

**RAUKAWA**

**and**

**RAUKAWA SETTLEMENT TRUST**

**and**

**THE CROWN**

---

**DEED OF SETTLEMENT SCHEDULE:  
GENERAL MATTERS**

---

**TABLE OF CONTENTS**

|          |                                     |           |
|----------|-------------------------------------|-----------|
| <b>1</b> | <b>IMPLEMENTATION OF SETTLEMENT</b> | <b>2</b>  |
| <b>2</b> | <b>INTEREST</b>                     | <b>3</b>  |
| <b>3</b> | <b>TAX</b>                          | <b>4</b>  |
| <b>4</b> | <b>NOTICE</b>                       | <b>8</b>  |
| <b>5</b> | <b>MISCELLANEOUS</b>                | <b>10</b> |
| <b>6</b> | <b>DEFINED TERMS</b>                | <b>11</b> |
| <b>7</b> | <b>INTERPRETATION</b>               | <b>20</b> |

## **1 implementation of SETTLEMENT**

- 1.1 The governance entity must use best endeavours to ensure that every historical claim proceedings is discontinued:
- 2.1.1 by the settlement date; or
  - 2.1.2 if not by the settlement date, as soon as practicable afterwards.
- 1.2 The Crown may, after the settlement date, do all or any of the following:
- 2.1.1 advise the Waitangi Tribunal (or any other tribunal, court, or judicial body) of the settlement;
  - 2.1.2 request the Waitangi Tribunal to amend its register of claims, and adapt its procedures, to reflect the settlement; and/or
  - 2.1.3 from time to time propose for introduction to the House of Representatives a bill or bills for either or both of the following purposes:
    - (a) terminating an historical claim proceedings; and/or
    - (b) giving further effect to this deed, including achieving:
      - (i) certainty in relation to a party's rights and/or obligations; and/or
      - (ii) a final and durable settlement.
- 1.3 Except to the extent necessary to comply with its obligations under this deed, the Crown may cease any land bank arrangement, in relation to Raukawa or a representative entity. The purpose of this paragraph is to enable from the date of this deed:
- 2.1.1 the Crown to release to the governance entity, the land bank properties subject to this deed should the governance entity express an interest in purchasing a landbanked property before the settlement date; and
  - 2.1.2 the Crown to cease landbanking any further properties in relation to Raukawa or a representative entity.
- 1.4 Raukawa and every representative entity must:
- 2.1.1 support a bill referred to in paragraph 1.2.3; and
  - 2.1.2 not object to a bill removing resumptive memorials from any certificate of title or computer register.

## **2 INTEREST**

- 2.1 The Crown must pay to the governance entity on the settlement date, interest on the following amounts:
- 2.1.1 the balance financial redress amount of \$21,143,000.00; and
  - 2.1.2 the CNI on-account value of \$28,857,000.00; and
  - 2.1.3 the further cash payment referred to in clause 6.2, being \$533,000.00.
- 2.2 The interest under paragraph 2.1.1 is payable:
- 2.2.1 for the period:
    - (a) beginning on 28 January 2011, being the date the parties substantially agreed the redress to be provided under this deed; and
    - (b) ending on the day before the payment date.
- 2.3 The interest under paragraph 2.1.2 is payable:
- 2.3.1 for the period:
    - (a) beginning on 25 June 2008, being the date of the CNI deed of settlement; and
    - (b) ending on the CNI settlement date.
- 2.4 The interest under paragraph 2.1.3 is payable:
- 2.4.1 for the period:
    - (a) beginning on 28 January 2011 being the date the parties substantially agreed the redress to be provided under this deed; and
    - (b) ending on the day before the settlement date.
- 2.5 The interest amounts payable under paragraph 2.1 are:
- 2.5.1 payable at the rate from time to time set as the official cash rate by the Reserve Bank, calculated on a daily basis but not compounding;
  - 2.5.2 subject to any tax payable in relation to them; and
  - 2.5.3 payable after withholding any tax required by legislation to be withheld.

**3 TAX**

**INDEMNITY**

- 3.1 The provision of Crown redress, or an indemnity payment, to the governance entity is not intended to be:
- 3.1.1 a taxable supply for GST purposes;
  - 3.1.2 assessable income for income tax purposes.
- 3.2 The Crown must, therefore, indemnify the governance entity for:
- 3.2.1 any GST payable by the governance entity in respect of the provision of Crown redress or an indemnity payment;
  - 3.2.2 any income tax payable by the governance entity as a result of any Crown redress, or an indemnity payment, being treated as assessable income of the governance entity; and
  - 3.2.3 any reasonable cost or liability incurred by the governance entity in taking, at the Crown's direction, action:
    - (a) relating to an indemnity demand; or
    - (b) under paragraph 3.13 or paragraph 3.14.1(b).

**LIMITS**

- 3.3 The tax indemnity does not apply to the following (which are subject to normal tax treatment):
- 3.3.1 interest paid under part 2;
  - 3.3.2 any amounts paid or distributed by the Crown Forestry Rental Trust under the settlement documentation in relation to the licensed land, including rental proceeds and interest on rental proceeds.
  - 3.3.3 the transfer of a commercial property, a deferred selection property or RFR land under the settlement documentation; and
  - 3.3.4 the governance entity's:
    - (a) use of Crown redress or an indemnity payment; or
    - (b) payment of costs, or any other amounts, in relation to Crown redress.

**ACKNOWLEDGEMENTS**

- 3.4 To avoid doubt, the parties acknowledge:
- 3.4.1 the Crown redress is provided:
    - (a) to settle the historical claims; and
    - (b) with no other consideration being provided;

**3: TAX**

- 3.4.2 in particular, the following are not consideration for the Crown redress:
- (a) an agreement under this deed to:
    - (i) enter into an encumbrance, or other obligation, in relation to Crown redress; or
    - (ii) pay costs (such as rates, or other outgoings, or maintenance costs) in relation to Crown redress;
  - (b) the performance of that agreement; and
- 3.4.3 nothing in this part is intended to imply that:
- (a) the provision of Crown redress, or an indemnity payment, is:
    - (i) a taxable supply for GST purposes; or
    - (ii) assessable income for income tax purposes;
  - (b) if the governance entity is a charitable trust, or other charitable entity, it receives:
    - (i) redress, assets, or rights other than for charitable purposes; or
    - (ii) income other than as exempt income for income tax purposes;
- 3.4.4 the transfer of a commercial property, a deferred selection property or RFR land under the settlement documentation is a taxable supply for GST purposes; and
- 3.4.5 the governance entity is the only entity that this deed contemplates performing a function described in section HF 2(2)(d)(i) or section HF 2(3)(e)(i) of the Income Tax Act 2007.

**CONSISTENT ACTIONS**

- 3.5 None of the governance entity, a person associated with it, or the Crown will act in a manner that is inconsistent with this part 3.
- 3.6 In particular, the governance entity agrees that:
- 3.6.1 from the payment date, it will be a registered person for GST purposes, unless it is not carrying on a taxable activity; and
  - 3.6.2 neither it, nor any person associated with it, will claim with respect to the provision of Crown redress, or an indemnity payment:
    - (a) an input credit for GST purposes; or
    - (b) a deduction for income tax purposes.

**3: TAX**

**INDEMNITY DEMANDS**

- 3.7 The governance entity and the Crown must give notice to the other, as soon as reasonably possible after becoming aware that the governance entity may be entitled to an indemnity payment.
- 3.8 An indemnity demand:
- 3.8.1 may be made at any time after the payment date; but
  - 3.8.2 must not be made more than 20 business days before the due date for payment of the tax, whether that date is:
    - (a) specified in an assessment;
    - (b) a date for the payment of provisional tax; or
    - (c) otherwise determined; and
  - 3.8.3 must be accompanied by:
    - (a) evidence of the tax, and of any other amount sought, which is reasonably satisfactory to the Crown; and
    - (b) if the demand relates to GST and the Crown requires, a GST tax invoice.

**INDEMNITY PAYMENTS**

- 3.9 If the governance entity is entitled to an indemnity payment, the Crown may make the payment to:
- 3.9.1 the governance entity; or
  - 3.9.2 the Commissioner of Inland Revenue, on behalf of, and for the account of, the governance entity.
- 3.10 The governance entity must pay an indemnity payment received by it to the Commissioner of Inland Revenue, by the later of:
- 3.10.1 the due date for payment of the tax; or
  - 3.10.2 the next business day after receiving the indemnity payment.

**REPAYMENT**

- 3.11 If it is determined that some or all of the tax to which an indemnity payment relates is not payable, the governance entity must promptly repay to the Crown any amount that:
- 3.11.1 the Commissioner of Inland Revenue refunds or credits to the governance entity; or
  - 3.11.2 the governance entity has received but has not paid, and is not required to pay, to the Commissioner of Inland Revenue.
- 3.12 The governance entity has no right of set-off or counterclaim in relation to an amount payable by it under paragraph 3.11.

**3: TAX**

**RULINGS**

- 3.13 The governance entity must assist the Crown with an application to the Commissioner of Inland Revenue for a ruling, whether binding or not, in relation to the provision of Crown redress.

**CONTROL OF DISPUTES**

- 3.14 If the governance entity is entitled to an indemnity payment, the Crown may:

3.14.1 by notice to the governance entity, require it to:

- (a) exercise a right to defer the payment of tax; and/or
- (b) take any action specified by the Crown, and confirmed by expert legal tax advice as appropriate action in the circumstances, to respond to, and/or contest:
  - (i) a tax assessment; and/or
  - (ii) a notice in relation to the tax, including a notice of proposed adjustment; or

3.14.2 nominate and instruct counsel on behalf of the governance entity whenever it exercises its rights under paragraph 3.14.1; and

3.14.3 recover from the Commissioner of Inland Revenue any tax paid that is refundable.

**DEFINITIONS**

- 3.15 In this part, unless the context requires otherwise:

**provision**, in relation to redress, includes its payment, credit, transfer, vesting, making available, creation, or grant; and

**use**, in relation to redress or an indemnity payment, includes dealing with, payment, transfer, distribution, or application.



## 4 NOTICE

### APPLICATION

- 4.1 Unless otherwise provided in this deed, or a settlement document, this part applies to a notice under this deed or a settlement document.
- 4.2 In particular, this part is subject to the provisions of part 8 of the property redress schedule which provides for notice to the Crown in relation to, or in connection with, a cultural redress property, a cultural early release property, a commercial property or a deferred selection property.

### REQUIREMENTS

- 4.3 A notice must be:
- 4.3.1 in writing;
  - 4.3.2 signed by the person giving it (but, if the governance entity is giving the notice, it is effective if not less than three trustees sign it);
  - 4.3.3 addressed to the recipient at its address or facsimile number as provided:
    - (a) in paragraph 4.6; or
    - (b) if the recipient has given notice of a new address or facsimile number, in the most recent notice of a change of address or facsimile number; and
  - 4.3.4 given by:
    - (a) personal delivery (including by courier) to the recipient's street address;
    - (b) sending it by pre-paid post addressed to the recipient's postal address; or
    - (c) by faxing it to the recipient's facsimile number.

### TIMING

- 4.4 A notice is to be treated as having been received:
- 4.4.1 at the time of delivery, if personally delivered;
  - 4.4.2 on the second day after posting, if posted; or
  - 4.4.3 at the time of transmission, if faxed.
- 4.5 However, where paragraph 4.4 would result in a notice being received:
- 4.5.1 after 5pm on a business day; or
  - 4.5.2 on a non-business day,
- the notice will instead be treated as having been received on the next business day.

**4: NOTICE**

**ADDRESSES**

4.6 The address of:

4.6.1 Raukawa and the governance entity is:

Raukawa Settlement Trust  
Private Bag 8  
26 - 32 Campbell Street  
**TOKOROA 3420**

4.6.2 Facsimile No. 07 885 0261  
the Crown is:

C/- The Solicitor-General  
Crown Law Office  
Level 10  
Unisys House  
56 The Terrace  
PO Box 2858  
**WELLINGTON**

Facsimile No. 04 473 3482

**5 miscellaneous**

**AMENDMENTS**

- 5.1 This deed may be amended only by written agreement signed by the governance entity and the Crown.

**ENTIRE AGREEMENT**

- 5.2 This deed, and each of the settlement documents, in relation to the matters in it:
- 5.2.1 constitutes the entire agreement; and
  - 5.2.2 supersedes all earlier representations, understandings, and agreements.

**NO ASSIGNMENT OR WAIVER**

- 5.3 Paragraph 5.4 applies to rights and obligations under this deed or a settlement document.
- 5.4 Except as provided in this deed or a settlement document, a party:
- 5.4.1 may not transfer or assign its rights or obligations;
  - 5.4.2 does not waive a right by:
    - (a) failing to exercise it; or
    - (b) delaying in exercising it; and
  - 5.4.3 is not precluded by a single or partial exercise of a right from exercising:
    - (a) that right again; or
    - (b) another right.

## 6 DEFINED TERMS

6.1 In this deed:

**administering body** has the meaning given to it by section 2(1) of the Reserves Act 1977;

**assessable income** has the meaning given to it by section YA 1 of the Income Tax Act 2007;

**attachments** means the attachments to this deed, being the area of association, the deed plans and the RFR land;

**authorised person** means in relation to:

- (a) Whakakahonui and Whakamaru Hydro Village site, a person authorised by the chief executive of LINZ; and
- (b) each other cultural redress property, a person authorised by the Director-General of Conservation; and
- (c) a purchased commercial property or a purchased deferred selection property, a person authorised by the chief executive of the land holding agency;

**balance financial redress amount** means the amount referred to in clause 6.1 as the balance financial redress amount of \$21,143,000.00;

**Bed of Lake Atiamuri** means the land as described in Part 5 of the Attachments;

**business day** means a day that is not:

- (a) a Saturday or a Sunday;
- (b) Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign's Birthday, or Labour Day;
- (c) a day in the period commencing with 25 December in any year and ending with 15 January in the following year; or
- (d) a day that is observed as the anniversary of the province of:
  - (i) Wellington; or
  - (ii) Auckland;

**CNI deed** means the Deed of Settlement of the Historical Claims of the CNI (Central North Island) Forests Iwi Collective to the Central North Island Forests Land dated 25 June 2008 as referred to in clause 1.9.2;

**CNI on-account value** means \$28,857,000.00, being the amount deducted by the Crown from the financial redress amount as the Raukawa share of the financial redress provided pursuant to the CNI deed;

**CNI Settlement Act** means the Central North Island Forests Land Collective Settlement Act 2008;

**6: DEFINED TERMS**

**CNI settlement date** means 1 July 2009;

**Collective** has the meaning given to it in clause 1.9.1;

**commercial property** means each property described in part 3 of the property redress schedule;

**Commissioner of Crown Lands** has the same meaning as Commissioner in section 2 of the Land Act 1948;

**Commissioner of Inland Revenue** includes, where applicable, the Inland Revenue Department;

**consent authority** has the meaning given to it by section 2(1) of the Resource Management Act 1991;

**conservation area** has the meaning given to it by section 2(1) of the Conservation Act 1987;

**conservation board** means a board established under section 6L of the Conservation Act 1987;

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

**Crown forest land** has the meaning given to it by section 2(1) of the Crown Forest Assets Act 1989;

**Crown forestry assets** has the meaning given to it by section 2(1) of the Crown Forest Assets Act 1989;

**Crown forestry licence:**

- (a) has the meaning given to it by section 2(1) of the Crown Forest Assets Act 1989; and
- (b) in relation to licensed land, means the licence described in relation to that land in part 3 of the property redress schedule;

**Crown Forestry Rental Trust** means the trust established by the Crown forestry rental trust deed;

**Crown forestry rental trust deed** means the trust deed made on 30 April 1990 establishing the Crown Forestry Rental Trust under section 34(1) of the Crown Forest Assets Act 1989;

**Crown redress:**

- (a) means redress:
  - (i) provided by the Crown to the governance entity; or
  - (ii) vested by the settlement legislation in the governance entity that was, immediately prior to the vesting, owned by or vested in the Crown;
- (b) includes the right of the governance entity under the settlement documentation:
  - (i) to acquire a commercial property;

**6: DEFINED TERMS**

- (ii) to acquire a deferred selection property; and
- (iii) of right of first refusal in relation to RFR land;
- (c) includes any part of the Crown redress; and
- (d) does not include:
  - (i) an obligation of the Crown under the settlement documentation to transfer a commercial property, a deferred selection property or RFR land; or
  - (ii) a commercial property, a deferred selection property or RFR land;

**cultural early release property** means each property described in part 10 of the property redress schedule;

**cultural redress** means the redress provided by or under:

- (a) clauses 5.1 to 5.34, excluding clauses 5.4 and 5.30; and
- (b) the settlement legislation giving effect to any of those clauses;

**cultural redress property** means each property described in paragraph 8.1 of the legislative matters schedule;

**cultural transfer terms** means the terms of transfer in relation to the cultural early release properties to be entered into by the trustees of the Raukawa Settlement Trust and:

- (a) the Chief Executive of LINZ for the property known as Tirau Street site;
- (b) the Commissioner of Crown Lands for the property known as Domain Road; and
- (c) the person directed by the Minister in accordance with section 10A of the New Zealand Railways Corporation Act 1981 for the property known as Bridge Street site;

**date of this deed** means the date this deed is signed by the parties;

**deed of recognition** means each deed of recognition in the documents schedule;

**deed of settlement** and **deed** means the main body of this deed, the schedules, and the attachments;

**deed plan** means a deed plan in the attachments;

**deferred selection period** means the time period commencing from the settlement date within which the governance entity may exercise its right of deferred selection in relation to each deferred selection property, and as specified for each property under the heading "Deferred selection period" in the tables set out in part 5 of the property redress schedule;

**deferred selection property** means each property described in the table in part 5 of the property redress schedule;

**RAUKAWA DEED OF SETTLEMENT  
GENERAL MATTERS SCHEDULE**

---

**6: DEFINED TERMS**

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

**documents schedule** means the documents schedule to this deed;

**draft settlement bill** means the draft settlement bill proposed for introduction under clause 7.1;

**effective date** means the date that is six months after the settlement date;

**eligible member of Raukawa** means a member of Raukawa who on 20 October 2011 was:

- (a) aged 18 years or over; and
- (b) registered on the register of members of Raukawa kept by the governance entity for the purpose of voting on:
  - (i) the ratification, and signing, of this deed;
  - (ii) the approval of the governance entity to receive the redress;

**encumbrance**, in relation to a property, means a lease, tenancy, licence, licence to occupy, easement, covenant, or other right or obligation, affecting that property;

**Environment Court** means the court referred to in section 247 of the Resource Management Act 1991;

**financial and commercial redress** means the redress provided by or under:

- (a) clauses 6.1 to 6.17; and
- (b) the settlement legislation giving effect to any of those clauses;

**financial redress amount** means \$50,533,000.00 referred to in clauses 6.1 and 6.2 and being the sum of the balance financial redress amount of \$21,143,000.00, the cash payment of \$533,000.00 and the CNI on-account value of \$28,857,000.00;

**general matters schedule** means this schedule;

**geothermal resource** means the geothermal energy and geothermal water within each geothermal field indicated on deed plan OTS-113-32 but does not include the Horohoro geothermal field or any geothermal water or geothermal energy above the ground on the land that is not owned by the Crown;

**geothermal statutory acknowledgement** means the acknowledgement made by the Crown in the settlement legislation in relation to the geothermal resource on the terms set out in part 6 of the legislative matters schedule;

**governance entity** means the trustees for the time being of the Raukawa Settlement Trust, in their capacity as trustees of the trust;

**GST:**

- (a) means goods and services tax chargeable under the Goods and Services Tax Act 1985; and
- (b) includes, for the purposes of part 3 of this schedule, any interest or penalty payable in respect of, or on account of, the late or non-payment of GST;

**6: DEFINED TERMS**

**Hauraki Collective** means together, the following iwi: Ngāi Tai ki Tāmaki, Ngāti Hako, Ngāti Hei, Ngāti Maru, Ngāti Pāoa, Ngāti Porou ki Hauraki, Ngāti Pūkenga, Ngāti Rahiri Tumutumu, Ngāti Tamaterā, Ngāti Tara Tokanui, Ngāti Whanaunga and Te Patukirikiri;

**historical claim proceedings** means an historical claim made in any court, tribunal, or other judicial body;

**historical CNI forest land claims** means the claims settled under the CNI Settlement Act;

**historical claims** has the meaning given to it by clauses 8.2 to 8.4;

**income tax** means income tax imposed under the Income Tax Act 2007 and includes, for the purposes of part 3 of this schedule, any interest or penalty payable in respect of, or on account of, the late or non-payment of income tax;

**indemnity demand** means a demand made by the governance entity to the Crown under part 3 of this schedule for an indemnity payment;

**indemnity payment** means a payment made by the Crown to the governance entity under part 3 of this schedule;

**land holding agency** means, in relation to:

- (a) Whakakahonui and Whakamaru Hydro Village site, LINZ; and
- (b) the cultural early release properties, a person authorised by the Ministry of Justice; and
- (c) each other cultural redress property, a person authorised by the Department of Conservation; and
- (d) a purchased commercial property, or a purchased deferred selection property, the agency specified opposite that property in parts 3 and 5 of the property redress schedule;

**legislative matters schedule** means the legislative matters schedule to this deed;

**licensed land:**

- (a) means the land described in part 3 of the property redress schedule as licensed land; but
- (b) excludes:
  - (i) all trees growing, standing, or lying on the land; and
  - (ii) all improvements that have been acquired by a purchaser of trees on the land or made, after the acquisition of the trees by the purchaser, or by the licensee;

**LINZ** means Land Information New Zealand;

**main body of this deed** means all of this deed, other than the schedules and attachments;

**mandated signatories** means the individuals identified as the mandated signatories by clause 8.9.1;



**6: DEFINED TERMS**

**Maniapoto** means the iwi of Maniapoto;

**Maniapoto entity** means the Maniapoto Maori Trust Board;

**member of Raukawa** means an individual referred to in clause 8.5;

**Mighty River** means Mighty River Power Limited;

**Minister** means a Minister of the Crown;

**month** means a calendar month;

**New Zealand Conservation Authority** means the authority established under section 6A of the Conservation Act 1987;

**New Zealand Historic Places Trust** means the trust referred to in section 38 of the Historic Places Act 1993;

**notice** means a notice given under part 4 of this schedule, or any other applicable provisions of this deed, and **notify** has a corresponding meaning;

**operating easement** means the easement in gross to store water and to install and operate hydro electricity works in favour of Mighty River Power created by Deed of Grant of Easement 8672068.1, held in Computer Freehold Register 544115 in relation to that part of the cultural redress property known as Pureora being part Section 3 SO 326126, and shall include any variations or replacements of such easement;

**overlay classification** has the meaning set out in clauses 5.1 and 5.2;

**party** means each of the following:

- (a) Raukawa;
- (b) the governance entity; and
- (c) the Crown;

**payment date** means a date within five (5) business days from and after the date of this deed;

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

**property redress schedule** means the property redress schedule to this deed;

**protection principles** means the protection principles in the documents schedule;

**purchased commercial property** means each commercial property in relation to which the governance entity and the Crown are to be treated under paragraph 4.4 of the property redress schedule as having entered into an agreement for its sale and purchase;

**purchased deferred selection property** means each deferred selection property in relation to which the governance entity and the Crown are to be treated under paragraph 6.4 of the property redress schedule as having entered into an agreement for its sale and purchase;

**Raukawa** has the meaning given to it by clause 8.5;

**6: DEFINED TERMS**

**Raukawa Settlement Trust** means the trust known by that name and established by a trust deed dated 17 October 2009 and signed by:

- (a) Andrew William Paul;
- (b) Kataraina Hodge;
- (c) Thomas Tomairangi Smith;
- (d) Anzacquelene (Rangitiata) Hodge;
- (e) George Whakatoī Rangitūtia; and
- (f) Miriata Te Hiko;

**Raukawa values** means the statement of Raukawa values;

**redress** means:

- (a) the acknowledgement and the apology made by the Crown under clauses 3.1 to 3.17;
- (b) the cultural redress; and
- (c) the financial and commercial redress;

**rental proceeds** has the meaning given to it by the Crown forestry rental trust deed;

**representative entity** means:

- (a) the governance entity; and
- (b) a person (including any trustee or trustees) acting for or on behalf of:
  - (i) the collective group referred to in clause 8.5.1;
  - (ii) any one or more members of Raukawa; or
  - (iii) any one or more of the whānau, hū, or groups of individuals referred to in clause 8.5.3;

**reserve site** means:

- (a) each of the following cultural redress properties:
  - (i) Whenua ā-kura;
  - (ii) Pureora;
  - (iii) Whakamaru (Site A);
  - (iv) Whakamaru (Site B);
  - (v) Korakonui; and
- (b) Tokoroa Golf Club site referred to in table one of part 5 of the property redress schedule;

**resource consent** has the meaning given to it by section 2(1) of the Resource Management Act 1991;

**6: DEFINED TERMS**

**resumptive memorial** means a memorial entered on a certificate of title or computer register under any of the following sections:

- (a) 27A of the State-Owned Enterprises Act 1986;
- (b) 211 of the Education Act 1989; or
- (c) 38 of the New Zealand Railways Corporation Restructuring Act 1990;

**RFR land** is the land described in the attachments to this deed and has the meaning given to it in paragraph 13.1.7 of the legislative matters schedule;

**schedules** means the schedules to this deed, being the general matters schedule, the property redress schedule, the documents schedule and the legislative matters schedule;

**school site** means a deferred selection property in respect of which the land holding agency is the Ministry of Education;

**settlement** means the settlement of the historical claims under this deed and the settlement legislation;

**settlement date** means the date that is 20 business days after the date on which the settlement legislation comes into force;

**settlement document** means a document entered into by the Crown to give effect to this deed;

**settlement documentation** means this deed and the settlement legislation;

**settlement legislation** means, if the bill proposed by the Crown for introduction to the House of Representatives under clause 7.1 is passed, the resulting Act;

**statement of association** means each statement of association in the documents schedule;

**statement of Raukawa values** means, in relation to each overlay classification site, the statement:

- (a) made by Raukawa of their values relating to their cultural, spiritual, historical, and traditional association with the site; and
- (b) that is in the form set out in part 1 of the documents schedule at the settlement date;

**statutory acknowledgment** means the acknowledgement to be made by the Crown in the settlement legislation as provided for in part 6 of the legislative matters schedule;

**tax** includes income tax and GST;

**taxable activity** has the meaning given to it by section 6 of the Goods and Services Tax Act 1985;

**taxable supply** has the meaning given to it by section 2 of the Goods and Services Tax Act 1985;

**tax indemnity** means an indemnity given by the Crown under part 3 of this schedule;

**terms of negotiation** means the terms of negotiation referred to in clause 1.7;

**6: DEFINED TERMS**

**Treaty of Waitangi** means the Treaty of Waitangi as set out in schedule 1 to the Treaty of Waitangi Act 1975;

**trustees** means the trustees from time to time of the Raukawa Settlement Trust; and

**unlicensed land** means the land described in table 1 of part 5 of the property redress schedule as unlicensed land;

**vesting**, in relation to a cultural redress property, means its vesting under the settlement legislation;

**Waitangi Tribunal** means the tribunal established by section 4 of the Treaty of Waitangi Act 1975; and

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

## 7 INTERPRETATION

- 7.1 This part applies to this deed's interpretation, unless the context requires a different interpretation.
- 7.2 Headings do not affect the interpretation.
- 7.3 A term defined by:
- 7.3.1 this deed has the meaning given to it by this deed; and
  - 7.3.2 the legislative matters schedule, but not by this deed, has the meaning given to it in that schedule, where used in this deed.
- 7.4 All parts of speech, and grammatical forms, of a defined term have corresponding meanings.
- 7.5 The singular includes the plural and vice versa.
- 7.6 One gender includes the other genders.
- 7.7 Any monetary amount is in New Zealand currency.
- 7.8 Time is New Zealand time.
- 7.9 Something, that must or may be done on a day that is not a business day, must or may be done on the next business day.
- 7.10 A period of time specified as:
- 7.10.1 beginning on, at, or with a specified day, act, or event includes that day or the day of the act or event;
  - 7.10.2 beginning from or after a specified day, act, or event does not include that day or the day of the act or event;
  - 7.10.3 ending by, on, at, with, or not later than, a specified day, act, or event includes that day or the day of the act or event;
  - 7.10.4 ending before a specified day, act or event does not include that day or the day of the act or event; or
  - 7.10.5 continuing to or until a specified day, act, or event includes that day or the day of the act or event.
- 7.11 A reference to:
- 7.11.1 a part or parts of a schedule, are a reference to each part under a numbered heading;
  - 7.11.2 an agreement or document, including this deed or a document in the documents schedule, means that agreement or that document as amended, novated or replaced;
  - 7.11.3 legislation, including the settlement legislation, means that legislation as amended, consolidated or substituted;
  - 7.11.4 a party includes a permitted successor of that party; and

- 7.11.5 a particular Minister includes any Minister who, under the authority of a warrant or with the authority of the Prime Minister, is responsible for the relevant matter.
- 7.12 An agreement by two or more persons binds them jointly and severally.
- 7.13 If the Crown must endeavour to do something or achieve some result, the Crown:
- 7.13.1 must use reasonable endeavours to do that thing or achieve that result; but
- 7.13.2 is not required to propose for introduction to the House of Representatives any legislation, unless expressly required by this deed.
- 7.14 Provisions in:
- 7.14.1 the main body of this deed are referred to as clauses;
- 7.14.2 the property redress, the general matters schedules and the legislative matters schedule are referred to as paragraphs;
- 7.14.3 the documents in the documents schedule are referred to as paragraphs; and
- 7.14.4 the draft settlement bill are referred to as sections.
- 7.15 If there is a conflict between a provision that is in the main body of this deed and a provision in a schedule or an attachment, the provision in the main body of the deed prevails.
- 7.16 The deed plans in the attachments that are referred to in the overlay classification, the statutory acknowledgement and the geothermal statutory acknowledgement provisions indicate the general locations of the relevant sites and areas but not their precise boundaries.
- 7.17 The deed plans in the attachments that show the cultural redress properties indicate the general locations of the relevant properties but are for information purposes only and do not show their precise boundaries. The legal descriptions for cultural redress properties are set out in part 18 of the legislative matters schedule.

**RAUKAWA**

**and**

**RAUKAWA SETTLEMENT TRUST**

**and**

**THE CROWN**

---

**DEED OF SETTLEMENT OF  
DOCUMENTS**

---

**TABLE OF CONTENTS**

|             |   |            |
|-------------|---|------------|
| <b>1.</b>   | <b>OVERLAY CLASSIFICATIONS</b>  | <b>2</b>   |
| <b>1.1</b>  | <b>OVERLAY CLASSIFICATION CREATED FOR WHAREPŪHUNGA</b>  | <b>3</b>   |
| <b>1.2</b>  | <b>OVERLAY CLASSIFICATION CREATED FOR PUREORA O KAHU</b>  | <b>6</b>   |
| <b>2.</b>   | <b>STATEMENTS OF ASSOCIATION</b>  | <b>9</b>   |
| <b>2.1</b>  | <b>STATEMENT OF ASSOCIATION FOR TE KOHERA - KAWAKAWA BAY</b>  | <b>11</b>  |
| <b>2.2</b>  | <b>STATEMENT OF ASSOCIATION FOR TITIRAUPENGA</b>  | <b>13</b>  |
| <b>2.3</b>  | <b>STATEMENT OF ASSOCIATION FOR ARAHIWI SCENIC RESERVE</b>  | <b>15</b>  |
| <b>2.4</b>  | <b>STATEMENT OF ASSOCIATION FOR WAIHOU RIVER MARGINAL STRIP</b>   | <b>17</b>  |
| <b>2.5</b>  | <b>STATEMENT OF ASSOCIATION FOR ARAPUNI SCENIC RESERVE</b>  | <b>19</b>  |
| <b>2.6</b>  | <b>STATEMENT OF ASSOCIATION FOR PART OF KAIMAI-MAMAKU CONSERVATION<br/>PARK</b>   | <b>21</b>  |
| <b>2.7</b>  | <b>STATEMENT OF ASSOCIATION FOR PART OF PUREORA CONSERVATION PARK</b>   | <b>24</b>  |
| <b>2.8</b>  | <b>STATEMENT OF ASSOCIATION FOR KAAHU SCENIC RESERVE</b>  | <b>27</b>  |
| <b>2.9</b>  | <b>STATEMENT OF ASSOCIATION FOR THE GEOTHERMAL RESOURCE</b>   | <b>29</b>  |
| <b>2.10</b> | <b>STATEMENT OF ASSOCIATION FOR THE RIVERS AND TRIBUTARIES</b>  | <b>32</b>  |
| <b>2.11</b> | <b>STATEMENT OF ASSOCIATION FOR THE LAKES</b>   | <b>36</b>  |
| <b>3.</b>   | <b>DEEDS OF RECOGNITION</b>   | <b>40</b>  |
| <b>3.1</b>  | <b>DEED OF RECOGNITION FROM THE CROWN ACTING BY THE MINISTER OF<br/>CONSERVATION AND DIRECTOR GENERAL OF CONSERVATION</b> | <b>41</b>  |
| <b>3.2</b>  | <b>DEED OF RECOGNITION FROM THE COMMISSIONER OF CROWN LANDS</b>   | <b>48</b>  |
| <b>4.</b>   | <b>ENCUMBRANCES</b>   | <b>54</b>  |
| <b>4.1</b>  | <b>EASEMENT TYPE A</b>  | <b>55</b>  |
| <b>4.2</b>  | <b>EASEMENT TYPE B</b>  | <b>66</b>  |
| <b>4.3</b>  | <b>TE TUKI RIGHT OF WAY EASEMENT</b>  | <b>74</b>  |
| <b>4.4</b>  | <b>DOMAIN ROAD PROPERTY RIGHT TO CONVEY WATER</b>   | <b>79</b>  |
| <b>5.</b>   | <b>LEASE FORMS</b>  | <b>83</b>  |
| <b>5.1</b>  | <b>NEW ZEALAND POLICE LEASE</b>   | <b>84</b>  |
| <b>5.2</b>  | <b>MINISTRY OF EDUCATION LEASE</b>  | <b>109</b> |
| <b>5.3</b>  | <b>MINISTRY OF JUSTICE LEASE</b>  | <b>127</b> |
| <b>5.4</b>  | <b>DEPARTMENT OF CORRECTIONS LEASE</b>  | <b>151</b> |
| <b>6.</b>   | <b>DEED OF COVENANT</b>   | <b>173</b> |



---

**1. OVERLAY CLASSIFICATIONS**

---

---

**1.1 OVERLAY CLASSIFICATION CREATED FOR WHAREPŪHUNGA**

---

**Clause 5.1**

**1.1: OVERLAY CLASSIFICATION CREATED FOR WHAREPŪHUNGA**

**1. DESCRIPTION OF AREA**

1.1 Wharepūhunga (as shown on deed plan OTS-113-16);

**2. PREAMBLE**

2.1 Pursuant to section [ ] of the [Settlement Legislation] (clause 5.1 of the deed), the Crown acknowledges the statement by Raukawa of their cultural, spiritual, historic and/or traditional values relating to Wharepūhunga, as set out below.

**3. RAUKAWA VALUES**

3.1 Wharepūhunga is a sacred maunga for a number of Raukawa hapū located to the west of the Waikato River opposite the Matanuku block. The name Wharepūhunga is used to denote the sacred maunga as well as the land block within which it lies. The name Wharepūhunga is also used today to identify one of the pou whenua of Raukawa.

3.2 Wharepūhunga was named by Rakatāura, the tohunga of the Tainui waka and ancestor of Raukawa. Following his arrival in Aotearoa, Rakatāura and his wife Kahukeke, daughter of Hoturoa, travelled inland naming places that they came upon. At Wharepūhunga, Kahukeke fell ill and consequently Rakatāura built a house for his wife to recover. Pūhunga means, 'to place on one side or lay up'; hence the name Te-Wharepūhunga-o-Kahu was given to this site.

3.3 Centuries later during the time of Tāwhao, in order to quell the growing tensions between his sons Whatihua and Tūrongo, Tāwhao divided his lands and gifted Wharepūhunga (referring to the rohe but included the maunga found within it) to his son Tūrongo. Tūrongo settled at Rangīātea with his wife and children, including Raukawa.

3.4 Raukawa was raised and lived in the lands of his father, including Wharepūhunga. The children of Raukawa were also raised at Wharepūhunga and other places. His son, Takihiku established his pā, Tuataikawa, in the Wharepūhunga rohe.

3.5 On the northern slopes of the maunga, Wharepūhunga, between the Waipari River and Mangakomua Stream is Tututawa, an ancient pā with an extensive urupā. Tututawa and nearby settlements were populated by a number of Raukawa hapū including Ngāti Takihiku, Ngāti Ngaamo, Ngāti Kiri and Ngāti Hineone.

3.6 Raukawa maintained ongoing occupation at Wharepūhunga from the fifteenth century through to the present day. During the nineteenth century, it was used as a refuge by Raukawa hapū during times of war, particularly at the time of the retreat from Orakau in 1864.

