

**MANAGEMENT AGREEMENT**  
(pursuant to section 53(2)(i) Conservation Act 1987)

**AGREEMENT NAME:**

This agreement is made this 30<sup>th</sup> day of **June 2022**

**PARTIES:**

1. **TE HAERENGA O NGAI TAI KI TAMAKI LIMITED ('Te Haerenga')**
2. **DIRECTOR-GENERAL OF CONSERVATION ('the Director-General')**

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**PREAMBLE**

- A. The Department of Conservation Te Papa Atawhai (the **Department**) is responsible for managing and promoting conservation of the natural and historic heritage of New Zealand on behalf of, and for the benefit of, present and future New Zealanders. It also has a responsibility under Section 4 of the Conservation Act 1987 to interpret and administer the conservation legislation to give effect to the principles of Te Tiriti o Waitangi / the Treaty of Waitangi to the extent that it applies to this conservation activity.
- B. Te Haerenga is a Limited Liability company with charitable status, a wholly-owned subsidiary of the Ngāi Tai ki Tāmaki Charitable Investment Trust, which represents Ngāi Tai ki Tāmaki (**Ngāi Tai**). The rohe of Ngāi Tai ki Tāmaki is centred in Tāmaki Makaurau/Auckland, extending to Hauraki/Coromandel and, in particular, the coastline, harbours and motu/islands of the Waitematā harbour and Tīkapa Moana/ Hauraki Gulf. Motutapu is highly significant to Ngāi Tai ki Tāmaki, and the historic traditions indicate that Ngāi Tai ki Tāmaki maintained tangata whenua status on Motutapu consistently from the time of Kūpapa in the mid-1600s until the signing of Te Tiriti o Waitangi / the Treaty of Waitangi.
- C. Te Haerenga was successful in a Request for Proposals (**RFP**) process for pasture management of Motutapu Island. As an outcome of that process, Te Haerenga has been working with the Department to obtain the necessary authorisations for its proposals for the Motu.
- D. In order to:

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**Community Agreement DOC-6140421**

- a. maintain the open landscape as required by the Auckland Conservation Management Strategy; and
- b. manage risks such as fire, weed growth, and cultural heritage

the parties have agreed to enter into a management agreement to enable Te Haerenga to graze the island until the facilities are brought up to a standard to enable a viable commercial activity and formal authorisations are in place for its proposed activities under the RFP.

- E. The parties agree to work together in the spirit of Treaty partners under this management agreement.

Schedule 1

**SPECIFICS OF AGREEMENT**

**Section A**

**The Site:**

Name and Location: Motutapu Island Recreation Reserve, within designated grazing areas as shown on map attached at Appendix 1 and the use of the facilities as described in Appendix 2.

Land status: Recreation Reserve

Area: Auckland Inner Islands

Legal description: 1455.1 hectares more or less, being section 5 SO 484942 (see survey plan attached at Appendix 1).

**Section B (Refer clause 2 Schedule 2)**

**Agreement term:**

Commencing on 30 June 2022

Expires on the earlier of:

- (a) formal authorisation for suitable pasture management of the Site coming into effect, on terms agreed by the parties; or
- (b) five years from the commencement date (being 29 June 2027),

unless otherwise terminated under this Agreement.

**Section C**

**Special Conditions (including specific exclusions):**

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Special Conditions for this Agreement are contained in Schedule 3. If there is a conflict between this Schedule 2 and the Special Conditions in Schedule 3, the Special Conditions shall prevail.

The parties have agreed to work together as follows:

**Section D (Refer clause 1 Schedule 2)**

**Activity:**

D.1 The agreed activity to be carried out by Te Haerenga is:

A. Grazing a maximum of 12,000 livestock units on the Site of either:

- sheep; and/or
- cattle
  - The stocking rates, weights and areas to be grazed will be agreed on an annual basis with the Director General to minimise any damage to pastures, erosion or areas that are steeper/prone to soil disturbance and or pugging.

B. Managing farm upgrade and island capital works as agreed and with the Director General.

C. Development and implementation of Mauriora Motutapu Vision document as agreed with the Director General.

D.2 The parties agree that Te Haerenga may retain any profits earned from the Activity for reinvestment in the Mauriora Motutapu vision document as agreed with the Director General.

**Section E**

**Consultation with other iwi, hapū and whānau:**

E.1 The Director-General and Te Haerenga will liaise with other iwi, hapū and whānau as appropriate in relation to the Activity and any effects it may have upon their claimed customary interests, if any.

**Section F (Refer clause 5 Schedule 2)**

**Operating procedures, guidelines, standards:**

F.1 Te Haerenga must comply with the following protocols and plans:

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Biosecurity protocols relating to Motutapu Island ("Biosecurity Protocols"), which the Director-General will provide to Te Haerenga.

Te Haerenga must also follow all other Standard Operating Procedures, plans, guidelines or standards communicated to it by the Director-General.

