the causeway was camouflaged and therefore indistinguishable from the surrounding forest. Te Weta was also similar to Te Pehu with limestone caves all over the site and used as a defensive system to confuse attacking tribes.

Kuratau was a kainga further downstream as the Paraiti (Mangorewa) river enters the Kaituna River. According to Tapuika traditions the Kokowai growing on the banks on the River at Kuratau

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was reserved particularly for Tapuika. Kuratau was also a favoured area for catching ducks and shags as well as tuna heke.

The forest along the Paraiti (Mangorewa) River was a rich resource for the hapū of Tapuika including trees and plants used for building materials, tools, weaponry, rongoā, food and dyes. There was an abundance of birdlife along the river that provided for the people. The waters of the Paraiti (Mangorewa) River were abundant in eels, koura, inanga and kākahi. Kōpua pātiki (deep pool of flounders) was a bend on the Paraiti (Mangorewa) river close to the river mouth, named for the river flounder that were unique to this river. Ngāti Kuri and Ngāti Marukukere hapū of Tapuika were able to snare the flounder all year round. For the hapū of Tapuika the retention of the special status of this awa and the reclaiming of its name remains a high priority.

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Waiari Stream (as shown on deed plan OTS-209-29)

The rivers, streams and wetlands within the Takapū o Tapuika were an important source of food, building materials, clothing and dyes. However, the relationship between Tapuika and their waterways was not solely confined to food gathering and other uses. It also incorporated an intrinsic connection with the mauri of the waterways and the tribal kaitiaki or tāniwha whose rangatiratanga over the streams and rivers provides evidence of Tapuika's long standing association with the waterways within the takapū. The tāniwha associated with this waterway is Tamitami.

The Waiari Stream commences at the confluence of the Ōturuturu (Te Rerenga) Stream and the Mangatoī Stream. According to some Tapuika, Waiari or Waiariari means clear waters and is a reference to the number of springs and aquifers in the Waiari River which gives the water a crystal clear clarity. There are many pā, waahi tapū and places of significance to Tapuika along the length of the Waiari.

A short distance downstream in the vicinity of the Waiari Conservation lands is Purunui pā of Ngāti Totokau. Te Totara is the urupa. Continuing downstream is the pā Waiwhero. Below the pā is the taunga ika (fishing place) called Pukerimu. This was a special place for the collecting of koura or fresh-water crayfish. The name Pukerimu refers to the placing of rimu branches in the water to form a small mound. The koura would colonize in the branches and after several weeks the branches would be pulled out of the water with large amounts of koura trapped inside. This method of catching koura is known as tau koura.

Travelling further downstream Te Raho o Totokau (the penis of Totokau who was the eponymous ancestor of Ngāti Totokau) enters the Waiari. The ancient puna Ngaengaenui is located here. Te Raho o Totokau and Ngaengaenui are two very sacred wāhi tapū sites for Tapuika. Like the taumau of Tia, by naming the tributary after his body, Totokau rendered that body of water sacred to him and his descendants. The spring Ngaengaenui is associated with tohi or birth-right ceremonies where a child was dedicated to a particular god. The child would be taken to the puna where the tohunga would recite incantations over the child using the branch of a karamu tree to sprinkle water over the child during the ceremony. Ngaengaenui is also known as a resting place for spirits upon their final journey. The waiata *Tenei Te Aroha* and *Tera Tau Toru* also commemorate the importance of the puna Ngaengaenui to Ngāti Tūheke and Tapuika.

In the waters of the Waiari below the ancient pā and cultivation grounds is found the wāhi tapū Maioro, where the bodies of the slain in battle were prepared for burial, by submerging in the icy cold waters in order to preserve the bodies for later burial ceremonies.

Further down the river (on the Te Puke side) is the track Te Ārero o Ngākōhua named for the matāmua (eldest son) of the Tapuika chief Ruangutu. This was an ancient track used by Tapuika to travel from Te Puke inland towards Te Rerenga.

Moving downstream is Te Kahika the Ngāti Tūheke settlement and pā above the Waiari on the Rangiuru side of the river. The Waiari provided access via waka from Maketū to Te Puke Township, with the landing place located at the foot of Te Kahika pā. It is here that Ngāti Tūheke brought the first Europeans to Te Puke. This place is of special significance for it represents the gateway through which the Waiari was accessed.

Tāwakepito (the father of Tūheke) and Makahae are two pā above the Waiari located within the Te Kahika settlement. Tawakepito is the oldest remaining Tapuika pā built during the late nineteenth Century. The urupā of Tawakepito and Makahae are Taumata and Kahikatea above the Waiari Stream.

DOCUMENTS

2: STATEMENTS OF ASSOCIATION

Below the two pā on the Waiari is Te Pōtaka, named because the water at this place churned like a spinning top. Te Pōtaka was the main water source for Makahae and Tawakepito pā. The elders of Ngāti Tūheke still speak of the times when they would go down to the Waiari to wash clothes, bath and collect water for cooking and drinking. The Waiari was the centre of social activity.

A short distance downstream is the lair Te Kōpua a Tamitami. Tamitami is the tāniwha kaitiaki of the Waiari. Te Kōpua a Tamitami is still able to be located by those of Ngāti Tuheke who were raised by the river. In accordance with Ngāti Tūheke memory there has never been a drowning of any Tapuika in the Waiari because their tāniwha Tamitami watches over them.

Just downstream from Te Kōpua a Tamitami is the wāhi tapū Te Pito o Te Whenua. This is where the afterbirths of Ngāti Tūheke people are buried, the intention being that after death their bodies will return to the awa signalling the intergenerational link between Ngāti Tūheke and the awa.

Continuing downstream in the middle of the Waiari is the island Taniwhanui the kainga of the tūpuna Te Koata. The island was known for its high quality harakeke and fertile soils making it easy to grow kumara and other tubers. It was on Taniwhanui that Te Koata died.

Ngaeo was a mahinga kai of Ngāti Moko in close proximity to Taniwhanui. Te Rāhui is a wāhi tapū pakanga (battle) site at the confluence of the Waiari and Kaituna River. The cause of the pakanga was the killing of a dog owned by the tūpuna Patuara of Ngāti Moko.

DOCUMENTS

2: STATEMENTS OF ASSOCIATION

Pokopoko Stream (as shown on deed plan OTS-209-60)

The rivers, streams and wetlands within the Takapū o Tapuika were an important source of food, building materials, clothing and dyes. However, the relationship between Tapuika and their waterways was not solely confined to food gathering and other uses. It also incorporated an intrinsic connection with the mauri of the waterways and the tribal kaitiaki or taniwhā whose rangatiratanga over the streams and rivers provides evidence of Tapuika's long standing association with the waterways within the takapū. The taniwha associated with this waterway is Te iri o Komata, named after an event where the tūpuna Te Komata, sort revenge against an invading force, which had killed women and children. This event is remembered in the name Te Pokopoko a te tangata (where those people were beaten).

Tapuika association with the Pokopoko Stream begin with Hinemaru, the great grand-daughter of Tapuika who occupied the lands from Papanui south following the Pokopoko Stream to its outlet at Waihi estuary. To Tapuika, the Pokopoko Stream is a taunga ika (customary fisheries resource) for the kirikōpuni the silver belly eel. The Pokopoko Stream is one of the few remaining streams where kirikōpuni can be caught in their migration to the sea.

On the banks of the upper reaches of the Pokopoko Stream is Te Hiapo. The Pokopoko Stream forms the eastern boundary of Te Hiapo. This area was known for the numerous hilltop pā sites of Tapuika, referred to in the waiata '*Tera Koia Nga Uru Whetu*' as "aku puke ngahuru". Te Hiapo was a strategic site midway between Rotorua and Maketū. During the 1830's at the height of the flax trade, Te Hiapo was the scene of many battles for control of the Pokopoko Stream which provided easier access to Waihi estuary and ultimately Maketū, the centre of the flax trade.

DOCUMENTS

2: STATEMENTS OF ASSOCIATION

Te Rerenga Stream (as shown on deed plan OTS-209-62)

The rivers, streams and wetlands within the Takapū o Tapuika were an important source of food, building materials, clothing and dyes. However, the relationship between Tapuika and their waterways was not solely confined to food gathering and other uses. It also incorporated an intrinsic connection with the mauri of the waterways and the tribal kaitiaki or taniwhā whose rangatiratanga over the streams and rivers provides evidence of Tapuika's long standing association with the waterways within the takapū. The taniwha associated with this waterway is Tamitami and Kahukura.

The full name given by Tapuika to Te Rerenga Stream is Te Rerenga Wairua o Kahukura. Kahukura was the great grand-daughter of Tauana the eponymous ancestor of the Tapuika hapū Ngāti Tauana who was killed by a party travelling through the area. This led to her brothers seeking support from their Te Arawa whanaunga to obtain utu (revenge) for her death.

The Rerenga Stream commences from an underground waterway within the vicinity of Ngāwaro. It flows east to Te Manga o Ngakohua in the Taumata Reserve where a wāhi tapū site was marked by a tipua (giant) solitary Karaka tree. This tipua marked the western most boundary of the tūpuna Ngakohua, the matāmua (eldest son) of the rangatira Ruangutu who held extensive lands throughout the Takapū o Tapuika during the 15th Century. Continuing in a north east direction above the Te Rerenga stream is the mahinga kai plantation of Ngāti Tauana known as Te Hunua. This area marked the boundary between Ngāti Tauana and a neighbouring hapū.

Continuing on along the Te Rerenga Stream is the pā kainga of the Tapuika hapū Ngāti Totokau called Ngatokaturua located above the stream within close proximity of the Whataroa Conservation area. This area was a favoured place for the customary harvest of tuna heke when the adult tuna would begin their migration to the sea during Ngahuru (autumn). In preparation for the harvesting of the tuna hinaki (eel traps) would be constructed from the roots of the kiekie and the vines of the rata. The hinaki would be baited with huhu grubs and toke (worms) and placed in the stream at night. In the early morning the hinaki would be removed from the stream and the eels hung on rails of manuka to bleed before being gutted and salted and then left to dry. Pāwhara tuna dried eels were a delicacy that could be stored and eaten at a later time. Amawake was the name of the mahinga kai plantation of Ngatokaturua.

Continuing its journey east the Te Rerenga Stream flows past the location of the Tapuika pā Kaiakatia which was occupied by Ngāti Totokau in the Whataroa area. Food resources from the stream here were plentiful and included tuna, koura and kowhitiwhiti (native watercress) supplemented with kumara and aruhe.

The Te Rerenga Stream continues past the northern end of Te Matai Forest. Located below the Te Rerenga Stream in a north west direction is the Pukehunu pā of the Ngāti Tuheke rangatira Paora Paruhi. Pukehunu pā was a renowned taunga ika or eeling place with many pā tuna (eeling weirs). The mahinga kai beside the stream was specific to those that took part in the trapping of the tuna.

A short distance from Pukehunu is Te Waikōkō Tamateranini, an important ancestor of Ngāti Tauana, who named this portion of the stream after the sound of the water as it raced over the rocks there. As the Te Rerenga Stream continues to flow through the Whakauma Block it becomes known to Tapuika as the Ōturuturu Stream.

There are two significant tohu on the Ōturuturu (Te Rerenga) Stream here. Te Waitakahi o Tamateranini (the trampling of water) marks the ritual performed by Tamateranini to confirm his occupation of the area as a taonga māpuna (prized possession). Te Waitohi o Tamateranini (the sprinkling of water) is the customary ritual used by Tamateranini to clear the land of negative influences with karakia and water.

DOCUMENTS

2: STATEMENTS OF ASSOCIATION

Continuing north above the Ōturuturu (Te Rerenga) Stream is Kihikihi, a pā maioro or fortified pā of the Ngāti Totokau (a Tapuika hapu) rangatira Te Matahi. The name of the whare he resided in was Te Arorangi. The mahinga kai was also known as Kihikihi but was situated a short distance from the pā beside the stream where the terrain was more fertile.

The Ōturuturu (Te Rerenga) Stream continues north until it meets the Mangatoi stream where it becomes known as the Waiari.

DOCUMENTS

2: STATEMENTS OF ASSOCIATION

Kiwi Stream (as shown on deed plan OTS-209-63)

The rivers, streams and wetlands within the Takapū o Tapuika were an important source of food, building materials, clothing and dyes. However, the relationship between Tapuika and their waterways was not solely confined to food gathering and other uses. It also incorporated an intrinsic connection with the mauri of the waterways and the tribal kaitiaki or taniwhā whose rangatiratanga over the streams and rivers provides evidence of Tapuika's long standing association with the waterways within the takapū. The taniwhā associated with the waterway is Te Maero a Taipō.

The Kiwi Stream commences at the western portion of the Pahiko Block east of Te Matai Rd. The Kiwi Stream is known to Tapuika as the Piparika stream. The Kiwi Stream was a pātaka kai (food storehouse) of kowhitiwhiti, tuna, inanga, koura, and other freshwater fish for the Tapuika hapu of Ngāti Totokau who lived nearby at Onaumoko.

Continuing downstream at the confluence of the Kiwi Stream as it enters the Mangorewa River is the pā maioro of Whaititiri located on the ridgeline. The surrounding steep terrain made this pā easier to defend against possible attacks from others as the people from the pa could see anyone coming up the Mangorewa valley and the pā had only one entrance to guard. A well known track from Whaititiri still in evidence today, was used by the inhabitants of Whaititiri pā to collect water from the Mangorewa River.

DOCUMENTS

2: STATEMENTS OF ASSOCIATION

Ruato Stream (as shown on deed plan OTS-209-64)

The rivers, streams and wetlands within the Takapū o Tapuika were an important source of food, building materials, clothing and dyes. However, the relationship between Tapuika and their waterways was not solely confined to food gathering and other uses. It also incorporated an intrinsic connection with the mauri of the waterways and the tribal kaitiaki or taniwhā whose rangatiratanga over the streams and rivers provides evidence of Tapuika's long standing association with the waterways within the takapū. The tāniwha associated with this waterway is Parerora.

The Ruato Stream though small is a stream of significance to Tapuika. It commences in the Mangorewa – Kaharoa Block and flows through the north eastern portion of the Pāhiko lands catchment area. The Ruato Stream has a stony stream bed like many of the streams within the upper Mangorewa catchment. The Ruato was one of the streams that the tuna kūwharuwharu (long finned eel) would migrate upstream to as young elvers or tuna kuaō. On reaching the Ruato they would feed on koura, insect larvae and worms gradually gaining the dark coloration and became known as tuna kukahika. The tuna kūwharuwharu would reach maturity after 15 – 20 years when it would stop feeding in preparation to migrate downstream and out to sea to spawn. It was during this stage that the tuna became known as tuna heke.

The Ruato and Onaia Streams lie within the area known as Te Waonui o Tapuika (the great forest of Tapuika). It is rich in resources used for medicinal purposes, food gathering and making of tools. Opanaki is a major māra kai plantation of Ngāti Pāhiko, an historical hapū of Tapuika, on the hillside above the Ruatō stream approximately 4kms downstream.

At the confluence of the Ruato Stream and the Mangorewa River is Te Pehu pā made up of limestone caves which were used as a defensive system. Te Pehu is intrinsically linked to Tapuika.

DOCUMENTS

2: STATEMENTS OF ASSOCIATION

Whataroa Stream (as shown on deed plan OTS-209-65)

The rivers, streams and wetlands within the Takapū o Tapuika were an important source of food, building materials, clothing and dyes. However, the relationship between Tapuika and their waterways was not solely confined to food gathering and other uses. It also incorporated an intrinsic connection with the mauri of the waterways and the tribal kaitiaki or taniwhā whose rangatiratanga over the streams and rivers provides evidence of Tapuika's long standing association with the waterways within the takapū. The taniwhā associated with this waterway is Omarutahatonga.

The Whataroa Stream begins in the valley between Whataroa Rd and Te Matai Rd and is approximately 6.5km long. It is fed by the Taumatapaua and Torepapa tributaries and flows through steep ravines, valleys and gorges on its path eastwards to the Mangatoī stream. On the western boundary of the Pahiko Block and at the junction of the Torepapa and Taumatapaua Streams was Onaumoko, one of the largest settlements of Tapuika spreading inland over an extensive area.

The pā maioro (fortified pā) was situated on the top of a valley at the northern end of the settlement and was strategically placed on banks high above a waihirere (waterfall) so that Ngāti Totokau could retreat there in times of attack. The location of the pā maioro made it difficult for other iwi to stage a surprise attack as strangers could be seen approaching from some distance and the putaanga or sentry post at the gateway to the pā was always manned. In addition access to the pā was barred by its environs comprised of rapidly flowing water, rocks and a steep incline. Access to water was important during these times however Ngāti Totokau knowledge of their environment was such that they knew the tracks and places on the stream where they could safely take water without being detected. During the battle of Te Rahui, a hapū of Tapuika, Ngāti Totokau, living there retreated into the pā Maioro as a precaution against attack spreading inland up the Waiari river.

Following the Whataroa in a north east direction it enters the Ōturuturu (Te Rerenga) Stream. In close proximity is Waiwiri pā located on the banks of the confluence of the Te Rerenga and Mangatoī streams where it becomes known as the Waiari.

DOCUMENTS

2: STATEMENTS OF ASSOCIATION

Ohaupara Stream (as shown on deed plan OTS-209-66)

The Ohaupara Stream marks the boundary between the Mangorewa – Kaharoa and Taumata lands. In ancient times the Ohaupara Stream was renowned for the number and variety of birdlife such as kereru, tui and kiwi whose feeding area was in close proximity to the stream. It was a favoured patunga manu (bird hunting) area particularly for kereru with snaring rights fiercely contested between various hapū and iwi living nearby.

According to Tapuika traditions when the demi-god Maui Tiketike a Taranga descended into Hine-nui-te-po (the underworld), he assumed the form of the kereru carrying with him his mother Taranga's tatua (belt) around his neck and maro (apron) around his chest. This is the reason why the kereru has a dark plumage around its neck and a white breast.

Taherekahakaha was a nohonga, patunga kereru (kereru hunting) area beside the Ohaupara Stream occupied during the kereru snaring season in autumn when the kereru were fat from feasting on the berries of the miro, rimu, maire, and matai trees which once grew profusely around the Ohaupara Stream. Tapuika knew that after eating on the berries the Kereru would become thirsty and head for the stream. The men would go out at dawn and set the waka kereru (kereru snares) filling it with water from the stream. The kereru would come down to the stream and drink the water in the waka kereru placing their head through the flax noose which then tightened.

Te Taiki was the name of the Tapuika customary kiore runs which commenced at Taherekahakaha and continued to Opoutihi. There is a Tapuika taiaha movement that is based on the movements of the kiore during these kiore runs.

At the confluence of the Ohaupara Stream and the Mangorewa River is Te Taita. The name Te Taita refers both to the surrounding land and to the pakanga (battle) site there. According to Tapuika the Paraiti (Mangorewa) River commences at Te Taita and continues downstream until it empties into the Kaituna River at Kuratau.

DOCUMENTS

2: STATEMENTS OF ASSOCIATION

Mangatoī Stream (as shown on deed plan OTS-209-69)

The rivers, streams and wetlands within the Takapū o Tapuika were an important source of food, building materials, clothing and dyes. However, the relationship between Tapuika and their waterways was not solely confined to food gathering and other uses. It also incorporated an intrinsic connection with the mauri of the waterways and the tribal kaitiaki or taniwhā whose rangatiratanga over the streams and rivers provides evidence of Tapuika's long standing association with the waterways within the takapū. The tāniwha associated with this waterway is Tamitami.

The Mangatoī Stream flows on the eastern side of Otanewainuku until it meets the Ōturuturu Stream and becomes known as the Waiari Stream. The Mangatoī Stream is a sacred stream to Tapuika because it is in the Mangatoī that the puna Mangakino is located. To Tapuika the Mangakino puna is a taonga tuku iho (treasure handed down through the generations) that provides the mauri (life force) for the Waiari and is commemorated in the Tapuika tribal waiata *Tēnei Te Aroha* and *Tēra Tau Toru*.

In times past, when Tapuika wished to take eels from the Mangatoī Stream, a rāhui was placed on the stream so that other iwi would know that if they were caught breaking the rāhui they would be put to death.

A number of Tapuika pā are located on the banks of the Mangatoī Stream including Waitakahi pā. The full name of the pā is Te Waitakahi o Tamateranini. The pā was named after the customary ritual performed by Tamateranini (on the Te Rerenga stream) to demonstrate his occupation of the area. At the confluence of the Mangatoī and Ōturuturu (Te Rerenga) Stream is Waiwiri pā and urupā of Totokau of Tapuika. Okaha is the name of the mahinga kai there.

DOCUMENTS

2: STATEMENTS OF ASSOCIATION

Kaokaonui Stream (as shown on deed plan OTS-209-70)

The rivers, streams and wetlands within the Takapū o Tapuika were an important source of food, building materials, clothing and dyes. However, the relationship between Tapuika and their waterways was not solely confined to food gathering and other uses. It also incorporated an intrinsic connection with the mauri of the waterways and the tribal kaitiaki or taniwhā whose rangatiratanga over the streams and rivers provides evidence of Tapuika's long standing association with the waterways within the takapū. The taniwha associated with this waterway is Tamitami.

The Kaokaonui Stream originates in the steep gullies within the Mangatoi catchment in close proximity to area referred to today as No.2 Rd Te Puke. It is known to Tapuika particularly as a pataka kai koura (storehouse for koura) the preserve of the Tapuika hapū Ngāti Totokau. It is said that the goddess of freshwater Parawhenuamea is the guardian of koura and that it is she that nourishes them.

Kaokaonui was a noho kainga on the raised bank of the koinga wai (river bend) used by Ngāti Totokau as a fishing base. Due to the small size of the koura the men would be away from the main Ngāti Totokau settlement of Waiwiri for days at a time, particularly if the koura was being gathered for a celebration or hakari (feast).

Tau koura is the traditional method most favoured by Tapuika for catching large numbers of koura. Bundles of aruhe (bracken) would be tied together and fastened with strips of harakeke (flax) or totara. A kohatu (stone) would be placed into the tau koura which would then be placed into the stream bed and left for the koura to colonize it. Tau koura were not placed in the middle of the stream or in fast flowing water but near the banks where the koura were most known to habitate. Takahiparu was the name of the feast held at Kihikihi pā in which the customary catch of koura was gathered from the Kaokaonui.

The Kaokaonui Stream continues downstream until it finally flows into the Mangatoi stream below the site of the sacred puna Mangakino.

DOCUMENTS

2: STATEMENTS OF ASSOCIATION

Onaia Stream (as shown on deed plan OTS-209-71)

The rivers, streams and wetlands within the Takapū o Tapuika were an important source of food, building materials, clothing and dyes. However, the relationship between Tapuika and their waterways was not solely confined to food gathering and other uses. It also incorporated an intrinsic connection with the mauri of the waterways and the tribal kaitiaki or taniwhā whose rangatiratanga over the streams and rivers provides evidence of Tapuika's long standing association with the waterways within the takapū. The taniwha associated with this waterway is Parerora.

The Onaia Stream commences in the Mangorewa – Kaharoa block and stream flows through steep forest clad gorges until it reaches the south west portion of the Pāhiko Block, flowing past the Onaia Ecological area in a north west direction until it meets the Paraiti (Mangorewa) River.

Access down onto the stream was difficult due to the many steep gorges and ravines which were ideal places to hide koiwi in hard to find ana (burial caves). The area within close proximity to the Onaia Stream however was rich in bird life including kereru, tui, ruru and pipiwharau.

South of the confluence of the Onaia Stream and the Paraiti (Mangorewa) River is the island pā of Tapuika known as Te Weta. Access to the pā was deliberately hard to access except by way of a causeway flanked by steep gorges on either side. This was a defensive measure to prevent other iwi from attacking the pā. The pā was occupied by the Tapuika hapū Ngāti Pāhiko from which the block takes its name. The urupā of Pukeroa is in close proximity to the pā.

DOCUMENTS

2: STATEMENTS OF ASSOCIATION

Ohineangaanga Stream (as shown on deed plan OTS-209-76)

The rivers, streams and wetlands within the Takapū o Tapuika were an important source of food, building materials, clothing and dyes. However, the relationship between Tapuika and their waterways was not solely confined to food gathering and other uses. It also incorporated an intrinsic connection with the mauri of the waterways and the tribal kaitiaki or taniwhā whose rangatiratanga over the streams and rivers provides evidence of Tapuika's long standing association with the waterways within the takapū. The taniwha associated with this waterway is Tunanui.

The Ōhineangaanga Stream commences in close proximity to Putaruru maunga. Further downstream were the nohonga Otaikaka and Ngapāri occupied by the Tapuika hapū Ngāti More. According to Ngāti More the name Ōhineangaanga refers to the skull of a female child which was used as an omen when fishing and harvesting cultivations at the nohoanga sites mentioned.

As the Ōhineangaanga reaches the township of Te Puke it flows past the area known today as Donovan Park. This was a highly favoured taunga ika or fishing area for catching tuna and in particular kokopū. The Ōhineangaanga flows behind the town into the Raparapahoe canal where it discharges out into the Kaituna River.

DOCUMENTS

2: STATEMENTS OF ASSOCIATION

Raparapahoe Stream (as shown on deed plan OTS-209-75)

The rivers, streams and wetlands within the Takapū o Tapuika were an important source of food, building materials, clothing and dyes. However, the relationship between Tapuika and their waterways was not solely confined to food gathering and other uses. It also incorporated an intrinsic connection with the mauri of the waterways and the tribal kaitiaki or taniwhā whose rangatiratanga over the streams and rivers provides evidence of Tapuika's long standing association with the waterways within the takapū. The taniwha associated with this waterway is Wakairoa.

The Raparapahoe Stream commences from an underground fissure within the vicinity of Te Riu o Hua. The upper reaches of the Raparapahoe Stream is known to Tapuika as having special 'feeder' eels. These were the eels that did not migrate out to sea. According to Tapuika tradition, their purpose was to gather food for the taniwhā. When the taniwhā wanted to eat they would nibble on the tails of the feeder eels. The feeder eels would then go to get the food for the taniwhā. These eels could only be taken at certain times and only certain families knew the customary rituals and practice for taking them.

Following east to the confluence of the Wairapukao and Raparapahoe Streams was a favoured eeling place of Ngāti Totokau. According to Tapuika tradition the name of the Raparapahoe Stream refers to the splitting open of the tuna for drying purposes 'me te whata raparapa tuna e iri mai ana te tuna'. Continuing on downstream is the junction of the Waikoki and Raparapahoe Streams. Waikoki pā was located on the bank of the Raparapahoe Stream.

Further downstream the Kirikiri Stream merges with the Raparapahoe Stream. The Raparapahoe Stream continues on past the settlement of Manoeka. The name Manoeka means 1000 acres and is a reference to the setting aside by the Native Land Court of a reserve of land in the sale of the Te Puke Block. Continuing on from there the Raparapahoe Stream flows into the Raparapahoe Canal where it meets the Kaituna River.

DOCUMENTS

2: STATEMENTS OF ASSOCIATION

Coastal Marine Area Little Waihi to Wairakei (as shown on deed plan OTS-209-74)

The traditions of Tapuika affirm the cultural, historic and spiritual association of Tapuika to the coastal marine area from Wairakei Stream on the coast at Papamoa to Little Waihi from the arrival of the Te Arawa waka to the present day.