**4. PROTECTION PRINCIPLES**

4.1 The following Protection Principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of, Raukawa values related to Wharepūhunga:

- (a) protection of wāhi tapu, indigenous flora and fauna and the wider environment within Wharepūhunga;

**1.1: OVERLAY CLASSIFICATION CREATED FOR WHAREPŪHUNGA**

- (b) recognition of the mana, kaitiakitanga and tikanga of the descendants with regard to Wharepūhunga;
- (c) respect for Raukawa tikanga within Wharepūhunga;
- (d) encouragement of respect for the association of Raukawa with Wharepūhunga;
- (e) accurate portrayal of the association of Raukawa with Wharepūhunga; and
- (f) recognition of the relationship of Raukawa with the wāhi tapu and wāhi whakahirahira.

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

5.1 Pursuant to clause 5.1.5 of the deed, the Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the protection principles:

- (a) Department of Conservation staff, contractors, conservation board members, concessionaires and the public will be provided with information about Raukawa values and the existence of the overlay classification and will be encouraged to respect the association Raukawa have with Wharepūhunga;
- (b) the Department of Conservation will work with Raukawa on the design and location of new signs to discourage inappropriate behaviour, including fossicking, the modification of wāhi tapu sites and disturbance of other taonga;
- (c) the public will be informed that the removal of all rubbish and wastes from Wharepūhunga is required;
- (d) Raukawa' association with Wharepūhunga will be accurately portrayed in all new Department of Conservation information and educational material;
- (e) the Raukawa Settlement Trust will be consulted regarding the provision of all new Department of Conservation public information or educational material, and the Department of Conservation will only use Raukawa' cultural information with the consent of the Raukawa Settlement Trust;
- (f) significant earthworks and disturbances of soil and/or vegetation will be avoided wherever possible;
- (g) where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, the Raukawa Settlement Trust will be consulted and particular regard will be had to their views, including those relating to kōiwi (human remains) and archaeological sites; and
- (h) any kōiwi (human remains) or other taonga found or uncovered by the Department of Conservation will be left untouched and the [governance entity] informed as soon as possible to enable Raukawa to deal with the kōiwi or taonga in accordance with their tikanga,
- (i) subject to any procedures required by law.

---

**1.2 OVERLAY CLASSIFICATION CREATED FOR PUREORA O KAHU**

---

**Clause 5.1**

**1.2: OVERLAY CLASSIFICATION CREATED FOR PUREORA O KAHU**

**1. DESCRIPTION OF AREA**

1.1 Pureora o Kahueke (as shown on deed plan OTS-113-15);

**2. PREAMBLE**

2.1 Pursuant to section [ ] of the [Settlement Legislation] (clause 5.1 of the deed), the Crown acknowledges the statement by Raukawa of their cultural, spiritual, historic and/or traditional values relating to Pureora o Kahu, as set out below.

**3. RAUKAWA VALUES**

3.1 The maunga, Pureora o Kahukeke (commonly referred to as Pureora o Kahu), is an iconic site of significance for Raukawa and includes many areas and sites that are highly revered by Raukawa. The distinctive pyramidal shape covered in forests, complements its neighbouring mountain, Titiraupenga.

3.2 According to Raukawa traditions, Pureora o Kahu was named by Rakatāura, the tohunga of the Tainui waka and ancestor of Raukawa. Following his arrival in Aotearoa, Rakatāura and his wife Kahukeke, the daughter of Hoturoa, travelled into the central North Island naming places that they came upon. It was at Wharepūhunga, that Kahukeke fell ill and consequently Rakatāura built a house for her to rest in. Rakatāura climbed a mountain where he performed a purification ritual in order to heal his wife. He was successful and his wife recovered at Wharepūhunga. He named the mountain that he performed the purification ritual on Te Pureora-o-Kahukeke, in recognition of that event.

3.3 Raukawa traditions state that Rakatāura also deposited at Pureora o Kahu one of the 'mauri stones' brought from Hawaiki to Aotearoa. This stone was a talisman used to attract birds into an area. From that day forward, Pureora o Kahu became one of several famed bird snaring areas used by Raukawa hapū to hunt kēreru, tui and other native birds.

3.4 Pureora o Kahu was therefore a valuable source of birds for Raukawa hapū, at a place called Te Waipohatu, which is on the western side of the maunga, was a waitahere manu (bird snaring apparatus), also called Te Waipohatu. On the southern side of the maunga stood the bird snaring tree, Te Tarapa that was used by Raukawa hapu and others living in the area.

3.5 Pureora o Kahu also contains numerous waterways and mahinga kai of significance to Raukawa. Waterways such as Kākāhō, Pūrākaukerea and the Puketapu streams were sources of food for Raukawa that supplied tuna (eels), koura (freshwater crayfish) and kokopū (freshwater fish) as well as their daily water supply. Some of these waterways were also used as healing waters; one in particular was the Kākāhō stream.

3.6 Hapū associated with Pureora o Kahu include Ngāti Te Kohera, Ngāti Wairangi, and Ngāti Hā among others.

**4. PROTECTION PRINCIPLES**

4.1 The following Protection Principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of, Raukawa' values related to Pureora o Kahu;

**1.2: OVERLAY CLASSIFICATION CREATED FOR PUREORA O KAHU**

- (a) protection of wāhi tapu, indigenous flora and fauna and the wider environment within Pureora o Kahu;
- (b) recognition of the mana, kaitiakitanga and tikanga of the descendants with regard to Pureora o Kahu;
- (c) respect for Raukawa tikanga within Pureora o Kahu;
- (d) encouragement of respect for the association of Raukawa with Pureora o Kahu;
- (e) accurate portrayal of the association of Raukawa with Pureora o Kahu; and
- (f) recognition of the relationship of Raukawa with the wāhi tapu and wāhi whakahirahira.

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

5.1 Pursuant to clause 5.1.5 of the deed, the Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the protection principles:

- (a) Department of Conservation staff, contractors, conservation board members, concessionaires and the public will be provided with information about Raukawa values and the existence of the overlay classification and will be encouraged to respect the association Raukawa have with Pureora o Kahu;
- (b) the Department of Conservation will work with Raukawa on the design and location of new signs to discourage inappropriate behaviour, including fossicking, the modification of wāhi tapu sites and disturbance of other taonga;
- (c) the public will be informed that the removal of all rubbish and wastes from Pureora o Kahu is required;
- (d) Raukawa' association with Pureora o Kahu will be accurately portrayed in all new Department of Conservation information and educational material;
- (e) the Raukawa Settlement Trust will be consulted regarding the provision of all new Department of Conservation public information or educational material, and the Department of Conservation will only use Raukawa cultural information with the consent of the Raukawa Settlement Trust;
- (f) significant earthworks and disturbances of soil and/or vegetation will be avoided wherever possible;
- (g) where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, the Raukawa Settlement Trust will be consulted and particular regard will be had to their views, including those relating to kōiwi (human remains) and archaeological sites; and
- (h) any kōiwi (human remains) or other taonga found or uncovered by the Department of Conservation will be left untouched and the Raukawa Settlement Trust informed as soon as possible to enable Raukawa to deal with the kōiwi or taonga in accordance with their tikanga,
- (i) subject to any procedures required by law.

---

**2. STATEMENTS OF ASSOCIATION**

---



**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

---

**2: STATEMENTS OF ASSOCIATION**

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

---

**2.1 STATEMENT OF ASSOCIATION FOR TE KOHERA - KAWAKAWA BAY**

---

**Clause 5.3**

**2.1: STATEMENT OF ASSOCIATION FOR TE KOHERA - KAWAKAWA BAY**

Raukawa have a long association to Te Kohera - Kawakawa Bay and the surrounding area stemming back to the time when the grandchildren of Raukawa drew resources from the bay. In capturing the lands, Raukawa fought five key battles. These battles were in retaliation to offences against Raukawa committed by other iwi. It was as a result of the death of Te Atainutai and a subsequent battle between Raukawa and a neighbouring iwi, that Raukawa ancestors continued to occupy the lands at Kawakawa.

The Raukawa ancestor, Te Kohera, resided at Kawakawa. The son of Te Kohera, Pakaketaiari, also lived at Kawakawa. The eldest child of Pakaketaiari was Te Rangipumamao who lived at Kawakawa and as an adult was tragically killed by a falling tree there. The fourth child of Pakaketaiari, Ngamotu also lived at Kawakawa and his subsequent descendants continued to occupy Kawakawa and other pā including Tutakamoana, Te Korae, Poutangotango and other places. Today, the whare tūpuna at Mokai Marae is named Pakaketaiari and Ngāti Te Kohera is a well known hapū of the northern Taupō region.

The Raukawa chief, Hitiri Te Paerata, a descendant of Ngamotu, was also born in a cave at Kawakawa.

---

**2.2 STATEMENT OF ASSOCIATION FOR TITIRAUPENGA**

---

**Clause 5.3**

The maunga, Titiraupenga, is an iconic part of the Raukawa landscape. Its uniquely distinctive shape dominates the surrounding scenery.

Titiraupenga was a famed bird mountain with large stocks of kereru, kākā and other native birds. During the early nineteenth century, the renowned leader, Te Momo of Ngāti Te Kohera, conducted bird snaring rituals at Titiraupenga and according to tradition, a whare wānanga was also established at Titiraupenga. In a pātere composed by Ngawaero, she tells the story of the rich and abundant birdlife of Titiraupenga and makes reference to Te Momo erecting the pou known as Papa o Te Raro a talisman he used to attract the birdlife.

There were many Raukawa kainga at Titiraupenga including Te Kākāho and Arataki and kokowai caves above Waione.

Ngāti Hā, a hapū of Raukawa (also sometimes referred to under the collective name, Te Tini a Parekāwa in the Native Land Courts), populated the area around Titiraupenga together with other Raukawa hapū, namely Ngāti Moekino, Ngāti Whāita and Ngāti Wairangi-Parewhete.

To the side of Titiraupenga was the large Raukawa settlement of Kaiwhā. For many Raukawa hapū today, Titiraupenga is recognised as their ancestral mountain and is visible from Raukawa marae.

---

**2.3 STATEMENT OF ASSOCIATION FOR ARAHIWI SCENIC RESERVE**

---

**Clause 5.3**

**2.3: STATEMENT OF ASSOCIATION FOR ARAHIWI SCENIC RESERVE**

Raukawa have a long association with the Pātetere area and the resources within the Arahiwi Scenic reserve.

The region became known as Te Kaokaoroa-o-Pātetere, literally meaning the long outstretched armpit of Pātetere. Pātetere was a fifth generation descendant of Raukawa.

The descendants of Raukawa continued to live in the Pātetere region. The Arahiwi Scenic Reserve is within the rohe of the hapū of Ngāti Ahuru, a Raukawa hapū, who built a pā nearby including the ancient pā at Hamaria and Takahua.

The Arahiwi Scenic Reserve has been used by the people of the Raukawa marae at Ngātira and Whakaaratamaiti.

---

**2.4 STATEMENT OF ASSOCIATION FOR WAIHOU RIVER MARGINAL STRIP**

---

**Clause 5.3**



**2.4: STATEMENT OF ASSOCIATION FOR WAIHOU RIVER MARGINAL STRIP**

Located on the banks of the Waihou Awa, Raukawa have a long association to area within vicinity of the Waihou marginal strip. The Waihou River supplied water and resources to four Raukawa marae namely Ngātira, Whakaaratamaiti, Tapapa and Ruapeka marae, and the river was important to hapū of Raukawa due to its proximity to the Waihou Springs (Blue Springs), the waters of which flow into the Waihou River. The spring was an important resource for the Raukawa hapū of Ngāti Āhuru, Ngāti Tukorehe, Ngāti Te Rangi and others as it was located centrally between the marae and access to the spring and the river was shared.

---

**2.5 STATEMENT OF ASSOCIATION FOR ARAPUNI SCENIC RESERVE**

---

**Clause 5.3**

**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

---

**2.5: STATEMENT OF ASSOCIATION FOR ARAPUNI SCENIC RESERVE**

The Arapuni Scenic Reserve lies within an important bird snaring area for Raukawa. Located on the banks of the Waikato River, the area also enabled easy access to the Waikato Awa and provided for the physical and spiritual sustenance of the Raukawa people.

The Raukawa ancestor, Tehe, a fourth generation descendant of Wairangi, built his pā at Te Tuki and settled the area. South of Te Tuki was the ancient pā, Kotaramu that was populated by the descendants of Takihiku who travelled to Te Tuki to snare birds.

---

**2.6 STATEMENT OF ASSOCIATION FOR PART OF KAIMAI-MAMAKU  
CONSERVATION PARK**

---

**Clause 5.3**

2.6: STATEMENT OF ASSOCIATION FOR PART OF KAIMAI-MAMAKU CONSERVATION PARK

The area known as the Kaimai-Mamaku Ranges (which falls within the conservation park of the same name) played a significant role in the establishment of the iwi of Raukawa. The Kaimai-Mamaku Ranges covers a large tract of land stretching from the Hauraki Golf in the north to the Mamaku Ranges in the south. The Raukawa association with the Kaimai-Mamaku Ranges extends from Te Wairere in the north through to the Mamaku forests in the south.

Raukawa have had an association to the Kaimai-Mamaku Ranges from the time of Tūrongo and Māhina-a-rangi through to the present day. When Māhina-a-rangi was with child, Tūrongo desired for his child to be born in his lands. Consequently, he returned to Rangiatea to prepare a home for his new bride and child. Māhina-a-rangi was to later follow. Whilst heavy with child, Māhina-a-rangi and her entourage journeyed from the east coast to be with Tūrongo. Raukawa tradition notes that her journey took her by way of Wairoa, Huirau, Ruatahuna, Te Whaiti, Waitapu and Rotorua, then onwards to the Kaimai Ranges where she gave birth to her child. The boy was named Raukawa in commemoration of the perfume she wore to attract her husband, Tūrongo. The birthplace of Raukawa is found in the modern-day Kaimai-Mamaku Conservation Park and is known as Whenua ā-kura.

Ngāti Āhuru, a hapū of Raukawa, credits the naming of the Kaimai Range to the ancestors, Āhuru and his brother. As grown men, the two brothers came by way of Mount Kakaramea to Rotorua and then on to the Kaimai Ranges. Here the two men were hungry so Āhuru gathered berries. Upon his return to his brother, he stretched forth his hands and offered the food to him saying 'Kaimai' which translates as 'Let us eat'.

Throughout the generations, hapū of Raukawa have occupied and moved all around the area. There were pā and settlement sites such as Weraroa, Kaitorenui, Kuranui and Te Rake, as well as urupā (burial site) at Hengaroa, Kotare and Ngamotu and many other sites throughout the ranges. Bird snaring places such as Nga-Manu-a-Tamarau and Kakahuiti are also located within the ranges and considered to be sites of significance to the hapū of Ngāti Mōtai. Further, the Mangatotara and Āhuru streams supplied pātuna (eels) as well as the water supply for the local whānau and hapū.

In the Wairere area, a significant battle was fought between Raukawa and another iwi in the 1830s resulting in the death of a daughter of a leader of the other iwi. Following this fight and a subsequent battle, peace was arranged between the iwi with a boundary being established at Te Wairere with the agreement of both iwi

During times of war the Kaimai-Mamaku Ranges provided a safe haven for Raukawa. Many Raukawa pā sites were established as hideouts in the Kaimai Ranges.

Raukawa hapū also maintained a strong association with the Mamaku Forest Plateau. Within the Mamaku Plateau stands the maunga, Hautere which was named after the Raukawa ancestress born five generations after Raukawa. Hautere is the ancestral mountain of the Ngāti Āhuru and is well remembered in Raukawa oral tradition. According to Raukawa kaumātua, Hautere maunga provided the people with an abundance of food and in times of war, was used to trap unsuspecting enemy in deep pits found scattered around the maunga.

Pātetere was a brother of Hautere and is the ancestor that the area Te Kaokaoroa-o-Pātetere was named after. The tūpuna Pātetere and Hautere are well remembered in song, pepehā and are depicted in the carvings that adorn the meeting house at Ngātira marae.

2.6: STATEMENT OF ASSOCIATION FOR PART OF KAIMAI-MAMAKU CONSERVATION PARK

At the foot of the Paepae Whakarei Hills is the source of the Waihou River that wends its way out to the Hauraki Gulf. The Waihou River is an important feature to many Raukawa hapū who relied upon the clear fresh waters. The source is called 'Te Matapuna o Waihou' and is found near the settlement of Hamaria. In Raukawa traditions, King Tāwhiao would often visit the settlement at Hamaria. Raukawa kaumātua today still recall hunting for pig as they made their way through Hamaria, Puke Manuka, Takahua and Mangatapu.

The Mamaku plateau is unique in terms of its geological history and formation and thus it has provided the hapū of Raukawa with a unique and very special garden and food basket. The waterways were a highway for hapū of Raukawa as trading routes with other iwi for a long period of time. Along the banks of the waterways were strategically placed defendable pā sites such as Takahua, Tikitiki, Kakahuiti and Hiwiroa.

The healing waters of the Opuiake, Kahatahi and Oraka are also sites of significance to Raukawa. In terms of the geological history of the plateau, the underground water supply is in its purest of form, Rhyolite (proven to be over 1000 years old at Te Waihou spring), and feeds the ground waterways such as the Pokaiwhenua, Whakauru, Matarawa, Oraka, Waimakariri and Mangatapu rivers.

Today, the Kaimai-Mamaku Ranges have deep associations for a number of Raukawa hapū including Ngāti Mōtai, Ngāti Āhuru, Ngāti Mahana, Ngāti Te Apunga, Ngāti Tukorehe, Ngāti Kirihihi and Ngāti Wehiwehi. There are five Raukawa affiliated marae that continue to maintain a presence in the Kaimai-Mamaku Ranges - Ūkaipō, Rengarenga, Te Omeka, Tangata and Ngatira. Many traditional tracks throughout the ranges continued to be used by descendants of Raukawa today and the conservation park is still a rich source of plants for food and medicine.

**Te Kohera - Kawakawa Bay.** Raukawa have a long association to Kawakawa Bay stemming back to the time of the grandchildren of Raukawa. Te Kohera resided at Kawakawa. The son of Te Kohera, Pakaketaiari, also lived at Kawakawa. Pakaketaiari's eldest child was Te Rangipumamao who lived at Kawakawa and as an adult was tragically killed by a falling tree there. Pakaketaiari's fourth child, Ngamotu, and his descendants, also lived at Kawakawa and other pā.

The Raukawa chief, Hitiri Te Paerata, a descendant of Ngamotu, was also born in a cave at Kawakawa.

---

**2.7 STATEMENT OF ASSOCIATION FOR PART OF PUREORA CONSERVATION  
PARK**

---

**Clause 5.3**

**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

---

**2.7: STATEMENT OF ASSOCIATION FOR PART OF PUREORA CONSERVATION PARK**

The Pureora Conservation Park covers a considerable area within the south-western portion of the Raukawa rohe and includes many areas and sites that are highly revered by Raukawa. The Pureora Conservation Park stretches across parts of a number of land blocks. These blocks include Maraeroa, Tihoi, Pouakani, Wharepūhunga and Rangitoto.

The maunga, Pureora, is in itself an iconic site of significance for Raukawa. Its distinctive pyramidal shape is covered in forests. In Raukawa tradition, Pureora was named by Rakatāura, the tohunga of the Tainui waka and ancestor of Raukawa. Following his arrival in Aotearoa, Rakatāura and his wife Kahukeke, the daughter of Hoturoa, travelled into the central North Island naming places that they came upon. It was at Wharepūhunga, Kahukeke fell ill and consequently Rakatāura built a house for her to rest. Rakatāura climbed a mountain where he performed a purification ritual in order to heal his wife. He was successful and his wife recovered at Wharepūhunga. He named the mountain that he prayed on Te Pureora-o-Kahu, in recognition of that event. Te Whakakākahō o Kahukeke was also named by Rakatāura as the collection site of sticks that were used to build the whare (hut/house) that Kahukeke laid in while she was recuperating from her illness. Unfortunately, Kahukeke did not fully recover from her illness and her journey was short lived. Stricken by the death of his beloved wife, Rakatāura named the place in memorial of her death, Puke o Kahu.

Raukawa traditions state that Rakatāura also deposited at Pureora one of the 'mauri stones' brought from Hawaiki to Aotearoa. This stone was a talisman used to attract birds into an area. From that day forward, Pureora became one of several famed bird snaring areas used by Raukawa hapū to hunt Kēreru and other native birds.

Pureora was a valuable source of food for Raukawa hapū, particularly the wide variety of birds and other plant life including 'pereī', similar to kumara but tubular in appearance. According to Raukawa tradition, a great feast was held in commemoration of the marriage between Te Rangipumaomao and a woman from a neighbouring iwi.

The food for this wedding was gathered from Pureora and Kaiperei.

Pureora also contains numerous waterways and mahinga kai of significance to Raukawa. The waterways of Huruhurumāku were so named due to the tupuna, Hā dropping his taiaha in the waters and the feathers that adorned the taiaha getting wet. Other waterways such as Kākāhō, Pūrākaukerea and the Puketapu streams were sources for Raukawa of food such as tuna (eels) and koura (freshwater crayfish) as well as the daily water supply. The waterways were also used for healing.

Pureora is also renowned for having an abundant supply of poaka (pigs). According to some kaumātua, this area was vastly hunted to supply meat to many of the pā in the Te Pae-o-Raukawa rohe (area). Large mahingā kai (gardens) were grown around the pā to help supply food for the people and their manuwhiri (visitors), especially when the occasion was for a tangihanga (funeral).

Many hapū were associated with the Pureora area including Ngāti Te Kohera, Ngāti Wairangi and Ngāti Hā. There are also many sites associated with specific hapū of Raukawa within the Pureora area. According to oral traditions of Ngāti Te Kohera, it was at the settlement and defensive pā of Tutakamoana that the chief, Te Hoariri, was renamed Te Paerata due to his gallant achievements in battle. Te Paerata was to later lead the successful defence of Tutakamoana against marauding forces.



**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

---

**2.7: STATEMENT OF ASSOCIATION FOR PART OF PUREORA CONSERVATION PARK**

The conservation park also falls within part of the Tīhoi block. In that area, Raukawa history records that following the murder of Te Atainutai, his grandson sought revenge. Consequently, he joined with Whitipatoto of Raukawa from Wharepūhanga and together they marched on the iwi that had killed Te Atainutai. As a result of his offensive march through the Pureora forest, Whitipatoto named the area now known as Tīhoi.

By the time Christianity came into the Pureora region in the nineteenth century, Raukawa hapū continued to reside upon lands around Pureora including Puketoro, a kāinga and bird snaring place, Putakoura, a kāinga and potato plantation and Puketapu where food was stored in a cave. Te Ahiahi-a-te-maraeua, a lagoon and kainga situated near Pureora, was a further bird snaring place used by Raukawa.

---

**2.8 STATEMENT OF ASSOCIATION FOR KAAHU SCENIC RESERVE**

---

**Clause 5.3**

**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

---

**2.8: STATEMENT OF ASSOCIATION FOR KAAHU SCENIC RESERVE**

Raukawa have a long association to the area of the Kaahu Scenic Reserve dating back to the arrival of the Tainui waka.

Following his arrival in Aotearoa, Rakatāura, tohunga of the Tainui waka and ancestor of Raukawa, and his wife Kahukeke travelled inland from Kāwhia into the central North Island naming places that they came upon. When they arrived in Whakamaru, Rakatāura and Kahukeke settled in the area and built an ancient shelter at Kaahu mountain. Rakatāura named the mountain, Kaahu, in commemoration of his wife.

Raukawa hapū continued to occupy the area including Ngāti Whāita, Ngāti Wairangi, Ngāti Upokoiti, Ngāti Moekino and Ngāti Hā. The area provided the hapū with access to the Waikato Awa and the resources that they could draw from its waters.

---

**2.9 STATEMENT OF ASSOCIATION FOR THE GEOTHERMAL RESOURCE**

---

**Clause 5.3**

**2.9: STATEMENT OF ASSOCIATION FOR THE GEOTHERMAL RESOURCE**

Raukawa have an association with the geothermal resources within their area of association, including at Okauia, Taihoa, Okoroire, Horohoro, Mangakino, Atiamuri, Whakamaru, Ongaroto. Raukawa acknowledge that other iwi have interests in these geothermal fields.

The people of Raukawa regard geothermal resources as taonga, handed down through the generations. Raukawa also consider geothermal resources to have a mauri in their own right and that mauri is connected to the condition of the site. Raukawa regard themselves as a kaitiaki of this taonga.

Historically and through to the present day, geothermal resources have been used in a variety of ways. Hot pools were used for cooking and the hot ground was used for cooking holes and ovens. Hot pools were also used for bathing and the mud was used in a medicinal manner to treat ailments such as infections and muscular conditions. Other geothermal areas were wāhi tapu: some places were recognised as places for healing and cleansing after battle, others were used as burial places.

The Raukawa association with geothermal resources stems from the arrival of the Tainui waka to Aotearoa, and the explorations of the Tainui ancestors, Rakatāura and Kahukeke through the current-day Raukawa rohe. In Raukawa traditions, these ancestors named many important sites on and around the geothermal resources.

**Okauia Geothermal SA**

Okauia Springs were and continue to be well-used by Raukawa people and other iwi due to the springs' healing qualities, especially for rheumatism. There are springs on either bank of the Waihou River and across the river is Papahuia, the other main group of springs.

A key site at Okauia Springs is Te Ramaroa located at Papahuia. Te Ramaroa was used by the people of Tangata marae and other iwi for healing mauriui (illnesses), and addressing general aches and pains of the body. According to legend, Te Ramaroa was named after a waka. The waka was crewed by a rangatira and his wife who ignored a warning not to go into the area. As a result they turned to stone and it is said that a perpetual fire remains under the bow of the waka.

**Taihoa Geothermal SA**

The significance of the Taihoa geothermal site for Raukawa stems back to the generation of Māhina-a-rangi. Having successfully given birth to her son Raukawa, tradition says that Māhina-a-rangi then bathed in the warm waters of the hot pool now known as Taihoa

The name of this pool was referred to as "Te Waitikihanga a Māhina-a-rangi". Since that time, the people of Tangata marae and other iwi have utilised the hot pools at Taihoa to heal aches and pains.

**Okoroire Geothermal SA**

Raukawa have a long association with the Okoroire Geothermal area. The springs at Okoroire were used by Raukawa hapū living in Te Kaokaoroa o Pātetere including Ngāti Tukorehe and Ngāti Te Rangi, Ngāti Mōtai and Ngāti Āhuru as healing pools to ease aches and pains and alleviate rheumatism. By 1889 the hot springs were world renowned.

2.9: STATEMENT OF ASSOCIATION FOR THE GEOTHERMAL RESOURCE

**Raukawa Association to Whakamaru, Ongaroto and Horohoro SA**

**Whakamaru Geothermal SA**

The Raukawa association to the Whakamaru Geothermal SA stems back to the generation of Rakatāura, the tohunga of the Tainui waka, and his wife Kahukeke. According to Raukawa tradition, the Whakamaru area was named by Rakatāura for Kahukeke. Kahukeke was an artisan with flax and when she and her husband arrived in the area, he built her a shelter from which she could work. He named the area Te Whakamarumarutanga-o-Kahukeke.

Since that time hapū such as Ngāti Wairangi and Ngāti Whāita have resided at Whakamaru. Along the banks of the Waikato River was an ancient settlement named Waimahana which straddled both banks of the Waikato River. This was a settlement of Ngāti Whāita and Ngāti Wairangi. This settlement took its name from the geothermal riches of the area (literally, “warm water”), and was famed as a mahinga kai for kumara which grew plentifully here due to the warmth created through geothermal activity. Also nearby is the hot springs of Motumatai in the Waipapa River.

**Ongaroto Geothermal SA**

Raukawa has a long association with Ongaroto stemming back to the ancestors Whāita and Wairangi, Raukawa’s grandchildren, and continuing to the present day. These ancestors were among those who settled the area and their descendants continued to live on the land. Standing at Ongaroto is the marae known as Ongaroto Pā. The name of the whareniui is Whāita named after the eponymous ancestor.

Ongaroto is located on the right bank of the Waikato River and the hapū used the geothermal springs in conjunction with the cooler waters of the Waikato to ease muscular aches and pains. On occasion some of the ngāwhā were used to slowly cook food.

**Horohoro Geothermal SA**

Raukawa has a long association with the Horohoro area stemming a back to the time of the ancestors Whāita and Wairangi. The Horohoro bluffs are a significant geographical marker for the iwi.

Ngāti Huri and Ngāti Wairangi have longstanding connections to the Horohoro area. Historically, Ngāti Wairangi maintained cultivations at Horohoro and they continue to maintain a connection to Horohoro through their employment as foresters or in other pursuits such as pig hunting in the area.

According to Raukawa tradition, the hot pool at Horohoro was named Pupumahana and was used for washing garments, bathing and as a healing spa. This use of the pool is still practiced today.

Over the past 30 years Raukawa kaumātua have identified many sites of significance in the Horohoro region including burial sites and rock art.

---

**2.10 STATEMENT OF ASSOCIATION FOR THE RIVERS AND TRIBUTARIES**

---

**Clause 5.3**

**2.10: STATEMENT OF ASSOCIATION FOR THE RIVERS AND TRIBUTARIES**

**Waikato, Waihou and Pūniu Awa and Tributaries**

The Waikato, Waihou and Pūniu Awa and tributaries are the veins carrying the lifeblood of Papatūānuku. If events or activities affect the awa, they in turn affect Papatūānuku. The awa hold mana in their own right (spiritual authority and power, or a right to exist in a pristine state for intrinsic reasons) and its life essence or life force is the mauri of the awa. Each awa carries the life force for the Raukawa people; that which affects the awa, affects the people.

The Raukawa association to the Waikato, Waihou and Pūniu Awa stems back to the time of the arrival of the Tainui waka to Aotearoa. The Tainui ancestors, Rakatāura and Kahukeke were the first people to settle in the western interior of the central North Island and were responsible for naming significant landmarks.

**Waikato Awa and Tributaries**

Raukawa have a special relationship with the Waikato Awa and its tributaries. This includes the seven hydro lakes being Karapiro, Arapuni, Waipapa, Maraetai, Whakamaru, Atiamuri and Ohakuri.

Thirteen generations after the arrival of the Tainui ancestors, Rakatāura and Kahukeke, Raukawa established their interests in the Waikato Awa from the Huka Falls to Tiki o Ihingarangi. Since that time Raukawa hapū have maintained their ahikāroa.

For over 600 years, Raukawa have held that the mauri of the Waikato Awa and the mauri of Raukawa are inextricably linked. The Waikato Awa is a taonga to Raukawa. It is a whole and indivisible entity that flows from Ruapehu to Te Puaha o Waikato (the mouth) and includes its water, banks, beds (and all minerals under them), and its streams, waterways, tributaries, lakes, aquatic life, vegetation, flood plains, wetlands, islands, springs, water column, geothermal aspects, airspace and substratum as well as its metaphysical elements.

Within the region which the awa flows, the relationship that Raukawa have with the awa is paramount. It includes the enhancement of tribal mana but also gives rise to the responsibilities to protect the awa, its mana and mauri. These responsibilities are woven within the customary assertion of mana whakahaere, which is encompassed within long established kawa and tikanga.

Raukawa continue to exercise customary rights and kaitiakitanga in relation to the Waikato Awa within the Raukawa rohe. In accordance with the principles of ahikāroa, Raukawa marae, hapū and whānau still reside next to and live every day with the Waikato Awa. The awa has provided a source of spiritual, cultural, social and physical sustenance for the Raukawa people and, in turn, the role of kaitiaki embraces respect and an inter-generational responsibility.

**Waihou River**

Raukawa have an association with the Waihou Awa and its tributaries, and in particular, the source of the Waihou and the Waihou Springs. Raukawa acknowledge that other iwi share interests in parts of the Waihou River and its tributaries.

Thirteen generations after the arrival of the Tainui ancestors, Rakatāura and Kahukeke, the ancestor, Raukawa, was born and spent his first days in the region of the Waihou Awa. The grandchildren of Raukawa returned to this region to defeat another iwi. Since that time Raukawa hapū have maintained their ahikāroa.



**2.10: STATEMENT OF ASSOCIATION FOR THE RIVERS AND TRIBUTARIES**

For over 600 years, Raukawa have held that the mauri of the Waihou Awa and the mauri of Raukawa are inextricably linked. The Waihou Awa is a taonga to Raukawa. It is a whole and indivisible entity that flows from the punawai (source) of the Waihou to the Blue Springs near Putaruru to Te Puaha o Waihou (the mouth) and includes its water, banks, beds (and all minerals under them), and its streams, waterways, tributaries, lakes, aquatic life, vegetation, flood plains, wetlands, islands, springs, water column, geothermal aspects, airspace and substratum as well as its metaphysical elements.

As tangata whenua within a region which the awa flows, the relationship that Raukawa have with the awa is paramount. It includes the enhancement of tribal mana but also gives rise to the responsibilities to protect the awa, its mana and mauri. These responsibilities are woven within the customary assertion of mana whakahaere, which is encompassed within long established kawa and tikanga.

Raukawa continue to exercise customary rights and assert the rights and responsibilities of kaitiakitanga in relation to the Waihou Awa within the Raukawa rohe. The awa has provided a source of spiritual, cultural, social and physical sustenance for the Raukawa people and, in turn, the role of kaitiaki embraces respect and an inter-generational responsibility. Raukawa consider the Waihou Awa to be a boundary marker remembered in the pepeha 'Mai te Wairere ki Maungatautari'

In accordance with the principles of ahikāroa, many Raukawa marae and hapū were located near the Waihou Awa. To the west of the Waihou Springs stand the Ngāti Ahuru marae of Ngātira and Whakaaratamaiti. Also in this area are the remnants of ancient marae and wahi tapu, including Hamareha which is also known as Hamaria where the source of the Waihou Awa is found. To the east of the Waihou Awa stand the Ngāti Tūkorehe and Ngāti Te Rangi marae of Ruapeka and Tāpapa, Ūkaipō marae of Ngāti Kirihihi and Ngāti Wehiwehi and Tangata marae. Also in this area once stood the Ngāti Tūkorehe pā of Tokopikowhakahau. To the south of the Waihou stands the Ngāti Mōtai and Ngāti Te Apunga marae of Paparaamu. Also in this area is the old pā of Wairereaurangi and an eel weir called Ruatu, which was used by the hapū of Ngāti Mōtai, Ngāti Tūkorehe, and Ngāti Kirihihi.

There are also particular sites of significance associated with the Waihou Awa that are of inestimable importance to Raukawa people. The swamp, Te Mana-o-Kahu, which forms part of the Waihou Awa, was named by Rakatāura following the death of his wife, Kahukeke. One of the four famous niu pole, Te Niu o Tuwharakarara, is located to the north of the Waihou Springs in a village sustained by the spring waters. The Mangaowheo stream, a tributary of the Waihou, includes the Ruataupuku falls, and the eel weir at Kopuaroa. At Te Maire and Iwituaroa on the Waihou River, there were more eel weirs. Other tributaries of the Waihou River including the streams of Waiteariki and Manganui also supplied hapū with tuna (eels) and koura (freshwater crayfish) as well as their daily drinking water supply.

### **Pūniu River**

Raukawa have a special relationship with the Pūniu Awa and its tributaries, particularly that part of the awa located in the Wharepūhanga Block. This includes the source of the Pūniu and tributaries such as Owairaka.

The history of the Tainui ancestors, Rakatāura and Kahukeke in the Wharepūhanga region, where the Pūniu Awa flows, is particularly rich. It was in this region that Kahukeke fell ill. Rakataura consequently built a house for her to rest in and climbed a mountain where he performed a purification ritual to heal her. He was successful and his wife recovered. From this time forward, this region has been known as Wharepūhanga.

**2.10: STATEMENT OF ASSOCIATION FOR THE RIVERS AND TRIBUTARIES**

Thirteen generations later, Raukawa returned to this region and defeated another iwi. Since that time Raukawa hapū have maintained their ahikāroa. In particular, Whakatere, a son of Raukawa, had numerous descendants settle on the lands around the Pūniu at Wharepūhunga. Significant pā were built near the river, including Puketarata, Totorewa, Pataokatoka, Tangimanaia and Pamotumotu.

For over 600 years, Raukawa have held that the mauri of the Pūniu Awa and the mauri of Raukawa are inextricably linked. The Pūniu Awa is a taonga to Raukawa. It is a whole and indivisible entity that flows from the punawai (source) of the Pūniu to Te Puaha o Pūniu (the mouth) and includes its water, banks, beds (and all minerals under them), and its streams, waterways, tributaries, lakes, aquatic life, vegetation, flood plains, wetlands, islands, springs, water column, geothermal aspects, airspace and substratum as well as its metaphysical elements.

As tangata whenua within a region which the awa flows, the relationship that Raukawa have with the awa is paramount. It includes the enhancement of tribal mana but also gives rise to the responsibilities to protect the awa, its mana and mauri. These responsibilities are woven within the customary assertion of mana whakahaere, which is encompassed within long established kawa and tikanga.

Raukawa continue to exercise customary rights and the responsibilities of kaitiakitanga in relation to the Pūniu Awa within the Raukawa rohe. The awa has provided a source of spiritual, cultural, social, and physical sustenance for the Raukawa people, and in turn, the role of kaitiaki embraces respect and an inter-generational responsibility.