**Section G (Refer clause 7 Schedule 2)**

**Insurance:**

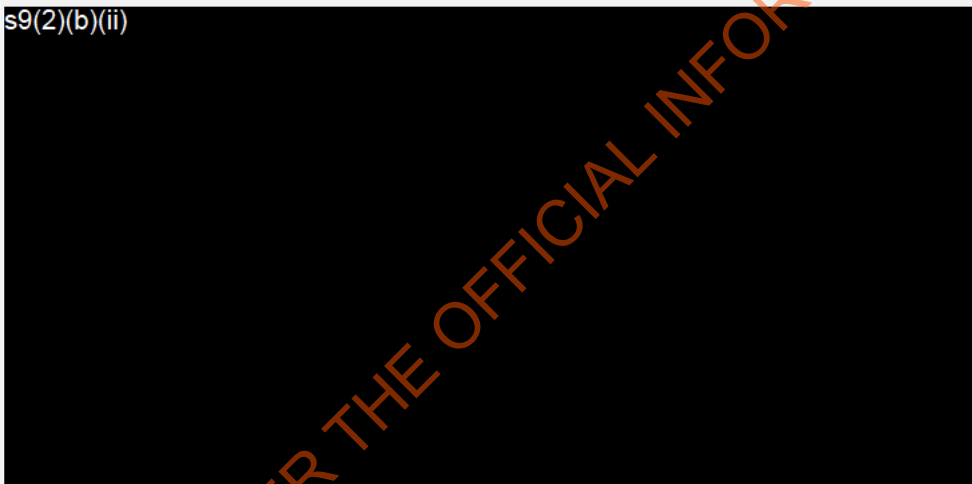
G.1 Te Haerenga shall take out and keep current the following type and amount of insurance cover:

**Details of all policies:**

Type and amount of insurance: Public liability insurance for:

- General indemnity for an amount no less than \$1,000,000;
- Third party vehicle liability for an amount no less than \$500,000

s9(2)(b)(ii)



**Section H**

**Monitoring and reporting:**

H.1 Unless otherwise agreed or required under a Standard Operating Procedure, guideline or standard, the Director-General and Te Haerenga will meet on a monthly basis during the term of this agreement to discuss:

1. any risks or issues and how these should be managed, including in relation to:
  - a. fire;

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- b. weed management;
- c. stock welfare;
- d. Biosecurity;
- e. asset condition/maintenance; and/or
- f. cultural heritage
- g. public recreation and/or safety.

**Section I**

**Communications:**

I.1 The Director-General and Te Haerenga have appointed the following persons to communicate on their behalf on all matters relating to this Agreement:

For Te Haerenga:

Name: Rewa Brown (supported by Amanda Scobie)

Position: Director Te Haerenga

Phone contact: s9(2)(a)

Postal Address: PO Box 141, Clevedon 2248

Email: s9(2)(a)

For the Director-General:

Name: Emma Kearney

Position: Operations Manager, Auckland Inner Islands

Phone contact: s9(2)(a)

Postal Address: Private Bag 68908, Wellesley Street, Auckland 1141

Email: ekearney@doc.govt.nz

If the appointed representative for either party changes, the affected party will notify the other party of the change as soon as practicable.

**GROUP/ORGANISATION**

SIGNED for and on behalf of Te Haerenga o Ngai  
Tairiki Tamaki Limited by its directors:

**Rewa Brown**  
**Director Te Haerenga**

**DIRECTOR-GENERAL OF CONSERVATION**

SIGNED by

**Emma Kearney, Operations Manager,**  
**Auckland Inner Islands pursuant to an**  
**Instrument of Delegation dated 9**

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s9(2)(a)

September 2015 from the Director-General of Conservation:

s9(2)(a)

.....  
Date: 30 June 2022  
Address: P O Box 141, Clevedon 2248  
Phone number/email: s9(2)(a) / [admin@ngaitaitamaki.iwi.nz](mailto:admin@ngaitaitamaki.iwi.nz)

*Must be a Tier 4 manager or above*

Date: 30 June 2022  
Address: Private Bag 68909, Wellesley Street, Auckland 1141  
Phone number/email: s9(2)(a) / ekearney@doc.govt.nz

**Note:**

- A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-32 Manners Street, Wellington 6011.

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982 (OIA)

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**STANDARD TERMS AND CONDITIONS**

**1 Agreed Activity**

- 1.1 Te Haerenga shall carry out the Activity (described in **Section D of Schedule 1**) in accordance with this Agreement.
- 1.2 Te Haerenga will:
  - (a) exercise reasonable skill, care and diligence in carrying out the Activity;
  - (b) take responsibility for the actions and omissions of its workers (including volunteers and contractors) and others who carry out the Activity under its direction and control;
  - (c) not commence the Activity until the Agreement has been signed by both parties.
- 1.3 Where this Agreement requires the Director-General to exercise discretion or give any approval or provides for any other actions by the Director-General in relation to the Activity, the Director-General will act reasonably and within a reasonable timeframe.

**2 Term of Agreement**

- 2.1 This Agreement commences and expires on the dates set out in **Section B of Schedule 1**.

**3 Director-General Approvals**

- 3.1 Te Haerenga must not transfer this Agreement to another party or allow another party to carry out the Activity without the prior written consent of the Director-General. The Director-General may choose to decline his/her consent under this clause or to grant consent subject to conditions.
- 3.2 Any changes to the Activity or to the boundaries of the Site or any intent to erect, alter or bring on to the Site any structure not authorised by this Agreement or alter the Site in any way will require a written Variation to the Agreement entered by both parties and be subject to any consents that may be required for the new activity
- 3.3 In giving approval under clause 3.2 of this Schedule, the Director-General may impose any reasonable terms and conditions that the Director-General considers appropriate; and may also decline the grant of such approval after consideration of the relevant conservation values, environmental effects and safety issues.