As the Te Arawa waka lay offshore between Mōtiti Island and the Wairakei Stream, Tia stood to taumau (claim) the land for his son Tapuika

*'Mai i nga pae maunga ki te toropuke e tu kau mai ra,
ki te awa e rere mai ana
waiho te whenua
ko te takapu o taku tamaiti a Tapuika'.
From that range of mountains
To the peak in the distance there
To the river flowing in the distance
I claim this land as the belly of my son Tapuika*

According to Tapuika customary traditions, by naming the land after parts of his son's body Tia rendered the land the claim applied to tapu thus ensuring that the claim for his son would be respected by others.

The ancient path of the Wairakei Stream flowed out to sea at Papamoa. Tapuika would gather tuatua (ocean pipi) at its outlet into the ocean. Wairakei is the acknowledged boundary of the Iwi of Te Arawa waka.

Along the coast midway between Wairakei and Maketū is Kerikeripatuwi the burial place and waahi tapū of the rangatira (Chief) Tatahau of Tapuika. Kerikeripatuwi is named after the whale bone patu of Tatahau. Tapuika also consider Kerikeripatuwi to be the traditional boundary between Tapuika and one of their neighbouring iwi on the coastline.

Continuing south along the coast are Te Paraoa and Takaihuahua, coastal fishing pā of the Tapuika rangatira Paruhiterangi built above the sand dunes overlooking the sea. Paruhiterangi gifted the two pā to another iwi who had recently arrived in the district. According to Tapuika tradition, many years later Te Koata, seeking revenge for the killing of his father at Te Karaka, a short distance inland on the Kaituna River, reclaimed the two pā for himself and his hapū.

The remnants of the pā can still be seen in the sand dunes today. Continuing further south along the coast is Te Tumu pā, once owned by Tapuika. The Te Tumu Battles of the mid 1830's focused on the taking of this pā.

From Te Paraoa to Te Tumu was the favourite fishing ground for Tapuika. A great variety of fish was caught from shore with an aho (fishing line). Kahawai was fished throughout the year. Juvenile kahu (kingfish) were fished during the summer months as they chased their prey in the shallow waters a short distance from the beach while tamure (snapper) were caught inshore from September to December. Kumukumu (gurnard) was favoured for its tastiness and was caught during the spring.

However the aua (yellow eyed mullet) was caught with kaharoa (large seine nets) made by Tapuika living inland. The base of the net was weighted down with mähē (sinkers) with hue (gourds) used as pōito or floats. The ends of the net were attached to a rākau (stick) with each end being dragged along the bottom of the sand trapping the fish as the ends of the nets came

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2: STATEMENTS OF ASSOCIATION

together. This method of netting fish could be also undertaken by using two waka. When sufficient fish were collected they would be divided up into individual piles for each family.

Just inland from the coast at Te Tumu is Papahikahawai. This was an area known for kahawai which would be trapped as they entered the Maketū estuary. A short distance south of Papahikahawai at the former mouth of the Kaituna River is Koaretaia the burial cave said to contain the bones of Tapuika, his son Makahae and other rangatira of Tapuika.

A short distance from Koaretaia are the cliffs of Maketū. The base of these cliffs is strewn with rocks. This area is prone to swift currents with waves lashing against the rock-strewn beach. This was a favoured area for kina and juvenile kuku (mussels) clinging to the rocks there. However due to the strong currents only the strongest of swimmers would dive for the larger kina further out from the beach.

Further out from the cliffs in deeper waters was a favoured fishing ground for crayfish. Koura tāruke (crayfish pots) filled with bait were used to catch crayfish. The pots were made from young mānuka stems, which were bent around a frame of kareao (supplejack) vine and mānuka, and then tied with harakeke (flax).

Continuing south is the headland of Maketū, known as Te Ōkureitanga o Tamatekapua. It is a well-known land mark that protrudes out to the sea. As the Te Arawa waka travelled towards Maketū, Tamatekapua, the captain of the waka and a key ancestor for many Arawa iwi, claimed the headland by naming it after the bridge of his nose. Around the headland of Ōkurei (the shortened name for the peninsula) west of Maketū, the waters were known for particularly large and juicy kuku. While gathering these kuku was a challenge, the taste of the mussels out from the beach made it worthwhile.

Below the headland, the cliffs descend onto a rock strewn beach, where the waters of the Little Waihi estuary flow out to sea. The estuary here is known for the abundance of shellfish including pipi and oysters. On the western side of the estuary the lagoon was known for patiki (flounder).

The headland separates Maketū from Little Waihi. On the western side of the headland above the cliffs overlooking the sea is the ancient Tapuika pā Mataitangaroa. Further around overlooking Little Waihi Estuary is Ōwhara the pā owned by Ngākōhua, the eldest son of the Ruangutu a veritable chief of Tapuika during the 1500's. It was Ngākōhua who gifted Ōwhara pā to his cousin Tamapahore and his tribe. Eventually both Mataitangaroa and Ōwhara would pass into the hands of the tribe of Tamapahore through conquest.

The area above the headland is a wāhi tapu burial ground of Tapuika and Te Arawa filled with the many warriors who fought to retain possession of Maketū and Little Waihi Estuary. After many generations both Maketū and Little Waihi would return to the ownership of the tribes of Te Arawa. The Tapuika lands at Waewaetutuki are on the western side of Maketū and the Little Waihi Estuary.

3 DEED OF RECOGNITION

THIS DEED is made by **THE CROWN** acting by the Minister of Conservation and the Director-General of Conservation

1 INTRODUCTION

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

1.1.1 Tapuika; and

1.1.2 Tapuika Iwi Authority Trust (the governance entity).

1.2 In the deed of settlement, the settling group made statements of the settling group's particular cultural, spiritual, historical, and traditional association with the following areas (the statutory areas):

1.2.1 Part Taumata Scenic Reserve (Ngatokaturua) (as shown on deed plan OTS-209-16);

1.2.2 Kiwi Stream Conservation Area (as shown on deed plan OTS-209-17);

1.2.3 Maketū Conservation Area (as shown on deed plan OTS-209-19);

1.2.4 Part Whataroa Road Conservation Area (Kaiakatia) (as shown on deed plan OTS-209-20);

1.2.5 Part Ruato Stream Conservation Area (as shown on deed plan OTS-209-21);

1.2.6 Mangorewa Scenic Reserve (as shown on deed plan OTS-209-22);

1.2.7 Part Mangorewa Ecological Area (as shown on deed plan OTS-209-23);

1.2.8 Marginal strips located in the area of interest (as shown on deed plan OTS-209-25).

1.3 Those statements of association are –

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

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

1.4 The Crown has acknowledged the statements of association in the Tapuika Claims Settlement Act 2012, being the settlement legislation that gives effect to the deed of settlement.

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3: DEED OF RECOGNITION

2 CONSULTATION

- 2.1 The Minister of Conservation and the Director-General of Conservation must, if undertaking an activity specified in clause 2.2 in relation to a statutory area, consult and have regard to the views of the governance entity concerning the settling group's association with that statutory area as described in a statement of association.
- 2.2 Clause 2.1 applies to each of the following activities (the identified activities):
- 2.2.1 preparing a conservation management strategy, or a conservation management plan, under the Conservation Act 1987 or the Reserves Act 1977;
 - 2.2.2 preparing a national park management plan under the National Parks Act 1980;
 - 2.2.3 preparing a non-statutory plan, strategy, programme, or survey in relation to a statutory area that is not a river for any of the following purposes:
 - (a) to identify and protect wildlife or indigenous plants;
 - (b) to eradicate pests, weeds, or introduced species;
 - (c) to assess current and future visitor activities;
 - (d) to identify the appropriate number and type of concessions;
 - 2.2.4 preparing a non-statutory plan, strategy, or programme to protect and manage a statutory area that is a river;
 - 2.2.5 locating or constructing structures, signs, or tracks.
- 2.3 The Minister and the Director-General of Conservation must, when consulting the governance entity under clause 2.1, provide the governance entity with sufficient information to make informed decisions.

3 LIMITS

- 3.1 This deed –
- 3.1.1 relates only to the part or parts of a statutory area owned and managed by the Crown; and
 - 3.1.2 does not require the Crown to undertake, increase, or resume any identified activity; and
 - 3.1.3 does not prevent the Crown from not undertaking, or ceasing to undertake, any identified activity; and
 - 3.1.4 is subject to the settlement legislation.

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3: DEED OF RECOGNITION

4 TERMINATION

- 4.1 This deed terminates in respect of a statutory area, or part of it, if -
- 4.1.1 the governance entity, the Minister of Conservation, and the Director-General of Conservation agree in writing; or
 - 4.1.2 the relevant area is disposed of by the Crown; or
 - 4.1.3 responsibility for the identified activities in relation to the relevant area is transferred from the Minister or the Director-General of Conservation to another Minister and/or Crown official.
- 4.2 If this deed terminates under clause 4.1.3 in relation to an area, the Crown will take reasonable steps to ensure the governance entity continues to have input into any identified activities in relation to the area with the new Minister and/or Crown official responsible for that activity.

5 NOTICES

- 5.1 Notices to the governance entity and the Crown are to be given under this deed in accordance with part 4 of the general matters schedule to the deed of settlement, except that the Crown's address where notices are to be given is -

Area Manager,
Department of Conservation,
253 Chadwick Road
Greerton West
PO Box 9003
TAURANGA 3112.

6 AMENDMENT

- 6.1 This deed may be amended only by written agreement signed by the governance entity and the Minister of Conservation and the Director-General of Conservation.

7 NO ASSIGNMENT

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

8 DEFINITIONS

- 8.1 In this deed -

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

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

deed of settlement means the deed of settlement dated 16 December 2012 between Tapuika, the governance entity, and the Crown; and

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3: DEED OF RECOGNITION

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

governance entity has the meaning given to it by the deed of settlement; and

identified activity means each of the activities specified in clause 2.2; and

Minister means the Minister of Conservation; and

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

statement of association means each statement of association in the documents schedule to the deed of settlement and which is copied, for ease of reference, in the schedule to this deed; and

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

Tapuika has the meaning given to it by the deed of settlement; and

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

9 INTERPRETATION

9.1 The provisions of this clause apply to this deed's interpretation, unless the context requires a different interpretation.

9.2 Headings do not affect the interpretation.

9.3 A term defined by –

9.3.1 this deed has that meaning; and

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

9.4 All parts of speech and grammatical forms of a defined term have corresponding meanings.

9.5 The singular includes the plural and vice versa.

9.6 One gender includes the other genders.

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

9.8 A reference to -

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- 9.8.1 this deed or any other document means this deed or that document as amended, novated, or replaced; and
- 9.8.2 legislation means that legislation as amended, consolidated, or substituted.
- 9.9 If there is an inconsistency between this deed and the deed of settlement, the deed of settlement prevails.

SIGNED as a deed on [*date*]

SIGNED for and on behalf of
THE CROWN by –

The Minister of Conservation in the
presence of -

WITNESS

Name:

Occupation:

Address:

The Director-General of Conservation
in the presence of –

WITNESS

Name:

Occupation:

Address:

DOCUMENTS

3: DEED OF RECOGNITION

Schedule

Copies of Statements of Association

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

[statement of association]

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

[statement of association]

[Note that the copies of the Statements of Association will only be appended to the final version of the Deed of Recognition.]

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3: DEED OF RECOGNITION

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

1 INTRODUCTION

- 1.1 The Crown has granted this deed as part of the redress under a deed of settlement with –
- 1.1.1 Tapuika; and
 - 1.1.2 Tapuika Iwi Authority Trust (the governance entity).
- 1.2 In the deed of settlement, the Tapuika Iwi Authority Trust made statements of Tapuika's particular cultural, spiritual, historical, and traditional association with the Kaituna River (to the extent it falls within the area of interest) (as shown on deed plan OTS-209-26) (the statutory area).
- 1.3 Those statements of association are –
- 1.3.1 in the documents schedule to the deed of settlement; and
 - 1.3.2 copied, for ease of reference, in the schedule to this deed.
- 1.4 The Crown has acknowledged the statements of association in the Tapuika Claims Settlement Act 2012, being the settlement legislation that gives effect to the deed of settlement.

2 CONSULTATION

- 2.1 The Commissioner of Crown Lands will, if undertaking an activity specified in clause 2.2 in relation to a statutory area, consult and have regard to the views of the governance entity concerning the settling group's association with that statutory area as described in the statement of association.
- 2.2 Clause 2.1 applies to each of the following activities (the identified activities):
- 2.2.1 considering an application for a right of use or occupation (including renewing such a right):
 - 2.2.2 preparing a plan, strategy, or programme for protection and management:
 - 2.2.3 conducting a survey to identify the number and type of uses that may be appropriate:
 - 2.2.4 preparing a programme to eradicate noxious flora and fauna.
- 2.3 The Commissioner of Crown Lands will, when consulting the governance entity under clause 2.1, -

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- 2.3.1 provide the governance entity with sufficient information to make informed decisions, and
- 2.3.2 inform the governance entity of an application referred to in clause 2.2.1, but may withhold commercially sensitive information and material included within, or relating to, the application.

3 LIMITS

3.1 This deed –

- 3.1.1 relates only to the part or parts of a statutory area owned and managed by the Crown; and
- 3.1.2 if it relates to a river -
 - (a) it does not relate to the waters of the river; and
 - (b) it relates only to the part or parts of the bed of the river that -
 - (i) are owned and managed by the Crown; and
 - (ii) are not land that the waters of the river do not cover at its fullest flow without overlapping its banks; and
 - (iii) are not the bed of an artificial watercourse or tributary; and
- 3.1.3 does not require the Crown to undertake, increase, or resume any identified activity; and
- 3.1.4 does not prevent the Crown from not undertaking, or ceasing to undertake, any identified activity; and
- 3.1.5 is subject to the settlement legislation; and
- 3.1.6 does not affect, and may not be taken into account by, any person exercising a power or performing a function or duty under legislation or a bylaw; and
- 3.1.7 does not affect the lawful rights or interests of any person; or
- 3.1.8 grant, create or provide evidence of an estate or interest in, or rights relating to, a statutory area; and
- 3.1.9 does not prevent the Crown from entering into a Deed of Recognition with a person or persons other than the governance entity in relation to a statutory area.

4 TERMINATION

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

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3: DEED OF RECOGNITION

- 4.1.1 the governance entity and the Commissioner of Crown Lands agree in writing; or
- 4.1.2 the relevant area is disposed of by the Crown; or
- 4.1.3 responsibility for the identified activities in relation to the relevant area is transferred from the Commissioner of Crown Lands to another Crown official or Minister.

4.2 If this deed terminates under clause 4.1.3 in relation to an area, the Crown will take reasonable steps to ensure the governance entity continues to have input into any identified activities in relation to the area with the new Crown official or Minister responsible for that activity.

5 NOTICES

5.1 Notices to the governance entity and the Crown are to be given under this deed in accordance with part 4 of the general matters schedule to the deed of settlement, except that the Crown's address where notices are to be given is -

Commissioner of Crown Lands
LINZ
155 The Terrace
Private Bag 5501
WELLINGTON

6 AMENDMENT

6.1 This deed may be amended only by written agreement signed by the governance entity and the Commissioner of Crown Lands.

7 NO ASSIGNMENT

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

8 DEFINITIONS

8.1 In this deed -

Commissioner of Crown Lands means the Commissioner of Crown Lands appointed under section 24AA of the Land Act 1948; and

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

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

deed of settlement means the deed of settlement dated 16 December 2012 between Tapuika, the governance entity, and the Crown; and

governance entity has the meaning given to it by the deed of settlement; and

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identified activities means the activities specified in clause 2.2; and

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

statement of association means each statement of association in the documents schedule to the deed of settlement and which is copied, for ease of reference, in the schedule to this deed; and

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

Tapuika has the meaning given to it by the deed of settlement; and

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

9 INTERPRETATION

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

9.2 Headings do not affect the interpretation.

9.3 A term defined by –

9.3.1 this deed has that meaning; and

9.3.2 the deed of settlement, or the settlement legislation, but not by this deed, has that meaning where used in this deed.

9.4 All parts of speech and grammatical forms of a defined term have corresponding meanings.

9.5 The singular includes the plural and vice versa.

9.6 One gender includes the other genders.

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

9.8 A reference to –

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

9.8.2 legislation means that legislation as amended, consolidated, or substituted.

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

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3: DEED OF RECOGNITION

SIGNED as a deed on [*date*]

SIGNED for and on behalf of
THE CROWN by –

The Commissioner of Crown Lands in the
presence of - _____

WITNESS

Name:

Occupation:

Address:

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Schedule

Copies of Statements of Association

Kaituna River (as shown on deed plan OTS-209-26)

[statement of association]

[Note that a copy of the Statement of Association will only be appended to the final version of the Deed of Recognition.]

4 PROTOCOLS

TAONGA TŪTURU PROTOCOL

A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER FOR ARTS, CULTURE AND HERITAGE REGARDING INTERACTION WITH TAPUIKA ON SPECIFIED ISSUES

1 INTRODUCTION

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

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Waitangi and its principles. The principles of Te Tiriti o Waitangi/the Treaty of Waitangi provide the basis for the relationship between the parties to this Protocol, as set out in this Protocol.

- 1.4 The purpose of the Protected Objects Act 1975 ("the Act") is to provide for the better protection of certain objects by, among other things, regulating the export of Taonga Tūturu, and by establishing and recording the ownership of Ngā Taonga Tūturu found after the commencement of the Act, namely 1 April 1976.
- 1.5 The Minister and Chief Executive have certain roles in terms of the matters mentioned in clause 1.1. In exercising such roles, the Minister and Chief Executive will provide the governance entity with the opportunity for input, into matters set out in clause 1.1, as set out in clauses 5 to 11 of this Protocol.

2 PROTOCOL AREA

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

3 TERMS OF ISSUE

- 3.1 This Protocol is issued pursuant to section 217 of the Settlement Legislation that implements the clause of 5.106.2 Tapuika Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.
- 3.2 This Protocol must be read subject to the summary of the terms of issue set out in Attachment B.

4 IMPLEMENTATION AND COMMUNICATION

- 4.1 The Chief Executive will maintain effective communication with the governance entity by:
 - 4.1.1 maintaining information provided by the governance entity on the office holders of the governance entity and their addresses and contact details;
 - 4.1.2 discussing with the governance entity concerns and issues notified by the governance entity about this Protocol;
 - 4.1.3 as far as reasonably practicable, providing opportunities for the governance entity to meet with relevant Ministry managers and staff;
 - 4.1.4 meeting with the governance entity to review the implementation of this Protocol at least once a year, if requested by either party;
 - 4.1.5 as far as reasonably practicable, training relevant employees within the Ministry on this Protocol to ensure that they are aware of the purpose, content and implications of this Protocol and of the obligations of the Chief Executive under it;
 - 4.1.6 as far as reasonably practicable, inform other organisations with whom it works, central government agencies and stakeholders about this Protocol and provide ongoing information; and
 - 4.1.7 including a copy of the Protocol with the governance entity on the Ministry's website.

5 THE ROLE OF THE CHIEF EXECUTIVE UNDER THE ACT

General

5.1 The Chief Executive has certain functions, powers and duties in terms of the Act and will consult, notify and provide information to the governance entity within the limits of the Act. From the date this Protocol is issued the Chief Executive will:

5.1.1 notify the governance entity in writing of any Taonga Tūturu found within the Protocol Area or identified as being of Tapuika origin found anywhere else in New Zealand;

5.1.2 provide for the care, recording and custody of any Taonga Tūturu found within the Protocol Area or identified as being of Tapuika origin found anywhere else in New Zealand;

5.1.3 notify the governance entity in writing of its right to lodge a claim with the Chief Executive for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Tapuika origin found anywhere else in New Zealand;

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

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

Ownership of Taonga Tūturu found in Protocol Area or identified as being of Tapuika origin found elsewhere in New Zealand

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

5.3 If there is a competing claim or claims lodged in conjunction with the governance entity's claim of ownership, the Chief Executive will consult with the governance entity for the purpose of resolving the competing claims, and if satisfied that a resolution has been agreed to, and is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.

5.4 If the competing claims for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Tapuika origin found anywhere else in New Zealand, cannot be resolved, the Chief Executive at the request of the governance entity may facilitate an application to the Māori Land Court for determination of ownership of the Taonga Tūturu.

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Custody of Taonga Tūturu found in Protocol Area or identified as being of Tapuika origin found elsewhere in New Zealand

- 5.5 If the governance entity does not lodge a claim of ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Tapuika origin found elsewhere in New Zealand with the Chief Executive, and where there is an application for custody from any other person, the Chief Executive will:
- 5.5.1 consult the governance entity before a decision is made on who may have custody of the Taonga Tūturu; and
 - 5.5.2 notify the governance entity in writing of the decision made by the Chief Executive on the custody of the Taonga Tūturu.

Export Applications

- 5.6 For the purpose of seeking an expert opinion from the governance entity on any export applications to remove any Taonga Tūturu of Tapuika origin from New Zealand, the Chief Executive will register the governance entity on the Ministry for Culture and Heritage's Register of Expert Examiners.
- 5.7 Where the Chief Executive receives an export application to remove any Taonga Tūturu of Tapuika origin from New Zealand, the Chief Executive will consult the governance entity as an Expert Examiner on that application, and notify the governance entity in writing of the Chief Executive's decision.

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

- 6.1 The Minister has functions, powers and duties under the Act and may consult, notify and provide information to the governance entity within the limits of the Act. In circumstances where the Chief Executive originally consulted the governance entity as an Expert Examiner, the Minister may consult with the governance entity where a person appeals the decision of the Chief Executive to:
- 6.1.1 refuse permission to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand; or
 - 6.1.2 impose conditions on the approval to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand;
- 6.2 The Ministry will notify the governance entity in writing of the Minister's decision on an appeal in relation to an application to export any Taonga Tūturu where the governance entity was consulted as an Expert Examiner.

7. EFFECTS ON TAPUIKA INTERESTS IN THE PROTOCOL AREA

- 7.1 The Chief Executive and governance entity shall discuss any policy and legislative development, which specifically affects Tapuika interests in the Protocol Area.
- 7.2 The Chief Executive and governance entity shall discuss any of the Ministry's operational activities, which specifically affect Tapuika interests in the Protocol Area.
- 7.3 Notwithstanding clauses 7.1 and 7.2, the Chief Executive and governance entity shall meet to discuss Tapuika interests in the Protocol Area as part of the meeting specified in clause 4.1.4.

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4: PROTOCOLS

8. REGISTRATION AS A COLLECTOR OF NGĀ TAONGA TŪTURU

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

9. BOARD APPOINTMENTS

- 9.1 The Chief Executive shall:
- 9.1.1 notify the governance entity of any upcoming ministerial appointments on Boards which the Minister for Arts, Culture and Heritage appoints to;
 - 9.1.2 add the governance entity's nominees onto Manatū Taonga/Ministry for Culture and Heritage's Nomination Register for Boards, which the Minister for Arts, Culture and Heritage appoints to; and
 - 9.1.3 notify the governance entity of any ministerial appointments to Boards which the Minister for Arts, Culture and Heritage appoints to, where these are publicly notified.

10. NATIONAL MONUMENTS, WAR GRAVES AND HISTORIC GRAVES

- 10.1 The Chief Executive shall seek and consider the views of the governance entity on any proposed major works or changes to any national monument, war grave or historic grave, managed or administered by the Ministry, which specifically relates to Tapuika interests in the Protocol Area.
- 10.2 Subject to government funding and government policy, the Chief Executive will provide for the marking and maintenance of any historic war grave identified by the governance entity, which the Chief Executive considers complies with the Ministry's War Graves Policy criteria; that is, a casualty, whether a combatant or non-combatant, whose death was a result of the armed conflicts within New Zealand in the period 1840 to 1872 (the New Zealand Wars).

11. HISTORY PUBLICATIONS RELATING TO TAPUIKA

- 11.1 The Chief Executive shall:
- 11.1.1 upon commencement of this protocol provide the governance entity with a list and copies of all history publications commissioned or undertaken by the Ministry that relates substantially to Tapuika; and
 - 11.1.2 where reasonably practicable, consult with the governance entity on any work the Ministry undertakes that relates substantially to Tapuika:
 - (a) from an early stage;
 - (b) throughout the process of undertaking the work; and
 - (c) before making the final decision on the material of a publication.
- 11.2 The governance entity accepts that the author, after genuinely considering the submissions and/or views of, and confirming and correcting any factual mistakes identified by the governance entity, is entitled to make the final decision on the material of the historical publication.

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

- 12.1 When the Chief Executive requests cultural and/or spiritual practices to be undertaken by Tapuika within the Protocol Area, the Chief Executive will invite the governance entity to provide such services. Where the Chief Executive has invited the governance entity to provide such services, the Chief Executive will make a contribution, which the Chief Executive considers is reasonable in the circumstances, the amount of which will be discussed with the governance entity at the time of the invitation.
- 12.2 Where appropriate, the Chief Executive will consider using the governance entity as a provider of professional services relating to cultural advice, historical and commemorative services sought by the Chief Executive.
- 12.3 The procurement by the Chief Executive of any such services set out in clauses 12.1 and 12.2 is subject to the Government's Mandatory Rules for Procurement by Departments, all government good practice policies and guidelines, and the Ministry's purchasing policy.

13. CONSULTATION

- 13.1 Where the Chief Executive is required to consult under this Protocol, the basic principles that will be followed in consulting with the governance entity in each case are:
- 13.1.1 ensuring that the governance entity is consulted as soon as reasonably practicable following the identification and determination by the Chief Executive of the proposal or issues to be the subject of the consultation;
- 13.1.2 providing the governance entity with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;
- 13.1.3 ensuring that sufficient time is given for the participation of the governance entity in the decision making process including the preparation of submissions by the governance entity in relation to any of the matters that are the subject of the consultation;
- 13.1.4 ensuring that the Chief Executive will approach the consultation with the governance entity with an open mind, and will genuinely consider the submissions of the governance entity in relation to any of the matters that are the subject of the consultation; and
- 13.1.5 report back to the governance entity, either in writing or in person, in regard to any decisions made that relate to that consultation.

14 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

- 14.1 If the Chief Executive consults with Māori generally on policy development or any proposed legislative amendment to the Act that impacts upon this Protocol, the Chief Executive shall:
- 14.1.1 notify the governance entity of the proposed policy development or proposed legislative amendment upon which Māori generally will be consulted;
- 14.1.2 make available to the governance entity the information provided to Māori as part of the consultation process referred to in this clause; and

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

15. DEFINITIONS

15.1 In this Protocol:

Chief Executive means the Chief Executive of Manatū Taonga also known as the Ministry for Culture and Heritage and includes any authorised employee of Manatū Taonga also known as the Ministry for Culture and Heritage acting for and on behalf of the Chief Executive

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

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

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

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

governance entity means the trustees for the time being of the Tapuika Iwi Authority Trust in their capacity as trustees of the trust.

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

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

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

an object that—

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

Tapuika has the meaning set out in clause 8.5 of the Deed of Settlement.

