

Submission on Significant areas and sites to Māori.

Introduction

My wife and I farm deer, sheep, beef, and dairy grazers in Barrytown. I am a fifth-generation West Coast farmer. Farming is a way of life not just a job. We have a connection to the land and water that many urban people would not understand because we interact with it on multiple levels daily. The land is part of who we are.

It must be remembered that we are farmers. Not lawyers, archaeologists, or experts in Māori culture and customs.

Therefore, our submission must be contemplated from the viewpoint of a farmer who is a private landowner. And that we purchased our land through lawful means with the intent of using it for a farming business. The land had been farmed for many years prior to us purchasing it. It has also been mined. In saying that, the two generations of the Coates family has preserved areas of the land due to its historical importance and because of our own regard for these areas. Our historical knowledge of our land has been learnt through oral stories from family and acquaintances, amateur archaeologist findings and reading material.

We are aware of middens on our property. Amateur archaeologists, in about 1978, had surveyed our property and mapped middens and other sites. To my knowledge there has been no communication with my family, from the local iwi, councils or government agencies, about these sites since then.

Submission outline

We seek that the SASM chapter be removed on the grounds of:

1. Poor communication.
2. Inaccurate mapping
3. Rules that appear to be excessive for the need.
4. No quantitative section 32 analysis, which would demonstrate the huge costs on the landowner and therefore the excessiveness of these rules.
5. No respect to the freehold landowners, who have maintained these sites of significance and the native vegetation.
6. Complete disregard to private property rights.
7. The need for change as businesspeople has not been considered.
8. The Government indication is they want to remove SASM's.

Mapping of SASM's and communication between iwi, council, TTPP officers and landowners are two of the biggest downfalls of the SASM chapter. An area of national importance cannot be identified through desktop mapping alone. Especially when a lot of the SASM information is held by iwi in oral history, desktop mapping seems to have an abundance of technical difficulties and the time constraints of the formation of the draft TTPP seemed extremely tight. We feel that Ngai Tahu were not given the time or support to provide accurate maps.

No communication

The operative Grey District Plan 2005, page 64, 14.5 Implementation Methods number 4 states "consultation with owners.....particularly in respect of meaningful alternative uses". The operative plan also goes on to say on page 64, 14.5.1 "it is considered by the council that the essential element of the sustainable management of heritage features is consultation and education with owners". At no point since we took over this land in 2003; under the ownership of Nikau Deer Farm Ltd, has there been any communication from any authority. You can imagine our surprise when the evidence of Paul Charles Madgwick to the TTPP dated the 5th of April 2024 stated there are NZAA sites on our property recorded in the Grey District operative plan.

From a property owners' point of view, we do need to know that these sites are important and why. This makes it easier to formulate plans to protect these sites. In other words, it is good to know what we are protecting and why, to actually be able to protect it.

The first communication from any Council or agency was a letter that the TTPP sent to us when the proposed TTPP was released, saying we have a SASM on our property and it takes immediate legal effect. I would suggest this is not good consultation and we have had to take it upon ourselves to find out as much as we can about what is so important about these sites. We are struggling as this is not our profession.

Communication with the TTPP etc

As I mentioned above, the first communication about our SASM was a letter from the TTPP stating that we have one and it covers the majority of our deer farm and this takes immediate legal effect. No consultation or warning and suddenly it is in law. As a result, we are not allowed to prune native vegetation (even plants we have planted ourselves in our garden) or dig anything more than a post hole without permission.

Please view Appendix 6: Photos 1,2 and 3. They show a view of the bush and swamp that we as a family have not developed due to its significance to us, that is now covered by SASM33. A lot of the historical sites are close to or within the patches of bush we have kept. I would also like to point out that a contract we have entered into with a mining company protects the above mentioned bush from removal. We are proud of the native vegetation we have on our property, and have done our best as a family to protect it and the environmental and cultural aspects of our land while still trying to make a living off of it.

After receiving the notification of the SASM, we invited a representative of Ngati Waewae to visit us to discuss why there have been such strict rules placed over most of our deer farm. The representative was very helpful and said that the local tribe were not too worried about middens etc. However, where there have been villages it is highly likely that there are burial sites, (urupā) and this is what they want to protect. If they are present, we do too.