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4 Protection of Conservation Values

- 4.1 Te Haerenga must take every care to avoid damaging indigenous flora and fauna or the habitat of indigenous fauna when carrying out the Activity.
- 4.2 Te Haerenga must take every care not to transfer unwanted organisms such as weed seeds or pathogens or pests such as argentine ants and plague skinks (as listed under the Biosecurity Act 1993) in carrying out the Activity.
- 4.3 Te Haerenga must ensure it does not cut down vegetation; nor damage any natural feature or historic resource on the land; or light any fire on the Site without the prior written approval of the Director-General or except where permitted by this Agreement.
- 4.4 Te Haerenga must not bury:
  - (a) any toilet waste within 50 metres of a water source on the Land; or
  - (b) any animal or fish or any part thereof within 50 metres of any water body, water source or public road or track.

5 Compliance

- 5.1 In conducting the Activity, Te Haerenga must comply where relevant with all statutes, regulations, by-laws or other enactments, or any Conservation Management Strategy or Plan affecting or relating to the Site and facilities or affecting or relating to the Activity as well as the procedures, guidelines, protocols and standards set out in **Section F of Schedule 1** and all other reasonable notices and directions of the Director-General. This includes the (**Te Motutapu a Taikehu Heritage Management Plan DOC-7059121** ). The Director-General may in their discretion appoint a person to monitor and review compliance of these requirements.
- 5.2 A breach or contravention by Te Haerenga of any provision referred to in clause 5.1 is deemed to be a breach of this Agreement.

6 Health and Safety

- 6.1 Te Haerenga must exercise the rights granted by this Agreement in a safe and reliable manner to provide and maintain, as far as is reasonably practicable, a safe working environment for its members (including any employees, volunteers and contractors) while carrying out the Activity.
- 6.2 Te Haerenga must appoint a person or persons to take responsibility for health and safety with whom the Director-General will communicate and deal on all health and safety matters relating to the Activity.
- 6.3 Te Haerenga must:

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- (a) ensure that its employees, contractors, volunteers and agents are competent to carry out the work and will receive appropriate supervision when carrying out the Activity; and
  - (b) ensure that all contracts between Te Haerenga and any contractor contains, at a minimum, the same requirements as clauses 5.1 of this Schedule, this clause 6 (as appropriate) and the applicable Safety Plan.
- 6.4 Te Haerenga must:
- (a) as soon as possible following the commencement date, prepare and provide to the Director-General for approval a safety plan (**Safety Plan**) which meets the Department's requirements relating to the Activity; and
  - (b) review its Safety Plan as appropriate in light of increased knowledge or changed circumstances, and submit any amendments to the Director-General for approval.
- 6.6 If, in the opinion of the Director-General, or on notification by Te Haerenga to the Director-General of a safety incident or risk on the Site, circumstances warrant a review of the Safety Plan, Te Haerenga must review the Safety Plan and submit it to the Director-General for approval.
- 6.7 Te Haerenga must carry out the Activity in accordance with the approved Safety Plan and any amendment(s) to it, or replacement of it.
- 6.8 Te Haerenga must:
- (a) take all reasonably practicable steps to protect the safety of all persons present on the Site, including eliminating as far as reasonably practicable any dangers to the public caused by Te Haerenga's activities and erecting signs warning the public of any dangers that remain and of which Te Haerenga is aware;
  - (b) record and report to the Director-General any notifiable event as defined by the Health and Safety at Work Act 2015, such as a death or an injury which requires immediate hospitalisation or collapse of a structure that exposes people to serious risk, within 24 hours of its occurrence and within 3 days for less serious incidents;
  - (c) be satisfied that any facility or equipment provided by the Director-General to enable the Activity to be carried out meet the safety requirements of Te Haerenga and if not, advise the Director-General accordingly;
  - (d) not bring on to the Site or any land administered by the Department any dangerous or hazardous material or equipment which is not required for purposes of the Activity; and if such material or equipment is required as part of the Activity, Te Haerenga must take all practicable steps to ensure that the material or equipment is treated with due and proper care; and
  - (e) notify the Director-General of any natural events or activities on the Site or the surrounding area which may endanger the public or the environment.

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7 Insurance

- 7.2 Subject to clause 7.3, Te Haerenga will indemnify the Director-General against all claims, action, losses and expenses of any nature by any person arising from Te Haerenga's conduct of the Activity.
- 7.3 Te Haerenga has no responsibility or liability for costs, loss or damage arising from any act or omission or lack of performance by the Director-General or any contractor, supplier, employee or agent of the Director-General.
- 7.3 The total liability of Te Haerenga under this Agreement whether in contract, tort, for breach of statutory duty or otherwise is limited to \$1,000,000 (one million dollars).