In accordance with the principles of ahikāroa, many Raukawa marae and hapū are still located near the Pūniu Awa, including the Ngāti Puehutore marae of Whakamārama, the Ngāti Takihiku marae of Rāwhitiroa which sits at the confluence of the Owairaka stream and Pūniu Awa, the Ngāti Kiriupokoiti marae of Aotearoa and the Ngāti Werakoko marae of Parawera.

The Pūniu Awa provided important physical and spiritual sustenance to particular sites that are of inestimable importance to the Raukawa iwi:

- Te Horanga pā is located south of Kihikihi on the north bank of the Pūniu Awa. This site is significant as a pā taken by Raukawa in battle.
- Whakapirimata pā is located on the north bank of the Pūniu Awa near St Leger Road and not far from Te Horanga. This pā was built by Whāita after Raukawa settled in the area.
- Pane-o-Whaita is located on the north bank of the Pūniu Awa near Whakapirimata pā. This is where Whāita was buried.
- Several significant ancient pā of Ngāti Whakatere drew from/relied on the Pūniu Awa, including Puketarata (found to the north of the Mangaorongo Stream and south of Kakepuku), Totorewa (near the confluence of the Waipa River and Mangaorongo Stream), Patokatoka (near Mihimihi further up the Mangarongo Stream) and Tangimania and Pamotumotu (on a ridge west of the Mangatutu Stream).
- The pā site at Orakau is located near the Pūniu Awa. Orakau is a very significant site for Raukawa as this is where Raukawa lost many of their leading chiefs in the war with the Crown forces in 1864. The battle of Orakau is still commemorated by Raukawa iwi today.

---

**2.11 STATEMENT OF ASSOCIATION FOR THE LAKES**

---

**Clause 5.3**

**2.11: STATEMENT OF ASSOCIATION FOR THE LAKES**

### **Waikato Awa Hydro Lakes**

The Raukawa association to the Waikato Awa hydro lakes is based on their association with the awa itself. This stems back to the time of the arrival of the Tainui ancestors, Rakatāura and Kahukeke who were the first people to settle in the western interior of the central North Island and were responsible for naming significant landmarks. Subsequent Raukawa descendants took up occupation beside the Waikato Awa and Raukawa hapū continue to maintain their ahikaroa in the area that is now the Waikato hydro lakes.

When the Waikato Awa was raised during the twentieth century for hydro power generation, the resultant flooding spread across land that was important to Raukawa and submerged important historical and cultural sites. The Raukawa association with the areas that have subsequently become hydro lakes is detailed below.

Raukawa has a very long association with the land now on the bed of the seven hydro lakes within the Raukawa rohe (being Karapiro, Arapuni, Waipapa, Maraetai, Whakamaru, Atiamuri and Ohakuri). This association stems back to the time of the arrival of the Tainui waka to Aotearoa.

### **Lake Karapiro**

Following the birth of Raukawa, Māhina-a-rangi continued her journey until she arrived at the Waikato Awa. At the time, it would have been too difficult to cross the river at Arapuni as the rapids were located there. Instead at a place now known as Horahora, (near present day Karapiro), Māhina-a-rangi crossed the river and continued on her journey to her husband. Horahora was named after the action of Māhina-a-rangi laying out the wet clothes of her baby to dry.

Three generations after Tūrongo and Māhina-a-rangi, the first grandchild of Raukawa was born. His name was Te Ihingarangi and he was the eldest son of Rereahu, the eldest son of Raukawa. Problems arose between Te Ihingarangi and his younger brother Maniapoto. During the ensuing fight, Maniapoto deposed his elder brother and Te Ihingarangi moved from his homeland and built a pā at Karapiro. According to Raukawa tradition, Karapiro was the stronghold of Te Ihingarangi.

The stretch of water at Karapiro was known in ancient times as Horotiu.

Before the dam was built, the awa at Karapiro supplied the people of Raukawa with tuna (eels), koura (freshwater crayfish) and kokopu (freshwater fish). It was a source of physical and spiritual wellbeing.

The Raukawa hapū of Ngāt Huri, Ngāti Tukorehe, Ngāti Mōtai, and Ngāti Te Apunga maintain a presence at Karapiro. These hapū built marae within the area and cultivated the lands.

### **Lake Arapuni**

A number of Raukawa hapū lived in the Arapuni area including Ngāti Tamatehura, Ngāti Kapu, Ngāti Ngārongo, Ngāti Huri, Ngāti Hineone, and Ngāti Mutu. These hapū had pā, urupā, and cultivations in this area. In terms of Ngāti Mutu, their eponymous ancestor was a fifth generation descendant from Raukawa and it is said he met his untimely death when he drowned in the Arapuni rapids.

**2.11: STATEMENT OF ASSOCIATION FOR THE LAKES**

Arapuni was also a well known spot for eel fishing despite the presence of tumultuous rapids. Some of the names of these sites along the Arapuni stretch of the river are Te Takangaongaoko a kainga belonging to Ngāti Tukorehe, Huihuitaha stream (a eel source for many hapū), Te Ana Kaitangata, Mangare, Puketotara, Pawaiti and Hapenui. Hapenui was one of the first pā to fall to the combined forces of Whāita, Tamatehura, Wairangi, Upokoiti and Pipito. These sites are regarded as highly significant to the many hapū of Raukawa.

Also near Arapuni is the ancient pā site of Piraunui (previously known as Motu Kākāpō). Piraunui was a pā taken from another iwi by the Raukawa forces led by Whāita. During the attack, because speed was of the essence, Raukawa threw their opponents from the cliff top and left the bodies of their enemy to rot at the escarpment floor below, hence the name Piraunui.

In the early 1800s, some Raukawa hapū in the Maungatautari area migrated to Kāpiti while others like Ngāti Huri remained on the lands at Arapuni and do so today. The marae at Te Mātiti, although no longer used, still remains. The name of the whare was Te Maioha o Maihi Te Ngaru.

At Pikitū stands the Ngāti Huri marae. The name of the whare is Huri in commemoration of their eponymous ancestor. The people from Pikitū marae continue to interact with the Waikato Awa at Arapuni. They were able to excavate from the lake bed, artefacts from a sunken village. These artefacts included an old waka that is now safely housed in a whare taonga on the marae.

### **Lake Waipapa**

Waipapa is a kāinga site and was one of the traditional Raukawa boundary markers. The hapū of Ngāti Wairangi, Ngāti Moe, Ngāti Parekāwa, and Ngāti Te Kohera lived in the area. They had cultivations, and set eel pā in the river. East of Waipapa are the swamps Waikura and Hamotea where Raukawa hapū collected raupō for roofing in shelters. Waipapa is also particularly significant as it is the location at which the taniwha, Rangikakake resides.

Te Atainutai, the son of the conqueror, Upokoiti settled the area at Waipapa.

Today the hapū of Ngāti Whāita, Ngāti Wairangi, Ngāti Poroaha and Ngāti Hā maintain a presence in the Waipapa area. The Ngāti Whāita pā at Ongaroto is located approximately 26km east of Waipapa dam.

### **Lake Maraetai**

The hapū that descended from Upokoiti, Wairangi and Whāita, who conquered the area, lived within the Maraetai area, namely, Ngāti Whāita, Ngāti Poroaha (who are also identified as Ngāti Poroahi). The tupuna, Poroaha is a descendant of Rereahu, the first born child of Raukawa. His daughter, Te Akamorunga married the tupuna, Huri who descends from Whakatere, the second child of Raukawa.

Ngāti Whāita had cultivations on the land that is now Lake Maraetai at Wairere, Opukera, Motuhauhi, Taiamoe and Te Ruahoko. There was also a pā called Whakaheketaka, this is also where the dead were buried.

2.11: STATEMENT OF ASSOCIATION FOR THE LAKES

**Lake Whakamaru**

The hapū that lived in the Whakamaru area of the Waikato Awa were Ngāti Moekino, Ngāti Whāita and Ngāti Wairangi-Parewhete.

Whakamaru is a shortening of the name Te Whakamarumarutanga o Kahukeke. This was named by the ancestor Rakatāura, for his wife Kahukeke (the daughter of Hoturoa, chief of the Tainui waka) as this was where he built her a shelter in which she could continue her excellent and well known work with flax and kākāho.

There were many Raukawa kāinga near and at Whakamaru including Te Kākāho and Arataki and kokowai caves above Waione. Stretching across the Waikato Awa was the Ngāti Whāita/Ngāti Wairangi stronghold of Waimahana. This area was submerged by the creation of Lake Whakamaru.

When the dam was constructed in 1949 the people of Ongaroto pā were forced to quickly remove the bones of ancient tūpuna from their urupā. Not all the bones could be found.

**Lake Atiamuri**

Many hapū, including Ngāti Whāita, Ngāti Wairangi, Ngāti Moekino and Ngāti Hā maintained a presence in the Atiamuri area. These hapū built marae and cultivated the lands.

The river gave sustenance to the pā on the ancestral Raukawa maunga (mountain) Pohaturoa, which is located at Atiamuri. It was at Pohaturoa that Raukawa finally defeated another iwi and on top of Pohaturoa, the hapū Ngāti Whāita and later Ngāti Kikopiri occupied a pā. Tūpuna (ancestors) were also buried on Pohaturoa.

Situated on the right bank of the Waikato Awa, was a settlement of the hapū Ngāti Whāita and Ngāti Wairangi known as Niho-o-te-Kiore. A pā was built at Niho-o-te-Kiore belonging to Rongonui (the grandfather of Hitiri Te Paerata). Aniwaniwa was also a settlement on the banks of the Waikato in the Atiamuri area that was occupied by Ngāti Wairangi, Ngāti Te Kohera and Ngāti Whāita. As well, Waiaute was a cultivation in the Atiamuri area belonging to the hapū Ngāti Pakau and Ngāti Wairangi.

The Ngāti Whāita pā at Ongaroto is situated approximately 5 kilometres west of Atiamuri dam. It is the only pā still standing within the area. Another marae, Rongopai, was also built at Ongaroto but it no longer exists today. The people of Ongaroto pā continue to fish and recreationally use Atiamuri for swimming and for the collection of koura. Many Raukawa continue to live in Atiamuri village today.

**Lake Ohakuri**

Lake Ohakuri was formed between 1956 and 1961 over parts of the Tatua West and East blocks, Tutukau lands, Tauri block, and the Rotomahana-Parekarangi block. Many Raukawa hapū built marae within the area and cultivated the lands and Rautawhiri, Ohakuri, and Taewhanga were of particular significance. Hitiri Te Paerata, a leading Raukawa chief, had a kāinga at Ohakuri on the Tatua West block near the present day Ohakuri dam. Ohakuri was also a source of food for the hapū, especially tuna and koura. Today, Raukawa people hunt in the bush around Ohakuri Lake, fish and recreationally use the lake for camping and swimming.

---

**3. DEEDS OF RECOGNITION**

---

---

**3.1 DEED OF RECOGNITION FROM THE CROWN ACTING BY THE MINISTER OF  
CONSERVATION AND DIRECTOR GENERAL OF CONSERVATION**

---

**Clause 5.4.1**



**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

---

**3.1: DEED OF RECOGNITION FROM THE CROWN ACTING BY THE MINISTER OF CONSERVATION  
AND DIRECTOR GENERAL OF CONSERVATION**

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

**1. INTRODUCTION**

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

1.1.1 Raukawa (the **settling group**); and

1.1.2 Raukawa Settlement Trust (the **governance entity**).

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

2.1.2 Arahiwi Scenic Reserve (as shown on deed plan OTS-113-22);

2.1.3 Arapuni Scenic Reserve (as shown on deed plan OTS-113-04);

2.1.4 Kaahu Scenic Reserve (as shown on deed plan OTS-113-06);

2.1.5 Waihou River Marginal Strip (as shown on deed plan OTS-113-23);

2.1.6 Waikato River and its tributaries (as shown on deed plan OTS-113-20);

2.1.7 Waihou River and its tributaries (as shown on deed plan OTS-113-18);

2.1.8 Pūniu River and its tributaries (as shown on deed plan (OTS-113-19).

2.2 Those statements of association are:

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

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

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

**3 CONSULTATION**

3.1 The Minister of Conservation and the Director-General of Conservation must, if undertaking an activity specified in clause 3.2 in relation to a statutory area, consult and have regard to the views of the governance entity concerning the settling group's association with that statutory area as described in a statement of association.

3.2 Clause 3.1 applies to the following activities (the identified activities):

3.2.1 preparing a conservation management strategy, or a conservation management plan, under the Conservation Act 1987 or the Reserves Act 1977; or

**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

---

**3.1: DEED OF RECOGNITION FROM THE CROWN ACTING BY THE MINISTER OF CONSERVATION  
AND DIRECTOR GENERAL OF CONSERVATION**

- 3.2.2 preparing a national park management plan under the National Parks Act 1980; or
- 3.2.3 preparing a non-statutory plan, strategy, programme, or survey in relation to a statutory area that is not a river for any of the following purposes:
  - (a) to identify and protect wildlife or indigenous plants; or
  - (b) to eradicate pests, weeds, or introduced species; or
  - (c) to assess current and future visitor activities; or
  - (d) to identify the appropriate number and type of concessions; or
- 3.2.4 preparing a non-statutory plan, strategy, or programme to protect and manage a statutory area that is a river; or
- 3.2.5 locating or constructing structures, signs, or tracks.
- 3.3 The Minister and the Director-General of Conservation must, when consulting the governance entity under clause 3.1, provide the governance entity with sufficient information to make informed decisions.

**4. LIMITS**

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

**5. TERMINATION**

- 5.1 This deed terminates in respect of a statutory area, or part of it, if:
  - 5.1.1 the governance entity and the Minister of Conservation and Director-General of Conservation agree in writing; or
  - 5.1.2 the relevant area is disposed of by the Crown; or
  - 5.1.3 responsibility for the identified activities in relation to the relevant area is transferred from the Minister or the Director-General of Conservation to another Minister and/or Crown official.
- 5.2 If this deed terminates under clause 5.1.3 in relation to an area, the Crown will take reasonable steps to ensure the governance entity continues to have input into any

**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

---

**3.1: DEED OF RECOGNITION FROM THE CROWN ACTING BY THE MINISTER OF CONSERVATION  
AND DIRECTOR GENERAL OF CONSERVATION**

identified activities in relation to the area with the new Minister and/or Crown official responsible for that activity.

**6. NOTICES**

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

Area Manager,  
Department of Conservation,  
[address].

**7. AMENDMENT**

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

**8. NO ASSIGNMENT**

- 8.1 The governance entity may not assign its rights or obligations under this deed.

**9. DEFINITIONS**

- 9.1 In this deed:

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

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

**deed of settlement** means the deed of settlement dated 2 June 2012 between the settling group, the governance entity and the Crown;

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

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

**identified activity** means each of the activities specified in clause 3.2;

**Minister** means the Minister of Conservation;

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

**settling group** and Raukawa Settlement Trust have the meaning given to them by the deed of settlement;

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

**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

---

**3.1: DEED OF RECOGNITION FROM THE CROWN ACTING BY THE MINISTER OF CONSERVATION  
AND DIRECTOR GENERAL OF CONSERVATION**

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

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

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

**10. INTERPRETATION**

10.1 The provisions of this clause 10 apply to this deed's interpretation unless the context requires otherwise.

10.2 Headings do not affect the interpretation.

10.3 Terms defined by:

10.3.1 this deed have those meanings; and

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

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

10.5 The singular includes the plural and vice versa.

10.6 One gender includes the other genders.

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

10.8 A reference to:

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

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

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

**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

---

**3.1: DEED OF RECOGNITION FROM THE CROWN ACTING BY THE MINISTER OF CONSERVATION  
AND DIRECTOR GENERAL OF CONSERVATION**

**SIGNED** as a deed on [*date*]

**SIGNED** for and on behalf of )  
**THE CROWN** by the )  
Minister of Conservation )  
in the presence of: ) \_\_\_\_\_

---

Signature of Witness

Witness Name:

Occupation:

Address:

**SIGNED** by the )  
Director-General of Conservation )  
in the presence of: ) \_\_\_\_\_

---

Signature of Witness

Witness Name:

Occupation:

Address:

RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

---

3.1: DEED OF RECOGNITION FROM THE CROWN ACTING BY THE MINISTER OF CONSERVATION  
AND DIRECTOR GENERAL OF CONSERVATION

**Schedule**

**Copies of Statements of Association**

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

**[statement of association]**

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

**[statement of association]**

---

**3.2 DEED OF RECOGNITION FROM THE COMMISSIONER OF CROWN LANDS**

---

**Clause 5.4.2**

3.2: DEED OF RECOGNITION FROM THE COMMISSIONER OF CROWN LANDS

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

**BACKGROUND**

- A. Raukawa and the Crown are parties to a deed of settlement (the **Deed of Settlement**) to settle the Historical Claims of Raukawa dated 2 June 2012.
- B. Under clause 5.7.2 of the Deed of Settlement, the governance entity and the Crown agreed (if the Deed of Settlement became unconditional) to enter into this Deed by or on the Settlement Date.
- C. The Raukawa Claims Settlement Act [ ] (the **Settlement Act**) has come into effect and the Deed of Settlement has become unconditional.

**IT IS AGREED** as follows:

**1. CROWN'S ACKNOWLEDGEMENT OF STATEMENTS OF ASSOCIATION WITH STATUTORY AREAS**

- 1.1 The Crown acknowledges, under section [ ] of the Settlement Act, the statements by Raukawa set out in this clause (the **statements of association**) of its cultural, spiritual, historical and traditional association with the statutory areas.

**Statements of Association**

- 1.2 [ ] (a narrative of the importance of the statutory areas)

- 1.3 **Waikato River** - The following statement of association by Raukawa applies to the area known as that part of the Waikato River as shown on deed plan OTS-113-20.

**Cultural, Spiritual Historic and Traditional Association of Raukawa with the Waikato River**

The Waikato River is the [ ].

- 1.4 **Waihou River** - The following statement of association by Raukawa applies to the area known as that part of the Waihou River as shown on deed plan OTS-113-18.

**Cultural, Spiritual, Historic and Traditional Association of Raukawa with the Waihou River**

The Waihou River is the [ ].

- 1.5 **Pūniu River** - The following statement of association by Raukawa applies to the area known as that part of the Pūniu River as shown on deed plan OTS-113-19.

**Cultural, Spiritual, Historic and Traditional Association of Raukawa with the Pūniu River**

The Pūniu River is the [ ].



**3.2: DEED OF RECOGNITION FROM THE COMMISSIONER OF CROWN LANDS**

**2. CONSULTATION BY THE COMMISSIONER OF CROWN LANDS WITH THE GOVERNANCE ENTITY IN RELATION TO CERTAIN STATUTORY AREAS**

- 2.1 The Commissioner of Crown Lands must, if he or she is undertaking an activity referred to in clause 2.2 in relation to a statutory area referred to in clause 2.3, consult and have regard to the views of the governance entity concerning the association of Raukawa with that statutory area as described in a statement of association.
- 2.2 Clause 2.1 applies to the following activities:
- 2.2.1 considering an application to the Crown for a right of use or occupation (including a renewal);
  - 2.2.2 preparing a plan, strategy or programme for protection and management;
  - 2.2.3 conducting a survey to identify the number and type of uses that may be appropriate; or
  - 2.2.4 preparing a programme to eradicate noxious flora and fauna.
- 2.3 Clause 2.1 applies to the following statutory areas:
- 2.3.1 the Waikato River and its tributaries as shown on OTS-113-20;
  - 2.3.2 the Waihou River and its tributaries as shown on OTS-113-18;
  - 2.3.3 the Pūniu River and its tributaries as shown on OTS-113-19;
  - 2.3.4 Lake Arapuni as shown on OTS-113-24;
  - 2.3.5 Lake Atiamuri as shown on OTS-113-28;
  - 2.3.6 Lake Karapiro as shown on OTS-113-30;
  - 2.3.7 Lake Maraetai as shown on OTS-113-26;
  - 2.3.8 Lake Ohakuri as shown coloured yellow on OTS-113-29;
  - 2.3.9 Lake Waipapa as shown on OTS-113-25; and
  - 2.3.10 Lake Whakamaru as shown on OTS-113-27.
- 2.4 The Commissioner of Crown Lands must, in order to enable the governance entity to give informed views when the Commissioner is consulting the governance entity under clause 2.1:
- 2.4.1 provide the governance entity with relevant information; and
  - 2.4.2 inform the governance entity of an application for a right of a use or occupation (including a renewal) in relation to a statutory area referred to in clause 2.3 (but the Commissioner of Crown Lands may withhold commercially sensitive information and material included within, or that relates to, that application).

3.2: DEED OF RECOGNITION FROM THE COMMISSIONER OF CROWN LANDS

**3. LIMITATIONS**

- 3.1 This deed relates only to those parts of the statutory area owned and managed by the Crown.
- 3.2 This deed does not, in relation to a statutory area:
- 3.2.1 require the Crown to undertake, increase or resume any activity of the kind referred to in clause 2.2; or
  - 3.2.2 preclude the Crown from not undertaking, or ceasing to undertake, any or all of the activities referred to in clause 2.2.
- 3.3 If this deed relates to a statutory area that is a river:
- 3.3.1 it relates only to:
    - (a) the bed of that river; and
    - (b) that part of the bed of the river (if any) that is:
      - (i) owned by the Crown; and
      - (ii) managed by the Crown;
  - 3.3.2 it does not relate to:
    - (a) the bed of an artificial watercourse;
    - (b) land that the waters of the river do not cover at its fullest flow without overlapping its banks; or
    - (c) the bed of a tributary flowing into that river; and
  - 3.3.3 in determining whether the Crown manages a river for the purposes of this clause, management exercised by a local authority under the Resource Management Act 1991 is not relevant.
- 3.4 Except as provided in clause 2.1, this deed:
- 3.4.1 does not affect, and may not be taken into account by, any person exercising a power or performing a function or duty under legislation or a bylaw;
  - 3.4.2 affect the lawful rights or interests of any person; or
  - 3.4.3 grant, create or provide evidence of an estate or interest in, or rights relating to, a statutory area.
- 3.5 This deed does not prevent the Crown from entering into a deed of recognition with a person or persons other than Raukawa in relation to a statutory area.

**3.2: DEED OF RECOGNITION FROM THE COMMISSIONER OF CROWN LANDS**

**4. TERMINATION**

- 4.1 This deed terminates in respect of a statutory area (or part of it) if:
- 4.1.1 the governance entity and the Commissioner of Crown Lands agree in writing that this deed is no longer appropriate for the area concerned;
  - 4.1.2 the area concerned is disposed of by the Crown; or
  - 4.1.3 the Commissioner of Crown Lands ceases to be responsible for the activities referred to in clause 2.2 in relation to or within the area concerned and they are transferred to another person or official within the Crown.
- 4.2 If this deed terminates in relation to an area under clause 4.1.3, the Crown will take reasonable steps to ensure the governance entity continues to have input into the activities referred to in clause 2.2 in relation to or within the area concerned through negotiation with the new person or official within the Crown that is responsible for those activities.

**5. NO ASSIGNMENT**

- 5.1 The governance entity may not assign its rights or obligations under this Deed.

**6. INTERPRETATION**

- 6.1 In this Deed, unless the context requires otherwise:

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

- 6.2 In this Deed, unless the context requires otherwise, the following terms have the meaning for that term given by the clause or Part of this Deed set opposite that term:

| <b>Term</b>               | <b>Defining Clause</b> |
|---------------------------|------------------------|
| Waikato River             | clause 5.4.2(a)        |
| Waihou River              | clause 5.4.2(b)        |
| Pūniu River               | clause 5.4.2(c)        |
| Lake Arapuni              | clause 5.4.2(d)(i)     |
| Lake Atiamuri             | clause 5.4.2(d)(ii)    |
| Lake Karapiro             | clause 5.4.2(d)(iii)   |
| Lake Maraetai             | clause 5.4.2(d)(iv)    |
| Lake Ohakuri              | clause 5.4.2(d)(v)     |
| Lake Waipapa              | clause 5.4.2(d)(vi)    |
| Lake Whakamaru            | clause 5.4.2(d)(vii)   |
| Statements of Association | clause 5.3             |

**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

---

**3.2: DEED OF RECOGNITION FROM THE COMMISSIONER OF CROWN LANDS**

- 6.3 In this deed, references to SO plans are included for the purpose of indicating the general location of a statutory area and do not establish the precise boundaries of a statutory area.
- 6.4 Unless the context requires otherwise:
- 6.4.1 terms or expressions defined in the Deed of Settlement have the same meanings in this deed; and
- 6.4.2 rules of interpretation in the Deed of Settlement also apply in this deed.
- 6.5 If there are any inconsistencies between this deed and the Deed of Settlement, the provisions of the Deed of Settlement will prevail.

**SIGNED** as a deed on \_\_\_\_\_20[ ]

---

**4. ENCUMBRANCES**

---

---

**4.1 EASEMENT TYPE A**

---

**Clause 6.5.2(a)**

RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

4.1: EASEMENT TYPE A

Easement Type - A

Approved by Registrar-General of Land under No. 2007/6225

**Easement instrument to grant easement or *profit à prendre*, or create land covenant**  
*Sections 90A and 90F, Land Transfer Act 1952*

Land registration district

BARCODE

Grantor

Surname must be underlined or in CAPITALS

[Name of \_\_\_\_\_ to be inserted]

Grantee

Surname must be underlined or in CAPITALS

**HER MAJESTY THE QUEEN** in right of New Zealand acting by and through the Minister of Conservation

**Grant of easement or *profit à prendre* or creation or covenant**

**The Grantor**, being the registered proprietor of the servient tenement(s) set out in Schedule A, **grants to the Grantee** (and, if so stated, in gross) the easement(s) or profit(s) à prendre set out in Schedule A, **or creates** the covenant(s) **set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**Attestation**

|                                       |   |
|---------------------------------------|---|
| Signature of [common seal] of Grantor | <b>Signed in my presence by the Grantor</b><br><br>_____<br><i>Signature of witness</i><br><i>Witness to complete in BLOCK letters (unless legibly printed)</i><br><b>Witness name</b><br><b>Occupation</b><br><b>Address</b> |
|---------------------------------------|---|

|                                       |   |
|---------------------------------------|---|
| Signature of [common seal] of Grantee | <b>Signed in my presence by the Grantee</b><br><br>_____<br><i>Signature of witness</i><br><i>Witness to complete in BLOCK letters (unless legibly printed)</i><br><b>Witness name</b><br><b>Occupation</b><br><b>Address</b> |
|---------------------------------------|---|

**Certified correct** for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Grantee

\*If the consent of any person is required for the grant, the specified consent form must be used.

REF: 7003 – AUCKLAND DISTRICT LAW SOCIETY

RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

4.1: EASEMENT TYPE A

Approved by Registrar-General of Land under No. 2007/6225

**Annexure Schedule 1**

Easement instrument

Dated

Page

of

Pages

**Schedule A**

*(Continue in additional Annexure Schedule if required.)*

| Purpose (nature and extent) of easement, <i>profit</i> , or covenant | Shown (plan reference) | Servient tenement (Identifier/CT) | Dominant tenement (Identifier/CT or in gross) |
|--|------------------------|-----------------------------------|---|
| Right of Way   | [to be inserted]       | [to be inserted]                  | In gross                                      |

*Delete phrases in [ ] and insert memorandum number as required.*

*Continue in additional Annexure Schedule if required.*

**Easement or *profits à prendre* rights and powers (including terms, covenants, and conditions)**

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Fifth Schedule of the Property Law Act 2007.

The implied rights and powers are **[varied]** ~~[negated]~~ ~~[added to]~~ or ~~[substituted]~~ by:

~~[Memorandum number \_\_\_\_\_, registered under section 155A of the Land Transfer Act 1952].~~

[the provisions set out in Annexure Schedule 2].

**Covenant provisions**

*Delete phrases in [ ] and insert memorandum number as required.*

*Continue in additional Annexure Schedule if required.*

The provisions applying to the specified covenants are those set out in:

[Memorandum number \_\_\_\_\_, registered under section 155A of the Land Transfer Act 1952].

[Annexure Schedule 2].

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



**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

**4.1: EASEMENT TYPE A**

Approved by Registrar-General of Land under No. 2003/5041  
Annexure Schedule

**Insert type of instrument**

Easement – Type A

Dated

Page

1

of

8

pages

*(Continue in additional Annexure Schedule, if required.)*

**1 DEFINITIONS AND CONSTRUCTION**

**1.1 Definitions:**

In this Easement Instrument, unless the context otherwise requires:

["**Crown Forestry Licence**"] means a Crown forestry licence granted under section 14 of the Crown Forest Assets Act 1989;

"**Crown Forestry Licensee**" means the Licensee under a Crown Forestry Licence over the Grantor's Land and includes the successors and assigns of the Crown Forestry Licensee;]

*[These definitions will be omitted if there is no Crown Forestry Licence at the time the easement is granted]*

"**Her Majesty the Queen** in right of New Zealand acting by and through the Minister of Conservation" includes the servants, tenants, agents, workmen, licensees and invitees of the Minister but does not include members of the general public.

**1.2 Construction**

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

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

1.2.2 references to clauses and the Schedule are to the clauses and the Schedule of this Easement Instrument;

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

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

**2 GRANT OF ACCESS RIGHTS**

2.1 The Grantor hereby grants to the Grantee a right of way in gross over that part of the Grantor's Land shown marked [Insert details] together with the rights and powers set out in Schedule Four of the Land Transfer Regulations 2002 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Easement instrument.

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

**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

**4.1: EASEMENT TYPE A**

Approved by Registrar-General of Land under No. 2003/5041  
**Annexure Schedule**

**Insert type of instrument**

Easement – Type A

Dated

Page

2

of

8

pages

*(Continue in additional Annexure Schedule, if required.)*

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

**3 OBLIGATIONS OF THE GRANTEE**

The rights and powers conferred under clause 2 are granted subject to the following conditions and obligations:

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

3.1.1 wherever possible, remain on the roads and tracks constructed on the Grantor's Land and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;

3.1.2 not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Grantor;

3.1.3 take all due care when taking any welding equipment over the Grantor's Land and shall not use or operate or cause to be used or operated any welding equipment on the Grantor's Land without the prior written permission of the Grantor;

3.1.4 immediately after passing through any gates on the Grantor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;

3.1.5 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) either on the Grantor's Land, on any surrounding or adjoining land, forest or water, or to any forest produce on the Grantor's Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this clause 3.1.5):

(a) comply strictly with all reasonable conditions that may be imposed from time to time by the Grantor or other lawful authority; and

(b) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames.

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

**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

**4.1: EASEMENT TYPE A**

Approved by Registrar-General of Land under No. 2003/5041  
**Annexure Schedule**

**Insert type of instrument**

Easement - Type A

Dated

Page

3

of

8

pages

*(Continue in additional Annexure Schedule, if required.)*

- 3.2 Subject to clauses 3.7 and 3.8, the Grantee shall, at its cost, repair to the satisfaction of the Grantor, any of the Grantor's roads, tracks, fences, gates, drains, buildings or other structures which are damaged by the Grantee.
- 3.3 The Grantee shall annually pay to the Grantor a proportion of the cost of maintenance of any of the roads or tracks on the Grantor's Land commensurate with the use made by the Grantee of such roads or tracks **PROVIDED THAT** the Grantee shall not be liable to contribute towards the cost of repairing any damage to a road or track which was the sole result of the Grantor's negligent use of that track or road.
- 3.4 The Grantee shall not exhibit any notice or sign on the Grantor's Land without the prior written consent of the Grantor as to the style, content, wording, size and location of the notice or sign (which consent shall not be unreasonably or arbitrarily withheld) provided that this clause 3.4 shall not prevent the Grantee from displaying temporary operational signs necessary for the health and safety of road users. Such temporary operational signs are to be consistent with the standards set by the New Zealand Transport Agency and must be removed when the operation has been completed.
- 3.5 The Grantee will ensure, at all times, in the exercise of the rights set out in this Easement Instrument that its agents, employees or contractors will not obstruct or hamper the Grantor or its agents, employees and contractors, in its or their normal or reasonable use of the Grantor's Land.
- 3.6 Subject to clauses 3.7 and 3.8, in the event that the Grantor's roads, tracks and structures are not of sufficient standard for the use to be made of them by the Grantee, then any necessary improvements and maintenance shall be at the sole cost of the Grantee.
- 3.7 When carrying out any repairs, maintenance or improvements to a road under clauses 3.2 and 3.6, the Grantee shall not:
- 3.7.1 widen the road; or
- 3.7.2 alter the location of the road; or
- 3.7.3 alter the way in which the run-off from the road is disposed of; or

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

**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

**4.1: EASEMENT TYPE A**

Approved by Registrar-General of Land under No. 2003/5041  
**Annexure Schedule**

**Insert type of instrument**

Easement- Type A

Dated

Page

4

of

8

pages

*(Continue in additional Annexure Schedule, if required.)*

3.7.4 change the nature of the road surface; or

3.7.5 park or store equipment or material on the Grantor's Land,

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

3.8 The Grantee shall not erect any structures on the Grantor's Land or make any additions or alterations to existing structures or replace such structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.

3.9 The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove or otherwise dispose of any forest produce on the Grantor's Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any forest produce without the prior written approval of the Grantor.

3.10 The Grantee shall not, without the prior written approval of the Grantor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Grantor's Land, nor shall the Grantee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Grantor.

3.11 The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Easement Instrument.

**4 GRANTOR'S RIGHTS**

The Grantor reserves the right at any time or times hereafter to erect, renew, and maintain gates together with all necessary fittings and fixtures across any road or track on the Grantor's Land, but so that such gates when opened shall leave a clear space of a width not less than five (5) metres for passage **PROVIDED THAT** the Grantor shall furnish at the expense of the Grantee, keys to any locks fitted to any of the said gates.

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

**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

**4.1: EASEMENT TYPE A**

Approved by Registrar-General of Land under No. 2003/5041  
**Annexure Schedule**

**Insert type of instrument**

Easement- Type A

Dated

Page

5

of

8

pages

*(Continue in additional Annexure Schedule, if required.)*

**5 COSTS**

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

**6. LICENCE** *[this clause will be omitted if there is no Crown forestry licence at the time the easement is granted]*

The Grantor and the Grantee record that at the time that the easement is granted there is a Crown Forestry Licence in respect of the Grantor's Land and this Easement Instrument is entered into subject to, and does not override the terms of, the Crown Forestry Licence as at the date of this Easement Instrument.

**7 ASSIGNMENT**

7.1 The Grantee may assign its rights and obligations under this Easement Instrument to any one of the following who acquires land for an estate or interest in land from the Grantee and requires rights under this Easement Instrument as the means of providing reasonable access to that land:

- 7.1.1 any Crown entity as defined in section 2(1) of the Public Finance Act 1989;
- 7.1.2 any State enterprise as defined in section 2 of the State-Owned Enterprises Act 1986;
- 7.1.3 any person who holds the land in trust for the Grantee; or
- 7.1.4 any other person with the prior consent of the Grantor, which shall not be unreasonably withheld.

7.2 As from the date of assignment the Grantee shall cease to have any liability whatsoever in respect of this Easement Instrument and the Grantor agrees to release the Grantee from all obligations under this Easement Instrument from that date, but only if the assignee enters into a deed of covenant with the Grantor agreeing to be bound by the terms of this Easement Instrument from the date of release of the Grantee.

**8 DELEGATION**

All rights, benefits, and obligations of a party to this Easement Instrument arising under this Easement Instrument may be exercised by a person duly appointed by that party **PROVIDED THAT** the exercise of any such rights, benefits, or obligations by that duly appointed person shall

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

**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

**4.1: EASEMENT TYPE A**

Approved by Registrar-General of Land under No. 2003/5041  
**Annexure Schedule**

**Insert type of instrument**

Easement- Type A

Dated

Page

of

pages

*(Continue in additional Annexure Schedule, if required.)*

not limit the liability of either party in the performance or observance of the provisions of this Easement Instrument.

**9 NOTICES**

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

9.1.1 the Grantor's address as set out in paragraph 1 of the First Schedule; and

9.1.2 the Grantee's address as set out In paragraph 2 of the First Schedule.

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

**10 SEVERABILITY**

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

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

RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

4.1: EASEMENT TYPE A

Approved by Registrar-General of Land under No. 2003/5041  
Annexure Schedule

Insert type of instrument

Easement- Type A

Dated

Page

7

of

8

pages

*(Continue in additional Annexure Schedule, if required.)*

Continuation of "Attestation"

**SIGNED** for and on behalf of **[name of  
] to  
be inserted]** as Grantor by:

\_\_\_\_\_  
In the presence of:

\_\_\_\_\_  
Name:

Occupation:

Address:

**SIGNED** for and on behalf of  
**HER MAJESTY THE QUEEN**  
as Grantee acting by and through the  
**MINISTER OF CONSERVATION** by  
authorised agent of the Minister of  
Conservation on behalf of the Minister  
of Conservation, in the presence of: \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness

Witness Name:

Occupation:

Address:

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

RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

4.1: EASEMENT TYPE A

Approved by Registrar-General of Land under No. 2003/5041  
Annexure Schedule

Insert type of instrument

Easement- Type A

Dated

Page

8

of

8

pages

(Continue in additional Annexure Schedule, if required.)

