NGĀTI REHUA - NGĀTIWAI KI AOTEA

and

NGĀTI REHUA - NGĀTIWAI KI AOTEA SETTLEMENT TRUST

and

THE CROWN

DEED OF SETTLEMENT SCHEDULE: DOCUMENTS

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19 December 2016

TABLE OF CONTENTS

1. STATEMENTS OF ASSOCIATION 2
2. PROTOCOLS 8
2.1 CROWN MINERALS PROTOCOL 9
2.2 TAONGA TŪTURU PROTOCOL 18
3. DEPARTMENT OF CONSERVATION PARTNERSHIP AGREEMENT 29
4. MINISTRY FOR THE ENVIRONMENT RELATIONSHIP AGREEMENT 47
5. LETTER OF RECOGNITION WITH THE MINISTRY FOR PRIMARY INDUSTRIES 54
6. LETTERS OF INTRODUCTION 58
6.1 LETTER OF INTRODUCTION TO THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT 59
6.2 LETTER OF INTRODUCTION TO THE MINISTRY OF SOCIAL DEVELOPMENT 62
7. ENCUMBRANCES 66
7.1 AKAPOUA PROPERTY RIGHT TO CONVEY WATER AND ELECTRICITY EASEMENT 67
7.2 CONSERVATION COVENANT - MARAENUI 74
7.3 HARATAONGA PROPERTY (BEING PART HARATAONGA RECREATION RESERVE) RIGHT OF WAY EASEMENT 89
7.4 HIRAKIMATĀ PROPERTY (BEING PART AOTEA CONSERVATION PARK) RIGHT OF WAY EASEMENT 96
7.5 NGA PUA O MATAAHU CONSERVATION COVENANT 103
7.6 OKIWI CONSERVATION COVENANT 117
7.7 RANGITĀWHIRI CONSERVATION COVENANT 131

1. STATEMENTS OF ASSOCIATION

1. STATEMENTS OF ASSOCIATION

The settling group's statements of association are set out below. These are statements of the settling group's particular cultural, spiritual, historical and traditional association with identified areas.

Areas within Aotea Conservation Park

This conservation park holds numerous sites of significance to Ngāti Rehua - Ngātiwai ki Aotea.

Hirakimatā area (part Aotea Conservation Park) (as shown on deed plan OTS-126-02)

Ngāti Rehua - Ngātiwai ki Aotea are deeply connected to this area and revere Hirakimatā as our sacred maunga. The maunga is significant because it heralded the foreboding omen depicting the death of Rehua, one of our founding ancestors. The maunga is also central to the emergence of Ngāti Rehua - Ngātiwai ki Aotea as a people in our own right with a distinct through the relentless wave of raupatu undertaken by Rangituangahuru who was Rehua's son, demarcating the centre of our rohe on Aotea.

Komahunga area (part Aotea Conservation Park and part Harataonga Recreation Reserve) (as shown on deed plan OTS-126-03)

This hill is located on the eastern coast of Aotea, on the rugged coast of Whakatautuna ki Whiritoa. Komahunga has ancient rock walls and evidence of gardening activities, showing our Ngāti Rehua - Ngātiwai ki Aotea tupuna had use of this area to produce food to service our main pā in the area, known as Rehua.

Koroiti area (part Aotea Conservation Park and part Harataonga Recreation Reserve) (as shown on deed plan OTS-126-04)

Koroiti Bay was the site of a very large pa, just north of Awana Bay. The pā site was strategically significant as it provided shelter for waka from the prevailing northerly winds. Ngāti Rehua - Ngātiwai ki Aotea also gathered kaimoana and dyes from the bay area, and have continued to seasonally harvest manu oi from the area in contemporary times.

Okupe area (part Aotea Conservation Park) (as shown on deed plan OTS-126-07)

Today this area is mistakenly spelt 'Okupu'. This area's traditional name, Okupe, was given in recognition of the voyager Kupe, who travelled to the area and berthed his waka here. It is the area around, and including 'Blind Bay' where a kainga known as Kawa was occupied by our tupuna. Okupa was an area occupied by Ngāti Rehua - Ngātiwai ki Aotea until the late 1840s. The main Ngāti Rehua - Ngātiwai ki Aotea pā in this area was Te O a Kupe. The pā protected access to the obsidian sources of Te Ahumata, and also the Okupe-Kaitoke portage.

Poutekorua area (part Aotea Conservation Park and part Tryphena Scenic Reserve) (as shown on deed plan OTS-126-10)

This is a maunga within the park Aotea Conservation Park overlooking the stretch of coast at the northern entrance of Tryphena Harbour. It is one of the southernmost maunga of our iwi. The name of this maunga is a treasure to us and reflects our heritage and our interests in the southern part of Aotea. It was near this maunga, that Rangituangahuru, the son of Rehua, planted two Pou to embed the interests of our people in this southern region of Aotea.

1: STATEMENTS OF ASSOCIATION

Rangitawhiri tuturu area (part Aotea Conservation Park and part Tryphena Scenic Reserve) (as shown on deed plan OTS-126-10)

Rangitawhiri tuturu, or Shoal Bay, near Tryphena Bay in the south of Aotea, was traditionally a home to Ngāti Rehua - Ngātiwai ki Aotea tupuna before our people were moved to the reservation in the North of Aotea. It was the site of a notable historical battle between our people and another iwi. Historically there was a karaka grove, cultivation, and kainga here occupied by our people up until the 1850s. We used this place to welcome prominent guests from the mainland.

We gathered mahinga kai here and to this day we undertake an annual hikoi to affirm our relationship to this land and look after the whenua and taonga. Many artefacts and koiwi have been reburied in this area.

Te Paparahi area (part Aotea Conservation Park) (as shown on deed plan OTS-126-08)

This area at the north of Aotea, covering the mountainous region north of Katherine Bay, holds significant cultural, historical and social value to Ngāti Rehua - Ngātiwai ki Aotea. There are many wahi tapu, historical battle sites and ancient urupā here dating back to the 16th century. Te Paparahi is one of the last areas of pristine ecological and heritage value on Aotea.

Wairahi Area (Wairaki Forest Sanctuary and part of the Aotea Conservation Park) (as shown on deed plan OTS-126-13)

This area contains a number of sites of importance to Ngāti Rehua - Ngātiwai ki Aotea. It was historically home to important Ngāti Rehua - Ngātiwai ki Aotea tupuna from time to time including Te Huaroa and Ngawaka.

A terraced hill and remnants of a pā site are located at the top of the main ridge between Whangaparapara and Wairahi. Large storage pits, located on the southern coastline of the sanctuary, were used by Ngāti Rehua - Ngātiwai ki Aotea tupuna to store harvest.

To the south of Kiwiiriki, within the sanctuary, is the long inlet known as Wairahi. This site is an old kainga that was occupied by Ngāti Rehua - Ngātiwai ki Aotea whanui.

Wairahi was occupied by the Ngawaka whanau until the 1850s and was the birthplace of the prominent Ngāti Rehua - Ngātiwai ki Aotea Wahine Rangatira Raihi Miraka Nohomotu Ngawaka Rewhiti. It has always been seen as a Wairua place as it is associated with the Turehu Whanui.

Whangapoua area (part Aotea Conservation Park and part Okiwi Recreation Reserve) (as shown on deed plan OTS-126-12)

1: STATEMENTS OF ASSOCIATION

Ngāti Rehua - Ngātiwai ki Aotea tupuna once inhabited the Whangapoua area, utilizing the local resouces, and maintaining numerous pā and kainga. Historic pā in the area included Te Tahawai, Kaikai, Whiritoa, and Te Kawau. Kainga exited at Ohineuru, Orehua, Okiwi and Waikaro. Whangapoua was the site of a significant battle in the late 1830s between Ngāti Rehua - Ngātiwai ki Aotea with their allies and another invading tribe. Whangapoua was also significant as a point of passage to Rakitu Island, which was traditionally occupied and cultivated by Ngāti Rehua - Ngātiwai ki Aotea, and continues to be considered tapu.

Fitzroy Bay Landing Recreation Reserve (as shown on deed plan OTS-126-01)

The landing area in the harbour was originally named Rarohara by the Ngāti Rehua - Ngātiwai ki Aotea tupuna Turi in the 14th century. For Ngāti Rehua - Ngātiwai ki Aotea this area marked the bountiful waters of Rarohara and produced plentiful harvests for our people. There was a significant pā and kainga near to the waka landing on the mainland.

Fitzroy Local Purpose Public Utility Reserve (as shown on deed plan OTS-126-01)

Bordering this reserve is a landing area in the harbour traditionally called Rarohara. It was named by the Ngāti Rehua - Ngātiwai ki Aotea tupuna Turi in the 14th century. For Ngāti Rehua - Ngātiwai ki Aotea the harbour marked the bountiful waters of Rarohara and produced plentiful harvests for our people. There was a significant pā and kainga near to the waka landing on the mainland.

Kotuku Point Scenic Reserve (as shown on deed plan OTS-126-05)

This area marks the northern entrance to Te whaanga o Rarohara (Port Fitzroy). Many Ngāti Rehua - Ngātiwai ki Aotea kainga were located there. The area is known for the large headland pā called Te Kotuku which was constructed by our tupuna Te Rangituangahuru. The rocky outcrop of the Kotuku Scenic Reserve also holds Ngāti Rehua - Ngātiwai ki Aotea koiwi and is considered to be wāhi tapu.

Medlands Wildlife Management Reserve (as shown on deed plan OTS-126-06)

The area was cultivated and used to gather mahinga kai. The area was occupied by our people on a seasonal basis, and an old pā and kainga of our people was located within the area. Medlands (Oruawharo) is closely associated to the tupuna Ruawharo. The prominent wahi tapu site Waitemataku, where Ngāti Rehua - Ngātiwai ki Aotea won a battle against another iwi, is located near at the southern end of Medlands beach.

Omahungaiti Bay Marginal Strip (as shown on deed plan OTS-126-03)

Omahungaiti Bay was an important source of kaimoana and provided food for the main pā in the area, Rehua. The use of the waka to move up and down the coastline between the bays marked the interests of our tupuna along the coastline. The coastline was the quickest means of transportation.

Onepoto Historic Reserve (as shown on deed plan OTS-126-08)

The Onepoto Historic Reserve is a well-known historical burial site for the people of Ngāti Rehua - Ngātiwai ki Aotea with many of the tribe's members buried there including prominent kuia such as Raihi. In 1894, following the shipwreck of the SS Wairapa at Aotea, Raihi allowed the bodies of those who died in the wreck to be buried at Onepoto Bay until their bodies could be retrieved and reinterred elsewhere.

Oruawharo Creek Government Purpose Reserve (as shown on deed plan OTS-126-09)

Our people traditionally maintained a pā and kainga in the area, and the creek was traditionally used by Ngāti Rehua - Ngātiwai ki Aotea whanui to access water and maintain gardens.

Oruawharo Creek Recreation Reserve (as shown on deed plan OTS-126-09)

Looking to 'Wai o Ruawharo', this is the place where the waka Takitimu was anchored. Ngāti Rehua - Ngātiwai ki Aotea descend from the Crew of this waka. Ruawharo the Tohunga on Takitimu was the first from his waka to step onto the shore. He named the Bay 'Te Wai o Ruawharo' (the waters of Ruawharo). This area also contains a large burial site where koiwi were moved from the beach to be reinterred in higher ground, protecting them from being washed out to sea. It is one of the largest archaeological sites of significance containing koiwi.

The area borders the wahi tapu site, the stream called Waitemataku in Māori. It is here that our tupuna Te Rangituangahuru and his allies were victorious in one of the final battles with another iwi.

Oruawharo Marginal Strip (as shown on deed plan OTS-126-09)

The area was cultivated and used to gather mahinga kai. The area was occupied by our people on a seasonal basis, and our people had an old pā and kainga there. Medlands (Oruawharo) is closely associated to the tupuna Ruawharo. The prominent wahi tapu site Waitemataku, where Ngāti Rehua - Ngātiwai ki Aotea won a battle against another iwi, is located near at the southern end of Medlands beach.

Overtons Beach Marginal Strip (as shown on deed plan OTS-126-04)

Overtons Beach Marginal Strip is in Harataonga Bay, an old occupation site of Ngāti Rehua - Ngātiwai ki Aotea, and in particular of the Te Ure Whakapiko hapū. It was one of the homes of Te Ikamimirua, the son of Rehua and Waipahihi and founding ancestor of this hapū, and is the area where he is buried. Harataonga was a special place for kaimoana of all kinds and the valley behind it contained some of the best traditional kumara cultivations. There are wāhi tapu sites in this area, including urupā at the southern end of the bay. Our tupuna continued to occupy the bay on a seasonal basis until permanent Pākehā settlement in the early 20th century, and thereafter continued to use traditional resources from the area. Haratonga holds special significance to the descendants of Hone Paama as this marks the last resting place of tupuna their tupuna Te Ikamimirua.

Ruahine area (as shown on deed plan OTS-126-11)

This area marks our connection to Manaia and the Aotea waka. The maunga Ruahine was named after the mokopuna of our tupuna Turi, captain of the Aotea waka, who visited Aotea a generation after Turi. Ruahine is the largest of the maunga in this range, in the south of Aotea, and borders our burial caves located across Matarehu.

Sandy Bay Marginal Strip (as shown on deed plan OTS-126-10)

According to Sandy Bay, or Te Wharangi, was the site of a significant battle involving Ngāti Rehua - Ngātiwai ki Aotea tupuna. It was also the location of a Ngāti Rehua - Ngātiwai ki Aotea seasonal settlement and contains a wāhi tapu site. It is a sheltered bay with a good fresh water supply and sandy beach.

SS Wairarapa Graves (Tapuwai Point) Historic Reserve (as shown on deed plan OTS-126-12)

This reserve contains the burial sites of some of those killed in the SS Wairarapa shipwreck. The land was owned at the time by Ngāti Rehua - Ngātiwai ki Aotea tupuna who allowed the bodies to be buried there. Historically we maintained a pā and kainga in this area.

Te Atamira Scenic Reserve (as shown on deed plan OTS-126-10)

This area marks the southern entrance to Rangitawhiri harbour. Ngāti Rehua - Ngātiwai ki Aotea history states that this area is guarded by Atamira, the highest maunga in the nearby range. This area illustrates where our Ngāti Rehua - Ngātiwai ki Aotea histories and whakapapa connections to te tai tonga o te motu o Aotea (Great Barrier Island) are embedded through our tupuna Manaia. We traditionally maintained a pā and kainga in this location, and had a lookout for taua approaching the harbour. The lookout was also a special place of ritual and contemplation for our rangatira from the time of our tupuna Te Rangituangahuru and was a favourite place of our tupuna rangatira Ranginui.

Whakatautuna Point Marginal Strip (as shown on deed plan OTS-126-04)

This is the highest point along Aotea's eastern coastline and was used as a defence site to observe any coastal waka movement from the north and south. This area is sheer cliff except for Whakatautuna, where there is steep access to the bay. The ridge then carries directly on to Harataonga beach.

There are many places of significance to Ngāti Rehua - Ngātiwai ki Aotea within this area, including several ancestral kainga and pa. Overlooking Omahungaiti and at the entrance to Whangapoua is Whiritoa, the impressive pā which was taken and occupied by our tupuna Rehua and later during the 1800s this pā site was occupied by tupuna Hone Paama.

Whakatautuna also features a valued paua nursery and a good cray-fishing coast. Even in recent times our people have seasonally harvested Manu Oi from this area.

2. PROTOCOLS

2.1 CROWN MINERALS PROTOCOL

PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF ENERGY AND RESOURCES REGARDING CONSULTATION WITH NGĀTI REHUA - NGĀTIWAI KI AOTEA SETTLEMENT TRUST 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 [ ] between the trustees of the Ngāti Rehua - Ngātiwai ki Aotea Settlement Trust ("**governance entity**") and the Crown (the "**Deed of Settlement**"), the Crown agreed that the Minister of Energy and Resources (the "**Minister**") would issue a Protocol (the "**Protocol**") providing for the relationship between the Ministry of Business, Innovation and Employment (the "**Ministry**") and Ngāti Rehua - Ngātiwai ki Aotea around consultation on matters specified in the Protocol.

1.2 Both the Ministry and governance entity are seeking a constructive relationship based on the principles of Te Tiriti o Waitangi/the Treaty of Waitangi.

1.3 Section 4 of the Crown Minerals Act 1991 (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. The minerals programmes set out how this requirement will be given effect to.

1.4 The Minister and the Ministry recognise that the governance entity is the governance entity of Ngāti Rehua - Ngātiwai ki Aotea and represents Ngāti Rehua - Ngātiwai ki Aotea.

1.5 Ngāti Rehua - Ngātiwai ki Aotea are tāngata whenua and kaitiaki of the Protocol Area and have significant interests and responsibilities in relation to the preservation, protection and management of natural resources within the Protocol Area.

2 PURPOSE OF THIS PROTOCOL

2.1 With the intent of creating a constructive relationship between the governance entity and the Ministry in relation to minerals administered in accordance with the Act in the Protocol Area, this Protocol sets out how the Ministry will exercise its functions, powers, and duties in relation to the matters set out in this 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 Protocol in accordance with the Act and the relevant minerals programmes issued under the Act.

3 PROTOCOL AREA

3.1 This Protocol applies to the area shown on the map in Attachment A and does not go beyond the sovereign territory of New Zealand.

4 TERMS OF ISSUE

4.1 This Protocol is issued pursuant to section [ ] of Ngāti Rehua - Ngātiwai ki Aotea Claims Settlement Act (the "**Settlement Legislation**") that implements clause [ ] of the Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.

4.2 This 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

(a) on the preparation of a draft minerals programme, or a proposed change to a minerals programme (unless the change is one to which section 16(3) of the Act applies), which relate, whether wholly or in part, to the Protocol Area;

Petroleum exploration permit block offers

(b) 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 Protocol Area. This will include outlining the proposals for holding the block offer, and consulting with the governance entity on these proposals over the consultation period set out in the relevant minerals programme;

Other petroleum permit applications

(c) when any application for a petroleum permit is received, which relates, whether wholly or in part, to the Protocol Area, except where the application relates to a block offer over which consultation has already taken place under clause 5.1(b);

Amendments to petroleum permits

(d) when any application to amend a petroleum permit, by extending the land to which the permit relates, is received where the application relates, wholly or in part, to the Protocol Area;

Permit block offers for Crown owned minerals other than petroleum

(e) 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 Protocol Area;

Other permit applications for Crown owned minerals other than petroleum

(f) 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 Protocol Area, except where the application relates to a block offer over which consultation has already taken place under clause 5.1(e) or where the application relates to newly available acreage;

Newly available acreage

(g) when the Chief Executive 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 Protocol Area;

Amendments to permits for Crown owned minerals other than petroleum

(h) 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 Protocol Area; and

Gold fossicking areas

(i) when any request is received or proposal is made to designate lands as a gold fossicking area, which relates, whether wholly or in part, to the 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 IMPLEMENTATION AND COMMUNICATION

6.1 The Crown has an obligation under the Act to consult with parties whose interests may be affected by matters described in clause 5.1. The Ministry will consult with the governance entity in accordance with this Protocol if matters described in clause 5.1 of this Protocol may affect the interests of Ngāti Rehua - Ngātiwai ki Aotea.