The TTPP also mentions the reason for the SASM is villages but there is no mention of burial sites.

Paul Madgwick, in his evidence, states that the large area covered in the SASM33 map, indicates that there may be more archaeological sites. No mention specifically, of burial sites.

Therefore, the TTPP needs to step back and ask what are we trying to protect and why. The only way we see this happening is for this chapter to be removed and rewritten after extensive consultation, correct mapping methodology and a reasonable time frame.

SASM 34

We need to know what this is for, because my father owns the land this is on, and we graze animals there. The TTPP has stated it is a silent file and is a wahi tapu which means sacred site - a place with long term restrictions on access or use. We originally thought SASM34 was in Nikau scenic reserve, but with careful inspection it has been marked on my father's property. However, it is titled "Nikau Scenic Reserve".

We wonder if this has been mapped incorrectly and should be the sacred site in the Nikau Scenic Reserve. From what we understand this sacred site is/was a tree, where the deceased were placed, in Nikau Scenic Reserve only about 100m or less from where SASM 34 is marked. Knowledge of this tree was of word of mouth from my mother who attended a ceremony there.

Inaccurate Mapping

We live next to a part of the beach that has been building up over the years. Title WS1B/608 (originally Vol60 folio 226) was established as new title on 19th February 1960 and "originally acquired" by the Hill brothers under section 61 of the land act 1948. (see appendix 3). It would appear after reading section 61 that this area was formerly crown land and most probably road reserve. This is also backed up by local knowledge that the Hill brothers swapped the

area of land now known as “Nikau Scenic Reserve” for the title WS1B/608. This explains why the strip of land along the beach is now administered by DOC and is not a road reserve. Most of this area in the early 1800’s would have been part of the Tasman Sea. So, a good indication that it was not inhabited by Māori and therefore should not be covered by SASM 33.

SASM 33 covers what is at present the ocean. This demonstrates even poorer mapping and therefore put further doubt on the mapping process.

As can be seen by the attached map (Appendix 1) large areas to the east of the NZAA sites have been humped and hollowed. At no time during this major digger work in the late 1990’s, were any more middens or anything of other importance to Māori uncovered. This brings into question why anything to the east of these NZAA sites is mapped.

In conclusion SASM 33 should not have covered such a large area. With this evidence and the above-mentioned evidence of SASM 34, it would make you question the accuracy of mapping of all SASM’s.

Section 32

It is very pleasing to see some section 32 financial analysis has been done. Thank you to the TTPP and well done. However, I was disappointed no quantitative analysis was done. Even a simple summary of estimated costs of a consent, would be useful.

I agree there will be enforcement costs to the council. The TTPP has created a situation where it will be very expensive on the rate payer. Every time someone prunes a native tree in a garden someone will now probably complain, the council will have to investigate, only to find it is the wrong SASM (i.e. a SASM that does not have rule 4; Indigenous vegetation clearance).

I also agree that there will be costs to landowners because of the restrictions on the use of their land. An example of this is the land will devalue, which is a cost when you want to sell the SASM land or buy more land.

A cost that is not included by the TTPP are potential costs that Poutini Ngai Tahu may have to pass on to the landowners of SASM’s. I can imagine it will get expensive for Poutini Ngai Tahu to have to process so many activities. For example, every time I have to prune a native tree off my fence or in my garden, I need to ask Poutini Ngai Tahu for permission. (Please see appendix 6 photo 4 and 5 for examples of this.) It wouldn’t be hard to imagine that Poutini Ngai Tahu will have to employ a full-time person with all the SASM’s throughout the West Coast.

Examples for the earthworks (rule 6), is I would need to get permission from Poutini Ngai Tahu every time a drain or creek crossing, culvert or bridge gets damaged due to flooding. The same situation would arise when we need to put a creek or river back on course. I am assuming we need to get permission to do other regular farm maintenance jobs such as cleaning out drains and filling in holes that animals make (bull holes) and putting more gravel in gateways and around troughs.

More quantitative analysis

I undertook an exercise, that didn’t take too long. The TTPP could have done this but decided not to because it decided “qualifying costs and benefits would add significant time and cost to the s32 evaluation process” (page 74 section 32 report). Some quantifying would have been helpful for deciding if the rules are fair and reasonable.