8 Suspension of Agreement

- 8.1 The Director-General may suspend this Agreement in whole or in part where:
  - (a) in the Director-General's reasonable opinion, there is a temporary risk to public safety or to any natural or historic resource, howsoever arising; or
  - (b) there has been a serious breach of the terms of this Agreement.
- 8.2 Any suspension imposed under clause 8.1 of this Schedule may be lifted when, in the reasonable opinion of the Director-General:
  - (a) risks to public safety or natural and historic resources caused by natural events or activities have been remedied or mitigated
  - (b) risks to public safety or natural and historic resources caused by the activities of Te Haerenga have been eliminated, remedied or mitigated by Te Haerenga; or
  - (c) Te Haerenga has rectified, remedied or mitigated any serious breach of the terms of this Agreement to the Director-General's reasonable satisfaction.

9 Termination of Agreement

- 9.1 Te Haerenga may surrender this Agreement, either in whole or in part, with 14 days' written notice to the Director-General subject to any conditions the Director-General considers reasonable and appropriate.
- 9.2 The Director-General may terminate this Agreement either in whole or in part by 14 days' written notice to Te Haerenga or such sooner period as appears necessary and reasonable to the Director-General where:
  - (a) Te Haerenga breaches any terms of this Agreement that, in the Director-General's opinion, is capable of being rectified; and the Director-General has notified Te Haerenga of the breach; and Te Haerenga does not rectify the breach within 28 days of receiving notification, or such other time as specified by the Director-General.

OR

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(b) where the Te Haerenga breaches any terms of this Agreement and in the reasonable opinion of the Director-General the breach is not capable of being rectified.

OR

(c) where Te Haerenga ceases to conduct the Activity.

OR

(d) where Te Haerenga is convicted of an offence under legislation affecting or relating to the Site or Activity.

9.3 The Director-General may terminate this Agreement immediately without notice where:

(a) any of the events leading to a suspension of the Agreement under clause 8 of this Schedule cannot be remedied to the reasonable satisfaction of the Director-General; or

(b) there is, in the opinion of the Director-General, a permanent risk to public safety or to the natural and historic resources of the Site.

9.4 Notwithstanding any termination of this Agreement, any party who commits a breach of the Agreement remains liable for it.

## 10 Situation on expiry or termination

10.1 On expiry or termination of this Agreement, either as to all or part of the Site:

(a) Te Haerenga is not entitled to compensation for any structures or other improvements placed or carried out by Te Haerenga on the Site.

(b) If Te Haerenga will not be continuing to manage the pasture under a formal authorisation:

i. Te Haerenga may, with the Director-General's written consent, remove any structures, fences, gates, drains and other improvements or fixtures on the Site.

ii. Te Haerenga must, if the Director-General gives written notice, remove any improvements placed or constructed by Te Haerenga on the Site within the time specified by the Director-General acting reasonably.

iii. Te Haerenga must make good any damage and leave the land in a good and tidy condition, fair wear and tear excepted.

## 11 Remedy in event of default

11.1 The Director-General may elect to remedy any default at any time after giving reasonable written notice to the Te Haerenga. All reasonable costs and expenses incurred by the Director-General in remedying or attempting to remedy such default must be paid by the Te Haerenga to the Director-General, if demanded.

## 12 Dispute Resolution

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- 12.1 The parties will endeavour to settle any dispute arising from this Agreement by full and frank discussion and negotiation or, if necessary, any other informal dispute resolution technique without prejudice to any other rights and entitlements they may have.
- 12.2 Subject to clause 9 of this Schedule, if the parties are unable to resolve the dispute by negotiation or other informal means within twenty-one (21) days of written notice by one party to the other of the dispute (or such further period as the parties agree in writing) either party may refer the dispute to mediation. Each party will cover its own costs associated with any meditation process entered under this clause.
- 12.3 Subject to clause 9 of this Schedule, where there is a dispute, each party will otherwise continue to perform its obligations under this Agreement.

13 Relationship of Parties

- 13.1 The parties agree to work together in good faith and in the spirit of Treaty partners and to co-operate with each other in the carrying out of the Activity on the Site.
- 13.2 Nothing expressed or implied in this Agreement is to be construed as:
  - (a) Constituting the parties as partners (in terms of the Partnership Act 1908), joint venture or agency;
  - (b) Conferring on Te Haerenga any right of exclusive occupation or use of the Site;
  - (c) Granting any ownership or interest in the Site to Te Haerenga; or
  - (d) Affecting the rights of the Director-General and the public to have access across the Site, unless otherwise provided in this Agreement.

14 Power, Rights and Authorities

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

15. The Law

- 15.1 This Agreement is to be governed by and interpreted in accordance with the laws of New Zealand.

Schedule 3

**SPECIAL CONDITIONS**

1. Stock matters and land management

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In addition to the requirements set out in clause D1 of Schedule 1, Te Haerenga must comply with the stocking policies set out in section 5.7.1 of the Farm Management Plan as far as reasonably practicable and subject to written plans developed with the Director-General in relation to weed management, fertiliser, wāhi tapu, fire control and contaminated sites, and agreed actions in relation to fencing.

Te Haerenga must further reduce stock levels below maximum levels set out in clause D1 of Schedule 1 if:

- there is evidence of treading damage to pasture;
- where the grazing results in visual sediment loss from slopes to wetlands and waterways;
- pasture cover averages less than 2,000 kg dry-matter per hectare from May to September; or
- required by the Director-General.