6.2 For the purposes of clause 6.1, the basic principles that will be followed by the Ministry in consulting with the governance entity in each case are:

(a) ensuring that the governance entity is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues;

(b) providing the governance entity with sufficient information to make informed decisions and submissions;

(c) ensuring that sufficient time is given for the participation of the governance entity in the decision making process and to enable it to prepare its submissions; and

(d) ensuring that the Ministry will approach the consultation with the governance entity with an open mind, and will genuinely consider the submissions of Ngāti Rehua - Ngātiwai ki Aotea.

6.3 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.

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

(a) maintaining information on the governance entity's address and contact details as provided from time to time by the governance entity;

(b) as far as reasonably practicable, ensuring relevant employees within the Ministry are aware of the purpose, content and implications of this Crown Minerals Protocol;

(c) nominating relevant employees to act as contacts with the governance entity in relation to issues concerning this Crown Minerals Protocol; and

(d) 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.

7. DEFINITIONS

7.1 In this Protocol:

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

Chief Executive means the Chief Executive of the Ministry of Business, Innovation and Employment;

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 that is the property of the Crown;

Deed of Settlement means the Deed of Settlement dated [ ] between the Crown and the governance entity;

governance entity has the meaning given to it by the Deed of Settlement;

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, precious stones, industrial rocks and building stones, 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 is a method for allocating permits for minerals (excluding petroleum) as set out in the Minerals Programme for Minerals (Excluding Petroleum) 2013

Ngāti Rehua - Ngātiwai ki Aotea has the meaning set out in clause [ ] of the Deed of Settlement;

petroleum means -

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

(b) any naturally occurring mixture of hydrocarbons (other than coal) whether in a gaseous, liquid, or solid state; or

(c) any naturally occurring mixture of 1 or more hydrocarbons (other than coal) whether in a gaseous, liquid, or solid state, and 1 or more of the following, namely hydrogen sulphide, nitrogen, helium, or carbon dioxide;

and, except in sections 10 and 11, includes any petroleum as so defined which has been mined or otherwise recovered from its natural condition, or which has been so mined or otherwise recovered but which has been returned to a natural reservoir for storage purposes; and

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.

ISSUED ON [ ]

SIGNED for and on behalf of)
THE SOVEREIGN)
in right of New Zealand by)
the Minister of Energy and Resources)
in the presence of:)

_____

Signature of witness

_____

Witness name

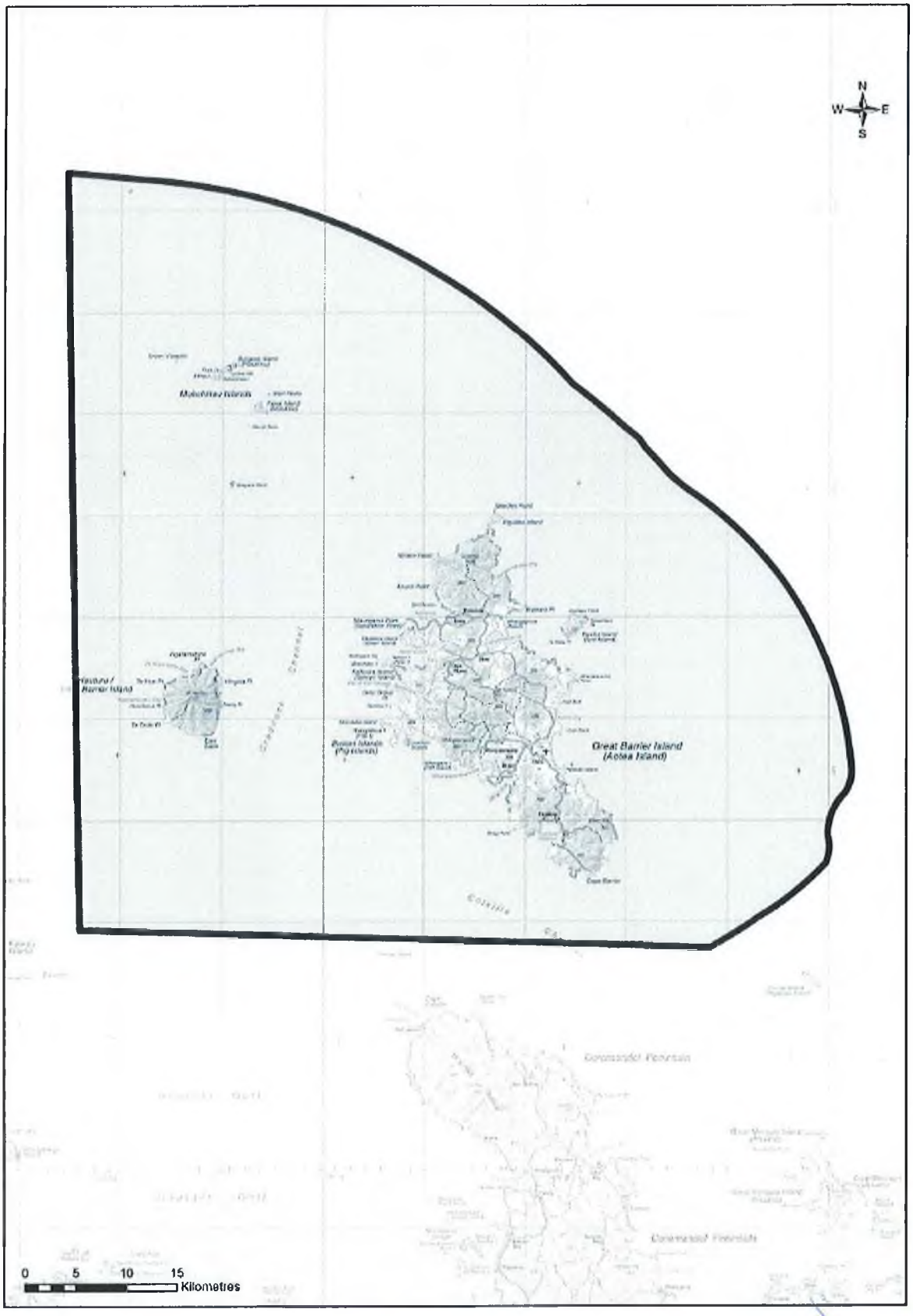
_____

Occupation

_____

Address

ATTACHMENT A
PROTOCOL AREA MAP



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 or the governance entity may cancel this Protocol.

1.2 The Protocol can only be amended by agreement in writing between the Minister and the governance entity.

2. Noting

2.1 A summary of the terms of this Protocol must be added:

2.1.1 in a register of protocols maintained by the chief executive; and

2.1.2 in the minerals programme affecting the Protocol Area when those programmes are changed;

but the addition:

2.1.3 is for the purpose of public notice only; and

2.1.4 does not change the minerals programmes for the purposes of the Crown Minerals Act 1991 (section [ ]).

3. Limits

3.1 This Protocol does not -

3.1.1 restrict the Crown from exercising its powers, and performing its functions and duties, in accordance with the law (including the Crown Minerals Act 1991) and government policy, including:

(a) introducing legislation; or

(b) changing government policy; or

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

3.1.2 restrict the responsibilities of the Minister or the Ministry under the Crown Minerals Act 1991 or the legal rights of Ngāti Rehua - Ngātiwai ki Aotea or a representative entity (section [ ]); or

3.1.3 grant, create, or provide evidence of an estate or interest in, or rights relating to Crown minerals (section [ ]); or

3.1.4 [affect any interests under the Marine and Coastal Area (Takutai Moana) Act 2011 (section [ ]).]

3.2 In this summary of the Terms of Issue, "representative entity" has the same meaning as it has in the Deed of Settlement.

4. Breach

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

4.2 A breach of this Protocol is not a breach of the Deed of Settlement (clause [ ]).

2.2 TAONGA TŪTURU PROTOCOL

A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER FOR ARTS, CULTURE AND HERITAGE REGARDING INTERACTION WITH NGĀTI REHUA - NGĀTIWAI KI AOTEA SETTLEMENT TRUST ON SPECIFIED ISSUES

1. INTRODUCTION

1.1 Under the Deed of Settlement dated [ ] between Ngāti Rehua - Ngātiwai ki Aotea 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, Ngāti Rehua - Ngātiwai ki Aotea Settlement Trust on matters specified in the Protocol. These matters are:

1.1.1 Protocol Area - Part 2

1.1.2 Terms of issue - Part 3 Implementation and communication - Part 4

1.1.3 Implementation and communication – Part 4

1.1.4 The role of the Chief Executive under the Protected Objects Act 1975 - Part 5

1.1.5 The role of the Minister under the Protected Objects Act 1975 - Part 6

1.1.6 Effects on Ngāti Rehua - Ngātiwai ki Aotea interests in the Protocol Area - Part 7

1.1.7 Registration as a collector of Ngā Taonga Tūturu - Part 8

1.1.8 Board Appointments - Part 9

1.1.9 National Monuments, War Graves and Historical Graves - Part 10

1.1.10 History publications relating to Ngāti Rehua - Ngātiwai ki Aotea - Part 11

1.1.11 Cultural and/or Spiritual Practices and professional services - Part 12

1.1.12 Consultation - Part 13

1.1.13 Changes to legislation affecting this Protocol - Part 14

1.1.14 Definitions - Part 15

1.2 For the purposes of this Protocol the governance entity is the body representative of Ngāti Rehua - Ngātiwai ki Aotea 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 (the "**Ministry**") and the governance entity are seeking a relationship consistent with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The principles of Te Tiriti o Waitangi/the Treaty of Waitangi provide the basis for the relationship between the parties to this Protocol, as set out in this Protocol.

1.4 The purpose of the Protected Objects Act 1975 (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 xx of the xxx (the "**Settlement Legislation**") that implements the Ngāti Rehua - Ngātiwai ki Aotea Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.

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

4. IMPLEMENTATION AND COMMUNICATION

4.1 The Chief Executive will maintain effective communication with the 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 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 Ngāti Rehua - Ngātiwai ki Aotea 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 Ngāti Rehua - Ngātiwai ki Aotea 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 Ngāti Rehua - Ngātiwai ki Aotea 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 Ngāti Rehua - Ngātiwai ki Aotea 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 Ngāti Rehua - Ngātiwai ki Aotea 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 Ngāti Rehua - Ngātiwai ki Aotea 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 Ngāti Rehua - Ngātiwai ki Aotea 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 Ngāti Rehua - Ngātiwai ki Aotea 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.

Custody of Taonga Tūturu found in Protocol Area or identified as being of Ngāti Rehua - Ngātiwai ki Aotea 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 Ngāti Rehua - Ngātiwai ki Aotea 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 Ngāti Rehua - Ngātiwai ki Aotea 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 Ngāti Rehua - Ngātiwai ki Aotea 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 NGĀTI REHUA - NGĀTIWAI KI AOTEA INTERESTS IN THE PROTOCOL AREA

7.1 The Chief Executive and governance entity shall discuss any policy and legislative development, which specifically affects Ngāti Rehua - Ngātiwai ki Aotea 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 Ngāti Rehua - Ngātiwai ki Aotea interests in the Protocol Area.

7.3 Notwithstanding paragraphs 7.1 and 7.2 above the Chief Executive and governance entity shall meet to discuss Ngāti Rehua - Ngātiwai ki Aotea interests in the Protocol Area as part of the meeting specified in clause 4.1.4.

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 Ngāti Rehua - Ngātiwai ki Aotea interests in the Protocol Area. For the avoidance of any doubt, this does not include normal maintenance or cleaning.

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

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 Ngāti Rehua - Ngātiwai ki Aotea; and

11.1.2 where reasonably practicable, consult with the governance entity on any work the Ministry undertakes that relates substantially to Ngāti Rehua - Ngātiwai ki Aotea:

(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 It is accepted 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.

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

12.1 Where the Chief Executive requests cultural and/or spiritual practices to be undertaken by Ngāti Rehua - Ngātiwai ki Aotea within the Protocol Area, the Chief Executive will make a contribution subject to prior mutual agreement, to the costs of undertaking such practices.

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

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 Ngāti Rehua - Ngātiwai ki Aotea Settlement Trust.

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

Ngāti Rehua - Ngātiwai ki Aotea has the meaning set out in clause [8.6] of the Deed of Settlement.

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 and 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

ISSUED ON [ ]

SIGNED for and on behalf of)
THE SOVEREIGN)
in right of New Zealand by the Chief)
Executive of the Ministry for Culture)
and Heritage, in the presence of:)

_____

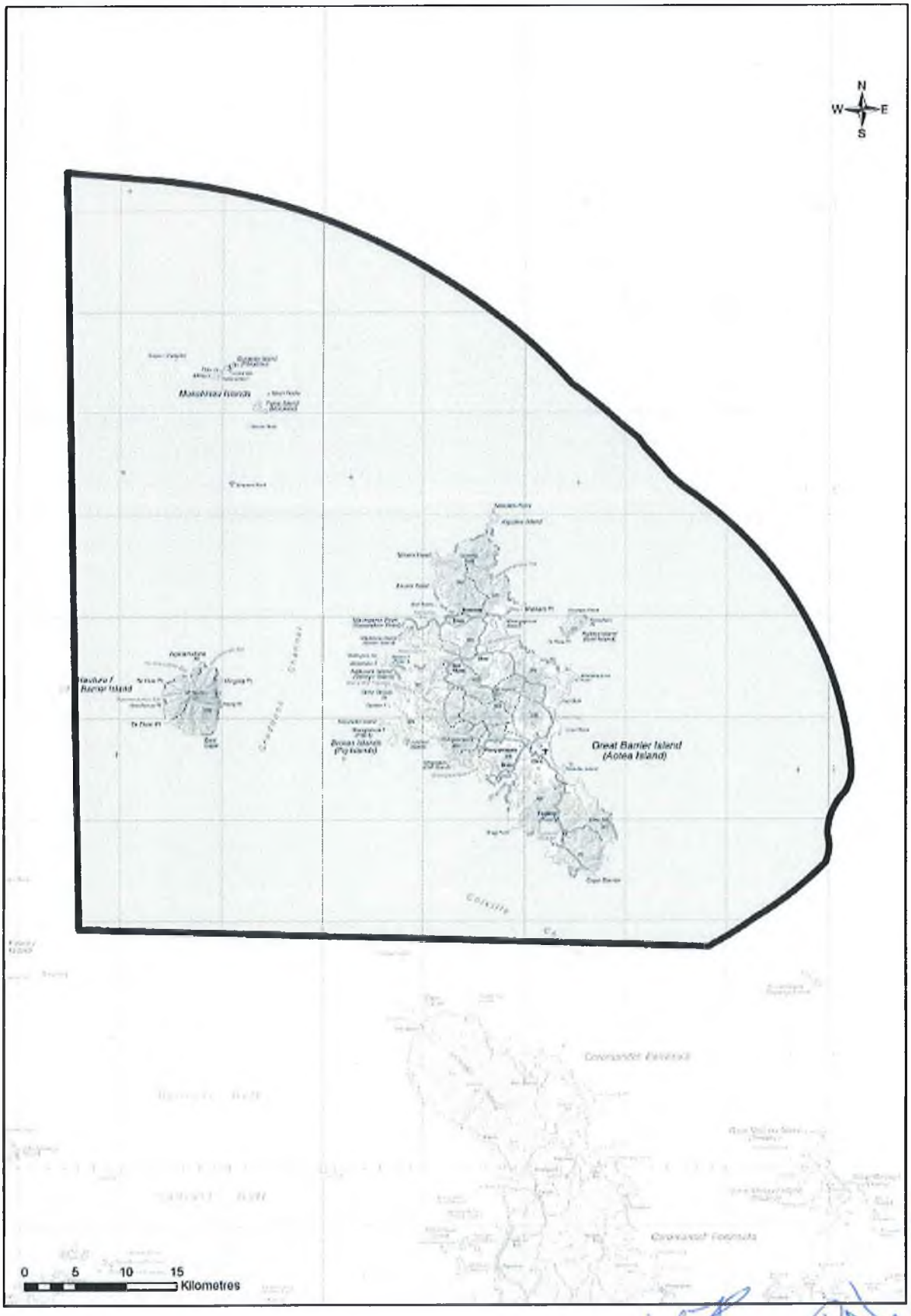
_____
Signature of witness

_____
Witness name

_____
Occupation

_____
Address

ATTACHMENT A
THE MINISTRY FOR CULTURE AND HERITAGE PROTOCOL AREA



ATTACHMENT B
SUMMARY OF THE TERMS OF ISSUE

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

1. Amendment and cancellation

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

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, whanau, or representative of tangata whenua (section [ ]); or

2.1.2 restrict the responsibilities of the Minister or the Ministry or the legal rights of [ ] (section [ ]); or

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

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 [ ]).

3.2 A breach of this Protocol is not a breach of the Deed of Settlement (clause [ ])

3. DEPARTMENT OF CONSERVATION PARTNERSHIP AGREEMENT

NGĀTI REHUA-NGĀTI WAI KI AOTEA

and

THE CROWN

through the

MINISTER OF CONSERVATION

and

DIRECTOR-GENERAL OF CONSERVATION

CONSERVATION PARTNERSHIP AGREEMENT

[November 2016]

3: DEPARTMENT OF CONSERVATION PARTNERSHIP AGREEMENT

Ko motu tohora i whakakohatu naia Te Tai Tonga
Ko nga Taratara o Toi te Huatahi Te Tai Tokerau
Ko motu Rangiahua Te Tai Hauauru
Ko Kaitoke kohatu Te Tai Rawhiti
Hirakimata te maunga tapu waenganui
Ko Te Mauri, ko Tukaiaia, ko te tuatara nga kaitiaki
Ko Kawa, ko Motairehe, ko Whananaki, ko Matapouri nga marae
Ko Rehua, ko Ranginui, ko Te Awe nga tupuna
Ko Ngāti Rehua - Ngātiwai ki Aotea te iwi
Tihei wa mauri ora

1. BACKGROUND

1.1. Aotea and the motu that surround it and the waters that connect them are a single living entity that is integral to the whakapapa, identity, history and culture of Ngāti Rehua-Ngāti Wai ki Aotea. The lands and waters of, on and around Aotea are a taonga to Ngāti Rehua-Ngāti Wai ki Aotea.

1.2. Ngāti Rehua-Ngāti Wai ki Aotea have exercised mana and tino rangatiratanga over Aotea and the islands and waters around it since time immemorial in accordance with their tikanga, kawa and kaitiakitanga.

1.3. The lands of Ngāti Rehua-Ngāti Wai ki Aotea on Aotea and certain off-shore islands were acquired by the Crown in breach of Te Tiriti o Waitangi as set out in the Historical Account of the Deed of Settlement between Ngāti Rehua-Ngāti Wai ki Aotea and the Crown on [date].

1.4. Today, the Crown continues to manage many of those lands and resources through the Department of Conservation under the Conservation legislation.

1.5. The parties have worked together in the past on an ad-hoc basis in respect of conservation management issues.

1.6. Ngāti Rehua-Ngāti Wai ki Aotea and the Crown now wish to formalise a partnership based on the terms set out in this agreement for the management of the lands, resources and taonga currently managed by the Department of Conservation.