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4: PROTOCOLS

ISSUED on

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

WITNESS

Name:

Occupation:

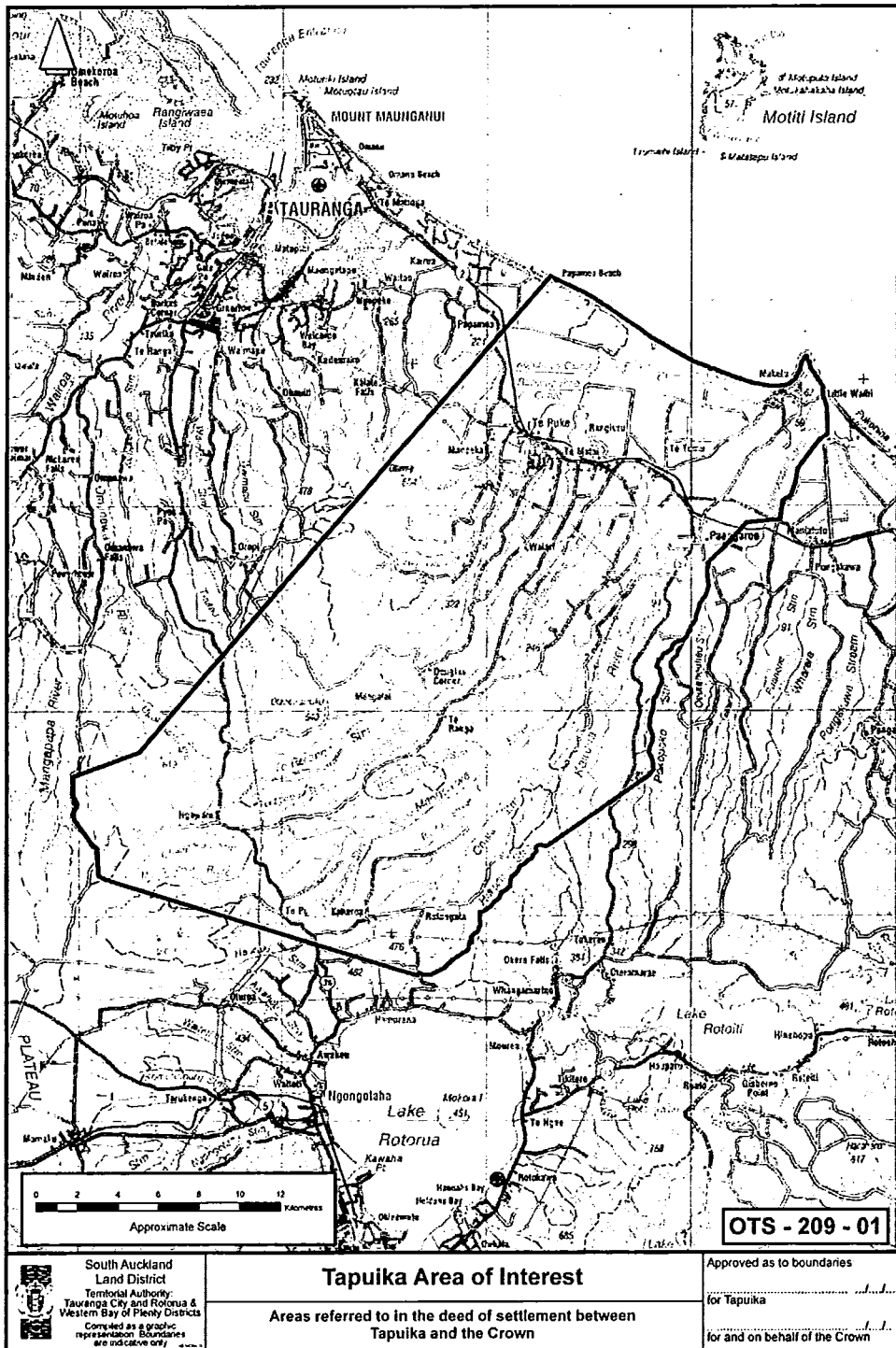
Address:

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ATTACHMENT A

THE MINISTRY FOR CULTURE AND HERITAGE PROTOCOL AREA



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ATTACHMENT B

SUMMARY OF THE TERMS OF ISSUE

This Protocol is subject to the Deed of Settlement and the Settlement Legislation. A summary of the relevant provisions is set out below.

1. AMENDMENT AND CANCELLATION

1.1 The Minister may amend or cancel this Protocol, but only after consulting with the governance entity and having particular regard to its views (section 212).

2. LIMITS

2.1 This Protocol does not -

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

(a) introducing legislation; or

(b) changing government policy; or

(c) issuing a Protocol to, or interacting or consulting with anyone the Crown considers appropriate, including any iwi, hapū, marae, whānau, or representative of tangata whenua (section 213(a)); or

2.1.2 restrict the responsibilities of the Minister or the Ministry or the legal rights of Tapuika or a representative entity (section 213(b) and section 213(c)); or

2.1.3 grant, create, or provide evidence of an estate or interest in, or rights relating to, taonga tūturu.

3. BREACH

3.1 Subject to the Crown Proceedings Act 1950, the governance entity may enforce this Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (section 214(3)).

3.2 A breach of this Protocol is not a breach of the Deed of Settlement (clause 214).

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4: PROTOCOLS

CROWN MINERALS PROTOCOL

PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF ENERGY AND RESOURCES REGARDING CONSULTATION WITH TAPUIKA BY THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT ON THE ADMINISTRATION OF CROWN OWNED MINERALS

1 INTRODUCTION

- 1.1 Under the Deed of Settlement dated 16 December 2012 between Tapuika and the Crown (the “**Deed of Settlement**”), the Crown agreed that the Minister of Energy and Resources (the “**Minister**”) would issue a Protocol (the “**Crown Minerals Protocol**”) setting out how the Ministry of Business, Innovation and Employment (the “**Ministry**”) will consult with the Tapuika Governance Entity (the “**Governance Entity**”) on matters specified in the Crown Minerals Protocol.
- 1.2 Both the Ministry and Tapuika are seeking a meaningful and constructive relationship based on the principles of Te Tiriti o Waitangi/the Treaty of Waitangi.
- 1.3 The purpose of the Crown Minerals Act 1991 (the “**Act**”) is to restate and reform the law relating to the management of Crown owned minerals. Section 4 of the Act requires all persons exercising functions and powers under the Act to have regard to the principles of Te Tiriti o Waitangi/the Treaty of Waitangi.
- 1.4 The Minister is responsible under the Act for the preparation of mineral programmes, the granting of minerals permits, and monitoring the effect and implementation of minerals programmes and minerals permits. The Ministry administers the Act on behalf of the Minister.
- 1.5 This Crown Minerals Protocol will affect the Ministry’s administration of Crown owned minerals under the Act in the Crown Minerals Protocol Area.

2 PURPOSE OF THIS PROTOCOL

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

3 PROTOCOL AREA

- 3.1 This Crown Minerals Protocol applies across the Crown Minerals Protocol Area which means the area identified in the map included in Attachment A of this Crown Minerals Protocol together with the waters (including foreshore and seabed) of the coastal areas adjacent to the coastal boundary shown on that map within the Territorial Sea (as defined in the Territorial Sea, Contiguous Zone, and Exclusive Economic Zone Act 1977).

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4 TERMS OF ISSUE

- 4.1 This Crown Minerals Protocol is issued pursuant to section 216 of The Tapuika Claims Settlement Act 2012 (the "**Settlement Legislation**") that implements clause 5.108 of the Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.
- 4.2 This Crown Minerals Protocol must be read subject to the terms of issue set out in Attachment B.

5 CONSULTATION

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

New minerals programmes

- 5.1.1 on the preparation of new minerals programmes which relate, whether wholly or in part, to the Crown Minerals Protocol Area;

Petroleum exploration permit block offers

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

Other petroleum exploration permit applications

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

Amendments to petroleum exploration permits

- 5.1.4 when any application to amend a petroleum exploration permit, by extending the land to which the permit relates, is received where the application relates, wholly or in part, to the Crown Minerals Protocol Area;

Permit block offers for Crown owned minerals other than petroleum

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

Other permit applications for Crown owned minerals other than petroleum

- 5.1.6 when any application for a permit in respect of Crown owned minerals other than petroleum is received, which relates, whether wholly or in part, to the Crown Minerals Protocol Area, except where the application relates to a block offer over which consultation has already taken place under clause 5.1.5 or where the application relates to newly available acreage;

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Newly available acreage

- 5.1.7 when the Secretary proposes to recommend that the Minister grant an application for a permit for newly available acreage in respect of minerals other than petroleum, which relates, whether wholly or in part, to the Crown Minerals Protocol Area; and

Amendments to permits for Crown owned minerals other than petroleum

- 5.1.8 when any application to amend a permit in respect of Crown owned minerals other than petroleum, by extending the land or minerals covered by an existing permit is received, where the application relates, wholly or in part, to the Crown Minerals Protocol Area.
- 5.2 Each decision on a proposal referred to in clause 5.1 will be made having regard to any matters raised as a result of consultation with the Governance Entity, and having regard to the principles of Te Tiriti o Waitangi/ the Treaty of Waitangi.

6 CULTURAL ADVICE

- 6.1 The Governance Entity are obliged under tikanga to provide the Crown advice and assistance in matters of traditional values and tikanga associated with the Crown Minerals Protocol Area.

7 IMPLEMENTATION AND COMMUNICATION

- 7.1 The Crown has an obligation under the Act (as provided for in minerals programmes) to consult with parties whose interests may be affected by matters described in clause 5.1 of this Crown Minerals Protocol. The Ministry will consult with the Governance Entity in accordance with this Crown Minerals Protocol and in accordance with the relevant minerals programme if matters described in clause 5.1 of this Crown Minerals Protocol Area may affect the interests of Tapuika.
- 7.2 The basic principles that will be followed by the Ministry in consulting with the Governance Entity in each case are:
- 7.2.1 ensuring that the Governance Entity is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues in relation to any matters under clause 5 of this Crown Minerals Protocol;
- 7.2.2 providing the Governance Entity with sufficient information to make informed decisions and submissions in relation to any of the matters described in clause 5 of this Crown Minerals Protocol;
- 7.2.3 ensuring that sufficient time is given for the participation of the Governance Entity in the decision making process and the consideration by the Governance Entity of its submissions in relation to any of the matters described in clause 5 of this Crown Minerals Protocol; and
- 7.2.4 ensuring that the Ministry will approach the consultation with the Governance Entity with an open mind, and will genuinely consider the submissions of the Governance Entity in relation to any of the matters described in clause 5 of this Crown Minerals Protocol.

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4: PROTOCOLS

- 7.3 Where the Ministry is required to consult the Governance Entity as specified in clause 6.1, the Ministry will report back in writing to the Governance Entity on the decision made as a result of such consultation.
- 7.4 The Ministry will seek to fulfil its obligations under this Crown Minerals Protocol by:
- 7.4.1 maintaining information on the Governance Entity's address and contact details as provided from time to time by the Governance Entity;
 - 7.4.2 as far as reasonably practicable, ensuring relevant employees within the Ministry are aware of the purpose, content and implications of this Crown Minerals Protocol;
 - 7.4.3 nominating relevant employees to act as contacts with the Governance Entity in relation to issues concerning this Crown Minerals Protocol; and
 - 7.4.4 providing the Governance Entity with the names of the relevant employees who will act as contacts with the Governance Entity in relation to issues concerning this Crown Minerals Protocol.

8 DEFINITIONS

- 8.1 In this Crown Minerals Protocol:

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

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

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

Deed of Settlement means the Deed of Settlement dated 16 December 2012 between the Crown, Tapuika, and the Tapuika Iwi Authority Trust;

Governance Entity means the trustees for the time being of the Tapuika Iwi Authority Trust, in their capacity as trustees of the trust;

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

Minister means the Minister of Energy and Resources;

Ministry means the Ministry of Business, Innovation and Employment;

Newly available acreage has the meaning provided in clause 3.5 of the Minerals Programme for Minerals (Excluding Petroleum) 2008;

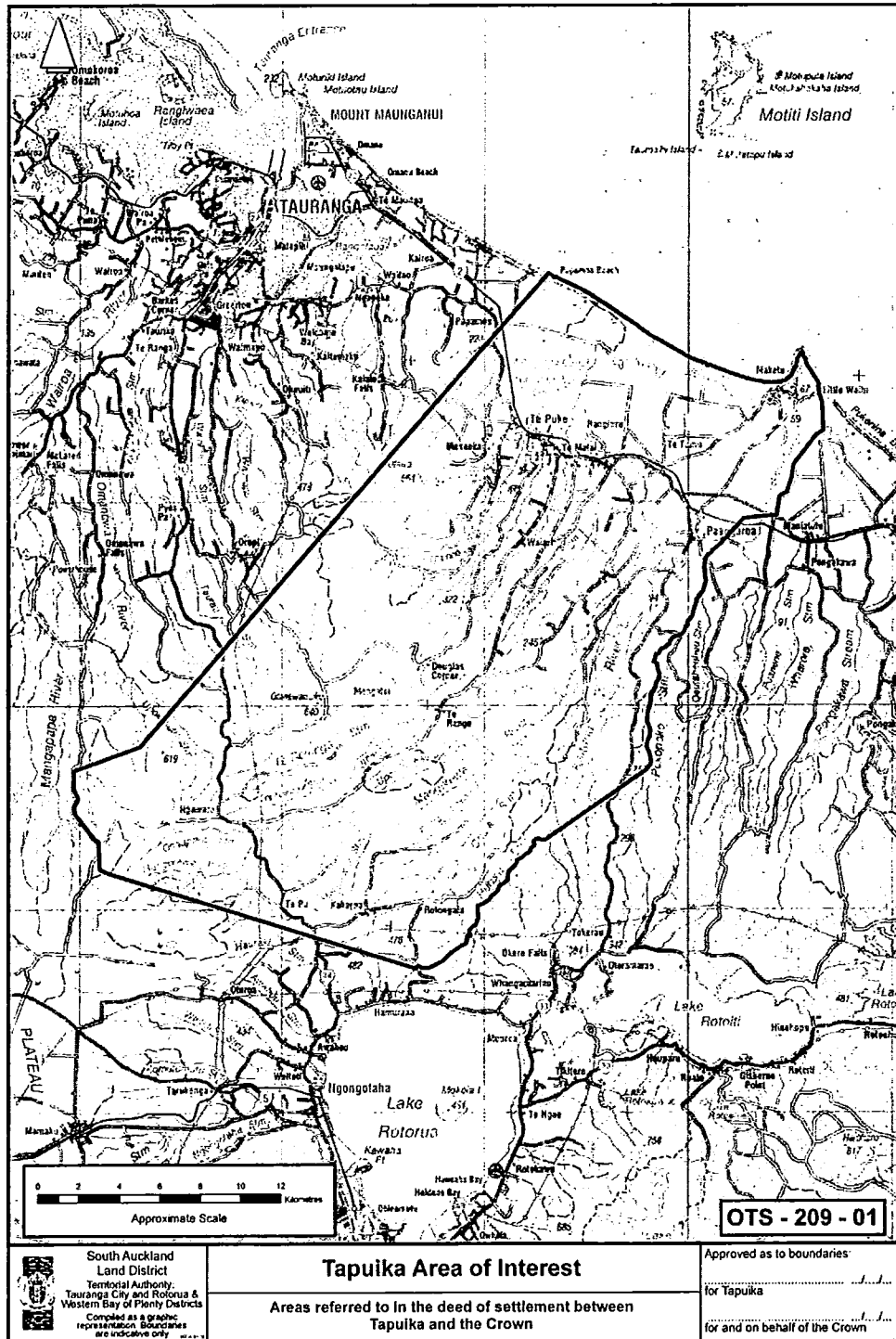
Petroleum means:

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ATTACHMENT A

CROWN MINERALS PROTOCOL AREA



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ATTACHMENT B

SUMMARY OF THE TERMS OF ISSUE

This Protocol is subject to the Deed of Settlement and the Settlement Legislation. A summary of the relevant provisions is set out below.

1. Amendment and cancellation

1.1 The Minister may amend or cancel this Protocol, but only after consulting with the governance entity and having particular regard to its views (section 212).

2. Limits

2.1 This Protocol does not -

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

- (a) introducing legislation; or
- (b) changing government policy; or
- (c) issuing a Protocol to, or interacting or consulting with anyone the Crown considers appropriate, including any iwi, hapu, marae, whanau, or representative of tangata whenua (section 213(a)); or

2.1.2 restrict the responsibilities of the Minister or the Ministry or the legal rights of Tapuika or a representative entity (sections 213(b) and 213(c)); or

2.1.3 grant, create, or provide evidence of an estate or interest in, or rights relating to, taonga tuturu; or

2.1.4 affect any interests under the Marine and Coastal Area (Takutai Moana) Act 2011.

3. Breach

3.1 Subject to the Crown Proceedings Act 1950, the governance entity may enforce this Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (section 214(3)).

3.2 A breach of this Protocol is not a breach of the Deed of Settlement (clause 5.116).

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5 RELATIONSHIP AGREEMENT

CONSERVATION RELATIONSHIP AGREEMENT

Te Kaitaka a Whakatauterangi

Agreed by

The Crown, through the Minister of Conservation and the Director-General of Conservation

And

Tapuika, through the Tapuika Deed of Settlement

1. PURPOSE OF THIS CONSERVATION RELATIONSHIP AGREEMENT

- 1.1 This Conservation Relationship Agreement ("Agreement") sets out how the Department of Conservation (the "Department") and the Tapuika Iwi Authority Trust will work together in fulfilling the agreed strategic objectives across the Tapuika Agreement Area. It is a framework to foster the development of a positive, collaborative and enduring relationship into the future between Tapuika and the Department of Conservation.
- 1.2 The terms of the Tapuika Deed of Settlement apply to this Agreement and should be read as part of this Agreement.
- 1.3 This Agreement shall apply within the Tapuika rohe, referred to as the "Tapuika Agreement Area".

2. ROLES AND RESPONSIBILITIES

Joint Objectives

- 2.1 Tapuika, the Minister and the Director-General are committed to the restoration and protection of the health and wellbeing of the Tapuika Agreement Area, for present and future generations.
- 2.2 Te Takapū o Tapuika was established by Tia the father of Tapuika prior to the landing of the Te Arawa waka at Maketu, through traditional tikanga practice of te taumau: "Mai i nga pae maunga ki te toropuke e tu kau mai ra ki te awa e rere mai ana, waiho te whenua ko Te Takapū o Taku tamaiti, a Tapuika" thus establishing Tapuika mana whenua, mana moana.

Tapuika relationship with the natural environment is part of the interconnected spiritual and ancestral association of people, place, history and identity. Tribal knowledge and traditional responsibilities of kaitiakitanga (guardianship) include the protection and sustainability of natural resources and mauri or life force. The overarching value of consistency is to ensure these taonga tuku iho o nga tupuna (treasures handed down for the ancestors) are available to future generations as captured in the whakatauaki (proverb)

"Kia whakamana te takapu o Tapuika, kia tu tika ai te oranga mo nga whakatapuranga kia puawai".

Minister, Director-General and Department of Conservation

- 2.3 The Department administers 24 Acts and has functions under a number of other Acts. Its functions include managing "for conservation purposes, all land, and all other natural and

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5: RELATIONSHIP AGREEMENT

historic resources” under the Conservation Legislation. This must be interpreted and administered so as to give effect to the principles of the Treaty of Waitangi, to the extent that those principles are consistent with the Conservation Legislation.

3. STRATEGIC COLLABORATION AND SPECIFIC PROJECTS

- 3.1 As soon as is practicable after the signing of this Agreement the parties will meet to agree long-term strategic objectives for their relationship.
- 3.2 Thereafter, the Governance Entity will meet with senior staff of the Department (including the relevant Conservator and the relevant Area Manager) within the Tapuika Agreement Area at least once a year. At these meetings, the parties will determine whether meetings involving senior managers of the Department and the Governance Entity are required on particular issues.
- 3.3 The Governance Entity and the Department undertake separate business planning processes prior to the beginning of each new financial year. These business planning processes determine Tapuika's and the Department's work priorities and commitments for the year. For the Department, business planning processes largely sit with Area Managers. The relevant Area Manager(s) and representatives of the Governance Entity will meet at an early stage in their annual business planning processes to;
 - 3.3.1 discuss priorities and commitments for the new financial year;
 - 3.3.2 discuss timeframes for the development of annual work programmes; and
 - 3.3.3 identify potential specific projects to be undertaken together or separately which are consistent with the strategic objectives for the relationship.
- 3.4 If a specific project is undertaken, the Department and the Governance Entity will determine the nature of their collaboration on that project which may include finalising a work plan for that project. If a specific project is not undertaken, the parties will advise one another of the reason(s) for this.
- 3.5 As part of annual discussions, and as part of ongoing dialogue, the parties will advise each other of:
 - 3.5.1 any significant changes that have occurred or are proposed (including structural, legislative, policy or administrative changes) regarding how either party is working in the Tapuika Agreement Area; and
 - 3.5.2 potential opportunities for applying for funding for conservation purposes from external sources (either jointly or individually with the support of the other party).
- 3.6 Each year, the parties will provide a letter or similar form of written advice to the other that describes the work that party has carried out in that financial year to achieve the strategic objectives for the relationship.

Planning documents

- 3.7 The Department and the Governance Entity will meet to identify and seek to address issues affecting Tapuika at an early stage (before public consultation, if any, and throughout the process) in the preparation, review or amendment of any Statutory Planning Document within the Tapuika Agreement Area.

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5: RELATIONSHIP AGREEMENT

4. FRESHWATER FISHERIES

- 4.1 Tapuika and the Department share aspirations for conservation of freshwater fisheries within the Tapuika Agreement Area.
- 4.2 The Department's statutory functions include the preservation, as far as practicable, of all indigenous freshwater fisheries, and the protection of recreational freshwater fisheries and their habitats. The Department is responsible for the regulation of whitebait fishing under the Whitebait Regulations. Its work also focuses on national priority fisheries and habitats that are located on public conservation land, national priority species and biosecurity issues. In all other areas, advocacy for the conservation of freshwater fisheries is undertaken primarily through Resource Management Act processes.
- 4.3 The parties will co-operate in the conservation of freshwater fisheries and freshwater habitats. Establishing freshwater aims in the strategic objectives for the relationship will ensure that actions towards these are integrated into the annual business planning processes. These actions may include: areas for co-operation in the protection, restoration and enhancement of riparian vegetation and habitats; and the development or implementation of research and monitoring programmes.
- 4.4 The Department acknowledges that Tapuika has a customary interest in whitebait fisheries in the Tapuika Agreement Area and that section 26ZH of the Conservation Act 1987 permits the iwi members to fish for whitebait outside the season set by the Whitebait Fishing Regulations 1994.
- 4.5 The Governance Entity and the Department will consult on guidelines to enable the Department to undertake its compliance and enforcement roles relating to whitebait fishing in the Tapuika Agreement Area.

5. MARINE MAMMALS

- 5.1 All species of marine mammal occurring within New Zealand and New Zealand's fisheries waters are absolutely protected under the Marine Mammals Protection Act 1978. The Department has responsibilities for the protection, conservation and management of all marine mammals, including their disposal and the health and safety of its staff and any volunteers under its control, and the public.
- 5.2 The Department will advise Tapuika of marine mammal strandings within the Tapuika Agreement Area. A co-operative approach will be adopted between the Department and Tapuika to management of stranding events, including recovery of bone (including teeth and baleen) for cultural purposes and burial of marine mammals. The Department will make reasonable efforts to inform Tapuika before any decision is made to euthanase a marine mammal or gather scientific information.
- 5.3 Both the Department and Tapuika acknowledge the scientific importance of information gathered at strandings. Decisions concerning the exact nature of the scientific samples required and the subsequent disposal of the remains including their availability to Tapuika will depend on the species.
- 5.4 In principle common dolphins (*dolphus delphis*), long finned pilot whales (*globicephala melas*), and sperm whales (*physeter macrocephalus*) should be available to Tapuika for the recovery of bone once scientific data and samples have been collected. If there are reasons why this principle should not be followed, they must be discussed between the Department and Tapuika.

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- 5.5 Other species are either not commonly encountered in New Zealand waters or may frequently strand here but are rare elsewhere in the world. For these reasons both the Department and Tapuika agree their scientific value has first priority. In most instances bone from species referred to in clause 5.4 will be made available to Tapuika after autopsy if requested.
- 5.6 If Tapuika does not wish to recover bone or otherwise participate Tapuika will notify the Department whereupon the Department will take responsibility for disposing of the remains.
- 5.7 Subject to the prior agreement of the Conservator, where disposal of a dead stranded marine mammal is carried out by Tapuika trained disposal teams the Department will meet the reasonable costs incurred up to the estimated costs which would otherwise be incurred by the Department to carry out the disposal.
- 5.8 The Department and Tapuika will advise each other of authorised key contact people who will be available at short notice to consult on whether Tapuika wishes to be involved in a marine mammal stranding. The persons authorised by Tapuika will be authorised to make decisions on whether Tapuika will be involved in a marine mammal stranding.
- 5.9 The Department and Tapuika will discuss burial sites as part of the disposal process.
- 5.10 Where practicable the Department and Tapuika will develop a list of sites that may be used and a list of sites that may not be used for disposing of remains to meet health and safety requirements and avoid the possible violation of Tapuika tikanga.

6. STATUTORY AUTHORISATIONS

- 6.1 The strategic objectives for the relationship will guide the parties to determine appropriate engagement on Statutory Authorisations within the Tapuika Agreement Area.
- 6.2 As part of these strategic objectives, the Governance Entity and the Department will identify categories of statutory authorisations that may impact on the cultural, traditional and/or historic values of Tapuika. These categories will be reviewed on a continuing basis. In the identified categories the Department will advise and encourage all prospective applicants within the Tapuika Agreement Area to consult with the Governance Entity before filing their application. The Department will also consult the Governance Entity at an early stage on such categories of authorisations or renewal of authorisations within the Tapuika Agreement Area.
- 6.3 As the Department works within time limits to process statutory authorisations applications, at the earliest opportunity it will notify the Governance Entity (as part of the meetings referred to in paragraph 3.2) of the time frames for providing advice on impacts on the cultural, spiritual and historic values of Tapuika.
- 6.4 Prior to issuing statutory authorisations to carry out activities on land managed by the Department within the Tapuika Agreement Area, the Department will encourage communication between the applicant of the statutory authorisation and Tapuika;
- 6.5 When issuing or renewing statutory authorisations that give authority for other parties to manage land administered by the Department, the Department will:
- a. require the third parties to manage the land according to the standards of conservation best practice;

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5: RELATIONSHIP AGREEMENT

- b. encourage third parties to consult with Tapuika before using cultural information of Tapuika

6.6 It is expected that the strategic objectives for the relationship will guide the parties to determine potential opportunities for Tapuika to obtain statutory authorisations on public conservation land within the Tapuika Agreement Area, including concessions for cultural tours.

7. STATUTORY LAND MANAGEMENT

7.1 The strategic objectives for the relationship will guide the parties' engagement on statutory land management activities within the Tapuika Agreement Area. Tapuika has an ongoing interest in the range of statutory land management activities that are occurring within the Tapuika Agreement Area.

7.2 The Department and the Governance Entity will identify the categories of statutory land management activities that have potential to affect Tapuika cultural, spiritual, historic values and sites of significance, and where consultation is appropriate. This includes when: the Minister is considering vestings or management appointments for reserves held under the Reserves Act 1977; other management arrangements with third parties; changing reserve classifications; or land disposal.