**SCHEDULE**

1 **GRANTOR'S ADDRESS:**

*[Name of ]*

2 **GRANTEE'S ADDRESS:**

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



---

**4.2 EASEMENT TYPE B**

---

**Clause 6.5.2(b)**

4.2: EASEMENT TYPE B

Date

**PARTIES**

- 1 **HER MAJESTY THE QUEEN** in right of New Zealand acting by and through the Minister of Conservation (the "**Grantor**")
- 2 [Insert name of ] (the "**Grantee**")

**BACKGROUND**

- A. The Grantee wishes to enter upon and cross the Grantor's Land for the purpose of gaining access to and egress from the Grantee's Land (as herein defined).
- B. The Grantor has agreed to allow the Grantee to enter upon and cross the Grantor's Land, for the purposes of enabling the Grantee to gain access to and egress from the Grantee's Land on the terms and conditions set out in this Deed.

**BY THIS DEED IT IS AGREED AND DECLARED** as follows:

1 **DEFINITIONS AND CONSTRUCTION**

1.1 **Definitions**

In this Deed, unless the context otherwise requires:

"**Commencement Date**" means the date first written above;

"**Deed**" means this deed, the Background and the Schedule annexed hereto;

"**Grantee**" also includes the registered proprietors of the Grantee's Land and the licensees, lessees, employees, agents, contractors, successors and assigns of the Grantee;

"**Grantor**" also includes the other registered proprietors from time to time of the Grantor's Land;

"**Grantee's Land**" means the land described in paragraph 3 of the First Schedule;

"**Grantor's Land**" means the land described in paragraph 1 of the First Schedule and includes any part thereof;

*[The following definitions will be omitted if there is no Crown Forestry Licence at the time the easement is granted]*

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

"**Crown Forestry Licensee**" means the Licensee under a Crown Forestry Licence over the Grantee's Land and includes the employees, agents, contractors and successors and assigns of the Crown Forestry Licensee;]

**4.2: EASEMENT TYPE B**

**1.2 Construction**

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

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

**2 GRANT OF ACCESS RIGHTS**

- 2.1 Pursuant to section [**enter appropriate section and title of settlement legislation**] the Grantor hereby grants to the Grantee a right of way over that part of the Grantor's Land shown marked [ ] on DP [ ] together with the rights and powers set out in Schedule Four of the Land Transfer Regulations 2002 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Deed to the intent that the easement shall be forever appurtenant to the Grantee's Land as set out in the First Schedule.
- 2.2 In consideration of the Grantor agreeing to enter into this Deed the Grantee shall duly observe the obligations imposed on it under this Deed.

**3 OBLIGATIONS OF THE GRANTEE**

The rights and powers conferred under clause 2 of this Deed are granted subject to the following conditions and obligations:

- 3.1 The Grantee shall when passing or repassing over the Grantor's Land:
  - 3.1.1 wherever possible, remain on the roads and tracks constructed on the Grantor's Land and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;
  - 3.1.2 not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Grantor provided that the Grantee shall be permitted, without limitation to use any class of vehicle which is ordinarily used in a production forest (including, but not limited to, haulers and heavy logging trucks);
  - 3.1.3 take all due care when taking any welding equipment over the Grantor's Land and shall not use or operate or cause to be used or operated any welding equipment on the Grantor's Land without the prior written permission of the Grantor;

**4.2: EASEMENT TYPE B**

- 3.1.4 immediately after passing through any gates on the Grantor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;
- 3.1.5 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) either on the Grantor's Land, on any surrounding or adjoining land, forest or water, or to any vegetation on the Grantor's Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this clause 3.1.5):
- (a) comply strictly with all reasonable conditions that may be imposed from time to time by the Grantor or other lawful authority; and
  - (b) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames.
- 3.2 Subject to clauses 3.7 and 3.8, the Grantee shall, at its cost, repair to the satisfaction of the Grantor, any of the Grantor's roads, tracks, fences, gates, drains, buildings or other structures which are damaged by the Grantee.
- 3.3 The Grantee shall annually pay to the Grantor a proportion of the cost of maintenance of any of the roads or tracks on the Grantor's Land commensurate with the use made by the Grantee of such roads or tracks **PROVIDED THAT** the Grantee shall not be liable to contribute towards the cost of repairing any damage to a road or track which was the sole result of the Grantor's negligent use of that track or road.
- 3.4 The Grantee shall not exhibit any notice or sign on the Grantor's Land without the prior written consent of the Grantor as to the style, content, wording, size and location of the notice or sign (which consent shall not be unreasonably or arbitrarily withheld) provided that this clause 3.4 shall not prevent the Grantee from displaying temporary operational signs necessary for the health and safety of road users. Such temporary operational signs shall not purport to close the road or restrict public access to the Grantor's Land, are to be consistent with the standards set by the New Zealand Transport Agency and must be removed when the operation has been completed.
- 3.5 The Grantee will ensure, at all times, in the exercise of the rights set out in this Deed that its agents, employees or contractors will not obstruct or hamper the Grantor or its agents, employees and contractors, in its or their normal or reasonable use of the Grantor's Land.
- 3.6 Subject to clauses 3.7 and 3.8, in the event that the Grantor's roads, tracks and structures are not of sufficient standard for the use to be made of them by the Grantee, then any necessary improvements and maintenance shall be at the sole cost of the Grantee.
- 3.7 When carrying out any repairs, maintenance or improvements to a road under clauses 3.2 and 3.6, the Grantee shall not:
- 3.7.1 widen the road; or
  - 3.1.2 alter the location of the road; or
  - 3.7.3 alter the way in which the run-off from the road is disposed of; or

4.2: EASEMENT TYPE B

- 3.7.4 change the nature of the road surface; or
- 3.7.5 park or store equipment or material on the Grantor's Land,
- without the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.
- 3.8 The Grantee shall not erect any structures on the Grantor's Land or make any additions or alterations to existing structures or replace such structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.
- 3.9 The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any vegetation on the Grantor's Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any vegetation without the prior written approval of the Grantor.
- 3.10 The Grantee shall not, without the prior written approval of the Grantor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Grantor's Land, nor shall the Grantee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Grantor.
- 3.11 The Grantee shall comply at all times with all statutes and regulations, in particular the Conservation Act 1987 and the Acts in its First Schedule where relevant, and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Deed. Provided that pursuant to section [***enter appropriate section and title of settlement legislation***], this easement will be enforceable in accordance with its terms, notwithstanding Part 3B of the Conservation Act 1987.

4 **GRANTOR'S RIGHTS**

The Grantor reserves the right at any time or times hereafter to erect, renew, and maintain gates together with all necessary fittings and fixtures across any road or track on the Grantor's Land, but so that such gates when opened shall leave a clear space of a width not less than five (5) metres for passage **PROVIDED THAT** the Grantor shall furnish at the expense of the Grantee, keys to any locks fitted to any of the said gates.

5 **COSTS**

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

6 **LICENCE**

*[This clause will be omitted if there is no Crown Forestry Licence at the time this easement is granted]*

The Grantor and the Grantee record that at the time that the easement is granted there is a Crown Forestry Licence in respect of the Grantee's Land, under which the Crown Forestry Licensee has rights in respect of the Grantor's Land, and this Deed is entered

**4.2: EASEMENT TYPE B**

into subject to, and the rights under it must not be exercised in a manner inconsistent with those rights of the Crown Forestry Licensee.

**7 REGISTRATION**

The parties shall take and do all such acts and things necessary to ensure that this Deed (or an Easement Instrument Grant of Right of Way on substantially the same terms) is registered as soon as the Registrar-General of Land confirms that this Deed, or such an easement instrument, can be registered against the Grantor's Land.

**8 DELEGATION**

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

**9 NOTICES**

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

9.1.1 the Grantor's address as set out in paragraph 2 of the First Schedule;

9.1.2 the Grantee's address as set out in paragraph 4 of the First Schedule.

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

**10 SEVERABILITY**

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

**11 DISPUTES RESOLUTION**

Should any dispute arise between the parties touching any matter relating to this Deed then:

11.1 any dispute will be defined by written notice by the party raising it to the other and will forthwith be discussed (on a "without prejudice" basis) by the parties in an attempt to resolve their differences amicably, including, with the agreement of both parties, the discussion extending to a mediation discussion in the presence of an experienced mediator (who will be agreed between the parties or, failing agreement, a mediator appointed by the President for the time being of the New Zealand Law Society);

11.2 if such discussion or mediation between the parties fails to produce any agreement, within 14 days of receipt by the other party of the written notice, the matter in dispute will be referred to arbitration in accordance with the Arbitration Act 1996;

**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

---

**4.2: EASEMENT TYPE B**

11.3 the arbitration will be commenced by either party giving to the other notice in writing stating the subject matter and details of the difference and that party's desire to have the matter referred to arbitration;

11.4 the arbitration will be by one arbitrator to be agreed by the parties and, failing agreement, as appointed by the then President of the New Zealand Law Society or its successor. The award in the arbitration will be final and binding on the parties.

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

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** )  
as Grantor by: )  
[ ] ) \_\_\_\_\_  
)  
)  
in the presence of: )  
)  
)  
)

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Witness name

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**SIGNED** for and on behalf of [*insert name* )  
**of governance entity**] as Grantee by: )  
[ ] ) \_\_\_\_\_  
in the presence of: )

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Witness name

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

---

**4.2: EASEMENT TYPE B**

**FIRST SCHEDULE**

**1. GRANTOR'S LAND:**

*[enter details]*

**2. GRANTOR'S ADDRESS:**

**3. GRANTEE'S LAND:**

*[enter details]*

**4. GRANTEE'S ADDRESS:**

*[Name of governance entity to be inserted]*



---

**4.3 TE TUKI RIGHT OF WAY EASEMENT**

---

**Paragraph 8.5.3 Legislative Matters Schedule**

RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

4.3: TE TUKI RIGHT OF WAY EASEMENT

Form 3

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

Sections 90A and 90F, Land Transfer Act 1952

Land registration district

[Empty box for Land registration district]

BARCODE

[Empty box for Barcode]

Grantor

Surname must be underlined

[INSERT NAMES OF THE TRUSTEES OF THE RAUKAWA SETTLEMENT TRUST]

Grantee

Surname must be underlined

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

Grant of easement

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

Dated this

day of

201

Attestation

|   |  |
|---|--|
| Signature of [the trustees of the] [ ] Trust as Grantor | <b>Signed in my presence by the Grantor</b>  |
|   | _____<br><i>Signature of witness</i><br><i>Witness to complete in BLOCK letters (unless legibly printed)</i><br><b>Witness name</b><br><b>Occupation</b><br><b>Address</b> |

|                                    |  |
|------------------------------------|--|
| Signature [common seal] of Grantee | <b>Signed in my presence by the Grantee</b>  |
|                                    | _____<br><i>Signature of witness</i><br><i>Witness to complete in BLOCK letters (unless legibly printed)</i><br><b>Witness name</b><br><b>Occupation</b><br><b>Address</b> |

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

[Empty box for signature]

[Solicitor for] the Grantee

**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

**4.3: TE TUKI RIGHT OF WAY EASEMENT**

**Annexure  
Schedule 1**

Easement instrument

Dated

Page 1 of 3 pages

**Schedule A**

*Continue in additional Annexure Schedule if required*

| Purpose (nature and extent) of easement, <i>profit</i> , or covenant | Shown (plan reference) | Servient tenement (Identifier/CT) | Dominant tenement (Identifier/CT or in gross) |
|--|------------------------|-----------------------------------|---|
| Right of Way   | Marked ["" ] on [ ]    | [ ]                               | In gross                                      |

**Easement rights and powers (including terms, covenants, and conditions)**

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

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

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

4.3: TE TUKI RIGHT OF WAY EASEMENT

Easement instrument

Dated

Page 2 of 3 pages

**Annexure  
Schedule 2**

**1. Definitions and Construction**

In this Easement, unless the context requires otherwise:

"**Easement**" means the vehicular right of way easement recorded by this easement instrument; and

"**Easement Land**" means that part of the land marked [ ] on [ ].

"**Grantee**" means the Sovereign in right of New Zealand acting by and through the Minister of Conservation and includes the servants, tenants, agents, workmen, licensees and invitees of the Minister and includes members of the public.

**2. Operative Clause**

The Grantor transfers and grants to the Grantee a vehicular right of way easement over the Servient Land on the terms, conditions, covenants and restrictions contained in this Easement.

**3. Right of Way Easement Terms**

3.1 The Grantee and any other person lawfully entitled (including the public) shall have the full free right, liberty and licence from time to time and at all times by day and by night to pass and repass with vehicles over and along the Easement Land.

3.2 In exercising its rights under this Easement, the Grantee shall not interfere with the Grantor's use of the Easement Land.

3.3 The Grantee may not use the Easement Land or any part of the Easement Land other than for the purpose expressly set out in clause 2 of this Easement. In particular, the Grantee may not in any way obstruct the Easement Land.

3.4 The Grantee may, at its own cost, form an accessway on the Easement Land.

3.5 The Grantor shall not be responsible to the Grantee or to any other person for any loss or damage sustained by the Grantee or by any such person using any part of the Easement Land at its own risk in all respects.

**4. General Terms**

4.1 No power is implied for the Grantor to determine the Easement for breach of any provision in this Easement (whether express or implied) or for any other cause, it being the intention of the parties that the Easement shall subsist for all time or until it is duly surrendered.

4.2 The covenants and powers contained in the Land Transfer Regulations 2002 in respect of easements shall apply to the extent that they are not expressly negated in this Easement. The rights set out in Schedule 5 to the Property Law Act 2007 are excluded from this Easement.

**5. Dispute Resolution**

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

5.2 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.

**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

---

**4.3: TE TUKI RIGHT OF WAY EASEMENT**

- 5.3 If the dispute is not resolved within one month of the date on which the parties begin their negotiations the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties, and if one cannot be agreed upon within 14 days, to an independent arbitrator appointed by the President of the New Zealand Law Society. Such arbitration will be determined in accordance with the Arbitration Act 1996 and its amendments or any enactment passed in substitution. The parties' execution of this Easement shall be deemed a submission to arbitration.

---

**4.4 DOMAIN ROAD PROPERTY RIGHT TO CONVEY WATER**

---

**Clause 5.12.1**

RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

4.4: DOMAIN ROAD PROPERTY RIGHT TO CONVEY WATER

**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

South Auckland

BARCODE

Grantor

*Surname must be underlined*

[Trustee names of the Raukawa Settlement Trust]

Grantee

*Surname must be underlined*

SOUTH WAIKATO DISTRICT COUNCIL

**Grant\* of easement or *profit à prendre* or creation or covenant**

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit à prendre* set out in Schedule A, **or creates** the covenant(s) **set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this

day of

20

**Attestation**

See annexure schedule

Signed in my presence by the Grantor

\_\_\_\_\_  
Signature [common seal]  
of Grantor

\_\_\_\_\_  
*Signature of witness*

*Witness to complete in BLOCK letters (unless legibly printed)*

*Witness name*

*Occupation*

*Address*

See annexure schedule

Signed in my presence by the Grantee

\_\_\_\_\_  
Signature [common seal]  
of 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

**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

---

**4.4: DOMAIN ROAD PROPERTY RIGHT TO CONVEY WATER**

**Annexure  
Schedule 1**

Easement instrument

Dated

Page 2 of 3 pages

**Schedule A**

*Continue in additional Annexure Schedule if required*

| Purpose (nature and extent) of easement, profit, or covenant | Shown (plan reference)          | Servient tenement (Identifier/CT)              | Dominant tenement (Identifier/CT or in gross) |
|--|---------------------------------|--|---|
| Right to convey water  | Marked "B" and "D" on SO 429412 | [to insert CFR] (Part Gazette Notice 5798320.1 | In Gross                                      |

**Easements or profits à prendre  
rights and powers (including terms,  
covenants, and conditions)**

*Select appropriate phrase and insert memorandum number as required.  
Continue in additional Annexure Schedule if required*

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**



**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

---

**4.4: DOMAIN ROAD, PROPERTY RIGHT TO CONVEY WATER**

**Annexure  
Schedule 2**

Easement instrument

Dated

Page 3 of 3 pages

**Continuation of rights, powers, terms, covenants and conditions of easements:**

The Grantor and Grantee hereby agree that the easements described in Schedule A shall include the terms set out in paragraphs 10, 11, 12, 13 and 14 of Schedule 4 of the Land Transfer Regulations 2002, save that:

- (a) Clause 12(6) of Schedule 4 of the Land Transfer Regulations 2002 shall have no application.
- (b) The Grantee's rights to the easement facility and the facilities within this Easement are exclusive.
- (c) Where there is a conflict between the provisions of Schedule 4 to the Land Transfer Regulations 2002 and the modifications in this Easement Instrument, the modifications must prevail.

**SIGNED** for and on behalf of [insert trustee names of] **Raukawa Settlement Trust** as Grantor in the presence of )  
)  
)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Full name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation

**SIGNED** for and on behalf of **SOUTH WAIKATO DISTRICT COUNCIL** as Grantee in the presence of: )  
)  
)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Full name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation

---

## **5. LEASE FORMS**

(All forms of lease subject to negotiation)

---

### **Clause 6.10**

---

**5.1 NEW ZEALAND POLICE LEASE**

---

5.1: NEW ZEALAND POLICE LEASE

[RAUKAWA POST-SETTLEMENT GOVERNANCE ENTITY]

**HER MAJESTY THE QUEEN**  
acting by and through the  
**MINISTER OF POLICE**

**MEMORANDUM OF LEASE**



**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

---

**5.1: NEW ZEALAND POLICE LEASE**

**THE REFERENCE SCHEDULE**

**ITEM 1: LESSOR PARTICULARS:**

Name: [Raukawa Post Settlement Governance Entity]

Address:

Fax:

Telephone:

Contact person:

**ITEM 2: LESSEE PARTICULARS:**

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

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

Fax: (04) 498 7415

Telephone: (04) 474 9473

Contact person: National Property Manager

**ITEM 3: LAND:**

[Insert legal description]

**ITEM 4: TERM:**

Twenty (20) years

**ITEM 5: DATE OF COMMENCEMENT:**

(insert)

**ITEM 6: FURTHER TERMS:**

Perpetual rights of renewal of ten (10) years each unless at the time of renewal the lessee intends to cease carrying on the Business use at the Premises within the next five (5) years in which case the renewal shall be of five (5) years.

**ITEM 7: RENEWAL DATES:**

The renewal date is twenty (20) years from the Commencement Date and thereafter, in accordance with item 6 of this schedule.

**ITEM 8: ANNUAL RENT:**

\$ .....plus GST

**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

---

**5.1: NEW ZEALAND POLICE LEASE**

**ITEM 9: REVIEW DATES:**

5 yearly

**ITEM 10: PERMITTED USE:**

For any Police/Justice related purpose and any permitted activity under the relevant Regional and District Plans or use permitted under any resource consent held in respect of the Land.

## THE SCHEDULE OF TERMS

### 1. INTERPRETATION

- 1.1 For the purpose of the interpretation or construction of this Lease unless the context provides otherwise:
- 1.1.1 Words importing any gender shall include all other genders.
  - 1.1.2 Words importing the singular shall include the plural and vice versa.
  - 1.1.3 Payments shall be made in the lawful currency of New Zealand.
  - 1.1.4 Headings are for ease of reference only and do not in any way limit or govern the construction of the terms of this Lease.
  - 1.1.5 References to schedules are references to schedules in this Lease and clauses are references to clauses in this Schedule of Terms and references to parties are references to the parties to this Lease and their respective successors and assigns (if permitted in the case of the Lessee under clause 13) unless expressly stated otherwise.
  - 1.1.6 Any reference in this Lease to any statute is deemed to include all amendments, revisions, substitutions or consolidations made from time to time to that statute.
  - 1.1.7 A "person" shall include any individual person, a corporation, a company or other body corporate, an unincorporated body of persons, a public body, firm, partnership, joint venture, association, organisation, trust or a Crown entity as defined in Section 7(1) of the Crown Entities Act 2004 or a State Owned Enterprise in each case whether or not having separate legal personality.
  - 1.1.8 "writing" shall include words visibly represented or reproduced.
  - 1.1.9 No consent or waiver, express or implied, by the Lessor to or of any breach of any covenant, condition, or duty of the Lessee will be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty. No waiver of any breach of the Lessee will be implied from the Lessor's failure to exercise the Lessor's rights or any of them in respect of that breach.
  - 1.1.10 Nothing contained in this Lease shall be deemed or construed or constitute any party, a partner, agent or representative of the other party or be deemed to create any trust, commercial partnership or joint venture.
  - 1.1.11 The invalidity of any part or provision of this Lease shall not affect the enforceability of any other part or provision thereof.
  - 1.1.12 The parties acknowledge and agree that certain covenants set out in this Lease (in particular provisions relating to the treatment of Improvements on termination or sooner determination of this Lease)



**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

---

**5.1: NEW ZEALAND POLICE LEASE**

shall continue beyond determination of this Lease for the benefit of the parties notwithstanding such determination.

- 1.1.13 This Lease shall be construed and take effect in accordance with the laws of New Zealand.
- 1.1.14 Any provision in this Lease to be performed by two or more persons shall bind those persons jointly and severally.
- 1.1.15 Any reference in this Lease to "month" or "monthly" shall mean respectively calendar month and calendar monthly.
- 1.1.16 "Authority" means any Government authority whether national or territorial or any other Government or statutory authority appointed or established by statute in New Zealand having jurisdiction over or in respect of the Land and any Improvements.
- 1.1.17 "business days" means any day other than a Saturday or Sunday or statutory or anniversary holiday.
- 1.1.18 "Date of Commencement" means the date specified in Item 5 of the Reference Schedule.
- 1.1.19 "Improvements" means all Improvements excluding Lessor's Improvements whether constructed or installed on the Land before or at any time during the term of this Lease (including any renewal or variation extending the term of this Lease), including any building, structure or other improvements on or fixed to the Land and any concrete paving, tiles, carpark sealing, mechanical services, plant, machinery, equipment, signage, fixtures and fittings.
- 1.1.20 "The Land" means that land described in the Schedule of Land excluding the Improvements.
- 1.1.21 The expression "Lessor" and "Lessee" includes their respective successors and assigns (if permitted in the case of the Lessee under clause 13) and where the context permits the Lessee includes the Lessee's Sublessees and other lawful occupiers of the Land and the Lessee's contractors, agents and invitees (which persons shall be those deemed to be persons under the control of the Lessee).
- 1.1.22 "Lessor's Improvements" means work done or material used on or for the benefit of the Land (whether before or during the term of this Lease including any renewal or variation extending the term of this Lease) in:
- (a) the draining, excavation, filling, or reclamation of the Land, or the making of retaining walls or other works appurtenant to that draining, excavation, filling or reclamation; or
  - (b) the grading or levelling of the Land or the removal of rocks, stone, sand, or soil therefrom; or
  - (c) the removal or destruction of vegetation, or the effecting of any change in the nature or character of the vegetation; or

**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

---

**5.1: NEW ZEALAND POLICE LEASE**

- (d) the alteration of soil fertility or of the structure of the soil; or
- (e) the arresting or elimination of erosion or flooding.

1.1.23 "Reference Schedule" means the schedule preceding this Schedule of Terms described as such and forming part of this Lease.

1.1.24 "Regional Plan" and "District Plan" shall have ascribed to them the definitions set out in section 2 of the Resource Management Act 1991 and "Regional and District Plans" shall be construed accordingly and shall extend to include any successor or replacement planning regime imposed by the relevant Authority having jurisdiction in respect thereof.

1.1.25 "Schedule of Land" means the schedule described as such and forming part of this Lease.

1.1.26 "Schedule of Terms" means this schedule described as such and forming part of this Lease.

**2. TERM**

2.1 The term of this Lease shall commence on the Date of Commencement and shall be for the period specified in Item 4 of the Reference Schedule.

**3. RIGHT OF RENEWAL OF LEASE**

3.1 If the Lessee has not been in any material breach of this Lease and has given to the Lessor written notice to renew this Lease at least three (3) calendar months before the end of each term then the Lessee shall have the right to obtain in accordance with the provisions hereinafter contained a renewed lease of the Land for the term of years specified in Item 6 of the Reference Schedule computed from the relevant date specified in Item 7 of the Reference Schedule and subject to the same covenants and provisions expressed and implied in this Lease.

3.2 If the Lessee fails within the time aforesaid to give any notice under clause 3.1 as to whether it desires a renewed lease and the Lessor at any time after such expired time has given one month's written notice to the Lessee advising the Lessee that it has one further month from the date of such letter to exercise its right of renewal, and the Lessee still fails to advise the Lessor of its desire to renew, then the Lessee shall be deemed to have given notice that a renewed lease is not required. If the Lessee gives notice in writing that it does not desire a renewed lease or there is a deemed notice that a renewal is not required then its right for a renewed lease shall cease on expiry of the one month notice period aforesaid or on the date at which notice is received by the Lessor (as the case may be).

3.3 Any notice by the Lessee under clause 3.1 or clause 3.2 of its desire to accept a renewed lease shall be deemed to constitute a contract between the Lessor and the Lessee for the granting and acceptance of a renewed lease at the rent to be determined under clause 5 for the term and subject to the covenants and provisions referred to in clause 3.1.

**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

---

**5.1: NEW ZEALAND POLICE LEASE**

- 3.4 The term of any renewed lease shall run from the day immediately after the expiry of the prior lease, and the rent thereunder shall accrue from that date instead of the rent reserved in the prior lease, notwithstanding the fact that the renewed lease may not be executed until after that date. Clause 5.11 shall otherwise apply.
- 3.5 The Lessor shall prepare each memorandum of renewal of this Lease and the Lessee will forthwith enter into and execute such memorandum of renewal of lease.

**4. RENT**

- 4.1 The Lessee shall pay the annual rent specified in Item 8 of the Reference Schedule from the Date of Commencement until the rent is varied under clause 5 at which time the Lessee will pay rent at the varied rate.
- 4.2 Rent shall be paid on the first day of each month by equal monthly payments in advance with broken period payments due on a proportionate basis for any broken period at the Date of Commencement and on expiry of the Lease term.
- 4.3 All rent shall be paid without any deduction or set-off whatsoever by direct automatic bank payment to the Lessor or as the Lessor may otherwise direct.

**5. RENT REVIEW PROVISIONS**

- 5.1 In this clause "Initiating Party" means the party that gives the Notice defined in clause 5.2 and "Recipient" means the party that receives that Notice.
- 5.2 The annual rent may be reviewed by the Lessor or by the Lessee on the dates specified in Item 9 of the Reference Schedule. At any time not earlier than three (3) months prior to the relevant date specified in Item 9 of the Reference Schedule (each of such dates being called the "review date"), either party may give notice in writing to the other ("the Notice") of that party's assessment of the annual rent of the Land to apply from that particular review date.
- 5.3 The annual rent of the Land shall be assessed on the basis of current market rental of the Land as determined as at the review date. In determining the annual rent of the Land the valuers and any umpire shall, in addition to other relevant factors:
- 5.3.1 Disregard:
- (a) any deleterious condition of the Land if such condition results from any breach of this lease by the Lessee;
  - (b) the value of any goodwill attributable to the Lessee's business; and
  - (c) all Improvements made to the Land.
- 5.3.2 Have regard to:
- (a) the Lessor's Improvements; and
  - (b) the permitted use under this Lease; and

**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

---

**5.1: NEW ZEALAND POLICE LEASE**

(c) Regional and District Plans.

- 5.4 In the event that the Recipient does not agree with the Initiating Party's assessment of the annual rent of the Land to apply from the particular review date, the Recipient shall notify the Initiating Party in writing ("the Counter Notice") within twenty-one (21) days (in which respect time shall be of the essence) that the Recipient requires such rent to be determined in accordance with clause 5.7 and the Recipient shall set out in the Counter Notice the amount which the Recipient considers to be the annual rent as at the particular review date.
- 5.5 Unless such notice is given by the Recipient within twenty-one (21) days, then the amount stated in the Notice shall become the annual rent of the Land reserved by this Lease as and from the particular review date in substitution of the previous amount payable.
- 5.6 Neither party shall by reason of its failure to give the Notice prior to any review date forfeit its right to have the annual rent reviewed as from that particular review date and the reviewed annual rent which should have been paid from that particular review date shall date back to and be payable from that particular review date or the date of service of the Notice if such notice is served later than 12 months after the relevant rent review date and any payment of or receipt for the payment of ground rent due on or after a particular review date shall not prejudice either party's right to demand repayment or payment thereafter of any additional annual rent overpaid or payable pursuant to the provisions of clause 5.10.2.
- 5.7 Where the Counter Notice is given, the Lessor and Lessee shall enter into negotiations to resolve the dispute. Should agreement not be reached within fourteen (14) days (or such longer period as the Lessor and Lessee shall agree upon in writing) after the date on which the Recipient gives the Counter Notice then:
- 5.7.1 the Lessor and Lessee shall, within twenty-one (21) days after the date on which the Recipient gives the Counter Notice, each appoint a valuer to jointly determine the ground rent of the Land. A valuer nominated by either party pursuant to this clause shall be a full registered member of the New Zealand Institute of Valuers and shall be competent to practice as a valuer of ground leases and shall have at least five (5) years experience in valuing ground leases within the district in which the Land is situated and be active in the market at the time of his or her appointment.
- 5.7.2 if either the Lessor or the Lessee fails to appoint a valuer within twenty-one (21) days as aforesaid, then the determination of the annual rent shall be made by the sole valuer as nominated by either the Lessor or Lessee as the case may be, within one (1) month of the expiry of the twenty-one (21) days as aforesaid and his or her determination shall be final and binding on both parties as if his or her appointment had been by consent.
- 5.7.3 before proceeding with their determination, the said valuers shall agree upon and appoint an umpire (also qualified in the manner referred to in clause 5.7.1) and obtain the umpire's acceptance in writing of his or

**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

---

**5.1: NEW ZEALAND POLICE LEASE**

her appointment and who, as a condition of his or her acceptance, undertakes to hand down his or her determination of the annual rent within one month of being instructed to proceed or such other time period as the Lessor and Lessee may agree, whichever is the latest.

- 5.7.4 if the said valuers within fourteen (14) days of the date of their appointment either fail to appoint an umpire or are unable to agree upon an umpire, then either the Lessor or the Lessee may request the President, for the time being, of the New Zealand Institute of Valuers or any successor to such Institute to appoint an umpire (also qualified in the manner aforesaid) and obtain the umpire's acceptance in writing of his or her appointment and who as a condition of his or her acceptance undertakes to hand down his or her determination of the annual rent in the same manner as if he or she had been appointed pursuant to clause 5.7.1.
- 5.7.5 subject to clauses 5.7.2, 5.7.3 and 5.7.4 the valuers so nominated shall within one (1) month of the date of appointment jointly determine the annual rent as at that particular review date.
- 5.7.6 in the event that either valuer fails to provide to the other valuer his or her written assessment of the annual rent within one month of the date of appointment, then the annual rent shall be determined by the other valuer and his or her determination shall be final and binding on both parties.
- 5.7.7 if the said valuers are unable to agree upon a determination within one month of their appointment or within such extended time as the Lessor and Lessee may agree, then the annual rent shall be determined by the umpire whose determination shall be final and binding on the parties. The umpire shall without limiting his or her enquiries and conduct of any hearing:
- (a) arrange for a hearing to be conducted without delay;
  - (b) call for evidence in chief to be presented on behalf of each party to be circulated prior to a hearing;
  - (c) allow representation of each party and cross-examination of evidence and any re-examination of evidence at the hearing;
  - (d) have due regard to any evidence submitted by the valuers as to their assessment of the annual rent;
  - (e) take into account any expert witness evidence considered relevant to the hearing;
  - (f) have regard to the legal rules of evidence and the interests of natural justice in the conduct of any hearing as between the parties;
  - (g) give in his or her determination the reasons therefor in writing.

**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

---

**5.1: NEW ZEALAND POLICE LEASE**

- 5.7.8 the costs incurred in the determination pursuant to clause 5.7 of the annual rent shall be borne by the parties in the following manner:
- (a) subject to clause 5.7.8(b) each party shall be responsible for the cost of its own appointed valuer;
  - (b) where the determination is made by a single valuer pursuant to clause 5.7.2 the cost of his or her determination shall be apportioned equally as between the Lessor and Lessee;
  - (c) the parties shall share equally the costs of the umpire unless any party has acted capriciously or unreasonably in any of the proceedings pursuant to the provisions of this clause 5.7 in which case the umpire may determine the manner in which such costs shall be apportioned between the parties PROVIDED THAT in all cases if the annual rent to apply from the review date is:
    - (1) equal to or exceeding the annual rent nominated in the notice given by the Lessor (whether the Notice or the Counter Notice) then all costs of the valuers and the umpire (where applicable) shall be borne by the Lessee alone; or
    - (2) equal to or less than the annual rent nominated in the notice given by the Lessee (whether the Notice or the Counter Notice) then all costs of valuers and the umpire (where applicable) will be borne by the Lessor alone;
    - (3) other than the foregoing then all costs of valuers and the umpire (where applicable) will be borne equally by the Lessor and the Lessee.
- 5.8 The valuers or umpire shall be deemed to be acting as experts and not as arbitrators.
- 5.9 Despite any provision in this clause 5, the annual rent agreed, determined or imposed pursuant to this clause 5 shall be the annual rent payable as from the relevant rent review date or the date of service of the Notice if such notice is served later than 12 months after the relevant rent review date.
- 5.10 Where a review pursuant to this clause 5 of the annual rent reserved by this Lease is completed after the review date, then:
- 5.10.1 pending completion of the review, annual rent shall be paid at the rate prevailing immediately prior to the relevant review date;
  - 5.1.1 5.10.2 on completion of the review, any increased annual rent payable as from the review date, or the date of service of the Notice if such notice is served later than 12 months after the relevant rent review date, shall be paid by the Lessee to the Lessor no later than the date on which the next instalment of annual rent is payable hereunder;
  - 5.1.2 5.10.3 on completion of the review, any overpayment of annual rent paid as from the review date, or the date of service of the Notice if

**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

---

**5.1: NEW ZEALAND POLICE LEASE**

such notice is served later than 12 months after the relevant rent review date, shall be held by the Lessor to the Lessee's credit on account of annual rent next falling due for payment unless the Lessee requests the Lessor in writing to refund such payment in which case the Lessor will comply with that request.

- 5.11 If any moratorium or other law Act or regulation that applies to this Lease has the effect of postponing any periodic review of annual rent as at the review date then if and whenever such moratorium is lifted or the law, Act or regulation is repealed or amended so as to permit the annual rent to be reviewed then the review that has been postponed shall take place as at the date that such moratorium is lifted or such law, Act or regulation is repealed or amended to the intent that the rent review shall establish the annual rent as at such date and not as at the postponed review date but any subsequent rent review shall take place on the next following review date fixed in accordance with clause 5.
- 5.12 Immediately upon the parties agreeing to pay a revised annual rent or on determination under clause 5.7 the Lessee shall enter into an appropriate registrable Memorandum of Variation of Lease recording such revised annual rent prepared by the Lessor.

**6. CHARGES**

- 6.1 The Lessee will pay all charges incurred by the Lessee for electricity, gas, water or power or other services in respect of the Land and Improvements including all connection, disconnection, or other fees payable by the Lessee or the Lessor to other authorities in respect of such services.

**7. PAYMENT OF RATES AND IMPOSITIONS**

- 7.1 The Lessee will pay all rates, taxes (including without limitation land or improvements tax but excluding any income tax or capital gains tax or such similar tax which is personal to the Lessor which is imposed as a result of any sale or other disposal of the Land or because of income gained by the Lessor from the Land), charges, assessments, impositions and outgoings whatsoever which now are or which during the term or any renewed lease shall be taxed, rated, charged, assessed or imposed on the Land, any Improvements or on the Lessor or Lessee in respect thereof by any Authority.
- 7.2 In accordance with section 11(1)(b) of the Local Government (Rating) Act 2002 the lessee will be entered in the rating information database and the district valuation roll (as these terms are defined in the Local Government (Rating) Act 2002) as the ratepayer in respect of the Land.

**8. GOODS AND SERVICES TAX**

- 8.1 The Lessee shall pay to the Lessor upon demand any taxes paid or payable by the Lessor or accountable by the Lessor pursuant to the provisions of the Goods and Services Tax Act 1985 or any similar tax levied in substitution therefor including all amendments and any enactments in substitution therefor or in addition thereto or otherwise in respect of any payments made by the Lessee under this Lease (including the payment of annual rent) or paid by the

**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

---

**5.1: NEW ZEALAND POLICE LEASE**

Lessor on behalf of the Lessee's obligation to make such payment under this Lease.

**9. INTEREST ON OVERDUE RENT OR OTHER MONEYS**

- 9.1 Without prejudice to other rights powers and remedies of the Lessor, if any annual rent, goods and services tax or other payment or amount owing by the Lessee to the Lessor whatsoever pursuant to this Lease shall be in arrears and unpaid for fifteen (15) business days after the due day for payment thereof (whether any formal or legal demand therefor shall have been made or not) such unpaid moneys shall bear interest on a daily basis compounded on monthly rests computed from such due date until the date of payment in full of such moneys at a rate being 1 % above the average 90 day bank bill buy rate (described as the BID rate) at 10.45am on the date the payment was due as shown on page BKBM (or its successor page) on the Reuters screen or at a rate based on any successor screen or if there is none at a rate equal to the bank overdraft rate of the Lessor's bank at the time of any default and the said interest shall be recoverable in the same manner as rent in arrears.