2. PARTIES

2.1. Ngāti Rehua-Ngāti Wai ki Aotea represented by the Ngāti Rehua-Ngāti Wai ki Aotea Settlement Trust.

2.2. The Crown through the Minister of Conservation and Director General of Conservation.

3. PURPOSE OF THIS CONSERVATION PARTNERSHIP AGREEMENT

3.1. This Conservation Partnership Agreement ("Agreement") sets out how the Department of Conservation (the "Department") and the Ngāti Rehua-Ngāti Wai ki Aotea Settlement Trust will work together in fulfilling the agreed strategic objectives across the Ngāti Rehua-Ngāti Wai ki Aotea Agreement Area. It is a framework to foster the development of a positive, collaborative and enduring relationship into the future between Ngāti Rehua-Ngāti Wai ki Aotea and the Department of Conservation.

3.2. This Agreement shall apply within the Ngāti Rehua-Ngāti Wai ki Aotea rohe, referred to as the "Ngāti Rehua-Ngāti Wai ki Aotea Agreement Area".

4. VALUES AND ASPIRATIONS

4.1. At the heart of Ngāti Rehua-Ngāti Wai ki Aotea's mission is the need to safe guard their whenua and people. Their connection with the natural world is central to their identity and wellbeing, and as mana whenua, the exercise of kaitiakitanga is a key responsibility to uphold for generations past and to come. Through protection of the air, water and land, and reinforcing the message that the old values of looking after the welfare of future generations still has meaning and most importantly, still remains.

4.2. Through their relationship with the Department, encouraging awareness and use of mātauranga and tikanga, Ngāti Rehua-Ngāti Wai ki Aotea seek to build their capability and capacity for conservation and environmental management in a way that will be a legacy for future generations.

5. PARTNERSHIP PRINCIPLES

5.1. In implementing the Agreement, the Department and Ngāti Rehua - Ngāti Wai ki Aotea agree to act consistently with the following relationship principles:

5.1.1. work consistently with Te Tiriti o Waitangi and its principles;

5.1.2. operate a 'no surprises' approach;

5.1.3. work in a spirit of co-operation;

5.1.4. acknowledge that the partnership is evolving, not prescribed;

5.1.5. respect the independence of the parties and their individual mandates, roles, responsibilities, capacity and resources; and

5.1.6. recognise and acknowledge that the parties benefit from working together by sharing their vision, knowledge and expertise.

6. MANA MOTUHAKE

6.1. Ngāti Rehua-Ngāti Wai ki Aotea has exercised mana motuhake, both historic and prospective, over Aotea and the coastal environs.

6.2. The exercise of mana is governed by traditional take and tikanga of Ngāti Rehua-Ngāti Wai ki Aotea.

6.3. This Agreement is intended to recognise the importance of mana motuhake for Ngāti Rehua-Ngāti Wai ki Aotea and enable Ngāti Rehua-Ngāti Wai ki Aotea involvement in any legislative or policy developments of interest to Ngāti Rehua-Ngāti Wai ki Aotea, including but not limited to:

6.3.1. Resource Management Act 1991 ("RMA");

6.3.2. Land, air and freshwater management;

6.3.3. Marine and coastal management;

6.3.4. Biodiversity;

6.3.5. Waste management;

6.3.6. Concessions;

6.3.7. Commercial and economic development;

6.3.8. Social and cultural health; and

6.3.9. any other matters of mutual interest.

7. ROLES AND RESPONSIBILITIES

7.1. Ngāti Rehua-Ngāti Wai ki Aotea, the Minister and the Director-General are committed to the restoration and protection of the health and wellbeing of the Ngāti Rehua-Ngāti Wai ki Aotea Agreement Area, for present and future generations.

7.2. Ngāti Rehua-Ngāti Wai ki Aotea has rights and cultural, spiritual, traditional and historic associations with the land, waters and indigenous flora and fauna within the Ngāti Rehua-Ngāti Wai ki Aotea Agreement Area, and accept a responsibility as kaitiaki under tikanga Māori to preserve, protect, and manage natural and historic resources.

7.3. The Department's functions include managing "for conservation purposes, all land, and all other natural and historic resources" under the Conservation Legislation. Section 4 of the Conservation Act 1987 requires the Department of Conservation to interpret and administer the Conservation Act 1987 so as to give effect to the principles of the Treaty of Waitangi.

8. STRATEGIC COLLABORATION AND SPECIFIC PROJECTS

8.1. As soon as practicable after the signing of this Agreement the parties will meet to agree long-term strategic objectives for their partnership and the management of public conservation land, resources and taonga in the Ngāti Rehua-Ngāti Wai ki Aotea Agreement Area.

8.2. Thereafter, the Governance Entity will meet with senior staff of the Department within the Ngāti Rehua-Ngāti Wai ki Aotea 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. The Governance Entity may also advise the Department that meetings with specific iwi or hapū are required on particular issues.

8.3. 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 Ngāti Rehua-Ngāti Wai ki Aotea's and the Department's work priorities and commitments for the year. For the Department, business planning processes largely sit with the District Managers. The relevant District Managers and representatives of the Governance Entity will meet at an early stage in their annual business planning processes to:

8.3.1. discuss priorities and commitments for the new financial year;

8.3.2. discuss timeframes for the development of annual work programmes; and

8.3.3. identify potential specific projects to be undertaken together or separately which are consistent with the strategic objectives for the partnership.

8.4. 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.

8.5. As part of annual discussions, and as part of ongoing dialogue, the parties will advise each other of:

8.5.1. any significant changes that have occurred or are proposed (including structural, legislative, policy or administrative changes) regarding how either party is working in the Ngāti Rehua-Ngāti Wai ki Aotea Agreement Area;

8.5.2. potential opportunities for applying for funding for conservation purposes from external sources (either jointly or individually with the support of the other party);

8.5.3. potential opportunities for applying for funding for conservation purposes from Vote: Conservation, e.g. Nga Whenua Rahui (either jointly or individually with the support of the other party); and

8.5.4. 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.

Conservation planning documents

8.6. The Department and the Governance Entity will meet to identify and seek to address issues affecting Ngāti Rehua-Ngāti Wai ki Aotea 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 Ngāti Rehua-Ngāti Wai ki Aotea Agreement Area.

Ngāti Rehua-Ngāti Wai ki Aotea - planning documents

8.7. The parties will meet to identify and discuss opportunities for them to further strengthen their partnership and achieve the long term strategic objectives at an early stage in the preparation, review or amendment of any statutory or non-statutory plans that Ngāti Rehua-Ngāti Wai ki Aotea or the Department is developing for the Ngāti Rehua-Ngāti Wai ki Aotea Agreement Area. This may include the development of an iwi or hapū management plan by Ngāti Rehua-Ngāti Wai ki Aotea that records their relationship with public conservation land, including cultural and heritage values, and the location of wāhi tapu and the use of traditional resources.

8.8. Ngāti Rehua-Ngāti Wai ki Aotea may decide that an iwi or hapū management plan, in part, is confidential to Ngāti Rehua-Ngāti Wai ki Aotea and (subject to any legal obligation under certain legislation such as the Official Information Act 1982) may require the Department of Conservation not to disclose those parts of the plan.

9. FRESHWATER FISHERIES

9.1. Ngāti Rehua-Ngāti Wai ki Aotea and the Department share aspirations for conservation of freshwater fisheries within the Ngāti Rehua-Ngāti Wai ki Aotea Agreement Area.

9.2. 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.

9.3. 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.

10. MARINE MAMMALS

10.1. 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.

10.2. The Department will advise Ngāti Rehua-Ngāti Wai ki Aotea of marine mammal strandings within the Ngāti Rehua-Ngāti Wai ki Aotea Agreement Area. A co-operative approach will be adopted between the Department and Ngāti Rehua-Ngāti Wai ki Aotea to the 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 Ngāti Rehua-Ngāti Wai ki Aotea before any decision is made to euthanise a marine mammal or gather scientific information.

10.3. Both the Department and Ngāti Rehua-Ngāti Wai ki Aotea 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 Ngāti Rehua-Ngāti Wai ki Aotea will depend on the species.

10.4. If Ngāti Rehua-Ngāti Wai ki Aotea does not wish to recover bone or otherwise participate Ngāti Rehua-Ngāti Wai ki Aotea will notify the Department whereupon the Department will take responsibility for disposing of the remains.

10.5. Subject to the prior agreement of the relevant District Manager, where disposal of a dead stranded marine mammal is carried out by Ngāti Rehua-Ngāti Wai ki Aotea 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.

10.6. The Department and Ngāti Rehua-Ngāti Wai ki Aotea will advise each other of authorised key contact people who will be available at short notice to consult on whether Ngāti Rehua-Ngāti Wai ki Aotea wishes to be involved in a marine mammal stranding. The persons authorised by Ngāti Rehua-Ngāti Wai ki Aotea will be authorised to make decisions on whether Ngāti Rehua-Ngāti Wai ki Aotea will be involved in a marine mammal stranding.

10.7. The Department and Ngāti Rehua-Ngāti Wai ki Aotea will discuss burial sites as part of the disposal process.

10.8. Where practicable the Department and Ngāti Rehua-Ngāti Wai ki Aotea 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 Ngāti Rehua-Ngāti Wai ki Aotea tikanga.

11. STATUTORY AUTHORISATIONS

11.1. The long term strategic objectives resulting from this Agreement will guide the parties to determine appropriate engagement on Statutory Authorisations within the Ngāti Rehua-Ngāti Wai ki Aotea Agreement Area.

11.2. As part of these strategic objectives, the Governance Entity and the Department will identify categories of statutory authorisations that involve or concern the cultural, traditional and/or historic values of Ngāti Rehua-Ngāti Wai ki Aotea. These categories will be reviewed on a continuing basis. In the identified categories the Department will advise and encourage all prospective applicants within the Ngāti Rehua-Ngāti Wai ki Aotea 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 Ngāti Rehua-Ngāti Wai ki Aotea Agreement Area.

11.3. 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 8.2) of the time frames for providing advice on impacts on the cultural, spiritual and historic values of Ngāti Rehua-Ngāti Wai ki Aotea.

11.4. Prior to issuing statutory authorisations to carry out activities on land managed by the Department within the Ngāti Rehua-Ngāti Wai ki Aotea Agreement Area, the Department will encourage communication between the applicant of the statutory authorisation and Ngāti Rehua-Ngāti Wai ki Aotea.

11.5. When issuing or renewing statutory authorisations that give authority for other parties to manage land administered by the Department, the Department will:

11.5.1. require the third parties to manage the land according to the standards of conservation best practice;

11.5.2. encourage third parties to consult with and seek approval from Ngāti Rehua-Ngāti Wai ki Aotea before using cultural information of Ngāti Rehua-Ngāti Wai ki Aotea.

11.6. It is expected that the strategic objectives will guide the parties to determine potential opportunities for Ngāti Rehua-Ngāti Wai ki Aotea to obtain statutory authorisations on public conservation land within the Ngāti Rehua-Ngāti Wai ki Aotea Agreement Area.

12. STATUTORY LAND MANAGEMENT

12.1. The strategic objectives will guide the parties' engagement on statutory land management activities within the Ngāti Rehua-Ngāti Wai ki Aotea Agreement Area. Ngāti Rehua-Ngāti Wai ki Aotea has an ongoing interest in the range of statutory land management activities that are occurring within the Ngāti Rehua-Ngāti Wai ki Aotea Agreement Area.

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

12.3. Before vesting or making an appointment to control and manage a reserve under the Reserves Act for a Ngāti Rehua-Ngāti Wai ki Aotea site of significance, the Department will discuss the vesting or appointment with the Governance Entity including whether Ngāti Rehua-Ngāti Wai ki Aotea wishes to be considered for such a vesting or appointment subject to agreed conditions (if any).

13. CULTURAL MATERIALS

13.1. Current legislation requires some form of authorisation for gathering or the possession of plants and plant materials and the possession of dead fauna.

13.2. At the request of Ngāti Rehua-Ngāti Wai ki Aotea, the Department will collaborate with Ngāti Rehua-Ngāti Wai ki Aotea to develop a Cultural Materials Plan ("the Plan") to enable members of Ngāti Rehua-Ngāti Wai ki Aotea to take and use cultural materials in accordance with the Plan.

13.3. The Plan should:

13.3.1. as far as practicable, uphold and affirm Ngāti Rehua kaitiakitanga; tikanga and customary practices;

13.3.2. prescribe streamlined authorisation processes (including multi-site and multi-take permits) for Ngāti Rehua-Ngāti Wai ki Aotea members to gather cultural materials on public conservation land (within existing legislation);

13.3.3. identify sites, quantities, methods and conditions relating to the multi-take and multi-site plan; and

13.3.4. identify matters to be considered when consulting on the feasibility of including a plant or plant material in the Plan.

13.4. Ngāti Rehua-Ngāti Wai ki Aotea may propose new species/materials to be included in the Plan on an incremental basis and the parties will discuss the feasibility of the proposal.

13.5. When Ngāti Rehua-Ngāti Wai ki Aotea and the Department collaborate on the Plan, appropriate Departmental experts and Ngāti Rehua-Ngāti Wai ki Aotea experts in mātauranga Māori will take part.

13.6. When the Parties 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. The Governance Entity may then enable members of Ngāti Rehua-Ngāti Wai ki Aotea to take Cultural Materials in accordance with such authorisations.

13.7. The Plan should be revised:

13.7.1. If an unforeseen event (such as a fire) takes place that affects sites included in the Plan;

13.7.2. 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 public conservation land is held; or

13.7.3. If there is a change in the status of a species under the Plan (i.e. it is classified as threatened or at risk).

13.8. In relation to Cultural Materials the Department will:

13.8.1. work with the Governance Entity to resolve circumstances where there are competing requests between the Governance Entity and non-Ngāti Rehua-Ngāti Wai ki Aotea members or entities for the use of Cultural Materials in the Ngāti Rehua-Ngāti Wai ki Aotea Area of Interest, for example for scientific research purposes; or requests for access to and use of Cultural Materials within the Area of Interest from persons and entities other than the Governance Entity;

13.8.2. work with the Governance Entity on the restoration and enhancement of the sources of Cultural Materials on public conservation land;

13.8.3. assist as far as reasonably practicable, the Governance Entity to obtain plant stock for propagation to reduce the need for plants to be gathered from land administered by the Department and to provide advice to the Governance Entity in the establishment of its own cultivation areas;

13.8.4. provide, as far as reasonably practicable, ongoing advice to the Governance Entity for the management and propagation of plant stock; and

13.8.5. where appropriate, the Department and the Governance Entity will develop procedures for monitoring levels of use of Cultural Materials in accordance with the relevant legislation and appropriate Ngāti Rehua-Ngāti Wai ki Aotea tikanga.

13.9. The Department will waive the recovery of any costs associated with the collection of Cultural Materials by Ngāti Rehua-Ngāti Wai ki Aotea.

Materials from Flora and Dead Protected Fauna

13.10. The Department will, as far as reasonably practicable provide the Governance Entity with access to materials from flora and dead protected fauna which have become available as a result of Departmental operations within the area of interest but where other iwi also has an interest in the area from which the materials are derived, the

Department will with the Governance Entity to see whether agreement can be reached with all interested parties.

14. SITES OF SIGNIFICANCE

14.1. Both parties recognise that there are wāhi tapu and sites of significance to Ngāti Rehua-Ngāti Wai ki Aotea on lands managed under Conservation Legislation.

14.2. The Department will work with the Governance Entity to respect, recognise and provide for Ngāti Rehua-Ngāti Wai ki Aotea values, tikanga and kaitiakitanga attached to wāhi tapu and other places of significance that have been identified in accordance with clause 14.3 on lands administered by the Department within the Ngāti Rehua-Ngāti Wai ki Aotea Agreement Area by:

14.2.1. discussing with Ngāti Rehua-Ngāti Wai ki Aotea practical ways in which Ngāti Rehua-Ngāti Wai ki Aotea can exercise kaitiakitanga over ancestral lands, natural and historic resources and other taonga managed by the Department within the Ngāti Rehua-Ngāti Wai ki Aotea Agreement Area;

14.2.2. managing, in co-operation with Ngāti Rehua-Ngāti Wai ki Aotea, sites of historic significance in to Ngāti Rehua-Ngāti Wai ki Aotea 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;

14.2.3. informing Ngāti Rehua-Ngāti Wai ki Aotea if koiwi or taonga tuturu are found within the Ngāti Rehua-Ngāti Wai ki Aotea Agreement Area; and

14.2.4. assisting in recording and protecting wāhi tapu and other places of cultural significance to Ngāti Rehua-Ngāti Wai ki Aotea and seeking to ensure they are not desecrated or damaged.

14.3. The Parties will develop a process for advising one another of sites of significance and wāhi tapu. Information relating to Ngāti Rehua-Ngāti Wai ki Aotea 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.

14.4. The parties will consult each other in relation to recommendations for public conservation lands containing sites of significance that are identified under 14.3 above in the Ngāti Rehua-Ngāti Wai ki Aotea Agreement Area.

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

15.1. The parties share aspirations of protecting ecosystems and indigenous flora and fauna within the Ngāti Rehua-Ngāti Wai ki Aotea Agreement Area. These aspirations will be reflected in the strategic objectives for the relationship.

15.2. 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.

15.3. In recognition of the cultural, historic and traditional association of Ngāti Rehua-Ngāti Wai ki Aotea with indigenous flora and fauna within the Ngāti Rehua-Ngāti Wai ki Aotea 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.

15.4. 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.

15.5. It is envisaged that the strategic objectives for the relationship will determine the strategic outcomes sought from pest control programmes within the Ngāti Rehua-Ngāti Wai ki Aotea Agreement Area, including: monitoring and assessment of programmes; early consultation with Ngāti Rehua-Ngāti Wai ki Aotea on pest control activities particularly the use of pesticides within the Ngāti Rehua-Ngāti Wai ki Aotea Agreement Area; and co-ordination of pest control where Ngāti Rehua-Ngāti Wai ki Aotea is the adjoining landowner. Through the annual business planning process, the parties will create actions to progress these strategic objectives.

16. VISITOR AND PUBLIC INFORMATION

16.1. Ngāti Rehua-Ngāti Wai ki Aotea and the Department wish to share knowledge about natural and historic heritage within the Ngāti Rehua-Ngāti Wai ki Aotea 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.

16.2. The parties will encourage respect for and awareness of conservation and the Ngāti Rehua-Ngāti Wai ki Aotea relationship within the Ngāti Rehua-Ngāti Wai ki Aotea Agreement Area, including by:

16.2.1. raising public awareness of positive conservation relationships developed between the parties;

16.2.2. consulting each other in the development of visitor and public information published by either party that relates to Ngāti Rehua-Ngāti Wai ki Aotea values in land and resources managed under Conservation Legislation, particularly where that information relates to Ngāti Rehua-Ngāti Wai ki Aotea sites of significance and aspirations to the land;

16.2.3. obtaining from Ngāti Rehua-Ngāti Wai ki Aotea an assurance that information relating to Ngāti Rehua-Ngāti Wai ki Aotea to be contained in a publication of the Department is accurate and appropriate;

16.2.4. the Department obtaining the consent of the Governance Entity for the disclosure of information received from the Governance Entity relating to Ngāti Rehua-Ngāti Wai ki Aotea values but subject to the Official Information Act 1981 and other relevant Acts; and

16.2.5. consulting with Ngāti Rehua-Ngāti Wai ki Aotea prior to the use of information about Ngāti Rehua-Ngāti Wai ki Aotea values for new interpretation panels, signs and other visitor publications.