The above-mentioned devaluation of the land results in changes of ratios, that banks like using, therefore the owner is put in a higher risk bracket and pays more interest. In my case this could make as much as \$35,175 per annum. (See Appendix 5).

If we need to get an archaeologist in to get resource consent to put up a shed or build a house, the cost of this would be approximately \$25,000 including GST on top of any other consent costs and requirements. (Please see Appendix 2 for the quote). I would expect (but didn’t specifically ask) that to get permission to clean out a drain and to clean native vegetation off a fence or farm track would cost the same. This is a huge extra cost to everyday farm activities.

Potentially, our land has devalued due to SASM 33. For example, if we wanted to subdivide the bush off as a lifestyle block, and couldn't be due to SASM 33, this will make the land devalue by approximately \$30,000 per hectare. (please see appendix 7 for this information from a PGG Wrightson real-estate agent). As per the letter this could be as much as \$500,000 for our land with native bush on it. So, if we cannot do anything with this bush area, our land will devalue by half a million dollars.

Respect

The TTPP showed us no respect as landowners. Decades ago, my family and I chose not to clear some of the native bush; and archaeological sites and turn it into farmland. The TTPP have shown us no respect as the guardians of this land for the last 50 years. This disrespect and contempt shown to us as freehold landowners is part of what causes the frustration that goes along with the erosion of private property rights.

I would like to point out my parents were the ones that allowed amateur archaeologists onto our land in about 1978 to map these sites. This was done in good faith and the willingness to learn about the land we bought and to be good custodians of this land. This information about our private land is now being used to tie us up in rules, erode our private property rights and to potentially cost us money and stifle development.

Private property Rights

The SASM rules are removing private property rights of the landowners. The term for this is regulatory takings. Rules that take away the ability of the landowner to do what they wanted to do with the land when they bought it, are regulatory takings. The example here is we bought this land to farm it. These rules are taking away our ability to farm it efficiently. The frustrating thing is I think with a little bit of communication and thought the landowner and the Poutini Ngai Tahu could have got what they wanted and needed, and we would not have had to go through this time consuming hearing process.

As business owners we need to make a living off this land. Things change in farming all the time, who would have known this would be a deer farm 50 years ago. Things constantly change both nationally and internationally and as businesspeople we need the ability to adapt; these rules stifle this.

Government

The Government has said that they are stopping any new SNA's. Both SASM's and SNA's come out of the same section of the RMA (Section 6), so I do wonder if they are going to holt SASM's. I think that it would be wise from the rate payer point of view (due to costs) to pause this section of the TTPP until things are clearer from the government. To further complicate this issue the TTPP has made SASM's an immediate legal effect. This immediate legal effect will also need to be reversed.

Our suggested Rule changes

I believe there is disconnect between the rules and the mapping of the SASM's. Does the TTPP have to, in a legal sense, map or make rules? The answer is quite clearly no. The words in section 6 of the RMA and the West Coast Regional Council (WCRC) policy statement states, "provide for the protection of". This does not mean rules and maps have to be made by the TTPP.

Mapping and rules do not offer enduring protection - the actions and inactions of landowners do. History has shown that what most councils are doing at present, mapping areas and making rules to comply with section 6 of the RMA, is not working. Rules that disappoint and irritate landowners, penalizes those that have cultural values, undermines property rights and property values and undermines the cultural values turning them into a liability, does not help and more often has the opposite effect. As a result, councils are failing to "provide for the protection of" matters of national importance in sections 6 of the RMA.

Councils are failing their constituents when having rules associated to section 6 of the RMA, because they are turning these areas into a liability in monetary terms and emotional terms. A better way, in the case of SASM's, would be for the councils to:

Step 1 to facilitate introducing the local iwi and private landowners in an appropriate and respectful manner. Approaching the landowner in an appropriate and respectful manner is a very important first step. If the councils get this wrong then the rest of the process will also probably go wrong. Therefore, a lot of thought needs to be put towards how to contact the landowner respectfully and appropriately.

A good example of what not to do is send out a letter to the landowner stating that SASM's have been mapped on your property (without the landowner knowledge), there are very strict rules associated with them and the rules take immediate legal effect.

Step 2 the council could organise meetings with the two parties (if the parties wished). The two parties could then come up with something practical and meaningful for the significant sites and areas to Māori. This would empower the private landowner and give the iwi what they want.