Stock grazing is to be excluded from very steep slopes and actively eroding slopes, as identified in the Farm Management Plan, as far as reasonably practicable.

Te Haerenga must exclude stock from wetlands (see plan attached at Appendix 1), including a buffer zone of at least 10 metres from the high water mark, as far as reasonably practicable. This includes temporary methods such as hotwire in areas without adequate permanent fencing. However, riparian strips may be lightly grazed intermittently by sheep to prevent weed establishment where planting has not yet taken place.

Te Haerenga must monitor stock at regular intervals to ensure that:

- they are contained within the Site;
- there is sufficient feed available on the Site to discourage stock from grazing other land administered by the Department and not part of the Site; and
- they do not graze above levels permitted for the Activity.

Te Haerenga must not develop wintering pads, stand off pads or silage pits on the Site.

Te Haerenga must not graze, nor permit to be grazed on the Site, any stock which Te Haerenga knows or reasonably ought to know would be dangerous to persons entering the Site.

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Bulls are only to be used for breeding and must be removed from the Island once the breeding cycle is completed. A sign must be placed on the gate of a fence enclosing a bull advising the public of the presence of bulls.

No palm kernel expeller (PKE) will be fed to stock, as this is not deemed to be a sustainable farming practice.

In addition to the other provisions of this clause 1, Te Haerenga must use and manage the Site in accordance with good farming practices that are appropriate to the Site, and not impoverish or waste its soil.

## 2. Weed control

The parties shall develop a weed management plan as soon as possible for identified plant threats such as thistles, thorny apple, gorse, and woolly nightshade. Te Haerenga shall:

- comply with the weed management plan;
- monitor pest plant populations and keep them under an agreed acceptable level; and
- work to reduce the occurrence and extent of pest plants over time.

Te Haerenga shall manage weeds with the appropriate chemicals used at manufacturers recommended rates.

## 3. Fire control

The Department shall maintain its responsibilities for fire control as set out in its operational service agreement with Fire and Emergency New Zealand FENZ.

Te Haerenga and the Director-General shall develop a plan as soon as reasonably practicable to best manage fire risks on the Site (including risks arising from members of the public). Both parties shall use best endeavours and co-operate in good faith to implement the plan once agreed.

In the event of a fire threatening any part of the Site, Te Haerenga shall inform the Department as soon as possible and co-operate with any Department to mitigate the threat.

## 4. Farm vehicles

Te Haerenga must only use up to a maximum of 4 utes (including LUV vehicles) and 2 tractors for the purposes of the Activity and for pest management, unless agreed otherwise in writing by the Director-General.

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All farm utes must be registered and have a current WOF. Mules and tractors are to have a farm safety check undertaken if required by the Director-General.

5. Firearms

Te Haerenga may not use firearms, except for safely putting down injured stock. A lockable gun safe and a firearms licence is required. Te Haerenga is entirely responsible for ensuring the safe and secure storage and use of any firearms on the Site.

6. Dogs and horses

Te Haerenga may use dogs and up to 3 horses only for the purposes of the Activity. A maximum of 6 dogs is permitted.

All dogs must:

- be Avian aversion certified (kiwi and takahe in the first instance);
- have current vaccination certificates; and
- be registered with the Auckland Regional Council.

7. Historic and cultural heritage sites, features or taonga

The parties acknowledge that a number of wāhi tapu are located on Motutapu, and that Te Haerenga best understands the location and significance of these sites. The parties shall work together to an agreed a plan (**Te Motutapu a Taikehu Heritage Management Plan DOC-7059121**) to protect all wāhi tapu and any other archaeological sites during the term of this Agreement that all meets any requirements of Heritage New Zealand Pouhere Taonga. All Activities carried out under this Agreement shall comply with the heritage management plan above, and comply where relevant with all statutes, regulations, by-laws or other enactments.

8. Contaminated sites

Some of the roofs on the military buildings are known to contain asbestos. Te Haerenga must not modify these roofs in any way without the Director-Generals' consent. Te Haerenga shall inform the Director-General of any damage to or deterioration in the condition of these roofs.

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The parties will work together to identify any other contaminated sites on the Site, such as chemical or fuel storage areas or livestock dipping sites, and develop and appropriate management plan for these sites (**Contaminated Sites Plan**)

9. Breaking ground

Before breaking ground for crops or disturbing the soil other than in accordance with this Agreement, Te Haerenga must:

- obtain the prior approval of the Director-General; and
- obtain any necessary authorities from Heritage New Zealand.

No soil may be disturbed in contravention of a Heritage Management Plan or Contaminated Sites Plan.

10. Fertiliser

Te Haerenga and the Director-General shall develop a fertiliser plan for the Site as suitable, bearing in mind the temporary nature of this management agreement.

Te Haerenga shall use reasonable endeavours to comply with the agreed fertiliser plan.

11. Fencing

Te Haerenga and the Department shall carry out a stocktake of the condition of existing fencing as soon as possible following the commencement of this management agreement. The stocktake may be carried out jointly, or separately with each party exchanging their respective written inspection reports.

Following this stocktake, the parties shall use reasonable endeavours to agree in writing:

- upon the actions required to ensure the fences remain stock-proof during the anticipated term of this management agreement; and
- upon the parties' respective responsibilities for carrying out these actions and assuming costs.