7.3 Before vesting or making an appointment to control and manage a reserve under the Reserves Act for a Tapuika site of significance, the Department will discuss with the Governance Entity whether Tapuika wishes to be given such a vesting or appointment subject to agreed conditions (if any).

7.4 The Department will work at the Area Office level to provide for participation by the Governance Entity in conservation and management on marginal strips by:

- a. discussing, on a case by case basis and where the adjoining land is owned or managed by Tapuika, the potential for the Governance Entity to be appointed to manage marginal strips within the Tapuika Agreement Area under section 24H of the Conservation Act 1987;
- b. consulting with the Governance Entity where the Department is entering into arrangements with any third party that relate to the management of marginal strips within the Tapuika Agreement Area, where the adjoining land is owned by Tapuika or where sites of significance to Tapuika are located on, or affected by management or activities on, the marginal strip.

8. CULTURAL MATERIALS

8.1 The Department and the Governance Entity will develop and agree a Cultural Materials plan which will provide for the Governance Entity to enable Tapuika members to take and use plants and plant materials in accordance with the plan.

8.2 The plan will:

- 8.2.1 prescribe streamlined authorisation processes (including multi-site and multi-take permits) for Tapuika members to take Cultural Materials from public conservation land in the Tapuika Agreement Area to the extent permitted by the Conservation Legislation; and

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5: RELATIONSHIP AGREEMENT

- 8.2.2 identify sites, methods, conditions and quantities relating to the multi-site and multi-take permits set out in the plan.
- 8.3 When the Department and Tapuika agree on the taking of Cultural Materials under the plan, the Department should issue the required authorisations to the Governance Entity as provided for in the plan.
- 8.4 Appropriate Department experts and Tapuika experts in mātauranga Māori will take part in developing the Cultural Materials Plan.
- 8.5 The Governance Entity may propose that new species are included in the Cultural Materials Plan on an incremental basis and the Department will consult with Tapuika on the feasibility of the proposal.
- 8.6 The Department will consult with the Governance Entity to amend the Cultural Materials Plan:
- 8.6.1 if an unforeseen event (such as a fire) takes place that affects sites included in the plan;
 - 8.6.2 if, through monitoring, it is found that the impacts of a harvest under the plan is having a significant negative impact on the values for which the conservation land is held; or
 - 8.6.3 if there is a change in the status of a species under the plan (including if it is classified as threatened or at risk).
- 8.7 The Cultural Materials Plan will be reviewed at least once every five years, but will continue to confer on the Governance Entity the ability to enable Tapuika members to gather plants and plant materials as contemplated in clause 8.2.
- 8.8 The Department will consult the Governance Entity before undertaking any activity which may affect the ability of Tapuika members to collect plants or plant materials under the plan.
- 8.9 The Department will:
- 8.9.1 consult with the Governance Entity whenever there are requests from other persons to take plants and plant materials from the Tapuika Agreement Area;
 - 8.9.2 if requested by the Governance Entity, assist as far as reasonably practicable, Tapuika to obtain plants for propagation;
 - 8.9.3 provide, as far as reasonably practicable, ongoing advice to the Governance Entity on the establishment of its own cultivation areas, and managing and propagating plants; and
 - 8.9.4 waive any authorisation costs for plants or plant materials applications made by the Governance Entity.
- 8.10 The Department will, as far as reasonably practicable, provide the Governance Entity with access to Cultural Materials, which become available as a result of Department operations such as track maintenance or clearance, or culling of species, or where materials become available as a result of accidental death, through natural causes or otherwise.

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9. SITES OF SIGNIFICANCE

- 9.1 Both parties recognise that there are wahi tapu and sites of significance to Tapuika on lands managed under Conservation Legislation.
- 9.2 The Department will work with the Governance Entity to respect Tapuika values, tikanga and Kaitiakitanga attached to wahi tapu and other places of significance that have been identified in accordance with clause 9.3 on lands administered by the Department within the Tapuika Agreement Area by:
- a. discussing with Tapuika practical ways in which Tapuika can exercise kaitiakitanga over ancestral lands, natural and historic resources and other taonga managed by the Department within the Tapuika Agreement Area;
 - b. managing, in co-operation with Tapuika, sites of historic significance in to Tapuika according to standards of conservation practice which care for places of cultural heritage value, their structures, materials and cultural meaning as outlined in the International Council on Monuments and Sites (ICOMOS) New Zealand Charter 1983;
 - c. informing Tapuika if koiwi or taonga tūturu are found within the Tapuika Agreement Area; and
 - d. assisting in recording and protecting wahi tapu and other places of cultural significance to Tapuika and seeking to ensure they are not desecrated or damaged.
- 9.3 The Parties will develop a process for advising one another of sites of significance and wāhi tapu. Information relating to Tapuika sites of significance will be treated in confidence by the Department in order to preserve the wāhi tapu nature of places, unless otherwise agreed by the Governance Entity but subject to the Official Information Act 1981 and other relevant Acts.
- 9.4 The parties will consult each other in relation to recommendations for public conservation lands containing sites of significance that are identified under 9.3 above in the Tapuika Agreement Area.

10. SPECIES AND HABITAT PROTECTION (INCLUDING NATIONAL PROGRAMMES AND PEST CONTROL)

- 10.1 The parties share aspirations of protecting ecosystems and indigenous flora and fauna within the Tapuika Agreement Area. These aspirations will be reflected in the strategic objectives for the relationship.
- 10.2 The Department aims to conserve the full range of New Zealand's ecosystems, maintain or restore the ecological integrity of managed sites, and ensure the survival of threatened species, in particular those most at risk of extinction. This work involves a number of national programmes.
- 10.3 In recognition of the cultural, historic and traditional association of Tapuika with indigenous flora and fauna within the Tapuika Agreement Area for which the Department has responsibility, the Department will inform the Governance Entity of the national sites and species programmes on which the Department will be actively working, and provide opportunities for the Governance Entity to participate in these programmes.

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- 10.4 The Department and the Governance Entity will discuss as part of the annual business planning process with the Governance Entity how Tapuika may wish to be involved in these programmes referred to in clause 10.4 and other opportunities and processes for collaboration with one another on field projects of mutual interest, particularly where they will progress the strategic objectives for the relationship
- 10.5 Preventing, managing and controlling threats to natural, historic and cultural values from animal and weed pests is an integral part of protecting the unique biodiversity of New Zealand. This is done in a way that maximises the value from limited resources available to do this work.
- 10.6 It is envisaged that the strategic objectives for the relationship will determine the strategic outcomes sought from pest control programmes within the Tapuika Agreement Area, including: monitoring and assessment of programmes; early consultation with Tapuika on pest control activities particularly the use of pesticides within the Tapuika Agreement Area; and co-ordination of pest control where Tapuika is the adjoining landowner. Through the annual business planning process, the parties will create actions to progress these strategic objectives.

11. VISITOR AND PUBLIC INFORMATION

- 11.1 Tapuika and the Department wish to share knowledge about natural and historic heritage within the Tapuika Agreement Area with visitors and the general public. This is important to increase enjoyment and understanding of this heritage, and to develop awareness of the need for its conservation.
- 11.2 The parties will encourage respect for and awareness of conservation in, and the Tapuika relationship with, the Tapuika Agreement Area, including by:
- a. raising public awareness of positive conservation relationships developed between the parties;
 - b. engaging with each other in the development of visitor and public information published by either party that relates to Tapuika values in land and resources managed under Conservation Legislation, particularly where that information relates to Tapuika sites of significance and aspirations to the land;
 - c. obtaining from Tapuika an assurance that information relating to Tapuika to be contained in a publication of the Department is accurate and appropriate;
 - d. the Department obtaining the consent of the Governance Entity for the disclosure of information received from the Governance Entity relating to Tapuika values but subject to the Official Information Act 1981 and other relevant Acts; and
 - e. consulting with Tapuika prior to the use of information about Tapuika values for new interpretation panels, signs and other visitor publications.

12. CONSERVATION ADVOCACY

- 12.1 From time to time, Tapuika and the Department will each have concerns with the effects of activities controlled and managed under the Resource Management Act 1991 and other legislation. The Department's advocacy role includes matters of concern to it under the Resource Management Act. Areas of common concern include:
- a. protection of coastal and marine areas;

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- b. protection and maintenance of wetland areas and reserves;
- c. management of rivers, streams and waterways; and
- d. the effects of activities on biodiversity.

12.2 From time to time the Governance Entity and the Department will seek to identify further issues of likely mutual interest and/or concern for discussion. It is recognised that the Department and the Governance Entity will continue to make separate submissions in any Resource Management Act processes.

13. CROSS-ORGANISATIONAL OPPORTUNITIES

13.1 As part of the annual business planning process, the parties will discuss:

- a. opportunities and processes to share scientific and cultural resource and information, including data and research material (including to assist Tapuika to exercise their role under the Deed and as kaitiaki);
- b. opportunities for developing mutual understanding and developing relationships, with respect to conservation, environmental and cultural matters within the Tapuika Agreement Area. Options may include wānanga, education, training, development and secondments;
- c. opportunities to be involved or to nominate individuals to take part in relevant training initiatives run by both parties, including;
- d. potential opportunities for full time positions, holiday employment or student research projects which may arise within the Tapuika Agreement Area. Tapuika may propose candidates for these roles or opportunities; and
- e. staff changes and key contacts in each organisation.

13.2 Where appropriate, the Department will consider using Tapuika individuals or entities as providers of professional services (such as oral history and interpretation projects). Normal conflict of interests processes will be implemented to avoid a perceived or actual conflict of interest.

14. DISPUTE RESOLUTION

14.1 If a dispute arises in connection with this Agreement, every effort will be made in good faith to resolve matters at a local level. This may require the Department's relevant Area Manager to meet with a representative of the Governance Entity within a reasonable timeframe to endeavour to find a resolution to the matter.

14.2 If this process is not successful, the matter may be escalated to a meeting of the Department's relevant Conservator and a nominated representative of the Governance Entity who will meet within a reasonable timeframe.

14.3 If a negotiated outcome cannot be reached from this process, the parties may agree for the issue to be escalated to a meeting between the Director-General (or nominee) and the Chief Executive of the Governance Entity.

14.4 If the Department and the Governance Entity agree that the matter is of such significance that it requires the attention of the chair of the Governance Entity and the Minister, then this

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matter will be escalated to a meeting of the chair of the Governance Entity and the Minister (or their nominees). The parties acknowledge this measure will be a means of last resort.

15. REVIEW AND AMENDMENT

- 15.1 The parties agree that this Agreement is a living document that should be updated and adapted to take account of future developments and additional co-management opportunities. If requested by either party, the first review of this Agreement will take place no later than three years after the date this Agreement is signed, and if requested by either party will be reviewed every three years thereafter.

16. TERMS OF AGREEMENT

- 16.1 This Relationship Agreement is entered into pursuant to section 215 of the Tapuika Claims Settlement Act 2012 (the Settlement Legislation) and clause 5.112 of the Deed of Settlement. The Relationship Agreement does not override or limit:
- a. legislative rights, powers or obligations;
 - b. the functions duties and powers of the Minister of Conservation, Director-General or any other officials or statutory officers of the Department; or
 - c. the ability of the Crown to introduce legislation and change government policy.
- 16.2 The Relationship Agreement does not have the effect of granting, creating or providing evidence of an estate or interest in, or rights relating to land or any other resource held, managed or administered under the Conservation Legislation.
- 16.3 A breach of this Relationship Agreement is not a breach of the Deed of Settlement.
- 16.4 If the Crown breaches this Relationship Agreement without good cause, the Governance Entity may:
- a seek a public law remedy, including judicial review; or
 - b subject to the Crown Proceedings Act 1950, seek to enforce the Relationship Agreement but damages or compensation (with the exception of court costs) may not be awarded.
- 16.5 Clause 16.4 does not apply to any contract entered into between the Department and the Governance Entity; including any independent contract for service or a concession

17. NOTING AND EFFECT OF CONSERVATION RELATIONSHIP AGREEMENT

- 17.1 A summary of the terms of this Relationship Agreement must be noted in any of the following documents that affect the Tapuika Agreement Area:
- 17.1.1 a conservation management strategy;
 - 17.1.2 a conservation management plan;
 - 17.1.3 a national park management plan.
- 17.2 The noting of the summary is:

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17.2.1 for the purpose of public notice only; and

17.2.2 not an amendment to a document listed in clause 17.1 for the purposes of section 171 of the Conservation Act 1987 or section 46 of the National Parks Act 1980.

18. DEFINITIONS

18.1 In this document:

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

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

Cultural materials means plants, plant materials, dead protected wildlife or parts thereof for which the Department is responsible within the Tapuika Agreement Area and which are important to Tapuika in maintaining and expressing their cultural values and practices;

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

Governance Entity means the trustees for the time being of the Tapuika Iwi Authority in their capacity as trustees of the trust;

Kaitiaki means guardian in accordance with tikanga Māori;

Tapuika has the meaning set out in the Deed of Settlement;

Tapuika Agreement Area as defined in the Deed of Settlement

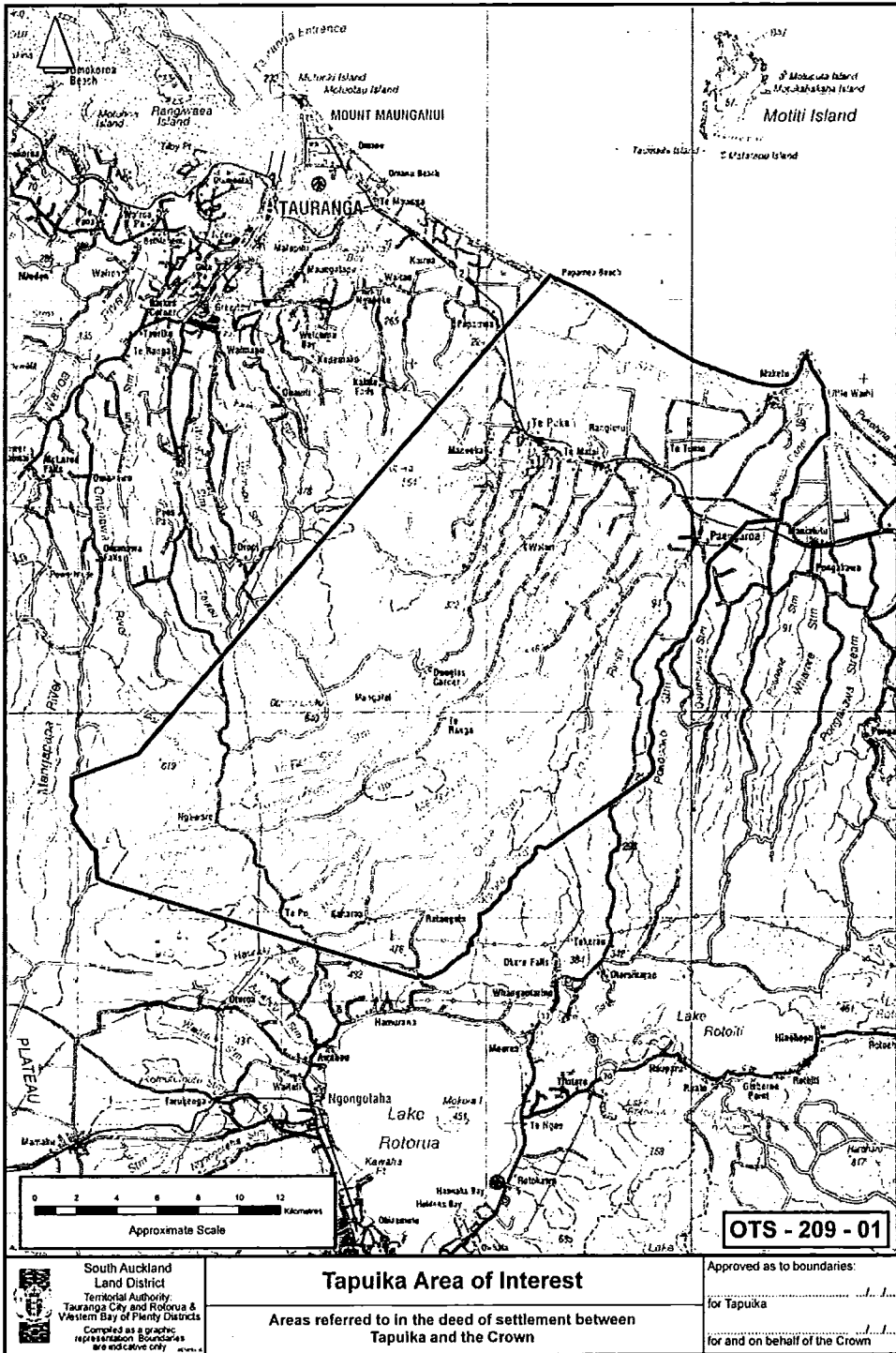
Statutory Authorisations means an authorisation granted under the Conservation Legislation including a Concession granted under Part 3B of the Conservation Act 1987;

Statutory Planning Document includes any relevant Conservation Management Strategy or Conservation Management Plan under the Conservation Act 1987;

Tikanga Māori refers to Māori traditional customs.

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ATTACHMENT A
TAPUIKA AGREEMENT AREA



6 LETTERS OF INTRODUCTION

Brendan Boyle
Chief Executive
Ministry of Social Development
PO Box 1556
WELLINGTON 6140

Tēnā koe Mr Boyle

I am writing to advise you as Chief Executive, Ministry of Social Development (**MSD**), of the impending Treaty Settlement with Tapuika and to encourage MSD to meet with the Tapuika Iwi Authority Trust (the Tapuika post settlement governance entity) to discuss matters of common interest.

In doing so I am hopeful that MSD and Tapuika will form an effective relationship based on mutual trust, respect and co-operation for the benefit of those within the Te Puke and the wider Bay of Plenty region.

Tapuika

Tapuika are an iwi based in the Bay of Plenty region, with an area of interest stretching from the north of Lake Rotorua to the coast at Maketū. I have attached a map to this letter which sets out the Tapuika area of interest. Tapuika currently has over 3,700 registered members.

Settlement of historical claims

On 16 December 2012 the Crown signed a deed of settlement (the **deed**) with Tapuika for the comprehensive settlement of their historical claims under the Treaty of Waitangi. An outline of the settlement is available on the Office of Treaty Settlements' website www.ots.govt.nz. The deed is conditional on settlement legislation (due to be introduced into the House of Representatives shortly) which will give effect to aspects of the settlement. Attached is a summary of the redress provided under the Tapuika settlement.

Post-Settlement governance

The Tapuika claimant community ratified the Tapuika Iwi Authority Trust as its post-settlement governance entity and the Crown has approved it as an accountable, representative, and transparent entity to receive and manage the settlement assets.

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The contact details for the Tapuika Iwi Authority, and the relevant contact is as follows:

Carol Biel
Chair
Tapuika Iwi Authority
PO Box 15
TE PUKE 3153

Relationships

During the course of negotiations, the Tapuika negotiators sought the opportunity to develop an ongoing relationship with agencies within the Tapuika area of interest, including the MSD.

Tapuika have indicated they would like to meet with you to discuss their aspirations to improve the social and economic outcomes of their people. They are concerned, in particular, about the high rate of poverty in their area and the level of social services and activities for Tapuika youth. Tapuika would also like to discuss with you ways in which Tapuika iwi might participate in future initiatives to be undertaken by MSD in the Te Puke and the wider Bay of Plenty region.

I anticipate the capacity achieved by Tapuika through their settlement will see them well placed to assist MSD in achieving its objectives.

I sincerely encourage MSD and the Tapuika Iwi Authority Trust to develop an effective and durable working relationship which allows for both parties to identify opportunities for mutual cooperation.

Nāku noa, nā

Hon Christopher Finlayson
Minister for Treaty of Waitangi Negotiations

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Teresa Wall
Deputy Director-General Māori Health
Māori Health Business Unit
Ministry of Health
PO Box 5013
WELLINGTON 6145

Tēnā koe Ms Wall

I am writing to advise you as Deputy Director-General Māori Health, Ministry of Health (**MoH**), of the impending Treaty Settlement with Tapuika and to encourage MoH to meet with the Tapuika Iwi Authority Trust (the Tapuika post settlement governance entity) to discuss matters of common interest.

In doing so I am hopeful that MoH and Tapuika will form an effective relationship based on mutual trust, respect and co-operation for the benefit of those within Te Puke and the wider Bay of Plenty region.

Tapuika

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Post-Settlement governance

The Tapuika claimant community ratified the Tapuika Iwi Authority Trust as its post-settlement governance entity and the Crown has approved it as an accountable, representative, and transparent entity to receive and manage the settlement assets.

The contact details for the Tapuika Iwi Authority, and the relevant contact is as follows:

Carol Biel
Chair
Tapuika Iwi Authority
PO Box 15
TE PUKE 3153

Relationships

During the course of negotiations, the Tapuika negotiators sought the opportunity to develop an ongoing relationship with agencies within the Tapuika area of interest, including MOH.

The Tapuika negotiators have indicated that they would like to meet with you to discuss their aspirations in relation to improving the health outcomes of their people, in particular in the areas of asthma, diabetes and mental health where they consider the health needs of the Tapuika community are particularly high. They would also like to discuss with you ways in which Tapuika iwi might participate in future initiatives to be undertaken by MOH in the Te Puke and the wider Bay of Plenty region.

I anticipate the capacity achieved by Tapuika through their settlement will see them well placed to assist MOH in achieving its objectives.

I sincerely encourage MOH and Tapuika Iwi Authority Trust to develop an effective and durable working relationship which allows for both parties to identify opportunities for mutual cooperation.

Nāku noa, nā

Hon Christopher Finlayson
Minister for Treaty of Waitangi Negotiations

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6: LETTERS OF INTRODUCTION

Lesley McTurk
Chief Executive
Housing New Zealand
National Office
PO Box 2628
WELLINGTON 6140

Tēnā koe Ms McTurk

I am writing to advise you as Chief Executive of Housing New Zealand (HNZ), of the impending Treaty Settlement with Tapuika and to encourage HNZ to meet with the Tapuika Iwi Authority Trust (the Tapuika post settlement governance entity) to discuss matters of common interest.

In doing so I am hopeful that HNZ and Tapuika will form an effective relationship based on mutual trust, respect and co-operation for the benefit of those within Te Puke and the wider Bay of Plenty region.

Tapuika

Tapuika are an iwi based in the Bay of Plenty region, with an area of interest stretching from the north of Lake Rotorua to the coast at Maketū. I have attached a map to this letter which sets out the Tapuika area of interest. Tapuika currently has over 3,700 registered members.

Settlement of historical claims

On 16 December 2012 the Crown signed a deed of settlement (the **deed**) with Tapuika for the comprehensive settlement of their historical claims under the Treaty of Waitangi. An outline of the settlement is available on the Office of Treaty Settlements' website www.ots.govt.nz. The deed is conditional on settlement legislation (due to be introduced into the House of Representatives shortly) which will give effect to aspects of the settlement. Attached is a summary of the redress provided within the Tapuika settlement.

Post-Settlement governance

The Tapuika claimant community ratified the Tapuika Iwi Authority Trust as its post-settlement governance entity and the Crown has approved it as an accountable, representative, and transparent entity to receive and manage the settlement assets.

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The contact details for the Tapuika Iwi Authority, and the relevant contact is as follows:

Carol Biel
Chair
Tapuika Iwi Authority
PO Box 15
TE PUKE 3153

Relationships

During the course of negotiations, the Tapuika negotiators sought the opportunity to develop an ongoing relationship with agencies within the Tapuika area of interest, including HNZ.

In particular have indicated they would like to meet with you to discuss their aspirations to improve the quality of the housing of their people. They would also like to discuss with you ways in which Tapuika iwi can participate in future initiatives to be undertaken by HNZ in Te Puke and the wider Bay of Plenty region.

I anticipate the capacity achieved by Tapuika through their settlement will see them well placed to assist HNZ in achieving its objectives.

I sincerely encourage the HNZ and Tapuika Iwi Authority Trust to develop an effective and durable working relationship which allows for both parties to identify opportunities for mutual cooperation.

Nāku noa, nā

Hon Christopher Finlayson
Minister for Treaty of Waitangi Negotiations

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Dr Doug Heffernan
Chief Executive
Mighty River Power
Mighty River Power Corporate Office
PO Box 90399
AUCKLAND 1142

Tēnā koe Dr Heffernan

I am writing to advise you as Chief Executive of Mighty River Power (**MRP**) of the impending Treaty settlement with Tapuika and to encourage MRP to meet with the Tapuika Iwi Authority Trust to discuss matters of common interest.

In doing so I am hopeful that MRP and Tapuika will form an effective relationship based on mutual trust, respect and co-operation for the benefit of those within the Te Puke and the wider Bay of Plenty region.

Tapuika

Tapuika are an iwi based in the Bay of Plenty region, with an area of interest stretching from the north of Lake Rotorua to the coast at Maketū. I have attached a map to this letter which sets out the Tapuika area of interest. Tapuika currently has over 3,700 registered members.

Settlement of historical claims

On 16 December 2012 the Crown signed a deed of settlement (the **deed**) with Tapuika for the comprehensive settlement of their historical claims under the Treaty of Waitangi. An outline of the settlement is available on the Office of Treaty Settlements' website www.ots.govt.nz. The deed is conditional on settlement legislation (due to be introduced into the House of Representatives shortly) which will give effect to aspects of the settlement. Attached is a summary of the redress provided within the Tapuika settlement.

Post-Settlement governance

The Tapuika claimant community ratified the Tapuika Iwi Authority Trust as its post-settlement governance entity and the Crown has approved it as an accountable, representative, and transparent entity to receive and manage the settlement assets.

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The contact details for the Tapuika Iwi Authority, and the relevant contact is as follows:

Carol Biel
Chair
Tapuika Iwi Authority
PO Box 15
TE PUKE 3153

Relationships

During the course of negotiations, the Tapuika negotiators sought the opportunity to develop an ongoing relationship with companies within the Tapuika area of interest, including MRP.

In particular Tapuika have expressed interest meeting with you to discuss their aspirations in building a relationship with MRP in the hope this could result in joint commercial activities of mutual benefit. Tapuika has a long association with the area known as the Pinnacles and have met with MRP representatives previously to discuss the protection of sites of significance within this area and their future aspirations regarding the property.

I anticipate the capacity achieved by Tapuika through their settlement will see them well placed to assist MRP in achieving its objectives. I therefore sincerely encourage MRP to meet with the Tapuika Iwi Authority Trust to explore ways that both you and Tapuika can develop an effective and durable working relationship to identify opportunities for mutual cooperation – social, economic or otherwise – that could be of benefit to the Tapuika people or those in the wider region.

Nāku noa, nā

Hon Christopher Finlayson
Minister for Treaty of Waitangi Negotiations

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Geoff Dangerfield
Chief Executive
NZ Transport Agency
Private Bag 6995
WELLINGTON 6141

Tēnā koe Geoff

I am writing to advise you as Chief Executive of New Zealand Transport Agency (NZTA) of the impending Treaty settlement with Tapuika and to encourage the NZTA to meet with the Tapuika Iwi Authority Trust to discuss matters of common interest.

In doing so I am hopeful that the NZTA and Tapuika will form an effective relationship based on mutual trust, respect and co-operation for the benefit of those within Te Puke and the wider Bay of Plenty region.