17. CONSERVATION ADVOCACY

17.1. From time to time, Ngāti Rehua-Ngāti Wai ki Aotea 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:

17.1.1. protection of coastal and marine areas;

17.1.2. protection and maintenance of wetland areas and reserves;

17.1.3. management of rivers, streams and waterways; and

17.1.4. the effects of activities on biodiversity.

17.2. 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.

18. CROSS-ORGANISATIONAL OPPORTUNITIES

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

18.1.1. opportunities and processes to share scientific and cultural resource and information, including data and research material (including to assist Ngāti Rehua-Ngāti Wai ki Aotea to exercise their role under the Deed and as kaitiaki);

18.1.2. opportunities for developing mutual understanding and developing relationships, with respect to conservation, environmental and cultural matters within the Ngāti Rehua-Ngāti Wai ki Aotea Agreement Area. Options may include wānanga, education, training, development and secondments;

18.1.3. opportunities to be involved or to nominate individuals to take part in relevant training initiatives run by both parties, including potential opportunities for full time positions, holiday employment or student research projects which may arise within the Ngāti Rehua-Ngāti Wai ki Aotea Agreement Area. Ngāti Rehua-Ngāti Wai ki Aotea may propose candidates for these roles or opportunities; and

18.1.4. staff changes and key contacts in each organisation.

18.2. Where appropriate, the Department will consider using Ngāti Rehua-Ngāti Wai ki Aotea individuals or entities as providers of professional services (such as oral history and interpretation projects). Normal conflict of interest processes will be implemented to avoid a perceived or actual conflict of interest.

19. DISPUTE RESOLUTION

19.1. If a dispute arises in connection with this Agreement, every effort will be made in good faith to resolve matters at a local level within a reasonable timeframe to endeavour to find a resolution to the matter.

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

19.3. If following the process in clause 19.2 the parties cannot reach a negotiated outcome, they may agree to refer the dispute to an independent and mutually agreed mediator. The costs of mediation are to be split equally between the parties.

19.4. If the dispute is not resolved following mediation, and the parties agree that the matter is of such significance that it requires the attention of the Governance Entity and the Minister of Conservation, then that matter will be escalated to a meeting between a nominated representative of the Governance Entity and the Minister or their nominees). The parties acknowledge this measure will be a means of last resort.

20. REVIEW AND AMENDMENT

20.1. 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.

21. TERMS OF AGREEMENT

21.1. This Partnership Agreement is entered into pursuant to sections [x] of the [x] Act (the Settlement Legislation) and clause [X] of the Deed of Settlement. The Partnership Agreement does not override or limit:

21.1.1. legislative rights, powers or obligations;

21.1.2. the functions duties and powers of the Minister of Conservation, Director-General or any other officials or statutory officers of the Department; or

21.1.3. the ability of the Crown to introduce legislation and change government policy.

21.2. The Partnership Agreement does not have the effect of granting, creating or providing evidence of an estate or interest in, or rights relating to:

21.2.1. land or any other resource held, managed or administered under the Conservation Legislation;

21.2.2. flora or fauna managed or administered under Conservation Legislation; or

21.2.3. rights relating to the common marine and coastal areas defined in section 9(1) of the Marine and Coastal Area (Takutai Moana) Act 2011 (section xx).

21.3. A breach of this Partnership Agreement is not a breach of the Deed of Settlement.

21.4. If the Crown breaches this Partnership Agreement, the Governance Entity may:

21.4.1. seek a public law remedy, including judicial review; or

21.4.2. subject to the Crown Proceedings Act 1950, seek to enforce the Partnership Agreement but damages or compensation (with the exception of court costs) may not be awarded.

21.5. Clause 21.4 does not apply to any contract entered into between the Department and the Governance Entity, including any independent contract for service or a concession.

22. CONSULTATION

22.1. Where consultation is required under this Agreement, the Department will:

22.1.1. ensure that the Governance Entity is consulted as soon as reasonably practicable following the identification of the proposal or issues to be the subject of the consultation;

22.1.2. provide the Governance Entity with sufficient information and time to make informed comments and/or submissions in relation to any of the matters that are subject of the consultation;

22.1.3. approach the consultation with an open mind and genuinely consider any views and/or concerns that the Governance Entity may have in relation to any of the matters that are subject to the consultation;

22.1.4. report back to the Governance Entity on any decision that is made and where the decision is contrary to the Governance Entity's comments and/or submissions, set out the factors taken into account in reaching that decision.

DEFINITIONS

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, soils or materials derived from dead protected fauna, found within the Ngāti Rehua-Ngāti Wai ki Aotea Agreement Area that are protected under the conservation legislation and which are important to Ngāti Rehua-Ngāti Wai ki Aotea in maintaining, restoring and expressing Ngāti Rehua-Ngāti Wai ki Aotea 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 Governance Entity to be formed by Ngāti Rehua-Ngāti Wai ki Aotea;

Kaitiaki means guardian in accordance with tikanga Māori;

Ngāti Rehua-Ngāti Wai ki Aotea ("Ngāti Rehua-Ngāti Wai ki Aotea") has the meaning set out in the Deed of Settlement;

Ngāti Rehua-Ngāti Wai ki Aotea Agreement Area means the Ngāti Rehua-Ngāti Wai ki Aotea Area of Interest 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 Legislation;

Tikanga Māori refers to Māori traditional customs.

AGREED on [ ]

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

_____
Signature of Witness

_____
Witness Name

_____
Occupation

_____
Address

SIGNED for and on behalf of **[THE NGĀTI REHUA-NGĀTI WAI KI AOTEA SETTLEMENT TRUST]** by [the Chair], in the presence of:)

_____

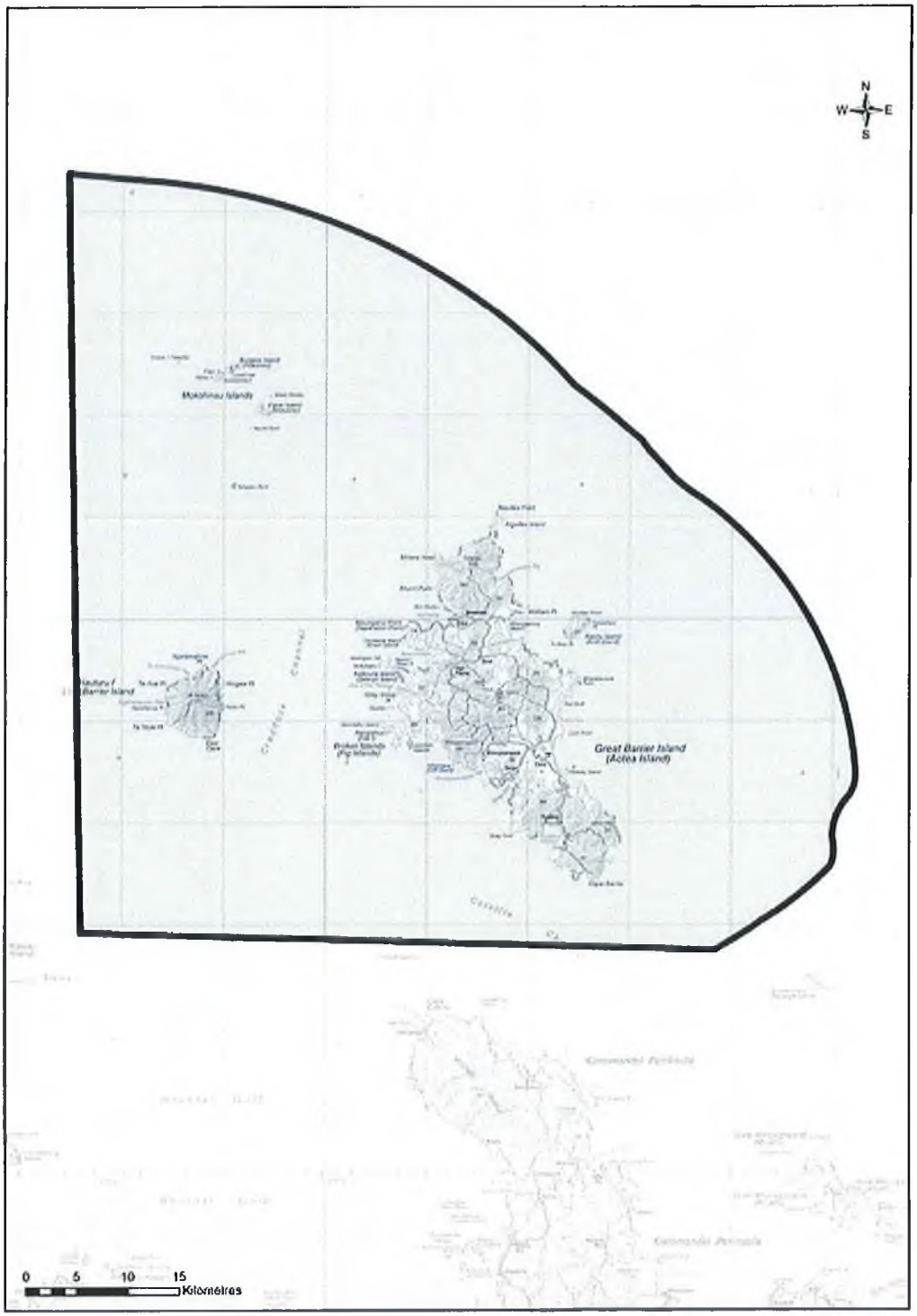
Signature of Witness

Witness Name

Occupation

Address

ATTACHMENT A
NGĀTI REHUA-NGĀTI WAI KI AOTEA AGREEMENT AREA



4. MINISTRY FOR THE ENVIRONMENT RELATIONSHIP AGREEMENT

RELATIONSHIP AGREEMENT BETWEEN THE MINISTRY FOR THE ENVIRONMENT AND NGĀTI REHUA NGĀTIWAI KI AOTEA

1 PURPOSE

1.1 This **Relationship Agreement** formalises the relationship between the Ministry for the Environment (the "**Ministry**") and Ngāti Rehua Ngātiwai ki Aotea Settlement Trust (the "**Trust**"). It establishes a framework to enable the parties to develop and maintain a positive and enduring working relationship.

2 NGĀTI REHUA NGĀTIWAI KI AOTEA STATEMENT OF VALUES

2.1 Ngāti Rehua Ngātiwai ki Aotea are the mana whenua; mana moana; tangata whenua on Aotea, also known as Great Barrier Island, and the islands surrounding Aotea.

2.2 The Trust's fundamental aspiration is that their people are healthy, well and thriving. Their connection with the natural world is central to their identity and wellbeing, and as mana whenua, the exercise of kaitiakitanga is a key responsibility to uphold for generations recent and to come.

2.3 For the Trust, Aotea and its outlying islands and rocky outcrops, as well as the waters that connect them, are a single living entity.

2.4 At the heart of the Trust's mission is the need to safe guard their whenua and people. Through protection of the air, water and land, and reinforcing the message that the old values of looking after the welfare of future generations still has meaning and most importantly, still remains.

Aotea moutere rongonui
Aotea whakahirahira
Aotea utanganui
Aotea taonga maha

Ko motu tohora I whakakohatu naia Te Tai Tonga
Ko nga Taratara o Toi te Huatahi Te Tai Tokerau
Ko motu Rangiahua Te Tai Hauauru
Ko Kaitoke kohatu Te Tai Rawhiti
Hirakimata te maunga tapu waenganui
Ko te Moananui o Toi te huatahi te moana
Ko Te Mauri; ko Tukaiaia; ko te tuatara nga kaitiaki
Ko Kawa; ko Motairehe; ko Whananaki; ko Matapouri nga marae
Ko Ngāti Rehua - Ngātiwai ki Aotea te iwi
Tihei mauri ora

3 NGĀTI REHUA NGĀTIWAI KI AOTEA SETTLEMENT TRUST STATEMENT OF MANA MOTUHAKE

3.1 The trust agrees and relies on mana motuhake both historic and prospective over Aotea and the coastal environs.

3.2 This mana is governed by traditional Ngāti Rehua take and Ngātiwai tikanga.

4 RELATIONSHIP PRINCIPLES

4.1 The Relationship Agreement between the Trust and the Ministry will operate under the following principles:

(a) strengthening a Treaty-based partnership between the Trust and the Ministry;

(b) supporting and strengthening environmental; cultural and social strategies; and

(c) building opportunities to advance the kaitiakitanga aspirations of Ngāti Rehua Ngātiwai ki Aotea.

4.2 In implementing the Relationship Agreement, the Ministry and the Trust agree to work together in the following way:

(a) work consistently with Te Tiriti o Waitangi / the Treaty of Waitangi and its principles;

(b) operate a 'no surprises' approach, keeping informed in advance of any major initiative;

(c) working together to achieve joint outcomes;

(d) acknowledge that the relationship is evolving, not prescribed;

(e) respect the independence of the parties and their individual mandates, roles and responsibilities; and

(f) recognise and acknowledge that the parties benefit from working together by sharing their vision, knowledge and expertise.

4.3 The Ministry recognises and respects te tino rangatiratanga o Ngāti Rehua - Ngātiwai ki Aotea; Ngāti Rehua Ngātiwai ki Aotea recognises and respects te tino rangatiratanga of the Ministry.

4.4 It is in the interests of both the Trust and the Ministry to work collaboratively together, in any context in Aotea and the coastal environs.

4.5 The parties agree to co-operate in the development and implementation of a plan that will give effect to this Relationship Agreement.

4.6 The relationship will support building the capability and capacity of the Trust in environmental management by encouraging awareness and the use of mātauranga and tikanga to support environmental management.

4.7 The Relationship Agreement applies to all functions, powers, responsibilities and actions of the Ministry that are exercised in relation to managing the use, development and protection of natural and physical resources within, or that affect, the Trusts Area of Interest as defined in Attachment A.

4.8 The commitments of the Ministry under this Relationship Agreement are limited to the extent that they are within the capability, resources and mandated work programme of the Ministry and the priorities of the government of the day.

4.9 The commitments of the Trust under this Relationship Agreement are limited to the extent that they are within the capability, resources and priorities of the iwi.

4.10 The Relationship Agreement does not extend to the Ministry's role in appointing officials and statutory officers, and their roles and responsibilities.

5 RELATIONSHIP MEETINGS

5.1 The parties agree that senior representatives of the Trust and the Ministry will participate in an annual relationship meeting.

5.2 Before each meeting under clause 5.1, representatives of the Trust and the Ministry will agree on administrative arrangements for the meeting.

5.3 The agenda for each meeting will be agreed between the parties no later than twenty working days before the meeting. Standard agenda items could include:

(a) any legislative or policy developments of interest to the Trust, including but not limited to:

(i) Resource Management Act 1991 ("**RMA**");

(ii) Land, air and freshwater management;

(iii) Marine and coastal management;

(iv) Biodiversity; and

(v) Waste management

5.4 Each party will meet the costs and expenses of its representatives attending relationship meetings.

5.5 The first relationship meeting will take place within 3 months of a written request by the Trust to the Ministry.

6 HAPŪ MANAGEMENT PLAN

6.1 The Trust's hapū management plan provides a framework to enable all to engage with the Trust as mana whenua and a tool to gain understanding and ensuring the values and beliefs of Ngāti Rehua Ngātiwai ki Aotea are protected and observed.

6.2 The Ministry will support the Trust should they wish to update the hapū management plan in relation to the Ngāti Rehua Ngātiwai ki Aotea rohe through providing advice, information and review upon request.

6.3 Support provided by the Ministry will be technical in nature, and will not include financial support.

7 COMMUNICATION

7.1 The Ministry will seek to establish and maintain effective and efficient communication with the Trust on a continuing basis through:

(a) relationship meetings held in accordance with clause 5;

(b) maintaining information on the Trust's office holders, and their addresses and contact details;

(c) engaging early in discussions with the Trust where a Ministry-led policy or programme will impact on Aotea and surrounding areas of interest;

(d) briefings on the amendments to the Resource Management Act;

(e) providing a primary Ministry contact for the Trust who will act as a liaison person with other Ministry staff;

(f) providing reasonable opportunities for the Trust to meet with senior Ministry staff to discuss and (if possible) resolve any issues that may arise; and

(g) informing relevant Ministry staff of the contents of this Relationship Agreement and their responsibilities and roles under it.

7.2 The Ministry will inform the Trust of any contestable funding available from the Ministry, and provide guidance and support if appropriate.

8 CAPABILITY BUILDING AND TRAINING

8.1 The Ministry and the Trust encourage a shared understanding of each other's kaupapa, values and perspectives so that:

(a) Ministry staff understand:

(i) the values of Ngāti Rehua Ngātiwai ki Aotea; and

(ii) the Trust's Hapū Management Plan; and

(b) the Trust can understand the Ministry's values.

9 OFFICIAL INFORMATION ACT

9.1 The Ministry is subject to the requirements of the Official Information Act 1982 ("**OIA**").

9.2 The Minister for the Environment and the Ministry may be required in accordance with the OIA to disclose information that it holds relating to this Relationship Agreement (e.g. relationship meeting minutes).

9.3 The Ministry will notify the Trust before releasing any information relating to this Relationship Agreement. To avoid doubt, any comments the Trust wishes to make must be provided to the Ministry in a timely fashion, so that the Ministry is able to meet the statutory timeframes for responding to the relevant request for information.

10 AMENDMENT

10.1 The parties may agree in writing to vary or terminate the provisions of this Relationship Agreement.

10.2 Prior to any consideration of a termination of the agreement, if issues cannot be resolved at the primary contact level they should then be brought to the Chairman of the board and the Ministry's Tumuaki, and may be escalated to Chief Executive level if necessary.