Until the parties have reached this written agreement, Te Haerenga shall only carry out fencing work where stock escape appears likely to endanger the public or threaten the values of the Site.

Te Haerenga must place on a prominent position on any electric fence on the Site a warning sign advising that the fence is electric, particularly where stiles are in place for walking tracks.

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12. Gates

Te Haerenga may lock any gates located on the Site (except on the gravelled roads). Where gates are to be locked Te Haerenga must give the Department a key so where necessary the Department can unlock the gates. Where any gate is so locked Te Haerenga shall notify the Department and the Department may require Te Haerenga to erect a stile near the locked gate.

13. Adverse effects

If, in the opinion of the Department, stock effluent discharge occurring as a result of the Activity is having an adverse effect on any adjoining or downstream river, stream, waterway or wetland, then the Department may require Te Haerenga to modify the Activity or the manner in which it is carried out so as to avoid, remedy or mitigate that adverse effect.

If, in the opinion of the Department, the Activity is having or may have an adverse effect on the Land or adjoining bush or riparian margins administered by the Department, the Department may require Te Haerenga to comply with all reasonable notices and directions by the Department concerning the activities conducted by Te Haerenga including but not limited to notices or directions regarding the numbers of stock that may be grazed on the Site or any part of the Site.

Te Haerenga must advise any other stakeholders of any activity that may affect those stakeholders' operation on the island (e.g. spraying)

14. Didymo

Te Haerenga must comply and ensure its employees, agents and contractors comply with the Ministry for Primary Industry's (MPI) "Check, Clean, Dry" cleaning methods to prevent the spread of didymo (Didymosphenia eminate) and other freshwater pests when moving between waterways. "Check, Clean, Dry" cleaning methods can be found at – <http://www.biosecurity.govt.nz/cleaning>. Te Haerenga must regularly check this website and update their precautions accordingly.

15. Aircraft

Te Haerenga acknowledges that it will need to apply for a concession if it requires an aircraft to land on the Island.

16. Biosecurity

In addition to clause 4.2 of Schedule 2:

- a. All vessels for transporting supplies to the Island must be pest free prior to departure from the mainland.

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- b. Without limiting any other provisions of this clause 16, Te Haerenga will take all reasonable steps to ensure any vessels used for Motutapu have Pest Free Warrants, including their own vessels.
- c. Te Haerenga will ensure that all vehicles, equipment, stock arriving on or departing from the Island are free of dirt, seeds, dust, rodents, mustelids, insects, reptiles and any other organism threats.
- d. All tools and machinery contaminated by soil e.g. diggers, excavators, trucks, vehicles, spades, shovels, post-hole borers etc must be cleaned and free of all pests, dirt, soil, plant material and seeds before leaving the mainland or the Island.
- e. All personal luggage, gear and equipment must be clean, sealed in rodent-proof packaging and checked for pests at the point of departure from the mainland or the Island. Rodent-proof packaging includes sealable day packs and overnight bags, solid boxes that have no holes and are taped closed, sealable plastic bins and barrels, and PVC dry bags. Open bags and unsealed cardboard boxes are not suitable.
- f. Any food taken on to the island must be packed in sealed containers, such as chilly bins, fish bins or zipped up bags. Food must not be transported in open boxes or open bags.
- g. Individuals travelling to the Island or returning to the mainland must have footwear, clothing and luggage that is free of mud and seeds. Rangers have the right to turn people away if this is not complied with.
- h. Te Haerenga must comply with all other Biosecurity Protocols in relation to Motutapu, which cover matters such as stock feed, plant material and stock trucks. This includes minimum notification timeframes for inspection of barges.
- i. The Island has a network of traps and tracking tunnels, a majority of which are located on the coastal side of the boundary fence. It is imperative these traps remain set. Te Haerenga will ensure that stock remain on the pasture side of the fences, so these traps are not sprung. The Department may ask Te Haerenga to regularly check, rebait and maintain some of these traps and tunnels.
- j. Te Haerenga shall comply with MPI biosecurity requirements with respect to *M. bovis* and any other notifiable disease or organism.
- k. All rubbish and refuse produced on the Island by the Te Haerenga, its employees, agents and/or contractors should be disposed of in the following manner:
- Food scraps must be disposed of in an island based composting facility.
  - Recyclable rubbish should be cleaned, temporarily stored in island based rodent proof wheelie bins and removed on a fortnightly basis via the MV Hauturu.
  - Non-recyclable rubbish must be cleaned, temporarily stored in an island based rodent proof skip and removed on a monthly basis via the MV Hauturu or barge.

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- l. Commercial vessels must not occupy a berth at the Rangitoto, Islington Bay or Home Bay wharfs except for the purpose of shipping or unshipping goods, or for embarking or disembarking passengers.
- m. In the event of a pest incursion on the island Te Haerenga will work collaboratively with Department to ensure that any response is effective.
- n. If a pest or weed incursion is suspected, Te Haerenga will notify the Department immediately.