Tapuika

Tapuika are an iwi based in the Bay of Plenty region, with an area of interest stretching from the north of Lake Rotorua to the coast at Maketū. I have attached a map to this letter which sets out the Tapuika area of interest. Tapuika currently has over 3,700 registered members.

Settlement of historical claims

On 16 December 2012 the Crown signed a deed of settlement (the **deed**) with Tapuika for the comprehensive settlement of their historical claims under the Treaty of Waitangi. An outline of the settlement is available on the Office of Treaty Settlements' website www.ots.govt.nz. The deed is conditional on settlement legislation (due to be introduced into the House of Representatives shortly) which will give effect to aspects of the settlement. Attached is a summary of the redress provided within the Tapuika settlement. Redress for Tapuika includes the right of first refusal over six properties held by NZTA.

Post-Settlement governance

The Tapuika claimant community ratified the Tapuika Iwi Authority Trust as its post-settlement governance entity and the Crown has approved it as an accountable, representative, and transparent entity to receive and manage the settlement assets.

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The contact details for the Tapuika Iwi Authority, and the relevant contact is as follows:

Carol Biel
Chair
Tapuika Iwi Authority
PO Box 15
TE PUKE 3153

Relationships

During the course of negotiations, Tapuika have spoken warmly of their existing relationship with NZTA as a result of their participation in the Tauranga Eastern Link Tangata Whenua Advisory Group.

Tapuika wish to maintain an ongoing relationship with the NZTA and have emphasised their interest in discussing with the NZTA options for acquiring residual lands associated with the Tauranga Eastern Link or other surplus properties acquired for roading purposes, acknowledging that this could include properties in addition to the current RFR properties for Tapuika.

They also seek to be appraised of any initiatives – social, economic or otherwise – that could be of benefit to the Tapuika people or those in the wider region.

I anticipate the capacity achieved by Tapuika through their settlement will see them well placed to assist NZTA in achieving its objectives.

I sincerely encourage the NZTA and Tapuika Iwi Authority Trust to develop an effective and durable working relationship which allows for both parties to identify opportunities for mutual cooperation.

Nāku noa, nā

Hon Christopher Finlayson
Minister for Treaty of Waitangi Negotiations

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Barry Roderick
Chairman, Eastern Region
Fish and Game NZ
Private Bag 3010
ROTORUA

Tēnā koe Mr Roderick

I am writing to advise you as Chairman of the Eastern Region, Fish and Game NZ (**F&GNZ**), of the impending Treaty Settlement with Tapuika and to encourage F&GNZ to continue to discuss and work with Tapuika Iwi Authority Trust on matters of common interest.

In doing so I am hopeful that F&GNZ and Tapuika will form an ongoing and effective relationship based on mutual trust, respect and co-operation for the benefit of those in the wider Bay of Plenty Region.

Tapuika

Tapuika are an iwi based in the Bay of Plenty region, with an area of interest stretching from the north of Lake Rotorua to the coast at Maketū. I have attached a map to this letter which sets out the Tapuika area of interest. Tapuika currently has over 3,700 registered members.

Settlement of historical claims

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Post-Settlement governance

The Tapuika claimant community ratified the Tapuika Iwi Authority Trust as its post-settlement governance entity and the Crown has approved it as an accountable, representative, and transparent entity to receive and manage the settlement assets.

The contact details for the Tapuika Iwi Authority, and the relevant contact is as follows:

Carol Biel
Chair
Tapuika Iwi Authority
PO Box 15
TE PUKE 3153

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6: LETTERS OF INTRODUCTION

Relationships

During the course of negotiations, the Tapuika negotiators sought the opportunity to develop an ongoing relationship with organisations within the Tapuika area of interest, including F&GNZ.

In particular Tapuika have expressed a strong desire to work more closely with F&GNZ in relation to the management of the Lower Kaituna River Wildlife Management Reserve (Kaituna Wetland), which is of high cultural significance to Tapuika. I understand that initial conversations have taken place regarding your mutual interests in the Kaituna Wetland and you are open to working together on matters of common interest in the future.

I sincerely encourage F&GNZ and the Tapuika Iwi Authority Trust to continue to build an effective and durable working relationship which allows for both parties to identify opportunities for mutual cooperation.

Nāku noa, nā

Hon Christopher Finlayson
Minister for Treaty of Waitangi Negotiations

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John Cronin
Chairman
Bay of Plenty Regional Council
PO Box 364
WHAKATANE 3158

Tēnā koe John

I am writing to advise you as Chairman of Bay of Plenty Regional Council (**BoPRC**) of the impending Treaty Settlement with Tapuika and to encourage BoPRC to meet with the Tapuika Iwi Authority to discuss the specific matter outlined below and any further matters of common interest.

In doing so I am hopeful that BoPRC and Tapuika will continue to strengthen your existing relationship based on mutual trust, respect and co-operation for the benefit of those within the Te Puke and the wider Bay of Plenty region.

Tapuika

Tapuika are an iwi based in the Bay of Plenty region, with an area of interest stretching from the north of Lake Rotorua to the coast at Maketū. I have attached a map to this letter which sets out the Tapuika area of interest. Tapuika currently has over 3,700 registered members.

Settlement of historical claims

On 16 December 2012 the Crown signed a deed of settlement (the **deed**) with Tapuika for the comprehensive settlement of their historical claims under the Treaty of Waitangi. An outline of the settlement is available on the Office of Treaty Settlements' website www.ots.govt.nz. The deed is conditional on settlement legislation (due to be introduced into the House of Representatives shortly) which will give effect to aspects of the settlement. Attached is a summary of the redress provided within the Tapuika settlement. As you are aware, an important aspect of Tapuika's settlement relates to the co-governance arrangement over the Kaituna River.

Post-Settlement governance

The Tapuika claimant community ratified the Tapuika Iwi Authority Trust as its post-settlement governance entity and the Crown has approved it as an accountable, representative, and transparent entity to receive and manage the settlement assets.

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The contact details for the Tapuika Iwi Authority, and the relevant contact is as follows:

Carol Biel
Chair
Tapuika Iwi Authority
PO Box 15
TE PUKE 3153

Relationships

During the course of negotiations, the Tapuika negotiators sought the opportunity to develop an ongoing relationship with organisations within the Tapuika area of interest, including BoPRC.

A key aspect of this relationship will be your joint work in relation to the Kaituna River. However, Tapuika have also discussed with the Crown their interest in meeting with the BOPRC to discuss their aspiration of being involved in the management of the Papamoa Hills Regional Park. They would also like to discuss with you the possibility of Tapuika entering into a memorandum of understanding with the BOPRC.

As part of a future relationship with BOPRC, Tapuika also seek to be appraised of any initiatives – social, economic or otherwise – that could benefit the Tapuika people or those within the wider Te Arawa region. In turn, I anticipate the capacity achieved by Tapuika through their settlement will see them well placed to assist BoPRC in achieving its objectives.

Nāku noa, nā

Hon Christopher Finlayson
Minister for Treaty of Waitangi Negotiations

DOCUMENTS

7 ENCUMBRANCES

7.1 OMAWAKE PÅ EASEMENT

DOCUMENTS

7.1 OMAWAKE PĀ EASEMENT

EASEMENT INSTRUMENT
to grant easement

Sections 90A and 90F, Land Transfer Act 1952

Land Registration District

South Auckland

Grantor

Surname must be underlined

[Governance entity]

Grantee

Surname must be underlined

Her Majesty the Queen acting through the Minister of Conservation

Grant of easement

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee in perpetuity the easement set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule B

Dated this

day of

20

ATTESTATION:

----- Signature of Grantor	Signed in my presence by the Grantor: _____
	Signature of Witness Witness Name: Occupation: Address:

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

DOCUMENTS

7.1 OMAWAKE PĀ EASEMENT

<p>Signed on behalf of Her Majesty the Queen by</p> <p>Acting under a delegation from the Director General of Conservation dated</p> <p>_____</p> <p>Signature of Grantee</p>	<p>Signed in my presence by the Grantee</p> <p>_____</p> <p>Signature of Witness</p> <p>Witness Name:</p> <p>Occupation:</p> <p>Address:</p>
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Certified correct for the purposes of the Land Transfer Act 1952

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Solicitor for the Grantee

<p>All signing parties and either their witnesses or solicitors must sign or initial in this box.</p>

DOCUMENTS

7.1 OMAWAKE PĀ EASEMENT

ANNEXURE SCHEDULE A

Easement Instrument	Dated:	Page 3 of 7 pages
---------------------	--------	-------------------

Purpose (nature and extent) of easement	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant Tenement (identifier CT or in gross)
Right of Way	A 5 metre strip dotted red on deed plan OTS-209-10 <i>[note for the document to be registered need to insert the legal description after the survey is completed]</i>	Part sections 10, 19 and 21, Block VIII Otanewainuku <i>S.D need to add in CT reference following the survey</i>	In gross
	The Easement Area	The Grantor's Land	

The rights and powers implied in specific classes of easement prescribed by the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007 do not apply and the easement rights and powers are as set out in **Annexure Schedule B**.

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

DOCUMENTS

7.1 OMAWAKE PĀ EASEMENT

ANNEXURE SCHEDULE B

Easement Instrument	Dated:	Page 4 of 7 pages
---------------------	--------	-------------------

RIGHTS AND POWERS

1 Rights of way

- 1.1 The right of way includes the right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all times, to go over and along the Easement Area.
- 1.2 The right of way includes the right for the public as the Grantee's invitees to go over and along the Easement Area on foot and where the Grantee wishes to carry out work to develop, improve or maintain the Easement Area or undertake conservation activities on adjoining land administered by the Grantee, its employees or contractors may proceed along the Easement Area by vehicle or any other means of transport and with all necessary tools, vehicles and equipment to carry out the work.
- 1.3 The right of way includes—
 - 1.3.1 the right to establish a walking track on the Easement Area, to repair and maintain any existing walking track on the Easement Area, and (if necessary for any of those purposes) to alter the state of the land over which the easement is granted; and
 - 1.3.2 the right to have the Easement Area kept clear at all times of obstructions (whether caused by deposit of materials, or unreasonable impediment) to the use and enjoyment of the walking track.
 - 1.3.3 The right for the Grantee to improve the Easement Area in any way it considers expedient, including the installation of track markers and stiles, but without at any time causing damage to or interfering with the Grantor's management of the Grantor's Land.
 - 1.3.4 The right for the Grantee to erect and display notices on the Easement Area or with the Grantor's prior consent on the Grantor's Land.
- 1.4 The right of way does not confer on the public the right to camp on the Easement Area without the consent of the Grantor which must be first obtained.
- 1.5 No horse or any other animal (including any dogs or other pets of any description whether on a leash or not) may be taken on the Easement Area without the consent of the Grantor.
- 1.6 No firearm or other weapon may be discharged on the Easement Area.

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

DOCUMENTS

7.1 OMAWAKE PĀ EASEMENT

Easement Instrument	Dated:	Page 5 of 7 pages
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1.7 The public may not use any vehicle, including motorcycles or bicycles or any means of locomotion, mechanical electrical or otherwise on the Easement Area without the consent of the Grantor.

1.8 The public may not light any fires or deposit any rubbish on the Easement Area.

2 General rights

2.1 The Grantor must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights under this easement or of any other party or interfere with the efficient operation of the Easement Area.

2.2 Except as provided in this easement the Grantee must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Easement Area.

2.3 The Grantee may transfer or otherwise assign this easement.

3 Repair, maintenance, and costs

3.1 The Grantee is responsible for arranging the repair and maintenance of the walking track on the Easement Area and for the associated costs, so as to keep the area in good order and to prevent it from becoming a danger or nuisance.

3.2 The Grantee must meet any associated requirements of the relevant local authority.

3.3 The Grantee will repair all damage that may be caused by the negligent or improper exercise by the Grantee of any right or power conferred by this easement.

3.4 The Grantor will repair at its cost all damage caused to the walking track through its negligence or improper actions.

4 Rights of entry

4.1 For the purpose of performing any duty or in the exercise of any rights conferred or implied in the easement, the Grantee may, with the consent of the Grantor, which must not be unreasonably withheld —

4.1.1 enter upon the Grantor's Land by a reasonable route and with all necessary tools, vehicles, and equipment; and

4.1.2 remain on the Grantor's Land for a reasonable time for the sole purpose of completing the necessary work; and

4.1.3 leave any vehicles or equipment on the Grantor's Land for a reasonable time if work is proceeding.

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

DOCUMENTS

7.1 OMAWAKE PĀ EASEMENT

Easement Instrument	Dated:	Page 6 of 7 pages
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- 4.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Grantor's Land or to the Grantor.
- 4.3 The Grantee must ensure that all work is performed in a proper and workmanlike manner.
- 4.4 The Grantee must ensure that all work is completed promptly.
- 4.5 The Grantee must immediately make good any damage done to the Grantor's Land by restoring the surface of the land as nearly as possible to its former condition.
- 4.6 The Grantee must compensate the Grantor for all damages caused by the work to any buildings, erections, or fences on the Grantor's Land.

5 Default

If the Grantor or the Grantee does not meet the obligations implied or specified in this easement,—

- (a) the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation:
- (b) if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may—
 - (i) meet the obligation; and
 - (ii) for that purpose, enter the Grantor's Land:
- (c) the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation:
- (d) the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

6 Disputes

If a dispute in relation to this easement arises between the Grantor and Grantee—

- (a) the party initiating the dispute must provide full written particulars of the dispute to the other party; and

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

DOCUMENTS

7.1 OMAWAKE PĀ EASEMENT

Easement Instrument	Dated:	Page 7 of 7 pages
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- (b) the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and
- (c) if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties),—
 - (i) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
 - (ii) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society.

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

DOCUMENTS

7.2 OTANEWAINUKU RIGHT OF WAY EASEMENT

DOCUMENTS

7.2 OTANEWAINUKU RIGHT OF WAY EASEMENT

EASEMENT INSTRUMENT
to grant easement

Sections 90A and 90F, Land Transfer Act 1952

Land Registration District

South Auckland

Grantor

Surname must be underlined

Tapuika Iwi Authority Trust, Te Kapu o Waitaha, Te Tahuu Tawakeheimoa and [Tauranga groups]
need to insert correct name of the PSGEs

Grantee

Surname must be underlined

Her Majesty the Queen acting through the Minister of Conservation

Grant of easement

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee in perpetuity the easement set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule B

Dated this

day of

20

ATTESTATION:

Note all 4 PSGEs are to sign

Signature of Grantor

Signed in my presence by the Grantor:

Signature of Witness

Witness Name:

Occupation:

Address:

DOCUMENTS

7.2 OTANEWAINUKU RIGHT OF WAY EASEMENT

<p>Signed on behalf of Her Majesty the Queen by</p> <p>Acting under a delegation from the Director General of Conservation dated</p> <hr/> <p>Signature of Grantee</p>	<p>Signed in my presence by the Grantee</p> <hr/> <p><i>Signature of Witness</i></p> <p>Witness Name:</p> <p>Occupation:</p> <p>Address:</p>
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Certified correct for the purposes of the Land Transfer Act 1952

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Solicitor for the Grantee

DOCUMENTS

7.2 OTANEWAINUKU RIGHT OF WAY EASEMENT

ANNEXURE SCHEDULE A

Easement Instrument	Dated:	Page 1 of 5 pages
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Purpose (nature and extent) of easement	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant Tenement (identifier CT or in gross)
Right of Way	As marked A and B on OTS-209-82 <i>[note for the document to be registered need to insert the legal description after the survey is completed]</i> The Easement Area	Part Section 3 Block XVI Otanewainuku SD, SO 31832, Part Section 4 Block XVI Otanewainuku SD, SO 14557, Part Te Puke Block ML 3930 and Pt Waitaha No. 1 Block ML 4631/A <i>[need to add in CT reference following the survey]</i> The Grantor's Land	In gross

The rights and powers implied in specific classes of easement prescribed by the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007 do not apply and the easement rights and powers are as set out in Annexure Schedule B.

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

DOCUMENTS

7.2 OTANEWAINUKU RIGHT OF WAY EASEMENT

ANNEXURE SCHEDULE B

Easement Instrument	Dated:	Page 2 of 5 pages
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RIGHTS AND POWERS

1 Rights of way

- 1.1 The right of way includes the right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all times, to go over and along the Easement Area.
- 1.2 The right of way includes the right for the public as the Grantee's invitees to go over and along the Easement Area on foot and where the Grantee wishes to carry out work to develop, improve or maintain the Easement Area or undertake conservation activities on adjoining land administered by the Grantee, its employees or contractors may proceed along the Easement Area by vehicle or any other means of transport and with all necessary tools, vehicles and equipment to carry out the work.
- 1.3 The right of way includes—
 - 1.3.1 the right to establish a walking track on the Easement Area, to repair and maintain any existing walking track on the Easement Area, to repair, maintain, replace or remove the existing viewing platform on the Easement Area and (if necessary for any of those purposes) to alter the state of the land over which the easement is granted; and
 - 1.3.2 the right to have the Easement Area kept clear at all times of obstructions (whether caused by deposit of materials, or unreasonable impediment) to the use and enjoyment of the walking track.
 - 1.3.3 The right for the Grantee to improve the Easement Area in any way it considers expedient, including the installation of track markers and stiles, but without at any time causing damage to or interfering with the Grantor's management of the Grantor's Land.
 - 1.3.4 The right for the Grantee to erect and display notices on the Easement Area or with the Grantor's prior consent on the Grantor's Land.
- 1.4 The right of way does not confer on the public the right to camp on the Easement Area without the consent of the Grantor which must be first obtained.
- 1.5 No horse or any other animal (including any dogs or other pets of any description whether on a leash or not) may be taken on the Easement Area without the consent of the Grantor.
- 1.6 No firearm or other weapon may be discharged on the Easement Area without the consent of the Grantor.

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

DOCUMENTS

7.2 OTANEWAINUKU RIGHT OF WAY EASEMENT

Easement Instrument	Dated:	Page 3 of 5 pages
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1.7 The public may not use any vehicle, including motorcycles or bicycles or any means of locomotion, mechanical electrical or otherwise on the Easement Area without the consent of the Grantor.

1.8 The public may not light any fires or deposit any rubbish on the Easement Area.

2 General rights

2.1 The Grantor must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights under this easement or of any other party or interfere with the efficient operation of the Easement Area.

2.2 Except as provided in this easement the Grantee must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Easement Area.

2.3 The Grantee may transfer or otherwise assign this easement.

3 Repair, maintenance, and costs

3.1 The Grantee is responsible for arranging the repair and maintenance of the walking track and its structures on the Easement Area and for the associated costs, so as to keep the area and structures in good order and to prevent them from becoming a danger or nuisance.

3.2 The Grantee must meet any associated requirements of the relevant local authority.

3.3 The Grantee will repair all damage that may be caused by the negligent or improper exercise by the Grantee of any right or power conferred by this easement.

3.4 The Grantor will repair at its cost all damage caused to the walking track or the Grantee's structures located on the Easement Area through its negligence or improper actions.

4 Rights of entry

4.1 For the purpose of performing any duty or in the exercise of any rights conferred or implied in the easement, the Grantee may, with the consent of the Grantor, which must not be unreasonably withheld —

4.1.1 enter upon the Grantor's Land by a reasonable route and with all necessary tools, vehicles, and equipment; and

4.1.2 remain on the Grantor's Land for a reasonable time for the sole purpose of completing the necessary work; and

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

DOCUMENTS

7.2 OTANEWAINUKU RIGHT OF WAY EASEMENT

Easement Instrument	Dated:	Page 4 of 5 pages
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- 4.1.3 leave any vehicles or equipment on the Grantor's Land for a reasonable time if work is proceeding.

- 4.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Grantor's Land or to the Grantor.

- 4.3 The Grantee must ensure that all work is performed in a proper and workmanlike manner.

- 4.4 The Grantee must ensure that all work is completed promptly.

- 4.5 The Grantee must immediately make good any damage done to the Grantor's Land by restoring the surface of the land as nearly as possible to its former condition.

- 4.6 The Grantee must compensate the Grantor for all damages caused by the work to any buildings, erections, or fences on the Grantor's Land.

5 Default

If the Grantor or the Grantee does not meet the obligations implied or specified in this easement,—

- (a) the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation:

- (b) if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may—
 - (i) meet the obligation; and

 - (ii) for that purpose, enter the Grantor's Land:

- (c) the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation:

- (d) the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

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

DOCUMENTS

7.2 OTANEWAINUKU RIGHT OF WAY EASEMENT

Easement Instrument	Dated:	Page 5 of 5 pages
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6 Disputes

If a dispute in relation to this easement arises between the Grantor and Grantee—

- (a) the party initiating the dispute must provide full written particulars of the dispute to the other party; and
- (b) the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and
- (c) if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties),—
 - (i) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
 - (ii) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society.

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

DOCUMENTS

7.3 KAHAROA FOREST RIGHT OF WAY EASEMENT

DOCUMENTS

7.3 KAHAROA FOREST RIGHT OF WAY EASEMENT

Easement in favour of DoC Kaharoa SO 60791

EASEMENT INSTRUMENT TO GRANT EASEMENT

Pursuant to Section 90 Land Transfer Act 1952

Land Registration District
South Auckland

BARCODE

Grantor *Surname must be underlined*
[Trustees of Tapuika Iwi Authority Trust]

Grantee *Surname must be underlined*
Her Majesty the Queen in right of New Zealand acting by and through the Minister of Conservation

Grant of Easement
The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A grants to the Grantee the easement set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedules

Dated this day of 2013

Attestation

<p>[Trustees of the Tapuika Iwi Authority Trust]</p>	<p>Signed in my presence by the Grantor</p> <p>_____ <i>Signature of Witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed):-</i></p> <p>Witness name</p> <p>Occupation</p> <p>Address</p>
<p>Signature [Common seal] of Grantor</p>	
<p>Jan Johannes Hania Acting Conservator for the East Coast Bay of Plenty Conservancy acting for The Minister of Conservation under delegated authority pursuant to a written delegation dated 29th October 1997</p> <p>Signature [Common Seal] of Grantee</p>	<p>Signed in my presence by the Grantee</p> <p>_____ <i>Signature of Witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed):-</i></p> <p>Witness name</p> <p>Occupation</p> <p>Address</p>

Certified correct for the purposes of the Land Transfer Act 1952

DOCUMENTS

7.3 KAHAROA FOREST RIGHT OF WAY EASEMENT

Easement in favour of DoC Kaharoa SO 60791

Annexure Schedule 1

Easement Instrument

Dated 2012

Page 1 of 1

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Identifier/CT)	Dominant Tenement (Identifier/CT or in gross)
Right of Way	Marked A on SO 60791	CFR 532172 Sec 1 SO 60791	CFR 555659 Pt Sec 6 Blk II Rotoiti SD

Easements rights and powers

Unless otherwise provided below, the Rights and Powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the fifth Schedule to the Property Law Act 2007.

The implied rights and powers are hereby added to by the provisions set out in Annexure Schedule 2

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

DOCUMENTS

7.3 KAHAROA FOREST RIGHT OF WAY EASEMENT

Annexure Schedule 2

EASEMENT

Dated

2012

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Easement in favour of DoC Kaharoa SO 60791

1 DEFINITIONS

In this Easement Instrument, unless the context otherwise requires:

"Grantee" means the registered proprietor of the Grantee's Land and includes the Grantee's servants, tenants, agents, employees, contractors, licensees and invitees of the Grantee but does not include members of the general public;

"Grantor" means the registered proprietor for the time being of the Grantor's Land;

"Grantee's Land" means the land described as the Dominant Land in Schedule A of this Easement Instrument; and

"Grantor's Land" means the land described as the Servient Land in Schedule A of this Easement Instrument.

2 CONSTRUCTION

In the construction of this Easement Instrument unless the context otherwise requires:

2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Easement Instrument;

2.2 references to Clauses and the Schedule are to the clauses and the schedule of this Easement Instrument;

2.3 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and

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

3 GRANT OF ACCESS RIGHTS

3.1 The Grantor hereby grants to the Grantee a right of way over those parts of the Grantor's Land shown in Schedule A of this Easement Instrument together with the rights and powers set out in Schedule Four of the Land Transfer Regulations 2002 and the Fifth Schedule to the property Law Act 2007 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Easement Instrument.

3.2 In consideration of the Grantor agreeing to enter into this Easement Instrument the Grantee shall observe the obligations imposed on it under this Easement Instrument.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and their witnesses or their solicitors must put their signatures or initials here.

DOCUMENTS

7.3 KAHAROA FOREST RIGHT OF WAY EASEMENT

Annexure Schedule 2

EASEMENT

Dated

2013

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of

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4 OBLIGATIONS OF THE GRANTEE

The rights and powers conferred under Clause 3 are granted subject to the following conditions and obligations:

- 4.1 The Grantee shall when passing or re-passing over the Grantor's Land:
- 4.1.1 wherever possible, remain on the roads and tracks constructed on the Grantor's Land and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;
 - 4.1.2 not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Grantor;
 - 4.1.3 not take or cause to be taken over the Grantor's Land any welding equipment and shall not use or operate or cause to be used or operated any welding equipment on the Grantor's Land without the prior written permission of the Grantor;
 - 4.1.4 immediately after passing through any gates on the Grantor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;
 - 4.1.5 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) either on the Grantor's Land, on any surrounding or adjoining land, forest or water, or to any forest produce on the Grantor's Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this Clause 4.1.5):
 - (a) comply strictly with all reasonable conditions that may be imposed from time to time by the Grantor or other lawful authority; and
 - (b) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames;
- 4.2 Subject to Clauses 4.4 and 4.7, the Grantee shall, at its cost, repair to the satisfaction of the Grantor, any of the Grantor's roads, tracks, fences, gates, drains, buildings or other structures which are damaged by the Grantee;
- 4.3 Subject to Clauses 4.4 and 4.7, in the event that the Grantor's roads, tracks and other structures are not of sufficient standard for the use to be made of them by the Grantee, then any necessary improvements and maintenance shall be at the sole cost of the Grantee;
- 4.4 When carrying out any repairs, maintenance or improvements to a road under clauses 4.2 and 4.3, the Grantee shall not:

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and their witnesses or their solicitors must put their signatures or initials here.

DOCUMENTS

7.3 KAHAROA FOREST RIGHT OF WAY EASEMENT

Annexure Schedule 2

EASEMENT

Dated

2013

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- (a) widen the road; or
- (b) alter the location of the road; or
- (c) alter the way in which the run-off from the road is disposed of; or
- (d) change the nature of the road surface; or
- (e) park or store equipment or material on the Grantor's Land,

without the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed;

- 4.5 The Grantee shall not exhibit any notice or sign on the Grantor's Land without prior written consent of the Grantor (as to style, content, wording, size and location) provided that such consent not to be unreasonably or arbitrarily withheld;
- 4.6 The Grantee will ensure, at all times, in the exercise of the rights set out in this Easement Instrument that its agents, employees or contractors will not obstruct or hamper the Grantor or its agents, employees or contractors in its or their normal or reasonable use of the Grantor's Land;
- 4.7 The Grantee shall not erect any structures on the Grantor's Land or make any additions or alterations to existing structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed;
- 4.8 The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any forest produce on the Grantor's Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any forest produce without the prior written approval of the Grantor;
- 4.9 The Grantee shall not, without the prior written approval of the Grantor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Grantor's Land, nor shall the Grantee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Grantor; and
- 4.10 The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Easement Instrument.