SIGNED for and on behalf of)
THE MINISTRY FOR THE ENVIRONMENT by)
the **SECRETARY FOR THE ENVIRONMENT**)
in the presence of:)

_____
Signature

_____
Signature of witness

_____
Witness name

_____
Occupation

_____
Address

SIGNED by the)
[GOVERNANCE ENTITY])
)
in the presence of:)

_____
[ ]
Chairperson/Deputy Chairperson

_____
Signature of witness

_____
Witness name

_____
Occupation

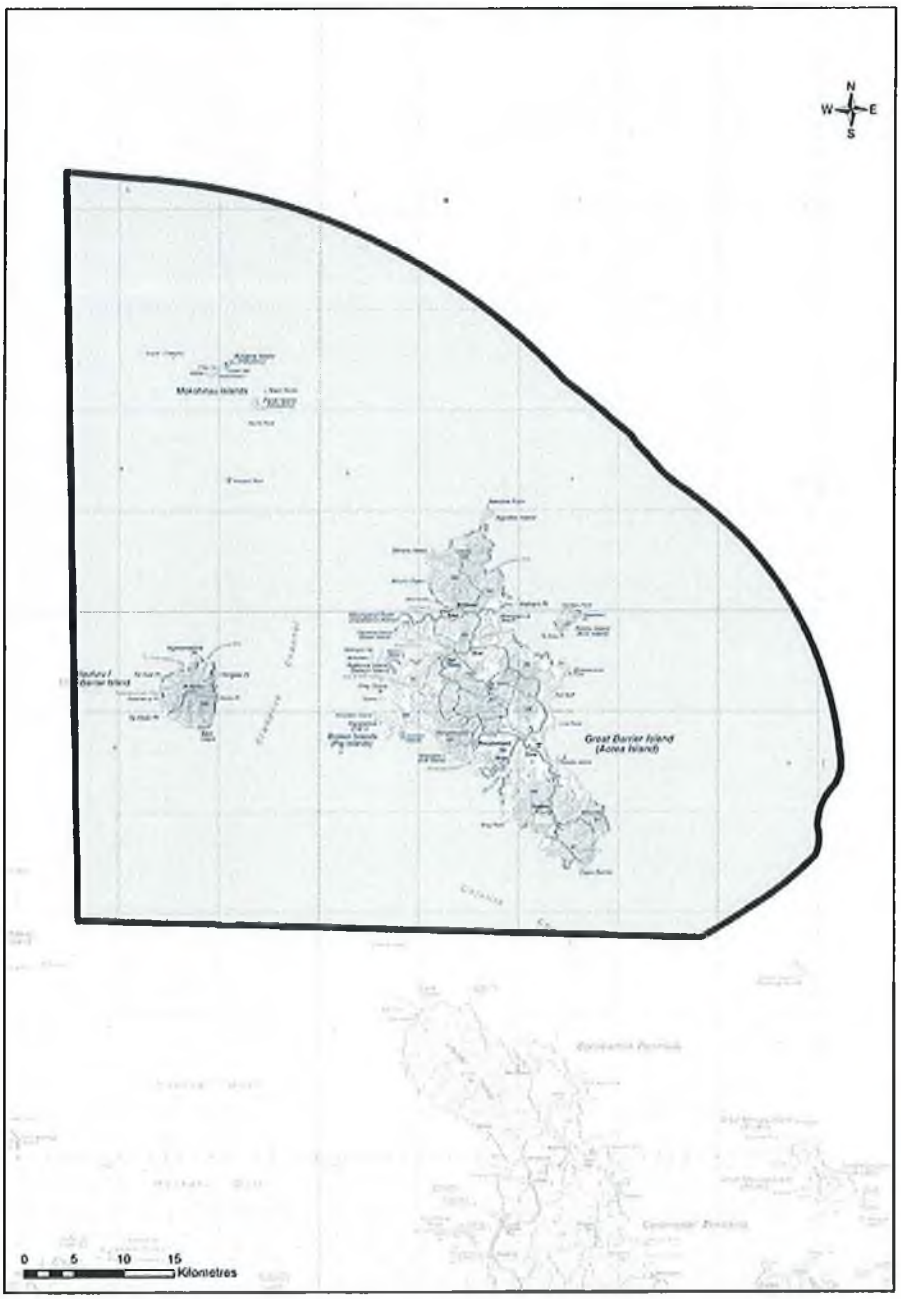
_____
Address

ATTACHMENT A
NGĀTI REHUA - NGĀTIWAI KI AOTEA AREA OF INTEREST

Kia mau I nga taonga tuku iho
Kia whai ki to tatou mana motuhake
Kia eke kit e karamatamata o te rakau

Together we can move mountains
We are our own best champions
Economic independence and profitability
Social responsibility and participation

The map of Ngāti Rehua Ngātiwai ki Aotea Area of Interest



5. LETTER OF RECOGNITION WITH THE MINISTRY FOR PRIMARY INDUSTRIES

5: LETTER OF RECOGNITION WITH THE MINISTRY FOR PRIMARY INDUSTRIES

[Date]

The Trustees of Ngāti Rehua - Ngātiwai ki Aotea Settlement Trust
c/- Koning Webster Lawyers
Level 1
34 Gravatt Road
Papamoa 3118

Email: info@ngatirehua.com
Tēnā koe [Name of Chair]

NGĀTI REHUA - NGĀTIWAI KI AOTEA LETTER OF RECOGNITION

Please accept my congratulations on the passing of the Ngāti Rehua - Ngātiwai ki Aotea Claims Settlement Act 20xx. In accordance with the requirements of this legislation, and the Deed of Settlement concluded between the Crown and Ngāti Rehua - Ngātiwai ki Aotea, the Ministry for Primary Industries (**the Ministry**) now extends to you this Letter of Recognition.

First, this letter sets out how the Ministry and Ngāti Rehua - Ngātiwai ki Aotea will work constructively together, in partnership, to fully implement the Crown's customary fisheries obligations. These obligations arise from the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992 and the Fisheries Act 1996 (the Fisheries Act) and the Deed of Settlement signed between the Crown and Ngāti Rehua - Ngātiwai ki Aotea on [date].

Second, this letter sets out how Ngāti Rehua - Ngātiwai ki Aotea will be consulted on policy development and work that is led by the Ministry where these activities directly affect Ngāti Rehua - Ngātiwai ki Aotea's Area of Interest.

Tangata whenua input and participation

The Fisheries Act provides for the input and participation of tangata whenua in certain sustainability matters and decisions that concern fish stocks, and the effects of fishing on the aquatic environment. The Fisheries Act also provides that the responsible Minister, the Minister for Primary Industries, must have particular regard to kaitiakitanga when making decisions on those matters.

Recognition of Ngāti Rehua - Ngātiwai ki Aotea as tangata whenua

The Ministry recognises Ngāti Rehua - Ngātiwai ki Aotea as tangata whenua, being iwi or hapū, within their Area of Interest. The Ministry acknowledges that Ngāti Rehua - Ngātiwai ki Aotea has an interest in the sustainable utilisation of all species of fish, aquatic life, and seaweed, administered under the Fisheries Act, within their Area of Interest.

The Ministry also acknowledges that Ngāti Rehua - Ngātiwai ki Aotea have a customary non-commercial interest in all species of fish, aquatic life and seaweed, administered under the Fisheries Act, within their Area of Interest.

National Fisheries Plan

The management of New Zealand's fisheries is guided by National Fisheries Plans that describe the objectives the Ministry will work towards to manage fisheries. To provide for

effective input and participation of tangata whenua into fisheries management decisions, the Ministry has developed the Forum Fisheries Plans (**FFP**) strategy.

A central element of this strategy is the establishment of integrated Fisheries Management Area forums and the development of FFPs. This will help iwi bring together their commercial, non-commercial, and other fisheries goals at a forum level.

Ngāti Rehua - Ngātiwai ki Aotea's involvement in Iwi Fisheries Plans and National Fisheries Plans

The Ministry will ensure that the Ngāti Rehua - Ngātiwai ki Aotea Governance Entity - the trustees of Ngāti Rehua - Ngātiwai ki Aotea Settlement Trust (**the Trust**) - has an opportunity to contribute to the development of an Iwi Fisheries Plan and FFP. The Ministry, within the resources available, may assist the Trust in developing these plans. This will ensure that the Trust's fisheries management objectives and priorities are given visibility and appropriate consideration in the development of any relevant FFP.

The Ministry will ensure that the Trust has an opportunity to participate in, and contribute to, any future engagement process which may be developed at a regional level or national level. The Ministry will provide for processes that allow for the input and participation of tangata whenua, within the Ngāti Rehua - Ngātiwai ki Aotea Area of Interest.

Support for implementation of non-commercial customary fisheries regulations

The Ministry, within the resources available, will also provide the Trust with information to enable the implementation of the Fisheries (Kaimoana Customary Fishing) Regulations 1998 within their Area of Interest. The Ministry can discuss with the Trust the process for implementing the Fisheries (Kaimoana Customary Fishing) Regulations.

Rāhui

The Ministry recognises that rāhui is a traditional use and management practice of Ngāti Rehua - Ngātiwai ki Aotea and may be put in place, within the Area of Interest, by the Trust.

The Ministry and Ngāti Rehua - Ngātiwai ki Aotea acknowledge that a traditional rāhui placed by the Trust over their customary fisheries has no force in law, cannot be enforced by the Ministry and that adherence to any rāhui is a matter of voluntary choice. Ngāti Rehua - Ngātiwai ki Aotea undertakes to inform the Ministry of the placing and the lifting of a rāhui by the Trust over their customary fisheries, and also the reasons for the rāhui.

The Ministry undertakes, within its resource capabilities, to inform a representative of any fishery stakeholder group that fishes in the area to which the rāhui has been applied (to the extent that such groups exist) of the placing and the lifting of a rāhui by the Trust over their customary fisheries.

Primary industries portfolio advice

Protecting and helping the primary sectors grow is a key role for the Ministry. Where the Area of Interest is directly affected by the development of policies and operational processes that are led by the Ministry in the area of fisheries and aquaculture; agriculture and forestry; and biosecurity, the Ministry will consult with the Trust as representatives of the Ngāti Rehua - Ngātiwai ki Aotea.

5: LETTER OF RECOGNITION WITH THE MINISTRY FOR PRIMARY INDUSTRIES

The Ministry looks forward to working with Ngāti Rehua - Ngātiwai ki Aotea to provide for the sustainable utilisation of fisheries resources and working with Ngāti Rehua - Ngātiwai ki Aotea on the development of policy and operational matters that the Ministry leads that may directly impact upon them in their rohe.

Yours sincerely

Martyn Dunne CNZM
Director-General

6. LETTERS OF INTRODUCTION

6.1 LETTER OF INTRODUCTION TO THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT

6.1: LETTER OF INTRODUCTION TO THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT

The Chief Executive
Ministry of Business, Innovation and Employment
15 Stout Street, Wellington 6011
PO Box 1473, Wellington 6140

Tena koe

Ngāti Rehua - Ngātiwai ki Aotea - Letter of Introduction

On [date] the Crown signed a Deed of Settlement with Ngāti Rehua - Ngātiwai ki Aotea to settle their historical Te Tiriti o Waitangi / the Treaty of Waitangi claims. On [date] the [Ngāti Rehua - Ngātiwai ki Aotea Claims] Settlement Act was passed to implement the settlement.

The Deed of Settlement is comprised of both cultural and commercial redress to remedy historical grievances Ngāti Rehua - Ngātiwai ki Aotea have suffered as a result of Crown breaches of the Treaty of Waitangi. Cultural redress includes access to cultural resources and relationship agreements.

In the course of negotiations with the Crown, Ngāti Rehua - Ngātiwai ki Aotea expressed interest in enhancing their relationships with entities that may assist in realising their aspirations for local and regional economic development, particularly tourism, in their area of interest including the Ministry of Business, Innovation and Employment.

In the Deed of Settlement, the Crown agreed to write letters encouraging co-operative ongoing relationship between Ngāti Rehua - Ngātiwai ki Aotea and the Ministry of Business, Innovation and Employment in their core area of interest. Accordingly, I am writing to introduce you to the Ngāti Rehua - Ngātiwai ki Aotea Settlement Trust as the governance entity of Ngāti Rehua - Ngātiwai ki Aotea and to suggest that the Ministry of Business, Innovation and Employment makes contact with Ngāti Rehua - Ngātiwai ki Aotea to foster a co-operative relationship and to discuss matters of common interest.

Ngāti Rehua - Ngātiwai ki Aotea's area of interest is indicated in the **attached** map.

The contact details for the Ngāti Rehua - Ngātiwai ki Aotea Settlement Trust are:

Ngāti Rehua - Ngātiwai ki Aotea Settlement Trust Chairperson
c/- Koning Webster Lawyer
Level 1
34 Gravatt Road
Papamoa 3118

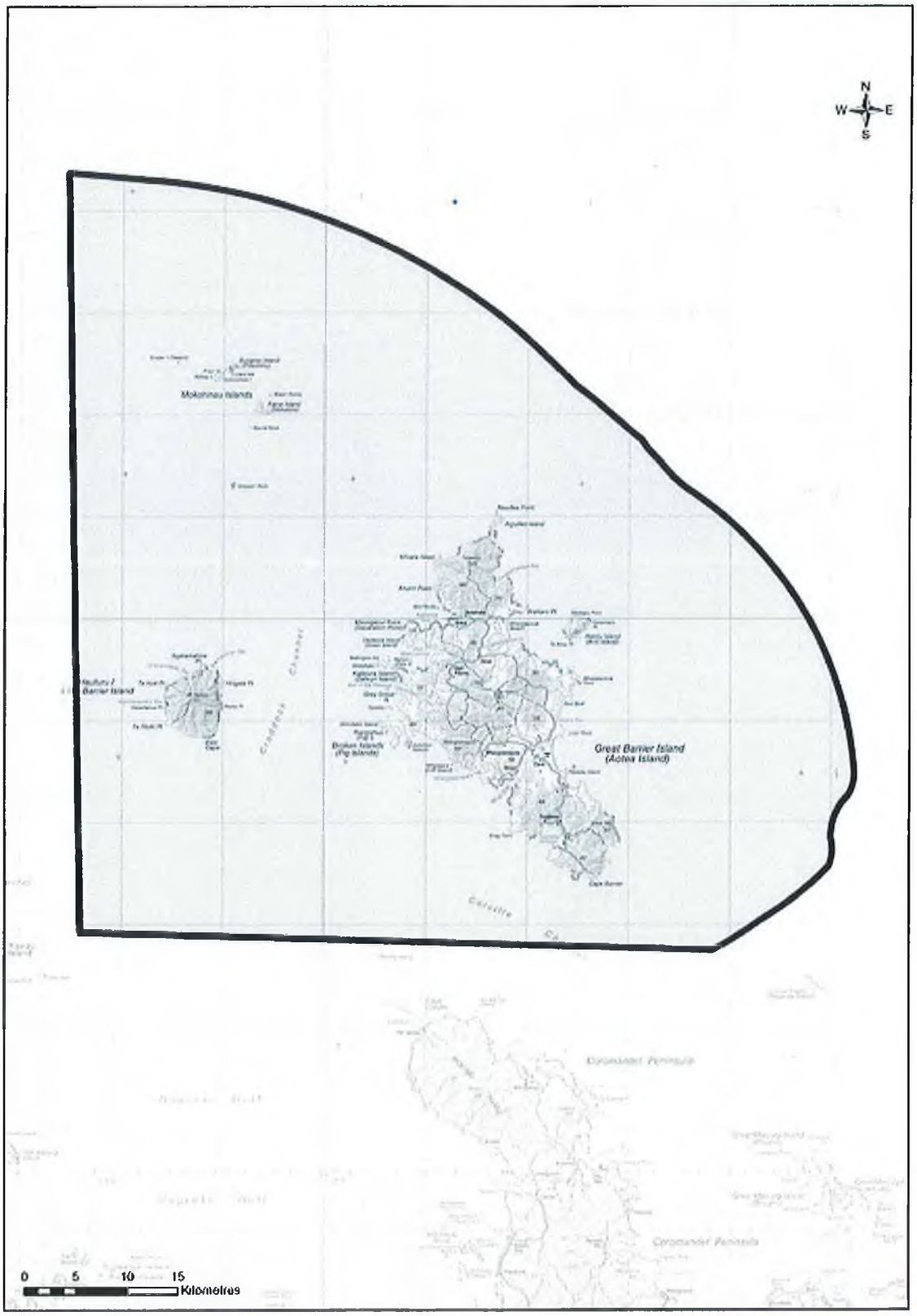
Email: info@ngatirehua.com

Nāku noa, nā

Lillian Anderson
Director, Office of Treaty Settlements

6.1: LETTER OF INTRODUCTION TO THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT

Ngāti Rehua - Ngātiwai ki Aotea area of interest



6.2 LETTER OF INTRODUCTION TO THE MINISTRY OF SOCIAL DEVELOPMENT

6.2: LETTER OF INTRODUCTION TO THE MINISTRY OF SOCIAL DEVELOPMENT

The Chief Executive
Ministry of Social Development
P O Box 1556
Wellington 6140

Tena koe

Ngāti Rehua - Ngātiwai ki Aotea - Letter of Introduction

On [date] the Crown signed a Deed of Settlement with Ngāti Rehua - Ngātiwai ki Aotea to settle their historical Te Tiriti o Waitangi / the Treaty of Waitangi claims. On [date] the [Ngāti Rehua - Ngātiwai ki Aotea Claims] Settlement Act was passed to implement the settlement.

The Deed of Settlement is comprised of both cultural and commercial redress to remedy historical grievances Ngāti Rehua - Ngātiwai ki Aotea have suffered as a result of Crown breaches of the Treaty of Waitangi. Cultural redress includes access to cultural resources and relationship agreements.

In the course of negotiations with the Crown, Ngāti Rehua - Ngātiwai ki Aotea expressed interest in enhancing their relationships with entities including the Ministry of Social Development, who could assist in achieving their aspirations that all Ngāti Rehua - Ngātiwai ki Aotea people are healthy, well and thriving. The essence of the request is about promoting relevant points in their Strategic Plan which can be found on http://ngatirehua.com/wp-content/uploads/2016/04/strategic_plan_2013_2018-1.pdf .

Ngāti Rehua - Ngātiwai ki Aotea have a growing and aging population on Aotea / Great Barrier Island who love and enjoy their independence and homestead. They wish to engage and collaborate with the Ministry of Social Development in the area of social housing. In particular they seek to develop a housing plan aimed at attracting kaumaatua and whanau with children back to Aotea.

In the Deed of Settlement, the Crown agreed to write letters encouraging co-operative ongoing relationship between Ngāti Rehua - Ngātiwai ki Aotea and the Ministry of Social Development in their core area of interest. Accordingly, I am writing to introduce you to the Ngāti Rehua - Ngātiwai ki Aotea Settlement Trust as the governance entity of Ngāti Rehua - Ngātiwai ki Aotea and to suggest that the Ministry of Social Development makes contact with Ngāti Rehua - Ngātiwai ki Aotea to foster a co-operative relationship and to discuss matters of common interest.

Ngāti Rehua - Ngātiwai ki Aotea's area of interest is indicated in the **attached** map.