17. Electricity

The Department shall maintain the electric power reticulation network and generation system, capable of satisfying the reasonable needs of both parties, on the Site while Te Haerenga shall purchase electricity used by Te Haerenga, its employees, agents and contractors from the Director-General at the Island generated rate of \$1.7294 per kWh. The Director-General reserves the right to change the electricity rate and will give Te Haerenga 30 days' notice of any change to the Island rate.

18. Water

The Director-General will be responsible for supplying potable water to the dwellings on the Island.

Te Haerenga will:

- a. use potable water responsibly in a way that is mindful of this limited resource; and
- b. ensure that should pipes become exposed due to slips or other erosion, the Department is informed, and stock do not damage this infrastructure.

Te Haerenga will be responsible for ensuring an adequate water supply that is appropriate for stock purposes in agreement with the Director General

19. Other charges

The Department shall pay rates for the Site for the term of this Agreement. Te Haerenga must pay all utility charges except as set out in clauses 17 and 18 of this schedule.

20. Public use and enjoyment

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Te Haerenga shall carry out the Activity so as to provide maximum access to the Site by the public, other concessionaires and any organisation operating under a DOC community or management agreement:

- a. to the extent compatible with best protecting and preserving the scenic, recreational, geological, historical and biological values of the Site; and
- b. provided they do not cause unreasonable disturbance or disruption to the Activity.

The Department shall reserve the right through his servants, officers or agents to enter the Site at all reasonable times with or without vehicles, equipment or implements of whatever nature for the purposes of:

- a. ensuring that the provisions of this agreement are being complied with; and
- b. ensuring that any directions conveyed to Te Haerenga under the terms of this agreement have been or are being carried out in accordance with those directions; and
- c. undertaking any work, including any work necessary for maintaining the reserve values of the Site.

#### 21. Trees

Te Haerenga must, after obtaining the Auckland Regional Director's prior approval, fell damaged or dying trees and cut up fallen trees into manageable pieces. Felled or fallen trees must be moved to an agreed location where the timber can be cut up further and accessed for domestic use, or burned in situ.

#### 22. Structures, improvements and facilities

Te Haerenga shall maintain all structures, fences, gates, drains, fittings and fixtures/improvements, on the land at the commencement of this Agreement (including all facilities specified in Appendix 2 ("facilities")) so that they are generally in a similar state to that at the commencement of this Agreement, fair wear and tear excepted.

The Director-General reserves the right to inspect, or engage an independent party to inspect, the state of the facilities every six months.

If Te Haerenga removes structures or improvements from the Site for any reason, Te Haerenga is to make good any damage and leave the Land in a clean and tidy condition.

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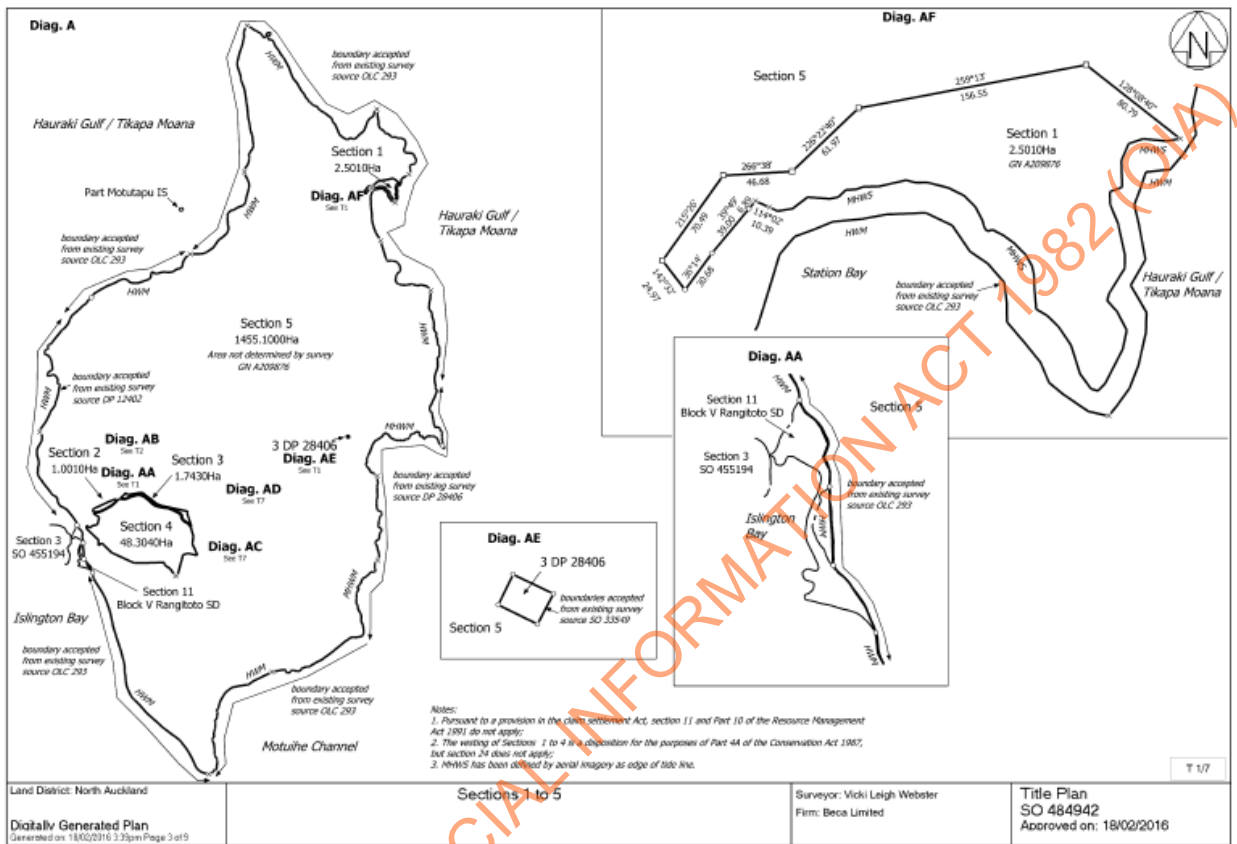
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**Community Agreement DOC-6140421**