5 MAINTENANCE

- 5.1 Subject to Clauses 5.2 and 5.3, if the Grantee's use of the right of way is sufficient to require maintenance costs, then the Grantor may charge the Grantee for maintenance based on actual costs and actual use by the Grantee.
- 5.2 The Grantee shall be liable for the cost of repairing any damage to the roads subject to this Easement Instrument caused by its servants, agents, employees, contractors, workers and invitees and any licensee, lessee or tenant of the Grantee.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and their witnesses or their solicitors must put their signatures or initials here.

DOCUMENTS

7.3 KAHAROA FOREST RIGHT OF WAY EASEMENT

Annexure Schedule 2

EASEMENT

Dated

2013

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of

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5.3 The Grantor shall be liable for the cost of any damage to the roads subject to this Easement Instrument caused by its servants, agents, employees, contractors, workers and invitees and any licensee, lessee or tenant of the Grantor.

6 COSTS

The Grantee shall be liable to the Grantor for any reasonable costs or expenses, including reasonable legal costs, incurred by the Grantor arising from or incidental to the enforcement of any provision in this Easement Instrument.

7 LEASE

The Grantor and the Grantee record that at the time that the easement is granted there is a lease registered over the Grantor's land in favour of NZ Forest Products Limited as lessee. This Easement Instrument is entered into subject to, and does not override the terms of the lease.

8 ASSIGNMENT

The Grantee may assign all its rights and obligations under this Easement Instrument and from the date of such assignment shall cease to have any liability whatsoever in respect of this Easement Instrument. The Grantor agrees to release the Grantee from all obligations under this Easement Instrument from the date of such assignment.

9 DELEGATION

All rights, benefits, and obligations of a party to this Easement Instrument arising under this Easement Instrument may be exercised by a person duly appointed by that party PROVIDED THAT the exercise of any such rights, benefits, or obligations by that duly appointed person shall not limit the liability of either party in the performance or observance of the provisions of this Easement Instrument.

10 NOTICES

10.1 Any notices to be given by one party under this Easement Instrument to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the addressee in writing to the other party at:

10.1.1 The Grantor's address as set out in paragraph 1 of the Schedule for Notices; and

10.1.2 The Grantee's address as set out in paragraph 2 of the Schedule for Notices.

10.2 Any notice posted shall be deemed to be served three (3) working days after the date of posting.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and their witnesses or their solicitors must put their signatures or initials here.

DOCUMENTS

7.3 KAHAROA FOREST RIGHT OF WAY EASEMENT

Annexure Schedule 2

EASEMENT

Dated

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11 DISPUTES

11.1 If any party hereto has any dispute with any party in connection with the provisions of this Easement Instrument

11.1.1 That party will give full written particulars of the dispute to the other;

11.1.2 The parties will promptly meet together and in good faith try and resolve the dispute.

11.2 If the dispute is not resolved in 14 days of written particulars being given (or any longer period agreed by the parties) the dispute will be referred to arbitration in accordance with the Arbitration Act 1996.

12 SEVERABILITY

If any part of this Easement Instrument is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Easement Instrument which shall remain in force.

SCHEDULE for NOTICES

GRANTOR'S ADDRESS:

[Trustees of the Tapuika Iwi Authority Trust]

GRANTEE'S ADDRESS:

The Conservator
East Coast Bay of Plenty Conservancy
Department of Conservation
PO Box 1146
ROTORUA

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and their witnesses or their solicitors must put their signatures or initials here.

DOCUMENTS

7.4 TE MATAI FOREST (NORTH) RIGHT OF WAY EASEMENT

DOCUMENTS

7.4 TE MATAI FOREST (NORTH) RIGHT OF WAY EASEMENT

EASEMENT INSTRUMENT TO GRANT EASEMENT

Pursuant to Section 90 Land Transfer Act 1952

Land Registration District

South Auckland

BARCODE

Grantor

Surname must be underlined

Her Majesty the Queen in right of New Zealand acting by and through the Minister of Conservation

Grantee

Surname must be underlined

[Trustees of the Tapuika Iwi Authority Trust]

Grant of Easement

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A grants to the Grantee the easement set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedules

Dated this day of 2013

Attestation

	Signed in my presence by the Grantor _____ <i>Signature of Witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed):-</i> Witness name Occupation Address
Signature [Common seal] of Grantor	
Signature [Common Seal] of Grantee	Signed in my presence by the Grantee _____ <i>Signature of Witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed):-</i> Witness name Occupation Address

Certified correct for the purposes of the Land Transfer Act 1952

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DOCUMENTS

7.4 TE MATAI FOREST (NORTH) RIGHT OF WAY EASEMENT

Annexure Schedule 1

Easement Instrument

Dated 2013

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Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Identifier/CT)	Dominant Tenement (Identifier/CT or in gross)
Right of Way	Marked A on SO 60851	Section 15 Block XVI Otanewainuku SD	CFR 397263

Easements rights and powers

Unless otherwise provided below, the Rights and Powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the fifth Schedule to the Property Law Act 2007.

The implied rights and powers are hereby added to by the provisions set out in Annexure Schedule

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

DOCUMENTS

7.4 TE MATAI FOREST (NORTH) RIGHT OF WAY EASEMENT

Annexure Schedule 2

EASEMENT

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Easement Name for reference

1 DEFINITIONS

In this Easement Instrument, unless the context otherwise requires:

"Grantee" means the registered proprietor of the Grantee's Land and includes the Grantee's servants, tenants, agents, employees, contractors, licensees and invitees of the Grantee but does not include members of the general public;

"Grantor" means the registered proprietor for the time being of the Grantor's Land;

"Grantee's Land" means the land described as the Dominant Land in Schedule A of this Easement Instrument; and

"Grantor's Land" means the land described as the Servient Land in Schedule A of this Easement Instrument.

2 CONSTRUCTION

In the construction of this Easement Instrument unless the context otherwise requires:

2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Easement Instrument;

2.2 references to Clauses and the Schedule are to the clauses and the schedule of this Easement Instrument;

2.3 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and

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

3 GRANT OF ACCESS RIGHTS

3.1 The Grantor hereby grants to the Grantee a right of way over those parts of the Grantor's Land shown in Schedule A of this Easement Instrument ("Easement Area") together with the rights and powers set out in Schedule Four of the Land Transfer Regulations 2002 and the Fifth Schedule to the Property Law Act 2007 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Easement Instrument.

3.2 In consideration of the Grantor agreeing to enter into this Easement Instrument the Grantee shall observe the obligations imposed on it under this Easement Instrument.

4 OBLIGATIONS OF THE GRANTEE

The rights and powers conferred under Clause 3 are granted subject to the following conditions and obligations

4.1 The Grantee shall when passing or re-passing over the Grantor's Land:

4.1.1 wherever possible, remain on the roads and tracks constructed on the Easement Area and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and their witnesses

DOCUMENTS

7.4 TE MATAI FOREST (NORTH) RIGHT OF WAY EASEMENT

or their solicitors must put their signatures or initials here.

Annexure Schedule 2

EASEMENT Dated Page of Pages

- 4.1.2 not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Grantor;
- 4.1.3 shall not use or operate or cause to be used or operated any welding equipment on the Grantor's Land without the prior written permission of the Grantor;
- 4.1.4 immediately after passing through any gates on the Grantor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;
- 4.1.5 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) either on the Grantor's Land, on any surrounding or adjoining land, forest or water, or to any forest produce on the Grantor's Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this Clause 4.1.5):
 - (a) comply strictly with all reasonable conditions that may be imposed from time to time by the Grantor or other lawful authority; and
 - (b) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames;

- 4.2 Subject to Clauses 4.4 and 4.7, the Grantee shall, at its cost, repair to the satisfaction of the Grantor, any of the Grantor's roads, tracks, fences, gates, drains, buildings or other structures which are damaged by the Grantee.
- 4.3 Subject to Clauses 4.4, 4.7 and 5, in the event that the Grantor's roads, tracks and other structures are not of sufficient standard for the use to be made of them by the Grantee, then any necessary improvements shall be at the sole cost of the Grantee.
- 4.4 When carrying out any repairs or improvements to a road under clauses 4.2 and 4.3, the Grantee shall not:
 - 4.4.1 widen the road; or
 - 4.4.2 alter the location of the road; or
 - 4.4.3 alter the way in which the run-off from the road is disposed of; or
 - 4.4.4 change the nature of the road surface; or
 - 4.4.5 park or store equipment or material on the Grantor's Land,without the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed. Whilst the lease referred to in Clause 7 remains in force, the Grantee must also secure the prior written approval of the Lessee, such Lessee's approval is not to be unreasonably withheld or delayed.
- 4.5 The Grantee shall not exhibit any notice or sign on the Grantor's Land without prior written consent of the Grantor (as to style, content, wording, size and location) provided that such consent not to be unreasonably or arbitrarily withheld.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and their witnesses or their solicitors must put their signatures or initials here.

DOCUMENTS

7.4 TE MATAI FOREST (NORTH) RIGHT OF WAY EASEMENT

DOCUMENTS

7.4 TE MATAI FOREST (NORTH) RIGHT OF WAY EASEMENT

Annexure Schedule 2

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- 4.6 The Grantee will ensure, at all times, in the exercise of the rights set out in this Easement Instrument that its agents, employees or contractors will not obstruct or hamper the Grantor or its agents, employees or contractors in its or their normal or reasonable use of the Grantor's Land.
- 4.7 The Grantee shall not erect any structures on the Grantor's Land or make any additions or alterations to existing structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed;
- 4.8 The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any forest produce on the Grantor's Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any forest produce without the prior written approval of the Grantor;
- 4.9 The Grantee shall not, without the prior written approval of the Grantor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Grantor's Land, nor shall the Grantee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Grantor; and
- 4.10 The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Easement Instrument.

5 MAINTENANCE

- 5.1 Subject to Clause 5.2 to 5.5, if the Grantee's use of the right of way is sufficient to require a contribution to maintenance costs, then the Grantor may charge the Grantee for maintenance based on actual costs and actual use by the Grantee.
- 5.2 The Grantor and the Grantee acknowledge that the road established on the Easement Area is part of a single roadway linking State Highway 5 with State Highway 36 (Pyes Pa Road) ("Roadway") and will be used by other persons including the Lessee (defined in Clause 7).
- 5.3 The Grantor and Grantee shall in good faith seek to discuss and agree between them and all other persons with rights of access over the Roadway a maintenance plan on matters including:
 - 5.3.1 the party or parties responsible for undertaking the maintenance and upgrade works (if required) to the Roadway;
 - 5.3.2 the timing and standard of maintenance and upgrade works (as appropriate);
 - 5.3.3 the reasonable apportionment of costs of any maintenance and upgrade works between the various users of the Roadway as determined by the frequency and nature of use (which may assume the form of a unit charge or annual payment system together with the establishment of a sinking fund); and
 - 5.3.4 any other matter relating to maintenance of the Roadway as the Grantor, Grantee, the Lessee and/or other users of the Roadway considers necessary; and
 - 5.3.5 such maintenance plan shall incorporate appropriate processes to review and update the maintenance plan annually.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and their witnesses

DOCUMENTS

7.4 TE MATAI FOREST (NORTH) RIGHT OF WAY EASEMENT

or their solicitors must put their signatures or initials here.

Annexure Schedule 2

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5.4 The Grantee shall be liable for the cost of making good any damage to the roads subject to this Easement Instrument caused by its servants, agents, employees, contractors, workers and invitees and any licensee, lessee or tenant of the Grantee.

5.5 The Grantor shall be liable for the cost of making good any damage to the roads subject to this Easement Instrument caused by its servants, agents, employees, contractors, workers and invitees and any licensee, lessee or tenant of the Grantor.

6 COSTS

The Grantee shall be liable to the Grantor for any reasonable costs or expenses, including reasonable legal costs, incurred by the Grantor arising from or incidental to the enforcement of any provision in this Easement Instrument.

7 LEASE [Clause to be included where relevant]

The Grantor and the Grantee record that at the time that the easement is granted there is a lease registered over the Grantor's land in favour of [enter Lessee name] and its permitted successors and assigns as lessee ("Lessee"). This Easement Instrument is entered into subject to, and does not override the terms of the lease.

8 ASSIGNMENT

The Grantee may assign all its rights and obligations under this Easement Instrument and from the date of such assignment shall cease to have any liability whatsoever in respect of this Easement Instrument. The Grantor agrees to release the Grantee from all obligations under this Easement Instrument from the date of such assignment.

9 DELEGATION

All rights, benefits, and obligations of a party to this Easement Instrument arising under this Easement Instrument may be exercised by a person duly appointed by that party PROVIDED THAT the exercise of any such rights, benefits, or obligations by that duly appointed person shall not limit the liability of either party in the performance or observance of the provisions of this Easement Instrument.

10 NOTICES

10.1 Any notices to be given by one party under this Easement Instrument to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the addressee in writing to the other party at:

10.1.1 The Grantor's address as set out in paragraph 1 of the Schedule for Notices; and

10.1.2 The Grantee's address as set out in paragraph 2 of the Schedule for Notices.

10.2 Any notice posted shall be deemed to be served three (3) working days after the date of posting.

11 DISPUTES

11.1 If any party hereto has any dispute with any party in connection with the provisions of this Easement Instrument

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and their witnesses

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7.4 TE MATAI FOREST (NORTH) RIGHT OF WAY EASEMENT

or their solicitors must put their signatures or initials here.

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7.4 TE MATAI FOREST (NORTH) RIGHT OF WAY EASEMENT

Annexure Schedule 2

EASEMENT

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11.1.1 That party will give full written particulars of the dispute to the other;

11.1.2 The parties will promptly meet together and in good faith try and resolve the dispute.

11.2 If the dispute is not resolved in 14 days of written particulars being given (or any longer period agreed by the parties) the dispute will be referred to arbitration in accordance with the Arbitration Act 1996.

12 SEVERABILITY

If any part of this Easement Instrument is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Easement Instrument which shall remain in force.

SCHEDULE for NOTICES

GRANTOR'S ADDRESS:

GRANTEE'S ADDRESS:

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and their witnesses or their solicitors must put their signatures or initials here.

DOCUMENTS

7.5 TE MATAI FOREST (SOUTH) RIGHT OF WAY EASEMENT - FORM A

DOCUMENTS

7.5 TE MATAI FOREST (SOUTH) RIGHT OF WAY EASEMENT – FORM A

Easement in favour of DoC over lwi land: Te Matai Sth

EASEMENT INSTRUMENT TO GRANT EASEMENT

Pursuant to Section 90 Land Transfer Act 1952

Land Registration District

South Auckland

BARCODE

Grantors

Surname must be underlined

[Trustees of Te Tahuhu o Tawakeheimoa Trust]
 [Trustees of the Tapuika lwi Authority Trust]

Grantee

Surname must be underlined

Her Majesty the Queen in right of New Zealand acting by and through the Minister of Conservation

Grant of Easement

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A grants to the Grantee the easement set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedules

Dated this day of 2013

Attestation

<p>[Trustees of Te Tahuhu o Tawakeheimoa Trust]</p>	<p>Signed in my presence by the Grantor</p> <p>_____</p> <p><i>Signature of Witness</i></p>
<p>Signature [Common seal] of Grantor</p> <p>[Trustees of the Tapuika lwi Authority Trust]</p>	<p><i>Witness to complete in BLOCK letters (unless legibly printed):-</i></p> <p>Witness name</p> <p>Occupation</p> <p>Address</p>
<p>Signature [Common seal] of Grantor</p>	
<p>Jan Johannes Hania Acting Conservator for the East Coast Bay of Plenty Conservancy acting for The Minister of Conservation under delegated authority pursuant to a written delegation dated 29 October 1997.</p> <p>Signature [Common Seal] of Grantee</p>	<p>Signed in my presence by the Grantee</p> <p>_____</p> <p><i>Signature of Witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed):-</i></p> <p>Witness name</p> <p>Occupation</p> <p>Address</p>

Certified correct for the purposes of the Land Transfer Act 1952

DOCUMENTS

7.5 TE MATAI FOREST (SOUTH) RIGHT OF WAY EASEMENT – FORM A

Easement in favour of DoC over lwi land: Te Matai Sth

Annexure Schedule 1

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Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Identifier/CT)	Dominant Tenement (Identifier/CT or in gross)
Right of Way	Marked A on SO 60854	CFR 532171 Sec 1 SO 60855	Pt Sec 7 Blk XIII Maketu SD

Easements rights and powers

Unless otherwise provided below, the Rights and Powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the fifth Schedule to the Property Law Act 2007.

The implied rights and powers are hereby added to by the provisions set out in Annexure Schedule 2

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

DOCUMENTS

7.5 TE MATAI FOREST (SOUTH) RIGHT OF WAY EASEMENT – FORM A

Annexure Schedule 2

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Easement Name for reference

1 DEFINITIONS

In this Easement Instrument, unless the context otherwise requires:

"Grantee" means the registered proprietor of the Grantee's Land and includes the Grantee's servants, tenants, agents, employees, contractors, licensees and invitees of the Grantee but does not include members of the general public;

"Grantor" means the registered proprietor for the time being of the Grantor's Land;

"Grantee's Land" means the land described as the Dominant Land in Schedule A of this Easement Instrument; and

"Grantor's Land" means the land described as the Servient Land in Schedule A of this Easement Instrument.

2 CONSTRUCTION

In the construction of this Easement Instrument unless the context otherwise requires:

- 2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Easement Instrument;
- 2.2 references to Clauses and the Schedule are to the clauses and the schedule of this Easement Instrument;
- 2.3 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and
- 2.4 the singular includes the plural and vice versa, and words importing any gender include the other genders.

3 GRANT OF ACCESS RIGHTS

- 3.1 The Grantor hereby grants to the Grantee a right of way over those parts of the Grantor's Land shown in Schedule A of this Easement Instrument ("Easement Area") together with the rights and powers set out in Schedule Four of the Land Transfer Regulations 2002 and the Fifth Schedule to the Property Law Act 2007 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Easement Instrument.
- 3.2 In consideration of the Grantor agreeing to enter into this Easement Instrument the Grantee shall observe the obligations imposed on it under this Easement Instrument.

4 OBLIGATIONS OF THE GRANTEE

The rights and powers conferred under Clause 3 are granted subject to the following conditions and obligations:

- 4.1 The Grantee shall when passing or re-passing over the Grantor's Land:

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and their witnesses or their solicitors must put their signatures or initials here.

DOCUMENTS

7.5 TE MATAI FOREST (SOUTH) RIGHT OF WAY EASEMENT – FORM A

Annexure Schedule 2

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- 4.1.1 wherever possible, remain on the roads and tracks constructed on the Easement Area and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;
- 4.1.2 not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Grantor;
- 4.1.3 shall not use or operate or cause to be used or operated any welding equipment on the Grantor's Land without the prior written permission of the Grantor;
- 4.1.4 immediately after passing through any gates on the Grantor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;
- 4.1.5 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) either on the Grantor's Land, on any surrounding or adjoining land, forest or water, or to any forest produce on the Grantor's Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this Clause 4.1.5):
 - (a) comply strictly with all reasonable conditions that may be imposed from time to time by the Grantor or other lawful authority; and
 - (b) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames;
- 4.2 Subject to Clauses 4.4 and 4.7, the Grantee shall, at its cost, repair to the satisfaction of the Grantor, any of the Grantor's roads, tracks, fences, gates, drains, buildings or other structures which are damaged by the Grantee.
- 4.3 Subject to Clauses 4.4, 4.7 and 5, in the event that the Grantor's roads, tracks and other structures are not of sufficient standard for the use to be made of them by the Grantee, then any necessary improvements shall be at the sole cost of the Grantee.
- 4.4 When carrying out any repairs or improvements to a road under clauses 4.2 and 4.3, the Grantee shall not:
 - 4.4.1 widen the road; or
 - 4.4.2 alter the location of the road; or
 - 4.4.3 alter the way in which the run-off from the road is disposed of; or
 - 4.4.4 change the nature of the road surface; or
 - 4.4.5 park or store equipment or material on the Grantor's Land,without the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed. Whilst the lease referred to in Clause 7 remains in force, the Grantee must also secure the prior written approval of the Lessee, such Lessee's approval is not to be unreasonably withheld or delayed.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and their witnesses or their solicitors must put their signatures or initials here.

DOCUMENTS

7.5 TE MATAI FOREST (SOUTH) RIGHT OF WAY EASEMENT – FORM A

Annexure Schedule 2

EASEMENT

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- 4.5 The Grantee shall not exhibit any notice or sign on the Grantor's Land without prior written consent of the Grantor (as to style, content, wording, size and location) provided that such consent not to be unreasonably or arbitrarily withheld.
- 4.6 The Grantee will ensure, at all times, in the exercise of the rights set out in this Easement Instrument that its agents, employees or contractors will not obstruct or hamper the Grantor or its agents, employees or contractors in its or their normal or reasonable use of the Grantor's Land.
- 4.7 The Grantee shall not erect any structures on the Grantor's Land or make any additions or alterations to existing structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed;
- 4.8 The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any forest produce on the Grantor's Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any forest produce without the prior written approval of the Grantor;
- 4.9 The Grantee shall not, without the prior written approval of the Grantor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Grantor's Land, nor shall the Grantee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Grantor; and
- 4.10 The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Easement Instrument.

5 MAINTENANCE

- 5.1 Subject to Clause 5.2 to 5.5, if the Grantee's use of the right of way is sufficient to require a contribution to maintenance costs, then the Grantor may charge the Grantee for maintenance based on actual costs and actual use by the Grantee.
- 5.2 The Grantor and the Grantee acknowledge that the road established on the Easement Area is part of a single roadway linking State Highway 5 with State Highway 36 (Pyes Pa Road) ("Roadway") and will be used by other persons including the Lessee (defined in Clause 7).
- 5.3 The Grantor and Grantee shall in good faith seek to discuss and agree between them and all other persons with rights of access over the Roadway a maintenance plan on matters including:
- 5.3.1 the party or parties responsible for undertaking the maintenance and upgrade works (if required) to the Roadway;
 - 5.3.2 the timing and standard of maintenance and upgrade works (as appropriate);
 - 5.3.3 the reasonable apportionment of costs of any maintenance and upgrade works between the various users of the Roadway as determined by the frequency and nature of use (which may assume the form of a unit charge or annual payment system together with the establishment of a sinking fund); and

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and their witnesses or their solicitors must put their signatures or initials here.

DOCUMENTS

7.5 TE MATAI FOREST (SOUTH) RIGHT OF WAY EASEMENT – FORM A

Annexure Schedule 2

EASEMENT Dated Page of Pages

5.3.4 any other matter relating to maintenance of the Roadway as the Grantor, Grantee, the Lessee and/or other users of the Roadway considers necessary; and

5.3.5 such maintenance plan shall incorporate appropriate processes to review and update the maintenance plan annually.

5.4 The Grantee shall be liable for the cost of making good any damage to the roads subject to this Easement Instrument caused by its servants, agents, employees, contractors, workers and invitees and any licensee, lessee or tenant of the Grantee.

5.5 The Grantor shall be liable for the cost of making good any damage to the roads subject to this Easement Instrument caused by its servants, agents, employees, contractors, workers and invitees and any licensee, lessee or tenant of the Grantor.

6 COSTS

The Grantee shall be liable to the Grantor for any reasonable costs or expenses, including reasonable legal costs, incurred by the Grantor arising from or incidental to the enforcement of any provision in this Easement Instrument.

7 LEASE [Clause to be included where relevant]

The Grantor and the Grantee record that at the time that the easement is granted there is a lease registered over the Grantor's land in favour of [enter Lessee name] and its permitted successors and assigns as lessee ("Lessee"). This Easement Instrument is entered into subject to, and does not override the terms of the lease.

8 ASSIGNMENT

The Grantee may assign all its rights and obligations under this Easement Instrument and from the date of such assignment shall cease to have any liability whatsoever in respect of this Easement Instrument. The Grantor agrees to release the Grantee from all obligations under this Easement Instrument from the date of such assignment.

9 DELEGATION

All rights, benefits, and obligations of a party to this Easement Instrument arising under this Easement Instrument may be exercised by a person duly appointed by that party PROVIDED THAT the exercise of any such rights, benefits, or obligations by that duly appointed person shall not limit the liability of either party in the performance or observance of the provisions of this Easement Instrument.

10 NOTICES

10.1 Any notices to be given by one party under this Easement Instrument to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the addressee in writing to the other party at:

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and their witnesses or their solicitors must put their signatures or initials here.

DOCUMENTS

7.5 TE MATAI FOREST (SOUTH) RIGHT OF WAY EASEMENT – FORM A

Annexure Schedule 2

EASEMENT

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10.1.1 The Grantor's address as set out in paragraph 1 of the Schedule for Notices; and

10.1.2 The Grantee's address as set out in paragraph 2 of the Schedule for Notices.

10.2 Any notice posted shall be deemed to be served three (3) working days after the date of posting.

11 DISPUTES

11.1 If any party hereto has any dispute with any party in connection with the provisions of this Easement Instrument

11.1.1 That party will give full written particulars of the dispute to the other;

11.1.2 The parties will promptly meet together and in good faith try and resolve the dispute.

11.2 If the dispute is not resolved in 14 days of written particulars being given (or any longer period agreed by the parties) the dispute will be referred to arbitration in accordance with the Arbitration Act 1996.

12 SEVERABILITY

If any part of this Easement Instrument is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Easement Instrument which shall remain in force.

SCHEDULE for NOTICES

GRANTOR'S ADDRESS:

GRANTEE'S ADDRESS:

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and their witnesses or their solicitors must put their signatures or initials here.

DOCUMENTS

7.6. TE MATAI FOREST (SOUTH) RIGHT OF WAY EASEMENT - FORM B

DOCUMENTS

7.6 TE MATAI FOREST (SOUTH) RIGHT OF WAY EASEMENT – FORM B

Easement in favour of DoC over Iwi land: Te Matai Sth

EASEMENT INSTRUMENT TO GRANT EASEMENT

Pursuant to Section 90 Land Transfer Act 1952

Land Registration District

South Auckland

BARCODE

Grantor

Surname must be underlined

Her Majesty the Queen in right of New Zealand acting by and through the Minister of Conservation

Grantee

Surname must be underlined

[Trustees of the Te Tahuu o Tawakeheimoa Trust]
[Trustees of the Tapuika Iwi Authority Trust]

Grant of Easement

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A grants to the Grantee the easement set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedules

Dated this day of 2013

Attestation

<p>Jan Johannes Hania Acting Conservator for the East Coast Bay of Plenty Conservancy acting for The Minister of Conservation under delegated authority pursuant to a written delegation dated 29 October 1997.</p>	<p>Signed in my presence by the Grantor</p> <p>_____</p> <p><i>Signature of Witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed):-</i></p> <p>Witness name</p> <p>Occupation</p> <p>Address</p>
<p>Signature [Common seal] of Grantor</p>	
<p>[Trustees of Te Tahuu o Tawakeheimoa Trust]</p>	<p>Signed in my presence by the Grantee</p> <p>_____</p> <p><i>Signature of Witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed):-</i></p> <p>Witness name</p> <p>Occupation</p> <p>Address</p>
<p>Signature [Common Seal] of Grantee</p> <p>Trustees of the Tapuika Iwi Authority Trust</p>	
<p>Signature [Common Seal] of Grantee</p>	

Certified correct for the purposes of the Land Transfer Act 1952

DOCUMENTS

7.6 TE MATAI FOREST (SOUTH) RIGHT OF WAY EASEMENT – FORM B

Easement in favour of DoC over Iwi land: Te Matai Sth

Annexure Schedule 1

Easement Instrument

Dated 2013

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Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Identifier/CT)	Dominant Tenement (Identifier/CT or in gross)
Right of Way	Marked A & B on SO 60849	Pt Sec 21 Block IV Rotorua SD& Stopped Road SO 58322	CFR 532170 Sec 1 SO 60849

Easements rights and powers

Unless otherwise provided below, the Rights and Powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the fifth Schedule to the Property Law Act 2007.