**10. USE OF THE LAND AND IMPROVEMENTS**

- 10.1 The Lessee shall be permitted the right to carry on the business specified in Item 10 of the Reference Schedule.
- 10.2 Should any of the uses of the Land and any Improvements be permissible only with the consent or licence of any Authority under or in pursuance of statute or any Regional and District Plans or regulation or other enactment or order of Court the Lessee shall obtain such consent or licence at the sole cost and expense of the Lessee including but not limited to any costs of financial contributions required and the Lessee shall at all times comply with any conditions of such consent, order or authority obtained.
- 10.3 Where the Lessee is lawfully obliged to obtain any licence, resource consent (including any land use consent or discharge permit) or other consents from any Authority such as required under section 348 of the Local Government Act 1974, the Lessor agrees that it and any officer, or employee or agent of the Lessor shall not raise any objection or requisition relating thereto as landowner of the Land where the Lessee is using the Land for any permitted use under this Lease and is not in any material breach or likely to be in any material breach at any time in the future of any terms and conditions of this Lease.
- 10.4 Despite any other provision in this Lease, if at any time during the term of this Lease, the Land cannot be, or can no longer be lawfully used for Police purposes, the Lessee may terminate this Lease on giving reasonable notice to the Lessor.

**11. NO FENCING**

- 11.1 The Lessor shall be under no liability whatsoever whether under the Fencing Act 1978 or otherwise to contribute towards the cost of erection or repair of any boundary fences between the Land and any land owned or occupied by the Lessor but nothing herein contained shall be deemed to limit any liability



**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

---

**5.1: NEW ZEALAND POLICE LEASE**

imposed by statute upon any present or future lessee of the Lessor of any adjoining land.

**12. STATUTORY REQUIREMENTS**

12.1 The Lessee must comply with all statutes, Regional and District Plans, bylaws and regulations which relate to the Land and Improvements or which relate to the Lessee's use of the Land and Improvements and with all conditions or requirements which may be given or required by any person having any lawful authority and will in particular but without limitation:

12.1.1 ensure that a warrant of fitness is obtained each year in respect of any Improvements if required under the Building Act 2004;

12.1.2 comply with and observe at all times the terms and conditions of all resource consents held in respect of the use of the Land and the requirements imposed and otherwise arising under the Resource Management Act 1991; and

12.1.3 ensure that proper and adequate health and safety procedures are adopted in accordance with the Health and Safety in Employment Act 1992.

12.2 The Lessee shall not, during the term of this Lease:

12.2.1 make or enter into or endeavour to make or enter into any composition, assignment or other arrangement with or for the benefit of the Lessee's creditors;

12.2.2 suffer insolvency, bankruptcy or liquidation;

12.2.3 suffer distress or allow execution to issue against the Lessee's property, goods or effects under any judgment against the Lessee in any Court in a sum in excess of twenty five thousand dollars (\$25,000.00) provided however that this subclause 12.2.3 shall have no application or effect whilst Her Majesty the Queen Acting By and Through the Minister of Police is the Lessee hereunder.

**13. SUBLETTING AND NO ASSIGNMENT**

13.1 The Lessee will not without the previous consent in writing of the Lessor sublease this Lease. Such consent shall not be unreasonably or arbitrarily withheld or delayed without some good cause assigned having regard to the solvency or respectability of the proposed sublessee. Notwithstanding this clause where the Crown (as that term is defined in section 2 of the Public Finance Act 1989) remains as the Lessee under this Lease and in occupation from the Lessor the consent of the Lessor shall not be required when another Crown entity assumes occupation of all or any part of the Land except that on each occasion that a different Crown entity (as defined in section 7(1) of the Crown Entities Act 2004) or other Crown body or state owned enterprise assumes the role and obligations of the Lessee under this Lease the Lessee shall notify the Lessor in writing of that change.

**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

---

**5.1: NEW ZEALAND POLICE LEASE**

- 13.2 The Lessee shall be strictly prohibited from assigning its rights and obligations under this Lease unless the assignee is a crown entity approved by the Lessor.
- 13.3 Clause 13 applies to any assignment or subletting of the interest of the Lessee by any assignee of a bankrupt Lessee or any liquidator or receiver of a Lessee that is a company.
- 13.4 For the purposes of clause 13.2 any proposed change in the shareholding of the Lessee or any amalgamation under Section 219 of the Companies Act 1993 altering the effective control of the Lessee shall be a deemed assignment of this Lease and will require the consent of the Lessor unless such deemed assignment involves a change of effective control to any of the entities mentioned in clause 13.5.
- 13.5 For the purposes of clause 13.2 any proposed change in the effective control of any Lessee that is a Crown entity as that term is defined in section 7(1) of the Crown Entities Act 2004 or a State Owned Enterprise shall be a proposed assignment of this Lease. The Lessor in deciding whether or not to grant consent shall only be entitled to consider the effect of the alteration of the effective control in the ability of the Lessee to continue to meet its obligations under the Lease including contingent liabilities. For the purposes of this clause any change in the management structure of the Lessee shall not be construed as a change in the effective control of the Lessee.

**14. LESSEE'S ACKNOWLEDGEMENT OF RISK**

- 14.1 The Lessee agrees to occupy and use the Land and any Improvements at the Lessee's risk and release to the full extent permitted by law the Lessor its employees and agents from all claims and demands of any kind and from all liability which in the absence of any negligence on its or their part may arise in respect of any accident damage or injury occurring to any person or property in or about the Land and any Improvements thereon except where the Lessor or any person under the control of the Lessor is at fault or negligent through their own acts or omissions.

**15. QUIET ENJOYMENT/REPUDIATION**

- 15.1 Provided the Lessee performs and observes the covenants, provisions, conditions and agreements contained in this Lease the Lessee shall peaceably hold and enjoy the Land and Improvements thereon without hindrance or interruption by the Lessor or by any person or persons claiming under the Lessor until the expiration or sooner determination of this Lease. For the avoidance of doubt, the phrase "person or persons claiming under the Lessor" does not include beneficiaries of any trust of which the Lessor is trustee.
- 15.2 The Lessor is to compensate the Lessee and the Lessee shall be entitled to recover any damages for any loss or damage suffered by reason of any acts or omissions of the Lessor constituting a repudiation of the Lease or the Lessor's obligations under the Lease. Such entitlement shall subsist notwithstanding any cancellation or early termination of the Lease and shall be in addition to any other right or remedy which the Lessee may have.

**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

---

**5.1: NEW ZEALAND POLICE LEASE**

**16. REGISTRATION**

- 16.1 The Lessor shall register this Lease under the provisions of the Land Transfer Act 1952.
- 16.2 The Lessee will be responsible for survey and other costs incurred in obtaining registration of this Lease.

**17. IMPROVEMENTS DURING LEASE**

- 17.1 Throughout the term of this Lease and on any renewal any Improvements installed or erected on the Land shall be deemed to remain in the ownership of the Lessee unless the Lessor and the Lessee otherwise agree in writing.
- 17.2 Throughout the term of this Lease and on any renewal the Lessee shall have the right to alter, construct and demolish any Improvements on the Land without the need to obtain the Lessor's consent providing all obligations required of the Lessee under this Lease relevant to Improvements on the Land are satisfied.

**18. IMPROVEMENTS ON TERMINATION OF LEASE**

- 18.1 No later than twelve (12) months prior to the expiry of any term of Lease the Lessee may give notice ("the Lessee's Transfer Notice") to the Lessor specifying any Improvements which the Lessee wishes to transfer to the Lessor following expiry of the Lease or renewal. The Lessee's Transfer Notice shall contain details of those Improvements, their current market value and the proposed terms of transfer of the Improvements.
- 18.2 The Lessor agrees to consult with the Lessee regarding the Improvements specified in the Lessee's Transfer Notice, and to consider any proposal to transfer such Improvements. Nevertheless, the Lessee acknowledges that nothing in this clause or in the Lessee's Transfer Notice shall oblige the Lessor to take a transfer of, or to pay any compensation or consideration for, such Improvements.
- 18.3 If no agreement is reached regarding the transfer of Improvements pursuant to this clause (before six months prior to the expiry of the Lease, or before the earlier termination of the Lease), the following provisions of this clause 18 shall apply.
- 18.4 On termination of this Lease (whether by expiry of time or otherwise) except where the Lessee has exercised any rights of renewal, the Lessee may, but shall not be required by the Lessor to, remove any Improvements specified in a written notice ("the Lessee's Removal Notice") given to the Lessor in accordance with clause 18.5.
- 18.5 The Lessee may, but shall not be required by the Lessor to, remove Improvements that are clearly identified in the Lessee's Removal Notice which must be given no later than three (3) months prior to the expiry of the term (time being of the essence) or one (1) month after any sooner termination.
- 18.6 The Lessee must remove all Improvements specified in the Lessee's Removal Notice within six (6) months from the date of termination (time being of the

**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

---

**5.1: NEW ZEALAND POLICE LEASE**

essence) and must ensure within that time that all services to any Improvements are properly and lawfully disconnected, the Land under any Improvements is adequately filled with soil so that the surface of the Land is stable and restored to the Lessor's reasonable satisfaction and such Land is otherwise grassed and left in a neat and tidy condition.

- 18.7 If the Lessee fails to remove any Improvements specified in the Lessee's Removal Notice in accordance with clause 18.6 then the Lessor may remove them and all costs and expenses incurred directly and indirectly shall be recoverable against the Lessee.
- 18.8 Any Improvements remaining on the Land after the period referred to in clause 18.6 shall become the property of the Lessor without any compensation or other payment whatsoever to the Lessee.
- 18.9 The Lessee must continue to pay rent and outgoings under this Lease and comply with all other obligations under this Lease until it has met its obligations under clause 18.6.
- 18.10 Whenever resource consent is required to remove or demolish any Improvements the Lessee shall use all reasonable endeavours to obtain all necessary consents and shall continue to be obliged to pay rent and outgoings under this Lease until such time that the Lessor is satisfied on reasonable grounds that the Lessee has used all reasonable endeavours to obtain all necessary consents and produced to the Lessor evidence satisfactory to the Lessor to satisfy this requirement.

**19. DESTRUCTION AND REDEVELOPMENT**

- 19.1 The Lessee shall be entitled to carry out repairs, demolition, relocation, additions, reinstatement or redevelopment to any Improvements on the Land in the event of total or partial destruction or in the event of the Lessee wishing to demolish, relocate, redevelop, replace or add to any Improvements on the Land provided the following conditions are or will be satisfied:

19.1.1 any repair, demolition, relocation, addition, reinstatement or redevelopment shall fully comply with Regional and District Plans and all statutory and regulatory requirements in force at the time; and

19.1.2 the Lessee is able to obtain all resource and building consents necessary to carry out any works programme;

and upon satisfaction of such conditions the Lessee shall repair, demolish, relocate, reinstate, rebuild or add to (as the case may be) any Improvements or such part of Improvements requiring such work in accordance with the conditions set out above.

- 19.2 In the event that the Lessee is prevented or unable to reinstate or rebuild in the event of total or partial destruction it may forthwith terminate this Lease provided that the Lessee demolishes the Improvements and clears and restores the Land all in accordance with the requirements of clause 18.6.

**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

---

**5.1: NEW ZEALAND POLICE LEASE**

**20. NOTICES**

- 20.1 All notices must be in writing and must be served by one of the following means:
- 20.1.1 in the case of a notice under sections 245 or 246 of the Property Law Act 2007 in the manner prescribed by section 353 of that Act; and
  - 20.2.2 in all other cases, unless otherwise required by sections 352 to 361 of the Property Law Act 2007:
    - (a) in the manner authorised by sections 354 to 361 of the Property Law Act 2007; or
    - (b) by personal delivery, or by posting by registered or ordinary mail, or by facsimile transmission.
- 20.2 All notices to be given to the Lessor or to the Lessee hereunder shall be deemed sufficiently served:
- 20.2.1 in the case of personal delivery, when received by the addressee at the address detailed in clause 20.3; and
  - 20.2.2 in the case of posting by registered mail, on the third business day following the date of posting to the addressee at the address detailed in clause 20.3; and
  - 20.2.3 in the case of facsimile transmission, on the business day following the date of sending to the addressee's facsimile number designated in clause 20.3 provided that the sender produces a confirmation notice that the facsimile has been sent on that day.
- 20.3 Details for Notices:
- [Raukawa Post-Settlement Governance Entity]  
[*details to be inserted*]
- The District Commander  
[Bay of Plenty / Waikato] Region  
New Zealand Police  
P O Box 11040  
Palmerston North
- Fax: 06 350 3865
- 20.4 A notice shall be valid if given by the duly authorised representative of the party giving the notice. If a notice is not given by the Lessor, it is to be supported by satisfactorily written delegation from the Lessor confirming the appointment of the party giving the notice.

**5.1: NEW ZEALAND POLICE LEASE**

**21. DEFAULT BY LESSEE**

21.1 The Lessor may (in addition to the Lessor's right to apply to the Court for an order for possession) cancel this Lease by re-entering the land at the time or any time thereafter:

21.1.1 If the rent shall be in arrear twenty (20) business days after any of the rent payment dates and the Lessee has failed to remedy that breach within ten (10) business days after service on the Lessee of a notice in accordance with section 245 of the Property Law Act 2007;

21.1.2 In case of breach by the Lessee of any covenant or agreement on the Lessee's part herein expressed or implied (other than the covenant to pay rent) after the Lessee has failed to remedy that breach within the period specified in a notice served on the Lessee in accordance with Section 246 of the Property Law Act 2007;

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

21.2 In the event that the Lease is terminated by the Lessor in accordance with clause 21.1, the Lessee's obligations under clause 18 with respect to Improvements must be satisfied.

**22. DISPUTE RESOLUTION**

22.1 Any dispute or difference which may arise between the parties concerning the interpretation of this Lease or relating to any other matter arising under this Lease will be actively and in good faith negotiated by the parties with a view to a speedy resolution of such differences.

22.2 If the parties cannot resolve a dispute or difference within fifteen (15) business days of any dispute or difference arising then, unless otherwise expressly provided in this Lease, they will without prejudice to any other right, explore whether such dispute or difference can be resolved by agreement between them using informal dispute resolution techniques such as mediation. The rules governing any such technique if adopted will be agreed between the parties or as selected by the organisation known as "LEADR" (Lawyers Engaged in Alternative Dispute Resolution).

22.3 If the parties cannot agree on any dispute resolution technique within a further fifteen (15) business days of any dispute or difference being considered for referral by both parties to any informal dispute resolution technique under clause 22.2 then the dispute or difference shall be settled by reference to arbitration. Except as otherwise expressly provided in this Lease the reference shall be to a single arbitrator if one can be agreed upon, or to two arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to their arbitration), such arbitration to be carried out in accordance with the Arbitration Act 1996 or any successor Act.

22.4 The parties will co-operate to ensure the expeditious conduct of any arbitration. In particular, each party will comply with any reasonable time limits sought by the other for settling terms of reference, interlocutory matters and

**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

---

**5.1: NEW ZEALAND POLICE LEASE**

generally all steps preliminary and incidental to the hearing and determination of the proceedings.

**23. COSTS**

- 23.1 The parties shall each pay their own solicitors' costs on preparing and finalising this Lease or any renewal or variation of this Lease.
- 23.2 The Lessee shall be responsible for payment of all registration fees including agency charges imposed and all government tax duty or imposts at any time payable on this Lease or any renewal or variation to this Lease.
- 23.3 The Lessee shall pay all costs, charges and expenses for which the Lessor shall become liable in consequence of or in connection with any breach or default by the Lessee in the performance or observation of any of the terms, covenants and conditions of this Lease.

**24. LESSOR'S RIGHTS TO INSPECT AND DISPLAY SIGNS**

- 24.1 The Lessor will have the right to inspect the Land no more than twice each year during the term or any renewal of this Lease with valuers or other experts and consultants provided such inspections are carried out at times reasonably acceptable to the Lessee on reasonable notice to the Lessee and only when accompanied by a servant or agent of the Lessee. Any such inspections should be carried out in accordance with the Lessee's security and health and safety requirements and the Lessee shall have the right to change any suggested time to a mutually convenient time.
- 24.2 Notwithstanding anything else herein, the parties agree that the Lessee may require any person wishing to enter the Land for inspection purposes to first provide their details to the Lessee for a security check. If the results of such check are not acceptable to the Lessee for any reason then such person may be refused entry to the Land.
- 24.3 If the Lessor desires to, or is required to, undertake any works on the Land, including any repair or maintenance works, that involves the use of contractors or other third parties, the Lessor must procure any contractor or other third party who will have access to the Land to undertake such works to:
  - 24.3.1 complete a security check on terms reasonably acceptable to the Lessee;
  - 24.3.2 provide the Lessee with a copy of the contractor's Health and Safety Plan which shall be subject to the Lessee's reasonable approval prior to any work commencing; and
  - 24.3.3 familiarise themselves with and commit to complying with the Lessee's own Health and Safety Plan in all material respects.
- 24.4 The Lessor will not provide or allow the provision of any information relating to the structure, or access to, the buildings on the Land in any way to any person without first obtaining the written permission of the Lessee.
- 24.5 The Lessee will during the period of three (3) months prior to the termination date of this Lease permit the Lessor to exhibit the Land to prospective lessees

**5.1: NEW ZEALAND POLICE LEASE**

or purchasers and allow the Lessor to affix to the Land appropriate sale or reletting notices.

**25. DISPOSAL OF LESSOR'S INTEREST**

25.1 The Lessor may dispose of the Lessor's interest in the Land to a fully owned subsidiary of the Lessor and the consent of the Lessee shall not be required except in such circumstances where a different fully owned subsidiary of the Lessor assumes the role and obligations of the Lessor under this Lease, the Lessor shall then be required to notify the Lessee in writing of that change.

25.2 Subject to the provisions of this clause the Lessor may at any time dispose of the Lessor's interest in the Land to a body which is not a fully owned subsidiary of the Lessor provided that:

25.2.1 any such disposal shall preserve to the Lessee all the Lessee's rights and remedies under this Lease; and

25.2.2 for so long as the Lessee is the Crown (as that term is defined in section 2 of the Public Finance Act 1989) or a Crown entity (as that term is defined in section 7(1) of the Crown Entities Act 2004) the following further provisions shall apply:

(1) The Lessor shall advise the Lessee in writing of the person or corporation to whom the Lessor intends to dispose of its interest in the Land (proposed Assignee).

(2) If the Lessee has any objection to the proposed Assignee because the Lessee reasonably apprehends in good faith that either:

(a) The proposed Assignee presents an actual or potential threat to the discharge by the Lessee of the Lessee's statutory obligations; or

(b) The role or function of the Lessee will be prejudiced by the proposed Assignee becoming the Lessor;

then the Lessee shall within five (5) business days of receiving the Lessor's advice pursuant to clause 25.2.2(1) above, notify the Lessor in writing of its objection to the proposed Assignee and shall substantiate its reasonable apprehension to the reasonable satisfaction of the Lessor;

(3) If the Lessor does not receive written notice from the Lessee pursuant to clause 25.2.2(2)(a) or 25.2.2(2)(b) above together with grounds to substantiate its reasonable apprehension within five (5) business days from the date of its advice to the Lessee, the Lessee shall be deemed to have accepted the proposed Assignee.

(4) If the Lessee objects to the proposed Assignee in accordance with clause 25.2.2(2)(a) or 25.2.2(2)(b) above, then the Lessor shall not dispose of its interest to the proposed Assignee.



**5.1: NEW ZEALAND POLICE LEASE**

- (5) If the Lessor fails to advise the Lessee in writing of the disposal of its interest in the Land and the Lessee has objections to the proposed Assignee based on those reasons set out in clauses 25.2.2(2)(a) or 25.2.2(2)(b) above, then the Lessee shall be entitled at any time thereafter to terminate this Lease on seven (7) days written notice and the Lessee's obligations under this Lease shall cease from the expiration of such notice.

**26. HOLDING OVER**

If the Lessor permits the Lessee to remain in occupation of the Land after the expiration or sooner determination of this Lease, such occupation shall be a tenancy at will only terminable by twenty (20) business days written notice at the rent then payable per month for the Land and otherwise on the same covenants and agreements (so far as applicable to a tenancy at will) as herein expressed or implied.

**27. EXCLUSION OF IMPLIED PROVISIONS**

27.1 The following covenants, conditions and powers implied in leases of land pursuant to Schedule 3 of the Property Law Act 2007 are expressly excluded from application to this Lease:

27.1.1 clause 10 - Premises unable to be used for particular purpose;

27.1.2 clause 11 - Power to inspect premises.

**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

---

**5.1: NEW ZEALAND POLICE LEASE**

**SCHEDULE OF LAND**

[ insert legal description ]

**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

---

**5.1: NEW ZEALAND POLICE LEASE**

**LEASE OF FREEHOLD**

Correct for the purposes of the Land  
Transfer Act 1952

**[RAUKAWA POST-SETTLEMENT GOVERNANCE ENTITY]**

Lessor

**HER MAJESTY THE QUEEN**

acting by and through the

**MINISTER OF POLICE**

Lessee

Particulars entered in the Register  
on the date and at the time recorded

District Land Registrar Assistant of  
the Wellington Land Registry

---

**5.2 MINISTRY OF EDUCATION LEASE**

---

**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

---

**5.2: MINISTRY OF EDUCATION LEASE**

**WITHOUT PREJUDICE and SUBJECT TO APPROVAL BY MINISTER  
Draft template as at October 2011**

**MINISTRY OF EDUCATION  
TREATY SETTLEMENT LEASE**

**MEMORANDUM OF LEASE** dated [            ]

**LESSOR**        [POST-SETTLEMENT GOVERNANCE ENTITY]

**LESSEE**        HER MAJESTY THE QUEEN acting by and through the Secretary for  
Education

- A        The purpose of this Lease is to give effect to the signed Deed of Settlement between [CLAIMANT GROUP] and the Crown, under which the parties agreed to sell the Land to [POST-SETTLEMENT GOVERNANCE ENTITY] and lease it back to the Crown.
- B        The Lessor owns the Land described in Item 1 of Schedule A.
- C        The Lessor has agreed to lease the Land to the Lessee on the terms and conditions in this Lease.
- D        The Lessor leases to the Lessee the Land from the Start Date, at the Annual Rent, for the Term, with the Rights of Renewal and for the Permitted Use all as described in Schedule A.
- E        The Lessee accepts this Lease of the Land to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants as set out in Schedules A and B.

**[SIGNED** on behalf of the Lessor by]

**[SIGNED** on behalf of the Lessee by]

**SCHEDULE A**

**ITEM 1 THE LAND**

[Insert full legal description. Note that improvements are excluded].

**ITEM 2 START DATE**

[Insert start date].

**ITEM 3 ANNUAL RENT**

[\$ ] plus GST per annum payable monthly in advance on the first day of each month with a first payment due on the [Date] day of [Month & Year].

**ITEM 4 TERM OF LEASE**

21 Years.

**ITEM 5 LESSEE OUTGOINGS**

**5.1** Rates and levies payable to any local or territorial authority, excluding any taxes levied against the Lessor in respect of its interest in the Land.

**5.2** All charges relating to the maintenance of any Lessee Improvements (whether of a structural nature or not).

**5.3** The cost of ground maintenance, including the maintenance of playing fields, gardens and planted and paved areas.

**5.4** Maintenance of car parking areas.

**5.5** All costs associated with the maintenance or replacement of any fencing on the Land.

**ITEM 6 PERMITTED USE**

The Permitted Use referred to in clause 9.

**ITEM 7 RIGHT OF RENEWAL**

Perpetual rights of renewal of 21 years each from [Date], and each 21<sup>st</sup> yearly anniversary after that date.

**ITEM 8 RENT REVIEW DATES**

[Date] and 7 yearly after that Date.

5.2: MINISTRY OF EDUCATION LEASE

**ITEM 9 LESSEE'S IMPROVEMENTS**

As defined in clause 1.9 and including the following existing improvements:  
[List all existing buildings and improvements on the Land together with all playing fields and sub soil works (including stormwater and sewerage drains) built or installed by the Lessee or any agent, contractor or sublessee or licensee of the Lessee on the Land].

**ITEM 10 CLAUSE 16.5 NOTICE**

To: [Post-Settlement Governance Entity] ("the Lessor")

And to: The Secretary, Ministry of Education, National Office, PO Box 1666, WELLINGTON 6011 ("the Lessee")

From: [Name of Mortgagee/Chargeholder] ("the Lender")

*The Lender acknowledges that in consideration of the Lessee accepting a lease from the Lessor of all the Land described in the Schedule to the Lease attached to this Notice which the Lender acknowledges will be for its benefit:*

- (i) *It has notice of the provisions of clause 16.5 of the Lease; and*
- (ii) *It agrees that any Lessee's Improvements (as defined in the Lease) placed on the Land by the Lessee at any time before or during the Lease shall remain the Lessee's property at all times; and*
- (iii) *It will not claim any interest in any Lessee's Improvements under the security of its loan during the relevant period no matter how any Lessee's Improvement may be fixed to the Land and regardless of any rule of law or equity to the contrary or any provisions of its security to the contrary; and*
- (iv) *It agrees that this acknowledgement is irrevocable.*

**SCHEDULE**

[ ]

\_\_\_\_\_  
[Form of execution by Lender]

\_\_\_\_\_  
[Date]





## SCHEDULE B

### 1 Definitions

1.1 The term “Lessor” includes and binds:

- (a) the persons executing this Lease as Lessor; and
- (b) any Lessor for the time being under the Lease; and
- (c) all the respective executors, administrators, successors, assignees and successors in the title of each Lessor and if more than one jointly and severally.

1.2 The term “Lessee” includes and binds:

- (a) the person executing this Lease as Lessee; and
- (b) all the Lessees for the time being under the Lease; and
- (c) all the respective executors, administrators, successors, assignees and successors in the title of each Lessee and if more than one jointly and severally.

1.3 “Business Day” means a day that is not:

- (a) a Saturday or Sunday; or
- (b) Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign’s Birthday, and Labour Day; or
- (c) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; or
- (d) the days observed as the anniversaries of the provinces of [Auckland] [and] Wellington.

1.4 “Crown” has the meaning given in section 2(1) of the Public Finance Act 1989.

1.5 “Crown Body” means:

- (a) a Crown entity (as defined by section 7(1) of the Crown Entities Act 2004); and
- (b) a State enterprise (as defined in section 2 of the State-Owned Enterprises Act 1986); and
- (c) the New Zealand Railways Corporation; and

**5.2: MINISTRY OF EDUCATION LEASE**

- (d) a company or body that is wholly owned or controlled by one or more of the following:
    - (i) the Crown;
    - (ii) a Crown entity;
    - (iii) a State enterprise;
    - (iv) the New Zealand Railways Corporation; and
  - (e) a subsidiary of, or related company to, a company or body referred to in clause 1.5(d).
- 1.6 “Department” has the meaning given in section 2 of the Public Finance Act 1989.
- 1.7 “Education Purposes” means any or all lawful activities necessary for, or reasonably related to, the provision of education.
- 1.8 “Legislation” means any applicable statute (including regulations, orders, rules or notices made under that statute and all amendments to or replacements of that statute), and all bylaws, codes, standards, requisitions or notices made or issued by any lawful authority.
- 1.9 “Lessee’s Improvements” means all improvements on the Land of any kind including buildings, sealed yards, paths, lawns, gardens, fences, playing fields, subsoil works (including stormwater and sewerage drains) and other property of any kind built or placed on the Land by the Lessee or any agent or sub-lessee or licensee of the Lessee whether before or after the Start Date of this Lease and includes those listed in Item 9 of Schedule A.
- 1.10 “Lessee’s property” includes property owned wholly or partly by a sublessee or licensee of the Lessee.
- 1.11 “Maintenance” includes repair.
- 1.12 “Public Work” has the meaning given in section 2 of the Public Works Act 1981.
- 1.13 “Sublet” and “Sublease” include the granting of a licence to occupy the Land or part of it.
- 2 Payment of Annual Rent**
- 2.1 The Lessee will pay the Annual Rent as set out in Item 3 of Schedule A.
- 2.2 The initial Annual Rent payable at the Start Date will be set at [6%] of the Transfer Value of the Land.
- 2.3 The Transfer Value of the Land is equivalent to the market value of the Land exclusive of improvements less 20%.

5.2: MINISTRY OF EDUCATION LEASE

**3 Rent Review**

When a party initiates the rent review process as set out in clause 3.5:

3.1 At each rent review the Annual Rent will be calculated at 6.25% of the value **[calculated at the mid point between the Current Market Value of the Land as a School Site set out in clause 3.2 and the Nominal Value as set out in clause 3.4.**

3.2 **The Current Market Value of the Land as a School Site referred to in clause 3.1 above is equivalent to the market value of the Land exclusive of improvements based on highest and best use less 20%].**

3.3 **[The highest and best use referred to in clause 3.2 is to be based on the zoning for the Land in force at the beginning of that Term.**

3.4 **The Nominal value is:**

(a) **for the first Rent Review Date: a value based on 4% growth per annum of the Transfer Value of the Land**

(b) **for subsequent Rent Review Dates: a value based on 4% growth per annum of the reset value fixed under clause 3.1 above.]**

3.5 The rent review process will be as follows:

(a) At any time during the period which starts three months before any Rent Review Date and ends one year after any Rent Review Date (time being of the essence) either party may give written notice to the other specifying a new Annual Rent, calculated in accordance with clause 3.1, which the notifying party considers should be charged from that Rent Review Date ("Rent Review Notice"). The Rent Review Notice must be supported by a registered valuer's certificate.

(b) If the notified party accepts the notifying party's assessment in writing the Annual Rent will be the rent specified in the Rent Review Notice which will be payable in accordance with step (l) below.

(c) If the notified party does not agree with the notifying party's assessment it has 30 Business Days after it receives the Rent Review Notice to issue a notice disputing the proposed new rent ("the Dispute Notice"), in which case the steps set out in (d) to (k) below must be followed. The Dispute Notice must be supported by a registered valuer's certificate.

(d) Until the new rent has been determined or agreed, the Lessee will continue to pay the Annual Rent at the existing amount which had been payable up to the Rent Review Date.

(e) The parties must try to agree on a new Annual Rent.

(f) If a new Annual Rent has not been agreed within 20 Business Days of the receipt of the Dispute Notice then the new Annual Rent may be determined either:

i. by one party giving written notice to the other requiring the new Annual Rent to be determined by arbitration in accordance with clause 31; or

**5.2: MINISTRY OF EDUCATION LEASE**

- ii. if the parties agree, by registered valuers acting as experts and not as arbitrators as set out in steps (g) to (k) below.
  
- (g) Within 10 Business Days of the agreement referred to in subclause (f)(ii) each party will appoint a valuer and give written notice of the appointment to the other party. If the party receiving a notice fails to appoint a valuer within the 10 Business Day period then the valuer appointed by the other party will determine the new Annual Rent and that determination will be binding on both parties.
  
- (h) Within 10 Business Days of their appointments the two valuers must appoint an umpire who must be a registered valuer. If the valuers cannot agree on an umpire they must ask the president of the Property Institute of New Zealand Incorporated (or equivalent) to appoint an umpire.
  
- (i) Once the umpire has been appointed the valuers must try to determine the new Annual Rent by agreement. If they fail to agree within 40 Business Days (time being of the essence) the Annual Rent will be determined by the umpire.
  
- (j) Each party will have the opportunity to make written or verbal representations to the umpire within the period, and on the conditions, set by the umpire.
  
- (k) When the rent has been determined or agreed, the umpire or valuers must give written notice of it to the parties. The parties will each pay their own valuer's costs and will share the umpire's costs equally between them.
  
- (l) Once the new rent has been agreed or determined it will be the Annual Rent from the Rent Review Date or the date of the notifying party's notice if that notice is given later than 60 Business Days after the Rent Review Date. Any shortfall in, or overpayment of, Annual Rent from the Rent Review Date until the date of agreement or determination of that rent shall be paid by the Lessee or, as the case may be, repaid by the Lessor within 10 Business Days of that agreement or determination.
  
- (m) The rent review provisions may be varied by the parties by agreement and must be recorded in a variation of this Lease.

**4 Payment of Lessee Outgoings**

During the Term of this Lease the Lessee must pay the Lessee Outgoings specified in Item 5 of Schedule A directly to the relevant person.

**5 Valuation Roll**

Where this Lease is registered under section 115 of the Land Transfer Act 1952 the Lessee will be entered in the rating information database and the district valuation roll as the ratepayer for the Land and will be responsible for payment of any rates.

**6 Utility Charges**

- 6.1 The Lessee must promptly pay to the relevant authority or supplier all utility charges including water, sewerage, drainage, electricity, gas, telephone and rubbish collection which are separately metered or charged in respect of the Land.

**5.2: MINISTRY OF EDUCATION LEASE**

- 6.2 If any utility or service is not separately charged in respect of the Land then the Lessee will pay a fair and reasonable proportion of the charges.
- 6.3 If required to do so by the Lessor or any territorial or local authority the Lessee must at its own expense install any meter necessary to assess the charges for any utility or other service supplied to the Land.

**7 Goods and Services Tax**

The Lessee will pay the Lessor on demand the goods and services tax (GST) payable by the Lessor in respect of the Annual Rent and other payments payable by the Lessee under this Lease.

**8 Interest**

If the Lessee fails to pay within 10 Business Days any amount payable to the Lessor under this Lease (including rent) the Lessor may, without prejudice to the Lessor's other rights and remedies, charge the Lessee interest at the maximum rate of interest from time to time payable by the Lessor to its principal banker for an overdraft facility plus a margin of 4% per annum accruing on a daily basis from the due date for payment until the Lessee has paid the overdue amount. The Lessor is entitled to recover this interest as if it were rent in arrears.

**9 Permitted Use of Land**

- 9.1 The Land may be used for:
- (a) Education Purposes; and/or
  - (b) any other Public Work, including any lawful secondary or incidental use, PROVIDED THAT any such Public Work or use is:
    - (i) required for wider social and health initiatives that complement the school; and
    - (j) compatible with the core use of the Land as a school site.

**10 Designation**

The Lessor consents to the Lessee requiring a designation or designations under the Resource Management Act 1991 for the purposes of the Permitted Use and maintaining that designation or those designations for the Term of this Lease. The Lessor may specify in writing no less than three (3) months prior to the expiry of the Lease that a change of any permitted activity under the relevant Regional and District Plans or use permitted under any resource consent held in respect of the Land is required, and the Lessee shall be obliged to obtain any such change.

**11 Compliance with Law**

The Lessee must at its own cost comply with the provisions of all relevant Legislation.

5.2: MINISTRY OF EDUCATION LEASE

**12 Hazards**

- 12.1 The Lessee must take all reasonable steps to minimise or remedy any hazard arising from the Lessee's use of the Land and ensure that any hazardous goods are stored or used by the Lessee or its agents on the Land in accordance with all relevant Legislation.
- 12.2 Subject to clause 13.1, in the event the state of the Land is altered by any natural event including flood, earthquake, slip or erosion the Lessor agrees at its own cost to promptly address any hazards for the protection of occupants of the site and to remediate any hazards as soon as possible. The Lessee must notify the Lessor of any such event without delay.

**13 Damage or Destruction**

- 13.1 **[If as the result of a natural event the Land is destroyed, altered or damaged so significantly that it is no longer suitable for the Permitted Use, then the Term will immediately terminate, provided that any termination under this clause will be without prejudice to the rights of either party against the other.]**
- 13.2 **If the Land is damaged or altered but not so significantly that it is no longer suitable for the Permitted Use, the parties may renegotiate in good faith the Annual Rent payable under this Lease and may agree to suspend the parties' obligations under this Lease for an agreed period.]**

**14 Contamination**

- 14.1 When this Lease ends the Lessee agrees to remedy any Contamination caused by the use of the Land by the Lessee or its agents during the Term of the Lease by restoring the Land to a standard reasonably fit for human habitation.
- 14.2 Under no circumstances will the Lessee be liable for any Contamination on or about the Land which is caused by the acts or omissions of any other party, including the owner or occupier of any adjoining land.
- 14.3 In this clause "Contamination" means any change to the physical, biological, or chemical condition of the Land by a Contaminant and "Contaminant" has the meaning set out in section 2 of the Resource Management Act 1991.

**15 Easements**

- 15.1 The Lessee may without the Lessor's consent conclude (on terms no more favourable than this Lease) all easements or other rights and interests over or for the benefit of the Land which are necessary for, or incidental to, either the Permitted Use or to any permitted alterations or additions to the Lessee's Improvements and the Lessor agrees that it will execute any documentation reasonably required to give legal effect to those rights. Any reasonable costs incurred by or on behalf of the Lessor in attending to the matters provided for in this clause 15.1 shall be met by the Lessee.
- 15.2 The Lessee must take all steps necessary to remove at the Lessor's request at the end of the Lease any easement or other burden on the title which may have been granted after the Start Date of the Lease.

**5.2: MINISTRY OF EDUCATION LEASE**

15.3 The Lessor must not cancel, surrender or modify any easements or other similar rights or interests (whether registered or not) which are for the benefit of or appurtenant to the Land without the prior written consent of the Lessee.