6.2: LETTER OF INTRODUCTION TO THE MINISTRY OF SOCIAL DEVELOPMENT

The contact details for the Ngāti Rehua - Ngātiwai ki Aotea Settlement Trust are:

Ngāti Rehua - Ngātiwai ki Aotea Settlement Trust Chairperson
c/- Koning Webster Lawyer
Level 1
34 Gravatt Road
Papamoa 3118

Email: info@ngatirehua.com

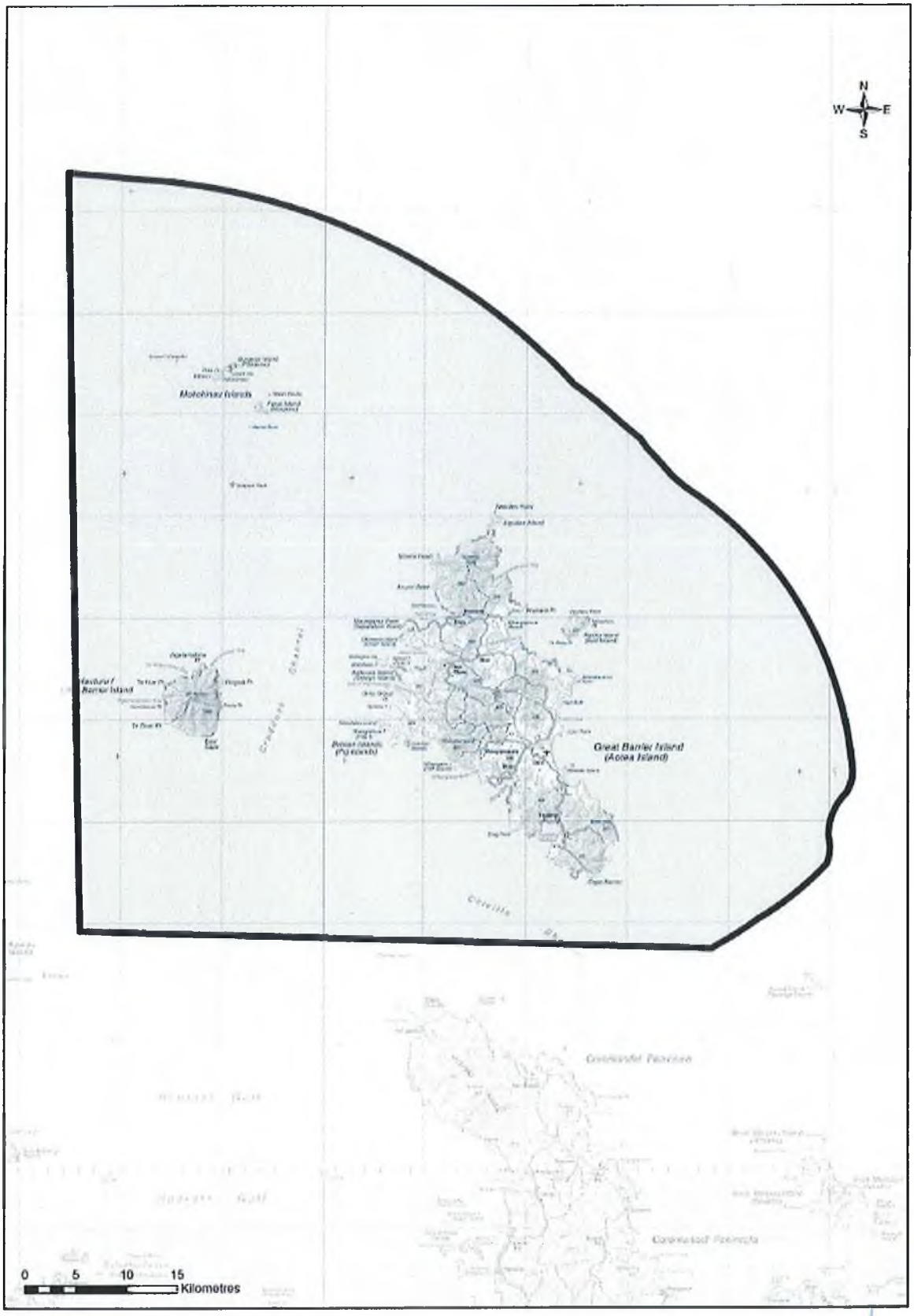
Nāku noa, nā

Lillian Anderson

Director, Office of Treaty Settlements

6.2: LETTER OF INTRODUCTION TO THE MINISTRY OF SOCIAL DEVELOPMENT

Ngāti Rehua - Ngātiwai ki Aotea area of interest



7. ENCUMBRANCES

7.1 AKAPOUA PROPERTY RIGHT TO CONVEY WATER AND ELECTRICITY EASEMENT

7.1: AKAPOUA PROPERTY RIGHT TO CONVEY WATER AND ELECTRICITY EASEMENT

Form 3

Easement instrument to grant easement or *profit à prendre*, or create land covenant

(Sections 90A and 90F Land Transfer Act 1952)

Land registration district

North Auckland

BARCODE

Grantor

[The trustees of the Ngāti Rehua-Ngātiwai ki Aotea Trust]

Grantee

HER MAJESTY THE QUEEN in right of New Zealand acting by and through the **MINISTER OF CONSERVATION**

Grant of Easement or *Profit à prendre* or Creation of Covenant

The Grantor being the registered proprietor of the servient Land set out in Schedule 1 **grants to the Grantee** (and, if so stated, in gross) the easement set out in Schedule 1, with the rights and powers or provisions set out in Annexure Schedule 2.

DATED this day of 20

Attestation

Signed by	**Signed in my presence by the Grantor**
	Signature of Witness
	Witness to complete in BLOCK letters (unless legibly printed)
	Witness Name
	Occupation
Pursuant to awritten delegation dated 29 August 2013 from the Minister of Conservation	**Address**

7.1: AKAPOUA PROPERTY RIGHT TO CONVEY WATER AND ELECTRICITY EASEMENT

Attestation

	Signed in my presence by the Grantee
	Signature of Witness
	Witness to complete in BLOCK letters (unless legibly printed)
	Witness Name
	Occupation
Signature [common seal] of Grantee	**Address**

Certified correct for the purposes of the Land Transfer Act 1952

[Solicitor for] the Grantee

Annexure
Schedule 1

Easement instrument Dated Page 1 of 4 pages

Schedule A *Continue in additional Annexure Schedule if required*

Purpose (nature and extent) of easement, *profit*, or covenant	Shown (plan reference)	Servient Land (Identifier/CT)	Dominant Land (Identifier/CT *or* in gross)
Right to convey water Right to convey electricity	As marked blue on deed plan OTS-126-30 As marked red on deed plan OTS-126-30 Subject to survey	Part Section 9 SO 477347	Part Section 9 SO 477347

Easements rights and powers (including terms, covenants, and conditions)

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002.

The implied rights and powers **are varied** by the provisions set out in Annexure Schedule 2.

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

Annexure
Schedule 2

Easement instrument Dated Page 2 of 4 pages

Operative Clause

1. The Grantor transfers and grants to the Grantee in perpetuity the rights in this easement over the Servient Land on the terms, conditions, covenants and restrictions contained in this Easement.

Right to convey water

2. Regulation 3 of the Land Transfer Regulations 2002 is negatived and replaced with the following:

   (a) A right to convey water includes the right for the Grantee only to take and convey water in free and unimpeded flow from the source of supply or point of entry through the easement facility over the Servient Land to the dominant land.

   (b) The right to take and convey water in free and unimpeded flow is limited to the extent required by any period of necessary cleansing, renewal, modification, or repair of the easement facility.

   (c) The easement facility referred to in subclause (a) is the easement facility laid or to be laid on or along the stipulated course or stipulated area.

   (d) The Grantor must not do and must not allow to be done anything on the servient land that may cause the purity or flow of water in the water supply system to be diminished or polluted.

Right to convey electricity

3. Regulation 7 of the Land Transfer Regulations 2002 is negatived and replaced with the following:

   (a) A right to convey electricity includes the right for the Grantee only, at all times, to lead and convey electricity and electric impulses without interruption or impediment from the point of entry through the easement facility and over the Servient Land.

   (b) The right to convey electricity without interruption or impediment is limited to the extent required by any period of necessary renewal or repair of the easement facility.

   (c) The easement facility referred to in subclause (a) is the easement facility laid or to be laid along the stipulated course or stipulated area.

Access

4. Regulation 12 of the Land Transfer Regulations 2002 is negatived and replaced with the following: The Grantee shall have a right of access along such parts of the Servient Land with or without vehicles, plant and equipment for the purpose of allowing the Grantee to exercise any of the rights granted under this Easement, together with the right to upgrade or replace the easement facility at any time provided that:

   (a) except in the case of emergency no such rights of access will be exercised without the prior consent of the Grantor; and

Annexure
Schedule 2

(b) in exercising such rights of access the Grantee shall use reasonable endeavours to minimise and avoid any unnecessary damage to the Servient Land and shall immediately reinstate the Servient Land or any improvements thereon (including restoring the surface thereof and replanting vegetation) where any damage is caused in the process of exercising the right of access; and

(c) if the Grantee fails within six months after the date when written notice of such damage is provided by the Grantor to the Grantee to reinstate the Servient Land and any improvements thereon (including destroying the surface thereof and replanting vegetation), the Grantor may, after first having given the Grantee at least one month's written notice of its intention to do so, undertake the necessary work and recover costs for this work from the Grantee.

Erection of Notice etc

5. The Grantee may take such measures as it reasonably thinks necessary for the safety of persons or property on or about the Servient Land including without limitation the right to erect fences, barriers and signs and notices warning of any danger. The Grantee must obtain the Grantor's prior written consent before taking any such measures.

Grantor's Consent

6. In all cases where the prior consent or approval of the Grantor is required under this Easement such consent shall not be unreasonably withheld, delayed or granted upon unreasonable conditions.

Application for Resource Consent

7. The Grantee may from time to time to apply for any resource consents and any other statutory consents required for the purposes of the exercise of any of the Grantee's rights under this Easement in the same manner as if it were a registered proprietor of the Servient Land provided that it shall at the time of making the relevant application forward a copy to the Grantor and the Grantor shall provide, upon written request from the Grantee, at the reasonable cost of the Grantee, a reasonable degree of cooperation. Where any relevant application would not result in the Grantee obtaining any additional rights or powers over and above those held by it pursuant to its existing resource consents or other statutory consents or the provisions of this Easement then the Grantor must not lodge any objection to such application.

Equipment Property of Grantee

8. The Equipment constructed or installed by the Grantee on the Servient Land shall remain the property of the Grantee and may at any time be removed by it PROVIDED THAT any damage caused by such removal shall immediately be remedied by the Grantee at its cost. If within six months after the date when written notice of such damage is provided to the Grantee it fails to remedy such damage, the Grantor may, after first having given the Grantee at least one month's written notice of its intention to do so, remedy all or any of the damage and recover costs for this from the Grantee.

Annexure
Schedule 2

Easement instrument Dated

Minimisation of Disruption

9. Regulation 10 (3) of the Land Transfer Regulations 2002 is negatived and replaced with the following: The Grantee shall use all reasonable endeavours to cause as little disturbance and disruption to the carrying on of the enjoyment of the Servient Land by the Grantor although the Grantor accepts that this provision shall not prevent, restrict or hinder the Grantee from carrying out its public conservation (including recreation) business in a normal manner consistent with the rights granted to it in this Easement.

No Fencing Required

10. The Grantee shall not be required to fence any of the Easement Land unless it is required by law, a condition of a resource consent or as a condition required by the Grantor when granting any consent under this Easement where such a condition would be reasonable. If the Grantee is required to fence any of the Servient Land the Grantee shall first consult and agree with the Grantor as to the form, materials and location of such fencing and erect the fence at its cost.

Repair, maintenance and costs

11. Regulation 11 of the Land Transfer Regulations 2002 is negatived and replaced with the following: The Grantee is to repair and maintain the easement facility to a standard suitable for its activities. However, if any repair or maintenance is rendered necessary as a result of any act, omission or neglect by either party then the cost of such maintenance and repair shall be borne by the party that caused the damage.

Surrender of Easement

12. The Grantee may at any time to surrender at its own cost all of the interest granted to it pursuant to this Easement. The Grantor shall execute any easement instrument to surrender easement (or similar document) in a form acceptable to the Grantor upon request by the Grantee.

Dispute Resolution

13. Regulation 14 of the Land Transfer Regulations 2002 is negatived and replaced with the following: Regulation 14 of the Land Transfer Regulations 2002 is negatived and replaced with the following:

    (a) If a dispute arises between the Grantor and Grantee concerning the rights created by this Easement the parties shall enter into negotiations in good faith to resolve the dispute.

    (b) If the dispute cannot be resolved by the parties themselves then they shall explore whether the dispute can be resolved by use of an alternative dispute resolution technique.

    (c) If the dispute is not resolved within one month of the date on which the parties begin their negotiations the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties, and if one cannot be agreed upon within 14 days, to an independent arbitrator appointed by the President of the New Zealand Law Society, however, the arbitrator shall not be a person who has participated in any informal dispute resolution procedure in respect of the dispute.

7.2 CONSERVATION COVENANT - MARAENUI

CONSERVATION COVENANT - MARAENUI

(Section 27 Conservation Act 1987
and
Section 77 Reserves Act 1977)

THIS DEED of COVENANT is made this day of

BETWEEN **[The trustees of Ngāti Rehua - Ngātiwai ki Aotea Settlement Trust]** (the **Owner**)

AND **MINISTER OF CONSERVATION** (the **Minister**)

BACKGROUND

A. Section 27 of the Conservation Act 1987 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Conservation Values; and Section 77 of the Reserves Act 1977 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Reserve Values.

B. The Owner is the registered proprietor of the Land as a result of a Treaty settlement with the Crown in accordance with a Deed of Settlement dated [20XX] and implemented by the [Ngāti Rehua - Ngātiwai ki Aotea Act 20XX].

C. The Land contains Conservation Values and Reserve Values which the parties to the Deed of Settlement agreed should be subject to a covenant under the Conservation Act 1987 and the Reserves Act 1977 which would provide that the land should be managed to protect those values.

D. The Owner has therefore agreed to grant the Minister a Covenant over the Land to preserve the Conservation Values and Reserve Values.

OPERATIVE PARTS

In accordance with section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977 and with the intent that the Covenant run with the Land and bind all subsequent owners of the Land, the Owner and Minister agree as follows.

"Conservation Purposes"	means the preservation and protection of natural and historic resources including Conservation Values on the Land for the purpose of maintaining their intrinsic values, providing for their appreciation and recreational enjoyment by the public, and safeguarding the options of future generations.
"Conservation Values	means the conservation values specified in Schedule 1.
"Covenant"	means this Deed of Covenant made under section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977.
"Director-General"	means the Director-General of Conservation.

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

1.2 For the avoidance of doubt:

1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute;

1.2.2 references to clauses are references to clauses in this Covenant;

1.2.3 references to parties are references to the Owner and the Minister;

1.2.4 words importing the singular number include the plural and vice versa;

1.2.5 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the Background. Where the parties disagree over the interpretation of anything contained in this Covenant, and seek to determine the issue, the parties must have regard to the matters contained in the Background;

1.2.6 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done;

1.2.7 words importing one gender include the other gender;

1.2.8 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity; and

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

2. OBJECTIVES OF THE COVENANT

2.1 The Land must be managed:

2.1.1 for Conservation Purposes;

2.1.2 so as to preserve the Reserves Values;

2.1.3 to provide, subject to this Covenant, freedom of access to the public (if they have a valid permit for landing on the Nature Reserve) for the appreciation and recreational enjoyment of the Land.

3. IMPLEMENTATION OF OBJECTIVE

3.1 Unless agreed in writing by the parties the Owner must not carry out or permit on or in relation to the Land:

3.1.1 grazing of the Land by livestock;

3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;

3.1.3 the planting of any species of exotic tree, shrub or other plant;

3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;

3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;

3.1.6 any cultivation, earth works or other soil disturbances;

3.1.7 any archaeological or other scientific research involving disturbance of the soil;

3.1.8 the damming, diverting or taking of Natural Water;

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

3.1.10 any other activity which might have an adverse effect on the Conservation Values or Reserve Values;

3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;

3.1.12 the erection of utility transmission lines across the Land.

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

3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;

3.2.2 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;

3.2.3 keep the Land free from exotic tree species;

3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;

3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;

3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 5.1.2;

3.2.7 comply with all requisite statues, regulations and bylaws in relation to the Land.

3.3 The Owner acknowledges that:

3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;

3.3.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.

4 PUBLIC ACCESS

4.1 The Owner must, subject to this Covenant, permit the public (if they have a valid permit for landing on the Nature Reserve) to enter upon the Land.

5 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

5.1 The Minister must:

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

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

5.2 The Minister may:

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

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

6 JOINT OBLIGATIONS

6.1 The Owner or the Minister may, by mutual agreement, carry out any work, or activity or improvement or take any action either jointly or individually better to achieve the objectives set out in clause 2.

7 DURATION OF COVENANT

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

8 OBLIGATIONS ON SALE OF LAND

8.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee or assignee to comply with the terms of this Covenant.

8.2 Such agreement must include an agreement by the purchaser, lessee, or assignee to ensure that on a subsequent sale, lease, or assignment, a subsequent purchaser, lessee or assignee will comply with the terms of this Covenant including this clause.

8.3 If, for any reason, this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

9 CONSENTS

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

10 MISCELLANEOUS MATTERS

10.1 **Rights**

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

10.2 **Trespass Act**:

10.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise;

10.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

10.3 **Reserves Act**

10.3.1 In accordance with section 77(3) of the Reserves Act 1977 but subject to the terms and conditions set out in this Covenant, sections 93 to 105 of the Reserves Act 1977, as far as they are applicable and with the necessary modifications, apply to the Land as if the Land were a reserve.

10.4 **Titles**

10.4.1 This Covenant must be signed by both parties and registered against the Computer Freehold Register for the Land.

10.5 **Acceptance of Covenant**

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

10.6 **Fire**

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

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

(a) requested to do so; or

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

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

11 DEFAULT

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

11.1.1 may take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and

11.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.

11.2 Should either the Owner or the Minister become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:

11.2.1 advise the defaulting party of the default;

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

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

12 DISPUTE RESOLUTION PROCESSES

12.1 If any dispute arises between the Owner and the Minister in connection with this Covenant, the parties must, without prejudice to any other rights they may have under this Covenant, attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the parties.

12.2 **Mediation**

12.2.1 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;

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

12.3 **Failure of Mediation**

12.3.1 In the event that the matter is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply.

12.3.2 Notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President for the time being of the District Law Society in the region in which the Land is situated.

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

13 NOTICES

13.1 Any notice to be given under this Covenant by one party to the other is to be in writing and sent by personal delivery, by pre-paid post, or by facsimile addressed to the receiving party at the address or facsimile number set out in Schedule 2.

13.2 A notice given in accordance with clause 13.1 will be deemed to have been received:

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

13.2.2 in the case of pre-paid post, on the third working day after posting;

13.2.3 in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

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

14 SPECIAL CONDITIONS

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

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

Executed as a Deed

Signed by)
[ ])
as Owner in the presence of:)

_____

_____
Signature of Witness

_____
Witness Name

_____
Occupation

_____
Address

Signed by)
[ ])
and)
[ ])
acting under a written delegation from)
the Minister of Conservation and)
exercising his/her powers under)
section 117 of the Reserves Act 1977)
as designated Commissioner)
in the presence of:)

_____

Signature of Witness

_____

Witness Name

_____

Occupation

_____

Address

SCHEDULE 1

Description of Land:

North Auckland Land District

1.0000 hectares, more or less, being Section 1 SO 505083.

Conservation Values to be protected:

The intrinsic value of the natural resources on the Land, and the appreciation and enjoyment that may be derived by the public from the opportunity to visit that area. Visitors to the area include researchers, Department of Conservation staff, volunteers and members of the public.

Reserve Values to be protected:

The natural landscape amenity of the Land that is intertwined with the larger surrounding area of flat land, the connection with the remaining island landscape and the coast.

The natural environment values represented by the indigenous flora and fauna on the Land: A range of indigenous species of flora and fauna, many of which are threatened, are abundant in the area. The Land, and the entire island, is free from introduced reptiles and mammals, is relatively free of exotic plant pests, and is thought to be free of most exotic plant pest pathogens and exotic invertebrate pests.

The conservation and reserve values also include the following historic and archaeological values:

Hauturu has a rich history that incorporates elements of early Maori settlement and conservation history. Hauturu has been occupied by Maori from the times of early Polynesian settlement in the Auckland region through to 1894 when it became a nature reserve. Maraenui, on which the Land is located, is the only area of flat land on the island. The area has therefore been used extensively for cultivation both by Maori and Pakeha and contains excellent examples of the stone mound and alignment system used in Maori gardening.

Archaeological surveys of Hauturu have been generally well documented and contains structural and botanical remnants of early historic around Maraenui, including a stone garden system comprising of stone walls and mounds (New Zealand Archaeological association number S08/73), a stone mound (S08/72), clumps of taro (S08/244), and a pā site (S08/74).