The implied rights and powers are hereby added to by the provisions set out in Annexure Schedule 2

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

DOCUMENTS

7.6 TE MATAI FOREST (SOUTH) RIGHT OF WAY EASEMENT – FORM B

Easement in favour of DoC over Iwi land: Te Matai Sth

Annexure Schedule 2

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Easement Name for reference

1 DEFINITIONS

In this Easement Instrument, unless the context otherwise requires:

"Grantee" means the registered proprietor of the Grantee's Land and includes the Grantee's servants, tenants, agents, employees, contractors, licensees and invitees of the Grantee but does not include members of the general public;

"Grantor" means the registered proprietor for the time being of the Grantor's Land;

"Grantee's Land" means the land described as the Dominant Land in Schedule A of this Easement Instrument; and

"Grantor's Land" means the land described as the Servient Land in Schedule A of this Easement Instrument.

2 CONSTRUCTION

In the construction of this Easement Instrument unless the context otherwise requires:

2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Easement Instrument;

2.2 references to Clauses and the Schedule are to the clauses and the schedule of this Easement Instrument;

2.3 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and

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

3 GRANT OF ACCESS RIGHTS

3.1 The Grantor hereby grants to the Grantee a right of way over those parts of the Grantor's Land shown in Schedule A of this Easement Instrument ("Easement Area") together with the rights and powers set out in Schedule Four of the Land Transfer Regulations 2002 and the Fifth Schedule to the Property Law Act 2007 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Easement Instrument.

3.2 In consideration of the Grantor agreeing to enter into this Easement Instrument the Grantee shall observe the obligations imposed on it under this Easement Instrument.

4 OBLIGATIONS OF THE GRANTEE

The rights and powers conferred under Clause 3 are granted subject to the following conditions and obligations:

4.1 The Grantee shall when passing or repassing over the Grantor's Land:

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and their witnesses or their solicitors must put their signatures or initials here.

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7.6 TE MATAI FOREST (SOUTH) RIGHT OF WAY EASEMENT – FORM B

Annexure Schedule 2

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- 4.1.1 wherever possible, remain on the roads and tracks constructed on the Easement Area and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;
- 4.1.2 not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Grantor;
- 4.1.3 shall not use or operate or cause to be used or operated any welding equipment on the Grantor's Land without the prior written permission of the Grantor;
- 4.1.4 immediately after passing through any gates on the Grantor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;
- 4.1.5 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) either on the Grantor's Land, on any surrounding or adjoining land, forest or water, or to any forest produce on the Grantor's Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this Clause 4.1.5):
- (a) comply strictly with all reasonable conditions that may be imposed from time to time by the Grantor or other lawful authority; and
 - (b) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames;
- 4.2 Subject to Clauses 4.4 and 4.7, the Grantee shall, at its cost, repair to the satisfaction of the Grantor, any of the Grantor's roads, tracks, fences, gates, drains, buildings or other structures which are damaged by the Grantee.
- 4.3 Subject to Clauses 4.4, 4.7 and 5, in the event that the Grantor's roads, tracks and other structures are not of sufficient standard for the use to be made of them by the Grantee, then any necessary improvements shall be at the sole cost of the Grantee.
- 4.4 When carrying out any repairs or improvements to a road under clauses 4.2 and 4.3, the Grantee shall not:
- 4.4.1 widen the road; or
 - 4.4.2 alter the location of the road; or
 - 4.4.3 alter the way in which the run-off from the road is disposed of; or
 - 4.4.4 change the nature of the road surface; or
 - 4.4.5 park or store equipment or material on the Grantor's Land,

without the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed. Whilst the lease referred to in Clause 7 remains in force, the Grantee must also secure the prior written approval of the Lessee, such Lessee's approval is not to be unreasonably withheld or delayed.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and their witnesses or their solicitors must put their signatures or initials here.

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7.6 TE MATAI FOREST (SOUTH) RIGHT OF WAY EASEMENT – FORM B

Annexure Schedule 2

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- 4.5 The Grantee shall not exhibit any notice or sign on the Grantor's Land without prior written consent of the Grantor (as to style, content, wording, size and location) provided that such consent not to be unreasonably or arbitrarily withheld.
- 4.6 The Grantee will ensure, at all times, in the exercise of the rights set out in this Easement Instrument that its agents, employees or contractors will not obstruct or hamper the Grantor or its agents, employees or contractors in its or their normal or reasonable use of the Grantor's Land.
- 4.7 The Grantee shall not erect any structures on the Grantor's Land or make any additions or alterations to existing structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed;
- 4.8 The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any forest produce on the Grantor's Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any forest produce without the prior written approval of the Grantor;
- 4.9 The Grantee shall not, without the prior written approval of the Grantor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Grantor's Land, nor shall the Grantee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Grantor; and
- 4.10 The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Easement Instrument.

5 MAINTENANCE

- 5.1 Subject to Clause 5.2 to 5.5, if the Grantee's use of the right of way is sufficient to require a contribution to maintenance costs, then the Grantor may charge the Grantee for maintenance based on actual costs and actual use by the Grantee.
- 5.2 The Grantor and the Grantee acknowledge that the road established on the Easement Area is part of a single roadway linking State Highway 5 with State Highway 36 (Pyes Pa Road) ("Roadway") and will be used by other persons including the Lessee (defined in Clause 7).
- 5.3 The Grantor and Grantee shall in good faith seek to discuss and agree between them and all other persons with rights of access over the Roadway a maintenance plan on matters including:
- 5.3.1 the party or parties responsible for undertaking the maintenance and upgrade works (if required) to the Roadway;
- 5.3.2 the timing and standard of maintenance and upgrade works (as appropriate);
- 5.3.3 the reasonable apportionment of costs of any maintenance and upgrade works between the various users of the Roadway as determined by the frequency and nature of use (which may assume the form of a unit charge or annual payment system together with the establishment of a sinking fund); and

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and their witnesses or their solicitors must put their signatures or initials here.

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7.6 TE MATAI FOREST (SOUTH) RIGHT OF WAY EASEMENT – FORM B

Annexure Schedule 2

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5.3.4 any other matter relating to maintenance of the Roadway as the Grantor, Grantee, the Lessee and/or other users of the Roadway considers necessary; and

5.3.5 such maintenance plan shall incorporate appropriate processes to review and update the maintenance plan annually.

5.4 The Grantee shall be liable for the cost of making good any damage to the roads subject to this Easement Instrument caused by its servants, agents, employees, contractors, workers and invitees and any licensee, lessee or tenant of the Grantee.

5.5 The Grantor shall be liable for the cost of making good any damage to the roads subject to this Easement Instrument caused by its servants, agents, employees, contractors, workers and invitees and any licensee, lessee or tenant of the Grantor.

6 COSTS

The Grantee shall be liable to the Grantor for any reasonable costs or expenses, including reasonable legal costs, incurred by the Grantor arising from or incidental to the enforcement of any provision in this Easement Instrument.

7 LEASE [Clause to be included where relevant]

The Grantor and the Grantee record that at the time that the easement is granted there is a lease registered over the Grantor's land in favour of [enter Lessee name] and its permitted successors and assigns as lessee ("Lessee"). This Easement Instrument is entered into subject to, and does not override the terms of the lease.

8 ASSIGNMENT

The Grantee may assign all its rights and obligations under this Easement Instrument and from the date of such assignment shall cease to have any liability whatsoever in respect of this Easement Instrument. The Grantor agrees to release the Grantee from all obligations under this Easement Instrument from the date of such assignment.

9 DELEGATION

All rights, benefits, and obligations of a party to this Easement Instrument arising under this Easement Instrument may be exercised by a person duly appointed by that party PROVIDED THAT the exercise of any such rights, benefits, or obligations by that duly appointed person shall not limit the liability of either party in the performance or observance of the provisions of this Easement Instrument.

10 NOTICES

10.1 Any notices to be given by one party under this Easement Instrument to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the addressee in writing to the other party at:

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and their witnesses or their solicitors must put their signatures or initials here.

DOCUMENTS

7.6 TE MATAI FOREST (SOUTH) RIGHT OF WAY EASEMENT – FORM B

Annexure Schedule 2

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10.1.1 The Grantor's address as set out in paragraph 1 of the Schedule for Notices; and

10.1.2 The Grantee's address as set out in paragraph 2 of the Schedule for Notices.

10.2 Any notice posted shall be deemed to be served three (3) working days after the date of posting.

11 DISPUTES

11.1 If any party hereto has any dispute with any party in connection with the provisions of this Easement Instrument

11.1.1 That party will give full written particulars of the dispute to the other;

11.1.2 The parties will promptly meet together and in good faith try and resolve the dispute.

11.2 If the dispute is not resolved in 14 days of written particulars being given (or any longer period agreed by the parties) the dispute will be referred to arbitration in accordance with the Arbitration Act 1996.

12 SEVERABILITY

If any part of this Easement Instrument is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Easement Instrument which shall remain in force.

SCHEDULE for NOTICES

GRANTOR'S ADDRESS:

GRANTEE'S ADDRESS:

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and their witnesses or their solicitors must put their signatures or initials here.

8 LEASE FOR LEASEBACK PROPERTY

8.1 MEMORANDUM OF LEASE

Entity

HER MAJESTY THE QUEEN
acting by and through the
COMMISSIONER OF POLICE

MEMORANDUM OF LEASE

mortlock mccormack law

Telephone +64 3 377 2900 Facsimile +64 3 377 2999
lawr@mortlock-mccormack.co.nz • www.mortlock-mccormack.co.nz
Level 1, 47 Cathedral Square • PO Box 13 474 • DX WP21036 - Christchurch 8031 • New Zealand

MEMORANDUM OF LEASE

DATE:

PARTIES:

- (1) **THE TAPUIKA IWI AUTHORITY TRUST (Lessor)**
- (2) **HER MAJESTY THE QUEEN acting by and through the COMMISSIONER OF POLICE (Lessee)**

THE LESSOR DOES HEREBY LEASE TO THE LESSEE and THE LESSEE DOES TAKE ON LEASE the Land for the term and at the rental set out in the Reference Schedule and subject to the covenants, conditions, agreements and restrictions set out in this Lease which comprises the Schedule of Terms, the Reference Schedule and the Schedule of Land.

IN WITNESS WHEREOF these presents have been executed this day of 20 .

Signed for and on behalf of)
THE TAPUIKA IWI AUTHORITY TRUST)
in the presence of:)

Signed for and on behalf of)
HER MAJESTY THE QUEEN)
acting by and through the)
COMMISSIONER OF POLICE by)

authorised agent of the Commissioner)
of **New Zealand Police**, on behalf of the)
Commissioner of **New Zealand Police**)
in the presence of)

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8: LEASE FOR LEASEBACK PROPERTY

THE REFERENCE SCHEDULE

ITEM 1: LESSOR PARTICULARS:

Name: The Tapuika Iwi Authority Trust

Address: PO Box 15, Te Puke 3153

Fax:

Contact person: Secretary

ITEM 2: LESSEE PARTICULARS:

Name: Her Majesty the Queen acting by and through the Commissioner of Police

Address: New Zealand Police, National Property Office, P O Box 3017, Wellington

Fax: (04) 498 7415 Telephone: (04) 474 9473

Contact person: National Property Manager

ITEM 3: LAND:

0.2268 hectares, more or less, being Lot 1 DPS 307255.

All Computer Free hold Register 28206.

ITEM 4: TERM:

Ten Years

ITEM 5: DATE OF COMMENCEMENT:

[]

ITEM 6: FURTHER TERMS:

Perpetual rights of renewal of ten (10) years each subject to clause 13.1(e)

ITEM 7: RENEWAL DATES:

[] and every tenth (10th) anniversary date thereafter

ITEM 8: ANNUAL RENT:

\$12,900 plus GST

ITEM 9: RENT COMMENCEMENT DATE:

[]

DOCUMENTS

8: LEASE FOR LEASEBACK PROPERTY

ITEM 10: REVIEW DATES:

Five yearly from the Commencement Date of this Lease.

ITEM 11: PERMITTED USE:

For Police purposes and any permitted activity under the relevant Regional and District Plans or use permitted under any resource consent held in respect of the Land.

THE SCHEDULE OF TERMS

1 INTERPRETATION

- 1.1 For the purpose of the interpretation or construction of this Lease unless the context provides otherwise:
- (a) Words importing any gender shall include all other genders.
 - (b) Words importing the singular shall include the plural and vice versa.
 - (c) Payments shall be made in the lawful currency of New Zealand.
 - (d) Headings are for ease of reference only and do not in any way limit or govern the construction of the terms of this Lease.
 - (e) References to schedules are references to schedules in this Lease and clauses are references to clauses in this Schedule of Terms and references to parties are references to the parties to this Lease and their respective successors and assigns (if permitted in the case of the Lessee under Clause 13) unless expressly stated otherwise.
 - (f) Any reference in this Lease to any statute is deemed to include all amendments, revisions, substitutions or consolidations made from time to time to that statute.
 - (g) A "person" shall include any individual person, a corporation, a company or other body corporate, an unincorporated body of persons, a public body, firm, partnership, joint venture, association, organisation, trust or a Crown entity as defined in Section 7(1) of the Crown Entities Act 2004 or a State Owned Enterprise in each case whether or not having separate legal personality.
 - (h) "writing" shall include words visibly represented or reproduced.
 - (i) No consent or waiver, express or implied, by the Lessor to or of any breach of any covenant, condition, or duty of the Lessee will be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty. No waiver of any breach of the Lessee will be implied from the Lessor's failure to exercise the Lessor's rights or any of them in respect of that breach.
 - (j) Nothing contained in this Lease shall be deemed or construed or constitute any party, a partner, agent or representative of the other party or be deemed to create any trust, commercial partnership or joint venture.
 - (k) The invalidity of any part or provision of this Lease shall not affect the enforceability of any other part or provision thereof.
 - (l) The parties acknowledge and agree that certain covenants set out in this Lease (in particular provisions relating to the treatment of Improvements on termination or sooner determination of this Lease) shall continue

DOCUMENTS

8: LEASE FOR LEASEBACK PROPERTY

beyond determination of this Lease for the benefit of the parties notwithstanding such determination.

- (m) This Lease shall be construed and take effect in accordance with the laws of New Zealand.
- (n) Any provision in this Lease to be performed by two or more persons shall bind those persons jointly and severally.
- (o) Any reference in this Lease to "month" or "monthly" shall mean respectively calendar month and calendar monthly.
- (p) "Authority" means any Government authority whether national or territorial or any other Government or statutory authority appointed or established by statute in New Zealand having jurisdiction over or in respect of the Land and any Improvements.
- (q) "Business days" means any day other than a Saturday or Sunday or statutory or anniversary holiday.
- (r) "Date of Commencement" means the date specified in Item 5 of the Reference Schedule.
- (s) "Government Agency" includes any department or instrument of the Executive Government of New Zealand; and, includes:
 - (i) a body corporate or corporation sole (whether called a corporation sole), commission, council, board, authority, or by any name) that has been established or constituted by a public Act of Parliament and that is named in that Act;
 - (ii) a body corporate or organisation that is controlled wholly by the Crown or by any such Department, instrument, corporate, corporation sole, or organisation;
 - (iii) a Crown Entity within the meaning of the Crown Entities Act 2004 or as otherwise established or constituted by an Act of Parliament;
 - (iv) a State enterprise within the meaning of the State-Owned Enterprises Act 1985;
- (t) "Improvements" means all Improvements excluding Lessor's Improvements whether constructed or installed on the Land before or at any time during the term of this Lease (including any renewal or variation extending the term of this Lease), including any building, structure or other improvements on or fixed to the Land and any concrete paving, tiles, carpark sealing, mechanical services, plant, machinery, equipment, signage, fixtures and fittings.
- (u) "The Land" means that land described in the Schedule of Land excluding the Improvements.
- (v) The expression "Lessor" and "Lessee" includes their respective successors and assigns (if permitted in the case of the Lessee under Clause 13) and where the context permits the Lessee includes the Lessee's Sublessees and other lawful occupiers of the Land and the

DOCUMENTS

8: LEASE FOR LEASEBACK PROPERTY

Lessee's contractors, agents and invitees (which persons shall be those deemed to be persons under the control of the Lessee).

- (w) "Lessor's Improvements" means work done or material used on or for the benefit of the Land (whether before or during the term of this Lease including any renewal or variation extending the term of this Lease) in:
 - (i) the draining, excavation, filling, or reclamation of the Land, or the making of retaining walls or other works appurtenant to that draining, excavation, filling or reclamation; or
 - (ii) the grading or levelling of the Land or the removal of rocks, stone, sand, or soil therefrom; or
 - (iii) the removal or destruction of vegetation, or the effecting of any change in the nature or character of the vegetation; or
 - (iv) the alteration of soil fertility or of the structure of the soil; or
 - (v) the arresting or elimination of erosion or flooding.
- (x) "Reference Schedule" means the schedule preceding this Schedule of Terms described as such and forming part of this Lease.
- (y) "Regional Plan" and "District Plan" shall have ascribed to them the definitions set out in section 2 of the Resource Management Act 1991 and "Regional and District Plans" shall be construed accordingly and shall extend to include any successor or replacement planning regime imposed by the relevant Authority having jurisdiction in respect thereof.
- (z) "Rent Commencement Date" means the date specified in Item 9 of the Reference Schedule.
- (aa) "Schedule of Land" means the schedule described as such and forming part of this Lease.
- (bb) "Schedule of Terms" means this schedule described as such and forming part of this Lease.

2 TERM

- 2.1 The term of this Lease shall commence on the Date of Commencement and shall be for the period specified in Item 4 of the Reference Schedule.

3 RIGHT OF RENEWAL OF LEASE

- 3.1 The Lessee not being at that time in breach of any material provision of this Lease shall on or prior to the end of the initial term or any subsequent term of this Lease, be entitled to a renewal of this Lease for the further term specified in the Reference Schedule from the date of expiry of the initial term or any subsequent term as follows:
 - (a) the Annual Rent will be agreed upon or failing agreement will be determined in accordance with clause 5 as though the commencement date of the renewed term were a Rent Review Date; and

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8: LEASE FOR LEASEBACK PROPERTY

(b) the renewed lease will otherwise be on and subject to the covenants and agreements expressed or implied in this Lease including this covenant for renewal.

3.2 The Lessee shall give to the Lessor notice of the Lessee's renewal of this Lease no later than 12 months prior to the expiry of the initial term or any subsequent term, time being of the essence.

4 RENT

4.1 The Lessee shall pay the annual rent specified in Item 8 of the Reference Schedule from the Rent Commencement Date until the rent is varied under Clause 5 at which time the Lessee will pay rent at the varied rate.

4.2 Rent shall be paid on the first day of each month by equal monthly payments in advance with broken period payments due on a proportionate basis for any broken period at the Rent Commencement Date and on expiry of the Lease term.

4.3 All rent shall be paid without any deduction or set-off whatsoever by direct automatic bank payment to the Lessor or as the Lessor may otherwise direct.

5 RENT REVIEW PROVISIONS

5.1 In this clause "Initiating Party" means the party that gives the Notice defined in Clause 5.2 and "Recipient" means the party that receives that Notice.

5.2 The annual rent may be reviewed by the Lessor or by the Lessee on the dates specified in Item 10 of the Reference Schedule. At any time not earlier than three (3) months prior to the relevant date specified in Item 10 of the Reference Schedule (each of such dates being called the "review date") either party may give notice in writing to the other ("the Notice") of that party's assessment of the annual rent of the Land to apply from that particular review date.

5.3 The annual rent of the Land shall be assessed on the basis of current market rental of the Land as determined as at the review date. In determining the annual rent of the Land the valuers and any umpire shall, in addition to other relevant factors:

(a) Disregard:

(i) any deleterious condition of the Land if such condition results from any breach of this lease by the Lessee;

(ii) the value of any goodwill attributable to the Lessee's business; and

(iii) all Improvements made to the Land Is this improvements to the land made by the lessee.

(b) Have regard to:

(i) the Lessor's Improvements; and

(ii) the permitted use under this Lease; and

(iii) Regional and District Plans.

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8: LEASE FOR LEASEBACK PROPERTY

- 5.4 In the event that the Recipient does not agree with the Initiating Party's assessment of the annual rent of the Land to apply from the particular review date, the Recipient shall notify the Initiating Party in writing ("the Counter Notice") within twenty-one (21) days (in which respect time shall be of the essence) that the Recipient requires such rent to be determined in accordance with Clause 5.7 and the Recipient shall set out in the Counter Notice the amount which the Recipient considers to be the annual rent as at the particular review date.
- 5.5 Unless such notice is given by the Recipient within twenty-one (21) days, then the amount stated in the Notice shall become the annual rent of the Land reserved by this Lease as and from the particular review date in substitution of the previous amount payable.
- 5.6 Neither party shall by reason of its failure to give the Notice prior to any review date forfeit its right to have the annual rent reviewed as from that particular review date and the reviewed annual rent which should have been paid from that particular review date shall date back to and be payable from that particular review date and any payment of or receipt for the payment of ground rent due on or after a particular review date shall not prejudice either party's right to demand repayment or payment thereafter of any additional annual rent overpaid or payable pursuant to the provisions of Clause 5.11(b).
- 5.7 Where the Counter Notice is given, the Lessor and Lessee shall enter into negotiations to resolve the dispute. Should agreement not be reached within fourteen (14) days (or such longer period as the Lessor and Lessee shall agree upon in writing) after the date on which the Recipient gives the Counter Notice then:
- (a) the Lessor and Lessee shall, within twenty-one (21) days after the date on which the Recipient gives the Counter Notice, each appoint a valuer to jointly determine the ground rent of the Land. A valuer nominated by either party pursuant to this Clause shall be a full registered member of the New Zealand Institute of Valuers and shall be competent to practice as a valuer of ground leases and shall have at least five (5) years experience in valuing ground leases within the district in which the Land is situated and be active in the market at the time of his or her appointment.
 - (b) if either the Lessor or the Lessee fails to appoint a valuer within twenty-one (21) days as aforesaid, then the determination of the annual rent shall be made by the sole valuer as nominated by either the Lessor or Lessee as the case may be, within one (1) month of the expiry of the twenty-one (21) days as aforesaid and his or her determination shall be final and binding on both parties as if his or her appointment had been by consent.
 - (c) before proceeding with their determination, the said valuers shall agree upon and appoint an umpire (also qualified in the manner referred to in Clause 5.7(a)) and obtain the umpire's acceptance in writing of his or her appointment and who, as a condition of his or her acceptance, undertakes to hand down his or her determination of the annual rent within one month of being instructed to proceed or such other time period as the Lessor and Lessee may agree, whichever is the latest.

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- (d) if the said valuers within fourteen (14) days of the date of their appointment either fail to appoint an umpire or are unable to agree upon an umpire, then either the Lessor or the Lessee may request the President, for the time being, of the New Zealand Institute of Valuers or any successor to such Institute to appoint an umpire (also qualified in the manner aforesaid) and obtain the umpire's acceptance in writing of his or her appointment and who as a condition of his or her acceptance undertakes to hand down his or her determination of the annual rent in the same manner as if he or she had been appointed pursuant to Clause 5.7(a).
- (e) subject to Clauses 5.7(b), 5.7(c) and 5.7(d) the valuers so nominated shall within one (1) month of the date of appointment jointly determine the annual rent as at that particular review date.
- (f) in the event that either valuer fails to provide to the other valuer his or her written assessment of the annual rent within one month of the date of appointment, then the annual rent shall be determined by the other valuer and his or her determination shall be final and binding on both parties.
- (g) if the said valuers are unable to agree upon a determination within one month of their appointment or within such extended time as the Lessor and Lessee may agree, then the annual rent shall be determined by the umpire whose determination shall be final and binding on the parties. The umpire shall without limiting his or her enquiries and conduct of any hearing:
 - (i) arrange for a hearing to be conducted without delay;
 - (ii) call for evidence in chief to be presented on behalf of each party to be circulated prior to a hearing;
 - (iii) allow representation of each party and cross-examination of evidence and any re-examination of evidence at the hearing;
 - (iv) have due regard to any evidence submitted by the valuers as to their assessment of the annual rent;
 - (v) take into account any expert witness evidence considered relevant to the hearing;
 - (vi) have regard to the legal rules of evidence and the interests of natural justice in the conduct of any hearing as between the parties;
 - (vii) give in his or her determination the reasons therefor in writing.
- (h) the costs incurred in the determination pursuant to Clause 5.7 of the annual rent shall be borne by the parties in the following manner:
 - (i) subject to Clause 5.7(h)(ii) each party shall be responsible for the cost of its own appointed valuer;
 - (ii) where the determination is made by a single valuer pursuant to Clause 5.7(b) the cost of his or her determination shall be apportioned equally as between the Lessor and Lessee;

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- (iii) the parties shall share equally the costs of the umpire unless any party has acted capriciously or unreasonably in any of the proceedings pursuant to the provisions of this Clause 5.7 in which case the umpire may determine the manner in which such costs shall be apportioned between the parties PROVIDED THAT in all cases if the annual rent to apply from the review date is:
 - (A) equal to or exceeding the annual rent nominated in the notice given by the Lessor (whether the Notice or the Counter Notice) then all costs of the valuers and the umpire (where applicable) shall be borne by the Lessee alone, or
 - (B) equal to or less than the annual rent nominated in the notice given by the Lessee (whether the Notice or the Counter Notice) then all costs of valuers and the umpire (where applicable) will be borne by the Lessor alone;
 - (C) other than the foregoing then all costs of valuers and the umpire (where applicable) will be borne equally by the Lessor and the Lessee.
- 5.8 The valuers or umpire shall be deemed to be acting as experts and not as arbitrators.
- 5.9 Any variation in the annual rent resulting from such determination shall take effect on and from that particular review date.
- 5.10 The annual rent so determined or accepted:
 - (a) shall not, in the case of a rent review during the initial term of this Lease, be less than the Annual Rental payable as at the Commencement Date, or in the case of a rent review during any subsequent term, be less than the Annual Rental payment at the commencement of such subsequent term; and
 - (b) shall be the Annual Rental from the Rent Review Date or the date of the initiated notice, if such notice is given later than 12 months after the Rent Review Date.
- 5.11 Pending the determination of the Annual Rent, the Lessee if it is the Crown or a Government Agency shall from the relevant review date on the date of service of the Initiator's notice if such notice is served later than 3 months after the relevant review date, until the determination of the current market rent of the Land, pay an interim annual rent ("Interim Rent") equivalent to that immediately prior to the review date, however if the Lessee is not the Crown or a Government Agency it will pay the Interim Rent as follows:
 - (a) if both parties supply a registered valuer's certificate substantiating the current market rent of the Land proposed by each party, the Interim Rent shall be based on the average of the two rents proposed by the parties; or
 - (b) if only one party supplies a registered valuer's certificate substantiating the current market rent of the Land proposed, the Interim Rent shall be based on the current market rent of the Land substantiated in that certificate; or

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- (c) if no registered valuer's certificates are supplied, the Interim Rent payable shall be the rent payable immediately prior to the relevant Rent Review Date; and
- (d) on completion of the review, any increased annual rent payable as from the review date shall be paid by the Lessee to the Lessor no later than the date on which the next installment of annual rent is payable hereunder;
- (e) on completion of the review, any overpayment of annual rent paid as from the review date shall be held by the Lessor to the Lessee's credit on account of annual rent next falling due for payment unless the Lessee requests the Lessor in writing to refund such payment in which case the Lessor will comply with that request.