15.4 When the Lease ends the Lessee must transfer to the Lessor for nil consideration any consent, permit, use right or any other right to take water from the Land (whether such water is located on the surface of the Land or underneath it).

**16 Lessee's Improvements**

16.1 The parties acknowledge that despite any rule of law or equity to the contrary, the intention of the parties as recorded in the Deed of Settlement is that ownership of improvements whether or not fixed to the Land will remain unaffected by the sale of the Land, so that throughout the Term of this Lease all Lessee's Improvements will remain the Lessee's property.

16.2 The Lessee or its agent or sub-lessee or licensee may build or alter Lessee's Improvements without the Lessor's consent where necessary for, or incidental to, the Permitted Use. For the avoidance of doubt, this clause extends to Lessee's Improvements owned (wholly or partly) or occupied by third parties provided that all necessary consents are obtained.

16.3 The Lessee acknowledges that the Lessor has no maintenance obligations for any Lessee's Improvements.

16.4 **[If any Lessee's Improvements are destroyed or damaged, the Lessee may decide whether or not to reinstate without consulting the Lessor and any insurance proceeds will be the Lessee's property.]**

16.5 If the Land is subject to any mortgage or other charge at the Start Date, the Lessor will give the Lessee written acknowledgment of all existing mortgagees or chargeholders in the form prescribed in Schedule A Item 10 and executed by the mortgagees or chargeholders. The Lessor acknowledges that the Lessee is not required to execute this Lease until the provisions of this subclause have been fully satisfied.

16.6 If the Lessor proposes to grant any mortgage or charge after the Start Date it must first have required any proposed mortgagee or chargeholder to execute the written acknowledgment prescribed in Schedule A Item 11. The Lessor agrees not to grant any mortgage or charge until the provisions of this clause have been satisfied and to deliver executed originals of those acknowledgments to the Lessee within three Business Days from the date of their receipt by the Lessor.

16.7 The Lessee may demolish or remove any Lessee's Improvements at any time during the Lease Term without the consent of the Lessor provided that the Lessee reinstates the Land to a tidy and safe condition which is free from Contamination in accordance with clause 14.

16.8 When this Lease ends the Lessee may remove any Lessee's Improvements from the Land without the Lessor's consent.

16.9 **[The Lessee agrees that it has no claim of any kind against the Lessor in respect of any Lessee's Improvements or other Lessee's property left on the**

5.2: MINISTRY OF EDUCATION LEASE

**Land after this Lease ends and that any such Lessee's property shall at that point be deemed to have become the property of the Lessor.]**

16.10 [When this Lease ends, any Lessee's Improvements remaining on the Land will be left in a clean, tidy and safe state.]

**17 Rubbish Removal**

The Lessee agrees to remove at its own cost all rubbish from the Land and to keep any rubbish bins tidy.

**18 Signs**

The Lessee may display any signs which relate to the Permitted Use without the Lessor's consent. The Lessee must remove all signs at the end of the Lease.

**19 Insurance**

19.1 The Lessee is responsible for insuring or self insuring any Lessee's Improvements on the Land.

19.2 The Lessee must ensure that any third party which is not a Crown Body permitted to occupy part of the Land has adequate insurance at its own cost against all public liability.

**20 Fencing**

20.1 The Lessee acknowledges that the Lessor is not obliged to build or maintain, or contribute towards the cost of, any boundary fence between the Land and any adjoining land.

20.2 If the Lessee considers it reasonably necessary for the purposes of the Permitted Use it may at its own cost fence the boundaries of the Land.

**21 Quiet Enjoyment**

21.1 If the Lessee pays the Annual Rent and complies with all its obligations under this Lease, it may quietly enjoy the Land during the Lease Term without any interruption by the Lessor or any person claiming by, through or under the Lessor.

21.2 The Lessor may not build on the Land or put any improvements on the Land without the prior written consent of the Lessee.

**22 Assignment**

22.1 Provided that the Land continues to be used for Education Purposes, the Lessee has the right to assign its interest under the Lease without the Lessor's consent to:

(a) any Department or Crown Body; or

(b) any other party provided that the assignment complies with the Education Act 1989 and the Public Works Act 1981 (if applicable).



**5.2: MINISTRY OF EDUCATION LEASE**

- 22.2 If the Lessee wishes to assign the Lease to any party for any Permitted Use which is not an Education Purpose it must first seek the Lessor's consent (which will not be unreasonably withheld).
- 22.3 Without limiting clause 22.1, the Lessor agrees that the Lessee has the right to nominate any Department to exercise for Education Purposes the rights and obligations in respect of the Lessee's interest under this Lease and that this will not be an assignment for the purposes of clause 22 or a subletting for the purposes of clause 23.
- 22.4 If the Lessee proposes to enter into any assignment in which the Land will no longer be used for Education Purposes, the Lessor may, as a precondition to the grant of its consent, require the assignee to renegotiate in good faith the provisions of this Lease.

**23 Subletting**

- 23.1 Provided that the Land continues to be used for the Permitted Use, the Lessee has the right to sublet its interest under the Lease without the Lessor's consent to:
- (a) any Department or Crown Body; or
  - (b) any other party provided that the assignment complies with the Education Act 1989 and the Public Works Act 1981 (if applicable).
- 23.2 If the Lessee wishes to sublet the Lease to any party which is not a Permitted Use it must first seek the Lessor's consent (which will not be unreasonably withheld).

**24 Occupancy by School Board of Trustees**

- 24.1 The Lessee has the absolute right to sublet to or otherwise permit a school board of trustees to occupy the Land on terms and conditions set by the Lessee from time to time in accordance with the Education Act 1989 and otherwise consistent with this Lease.
- 24.2 The Lessor agrees that the covenant for quiet enjoyment contained in clause 21 extends to any board of trustees occupying the Land.
- 24.3 A board of trustees occupying the Land has the right to sublet or license any part of the Land or the Lessee's Improvements to any third party in accordance with the Education Act 1989 and any licence or lease to any third party existing at the Start Date of this Lease will continue in effect until that licence or lease ends.

**25 Lessee Break Option**

- 25.1 **[Subject to clause 25.2, the Lessee may at any time end this Lease by giving not less than 6 months notice in writing to the Lessor. At the end of the notice period the Lease will end and the Lessee will pay a further 12 months rent to the Lessor, who agrees to accept that sum in full and final satisfaction of all claims, loss and damage which the Lessor could otherwise claim because the Lease has ended early, but without prejudice to any right or remedy available to the Lessor as a consequence of any breach of this Lease by the Lessee which occurred before the Lease ended.]**

5.2: MINISTRY OF EDUCATION LEASE

**25.2** For the initial term only, if the leases for more than 25% of the school sites or more than one school site, whichever is the greater, held or previously held with the Lessor have been ended by the Lessee at the date of the notice in writing in clause 25.1, then the Lessee will pay a further 24 months rent to the Lessor in addition to the 12 months specified in clause 25.1.]

**26 Breach**

Despite anything else in this Lease, the Lessor agrees that, if the Lessee breaches any terms or conditions of this Lease, the Lessor must not in any circumstances cancel this Lease or re-enter into possession but may seek such other remedies which are lawfully available to it.

**27 Notice of Breach**

27.1 Despite anything expressed or implied in this Lease, the Lessor will not exercise its rights under clause 26 unless the Lessor has first given the Lessee written notice of the breach on which the Lessor relies and given the Lessee an opportunity to remedy the breach as provided below:

- (a) by paying the Lessor all money necessary to remedy the breach within 20 Business Days of the notice; or
- (b) by undertaking in writing to the Lessor within 20 Business Days of the notice to remedy the breach and then remedying it within a reasonable time; or
- (c) by paying to the Lessor within 60 Business Days of the notice compensation to the reasonable satisfaction of the Lessor in respect of the breach having regard to the nature and extent of the breach.

27.2 If the Lessee remedies the breach in one of the ways set out above the Lessor will not be entitled to rely on the breach set out in the notice to the Lessee and this Lease will continue as if no such breach had occurred.

**28 Renewal**

28.1 If the Lessee has performed its obligations under this Lease the Lessor agrees that the Lease will automatically be renewed in perpetuity every 21 years beginning with the 21st anniversary of the Start Date for a further 21 year period unless the Lessee gives written notice to the Lessor at least six months before the expiry of the current Lease Term that it does not wish the Lease to be renewed.

28.2 The renewed lease will be on the terms and conditions expressed or implied in this Lease, including this right of renewal, provided that either party may initiate the rent review process in accordance with clause 3.

**29 Right of First Refusal for Lessor's Interest**

29.1 If at any time during the Lease Term the Lessor wishes to sell or transfer its interest in the Land the Lessor must within a reasonable time give written notice (Lessor's Notice) to the Lessee setting out the terms on which the Lessor wishes to sell the Land and offering to sell it to the Lessee on those terms.

**5.2: MINISTRY OF EDUCATION LEASE**

- 29.2 The Lessee has 60 Business Days after and excluding the date of receipt of the Lessor's Notice (time being of the essence) in which to exercise the Lessee's right to purchase the Land, by serving written notice on the Lessor (Lessee's Notice) accepting the offer contained in the Lessor's Notice.
- 29.3 If the Lessee does not serve the Lessee's Notice on the Lessor in accordance with clause 29.2 the Lessor may sell or transfer the Lessor's interest in the Land to any person on no more favourable terms than those previously offered to the Lessee.
- 29.4 If the Lessor wishes to offer more favourable terms for selling or transferring the Lessor's interest in the Land than the terms contained in the Lessor's Notice, the Lessor must first re-offer its interest in the Land to the Lessee on those terms by written notice to the Lessee and clauses 29.1–29.4 (inclusive) will apply and if the re-offer is made within six months of the Lessor's Notice the 60 Business Days period must be reduced to 30 Business Days.
- 29.5 The Lessor may dispose of the Lessor's interest in the Land:
- (a) to a wholly owned subsidiary of the Lessor; or
  - (b) to a successor in title to the Lessor following its restructure, reorganisation or dissolution,

and in any case the consent of the Lessee is not required and the Lessee's right to purchase the land under clause 29 will not apply.

**30 Entire Agreement**

This Lease sets out the entire agreement between the parties in relation to the Land and any variation to the Lease must be recorded in writing and executed in the same way as this Lease.

**31 Disputes**

- 31.1 Any dispute or difference which may arise between the parties concerning the interpretation of this Lease or relating to any other matter arising under this Lease will be actively and in good faith negotiated by the parties with a view to a speedy resolution of such differences.
- 31.2 If the parties cannot resolve a dispute or difference within fifteen working days of any dispute or difference arising then, unless otherwise expressly provided in this Lease, they will without prejudice to any other right, explore whether such dispute or difference can be resolved by agreement between them using informal dispute resolution techniques such as mediation. The rules governing any such technique if adopted will be agreed between the parties or as selected by the organisation known as "LEADR" (Lawyers Engaged in Alternative Dispute Resolution).
- 31.3 If the parties cannot agree on any dispute resolution technique within a further fifteen working days of any dispute or difference being considered for referral by both parties to any informal dispute resolution technique under Clause 31.2 then the dispute or difference shall be settled by reference to arbitration. Except as otherwise expressly provided in this Lease the reference shall be to a single arbitrator if one can be agreed upon, or to two arbitrators (one to be appointed by each party) and their

**5.2: MINISTRY OF EDUCATION LEASE**

umpire (appointed by them prior to their arbitration), such arbitration to be carried out in accordance with the Arbitration Act 1996.

- 31.4 The parties will co-operate to ensure the efficient conduct of any arbitration. In particular, each party will comply with any reasonable time limits sought by the other for settling terms of reference, interlocutory matters and generally all steps preliminary and incidental to the hearing and determination of the proceedings.

**32 Service of Notices**

- 32.1 Notices given under this Lease by the Lessor must be served on the Lessee by hand delivery or by registered mail addressed to:

The Secretary for Education  
Ministry of Education  
PO Box 1666  
WELLINGTON 6011

- 32.2 Notices given under this Lease by the Lessee must be served on the Lessor by hand delivery or by registered mail addressed to:

[INSERT CONTACT DETAILS]

- 32.3 Hand delivered notices will be deemed to be served at the time of delivery. Notices sent by registered mail will be deemed to be served two Business Days after posting.

**33 Registration of Lease**

The parties agree that the Lessee may at its expense register this Lease under the Land Transfer Act 1952. The Lessor agrees to make title available for that purpose and consents to the Lessee caveating title to protect its interest in the Lease before registration.

**34 Costs**

The parties will pay their own costs relating to the negotiation, preparation and execution of this Lease and any renewal, variation or surrender of the Lease.

RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

---

5.2: MINISTRY OF EDUCATION LEASE

LESSOR:

LESSEE:

HER MAJESTY THE QUEEN  
acting by and through the Secretary for Education

---

MEMORANDUM OF LEASE

---

---

THE SECRETARY FOR EDUCATION  
MINISTRY OF EDUCATION  
NATIONAL OFFICE  
WELLINGTON

---

**5.3 MINISTRY OF JUSTICE LEASE**

---



5.3: MINISTRY OF JUSTICE LEASE

**SCHEDULE A**

**ITEM 1 THE LAND**

All that parcel of land being the Land previously specified.

**ITEM 2 THE COMMENCEMENT DATE**

The commencement date of this Lease shall be the 1<sup>st</sup> day of 20 .

**ITEM 3 ANNUAL RENTAL**

[ ] dollars (\$\_\_\_\_.00) per annum plus GST payable annually in advance on the first day of each lease year during the continuance of this lease with a first payment due on the [ ] day of [ ] 200 .

**ITEM 4 TERM OF LEASE**

**4.1 Initial term**

\_\_\_ years from the Commencement Date, to determination on the 20 day of .

**4.2 Subsequent terms**

Rights of renewal for terms of \_\_\_ years each forever from the day of 20 and each \_\_\_<sup>th</sup> anniversary after that date, subject to clause 4.02(a)(v)

**ITEM 5 LESSEE OUTGOINGS**

- 5.1 Rates, levies, charges, assessments, duties or fees payable to any local, territorial, governmental and any other statutory authority (subject to Item 5.5).
- 5.2 Charges for water, gas, electricity, telephones and other utilities or services.
- 5.3 Rubbish collection charges.
- 5.4 All costs associated with the repair, maintenance or replacement of any fencing on the land.
- 5.5 The amount by which the land tax of the Lessor (if any) has been increased by virtue of its ownership of the Land, but excluding any other taxes levied against the Lessor in respect of its interest in the Land and excluding any income tax assessed in respect of the Lessor's income from the Land.
- 5.6 [all and every other cost associated with the Land].

**ITEM 6 PERMITTED USE**

- (a) For the purposes of the administration of justice by the Crown, including use as a courthouse and related facilities which can include cells for overnight prisoner accommodation; **[and/or**



5.3: MINISTRY OF JUSTICE LEASE

- (b) any other commercial use permitted as of right by the operative District Plan from time to time of the territorial authority having jurisdiction in respect of the Land.]

**ITEM 7 RIGHTS OF RENEWAL**

Renewable as provided in Item 4.2 above.

**ITEM 8 RENT REVIEW DATES**

5 yearly from the Commencement Date of this Lease.

**[ITEM 9 LESSOR'S PROPERTY**

Nil.]

**ITEM 10 LESSEE'S IMPROVEMENTS**

As defined in clause 1.07

**ITEM 11 CLAUSE 4.01(e) CHARGEHOLDER'S NOTICE**

To: The Lessor  
(hereafter called "**the Lessor**")

And to: The Lessee  
(hereafter called "**the Lessee**")

From: Mortgagee / Chargeholder  
(hereafter called "**the Lender**")

In consideration of the Lessee accepting a lease from the Lessor of all the Land described in the Schedule below ("**the Land**") which the Lender acknowledges will be for its benefit, the Lender acknowledges that:

- (i) It has notice of the provisions of clause 4.01(e) and (f) of the said Lease; and
- (ii) It agrees that any Lessee's Improvements placed on the Land by the Lessee at any time prior to or during the continuance of the Lease, shall remain the property of the Lessee at all times during the continuance of the Lease and for a period of six months after the expiration or sooner determination of the Lease (hereafter collectively called "**the relevant period**");
- (iii) It will not claim any interest in any Lessee's Improvements under the security for its loan during the relevant period irrespective of how any Lessee's Improvement may be annexed to the Land and irrespective of any rule of law or equity to the contrary or any provisions of its security to the contrary;
- (iv) It agrees that this acknowledgement is irrevocable.

**SCHEDULE \*\*\***

[That parcel of land containing [ ]]

.....

(LENDER EXECUTION)

/ / 200

**ITEM 12      CLAUSE 4.01(f) CHARGEHOLDER'S NOTICE**

To:            The Lessor  
                  (hereafter called "**the Lessor**")

And to:        The Lessee  
                  (hereafter called "**the Lessee**")

From:          Mortgagee/Chargeholder  
                  (hereafter called "**the Lender**")

The Lender acknowledges that prior to the date it advanced monies to the Lessor under a security ("**the Security**") given by the Lessor over the land described in the Schedule below ("**the Land**") it had notice of and agreed to be bound by the provisions of clause 4.01(f) of the Lease of the Land and that in particular it agrees that notwithstanding any provision of the Security to the contrary and irrespective of how any Lessee's Improvement is annexed to the Land it:

- (i) Will not claim any security interest in any Lessee's Improvement placed on the Land prior to or after the commencement date of the Security;
- (ii) Will at all times acknowledge that any Lessee's Improvements shall remain the property of the Lessee at all times during the continuance of the Lease and for a period of six months after the expiration or sooner determination of the Lease.

**ITEM 13      ADDRESS FOR SERVICE**

Lessor:

Lessee:        Chief Executive  
                  Ministry of Justice  
                  Vogel Centre (Third Floor)  
                  Kate Sheppard Place  
                  WELLINGTON (DX SX 10088, WELLINGTON)

Facsimile:    (04) 918 8820

**SCHEDULE B**

**PART I - PRELIMINARY**

**1.00 DEFINITIONS AND INTERPRETATION**

1.01 In this Lease:

- (a) The expression “the Lessor” shall include and bind:
- (i) the persons executing this lease as Lessor; and
  - (ii) any Lessor for the time being under it; and
  - (iii) all the respective executors, administrators, successors, assigns and successors in title of each Lessor and if more than one jointly and severally.
- (b) The expression “the Lessee” shall include and bind:
- (i) the person executing this lease as Lessee;
  - (ii) all the Lessees for the time being under it; and
  - (iii) all the respective executors, administrators, successors, assigns and successors in title of each Lessee and if more than one jointly and severally;

and the expression “the Lessee” shall include the Lessee’s agents, employees, contractors and invitees and any person on the Land under the control or direction of the Lessee.

- (c) Words importing the singular or plural number shall include the plural or singular number respectively.
- 1.02 “District Plan” means a district plan within the meaning of the Resource Management Act 1991
- 1.03 “Goods and Services Tax” or “GST” means tax levied in accordance with the Goods and Services Tax Act 1985 or any tax in the nature of a Goods and Services Tax.
- 1.04 [**“Government Agency” includes any department or instrument of the Executive Government of New Zealand; and, includes:**
- (a) **a body corporate or corporation sole (whether called a corporation sole, a corporation, commission, council, board, authority, or by any name that has been established or constituted by a public Act of Parliament and that is named in that Act;**
  - (b) **a body corporate or organisation that is controlled wholly by the Crown or by any department, instrument, corporate, corporation sole, or organisation;**

5.3: MINISTRY OF JUSTICE LEASE

- (c) a Crown Entity within the meaning of the Crown Entities Act 2004 or as otherwise established or constituted by an Act of Parliament;
- (d) a State enterprise within the meaning of the State-Owned Enterprises Act 1985;]
- 1.05 “Government Work” means a work or any intended work that is to be constructed, undertaken, established, managed, operated or maintained by or under the control of the Crown or any Minister of the Crown for any public purpose.
- 1.06 “Lease” means, unless the context otherwise requires, this lease and any further renewal term thereof.
- 1.07 “Lessee’s Improvements” shall mean all improvements on the Land of any kind whatsoever including buildings, sealed yards, paths, lawns, gardens, fences and other like property of any kind whatsoever constructed or placed on the Land by the Lessee or any agent of the Lessee prior to or after the commencement of this Lease but shall exclude “Lessor’s Property”.
- 1.08 “Lessee’s Outgoings” means all outgoings the Lessee is obliged to pay under the provisions of this Lease.
- 1.09 “Lessor’s Property” means all improvements on the Land of any kind whatsoever including buildings, sealed yards, paths, lawns, gardens, fences[, drainage, pipes, mains and other work] and other like property **[which are placed on the Land by the Lessor after the commencement of this Lease]**.
- 1.10 “Working Day” means any day of the week other than:
- (a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign’s Birthday, Labour Day, New Zealand Anniversary Day or the Anniversary Day celebrated in the locality of the Premises; and
- (b) A day in the period starting on 24 December in any year and ending on 5 January in the following year, both days included.
- A Working Day shall be deemed to start at 9:00 am and finish at 5:00 pm.
- 1.11 “The Land”, “The Commencement Date”, “Annual Rental”, “Term of the Lease” and “Permitted Use” shall have the meanings ascribed to them in Schedule A.
- 1.12 The term “to sublet” shall include the granting of a licence to occupy the Land or part thereof and “subletting” and “sublease” shall be construed accordingly.
- 1.13 References to a statute include references to regulations, orders, rules or notices made under that statute and references to a statute or regulation include references to all amendments to or replacements of that statute or regulation, whether by subsequent statute, consolidation, re-enactment, substitution or otherwise.
- 1.14 A covenant not to do anything shall be deemed to include an obligation not to suffer, permit or cause that thing to be done.
- 1.15 Clause headings are inserted for reference only and shall not affect the interpretation of this Lease.

## **PART II - LESSEE'S COVENANTS**

### **2.00 LESSEE'S COVENANTS**

#### **2.01 PAYMENT OF ANNUAL RENT**

The Lessee shall pay the annual rent without deduction or set off in the manner and at the times provided in Item 3 of Schedule A. All payments of rent shall be paid by direct bank payment or as the Lessor may direct.

#### **2.02 PAYMENT OF LESSEE OUTGOINGS**

- (a) The Lessee shall pay the Lessee Outgoings in respect of the land which are specified in Item 5 of Schedule A direct to the creditors concerned and shall cause a separate rating assessment to issue in the name of the Lessee in respect of the Land.
- (b) The Lessee's liability to pay Lessee's Outgoings during the term of this Lease shall subsist until the end or earlier termination of this Lease.
- (c) The Lessee shall pay all other outgoings it is required to pay under this Lease.

#### **2.03 USE OF LAND**

The Lessee shall not use the Land for any purpose other than the Permitted Use described in Item 6 of Schedule A. [The Lessee must obtain the Lessor's prior written consent before the Lessee uses the Land for any purpose other than the Permitted use, with such consent not to be unreasonably or arbitrarily withheld or delayed]. The Lessee acknowledges that it has entered into this Lease in reliance on its own judgement and not in reliance on any representation or warranty by the Lessor.

#### **2.04 COMPLIANCE WITH LAW**

- (a) The Lessee shall comply with the provisions of all statutes, ordinances, regulations, bylaws and codes in any way touching upon, relating to or affecting the Land or the conduct of the Permitted Use on the Land and will also at the Lessee's own cost in all things comply with the provisions of all statutes, ordinances, regulations, bylaws, codes, requisitions or notices issued, made or given by any lawful authority in respect of the Land or the Lessee's conduct of the Permitted Use on the Land or the Lessee's Improvements on the Land.
- (b) Without limiting the generality of the foregoing the Lessee will take all reasonable steps to maintain a current warrant of fitness in respect of any building on the Land where such warrant of fitness is required in terms of the Building Act 2004.

#### **2.05 AVOIDANCE OF DANGER**

The Lessee shall:

- (a) Take all reasonable precautions to minimise any danger or hazard arising from the Lessee's use of the Land and shall not permit any goods of a dangerous nature to be stored or used on the Land unless stored and used in a manner

**5.3: MINISTRY OF JUSTICE LEASE**

which complies with all statutes, ordinances, regulations, bylaws and codes or standards in that regard;

- (b) Promptly remedy any danger or hazard that may arise on the Land;
- (c) At all material times keep in place written rules and procedures in order to comply with health and safety in employment requirements which the Lessee is obliged by law to comply with.

**2.06 LESSEE'S MAINTENANCE AND REPAIR OBLIGATION IN RESPECT OF THE LAND**

The Lessee shall punctually and at the Lessee's expense keep the Land clean and tidy, free and clear from all rubbish, noxious weeds and plants to the satisfaction of the Lessor and take any steps necessary to control any pest infestation occurring on or emanating from the Land. **[The Lessee agrees to punctually and at the Lessee's expense keep and maintain its service connections].**

**2.07 SIGNAGE**

The Lessee shall have the right to affix names, signs, nameplates, signboards and advertisements relating to the Permitted Use without the consent of the Lessor. The Lessee shall not otherwise affix, paint or exhibit or permit to be affixed, painted or exhibited any name, sign, name-plate, signboard or advertisement of any description on or to the exterior of the Lessee's Improvements or the Land or any Lessors' Property thereon without the prior approval in writing of the Lessor, such approval not to be unreasonably or arbitrarily withheld. Any signage shall be secured in a substantial and proper manner so as not to cause any damage and the Lessee shall at the end or sooner determination of this Lease remove the signage and make good any damage occasioned thereby.

**2.08 INSURANCE**

- (a) The Lessee shall insure at its own cost against all public liability in the sum of at least \$2,000,000 in respect of any single event in the name of the Lessee at all times during the continuance of this Lease. The amount of this insurance shall be adjusted at any rent review or renewal of this Lease by any increase in the consumer price index (all groups) in the preceding five years measured against that index at the Commencement Date of the original term of this Lease. If there is no consumer price index (all groups) then the adjustment will be made by reference to the next most appropriate index or any index published in place of the CPI (all groups).
- (b) The provisions of clause 2.08(a) shall be of no application whilst the Lessee is **HER MAJESTY THE QUEEN.**

**2.09 SUNDRY LESSEE ACKNOWLEDGEMENTS**

The Lessee acknowledges:

- (a) That the Lessor shall not be liable to erect or maintain or contribute towards the cost of the erection or replacement of any dividing or boundary fence or portion thereof between the Land and any adjoining land which is the property of the Lessor;

**5.3: MINISTRY OF JUSTICE LEASE**

- (b) That the Lessee shall at its own cost and expense in all things fence the boundaries of the Land insofar as the Lessee deems this reasonably necessary for the purposes of the Permitted Use.

**2.10 GST**

The Lessee shall pay to the Lessor or as the Lessor shall direct the GST payable by the Lessor in respect of the rental and other payments payable by the Lessee hereunder. The GST in respect of the rental shall be payable on each occasion when any rental payment falls due for payment and in respect of any other payment shall be payable on demand.

**2.11 LESSEE'S ACKNOWLEDGEMENT**

The Lessee agrees to occupy and use the Land at the Lessee's risk and releases to the fullest extent permitted by law the Lessor, its servants and agents from all claims and demands of any kind and from all liability which may arise in respect of any inherent defect in the Land or any accident, damage or injury occurring to any person or property in or about the Land, except where this is caused by the wilful or reckless act of the Lessor or persons acting under the control of the Lessor.

**PART III**

**3.00 LESSOR'S COVENANTS**

**3.01 QUIET ENJOYMENT**

Should the Lessee pay the rent and observe and perform all the covenants and agreements expressed or implied in this Lease, the Lessee shall quietly hold and enjoy the Land throughout the term of this Lease without any interruption by the Lessor or any person claiming by, through or under the Lessor.

**3.02 LESSOR'S PROPERTY**

**[The Lessor acknowledges that the Lessor's Property on the Land at the Commencement Date of this Lease (if any) is as listed in Schedule A Item 9 and that the Lessor shall not during the continuance of this Lease place any further Lessor's Property on the Land unless this is expressly permitted in writing by the Lessee prior to its construction or placement. The Lessor further acknowledges that the Lessee may at its absolute discretion in all things decline consent to the construction or placement of any Lessor's Property on the Land and that all improvements on the Land at the Commencement Date of this Lease which are not listed as Lessor's Property are Lessee's Improvements.]**

**3.03 LESSOR CONSENT TO GROUND WORKS**

- (a) Notwithstanding anything to the contrary in this Lease, the Lessee shall not:
- (i) Make any excavation of the Land; or
  - (ii) Conduct any works on the Land likely to cause any subsidence, sinkage or damage to the Land or the land or property of any other person;

**5.3: MINISTRY OF JUSTICE LEASE**

- (iii) Remove any boundary-fence or retaining works except where this is necessary or conducive to the conduct of the Permitted Use and the Lessor has first been given twenty (20) working days' notice in writing of the proposed removal;
- (iv) Make any sub-soil installation, alteration or interfere with any underground reticulated services, except where this is necessary or conducive to the conduct of the Permitted Use and the Lessor has first been given twenty (20) working days' notice in writing of the proposed installation, alteration or interference;

without, in each case, the Lessor's prior written approval, such approval not to be unreasonably or arbitrarily withheld and not to be withheld where the works are necessary or conducive to the conduct of the Permitted Use. Where the circumstances reasonably require, the Lessor's approval may be given subject to any reasonable conditions;

- (b) Should the Lessor either fail to give an approval within 14 days of being requested to do so or give an approval which is subject to conditions the Lessee considers unreasonable, then the matter shall be referred to a registered civil engineer agreed upon by the parties for his or her expert determination. Should the parties be unable to agree upon the appointment of an engineer, then either party shall be at liberty to make written application to the President for the time being of the Institute of Professional Engineers of New Zealand to appoint an engineer and any appointment so made shall be final and binding on the parties. The engineer shall act as an expert in determining the issue(s) and not as an arbitrator and the engineer's decision shall be final and binding on the parties. The engineer's costs shall be met in full by the Lessee, unless the engineer otherwise so determines.

**3.04 DESIGNATION**

The Lessor covenants that it consents to the Lessee maintaining a designation for courthouse purposes or any other Government Work over the Land for the duration of this Lease, should this be desired by the Lessee. Upon the expiration of this Lease or its sooner determination, the Lessee shall promptly uplift any designation.

**3.05 PROVISION OF CERTAIN NOTICES TO THE LESSEE**

Whenever the Lessor receives any notice from any local or governmental authority concerning the payment of local authority rates or the rating valuation of the Land or the Lessee's Improvements, the Lessor will promptly provide a copy of such notice to the Lessee and, in any event, within sufficient time to enable the Lessee to make any submission as seen fit by the Lessee to the local authority or the relevant governmental authority, as the case may be.



## PART IV - MUTUAL COVENANTS

### 4.00 MUTUAL COVENANTS

#### 4.01 LESSEE'S IMPROVEMENTS

##### Maintenance

- (a) The Lessee shall at the Lessee's own expense in all things keep any Lessee's Improvements on the Land in good order, condition and repair during the continuance of this Lease, and in respect of buildings on the Land, will keep such buildings water tight throughout the term of the Lease.
- (b) The Lessee acknowledges that the Lessor shall have no repair or maintenance obligations for any of the Lessee's Improvements on the Land.

##### Construction or Alterations to Lessee's Improvements

- (c) The Lessee shall be allowed to construct Lessee's Improvements and to make any alterations or additions to Lessee's Improvements without the prior written approval of the Lessor where this is necessary or incidental to the Permitted Use of the Land. In all other cases, the Lessee shall be obliged to seek the prior written consent of the Lessor to the construction of any Lessee's Improvements which are not necessary or incidental to the Permitted Use of the Land, and such consent shall not be unreasonably or arbitrarily withheld. **[This clause 4.01(c) shall only apply while the Lessee is Her Majesty the Queen.]**

##### Lessor's Acknowledgements as to Lessee's Improvements

- (d) The Lessor acknowledges in relation to Lessee's Improvements that:
  - (i) notwithstanding any rule of law or equity to the contrary, property in all Lessee's Improvements shall remain with the Lessee throughout the continuance of this Lease and irrespective of how such property is annexed to the Land;
  - (ii) the Lessee's Improvements are to be fully insured by the Lessee in its own name; and
  - (iii) when any Lessee's Improvements are destroyed or damaged, the decision whether to reinstate or not is solely with the Lessee and property in any insurance proceeds is also solely with the Lessee. Should the Lessee decide to reinstate the Lessee's Improvements following destruction or damage, the Lessee undertakes to notify the Lessor of its plans for such reinstatement and will in good faith consider any reasonable representations, objections or concerns raised by the Lessor in relation to the planned reinstatement, provided such representations, objections or concerns, are provided in a timely fashion following notification by the Lessee, recognising however that the final decision on the form and detail of any reinstatement rests with the Lessee.

5.3: MINISTRY OF JUSTICE LEASE

**Acknowledgments from Mortgagees or Chargeholders**

- (e) Should the Land be subject to any Mortgage or other charge at the Commencement Date of this Lease, then the Lessor will when presenting this Lease to the Lessee for its acceptance also present to the Lessee the written acknowledgement of any and all existing mortgagees or chargeholders of the Land in the form prescribed in Schedule A Item 11 duly executed by any such mortgagees or chargeholders, it being further acknowledged by the Lessor that the Lessee shall not be required to execute the within Lease until the provisions of this sub clause have been fully satisfied;
- (f) Should the Lessor, subsequent to the Commencement Date of this Lease, propose to grant any mortgage or charge then, prior to doing so, it shall have executed by any proposed Mortgagee or Chargeholder the written acknowledgement in the form prescribed in Schedule A Item 12, it being further acknowledged by the Lessor that it will not grant any mortgage or charge until the provisions of this clause have been satisfied and further that it will deliver executed originals of such acknowledgements to the Lessee within three (3) working days from the date of their receipt by the Lessor;

**Removal of Lessee's Improvements**

- (g) The Lessee may at its option remove all or any of the Lessee's Improvements from the Land at any time during the continuance of this Lease, and also during the period of 6 months from the expiration or sooner determination of this Lease. It is acknowledged and agreed by the parties that property in all Lessee's Improvements remains with the Lessee until the expiration of the 6 month period in the absence of any agreement between the parties to the contrary. No prior written consent or any other consent of the Lessor shall be required in respect of any such removal effected by the Lessee. The Lessor further acknowledges that it will be deemed by the provisions of this clause to have granted to the Lessee a Licence to enter the Land for a period of up to six (6) months subsequent to the expiration of this Lease to remove Lessee's Improvements, and the Lessee shall give **[no less than 12 months notice as to whether it requires the full 6 months licence period or a lesser period]**. This provision shall enure for the benefit of the Lessee notwithstanding the prior expiration of this Lease and shall also bind any successor in title to the Lessor subsequent to the expiry of the Lease;
- (h) In the event that the Lessee removes its Lessee's Improvements from the Land as aforesaid, it shall make good any damage to the Land and will leave the Land in a neat, tidy and safe condition subsequent to any such removal;
- (i) The Lessor shall do nothing to obstruct or otherwise impede the removal of any Lessee's Improvements from the Land at any time prior to the date of expiration or sooner determination of the Lease or within six months after such date, notwithstanding any rule of law or equity to the contrary;
- (j) The Lessee shall pay a licence fee equal to the rental payable immediately before the determination of the Lease for the six month period, or such lesser period as the Lessee requires to remove Lessee's Improvements from the Land;

5.3: MINISTRY OF JUSTICE LEASE

- (k) The provisions of this clause shall not merge upon the expiration or sooner determination of this Lease but shall enure for the benefit of the party entitled until completely performed;
- (l) **[Subject to subclause (m) the Lessee shall not be required by the Lessor to remove any Lessee's Improvements as at the expiration of the term of the Lease or at any time subsequent to such expiration, and all Lessee's Improvements remaining upon the Land at the option of the Lessee after the expiration of the six month period provided in subclause 4.01(g) shall vest in and become the property of the Lessor. No compensation or other consideration shall be payable by the Lessor to the Lessee in respect of any Lessee's Improvements vesting in the Lessor, and the Lessor shall have no claim upon the Lessee in respect of any such Lessee's Improvements.]**
- (m) If the Lessee is not a Government Agency as at the expiry of the term of this Lease, the Lessee will if required by the Lessor in writing demolish or remove all Lessee's Improvements (or such lesser portion as may be acceptable to the Lessor) from the Land at the expiry of the term without being obliged to pay to the Lessor any compensation for their demolition or removal. Following such demolition or removal the Lessee shall make good any damage to the Land and will leave the Land in a neat, tidy and safe condition.