SCHEDULE 2

Address for Service

The address for service of the Owner is:

[Ngāti Rehua - Ngātiwai ki Aotea Settlement Trust]

The address for service of the Minister is:

The District Manager - Operations
Department of Conservation
Unit 12
30 Hudson Road
PO Box 474
Warkworth 0941

SCHEDULE 3

Special conditions

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

2. The Owner may undertake activities otherwise prohibited by clause 3.1 of the Covenant as are reasonably necessary for the development of the facility and the activities specified in paragraph 3 of this Schedule.

3. The Owner may build a wananga or wharewaka facility on the Land provided that is consistent with the reserve values of the Land specified in Schedule 1. The wananga or wharewaka facility will incorporate the cultural and spiritual values of Ngāti Rehua - Ngātiwai ki Aotea and provide for the usual wananga or wharewaka activities and may also include:

   (a) short term accommodation for wananga/wharewaka attendees;

   (b) freshwater storage, wastewater disposal, and power generation facilities;

   (c) facilities to store and maintain fire-fighting equipment; and

   (d) general storage facilities.

4. Special conditions 1 to 4 in this schedule are subject to special conditions 5 to 8.

5. To minimise biosecurity risks and visitor impacts the Owner must:

   (a) have and abide by a permit issued under the Reserves Act 1977 for the Nature Reserve,

   (b) have been through a biosecurity process in line with the Department's island biosecurity processes, under the supervision of a person approved by the Department of Conservation to ensure that pests are not introduced to the Land and;

   (c) control refuse;

   (d) not allow pets or any other live animals to be taken onto the Land;

   (e) participate in the maintenance of pest invasion detection and control measures, in conjunction with the Department of Conservation, as relevant to the Land; and

   (f) participate in contingency response action if a mammal invasion incident is suspected or detected anywhere on the Land.

6. The Owner must take the following steps to prevent the spread or introduction of weeds:

   (a) not plant exotic species

   (b) check equipment etc before taking to the island for seeds etc; and

(c) control weed species present.

7. The Owner must take the following steps to minimise disturbance to wildlife

(a) discourage the feeding of birds; and

(b) ensure that all those on the Land are aware that they may not catch or handle wildlife unless as specified in permit under the Wildlife Act 1953 or the Reserves Act 1977.

8. The owner may not unreasonably refuse permission for the Department of Conservation to access the Land immediately to carry out any urgent weed or pest control.

GRANT of Certified correct for the purposes of the Land Transfer Act 1952

Solicitor for the Minister of Conservation

CONSERVATION COVENANT

Under section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977

_____

to

MINISTER OF CONSERVATION

_____

Legal Services
Department of Conservation

7.3 HARATAONGA PROPERTY (BEING PART HARATAONGA RECREATION RESERVE) RIGHT OF WAY EASEMENT

7.3: HARATAONGA PROPERTY (BEING PART HARATAONGA RECREATION RESERVE) RIGHT OF WAY EASEMENT

Easement instrument to grant easement or *profit à prendre*, or create land covenant

(Sections 90A and 90F Land Transfer Act 1952)

Land registration district

North Auckland

BARCODE

Grantor

[The trustees of the Ngāti Rehua-Ngātiwai ki Aotea Trust]

Grantee

HER MAJESTY THE QUEEN in right of New Zealand acting by and through the **MINISTER OF CONSERVATION**

Grant of Easement or *Profit à prendre* or Creation of Covenant

The Grantor being the registered proprietor of the servient Land set out in Schedule 1 **grants to the Grantee** (and, if so stated, in gross) the easement set out in Schedule A, with the rights and powers or provisions set out in Annexure Schedule B.

DATED this day of 20

Attestation

Signed by	**Signed in my presence by the Grantor**
	Signature of Witness
	Witness to complete in BLOCK letters (unless legibly printed)
	Witness Name
	Occupation
Signature of Grantor	**Address**

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

7.3: HARATAONGA PROPERTY (BEING PART HARATAONGA RECREATION RESERVE) RIGHT OF WAY EASEMENT

Attestation

Signed on behalf of Her Majesty the Queen by acting under a delegation from the Minister of Conservation. **Signature of Grantee**	**Signed in my presence by the Grantee** *Signature of Witness* Witness to complete in BLOCK letters (unless legibly printed) **Witness Name** **Occupation** **Address**

Certified correct for the purposes of the Land Transfer Act 1952

[Solicitor for] the Grantee

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

7.3: HARATAONGA PROPERTY (BEING PART HARATAONGA RECREATION RESERVE) RIGHT OF WAY EASEMENT

Annexure Schedule A

Easement Instrument	Dated	Page 1 of xxx pages

Purpose (nature and extent) of easement	Shown (plan reference)	Servient Land (Identifier/CT)	Dominant Land (Identifier/CT *or* in gross)
Right of Way	As marked red on OTS-126-36 Deed Plan **The Easement Area**	Part Allotments 1 and 24 Parish of Harataonga. Subject to survey. As shown on OTS-126-36. **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

7.3: HARATAONGA PROPERTY (BEING PART HARATAONGA RECREATION RESERVE) RIGHT OF WAY EASEMENT

Annexure Schedule B

Easement Instrument	Dated	Page 1 of 3 pages

1. Rights of way

1.1 The right of way includes the right for the Grantee its employees, contractors and invitees (including the general public on foot) in common with the Grantor and other persons to whom the Grantor may grant similar rights to at all times go over and along the Easement Area by foot.

1.2 The right of way includes:

1.2.1 the right to repair and maintain the existing access track ("the 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

1.2.2 the right to have the Easement Area kept clear at all times of obstructions, deposit of materials, or unreasonable impediment to the use and enjoyment of the track.

1.2.3 the right for the Grantee to improve the Easement Area in any way it considers expedient but consistent with its purposes of recreation and access, including the installation of track markers, stiles but without at any time causing damage to or interfering with the Grantor's use and management of the Grantor's Land.

1.2.4 the right for the Grantee to erect and display notices on the Easement Area and with the Grantor's consent, which must not be unreasonably withheld, on the Grantor's Land.

1.3 The right of way does not confer on the public the right to camp on or otherwise occupy the Easement Area without the consent of the Grantor.

1.4 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.

1.5 No firearm or other weapon may be carried or discharged on the Easement Area without the consent of the Grantor

1.6 The public may not light any fires or deposit any rubbish or other materials 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.

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

Easement Instrument	Dated	Page 2 of 3 pages

3. Repair, maintenance and costs

3.1 The Grantee is responsible for arranging the repair and maintenance of the track on the Easement Area and for the associated costs, so as to keep the track to a standard suitable for its use.

3.2 If the Grantee (or grantees if more than one) and the Grantor share the use of the track then each of them is responsible for arranging the repair and maintenance of the track on the Easement Area and for the associated costs, so as to keep the track to a standard suitable for their use.

3.3 The Grantee (or grantees if more than one) must (equally if more than one) meet any associated requirements of the relevant local authority.

3.4 The Grantee must 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.

3.5 The Grantor must repair at its cost all damage caused to the 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.

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.

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

Easement Instrument	Dated	Page 3 of 3 pages

5. Default

5.1 If the Grantor or the Grantee does not meet the obligations implied or specified in this easement:

5.1.1 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;

5.1.2 if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may:

(a) meet the obligation; and

(b) for that purpose, enter the Grnator's Land;

5.1.3 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;

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

6. Disputes

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

6.1.1 the party initiating the disputemust provide full written particulars of the dispute to the other party; and

6.1.2 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

6.1.3 if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties):

(a) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and

(b) 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

7.4 HIRAKIMATĀ PROPERTY (BEING PART AOTEA CONSERVATION PARK) RIGHT OF WAY EASEMENT

7.4: HIRAKIMATĀ PROPERTY (BEING PART AOTEA CONSERVATION PARK) RIGHT OF WAY EASEMENT

Easement instrument to grant easement or *profit à prendre*, or create land covenant

(Sections 90A and 90F Land Transfer Act 1952)

Land registration district

North Auckland

BARCODE

Grantor

[The trustees of the Ngāti Rehua-Ngātiwai ki Aotea Trust]

Grantee

HER MAJESTY THE QUEEN in right of New Zealand acting by and through the **MINISTER OF CONSERVATION**

Grant of Easement or *Profit à prendre* or Creation of Covenant

The Grantor being the registered proprietor of the servient Land set out in Schedule 1 **grants to the Grantee** (and, if so stated, in gross) the easement set out in Schedule A, with the rights and powers or provisions set out in Annexure Schedule B.

DATED this day of 20

Attestation

	Signed in my presence by the Grantor
	Signature of Witness
	Witness to complete in BLOCK letters (unless legibly printed)
	Witness Name
	Occupation
Signature of Grantor	**Address**

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

7.4: HIRAKIMATĀ PROPERTY (BEING PART AOTEA CONSERVATION PARK) RIGHT OF WAY EASEMENT

Attestation

Signed on behalf of Her Majesty the Queen by acting under a delegation from the Minister of Conservation. **Signature of Grantee**	**Signed in my presence by the Grantee** *Signature of Witness* Witness to complete in BLOCK letters (unless legibly printed) **Witness Name** **Occupation** **Address**

Certified correct for the purposes of the Land Transfer Act 1952

[Solicitor for] the Grantee

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

7.4: HIRAKIMATĀ PROPERTY (BEING PART AOTEA CONSERVATION PARK) RIGHT OF WAY EASEMENT

Annexure Schedule A

Easement Instrument	Dated	Page 1 of 4 pages

Purpose (nature and extent) of easement	Shown (plan reference)	Servient Land (Identifier/CT)	Dominant Land (Identifier/CT *or* in gross)
Right of Way	As marked red on OTS-126-37 Deed Plan **The Easement Area**	Part Sections 13 SO 478464 and 27 SO 477346. Subject to survey. As shown on OTS-126-37 **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

7.4: HIRAKIMATĀ PROPERTY (BEING PART AOTEA CONSERVATION PARK) RIGHT OF WAY EASEMENT

Annexure Schedule B

Easement Instrument	Dated	Page 2 of 4 pages

1. Rights of way

1.1 The right of way includes the right for the Grantee its employees, contractors and invitees (including the general public on foot) in common with the Grantor and other persons to whom the Grantor may grant similar rights to at all times go over and along the Easement Area by foot.

1.2 The right of way includes:

1.2.1 the right to repair and maintain the existing access track ("the 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

1.2.2 the right to have the Easement Area kept clear at all times of obstructions, deposit of materials, or unreasonable impediment to the use and enjoyment of the track.

1.2.3 the right for the Grantee to improve the Easement Area in any way it considers expedient but consistent with its purposes of recreation and access, including the installation of track markers, stiles but without at any time causing damage to or interfering with the Grantor's use and management of the Grantor's Land.

1.2.4 the right for the Grantee to erect and display notices on the Easement Area and with the Grantor's consent, which must not be unreasonably withheld, on the Grantor's Land.

1.3 The right of way does not confer on the public the right to camp on or otherwise occupy the Easement Area without the consent of the Grantor.

1.4 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.

1.5 No firearm or other weapon may be carried or discharged on the Easement Area without the consent of the Grantor

1.6 The public may not light any fires or deposit any rubbish or other materials 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.

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

7.4: HIRAKIMATĀ PROPERTY (BEING PART AOTEA CONSERVATION PARK) RIGHT OF WAY EASEMENT

Easement Instrument	Dated	Page 3 of 4 pages

3. Repair, maintenance and costs

3.1 The Grantee is responsible for arranging the repair and maintenance of the track on the Easement Area and for the associated costs, so as to keep the track to a standard suitable for its use.

3.2 If the Grantee (or grantees if more than one) and the Grantor share the use of the track then each of them is responsible for arranging the repair and maintenance of the track on the Easement Area and for the associated costs, so as to keep the track to a standard suitable for their use.

3.3 The Grantee (or grantees if more than one) must (equally if more than one) meet any associated requirements of the relevant local authority.

3.4 The Grantee must 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.

3.5 The Grantor must repair at its cost all damage caused to the 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.

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.

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

7.4: HIRAKIMATĀ PROPERTY (BEING PART AOTEA CONSERVATION PARK) RIGHT OF WAY EASEMENT

Easement Instrument	Dated	Page 4 of 4 pages

5. Default

5.1 If the Grantor or the Grantee does not meet the obligations implied or specified in this easement:

5.1.1 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;

5.1.2 if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may:

(a) meet the obligation; and

(b) for that purpose, enter the Grnator's Land;

5.1.3 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;

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

6. Disputes

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

6.1.1 the party initiating the disputemust provide full written particulars of the dispute to the other party; and

6.1.2 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

6.1.3 if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties):

(a) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and

(b) 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

7.5 NGA PUA O MATAAHU CONSERVATION COVENANT

7.5: NGA PUA O MATAAHU CONSERVATION COVENANT

CONSERVATION COVENANT - NGA PUA O MATAAHU

(Section 27 Conservation Act 1987
and
Section 77 Reserves Act 1977)

THIS DEED of COVENANT is made this day of

BETWEEN **[The trustees of Ngāti Rehua - Ngātiwai ki Aotea Settlement Trust]** (the **Owner**)

AND **MINISTER OF CONSERVATION** (the **Minister**)

BACKGROUND

A. Section 27 of the Conservation Act 1987 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Conservation Values; and Section 77 of the Reserves Act 1977 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Reserve Values.

B. The Owner is the registered proprietor of the Land as a result of a Treaty settlement with the Crown in accordance with a Deed of Settlement dated [20XX] and implemented by the [Ngāti Rehua - Ngātiwai ki Aotea Act 20XX].

C. The Land contains Conservation Values and Reserve Values which the parties to the Deed of Settlement agreed should be subject to a covenant under the Conservation Act 1987 and the Reserves Act 1977 which would provide that the land should be managed to protect those values.

D. The Owner has therefore agreed to grant the Minister a Covenant over the Land to preserve the Conservation Values and Reserve Values.

OPERATIVE PARTS

In accordance with section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977 and with the intent that the Covenant run with the Land and bind all subsequent owners of the Land, the Owner and Minister agree as follows.

"Conservation Purposes"	means the preservation and protection of natural and historic resources including Conservation Values on the Land for the purpose of maintaining their intrinsic values, providing for their appreciation and recreational enjoyment by the public, and safeguarding the options of future generations.
"Conservation Values	means the conservation values specified in Schedule 1.
"Covenant"	means this Deed of Covenant made under section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977.
"Director-General"	means the Director-General of Conservation.

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

1.2 For the avoidance of doubt:

1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute;

1.2.2 references to clauses are references to clauses in this Covenant;

1.2.3 references to parties are references to the Owner and the Minister;

1.2.4 words importing the singular number include the plural and vice versa;

1.2.5 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the Background. Where the parties disagree over the interpretation of anything contained in this Covenant, and seek to determine the issue, the parties must have regard to the matters contained in the Background;

1.2.6 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done;

1.2.7 words importing one gender include the other gender;

1.2.8 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity; and

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

2. OBJECTIVES OF THE COVENANT

2.1 The Land must be managed:

2.1.1 for Conservation Purposes;

2.1.2 so as to preserve the Reserves Values;

2.1.3 to provide, subject to this Covenant, freedom of access to the public (if they have a valid permit for landing on the Nature Reserve) for the appreciation and recreational enjoyment of the Land.

3. IMPLEMENTATION OF OBJECTIVE

3.1 Unless agreed in writing by the parties the Owner must not carry out or permit on or in relation to the Land:

3.1.1 grazing of the Land by livestock;

3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;

3.1.3 the planting of any species of exotic tree, shrub or other plant;

3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;

3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;

3.1.6 any cultivation, earth works or other soil disturbances;

3.1.7 any archaeological or other scientific research involving disturbance of the soil;

3.1.8 the damming, diverting or taking of Natural Water;

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

3.1.10 any other activity which might have an adverse effect on the Conservation Values or Reserve Values;

3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;

3.1.12 the erection of utility transmission lines across the Land.

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

3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;

3.2.2 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;

3.2.3 keep the Land free from exotic tree species;

3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;

3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;

3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 5.1.2;

3.2.7 comply with all requisite statues, regulations and bylaws in relation to the Land.

3.3 The Owner acknowledges that:

3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;

3.3.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.

4 PUBLIC ACCESS

4.1 The Owner must, subject to this Covenant, permit the public (if they have a valid permit for landing on the Nature Reserve) to enter upon the Land.

5 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

5.1 The Minister must:

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

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

5.2 The Minister may:

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

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

6 JOINT OBLIGATIONS

6.1 The Owner or the Minister may, by mutual agreement, carry out any work, or activity or improvement or take any action either jointly or individually better to achieve the objectives set out in clause 2.

7 DURATION OF COVENANT

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

8 OBLIGATIONS ON SALE OF LAND

8.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee or assignee to comply with the terms of this Covenant.

8.2 Such agreement must include an agreement by the purchaser, lessee, or assignee to ensure that on a subsequent sale, lease or assignment, a subsequent purchaser, lessee, or assignee will comply with the terms of this Covenant including this clause.

8.3 If, for any reason, this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

9 CONSENTS

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

10 MISCELLANEOUS MATTERS

10.1 **Rights**

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

10.2 **Trespass Act**:

10.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise;

10.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

10.3 **Reserves Act**

10.3.1 In accordance with section 77(3) of the Reserves Act 1977 but subject to the terms and conditions set out in this Covenant, sections 93 to 105 of the Reserves Act 1977, as far as they are applicable and with the necessary modifications, apply to the Land as if the Land were a reserve.

10.4 **Titles**

10.4.1 This Covenant must be signed by both parties and registered against the Computer Freehold Register for the Land.

10.5 **Acceptance of Covenant**

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

10.6 **Fire**

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

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

(a) requested to do so; or

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

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

11 DEFAULT

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

11.1.1 may take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and

11.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.

11.2 Should either the Owner or the Minister become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:

11.2.1 advise the defaulting party of the default;

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

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

12 DISPUTE RESOLUTION PROCESSES

12.1 If any dispute arises between the Owner and the Minister in connection with this Covenant, the parties must, without prejudice to any other rights they may have under this Covenant, attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the parties.

12.2 **Mediation**

12.2.1 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;

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

12.3 **Failure of Mediation**

12.3.1 In the event that the matter is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply.

12.3.2 Notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President for the time being of the District Law Society in the region in which the Land is situated.

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

13 NOTICES

13.1 Any notice to be given under this Covenant by one party to the other is to be in writing and sent by personal delivery, by pre-paid post, or by facsimile addressed to the receiving party at the address or facsimile number set out in Schedule 2.

13.2 A notice given in accordance with clause 13.1 will be deemed to have been received:

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

13.2.2 in the case of pre-paid post, on the third working day after posting;

13.2.3 in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

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

14 SPECIAL CONDITIONS

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

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

Executed as a Deed

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

_____
Signature of Witness

_____
Witness Name

_____
Occupation

_____
Address

7.5: NGA PUA O MATAAHU CONSERVATION COVENANT

Signed by	)	
[ ]	)	
and	)	
[ ]	)	_____
acting under a written delegation from	)	
the Minister of Conservation and	)	
exercising his/her powers under	)	
section 117 of the Reserves Act 1977	)	
as designated Commissioner	)	_____
in the presence of:	)	

_____

Signature of Witness

_____

Witness Name

_____

Occupation

_____

Address

SCHEDULE 1

Description of Land:

North Auckland Land District

0.2370 hectares, more or less, being Section 2 SO 505083.