6 CHARGES

- 6.1 The Lessee will pay all charges incurred by the Lessee for electricity, gas, water or power or other services in respect of the Land and Improvements including all connection, disconnection, or other fees payable by the Lessee or the Lessor to other authorities in respect of such services.

7 PAYMENT OF RATES AND IMPOSITIONS

- 7.1 The Lessee will pay all rates, taxes (including without limitation land or improvements tax but excluding any income tax or capital gains tax or such similar tax which is personal to the Lessor which is imposed as a result of any sale or other disposal of the Land or because of income gained by the Lessor from the Land), charges, assessments, impositions and outgoings whatsoever which now are or which during the term or any renewed lease shall be taxed, rated, charged, assessed or imposed on the Land, any Improvements or on the Lessor or Lessee in respect thereof by any Authority.

8 GOODS AND SERVICES TAX

- 8.1 The Lessee shall pay to the Lessor upon demand any taxes paid or payable by the Lessor or accountable by the Lessor pursuant to the provisions of the Goods and Services Tax Act 1985 or any similar tax levied in substitution therefor including all amendments and any enactments in substitution therefor or in addition thereto or otherwise in respect of any payments made by the Lessee under this Lease (including the payment of annual rent) or paid by the Lessor on behalf of the Lessee's obligation to make such payment under this Lease.

9 INTEREST ON OVERDUE RENT OR OTHER MONEYS

- 9.1 Without prejudice to other rights powers and remedies of the Lessor, if any annual rent, goods and services tax or other payment or amount owing by the Lessee to the Lessor whatsoever pursuant to this Lease shall be in arrears and unpaid for fifteen (15) business days after the due day for payment thereof (whether any formal or legal demand therefor shall have been made or not) such unpaid moneys shall bear interest on a daily basis compounded on monthly rests computed from such due date until the date of payment in full of such moneys at a rate being 1 % above the average 90 day bank bill buy rate (described as the BID rate) at 10.45am on the date the payment was due as shown on page BKBM (or its successor page) on the Reuters screen or at a

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rate based on any successor screen or if there is none at a rate equal to the bank overdraft rate of the Lessor's bank at the time of any default and the said interest shall be recoverable in the same manner as rent in arrears.

10 USE OF THE LAND AND IMPROVEMENTS

- 10.1 The Lessee shall be permitted the right to carry on the business specified in Item 11 of the Reference Schedule.
- 10.2 Should any of the uses of the Land and any Improvements be permissible only with the consent or licence of any Authority under or in pursuance of statute or any Regional and District Plans or regulation or other enactment or order of Court the Lessee shall obtain such consent or licence at the sole cost and expense of the Lessee including but not limited to any costs of financial contributions required and the Lessee shall at all times comply with any conditions of such consent, order or authority obtained.
- 10.3 Where the Lessee being the Crown or a Government Agency is lawfully obliged to obtain any licence, resource consent (including any land use consent or discharge permit) or other consents from any Authority such as required under section 348 of the Local Government Act 1974, the Lessor agrees that it and any officer, or employee or agent of the Lessor shall not raise any objection or requisition relating thereto as landowner of the Land where the Lessee is using the Land for any permitted use under this Lease and is not in any material breach or likely to be in any material breach at any time in the future of any terms and conditions of this Lease.
- 10.4 However where the Lessee is not the Crown or a Government Agency, the Lessor may raise such objections or requisitions as it deems necessary as landowner of the Land provided such objection or requisition is not unreasonable or unfair.

11 NO FENCING

- 11.1 The Lessor shall be under no liability whatsoever whether under the Fencing Act 1978 or otherwise to contribute towards the cost of erection or repair of any boundary fences between the Land and any land owned or occupied by the Lessor but nothing herein contained shall be deemed to limit any liability imposed by statute upon any present or future lessee of the Lessor of any adjoining land.

12 STATUTORY REQUIREMENTS

- 12.1 The Lessee must comply with all statutes, Regional and District Plans, bylaws and regulations which relate to the Land and Improvements or which relate to the Lessee's use of the Land and Improvements and with all conditions or requirements which may be given or required by any person having any lawful authority and will in particular but without limitation:
- (a) ensure that a warrant of fitness is obtained each year in respect of any Improvements if required under the Building Act 2004;
 - (b) comply with and observe at all times the terms and conditions of all resource consents held in respect of the use of the Land and the requirements imposed and otherwise arising under the Resource Management Act 1991; and

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- (c) ensure that proper and adequate health and safety procedures are adopted in accordance with the Health and Safety in Employment Act 1992.

12.2 The Lessee shall not, during the term of this Lease:

- (a) make or enter into or endeavour to make or enter into any composition, assignment or other arrangement with or for the benefit of the Lessee's creditors;
- (b) suffer insolvency, bankruptcy or liquidation;
- (c) suffer distress or allow execution to issue against the Lessee's property, goods or effects under any judgment against the Lessee in any Court in a sum in excess of twenty five thousand dollars (\$25,000.00) provided however that this subclause 12.2(c) shall have no application or effect whilst Her Majesty the Queen Acting By and Through the Commissioner of Police is the Lessee hereunder.

13 ASSIGNMENT OR SUBLETTING

13.1 Subject to clauses 13.3 and 13.4, the Lessee must not assign, sublet or otherwise part with the possession of the Land or any part of the Land without first obtaining the written consent of the Lessor which the Lessor will give if the following conditions are fulfilled:

- (a) The Lessee proves to the satisfaction of the Lessor that the proposed assignee is (or in the case of a company the shareholders of the company of the proposed assignee are) respectable, responsible and has the financial resources to meet the commitments under any lease.
- (b) All rent and other moneys payable under this Lease have been paid and there is no subsisting (in the case of a Government Agency a material, willful and deliberate) breach of any of the Lessee's covenants.
- (c) The Lessee pays the proper costs and disbursements in respect of the approval or preparation of any deed of covenant or guarantee and (if appropriate) all fees and charges payable in respect of any reasonable enquiries made by or on behalf of the Lessor concerning any proposed assignee.
- (d) The Lessee will, at the Lessee's own expense, procure the execution by an assignee of a deed of covenant with the Lessor that the assignee will, at all times pay the rent at the times and in the manner provided in this Lease and will observe and perform all the covenants and conditions contained in this Lease.
- (e) Where the assignee is a party which is not the Crown or a Government Agency, the Lessee will, at the Lessee's own expense, procure the execution by the assignee of a variation of this Lease whereby the Lease will cease to be perpetually renewable and the number of further terms will be reduced to five (of 10 years each) so that the Lease will have a final expiry date (if all rights of renewal are exercised) at the date of the expiration of a period of 50 years following this expiration of the term of the Lease during which the Assignment is effected.

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- (f) Where the assignee is a company, the Lessor may require the deed of covenant referred to in paragraph (d) above to be executed by that company and also by such other directors and/or shareholders of that company as the Lessor reasonably requires, as joint and several guarantors, upon the terms set out in the then current edition of the Auckland District Law Society form of Standard Lease for Commercial Premises or if such lease is no longer published, then upon such terms as are commonly used in leases of commercial premises.
- 13.2 For the purposes of clause 13.1 any change in the shareholding of the Lessee (where the Lessee not being a Government Agency is a company which is not listed on the main board of a public stock exchange) or any amalgamation under section 219 of the Companies Act 1993 altering the effective control of the Lessee shall be a deemed assignment of this Lease and will require the consent of the Lessor unless such deemed assignment involves a change of effective control to any of the entities mentioned in clauses 13.3 and 13.4.
- 13.3 If, by any statutory provision or regulation enacted during the Term of this Lease, the Lessee is obliged to transfer or assign management of the Land or any aspect of such management to a third party, the provisions of clause 13.1 will not apply to such a transfer or assignment and the Lessee will be entitled to transfer or assign its interest as Lessee under this Lease, or any aspect of management of the Land, to such a third party without further reference to the Lessor, who will be deemed to have approved such a transfer or assignment and will immediately sign any document necessary to give effect to such a transfer or assignment, if so requested by the Lessee.
- 13.4 PROVIDED ALWAYS, notwithstanding clause 13.1, the Lessee may at any time and from time to time:
- (a) transfer or assign its interest as Lessee under this Lease, or grant a sublease or licence of the whole or any part(s) of the Land, to any Government Agency; and/or
 - (b) grant a sublease or licence of the whole or any part(s) of the Land to any other person,
- in either case without further reference to the Lessor, who will be deemed to have approved such a transfer, assignment or sublease and will immediately sign any document necessary to give effect to such a transfer, assignment or sublease, if so requested by the Lessee.
- 13.5 Where the Lessee grants a sublease or licence of the whole or any part(s) of the Land to any other person, the Lessee will not permit any sublessee to deal with the sublease in any way in which the Lessee is restrained from dealing without consent under this Lease.
- 13.6 Notwithstanding any rule of law or anything expressed or implied in this Lease to the contrary, where a Government Agency is Lessee, assigns its interest in this Lease under the provisions of this clause 13, all the liabilities of the Government Agency as Lessee expressed or implied under this Lease, whether contingent or otherwise for the payment of future rents or other money or the future observance or performance of any of the covenants, conditions or

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agreements on the part of the Lessee shall cease and determine absolutely as from the date of assignment, but without releasing the Lessee from liability for any antecedent breach of this Lease.

14 RIGHT OF FIRST REFUSAL FOR LESSOR IF LESSEE TO ASSIGN

14.1 The following sub-clauses of this clause 14.1 will only apply in the event that the Lessee proposes to assign the Lessee's interests in this Lease to a party which is not the Crown or a Government Agency. The Lessor shall have no right of first refusal in the event of the Lessee wishing to transfer or assign its interest as Lessee under this Lease to the Crown or a Government Agency.

- (a) If at any time before the expiration or earlier termination of the term or any renewed or extended term the Lessee wishes to assign the Lessee's interest in this Lease (including any assignment by way of sale of the Lessee's Improvements) the Lessee must immediately give written notice ("Lessee's Notice") to the Lessor setting out the terms on which the Lessee wishes to assign its interest in the Lease and sell the Lessee's Improvements (together "the Lessee's Interest").
- (b) The Lessor will have 60 Working Days following the date of receipt of the Lessee's Notice (time being of the essence) in which to exercise the Lessor's right to purchase the Lessee's Interest, by serving written notice on the Lessee ("Lessor's Notice") accepting the offer contained in the Lessee's Notice.
- (c) If the Lessor does not serve the Lessor's Notice on the Lessee in accordance with subclause (b) then the Lessee may assign the Lessee's Interest to any other person on no more favourable terms than those previously offered to the Lessor. The provisions of clause 13.1 of this Lease will apply to any such assignment.
- (d) If the Lessee wishes to offer more favourable terms for assignment of the Lessee's Interest than the terms contained in the Lessee's Notice, the Lessee must first re-offer its interest therein to the Lessor on those terms by written notice to the Lessor and clauses 14.1(b), (c), and (d) (inclusive) shall apply. If the re-offer is made within 6 months of the initial Lessee's Notice, the 60 Working Day period for acceptance shall be reduced to 30 Working Days.

15 LESSEE'S ACKNOWLEDGEMENT OF RISK

15.1 The Lessee agrees to occupy and use the Land and any Improvements at the Lessee's risk and release to the full extent permitted by law the Lessor its employees and agents from all claims and demands of any kind and from all liability which in the absence of any negligence on its or their part may arise in respect of any accident damage or injury occurring to any person or property in or about the Land and any Improvements thereon except where the Lessor or any person under the control of the Lessor is at fault or negligent through their own acts or omissions.

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16 QUIET ENJOYMENT/REPUDIATION

- 16.1 Provided the Lessee performs and observes the covenants, provisos, conditions and agreements contained in this Lease the Lessee shall peaceably hold and enjoy the Land and Improvements thereon without hindrance or interruption by the Lessor or by any person or persons claiming under the Lessor until the expiration or sooner determination of this Lease. For the avoidance of doubt, the phrase "person or persons claiming under the Lessor" does not include beneficiaries of any trust of which the Lessor is trustee.
- 16.2 The Lessor is to compensate the Lessee and the Lessee shall be entitled to recover any damages for any loss or damage suffered by reason of any acts or omissions of the Lessor constituting a repudiation of the Lease or the Lessor's obligations under the Lease. Such entitlement shall subsist notwithstanding any cancellation or early termination of the Lease and shall be in addition to any other right or remedy which the Lessee may have.
- 16.3 For the avoidance of doubt, in the event of a dispute regarding any aspect of this subclause, the provisions of clauses 23.1-23.4 of this Lease shall apply.

17 REGISTRATION

- 17.1 The Lessor shall register this Lease under the provisions of the Land Transfer Act 1952.
- 17.2 The Lessee will be responsible for survey and other costs incurred in obtaining registration of this Lease.

18 IMPROVEMENTS DURING LEASE

- 18.1 Throughout the term of this Lease and on any renewal any Improvements installed or erected on the Land shall be deemed to remain in the ownership of the Lessee unless the Lessor and the Lessee otherwise agree in writing.
- 18.2 Throughout the term of this Lease and on any renewal the Lessee shall have the right to alter, construct and demolish any Improvements on the Land without the need to obtain the Lessor's consent providing all obligations required of the Lessee under this Lease relevant to Improvements on the Land are satisfied.

19 IMPROVEMENTS ON TERMINATION OF LEASE

- 19.1 The Lessee may at its option remove all or any of the Lessee's Improvements from the Land at any time during the continuance of this Lease, and also during the period of 3 months from the expiration or sooner determination of this Lease. It is acknowledged and agreed by the parties that property in all Lessee's Improvements remains with the Lessee until the expiration of the 3 month period in the absence of any agreement between the parties to the contrary. No prior written consent or any other consent of the Lessor shall be required in respect of any such removal effected by the Lessee. The Lessor further acknowledges that it will be deemed by the provisions of this clause to have granted to the Lessee a Licence to enter the Land for a period of 3 months subsequent to the expiration of this Lease to remove Lessee's Improvements, and the Lessee shall give no less than 12 months notice as to whether it accepts the full 3 months licence period or such lesser period. This provision

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shall enure for the benefit of the Lessee notwithstanding the prior expiration of this Lease and shall also bind any successor in title to the Lessor subsequent to the expiry of the Lease;

- 19.2 In the event that the Lessee removes its Lessee's Improvements from the Land as aforesaid, it shall make good any damage to the Land and will leave the Land in a neat, tidy and safe condition subsequent to any such removal;
- 19.3 The Lessor shall do nothing to obstruct or otherwise impede the removal of any Lessee's Improvements from the Land at any time prior to the date of expiration or sooner determination of the Lease or within 3 months after such date, notwithstanding any rule of law or equity to the contrary;
- 19.4 The Lessee shall pay a licence fee equal to the rental payable immediately before the determination of the Lease for the 3 month period, or such lesser period as the Lessee requires to remove Lessee's Improvements from the Land;
- 19.5 The provisions of this clause shall not merge upon the expiration or sooner determination of this Lease but shall ensure for the benefit of the party entitled until completely performed;
- 19.6 Subject to subclause (19.7) the Lessee shall not be required by the Lessor to remove any Lessee's Improvements as at the expiration of the term of the Lease or at any time subsequent to such expiration, and all Lessee's Improvements remaining upon the Land at the option of the Lessee after the expiration of the three month period provided in subclause 19.1 shall vest in and become the property of the Lessor. No compensation or other consideration shall be payable by the Lessor to the Lessee in respect of any Lessee's Improvements vesting in the Lessor, and the Lessor shall have no claim upon the Lessee in respect of any such Lessee's Improvements.
- 19.7 If the Lessee is not a Government Agency as at the expiry of the term of this Lease, the Lessee will if required by the Lessor in writing demolish or remove all Lessee's Improvements (or such lesser portion as may be acceptable to the Lessor) from the Land at the expiry of the term without being obliged to pay to the Lessor any compensation for their demolition or removal. Following such demolition or removal the Lessee shall make good any damage to the Land and will leave the Land in a neat, tidy and safe condition.

20 DESTRUCTION AND REDEVELOPMENT

- 20.1 The Lessee shall be entitled to carry out repairs, demolition, relocation, additions, reinstatement or redevelopment to any Improvements on the Land in the event of total or partial destruction or in the event of the Lessee wishing to demolish, relocate, redevelop, replace or add to any Improvements on the Land provided the following conditions are or will be satisfied
- (a) any repair, demolition, relocation, addition, reinstatement or redevelopment shall fully comply with Regional and District Plans and all statutory and regulatory requirements in force at the time; and
 - (b) the Lessee is able to obtain all resource and building consents necessary to carry out any works programme;

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and upon satisfaction of such conditions the Lessee shall repair, demolish, relocate, reinstate, rebuild or add to (as the case may be) any Improvements or such part of Improvements requiring such work in accordance with the conditions set out above.

21 NOTICES

21.1 All notices must be in writing and must be served by one of the following means:

- (a) in the case of a notice under sections 245 or 246 of the Property Law Act 2007 in the manner prescribed by section 353 of that Act; and
- (b) in all other cases, unless otherwise required by sections 352 to 361 of the Property Law Act 2007:
 - (i) in the manner authorised by sections 354 to 361 of the Property Law Act 2007; or
 - (ii) by personal delivery, or by posting by registered or ordinary mail, or by facsimile transmission.

21.2 All notices to be given to the Lessor or to the Lessee hereunder shall be deemed sufficiently served:

- (a) in the case of personal delivery, when received by the addressee at the address detailed in clause 21.3; and
- (b) in the case of posting by registered mail, on the third working day following the date of posting to the addressee at the address detailed in clause 21.3; and
- (c) in the case of facsimile transmission, on the working day following the date of sending to the addressee's facsimile number designated in clause 21.3 provided that the sender produces a confirmation notice that the facsimile has been sent on that day.

21.3 Details for Notices:

21.4 A notice shall be valid if given by the duly authorised representative of the party giving the notice. If a notice is not given by the Lessor, it is to be supported by satisfactorily written delegation from the Lessor confirming the appointment of the party giving the notice.

22 DEFAULT BY LESSEE

22.1 The Lessor may (in addition to the Lessor's right to apply to the Court for an order for possession) cancel this Lease by re-entering the land at the time or any time thereafter:

- (a) If the rent shall be in arrear ten (10) working days after any of the rent payment dates and the Lessee has failed to remedy that breach within ten (10) working days after service on the Lessee of a notice in accordance with section 245 of the Property Law Act 2007;

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- (b) In case of breach by the Lessee of any covenant or agreement on the Lessee's part herein expressed or implied (other than the covenant to pay rent) after the Lessee has failed to remedy that breach within the period specified in a notice served on the Lessee in accordance with Section 246 of the Property Law Act 2007;

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

23 DISPUTE RESOLUTION

- 23.1 Any dispute or difference which may arise between the parties concerning the interpretation of this Lease or relating to any other matter arising under this Lease will be actively and in good faith negotiated by the parties with a view to a speedy resolution of such differences.
- 23.2 If the parties cannot resolve a dispute or difference within fifteen (15) business days of any dispute or difference arising then, unless otherwise expressly provided in this Lease, they will without prejudice to any other right, explore whether such dispute or difference can be resolved by agreement between them using informal dispute resolution techniques such as mediation. The rules governing any such technique if adopted will be agreed between the parties or as selected by the organisation known as "LEADR" (Lawyers Engaged in Alternative Dispute Resolution).
- 23.3 If the parties cannot agree on any dispute resolution technique within a further fifteen (15) business days of any dispute or difference being considered for referral by both parties to any informal dispute resolution technique under Clause 23.2 then the dispute or difference shall be settled by reference to arbitration. Except as otherwise expressly provided in this Lease the reference shall be to a single arbitrator if one can be agreed upon, or to two arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to their arbitration), such arbitration to be carried out in accordance with the Arbitration Act 1996 or any successor Act.
- 23.4 The parties will co-operate to ensure the expeditious conduct of any arbitration. In particular, each party will comply with any reasonable time limits sought by the other for settling terms of reference, interlocutory matters and generally all steps preliminary and incidental to the hearing and determination of the proceedings.

24 COSTS

- 24.1 The parties shall each pay their own solicitors' costs on preparing and finalising this Lease or any renewal or variation of this Lease.
- 24.2 The Lessee shall be responsible for payment of all registration fees including agency charges imposed and all government tax duty or imposts at any time payable on this Lease or any renewal or variation to this Lease.

25 LESSOR'S RIGHTS TO INSPECT AND DISPLAY SIGNS

- 25.1 The Lessor will have the right to inspect the Land no more than twice each year during the term or any renewal of this Lease with valuers or other experts and

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consultants provided such inspections are carried out at times reasonably acceptable to the Lessee on reasonable notice to the Lessee and only when accompanied by a servant or agent of the Lessee. Any such inspections should be carried out in accordance with the Lessee's security and health and safety requirements and the Lessee shall have the right to change any suggested time to a mutually convenient time.

- 25.2 Notwithstanding anything else herein, the parties agree that the Lessee may require any person wishing to enter the Land for inspection purposes to first provide their details to the Lease for a security check. If the results of such check are not acceptable to the Lessee for any reason then such person may be refused entry to the Land.
- 25.3 If the Lessor desires to, or is required to, undertake any works on the Land, including any repair or maintenance works, that involves the use of contractors or other third parties, the Lessor must procure any contractor or other third party who will have access to the Land to undertake such works to:
- (a) complete a security check on terms reasonably acceptable to the Lessee;
 - (b) provide the Lessee with a copy of the contractor's Health and Safety Plan which shall be subject to the Lessee's reasonable approval prior to any work commencing; and
 - (c) familiarise themselves with and commit to complying with the Lessee's own Health and Safety Plan in all material respects.
- 25.4 The Lessor will not provide or allow the provision of any information relating to the structure, or access to, the buildings on the Land in any way to any person without first obtaining the written permission of the Lessee.
- 25.5 The Lessee will during the period of twelve (12) months prior to the termination date of this Lease permit the Lessor to exhibit the Land to prospective lessees or purchasers and allow the Lessor to affix to the Land appropriate sale or reletting notices.

26 DISPOSAL OF LESSOR'S INTEREST

- 26.1 Subject to the provisions of this clause the Lessor may at any time dispose of the Lessor's interest in the Land provided:
- (a) any such disposal shall preserve to the Lessee all the Lessee's rights and remedies under this Lease; and
 - (b) That while Her Majesty the Queen is the Lessee and occupies the Land the following further provisions shall apply:
 - (i) The Lessor shall advise the Lessee in writing of the person or corporation to whom the Lessor intends to dispose of its interest in the Land (proposed Assignee).
 - (ii) If the Lessee has any objection to the proposed Assignee because the Lessee reasonably apprehends in good faith that either:

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- (A) The proposed Assignee presents an actual or potential threat to the discharge by the Lessee of the Lessee's statutory obligations; or
- (B) The role or function of the Lessee will be prejudiced by the proposed Assignee becoming the Lessor;

then the Lessee shall within five (5) working days of receiving the Lessor's advice pursuant to clause 26.1(b)(i) above, notify the Lessor in writing of its objection to the proposed Assignee and shall substantiate its reasonable apprehension to the reasonable satisfaction of the Lessor;

- (c) If the Lessor does not receive written notice from the Lessee pursuant to clause 26.1(b)(i) or 26.1(b)(ii) above together with grounds to substantiate its reasonable apprehension within five (5) working days from the date of its advice to the Lessee, the Lessee shall be deemed to have accepted the proposed Assignee.
- (d) If the Lessee objects to the proposed Assignee in accordance with clause 26.1(b)(ii)(A) or 26.1(b)(ii)(B) above, then the Lessor shall not dispose of its interest to the proposed Assignee.
- (e) If the Lessor fails to advise the Lessee in writing of the disposal of its interest in the Land and the Lessee has objections to the proposed Assignee based on those reasons set out in clauses 26.1(b)(ii)(A) or 26.1(b)(ii)(B) above, then the Lessee shall be entitled at any time thereafter to terminate this Lease on seven (7) days written notice and the Lessee's obligations under this Lease shall cease from the expiration of such notice.

27 LESSEE'S RIGHT OF EARLY TERMINATION

27.1 Notwithstanding anything to the contrary herein contained or implied it is agreed that the Lessee may at any time in its sole discretion and without being required to give any reason, terminate this Lease by providing to the Lessor not less than 5 years notice in writing to that effect PROVIDED THAT:

- (a) no such notice may be given during the initial 10 year term of this Lease;

27.2 The parties' respective rights and obligations under this Lease will cease from the effective date of termination, but without prejudice to any rights which have accrued up to the date of termination.

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28 HOLDING OVER

- 28.1 If the Lessor permits the Lessee to remain in occupation of the Land after the expiration or sooner determination of this Lease, such occupation shall be a tenancy at will only terminable by twenty (20) working days written notice at the rent then payable per month for the Land and otherwise on the same covenants and agreements (so far as applicable to a tenancy at will) as herein expressed or implied.

29 CONTAMINANTS

- 29.1 If during the term of this Lease the Lessee through its use of the Land or of the Lessee's Improvements, causes, permits or allows Contamination of the Land or any other property, the Lessee shall forthwith, at its own cost, remediate the contaminated property to its condition prior to such Contamination occurring. Under no circumstances will the Lessee be liable for any Contamination on or about the Land which is caused by the acts or omissions of any other party, including the owner or occupier of any adjoining land.
- 29.2 In this provision "Contamination" shall mean any change to the physical, biological, or chemical condition of the Land or any other property by a Contaminant and "Contaminant" shall have the meaning set out in Section 2 of the Resource Management Act 1991.

30 EXCLUSION OF IMPLIED PROVISIONS

- 30.1 The following covenants, conditions and powers implied in leases of land pursuant to Schedule 3 of the Property Law Act 2007 are expressly excluded from application to this Lease:
- (a) Clause 10 - Premises unable to be used for particular purpose;

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SCHEDULE OF LAND

0.2268 hectares, more or less, being Lot 1 DPS 307255.

All Computer Freehold Register 28206.

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LEASE OF FREEHOLD

Correct for the purposes of the Land Transfer Act
1952

TAPUIKA IWI AUTHORITY TRUST

Lessor

HER MAJESTY THE QUEEN

acting by and through the
COMMISSIONER OF POLICE

Lessee

Particulars entered in the Register
on the date and at the time recorded