4.02 **ASSIGNMENT AND SUBLETTING**

- (a) Subject to clauses 4.02(c) and (d) and 4.03, the Lessee must not assign or otherwise part with the possession of the Land or any part of the Land without first obtaining the written consent of the Lessor which the Lessor will give if the following conditions are fulfilled:
  - (i) The Lessee proves to the satisfaction of the Lessor that the proposed assignee is (or in the case of a company the shareholders of the company of the proposed assignee are) respectable, responsible and has the financial resources to meet the commitments under this lease.
  - (ii) All rent and other moneys payable under this Lease have been paid and there is no subsisting (in the case of a Government Agency a material, willful and deliberate) breach of any of the Lessee's covenants.
  - (iii) The Lessee pays the proper costs and disbursements in respect of the approval or preparation of any deed of covenant or guarantee and (if appropriate) all fees and charges payable in respect of any reasonable enquiries made by or on behalf of the Lessor concerning any proposed assignee.
  - (iv) The Lessee will, at the Lessee's own expense, procure the execution by an assignee of a deed of covenant with the Lessor that the assignee will, at all times pay the rent at the times and in the manner provided in this Lease and will observe and perform all the covenants and conditions contained in this Lease.
  - (v) Where the assignee is a party which is not a Government Agency, the Lessee will at the Lessee's own expense procure the execution by the

**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

---

**5.3: MINISTRY OF JUSTICE LEASE**

assignee of a variation of this Lease whereby the Lease will be varied as follows:

- (aa) The Lease will cease to be perpetually renewable;
  - (bb) The number of further terms will be reduced to \_\_\_ (of \_\_\_ years each) so that the Lease will have a final expiry date (if all rights of renewal are exercised) at the date of expiration of a period of \_\_\_ years following the expiration of the term of the Lease during which the assignment is effected;
  - (cc) The Rent will be reviewed at the next prescribed rent review date in accordance with the provisions of Lease and every 5 years thereafter as set out in clause 4.06 of the Lease.
  - (vi) Where the assignee is a company not listed on the main board of a public stock exchange, the Lessor may require the deed of covenant referred to in paragraph (iv) above to be executed by that company and also by such other shareholders of that company as the case may be, as the Lessor reasonably requires, as joint and several guarantors, upon the terms set out in the then current edition of the Auckland District Law Society form of Standard Lease for Commercial Premises or if such lease is no longer published, then upon such terms as are commonly used in leases of commercial premises.
- (b) For the purposes of clause 4.02(a) any change in the shareholding of the Lessee (where the Lessee not being a Government Agency is a company which is not listed on the main board of a public stock exchange) or any amalgamation under section 219 of the Companies Act 1993 altering the effective control of the Lessee shall be a deemed assignment of this Lease and will require the consent of the Lessor unless such deemed assignment involves a change of effective control to any of the entities mentioned in clauses 4.02(c) and 4.02(d).
- (c) **[If, by any statutory provision or regulation enacted during the Term of this Lease, the Lessee is obliged to transfer or assign management of the Land or any aspect of such management to a third party, the provisions of clause 4.01(a) will not apply to such a transfer or assignment and the Lessee will be entitled to transfer or assign its interest as Lessee under this Lease, or any aspect of management of the Land, to such a third party without further reference to the Lessor, who will be deemed to have approved such a transfer or assignment and will immediately sign any document necessary to give effect to such a transfer or assignment, if so requested by the Lessee.]**
- (d) **[Despite clause 4.02(a), the Lessee may at any time and from time to time:**
- (i) **transfer or assign its interest as Lessee under this Lease, or grant a sublease or licence of the whole or any part(s) of the Land, to any Government Agency; and/or**
  - (ii) **grant a sublease or licence of the whole or any part(s) of the Land to any other person,**

**5.3: MINISTRY OF JUSTICE LEASE**

**in either case without further reference to the Lessor, who will be deemed to have approved such a transfer, assignment or sublease and will immediately sign any document necessary to give effect to such a transfer, assignment or sublease, if so requested by the Lessee.]**

- (e) Where the Lessee grants a sublease or licence of the whole or any part(s) of the Land to any other person, the Lessee will not permit any sublessee to deal with the sublease in any way in which the Lessee is restrained from dealing without consent under this Lease.

**4.03 RIGHT OF FIRST REFUSAL FOR LESSOR IF LESSEE TO ASSIGN**

- (a) The following subclauses of this clause 4.03 will only apply in the event that the Lessee proposes to assign the Lessee's interests in this Lease to a party which is not a Government Agency. The Lessor shall have no right of first refusal in the event of the Lessee wishing to transfer or assign its interest as Lessee under this Lease to a Government Agency.
- (b) If at any time before the expiration or earlier termination of the term or any renewed or extended term the Lessee wishes to assign the Lessee's interest in this Lease (including any assignment by way of sale of the Lessee's Improvements) the Lessee must immediately give written notice ('Lessee's Notice') to the Lessor setting out the terms on which the Lessee wishes to assign its interest in the Lease and sell the Lessee's Improvements (together 'the Lessee's Interest').
- (c) The Lessor will have 60 Working Days following the date of receipt of the Lessee's Notice (time being of the essence) in which to exercise the Lessor's right to purchase the Lessee's Interest, by serving written notice on the Lessee ('Lessor's Notice') accepting the offer contained in the Lessee's Notice.
- (d) If the Lessor does not serve the Lessor's Notice on the Lessee in accordance with subclause (c) then the Lessee may assign the Lessee's Interest to any other person on no more favourable terms than those previously offered to the Lessor. The provisions of clause 4.02 of this Lease will apply to any such assignment.
- (e) If the Lessee wishes to offer more favourable terms for assignment of the Lessee's Interest than the terms contained in the Lessee's Notice, the Lessee must first re-offer its interest therein to the Lessor on those terms by written notice to the Lessor and clauses 4.03(b), (c), and (d) (inclusive) shall apply. If the re-offer is made within 6 months of the initial Lessee's Notice, the 60 Working Day period for acceptance shall be reduced to 30 Working Days.

**4.04 LESSOR MAY REMEDY LESSEE DEFAULT**

- (a) Should the Lessee default in the observance or performance of any of the Lessee's obligations hereunder and should the Lessor have first served not less than twenty-one (21) clear days' written notice of its intention to enter upon the Land and to do, execute and perform or procure to be performed all such acts, deeds, matters and things required to make good any Lessee default except in the case of an emergency where no notice shall be required, then it shall be lawful for the Lessor in addition to any of its remedies to enter

5.3: MINISTRY OF JUSTICE LEASE

the Land and do all such acts, deeds, matters and things required to make good such default and to recover the costs of such action from the Lessee.

- (b) Any notice served under the provisions of clause 4.04(a) shall specify sufficient particulars to adequately advise the Lessee of the breach (or breaches) of Lease in respect of which notice is issued and the fact that such notice is issued under the provisions of this clause. Non compliance with these requirements shall render any such notice void.

4.05 **RENEWAL**

- (a) The Lessee not being at that time in breach of any material provision of this Lease shall on or prior to the end of the initial term or any subsequent term of this Lease, be entitled to a renewal of this Lease for the further term specified in Schedule One from the date of expiry of the initial term or any subsequent term as follows:
  - (i) the Annual Rent will be agreed upon or failing agreement will be determined in accordance with clause 4.06 as though the commencement date of the renewed term were a Rent Review Date; and
  - (ii) the renewed lease will otherwise be on and subject to the covenants and agreements expressed or implied in this Lease including this covenant for renewal.
- (b) No earlier than 24 months prior to the expiration of the initial term or any subsequent term, the Lessor shall give written notice to the Lessee specifying that the term of the Lease is due to expire and that if the Lessee fails to exercise the right of renewal referred to in clause 4.05(a) within 6 months from the date of receipt of notice from the Lessor (time being of the essence), then the Lessee shall be deemed to have irrevocably waived its right to renew the Lease. The parties acknowledge and agree that the earliest date by which the Lessee can be required to give notice of renewal as a result of the operation of this clause 4.05(b) is the date which falls 18 months prior to the expiration of the relevant term.
- (c) In the event that the Lessor does not give notice to the Lessee pursuant to clause 4.05(b), the Lessee shall be entitled to renew this Lease by notice in writing to that effect given to the Lessor at any time, up until the expiry date.

4.06 **RENT REVIEW**

- (a) **[The Annual Rental payable as from each review date shall be determined as follows:**
  - (i) **Either party may not earlier than 3 months prior to a review date and not later than one year after any review date (time being of the essence) give written notice to the other party specifying the annual rent proposed as the current market rent as at the relevant review date.**
  - (ii) **If the party receiving the notice (“the Recipient”) gives written notice to the party giving the notice (“the Initiator”) within 20**

5.3: MINISTRY OF JUSTICE LEASE

**Working Days** after service of the Initiator's notice disputing the annual rent proposed and specifying the annual rent proposed by the Recipient as the current market rent, then the new rent shall be determined in accordance with clause 4.06(b).

- (iii) If the Recipient fails to give such notice (time being of the essence) the Recipient shall be deemed to have accepted the annual rent specified in the Initiator's notice and the extension of time for commencing arbitration proceedings contained in the Arbitration Act 1996 shall not apply.
  - (iv) The Annual Rental agreed, determined or imposed pursuant to this clause shall be the annual rental payable as from the relevant rent review date, or the date of service of the Initiator's notice if such notice is served later than 6 months after the relevant rent review date but subject to clause (c) and (d).
  - (v) The rent review at the option of either party may be recorded in a Deed.
- (b) Immediately following service of the Recipient's notice on the Initiator, the parties shall endeavour to agree upon the current market rent of the Land, but if agreement is not reached within 20 working days then the same may be determined either:
- (i) By one party giving written notice to the other requiring the current market rent of the Land to be determined by arbitration; or
  - (ii) If the parties so agree by registered valuers acting as experts and not as arbitrators as follows:

    - (aa) Each party shall appoint a valuer and give written notice of the appointment to the other party within 20 working days of the parties agreeing to so determine the new rent;
    - (ab) If the party receiving a notice fails to appoint a valuer within the 20 working day period then the valuer appointed by the other party shall determine the new rent and such determination shall be binding on both parties;
    - (ac) The valuers appointed before commencing their determination shall appoint a third expert who need not be a registered valuer;
    - (ad) The valuers appointed by the parties shall determine the current market rent of the Land but if they fail to agree then the rent shall be determined by the third expert;
    - (ae) Each party shall be given the opportunity to make written or oral representations subject to such reasonable time and other limits as the valuers or the third expert may prescribe and they shall have regard to any such representations but not be bound thereby.

5.3: MINISTRY OF JUSTICE LEASE

In ascertaining the new annual rental to apply from a review date:

- (af) the value of any building or improvements then existing upon the Land shall not be taken into consideration; and
- (ag) [for so long as the Lessee is a Government Agency, the parties and their valuers shall have regard only to the actual use the land is put to by the Lessee (which in the case of the Ministry of Justice or its successor is recorded in Item 6(a) of Schedule A), and shall disregard the use specified in Item 6(b) of Schedule A.]

When the new rent has been determined, the person or persons determining the same shall give written notice thereof to the parties. The notice shall provide as to how the costs of the determination shall be borne and which provision shall be binding on the parties.

- (c) The annual rent so determined or accepted:
  - (i) shall not, in the case of a rent review during the initial term of this Lease, be less than the Annual Rental payable as at the Commencement Date, or in the case of a rent review during any subsequent term, be less than the Annual Rental payable at the commencement of such subsequent term; and
  - (ii) shall be the Annual Rental from the Rent Review Date, or the date of the initiated notice if such notice is given later than 6 months after the Rent Review Date.
- (d) For the avoidance of doubt, where a rent review date coincides with the commencement of a renewed or subsequent term, the annual rent shall be the current market rent of the Land agreed or determined as at that date in accordance with the foregoing provisions, and no minimum rent shall apply.
- (e) Pending determination of the current market rent of the Land, the Lessee if it is a Government Agency shall from the relevant review date, or the date of service of the Initiator's notice if such notice is served later than 3 months after the relevant review date, until the determination of the current market rent of the Land, pay an interim rent equivalent to that prior to the review date, however if the Lessee is not a Government Agency it will pay an interim rent as follows:
  - (i) If both parties supply a registered valuer's certificate substantiating the new rents proposed, the interim rent payable shall be half way between the new rents proposed by the parties, or
  - (ii) If only one party supplies a registered valuer's certificate, the interim rent payable shall be the rent substantiated by the certificate; or



5.3: MINISTRY OF JUSTICE LEASE

- (iii) If no registered valuer's certificates are supplied, the interim rent payable shall be the rent payable immediately prior to the relevant review date.
- (f) Upon determination of the new rent, any overpayment shall be applied in payment of the next month's rent and any amount then remaining shall immediately be refunded to the Lessee. Any shortfall in payment shall immediately be payable by the Lessee.]

4.07 [RE-ENTRY

- (a) The Lessor may re-enter the Land where:
  - (i) rental is in arrears for a period exceeding twenty (20) days after any rent payment date;
  - (ii) the Lessee is in breach of any covenant on the Lessee's part herein expressed or implied;
  - (iii) the Lessee makes or enters into or attempts to make or enter into any composition, assignment or other arrangement with or for the benefit of the Lessee's Creditors;
  - (iv) the Lessee becomes insolvent, bankrupt or goes into liquidation;and the term of this Lease shall terminate on such re-entry and all Lessee's Improvements on the Land shall vest in and become the property of the Lessor, and no compensation or other consideration shall be payable by the Lessor to the Lessee in respect of any Lessee's Improvements vesting in the Lessor. Termination shall otherwise be without prejudice to the rights of either party against the other.
- (b) Whilst HER MAJESTY THE QUEEN is the Lessee under this Lease and should HER MAJESTY THE QUEEN either default in the payment of any rental for a period exceeding twenty days or more or otherwise breach any covenant on the Lessee's part herein expressed or implied, then before exercising any rights of re-entry the Lessor shall serve a notice (hereafter called "the Default Notice") on the Lessee specifying the breach complained of with sufficient particularity to enable the Lessee to clearly identify the default alleged.
- (c) The Default Notice notwithstanding anything to the contrary contained in clause 4.07(a) above shall specify that:
  - (i) the Lessee must within 30 days of receipt of such notice remedy the default specified; and
  - (ii) that should the Lessee not remedy the default specified within this time, the Lessor shall thereafter be at liberty to re-enter the Land and to determine this Lease pursuant to this clause 4.07.
- (d) The Lessor acknowledges that it shall not re-enter the Land unless and until the provisions of clause 4.07(b) have been satisfied in full and

5.3: MINISTRY OF JUSTICE LEASE

further that any re-entry contrary to the provisions of clause 4.07(b) shall be null and void ab initio.]

4.08 [LESSEE'S RIGHT OF EARLY TERMINATION

- (a) Notwithstanding anything to the contrary herein contained or implied it is agreed that the Lessee may at any time in its sole discretion and without being required to give any reason, terminate this Lease by providing to the Lessor not less than 12 months notice in writing to that effect PROVIDED THAT:
- (i) no such notice may be given during the initial 20 year term of this Lease; and
- (ii) no such notice may be given so as to effect termination of this lease within the first 10 years of any renewed term of this Lease.
- (b) The parties' respective rights and obligations under this Lease will cease from the effective date of termination, but without prejudice to any rights which have accrued up to the date of termination.]

4.09 INSURANCE

- (a) The Lessor shall be responsible for insuring any Lessor's Property on the Land.
- (b) The Lessee shall be responsible for insuring or self insuring any Lessee's Improvements on the Land.
- (c) Should any property referred to in sub clauses (a) and (b) above be damaged or destroyed, then it shall be the sole responsibility of the party effecting insurance to decide (subject to the rights of any mortgagee of theirs) whether to effect reinstatement or not and the other party shall abide by this decision whatever it may be.
- (d) [In the event of any building comprising a Lessee's Improvement being destroyed or so damaged as to render the Land untenable for the purpose specified in Item 6(a) of Schedule A in the reasonable opinion of the Lessee, then the Lessee may at its discretion terminate this Lease by giving 3 months notice in writing to that effect to the Lessor. At the expiration of such period this lease will come to an end and neither party will have any claim upon the other except in respect of any antecedent breach by either party. The Lessee will demolish any remaining Lessee's Improvements and will clear the Land of all improvements, structures, rubbish and debris.]

4.10 [RATING ASSESSMENTS

The parties agree that the Lessee may at any time make application to the Territorial Authority for a separate rating assessment of the Land in its name and thereafter account direct to the Territorial Authority for all rates payable on the Land.]

**5.3: MINISTRY OF JUSTICE LEASE**

**4.11 ENTIRE AGREEMENT**

This Lease constitutes the entire and complete agreement between the parties in relation to the lease of the Land and no variation shall be effective or binding unless it is recorded in writing and executed in the same manner as this Lease.

**4.12 DIFFERENCES AND DISPUTES**

- (a) Unless any dispute or difference is resolved by mediation or other agreement, the same shall be submitted to the arbitration of one arbitrator who shall conduct the arbitral proceedings in accordance with Arbitration Act 1996 and any amendment thereof or any other statutory provision then relating to arbitration.
- (b) If the parties are unable to agree on the arbitrator, an arbitrator shall be appointed, upon the request of any party, by the president or vice president for the time being of the New Zealand Law Society. That appointment shall be binding on all parties to the arbitration and shall be subject to no appeal. The provisions of Article 11 of the First Schedule of the Arbitration Act 1996 are to be read subject hereto and varied accordingly.
- (c) The procedures described in this clause shall not prevent the Lessor from taking proceedings for the recovery of any rental or other moneys payable hereunder which remain unpaid or from exercising the rights and remedies under this Lease.
- (d) The provisions of this clause shall be of no application to any review of rental under the provisions of clause 4.06(b)(ii).

**4.13 SERVICE OF NOTICES**

Any notice or other document required to be given, delivered or served under this Lease may be given, delivered, posted by ordinary post, served or transmitted by facsimile transmission (in which case it shall be subsequently posted) to the respective addresses for service of the Lessor and the Lessee set out in Item 13 of Schedule A. Any alteration to or change in any detail of a party's address for service shall be promptly advised to the other party.

If either party does not have a current address for service, then service in terms of this clause may be effected on that party by registered post addressed to the registered office or principal place of business of the party intended to be served; and any notice or other document given or served shall be deemed to have been given or served and received by the other party two days after the date of posting.

**4.14 REGISTRATION OF LEASE**

The parties acknowledge their agreement that this Lease be registered under the provisions of the Land Transfer Act 1952 at the expense of the Lessee in all things. The Lessor agrees to make title available for this purpose and consents to the Lessee caveating the title to protect its interest in the within Lease prior to the registration of this Lease. The parties shall take all practical steps to register the Lease as soon as possible and the Lessee shall withdraw any caveat it has lodged on the registration of the Lease.

5.3: MINISTRY OF JUSTICE LEASE

4.15 **COSTS**

- (a) The parties shall pay their own costs of and incidental to the negotiation, preparation and execution of this Lease. The Lessee shall pay the Lessor's costs of and incidental to the preparation and execution of any variation (where this is requested by the Lessee), renewal or surrender of this Lease or the obtaining of any consents or approvals associated with this Lease.
- (b) The Lessee shall pay the Lessor's reasonable costs (including reasonable legal costs) of and incidental to the proper enforcement or proper attempted enforcement of the Lessor's powers, rights or remedies under or pursuant to this Lease.

4.16 **INTEREST**

If the Lessee shall fail to pay any instalment of rental or other sum of money payable to the Lessor under this Lease within 14 days of the day on which it fell due or, if the Lessee shall fail to pay to the Lessor upon demand any amount paid by the Lessor to remedy any default by the Lessee of the Lessee's obligations under this Lease within 14 days from the date such demand is received by the Lessee, then any amount not so paid shall bear interest at the maximum rate of interest from time to time payable by the Lessor to its principal banker for overdraft accommodation plus a margin of 4% per annum accruing on a daily basis from the due date for payment or the due date of payment by the Lessor (as the case may be) down to the date that such amount is paid by the Lessee. The Lessor shall be entitled to recover such interest in the same manner as if it were rent in arrears.

4.17 **ESSENTIAL TERMS**

Any breach by the Lessee of the following provisions shall be deemed to be a breach of an essential term of this Lease:

(a) ***Payment of Rental:***

The covenant to pay rental or other money payable by the Lessee under this Lease;

(b) ***Assignment and Sub Leasing:***

The provisions dealing with assignment and sub leasing; or

(c) ***Use of Land:***

The provisions restricting the use of the Land.

4.18 **WAIVER**

The acceptance by the Lessor of any arrears of rental or other money payable under this Lease shall not constitute a waiver of the essential obligation to pay any other rental or money payable under this Lease, nor shall it constitute a waiver of any other essential term of this Lease.

5.3: MINISTRY OF JUSTICE LEASE

4.19 **RENT MORATORIUM**

If any moratorium or other law, act or regulation that (notwithstanding clause 4.06 hereof) applies to this Lease has the effect of postponing any periodic review of rental as at a review date, then if and whenever such moratorium is lifted or the law, act or regulation is repealed or amended so as to permit the rent to be reviewed, the review that has been postponed shall take place as at the date that the moratorium is lifted or such law, act or regulation is repealed or amended to the intent that the rent review shall establish the rental as at such date and not as at the postponed review date. Any subsequent rent review shall take place on the next following review date as specified in Item 8 of Schedule A.

4.20 **ARTEFACTS OR FOSSILS**

Artefacts, fossils, articles of value or antiquity and structures and other remains or things of geological, historical, archaeological or cultural interest relating to the indigenous people of New Zealand discovered on or under the surface of the Land shall, as between the Lessor and Lessee, be deemed to be the property of the Lessor. The Lessee shall use its best endeavours to prevent such articles or things being removed or damaged and shall, as soon as practicable, notify the Lessor of such discovery and carry out, at the expense of the Lessor, the Lessor's reasonable instructions as to delivery or disposal of such articles or things.

---

**5.4 DEPARTMENT OF CORRECTIONS LEASE**

---

RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.4: DEPARTMENT OF CORRECTIONS LEASE

Form F

**Lease instrument**  
(Section 115 Land Transfer Act 1952)

**Affected instrument Identifier  
and type (if applicable)**

**All/part**

**Area/Description of part or stratum**

|           |     |  |
|-----------|-----|--|
| SA56D/758 | All |  |
|-----------|-----|--|

**Lessor**

[TO BE CONFIRMED]

**Lessee**

HER MAJESTY THE QUEEN acting by and through the Chief Executive of the Department of Corrections

**Estate or Interest**

Insert "fee simple"; "leasehold in lease number" etc.

Fee simple

**Lease Memorandum Number (if applicable)**

**Term**

[to be confirmed]

**Rental**

[to be confirmed]

**Lease and Terms of Lease**

*If required, set out the terms of lease in Annexure Schedules*

The Lessor leases to the Lessee and the Lessee accepts the lease of the above Estate or Interest in the land in the affected computer register(s) for the Term and at the Rental and on the Terms of Lease set out in the above Lease Memorandum or in the Annexure schedule(s) (if any)

**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

**5.4: DEPARTMENT OF CORRECTIONS LEASE**

**Form L**

**Annexure Schedule**

Page

of

Pages

*Insert instrument type*

Lease

*Continue in additional Annexure Schedule, if required*

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions:** In this Lease, unless the context indicates otherwise:

**Annual Rent** means the annual rent for the Land specified in Schedule One, subject to changes resulting from the Lessor's exercise of any right to review the Annual Rent or on the Lessee's exercise of any right to renew this Lease;

**Authority** means and includes every governmental, local, territorial and statutory authority having jurisdiction or authority over the Land or its use;

**Commencement Date** means the date of commencement of the Initial Term specified in Schedule One;

**CPI** means the consumer price index (all groups) as published by Statistics New Zealand or its successor (or, if that index ceases to be published or otherwise ceases to be available to the parties, means such other index as measures, in a manner which most clearly resembles the manner in which the consumer price index (all groups) measures, inflation or deflation in New Zealand immediately prior to becoming unavailable to the parties or ceasing to be published);

**District Plan** means an operative or proposed district plan under the Resource Management Act 1991;

**Government Agency** includes any department or instrument of the Executive Government of New Zealand; and, includes:

- (a) A body corporate or corporation sole (whether called a corporation, commission, council, board, authority, or by any other name) that has been established or constituted by a public Act of Parliament and that is named in that Act;
- (b) A body corporate, entity or organisation that is controlled or wholly owned by the Crown, a Minister of the Crown or by any Government Department;
- (c) A Crown Entity within the meaning of the Crown Entities Act 2004.

**GST** means tax levied under the Goods and Services Tax Act 1985 and includes any tax levied in substitution of that tax;

**Land** means the land described on the first page of this instrument and for the avoidance of doubt excludes all of the Lessee's Improvements which remain the property of the Lessee at all times irrespective of their degree of annexation to the Land;

**Lessee** means Her Majesty the Queen, in any capacity, and includes all the respective executors, administrators, successors, assigns and successors in title of the lessee and if more than one jointly and severally;



5.4: DEPARTMENT OF CORRECTIONS LEASE

**Lessee's Improvements** means the Lessee's Improvements situated in, or on, the Land and includes (but is not limited to):

- 1.1.1 buildings, or other fixed structures including any fencing;
- 1.1.2 concrete, asphalt, paved or tiled roadway, sealed yards, paths, lawns, gardens;
- 1.1.3 all of the Lessee's equipment, plant and machinery located on the Land including infrastructure required for the conduct of electricity, water, sewage, stormwater, gas, telecommunications and computer media to and from the Prison; and
- 1.1.4 other like property of any kind whatsoever;

whether those improvements are made, constructed or placed on the Land by the Lessee before or after the Commencement Date.

**Lessee's Outgoings** mean:

- (a) Rates or levies payable to any local or territorial authority;
- (b) Charges for water, gas, electricity, telephones and other utilities or services;
- (c) Rubbish collection charges;
- (d) All charges relating to the repair and maintenance of any Lessee Improvements (whether of a structural nature or not);
- (e) The cost of landscaping and ground maintenance;
- (f) Car parking area maintenance and repair;
- (g) All costs associated with the repair, maintenance or replacement of any fencing on the Land;

and includes any other outgoings related to the Permitted Uses or for any use consented to under clause 3.4;

**Lessor** means [TO BE CONFIRMED] and includes all the respective executors, administrators, successors, assigns and successors in title of each Lessor and if more than one jointly and severally;

**Plan** means the plan of the Land attached as Schedule Two;

**Prison** means the Waikeria Prison operated on the Land;

**Prison Manager** means the prison manager for the time being of the Waikeria Prison and includes any person acting in that capacity;

**Term** means the term of this Lease and includes the Initial Term and any further Subsequent Terms; and

**Working Day** has the meaning given to it in the Property Law Act 2007.

1.2 **Interpretation:** In this Lease, unless the context indicates otherwise:

- 1.2.1 **Defined Expressions:** expressions defined in the main body of this Lease have the defined meaning throughout this Lease, including the background;
- 1.2.2 **Headings:** section, clause and other headings are for ease of reference only and will not affect this Lease's interpretation;

**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

**5.4: DEPARTMENT OF CORRECTIONS LEASE**

- 1.2.3 **Parties:** the expressions "Lessor" and "Lessee" include their respective successors and assigns (if permitted in the case of the Lessee under clause 9) and where the context permits the Lessee includes the Lessee's sublessee's and other lawful occupiers of the Land and Lessee's contractors, agents and invitees (which persons shall be those deemed to be persons under the control of the Lessee);
- 1.2.4 **Persons:** references to a person include an individual, company, corporation, partnership, firm, joint venture, association, trust, unincorporated body of persons, governmental or other regulatory body, authority or entity, in each case whether or not having a separate legal identity;
- 1.2.5 **Plural and Singular:** references to the singular include the plural and vice versa;
- 1.2.6 **Clauses/Schedules/Attachments:** references to clauses, schedules and attachments are to clauses in, and the schedules and attachments to, this Lease. Each such schedule and attachment forms part of this Lease;
- 1.2.7 **Statutory Provisions:** references to any statutory provision are to statutory provisions in force in New Zealand and include any statutory provision which amends or replaces it, and any by-law, regulation, order, statutory instrument, determination or subordinate legislation made under it;
- 1.2.8 **Negative Obligations:** any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
- 1.2.9 **Schedule Terms:** the terms Initial Term, Permitted Use, Renewal Term(s), Rent Review Dates and Termination Date, together with the other terms set out in Schedule One, will be interpreted by reference to Schedule One;
- 1.2.10 **Inclusive Expressions:** the term includes or including (or any similar expression) is deemed to be followed by the words without limitation; and
- 1.2.11 **Documents:** references to any document (however described) are references to that document as modified, novated, supplemented, varied or replaced from time to time and in any form, whether on paper or in an electronic form.

**2. LEASE AND TERM**

- 2.1 **Grant of Lease:** The Lessor leases the Land to the Lessee and the Lessee takes the Land on Lease for the Initial Term beginning on the Commencement Date and ending on the Termination Date at the Annual Rent, as specified in Schedule One.

**3. LESSEE'S COVENANTS**

- 3.1 **Payment of Annual Rent:** The Lessee must pay the Annual Rent to the Lessor by equal annual payments in advance, with the first payment to be made on the Commencement Date, and all subsequent payments to be paid on the anniversary of the Commencement Date.
- 3.2 **No Deduction or Set-Off:** All rent shall be paid without any deduction or set-off whatsoever by direct automatic bank payment to the Lessor or as the Lessor may otherwise direct.
- 3.3 **GST:** The Lessee will pay to the Lessor, or as the Lessor directs, the GST payable by the Lessor in respect of the Annual Rent and any other payments payable by the Lessee

**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

**5.4: DEPARTMENT OF CORRECTIONS LEASE**

under this Lease. The GST in respect of the Annual Rent will be payable on each occasion when any rental payment falls due for payment and in respect of any other payment will be payable on demand.

- 3.4 **Payment of Outgoings:** The Lessee will pay the Lessee Outgoings in respect of the Land direct to the relevant Authority or supplier concerned and, if permitted by law the Lessee will be entered on the rating information database and the district valuation roll as the ratepayer in respect of the Land.
- 3.5 **Use of Land:** The Lessee will not, without the prior written consent of the Lessor, use the Land for any purpose other than the Permitted Uses. The Lessor must not unreasonably or arbitrarily withhold its consent to any change of, or addition to, the Permitted Uses. For the avoidance of doubt, the parties agree that any cessation or suspension of the use of the Land or part of the Land for the Permitted Uses for any period of time is not a breach of this clause.
- 3.6 **Compliance with the Law:** The Lessee will comply with the provisions of all statutes, ordinances, regulations, bylaws and codes in any way touching upon, relating to, or affecting the Land or the conduct of the Permitted Uses on the Land and will also at the Lessee's own cost comply with the provisions of all statutes, ordinances, regulations, bylaws, codes, requisitions or notices issued, made or given by any Authority in respect of the Land or the Lessee's conduct of the Permitted Uses on the Land or the Lessee's Improvements on the Land including (but not limited to) compliance with the Corrections Act 2004 and Corrections Regulations 2005.
- 3.7 **Avoidance of Danger:** The Lessee will:
- 3.7.1 Take all reasonable precautions to minimise any danger or hazard arising from any Lessee's use of the Land and must not permit any goods of a dangerous nature to be stored or used on the Land unless stored and used in a manner which complies with all statutes, ordinances, regulations, bylaws and codes or standards in that regard; and
- 3.7.2 Promptly remedy any danger or hazard that may arise on the Land.
- 3.8 **Maintenance of Lessee's Improvements:** The Lessee will at the Lessee's own expense keep any Lessee's Improvements on the Land in good order, condition and repair during the Term of this Lease.
- 3.9 **No Lessor Maintenance:** The Lessee acknowledges that the Lessor has no repair or maintenance obligations for any of the Lessee's Improvements on the Land.
- 3.10 **Rubbish Removal:** The Lessee will regularly cause all rubbish and garbage to be removed from the Land and will keep any rubbish bins or containers in a tidy condition. The Lessee will also at the Lessee's own expense cause to be removed all trade waste boxes and other goods or rubbish not removed in the ordinary course by the Territorial Authority.
- 3.11 **Signage:** The Lessee may affix names, signs, nameplates, and signboards relating to the Permitted Uses without the consent of the Lessor.
- 3.12 **Construction or Alteration to Lessee's Improvements:** The Lessee may construct Lessee's Improvements and make any alterations or additions to Lessee's Improvements necessary or incidental to the Permitted Use without any consent or approval from the Lessor. The Lessee must obtain the prior written consent of the Lessor, (which must not be unreasonably withheld or delayed) to the construction of any Lessee's Improvements that are not necessary or incidental to the Permitted Use.

**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

**5.4: DEPARTMENT OF CORRECTIONS LEASE**

**4. LESSOR'S COVENANTS**

- 4.1 **Quiet Enjoyment:** The Lessor will permit the Lessee to occupy and enjoy the Land during the Term without any interruption or disturbance by the Lessor or any person claiming under the Lessor except as authorised by this Lease.
- 4.2 **Lessor's Property:** The Lessor must not during the Term of this Lease place any Lessor's property on the Land.
- 4.3 **Grant of Additional Rights:** The Lessor must not cancel, surrender, modify or grant any easement, mortgage or any other registered or unregistered interest over the Land or change the status of the Land in any way that would prejudice the ability of the Crown to exercise its option to reacquire the Land under clause 16.5, without the Lessee's prior written consent, which may be withheld at the Lessee's sole discretion or may be granted subject to conditions.
- 4.4 **Consent not to be Unreasonably Withheld:** If this Lease states that the Lessor's consent is required for anything done or proposed to be done, then unless otherwise stated, in each case, the Lessor:
- 4.4.1 must not unreasonably withhold consent, and
  - 4.4.2 must, within a reasonable time of the Lessor's consent being requested:
    - (a) grant that consent; or
    - (b) notify the Lessee in writing that the consent is withheld.

**5. RIGHT OF LESSOR TO ENTER AND INSPECT LAND**

- 5.1 **Entry to Land:** Pursuant to section 217 of the Property Law Act 2007, and notwithstanding section 218 and clause 11 of Schedule 3 of that Act, the parties agree that the Lessee will permit the Lessor to enter the Land to inspect its condition, on no more than two occasions in each calendar year, and subject to compliance with the conditions of entry set out in this section 5.
- 5.2 **Conditions of Entry:** Entry under clause 5.1 is subject to:
- 5.2.1 the Lessor providing the Lessee with at least 10 working days prior notice, in writing; and
  - 5.2.2 compliance with the Lessee's safety and access protocols including direct supervision at all times by an authorised representative of the Lessee;
  - 5.2.3 entry being limited to two persons named in the notice under clause 5.2(a), authorised by the Lessee, and approved in writing by the Lessee, in advance of entry.
- 5.3 **Lessor's Acknowledgment:** The Lessor acknowledges that the Land is a working prison and that the Prison Manager will have the discretion to impose such reasonable conditions on the Lessor's ability to enter the Land for inspection purposes under this section 5, as the Prison Manager thinks necessary or appropriate to the operational requirements of the Prison.
- 5.4 **Lessor Representations:** The Lessor may make representations to the Prison Manager regarding the times entry to the Land is requested for inspection purposes but the Lessor acknowledges that the Prison Manager may at his/her discretion upon the giving of either oral or written notice, vary any consent to entry given under this Lease if the Prison Manager deems this to be necessary or appropriate to the operational requirements of the Prison.

**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

**5.4: DEPARTMENT OF CORRECTIONS LEASE**

5.5 **Compliance with Statutes:** When exercising any right of entry under this section the Lessor will at all times comply with all statutes, ordinances, bylaws or other enactments affecting or relating to the Land including (but not limited to) the Corrections Act 2004 and the Corrections Regulations 2005, and with all instructions which may be given by the Prison Manager or any Authority, and will keep the Lessee indemnified in respect of any non-compliance by the Lessor.

5.6 **Prison Manager's Powers:** The Lessor acknowledges that in the event that the Prison ceases to have a Prison Manager, the Prison Manager's powers under this Lease may be exercised by any agent, employee or servant of the Lessee to whom a written authorisation in this regard is made or by any assignee under section 9.

**6. LESSEE'S IMPROVEMENTS**

6.1 **Lessor's Acknowledgement:** The Lessor acknowledges in relation to the Lessee's Improvements that:

6.1.1 Notwithstanding any rule of law or equity to the contrary, property in all Lessee's Improvements will remain with the Lessee during the Term of this Lease, and also at and from the expiry or earlier termination of the Lease irrespective of how such property is annexed to the Land, and may be dealt with by the Lessee without reference to the Lessor;

6.1.2 The Lessor does not have any rights of ownership or proprietary interest in any of the Lessee's Improvements, either during the Term of the Lease, or at the expiry or earlier termination of the Lease; and

6.1.3 When any Lessee's Improvements are destroyed or damaged, the decision whether to reinstate or not is solely with the Lessee and property in any insurance proceeds (if any) is also solely with the Lessee.

6.2 **Demolition:** The Lessee may demolish or remove any Lessee's Improvements from the Land at any time during the continuance of this Lease without the prior written consent or any other consent of the Lessor upon the condition that the Lessee reinstates the Land to a neat, tidy and safe condition after any such demolition or removal.

6.3 **Removal:** The parties acknowledge that:

6.3.1 The Lessee may, either prior to or on the expiry or earlier termination of this Lease, demolish or remove all Lessee's Improvements from the Land and will, if required by the Lessor on the expiry of the Term of this Lease, demolish or remove all Lessee's Improvements (or such lesser portion as may be acceptable to the Lessor) from the Land without being obliged to pay the Lessor any compensation for their demolition or removal, it being acknowledged by the Lessor that property in all Lessee's Improvements remains with the Lessee and that no prior written consent or any other consent of the Lessor is required in respect of any such demolition or removal elected by the Lessee.

6.3.2 The Lessor will be deemed by the provisions of clause 6.3(a) to have granted to the Lessee a licence to enter the Land and demolish or remove the Lessee's Improvements and further that the provision will enure for the benefit of the Lessee notwithstanding the prior expiration of this Lease and will also bind any successor in title to the Lessor subsequent to the expiry of the Lease.