**Appendix 1: Site plans**

**1. Survey plan of the Site:**

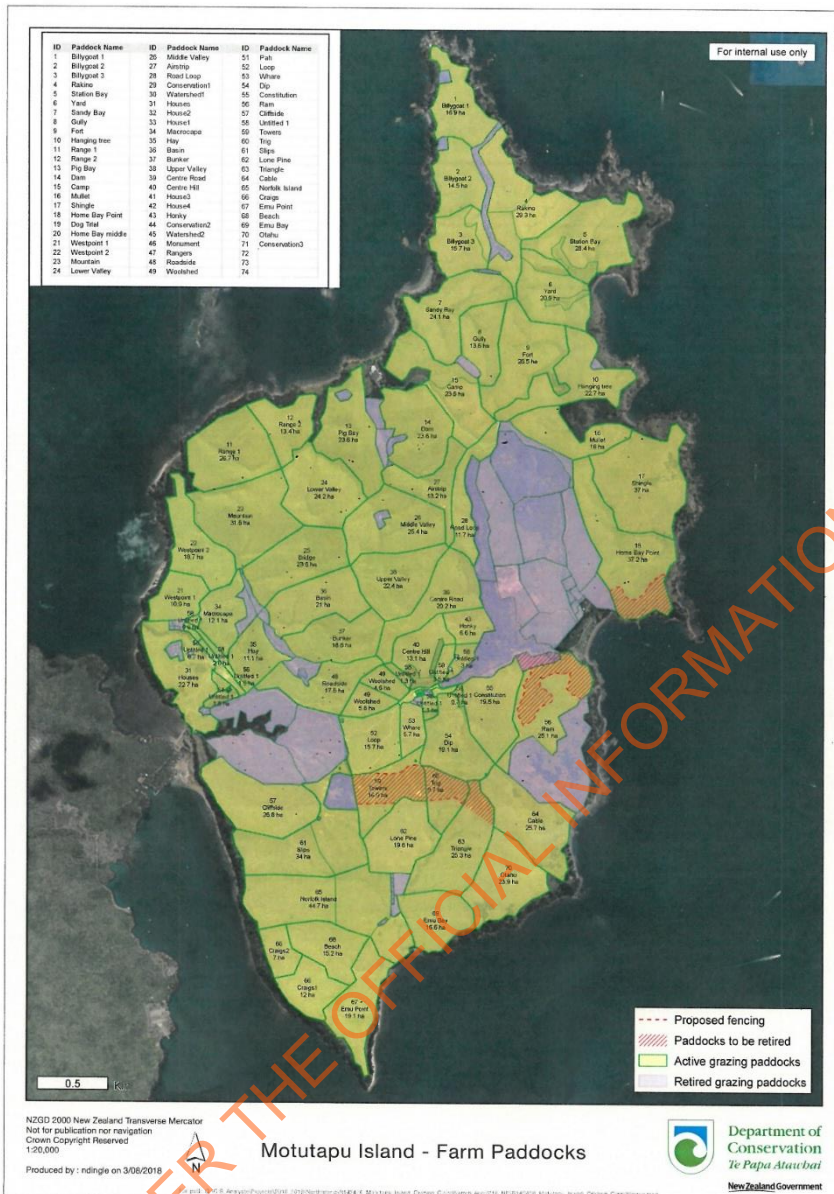


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2. Designated grazing areas (note this only includes the areas within section 5 S0484942 as shown above):



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1. Indicative Wetland areas:



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**Appendix 2: Facilities**

1. The Director-General will make the following facilities available to Te Haerenga for the purposes of undertaking the Activity:
  - a. Dusty Lane House
  - b. Manager’s House (Home Bay)
  - c. Supervisor’s House (Compound)
  - d. Woolshed and sheep yards (shearing shed)
  - e. Haybarn and loop (near cattleyards)
  - f. Implement shed (farm workshop) (Compound)
  - g. Dog Kennels (near Centre Paddock houses)
  - h. Stock water supply system
  - i. Potable water and electricity at the dwellings
  - j. Cattle yards
  
2. The following facilities, or similar, may be made available, without charge but not exclusively, to Te Haerenga when required to undertake the Activity:
  - a. Shearers’ Quarters
  
3. The following facilities is currently being used as a shared facility between the Department and Te Haerenga:
  - a. The Managers Cottage (Home Bay)
  
4. The parties may agree upon management arrangements for the Home Bay Campground under a separate management agreement.

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