Conservation Values to be protected:

The intrinsic value of the natural resources on the Land, and the appreciation and enjoyment that may be derived by the public from the opportunity to visit that area. Visitors to the area include researchers, Department of Conservation staff, volunteers and members of the public.

Reserve Values to be protected:

The natural landscape amenity values of the area: The Land is at the prominent coastal point of the large flat land on the island, being a boulder bank plain with an immediate background of native coastal vegetation.

The conservation and reserve values also include the following historic and archaeological values:

Hauturu/Little Barrier has a rich history that incorporates elements of early Maori settlement and conservation history. Hauturu has been occupied by Maori from the times of early Polynesian settlement in the Auckland region through to 1894 when it became a nature reserve. The surrounding areas has been used extensively for cultivation both by Maori and Pakeha and contains excellent examples of the stone mound and alignment system used in Maori gardening.

Archaeological surveys of Hauturu have been generally well documented and contains structural and botanical remnants of early historic occupation surrounding Nga Pua a Mataahu, including a stone garden system comprising of stone walls and mounds (New Zealand Archaeological association number S08/73), a stone mound (S08/72), clumps of taro (S08/244), and a pā site (S08/74).

SCHEDULE 2

Address for Service

The address for service of the Owner is:

[Ngāti Rehua - Ngātiwai ki Aotea Settlement Trust]

The address for service of the Minister is:

The District Manager - Operations
Department of Conservation
Unit 12
30 Hudson Road
PO Box 474
Warkworth 0941

SCHEDULE 3

Special conditions

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

2. To minimise biosecurity risks and visitor impacts the Owner must:

   (a) have and abide by a permit issued under the Reserves Act 1977 for the Nature Reserve,

   (b) have been through a biosecurity process in line with the Department's island biosecurity processes, under the supervision of a person approved by the Department of Conservation to ensure that pests are not introduced to the Land and;

   (c) control refuse;

   (d) not allow pets or any other live animals to be taken onto the Land;

   (e) participate in the maintenance of pest invasion detection and control measures, in conjunction with the Department of Conservation, as relevant to the Land; and

   (f) participate in contingency response action if a mammal invasion incident is suspected or detected anywhere on the Land.

3. The Owner must take the following steps to prevent the spread or introduction of weeds:

   (a) not plant exotic species

   (b) check equipment etc before taking to the island for seeds etc; and

   (c) control weed species present.

4. The Owner must take the following steps to minimise disturbance to wildlife

   (a) discourage the feeding of birds; and

   (b) ensure that all those on the Land are aware that they may not catch or handle wildlife unless as specified in permit under the Wildlife Act 1953 or the Reserves Act 1977.

5. The owner may not unreasonably refuse permission for the Department of Conservation to access the Land immediately to carry out any urgent weed or pest control.

GRANT of Certified correct for the purposes of the Land Transfer Act 1952

Solicitor for the Minister of Conservation

CONSERVATION COVENANT

Under section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977

to

MINISTER OF CONSERVATION

Legal Services
Department of Conservation

7.6 OKIWI CONSERVATION COVENANT

7.6: OKIWI CONSERVATION COVENANT

CONSERVATION COVENANT - OKIWI

(Section 27 Conservation Act 1987
and
Section 77 Reserves Act 1977)

THIS DEED of COVENANT is made this day of

BETWEEN **[The trustees of Ngāti Rehua - Ngātiwai ki Aotea Settlement Trust]** (the **Owner**)

AND **MINISTER OF CONSERVATION** (the **Minister**)

BACKGROUND

A. Section 27 of the Conservation Act 1987 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Conservation Values; and Section 77 of the Reserves Act 1977 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Reserve Values.

B. The Owner is the registered proprietor of the Land as a result of a Treaty settlement with the Crown in accordance with a Deed of Settlement dated [20XX] and implemented by the [Ngāti Rehua - Ngātiwai ki Aotea Act 20XX].

C. The Land contains Conservation Values and Reserve Values which the parties to the Deed of Settlement agreed should be subject to a covenant under the Conservation Act 1987 and the Reserves Act 1977 which would provide that the land should be managed to protect those values.

D. The Owner has therefore agreed to grant the Minister a Covenant over the Land to preserve the Conservation Values and Reserve Values.

OPERATIVE PARTS

In accordance with section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977 and with the intent that the Covenant run with the Land and bind all subsequent owners of the Land, the Owner and Minister agree as follows.

"**Conservation Purposes**"	means the preservation and protection of natural and historic resources including Conservation Values on the Land for the purpose of maintaining their intrinsic values, providing for their appreciation and recreational enjoyment by the public, and safeguarding the options of future generations.
"**Conservation Values**	means the conservation values specified in Schedule 1.
"**Covenant**"	means this Deed of Covenant made under section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977.
"**Director-General**"	means the Director-General of Conservation.

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

1.2 For the avoidance of doubt:

1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute;

1.2.2 references to clauses are references to clauses in this Covenant;

1.2.3 references to parties are references to the Owner and the Minister;

1.2.4 words importing the singular number include the plural and vice versa;

1.2.5 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the Background. Where the parties disagree over the interpretation of anything contained in this Covenant, and seek to determine the issue, the parties must have regard to the matters contained in the Background;

1.2.6 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done;

1.2.7 words importing one gender include the other gender;

1.2.8 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity; and

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

2. OBJECTIVES OF THE COVENANT

2.1 The Land must be managed:

2.1.1 for Conservation Purposes;

2.1.2 so as to preserve the Reserves Values;

2.1.3 to provide, subject to this Covenant, freedom of access to the public (if they have a valid permit for landing on the Nature Reserve) for the appreciation and recreational enjoyment of the Land.

3. IMPLEMENTATION OF OBJECTIVE

3.1 Unless agreed in writing by the parties the Owner must not carry out or permit on or in relation to the Land:

3.1.1 grazing of the Land by livestock;

3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;

3.1.3 the planting of any species of exotic tree, shrub or other plant;

3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;

3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;

3.1.6 any cultivation, earth works or other soil disturbances;

3.1.7 any archaeological or other scientific research involving disturbance of the soil;

3.1.8 the damming, diverting or taking of Natural Water;

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

3.1.10 any other activity which might have an adverse effect on the Conservation Values or Reserve Values;

3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;

3.1.12 the erection of utility transmission lines across the Land.

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

3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;

3.2.2 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;

3.2.3 keep the Land free from exotic tree species;

3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;

3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;

3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 5.1.2;

3.2.7 comply with all requisite statues, regulations and bylaws in relation to the Land.

3.3 The Owner acknowledges that:

3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;

3.3.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.

4 PUBLIC ACCESS

4.1 The Owner must, subject to this Covenant, permit the public (if they have a valid permit for landing on the Nature Reserve) to enter upon the Land.

5 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

5.1 The Minister must:

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

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

5.2 The Minister may:

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

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

6 JOINT OBLIGATIONS

6.1 The Owner or the Minister may, by mutual agreement, carry out any work, or activity or improvement or take any action either jointly or individually better to achieve the objectives set out in clause 2.

7 DURATION OF COVENANT

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

8 OBLIGATIONS ON SALE OF LAND

8.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant.

8.2 Such agreement must include an agreement by the purchaser, lessee, or assignee to ensure that on a subsequent sale, lease, or assignment, a subsequent purchaser, lessee or assignee will comply with the terms of this Covenant including this clause.

8.3 If, for any reason, this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

9 CONSENTS

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

10 MISCELLANEOUS MATTERS

10.1 **Rights**

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

10.2 **Trespass Act**:

10.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise;

10.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

10.3 **Reserves Act**

10.3.1 In accordance with section 77(3) of the Reserves Act 1977 but subject to the terms and conditions set out in this Covenant, sections 93 to 105 of the Reserves Act 1977, as far as they are applicable and with the necessary modifications, apply to the Land as if the Land were a reserve.

10.4 **Titles**

10.4.1 This Covenant must be signed by both parties and registered against the Computer Freehold Register for the Land.

10.5 **Acceptance of Covenant**

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

10.6 **Fire**

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

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

(a) requested to do so; or

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

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

11 DEFAULT

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

11.1.1 may take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and

11.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.

11.2 Should either the Owner or the Minister become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:

11.2.1 advise the defaulting party of the default;

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

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

12 DISPUTE RESOLUTION PROCESSES

12.1 If any dispute arises between the Owner and the Minister in connection with this Covenant, the parties must, without prejudice to any other rights they may have under this Covenant, attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the parties.

12.2 **Mediation**

12.2.1 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;

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

12.3 **Failure of Mediation**

12.3.1 In the event that the matter is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply.

12.3.2 Notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President for the time being of the District Law Society in the region in which the Land is situated.

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

13 NOTICES

13.1 Any notice to be given under this Covenant by one party to the other is to be in writing and sent by personal delivery, by pre-paid post, or by facsimile addressed to the receiving party at the address or facsimile number set out in Schedule 2.

13.2 A notice given in accordance with clause 13.1 will be deemed to have been received:

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

13.2.2 in the case of pre-paid post, on the third working day after posting;

13.2.3 in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

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

14 SPECIAL CONDITIONS

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

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

Executed as a Deed

Signed by)
[ ])
as Owner in the presence of:)

_____

_____
Signature of Witness

_____
Witness Name

_____
Occupation

_____
Address

7.6: OKIWI CONSERVATION COVENANT

Signed by	)	
[ ]	)	
and	)	
[ ]	)	_____
acting under a written delegation from	)	
the Minister of Conservation and	)	
exercising his/her powers under	)	
section 117 of the Reserves Act 1977	)	
as designated Commissioner	)	_____
in the presence of:	)	

_____

Signature of Witness

_____

Witness Name

_____

Occupation

_____

Address

SCHEDULE 1

Description of Land:

North Auckland Land District

58.2 hectares, approximately, being parts of Section 2 SO 64302, Section 3 SO 477346, Part Section 4 and Sections 5 and 7 SO 64304, and Section 6 SO 477347. Subject to survey. As shown on OTS -126-42.

Conservation Values to be protected:

The intrinsic value of the natural resources on the Land, and the appreciation and enjoyment that may be derived by the public from the opportunity to visit that area. Visitors to the area include researchers, Department of Conservation staff, volunteers and members of the public.

Pateke reside in the area, particularly at Burrils drain (paddocks 38 and 40) which is the largest population of these birds on Aotea with the Australasian Bittern and Fern bird usually present as well. There are some rare native plants found on paddocks 20, 40.

Reserve Values to be protected:

The natural landscape amenity and open space values of the Land that are the intertwined with the larger surrounding areas of the semi-rural pastoral landscape in association with the coast and estuarine environments as part of the hinterland to Whangapoua Beach and Harbour.

SCHEDULE 2

Address for Service

The address for service of the Owner is:

[Ngāti Rehua - Ngātiwai ki Aotea Settlement Trust]

The address for service of the Minister is:

The District Manager - Operations
Department of Conservation
Unit 12
30 Hudson Road
PO Box 474
Warkworth 0941

7.6: OKIWI CONSERVATION COVENANT

SCHEDULE 3

Special conditions

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

2. This covenant is subject to the grazing licence held in concession number AK-31355-GRA to Scott and Isabel Mabey.

GRANT of Certified correct for the purposes of the Land Transfer Act 1952

Solicitor for the Minister of Conservation

CONSERVATION COVENANT

Under section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977

_____

to

MINISTER OF CONSERVATION

_____

Legal Services
Department of Conservation

7.7 RANGITĀWHIRI CONSERVATION COVENANT

7.7: RANGITĀWHIRI CONSERVATION COVENANT

CONSERVATION COVENANT - RANGITĀWHIRI

(Section 27 Conservation Act 1987
and
Section 77 Reserves Act 1977)

THIS DEED of COVENANT is made this day of

BETWEEN **[The trustees of Ngāti Rehua - Ngātiwai ki Aotea Settlement Trust]** (the **Owner**)

AND **MINISTER OF CONSERVATION** (the **Minister**)

BACKGROUND

A. Section 27 of the Conservation Act 1987 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Conservation Values; and Section 77 of the Reserves Act 1977 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Reserve Values.

B. The Owner is the registered proprietor of the Land as a result of a Treaty settlement with the Crown in accordance with a Deed of Settlement dated [20XX] and implemented by the [Ngāti Rehua - Ngātiwai ki Aotea Act 20XX].

C. The Land contains Conservation Values and Reserve Values which the parties to the Deed of Settlement agreed should be subject to a covenant under the Conservation Act 1987 and the Reserves Act 1977 which would provide that the land should be managed to protect those values.

D. The Owner has therefore agreed to grant the Minister a Covenant over the Land to preserve the Conservation Values and Reserve Values.

OPERATIVE PARTS

In accordance with section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977 and with the intent that the Covenant run with the Land and bind all subsequent owners of the Land, the Owner and Minister agree as follows.

"Conservation Purposes"	means the preservation and protection of natural and historic resources including Conservation Values on the Land for the purpose of maintaining their intrinsic values, providing for their appreciation and recreational enjoyment by the public, and safeguarding the options of future generations.
"Conservation Values	means the conservation values specified in Schedule 1.
"Covenant"	means this Deed of Covenant made under section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977.
"Director-General"	means the Director-General of Conservation.

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

1.2 For the avoidance of doubt:

1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute;

1.2.2 references to clauses are references to clauses in this Covenant;

1.2.3 references to parties are references to the Owner and the Minister;

1.2.4 words importing the singular number include the plural and vice versa;

1.2.5 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the Background. Where the parties disagree over the interpretation of anything contained in this Covenant, and seek to determine the issue, the parties must have regard to the matters contained in the Background;

1.2.6 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done;

1.2.7 words importing one gender include the other gender;

1.2.8 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity; and

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

2. OBJECTIVES OF THE COVENANT

2.1 The Land must be managed:

2.1.1 for Conservation Purposes;

2.1.2 so as to preserve the Reserves Values;

2.1.3 to provide, subject to this Covenant, freedom of access to the public (if they have a valid permit for landing on the Nature Reserve) for the appreciation and recreational enjoyment of the Land.

3. IMPLEMENTATION OF OBJECTIVE

3.1 Unless agreed in writing by the parties the Owner must not carry out or permit on or in relation to the Land:

3.1.1 grazing of the Land by livestock;

3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;

3.1.3 the planting of any species of exotic tree, shrub or other plant;

3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;

3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;

3.1.6 any cultivation, earth works or other soil disturbances;

3.1.7 any archaeological or other scientific research involving disturbance of the soil;

3.1.8 the damming, diverting or taking of Natural Water;

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

3.1.10 any other activity which might have an adverse effect on the Conservation Values or Reserve Values;

3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;

3.1.12 the erection of utility transmission lines across the Land.

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

3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;

3.2.2 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;

3.2.3 keep the Land free from exotic tree species;

3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;

3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;

3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 5.1.2;

3.2.7 comply with all requisite statues, regulations and bylaws in relation to the Land.

3.3 The Owner acknowledges that:

3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;

3.3.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.

4 PUBLIC ACCESS

4.1 The Owner must, subject to this Covenant, permit the public (if they have a valid permit for landing on the Nature Reserve) to enter upon the Land.

5 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

5.1 The Minister must:

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

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

5.2 The Minister may:

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

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

6 JOINT OBLIGATIONS

6.1 The Owner or the Minister may, by mutual agreement, carry out any work, or activity or improvement or take any action either jointly or individually better to achieve the objectives set out in clause 2.

7 DURATION OF COVENANT

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

8 OBLIGATIONS ON SALE OF LAND

8.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee or assignee to comply with the terms of this Covenant.

8.2 Such agreement must include an agreement by the purchaser, lessee, or assignee to ensure that on a subsequent sale, lease or assignment, a subsequent purchaser, lessee or assignee will comply with the terms of this Covenant including this clause.

8.3 If, for any reason, this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

9 CONSENTS

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

10 MISCELLANEOUS MATTERS

10.1 **Rights**

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

10.2 **Trespass Act**:

10.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise;

10.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

10.3 **Reserves Act**

10.3.1 In accordance with section 77(3) of the Reserves Act 1977 but subject to the terms and conditions set out in this Covenant, sections 93 to 105 of the Reserves Act 1977, as far as they are applicable and with the necessary modifications, apply to the Land as if the Land were a reserve.

10.4 **Titles**

10.4.1 This Covenant must be signed by both parties and registered against the Computer Freehold Register for the Land.

10.5 **Acceptance of Covenant**

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

10.6 **Fire**

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

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

(a) requested to do so; or

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

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

11 DEFAULT

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

11.1.1 may take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and

11.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.

11.2 Should either the Owner or the Minister become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:

11.2.1 advise the defaulting party of the default;

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

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

12 DISPUTE RESOLUTION PROCESSES

12.1 If any dispute arises between the Owner and the Minister in connection with this Covenant, the parties must, without prejudice to any other rights they may have under this Covenant, attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the parties.

12.2 **Mediation**

12.2.1 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;

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

12.3 **Failure of Mediation**

12.3.1 In the event that the matter is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply.

12.3.2 Notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President for the time being of the District Law Society in the region in which the Land is situated.

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

13 NOTICES

13.1 Any notice to be given under this Covenant by one party to the other is to be in writing and sent by personal delivery, by pre-paid post, or by facsimile addressed to the receiving party at the address or facsimile number set out in Schedule 2.

13.2 A notice given in accordance with clause 13.1 will be deemed to have been received:

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

13.2.2 in the case of pre-paid post, on the third working day after posting;

13.2.3 in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

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

14 SPECIAL CONDITIONS

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

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

Executed as a Deed

Signed by)
[ ])
as Owner in the presence of:)

Signature of Witness

Witness Name

Occupation

Address

Signed by	)	
[ ]	)	
and	)	
[ ]	)	_____
acting under a written delegation from	)	
the Minister of Conservation and	)	
exercising his/her powers under	)	
section 117 of the Reserves Act 1977	)	
as designated Commissioner	)	_____
in the presence of:	)	

_____

Signature of Witness

_____

Witness Name

_____

Occupation

_____

Address

SCHEDULE 1

Description of Land:

North Auckland Land District

22.6624 hectares, more or less, being Allotment NE15 Parish of Aotea.

Conservation Values to be protected:

The intrinsic value of the natural resources on the Land, and the appreciation and enjoyment that may be derived by the public from the opportunity to visit that area. The Land supports indigenous vegetation, providing habitat for indigenous fauna.

Reserve Values to be protected:

The natural landscape amenity values of the Land and the natural environment values represented by the indigenous flora and fauna on the Land. The Land is part of surrounding indigenous vegetation that contributes to the natural character of Aotea landscape.

SCHEDULE 2

Address for Service

The address for service of the Owner is:

[Ngāti Rehua - Ngātiwai ki Aotea Settlement Trust]

The address for service of the Minister is:

The District Manager - Operations
Department of Conservation
Unit 12
30 Hudson Road
PO Box 474
Warkworth 0941

SCHEDULE 3

Special conditions

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

7.7: RANGITĀWHIRI CONSERVATION COVENANT

GRANT of Certified correct for the purposes of the Land Transfer Act 1952

Solicitor for the Minister of Conservation

CONSERVATION COVENANT

Under section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977

_____

to

MINISTER OF CONSERVATION

_____

Legal Services
Department of Conservation