6.3.3 In the event that the Lessee demolishes or removes its Lessee's Improvements from the Land under clause 6.3(a), it will restore the Land to a neat, tidy and safe condition subsequent to any such demolition or removal.

**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

**5.4: DEPARTMENT OF CORRECTIONS LEASE**

6.3.4 The Lessor will do nothing to obstruct or otherwise impede the demolition or removal of any Lessee's Improvements from the Land at any time prior to the expiration or earlier termination of the Lease or within three months after this time and notwithstanding any rule of law or equity to the contrary.

6.3.5 The Lessee must continue to pay rent and outgoings under this Lease and comply with all other obligations under this Lease if the Lessee remains on the Land after the expiration or earlier termination of the Lease for the purposes of demolishing or removing the Lessee's Improvements under this clause.

**7. DESIGNATION**

7.1 **Designation:** The Lessor consents to the Lessee maintaining a designation under the Resource Management Act 1991 for the construction, operation and maintenance of the Permitted Uses and for any use consented to under clause 3.4 for the Term of this Lease, and further consents to the inclusion of any new or further designation for such purposes in any operative or proposed District Plan.

7.2 **No Right to Object:** The Lessor agrees that it will not:

7.2.1 Complain or object to, or cause others to complain or object to, or publicly comment on, any variation, change or modification to existing or future lawful uses of the Land and any designations or consents either in place at the Commencement Date or lawfully granted to the Lessee at a later date, provided the variations, changes or modifications are related to, or ancillary to, the Permitted Uses or any use consented to under clause 3.4;

7.2.2 Directly or indirectly lobby any Authority or other interested party, or directly or indirectly fund any objections, in relation to any variation, change or modification to existing or lawful future uses, designations or consents either in place at the Commencement Date or lawfully granted to the Lessee at a later date;

7.3 **No Right to Object to Permitted Uses:** The Lessor agrees that it will not complain or object to, or directly or indirectly fund any objection relating to, or otherwise publicly comment about, any activities on the Land in accordance with the Permitted Uses.

**8. LESSEE'S ACKNOWLEDGEMENT**

8.1 **Lessee Uses Land at Own Risk:** The Lessee agrees to occupy and use the Land at the Lessee's risk and releases to the fullest extent permitted by law the Lessor, its servants and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any personal property in or about the Land, except when this is caused by the wilful or reckless act of the Lessor or persons acting under the control of the Lessor.

**9. SUBLETTING AND ASSIGNMENT**

9.1 **Subletting and Assignment:** Subject to clauses 9.2 and 9.3, the Lessee must not sublet, assign or otherwise part with the possession of the Land or any part of the Land without first obtaining the written consent of the Lessor which the Lessor will give if the following conditions are fulfilled:

9.1.1 The Lessee proves to the satisfaction of the Lessor that the proposed sublessee or assignee is (or in the case of a company the shareholders of the company of the proposed assignee or sublessee are) respectable, responsible and has the financial resources to meet the commitments under any sublease or lease.

**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

**5.4: DEPARTMENT OF CORRECTIONS LEASE**

- 9.1.2 All rent and other moneys payable under this Lease have been paid and there is no subsisting breach of any of the Lessee's covenants.
- 9.1.3 The Lessee pays the proper costs and disbursements in respect of the approval or preparation of any deed of covenant or guarantee and (if appropriate) all fees and charges payable in respect of any reasonable enquiries made by or on behalf of the Lessor concerning any proposed sublessee or assignee.
- 9.1.4 The Lessee will, at the Lessee's own expense, procure the execution by an assignee of a deed of covenant with the Lessor that the assignee will, at all times pay the rent at the times and in the manner provided in this Lease and will observe and perform all the covenants and conditions contained in this Lease.
- 9.1.5 Where the assignee is a company, the Lessor may require the deed of covenant referred to in paragraph (d) above to be executed by that company and also by such directors and/or shareholders of that company as the Lessor requires, as joint and several guarantors, upon the terms set out in the then current edition of the Auckland District Law Society form of Standard Lease for Commercial Premises or if such lease is no longer published, then upon such terms as are commonly used in leases of commercial premises.

9.2 **Transfer of Operation, Management, or Ownership:** If, by any statutory provision or regulation, the Lessee is obliged or authorised to:

- 9.2.1 enter into an agreement to transfer or assign the operation, management, or ownership of the Prison and/or the Lessee's Improvements or any aspect of operation, management, or ownership of the Prison and/or the Lessee's Improvements to a third party; or
- 9.2.2 enter into a public/private partnership with a third party relating to the funding and/or operation, management or ownership of the Prison and/or the Lessee's Improvements or any aspect of the funding, operation, management, or ownership of the Prison and/or the Lessee's Improvements:

the provisions of clause 9.1 will not apply and the Lessee will be entitled to transfer or assign its interest as Lessee under this Lease, or any aspect of the operation, management or ownership of the Prison and/or the Lessee's Improvements, to such a third party without further reference to the Lessor, who will be deemed to have approved such a transfer or assignment and will immediately sign any document necessary to give effect to such a transfer or assignment, if so requested by the Lessee.

9.3 **Breach of Covenant or Condition by Assignee:** If the Crown (as Lessee, acting by and through the Department of Corrections) transfers or assigns its interest as Lessee under this Lease to a third party under clause 9.2, and the assignee breaches any covenant or condition imposed on the Lessee under this Lease (including, without limitation, a covenant or condition to pay rent), the following provisions will apply:

- 9.3.1 the Lessor (without prejudice to any rights or remedies available to it against the Assignee, whether under this Lease or otherwise), may notify the Crown in writing of the breach by the Assignee (**Notice of Breach**); and
- 9.3.2 as soon as practicable after receipt of the Notice of Breach [**Designation of Senior Representative**] representing the Crown, and [**Designation of Senior Representative**] representing the Lessor, will meet in good faith to discuss the Assignee's breach and, if possible, to agree upon a process for the Crown and the Lessor to work together to resolve all matters relating to the Assignee's breach in a manner that minimises any effect of that breach on the Lessor.

**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

**5.4: DEPARTMENT OF CORRECTIONS LEASE**

9.4 **Transfer to a Government Agency:** The Lessee may transfer, assign or sublet its interest as Lessee under this Lease to any Government Agency without further reference to the Lessor, who will be deemed to have approved such a transfer, assignment or sublease and will immediately sign any document necessary to give effect to such a transfer, assignment or sublease, if so requested by the Lessee.

9.5 **Subletting:** Where the Lessor consents to a subletting, the consent will extend only to the subletting and, notwithstanding anything contained or implied in the sublease, the consent will not permit any sublessee to deal with the sublease in any way in which the Lessee is restrained from dealing without consent under this Lease.

**10. RENEWAL**

10.1 **Exercise of Perpetual Right of Renewal:** If the Lessee has observed and performed its covenants under this Lease and has given written notice to renew the Lease at least twelve calendar months prior to the end of the initial term of 50 years (time not being of the essence of such notice) then the Lessor will at the cost of the Lessee renew this Lease for the next further term from the renewal date as follows:

10.1.1 The annual rent for the first five years will be agreed upon or failing agreement will be determined in accordance with clause 11 as if the renewal date is a review date;

10.1.2 Otherwise the renewed lease will be on and subject to the covenants and agreements expressed or implied in this Lease including this covenant for renewal.

**11. RENT REVIEW**

11.1 **Annual Rent on Review:** The Annual Rent payable from any review date will be determined in accordance with clauses 11.2 to 11.7 plus GST.

11.2 **Commencement of Review:** The Lessor will commence a review by not earlier than three (3) months prior to a review date giving written notice to the Lessee specifying the sum considered by the Lessor to be the market rental as at that review date;

11.3 **Lessee's Notice:** If, by written notice to the Lessor within twenty eight (28) days after receipt of the Lessor's notice, the Lessee disputes that the proposed market rental is the market rental, then the market rental will be determined in accordance with the provisions of clause 11.7;

11.4 **Application of Reviewed Annual Rent:** The Annual Rent so determined or accepted will be the annual rent from the review date or the date of the Lessor's notice if such notice is given later than three (3) months after the review date;

11.5 **Payment of Annual Rent Pending Determination:** Pending the determination of the new Annual Rent, the Lessee will pay the annual rent based on the market rental specified in the Lessor's notice. Upon determination of the new Annual Rent, an appropriate adjustment will be made;

11.6 **Documenting New Annual Rent:** The new Annual Rent at the option of either party may be recorded in a variation of this Lease, the cost of which will be payable by the Lessee.

11.7 **Process to Determine New Annual Rent:** Immediately following receipt by the Lessor of the Lessee's notice, under clause 11.3 the parties will endeavour to agree upon the market rental but if agreement is not reached within twenty eight (28) days, then the market rental for the Land will be determined by registered valuers acting as experts and not as arbitrators as follows:

11.7.1 Each party will appoint a valuer and give written notice of the appointment to the other party within twenty eight (28) days of the parties agreeing to so determine the market rental;



**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

**5.4: DEPARTMENT OF CORRECTIONS LEASE**

11.7.2 The valuers appointed before commencing their determination will appoint an umpire who will be a registered valuer or Solicitor of the High Court. In the event the valuers fail to agree upon an umpire, the appointment of an umpire will be made by the President of the Arbitrators and Mediators Institute of New Zealand Incorporated on the application of either of the valuers;

11.7.3 The valuers will determine the market rental of the Land as at the review date;

11.7.4 Each party will be given the opportunity to make written or verbal representations to the valuers or the umpire subject to such reasonable time or other limits as the valuers or the umpire may prescribe and they will have regard to any such representations but not be bound by them;

When the market rental has been determined, the umpire or valuers will give written notice of the new market rental to the parties. Any umpire notice will provide how the costs of the determination will be apportioned and will be binding on the parties. Where the Annual Rent is determined by the parties' valuers and not the umpire, the parties will pay their own costs;

**12. RE-ENTRY**

12.1 **No Right of Re-Entry:** Notwithstanding section 218 and clause 12 of Schedule 3 of the Property Law Act 2007, and pursuant to section 217 of that Act, and due to the nature of the Permitted Uses and the need to ensure the ongoing operational integrity and security of the Prison, the Lessor agrees that it may not cancel the Lease because of the breach of any covenant or condition by the Lessee (including a covenant or condition to pay rent) while the Lessee remains Her Majesty the Queen and the Permitted Use continues to include a prison as defined in section 3 of the Corrections Act 2004. For the avoidance of doubt, if the Lease is assigned to a third party under clause 9.1 and the Permitted Use is changed to a use that does not include a prison, the rights and obligations in Part 4, subsection 6 of the Property Law Act 2007 will apply to the Lease from the effective date of assignment and change of Permitted Use.

**13. LESSEE'S RIGHT OF EARLY TERMINATION**

13.1 **Lessee's Ability to Terminate:** The Lessee may, in its sole discretion and without giving any reasons, terminate this Lease by providing no less than twenty-four months' notice in writing at any time to the Lessor.

13.2 **Right to Terminate Without Prejudice to Rights Accrued:** This Lease and the parties' respective rights and obligations under this Lease will cease from the effective date of termination, but without prejudice to any rights which have accrued up to the date of termination, including (without limitation) the Lessee's right to remove any Lessee's Improvements under clause 6.3.

**14. [LESSEE'S RIGHT OF PARTIAL SURRENDER**

14.1 **Exercise of Partial Surrender:** The Lessee may, in its sole and absolute discretion and without giving any reasons, partially surrender and convey to the Lessor, this Lease, as it relates to any part of the Land (**Surrender Land**) by providing no less than six months' notice (**Surrender Notice**) in writing at any time to the Lessor. The Lessor must accept any partial surrender of the Lease under this clause.

14.2 **Surrender Notice:** A Surrender Notice issued under clause 14.1 must clearly set out the terms and conditions of the partial surrender and must clearly identify the Surrender Land.

14.3 **Effective Date of Partial Surrender:** The partial surrender will be effective from the date that is six months from the date of receipt of the Surrender Notice by the Lessor or such

**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

**5.4: DEPARTMENT OF CORRECTIONS LEASE**

other later date as may be specified in the Surrender Notice (**Surrender Date**).

- 14.4 **Merger with Residual Estate:** The residue of the Term of this Lease as it applies to the Surrender Land will merge with the Lessor's residual estate and be extinguished from the Surrender Date but without prejudice to either party's rights arising in relation to the Surrender Land before the Surrender Date.
- 14.5 **Tasks and Actions Following Issue and Receipt of a Surrender Notice:** Following the issue and receipt of a Surrender Notice under clause 14.1, the Lessor and Lessee will complete all tasks and actions necessary to give legal effect to the partial surrender. In particular, the parties will meet as soon as practicable to implement any steps required to give legal effect to the partial surrender which will include, without limitation:
- 14.5.1 establishing the adjusted Annual Rent payable under this Lease from the Surrender Date, which will be a pro-rated proportion of the Annual Rent payable at the date of the Surrender Notice, adjusted to reflect the proportion that the Surrender Land bears to the total area of the Land; and
- 14.5.2 the preparation and execution of a deed to be registered against the Computer Freehold Register for the Land, to record the terms of the partial surrender and to reflect the adjusted Annual Rent and otherwise set out the legal requirements of the parties and roles and responsibilities to give legal effect to the partial surrender, including, without limitation, survey and re-definition of the land remaining subject to this Lease, subdivision consent and issue of a replacement leasehold title (as applicable).
- 14.6 **Costs and no Compensation:** The parties must pay their own costs in relation to any actions or tasks required to give effect to this clause 14 and otherwise to give legal effect to any partial surrender. The Lessor will not be entitled to claim from the Lessee any damages or compensation arising in any way, either directly or indirectly, from any partial surrender under this clause 14.
- 14.7 **Right to Surrender Without Prejudice to Rights Accrued:** Any partial surrender under this clause 24 will be without prejudice to any rights which have accrued up to the Surrender Date, including (without limitation) the Lessee's right to remove any Lessee's Improvements from the Surrender Land under clause 6.3.]

**15. INSURANCE**

- 15.1 **Lessee Responsible for Insurance:** The Lessee will be responsible for insuring any Lessee's Improvements on the Land and may elect to arrange and maintain any such insurance that it considers appropriate, at its sole discretion, and without reference to the Lessor.
- 15.2 **Reinstatement at Lessee's Discretion:** If any of the Lessee's Improvements are damaged or destroyed, then it will be the sole responsibility of the Lessee to decide whether to effect reinstatement or not.
- 15.3 **Public Liability Insurance:** The Lessor and Lessee must each keep a public liability insurance policy applicable to the Land and the Permitted Use current throughout the Term. The policies must provide cover for:
- (a) **Set Amount:** the amount of \$2,000,000.00 (being the amount which may be paid out arising from any single accident or event); and
- (b) **Escalation:** any reasonable escalation in the policy limit, required by either party, subject to one month's notice, and mutual agreement.

**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

**5.4: DEPARTMENT OF CORRECTIONS LEASE**

- 15.4 **Particulars of Insurance Policies:** The insurance policies effected by the Lessor and Lessee under clause 15.3 must;
- (a) **Recognition of Interest Insured:** recognise the Lessor and Lessee for their respective rights and interests; and
- (b) **Approved Insurer Rating:** be with an insurer carrying a rating of no less than A- Standard & Poors/B+ A M Best.
- 15.5 **Evidence of Insurance:** Each party must, if required, produce a certificate of insurance of evidence as evidence that the insurances required by this clause have been, and continue to be, in effect.

**16. RIGHT OF FIRST REFUSAL FOR LESSOR'S INTEREST**

- 16.1 **Sale of Premises:** If at any time before the expiry or earlier termination of the Term, the Lessor:
- 16.1.1 decides to sell or transfer the Lessor's interest in the Land; or
- 16.1.2 receives an offer to purchase the Lessor's interest in the Land and wishes to accept that offer;
- the Lessor must immediately give written notice (**Lessor's Notice**) to the Lessee setting out the terms on which the Lessor wishes to sell **the** Land, or the terms of the offer received (as the case may be). In each case, the Lessor's Notice must include an offer in the form of an agreement for sale and purchase in the then most recent form approved by the Real Estate Institute of New Zealand and by the Auckland District Law Society, modified as set out in clause 16.8.
- 16.2 **Exercise of Option:** The Lessee will have ninety (90) Working Days after and excluding the date of receipt of the Lessor's Notice (time being of the essence) in which to exercise the Lessee's right to purchase the Land, by serving written notice on the Lessor (**Lessee's Notice**) accepting the offer contained in the Lessor's Notice.
- 16.3 **Lapse of Option:** If the Lessee does not serve the Lessee's Notice on the Lessor in accordance with clause 16.2, then the Lessor may sell or transfer the Lessor's interest in the Land to any other person on no more favourable terms than those previously offered to the Lessee.
- 16.4 **Re-offer on Better Terms:** If the Lessor wishes, or agrees, to offer more favourable terms for selling or transfer of the Lessor's interest in the Land than the terms contained in the Lessor's Notice, the Lessor must first re-offer its interest in the Land to the Lessee on those terms, by written notice to the Lessee (**Lessor's Second Notice**). This offer must comprise the agreement for sale and purchase in the then most recent form approved by the Real Estate Institute of New Zealand and by the Auckland District Law Society, modified as set out in clause 16.8.
- 16.5 **Acceptance of Second Offer:** The Lessee will have 40 Working Days after and excluding the date of receipt of the Lessor's Second Notice (time being of the essence) in which to exercise the Lessee's right to purchase the Lessor's interest in the Land on those more favourable terms, by serving written notice on the Lessor (Lessee's Second Notice) accepting the offer contained in the Lessor's Second Notice.
- 16.6 **Lapse of Second Option:** If the Lessee does not serve the Lessee's Second Notice on the Lessor in accordance with clause 16.5, then the Lessor may sell the Lessor's interest in the Land to any other person (including the party who originally made the offer under clause 16.1.(b), if applicable) on any terms the Lessor thinks fit.

**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

**5.4: DEPARTMENT OF CORRECTIONS LEASE**

- 16.7 **Formation of Contract:** On the Lessee serving a valid Lessee's Notice or Lessee's Second Notice (as the case may be), the parties will be taken to have entered into a contract for the sale and purchase of the Lessor's interest in the Land on the terms contained in the Lessor's Notice or the Lessor's Second Notice (as the case may be) (**Contract**).
- 16.8 **Terms of Contract:** The terms of the Contract will be modified as follows:
- 16.8.1 **Title:** the Lessee will be deemed to have accepted the title to the Lessor's interest in the Land;
- 16.8.2 **No Requisition:** the provisions of the Contract under which the Lessee has the right to requisition or object to the title to the Lessor's interest in the Land will not apply; and
- 16.8.3 **Completion:** the Lessee will not be required to complete the purchase earlier than three months from the date of service of the Lessee's Notice or Lessee's Second Notice (as the case may be).
- 17. BREACH OF COVENANT BY LESSOR**
- 
- 17.1 **Acknowledgement of Significance of Prison:** The Lessor and Lessee acknowledge that the Prison operated on the Land has great significance to the Crown and is a key element of the Crown's law and order function. The Lessor and Lessee agree that the provisions of this clause 17 are intended to reflect this significance and to ensure that the Lessee is able to carry out the Permitted Uses effectively on the Land. For the avoidance of doubt, the Lessor and the Lessee agree that, notwithstanding the definition of "Lessee" in clause 1.1, for the purposes of clause 17, the definition of "Lessee" is limited to Her Majesty the Queen, and excludes any third party.
- 17.2 **Consequences of Breach of Covenant by Lessor:** If, in the opinion of the Lessee (acting reasonably) the Lessee is unable to carry out the Permitted Uses on the Land, as a direct result of a breach of the Lessor's covenants and obligations under clauses 4.1, 4.2 or 4.3 of this Lease, the Lessee may, by notice in writing to the Lessor, specify the breach on which the notice is based and require the Lessor to remedy the breach.
- 17.3 **Failure to Remedy:** If, within 20 Working Days after receipt of a notice from the Lessee under clause 17.2 the Lessor fails to remedy the breach to the Lessee's satisfaction (acting reasonably) the Lessee, without prejudice to any other rights that it may have under this Lease or at common law against the Lessor, may suspend payment of the Annual Rent payable under this Lease until the breach is remedied or the dispute is resolved, without liability for interest under clause 24 or any other claim.
- 17.4 **Effect of Suspension of Rent:** The suspension of payment of Annual Rent under clause 17.3 by the Lessee will not in any way affect the continuing obligations of the Lessor or the Lessee under this Lease. Suspension of payment of Annual Rent may continue at the Lessee's sole discretion until the breach has been remedied or dispute has been resolved.
- 17.5 **Prior Notice of Intention to Reacquire Land:** if, after following the process set out in clauses 17.2 and 17.3, the Lessor has failed to remedy the breach to the Lessee's satisfaction (acting reasonably), the Lessee may provide written notice to the Lessor of its intention to reacquire the fee simple interest in the Land under clause 17.8 (**Reacquisition Notice**).
- 17.6 **Reference to Senior Representatives:** Within [10] Working Days of receipt of a Reacquisition Notice, the parties must refer the Lessee's intention to reacquire the fee simple interest in the Land to [ ] representing the Lessee and [ ] representing the Lessor, and the [ ] and [ ] must meet as soon as practicable to jointly consider and, if possible agree, whether the Lessee should reacquire

**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

**5.4: DEPARTMENT OF CORRECTIONS LEASE**

the fee simple interest in the Land.

17.7 **Consequences of Failure to Reach Agreement:** If there is no joint agreement reached by the [ ] and the [ ] as to whether the Lessee should reacquire the fee simple interest in the Land within a further period of **[30]** Working Days from their initial meeting to consider the issue, and the breach has not otherwise been resolved, then the Lessee may exercise the right of reacquisition in accordance with clauses 16.8 and 16.9.

17.8 **Lessee's Right of Reacquisition:** If, after following the process set out in clauses 17.2, 17.3, 17.5, 17.6, and 17.7 the Lessor has failed to remedy the breach to the Lessee's satisfaction (acting reasonably) the Lessee may, by notice in writing to the Lessor from the Minister of Corrections, elect to reacquire the fee simple interest in the Land.

17.9 **Terms of Reacquisition:** The terms of any reacquisition of the fee simple interest in the Land under clause 17.5 will be as follows:

17.9.1 **Title:** the Lessee will be deemed to have accepted the title to the Lessor's interest in the Land;

17.9.2 **No Requisition:** the provisions of the Contract under which the Lessee has the right to requisition or object to the title to the Lessor's interest in the Land will not apply; and

17.9.3 **Completion:** the Lessee will not be required to complete the purchase earlier than three months from the date of service of notice under clause 17.5; and

17.9.4 **Purchase Price:** the Purchase Price payable will be the purchase price paid by the Lessor when it acquired the Land, increased by an amount which is commensurate with any increase in the CPI over the Term of the Lease from the Commencement Date, up until the time of reacquisition.

**18. ENTIRE AGREEMENT**

18.1 **Entire Agreement:** This Lease constitutes the entire and complete agreement between the parties in relation to the lease of the Land and no variation will be effective or binding unless it is recorded in writing and executed in the same manner as this Lease.

**19. DIFFERENCES AND DISPUTES**

19.1 **Disputes:** If a dispute or difference arises between the Lessor and the Lessee (other than a dispute or difference to which clause 17 applies), the dispute must be resolved in accordance with the provisions of this clause.

19.2 **Resolution of Disputes:** Nothing in this clause prevents:

19.2.1 A party seeking urgent injunctive or declaratory relief from a court in connection with a dispute without first having attempted to negotiate or settle the dispute in accordance with this clause;

19.2.2 The parties meeting at any time to seek to resolve a dispute.

19.3 **Notice of Dispute:** If the Lessor or the Lessee becomes aware of a dispute between the Lessor and the Lessee, that party must notify the other party of the existence and nature of the dispute by serving on the other party a notice setting out detailed particulars of the dispute ("Notice of Dispute").

19.4 **Request for Further Information:** A party who receives a Notice of Dispute under clause 19.3 may, within five (5) Working Days after such receipt, on reasonable grounds, require the party who served the Notice of Dispute to provide further or more detailed information

**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

**5.4: DEPARTMENT OF CORRECTIONS LEASE**

relating to the dispute.

- 19.5 **Negotiation:** Upon receipt of a Notice of Dispute and, if applicable, the provision of further or more detailed information in relation to the dispute, the parties must negotiate to resolve the dispute as follows:
- 19.5.1 **Meeting of Representatives:** One or more representatives of each party will meet, within ten (10) Working Days of the receipt of the Notice of Dispute or the further information, if any (whichever is later) to discuss and attempt to resolve the dispute; and
- 19.5.2 **Meeting of Chief Executives:** If those representatives do not resolve the dispute within five (5) Working Days of their first meeting, then within ten (10) Working Days of that first meeting, the Chief Executives or Chairpersons of the parties must meet to discuss and attempt to resolve the dispute.
- 19.6 **Appointment of a Mediator:** If a dispute is not resolved within ten (10) Working Days of the meeting of the Chief Executives or Chairpersons of the parties under clause 19.5(b), then the dispute must be referred to a mediator. The parties must agree upon the selection and appointment of a mediator who will act in respect of the dispute.
- 19.7 **Failure to Appoint Mediator:** If no agreement is reached on the selection and appointment of a mediator within fifteen (15) Working Days of the meeting of the Chief Executives or Chairpersons under clause 19.5(b), then either party may request the president of the Arbitrators and Mediators Institute of New Zealand Incorporated to appoint a mediator.
- 19.8 **Initial Mediation Meeting:** The parties must as soon as practicable after notification of the dispute to the mediator, meet in the presence of the mediator to:
- 19.8.1 Identify the subject matter of the dispute;
- 19.8.2 Identify the provisions of this Lease relevant to the dispute;
- 19.8.3 Discuss each other's position in relation to the dispute;
- 19.8.4 Listen to any comments made by the mediator; and,
- 19.8.5 Attempt to resolve the dispute by mutual agreement.
- 19.9 **Mediation:** The mediation will be conducted by the mediator at a time, place and in a manner agreed between the parties or otherwise determined by the mediator.
- 19.10 **Role of Mediator:** The parties agree that the mediator will act as an aid to assist them to resolve the dispute and not as an arbitrator or decider of any matter.
- 19.11 **Costs of Mediation:** The parties will share equally the costs of the mediation unless otherwise agreed by the parties.
- 19.12 **Arbitration:** If the dispute is not resolved by mediation within a further twenty (20) Working Days after the appointment of a mediator, either party may then require the dispute to be referred to arbitration. If this clause is invoked:
- 19.12.1 the dispute will be referred to arbitration by a sole arbitrator in accordance with the Arbitration Act 1996;
- 19.12.2 the arbitration will take place in New Zealand; and
- 19.12.3 the award in the arbitration will be final and binding on the parties.
- 19.13 **Time Limits:** The parties may agree to extend any of the time limits in this clause.

**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

**5.4: DEPARTMENT OF CORRECTIONS LEASE**

19.14 **Appointment of Arbitrator:** If the parties are unable to agree on the arbitrator, an arbitrator will be appointed, upon the request of any party, by the President of the Arbitrators and Mediators Institute of New Zealand Incorporated. That appointment will be binding on all parties to the arbitration with no right of appeal. The provisions of Article 11 of the First Schedule of the Arbitration Act 1996 are to be read subject to this clause and varied accordingly.

19.15 **Rent Review Excluded:** This clause does not apply to any rent review under clause 11.

**20. NOTICES**

20.1 **Service of Notices:** Any notice or document required or authorised to be given or served under this Lease may be given or served unless otherwise required by sections 352 to 361 of the Property Law Act 2007:

20.1.1 in the manner authorised by sections 354 to 361 of the Property Law Act 2007;  
or

20.1.2 by personal delivery, or by posting by registered mail or ordinary mail, or by facsimile, or by email to the address of the party to be notified, as set out in Schedule One, or to such other address as either party may notify to the other in writing.

20.2 **Time of Service:** Any notice or other document will be treated as given or served and received by the other party:

20.2.1 **Delivery:** when received by the addressee;

20.2.2 **Post:** three (3) Working Days after being posted to the addressee's last known address in New Zealand;

20.2.3 **Facsimile:** on completion of an error free transmission, when sent by facsimile;  
or

20.2.4 **Email:** when acknowledged by the addressee by return email or otherwise in writing.

20.3 **Signature of Notices:** Any notice or document to be given or served under this Lease must be in writing and may be signed by:

20.3.1 **Attorney etc:** any attorney, officer, employee or solicitor for the party serving or giving the notice; or

20.3.2 **Authorised Person:** the party serving the notice or any other person authorised by that party.

**21. PROPERTY LAW ACT**

The covenants and powers contained in clauses 4, 5, 6, 9, 10, 11 and 12 of Part 2 and clause 13 of Part 3 of Schedule 3 of the Property Law Act 2007 will not be implied in this Lease and are expressly negated.

**22. REGISTRATION OF LEASE**

22.1 **Lease to be Registered:** The parties agree that this Lease will be registered against the Computer Freehold Registers for the Land under the provisions of the Land Transfer Act 1952 at the expense of the Lessee. The Lessor consents to the Lessee caveating the Computer Freehold Registers for the Land to protect the Crown's interest prior to

**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

**5.4: DEPARTMENT OF CORRECTIONS LEASE**

registration.

**23. COSTS**

23.1 **Parties to Pay Own Costs:** The parties will pay their own costs of and incidental to the negotiation, preparation and execution of this Lease.

23.2 **Lessee to Pay Costs of Variation, Renewal or Surrender:** The Lessee will pay the Lessors' costs of and incidental to the negotiation, preparation and execution of any variation (where a variation is requested by the Lessee), renewal or surrender of this Lease or the obtaining of any consents or approvals associated with this Lease.

**24. INTEREST**

24.1 **Interest Payable:** If the Lessee fails:

24.1.1 to pay any instalment of rent or other sum of money payable by the Lessee to the Lessor under this Lease within 14 days of the day on which it fell due; or

24.1.2 to pay to the Lessor upon demand any amount paid by the Lessor to remedy any default by the Lessee of the Lessee's obligations under this Lease within 14 days from the date the demand is received by the Lessee;

then any amount outstanding will bear interest at the maximum rate of interest from time to time payable by the Lessor to its principal banker for overdraft accommodation plus a margin of 4% accruing on a daily basis from the due date from payment or the due date of payment by the Lessor (as the case may be) to the date the outstanding amount is paid by the Lessee. The Lessor will be entitled to recover such interest in the same manner as if it were rent in arrears.



**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

---

**5.4: DEPARTMENT OF CORRECTIONS LEASE**

**SCHEDULE ONE**

- Commencement Date: [to be completed]
- Initial Term: [to be confirmed]
- Termination Date: [to be completed - 50 years from Commencement Date subject to the Lessee's right of earlier termination in clause 13.1]
- Subsequent Terms: perpetual rights of renewal of fifty years each from [insert date which is the day after the expiry date of the Initial Term] and each fiftieth yearly anniversary after that date
- Annual Rent: (a) [to be completed] plus GST for the first five years of the Initial Term from [x] to [y];
- (b) [to be completed] plus GST for the second five years of the Initial Term from [a] to [b];
- then to be determined in accordance with the procedure set out in section 11 of the Lease.
- [to be confirmed]
- Rent Review Dates: Five yearly from the Commencement Date (with the first such review date for the initial term only being on the tenth anniversary of the Commencement Date)
- Permitted Uses: (a) a prison as defined in section 2 of the Corrections Act 2004, including (but not limited to) a men's facility, women's facility, open facility, child youth and family service facility, refugee facility, and mental health facility; and
- (b) ancillary prison or Ministry of Justice related uses, including forestry, farming, horticulture or agriculture operations, and Corrections Inmate Employment business initiatives and such other reasonable ancillary uses deemed necessary from time to time by the Lessee for the operation of a prison on the Land; and
- (c) emergency use by the Crown or local authority as part of disaster recovery operations; and
- (d) provision for a secondary use for government works under the Public Works Act 1981 if part of the Land (but not a significant part being more than half of the Land) is not required for prison purposes.

**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

---

**5.4: DEPARTMENT OF CORRECTIONS LEASE**

Lessor's Contact  
Details:                   The Property Manager  
                                  P O Box 50079  
                                  Porirua 5240  
                                  Wellington  
                                  Facsimile: 04 238 4701

Lessees Contact  
Details:                   Department of Corrections  
                                  Mayfair House  
                                  44-52 The Terrace  
                                  Private Box 1206  
                                  Wellington  
                                  Facsimile: [                    ]  
                                  Email: [                        ]

**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

---

**5.4: DEPARTMENT OF CORRECTIONS LEASE**

**SCHEDULE TWO**

**PLAN**

---

**6. DEED OF COVENANT**

---

**Paragraph 9.3 of the Legislative Matters Schedule**

6: DEED OF COVENANT

**DEED OF COVENANT RELATING TO EASEMENT OVER LAKE WAIPAPA**

*Date:*

**PARTIES**

**Mighty River Power Limited** (*Mighty River Power*)

**[Name of Raukawa Settlement Entity]** (*Raukawa*)

**BACKGROUND**

- A Her Majesty the Queen is the owner pursuant to the Land Act 1948 (the *Act*) of all the Easement Land.
- B Her Majesty the Queen granted Mighty River Power the right to store water and the right to install and operate hydro electricity works pursuant to section 60 of the Act on the terms and conditions set out in the Easement.
- C Pursuant to a treaty settlement, Her Majesty the Queen has agreed to transfer that part of the Easement Land marked yellow on the plan attached as Schedule 1 (“Transferred Land”) to Raukawa subject to Raukawa entering into this deed with Mighty River Power.
- D In satisfaction of Her Majesty the Queen’s obligations under clause 20 of the Easement, Raukawa has agreed to enter into a direct deed of covenant with Mighty River Power on the terms and conditions set out in this deed.

**BY THIS DEED** the parties agree as follows:

**1 Raukawa Covenants with Mighty River Power**

Raukawa covenants with Mighty River Power as follows:

- 1.1 it will observe and perform those covenants, terms and conditions expressed or implied in the Easement which are to be observed and performed by the Grantor under the Easement (including, without limitation, clause 20) and will not do, permit or omit to do any act which may frustrate, hinder or interfere with the Mighty River Power’s rights under the Easement;
- 1.2 it will not:
- (a) make or lodge;
  - (b) be a party to or otherwise support in any way; and/or
  - (c) finance or contribute to the cost of,

any objection, submission, application, proceeding, claim or appeal which has the effect of limiting or prohibiting the exercise, renewal, replacement or continuation of Mighty River Power’s rights under the Easement in any way or which requires the payment of compensation or damages by Mighty River Power;

**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

---

**6: DEED OF COVENANT**

- 1.3 if requested to do so by Mighty River Power, it will promptly approve in writing any applications which in any way relate to the exercise, renewal, replacement or continuation of Mighty River Power's rights under the Easement;
- 1.4 it will not do, permit or omit, any act, matter or thing which has the effect of restricting or prohibiting the exercise, renewal, replacement or continuation of Mighty River Power's rights under the Easement;
- 1.5 it will procure that every lease, residential tenancy agreement and any other unregistered document granting rights in relation to the Transferred Land is granted subject to compliance with the obligations in clauses 1.2 to 1.4 (inclusive) by the relevant tenant/occupier/rights holder;
- 1.6 it will indemnify Mighty River Power against any liability or expense incurred by Mighty River Power as a result of Raukawa failing to comply with its obligations under the Easement or this deed; and
- 1.7 it will release (and will procure that its successors, tenants, grantees and invitees release) Mighty River Power to the fullest extent permitted by law, for all loss, damage, cost, expense incurred by Raukawa as a result of the exercise of Mighty River Power's rights under the Easement, including any loss or damage Mighty River Power causes to any structures or other improvements on the Transferred Land, provided such operations are not in breach of any relevant consents, statutes and regulations and will not bring any legal proceedings against Mighty River Power (or fund or encourage any other person to do so) for any loss or damage arising out of Mighty River Power's exercise of its rights under the Easement.

**2 Subsequent owners' covenant**

Raukawa will not sell or otherwise dispose of any estate or interest in the Transferred Land without first procuring that the purchaser/dispose enters into a direct deed of covenant with Mighty River Power in the same form as this deed (including this clause 2).

**3 Costs**

Each party shall bear their own costs of, and incidental to, the negotiation, preparation and execution of this deed.

**4 Interpretation**

In this deed:

- 4.1 *Easement* means the deed of grant of easement over Lake Waipapa between Her Majesty the Queen and MRP dated 15 December 2010 and registered as instrument 8672068.1;
- 4.2 *Easement Land* means part of the land described in the First Schedule of the Easement;
- 4.3 references to *Raukawa* include the successors of [Raukawa]; and

**RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

---

**6: DEED OF COVENANT**

4.4 references to *Mighty River Power* include the successors and permitted assigns of Mighty River Power as Grantee under the Easement.

**EXECUTION**

**Mighty River Power Limited** by:

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director

in the presence of:

\_\_\_\_\_  
Name:

Occupation:

Address:

**Signed** by [Raukawa]:

\_\_\_\_\_  
[                    ]

\_\_\_\_\_  
[                    ]

RAUKAWA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

6: DEED OF COVENANT

SCHEDULE 1

Plan of Transferred Land