Step 3 If there is breakdown in communications of the two parties, then the council's job would be to arbitrate. Potentially there may be no alternative than some form of compensation to the private landowner, which the council could give guidance on.

Conclusion

There seems to be pathways for Government agencies and iwi to follow or at least negotiate when it comes to protecting SASM's. However, the private landowner does not seem to have this luxury. We weren't even given the respect to be included in any decision making about the land we have lawfully purchased. And yet, we are expected to participate in a formal hearing in order to try and protect what is precious to us, our business and our way of life. As we have said we are farmers, not lawyers, archaeologists, or experts in Māori culture and customs.

It has been stated that there are not many private landowners affected by SASM's. If this is the case, it should have been easy for the TTPP to facilitate communication between landowners and iwi. Lack of communication is the key downfall of the SASM chapter.

In addition, the financial costs to private landowners are enormous. In our case, as much as \$35,000 per annum and potentially devalues the land by half a million dollars. This should have been taken into account by the TTPP when doing their section 32 analysis. The TTPP has made the rules so onerous that Poutini Ngai Tahu will face potentially large administration costs to process so many applications for activities which are basically day to day tasks in our case.

The TTPP does not have to map or make rules with regard to SASM's. The words in Section 6 of the RMA and the West Coast Regional Council (WCRC) policy statement states, "provide for the protection of" SASM's. Our suggested approach is for the Councils to introduce the local iwi to affected land owners and facilitate meetings to discuss what needs protection and how to go about this.

Appendix 1

Note: 1 The area highlighted in yellow is the area where historic sites have been found.

2 The red line was the probable shore line in the 1800's.



Appendix 2 Archaeologist costs.

Note: I have added in costs of the plane flights to round it to \$25,000.



Attention: George Coates

George Coates 3789 Coast Road
Barrytown, Greymouth West Coast

New Zealand Heritage Properties Ltd Salisbury House | 106 Bond Street Dunedin | 9016 admin@heritageproperties.co.nz
www.heritageproperties.co.nz

Date: 15 April 2024

Estimate Number: Q004003-1

Job Number:

Scope of Works

Archaeological assessment of 3789 Coast Road, Barrytown, Greymouth (Lot 2 DP 314606) to accompany an application for an archaeological authority to clear vegetation for site access and undertake earthworks for subdivision purposes. This report will assess the archaeological potential of the project area and consider the impact that the proposed works will have on any archaeological sites located within the project area.

Notes: (1) This estimate is for the assessment stage of works only. (2) Any changes to the scope of works may result in additional charges. (3) The site survey time is estimated based on one archaeologist, who must be accompanied by a representative of the client, otherwise, an additional archaeologist will be required to ensure health and safety requirements are met. (4) Costs associated with meeting the conditions of the archaeological authority will be additional. Anticipated conditions of the authority include archaeological monitoring, analysis, and report writing. (5) Flight costs and times are not included in this estimate, and will be extra. .

Rates and Billing

A fee estimate for the scope of works is provided in the attached estimate. Should there be any variation to the scope of works, NZHP must be informed and a variation to the fee estimate will be provided. Further information regarding NZHP's rates and billing is provided below.

- Rates are determined on an hourly basis at \$115 per hour per associate archaeologist, \$135 per hour per senior archaeologist, \$145 per hour per principal archaeologist, Discipline Specialists (e.g., built heritage, GIS, GPR) are \$165-\$185 per hour, and \$185 per hour for works requiring Director input.
- Travel time is charged at standard rates; there are no mileage fees.
- Work is usually split between an associate and principal.
- Prices are a best estimate prior to commencement of works.
- The above rates do not include GST.
- Expenses are charged at cost plus 15%. LandOnline plans are \$6 per plan. Where GNSS survey equipment is required for fieldwork, hourly (\$20), daily (\$80), weekly (\$200), or monthly (\$500) rates apply.
- For work spanning multiple months, archaeological work undertaken will be invoiced on a monthly basis.
- Proposal subject to NZHP standard terms of engagement (as enclosed).

For further information, please don't hesitate to contact me.

Regards

India Gillespie
india@heritageproperties.co.nz
0273037917



ESTIMATE

Attention: George Coates
George Coates 3789 Coast Road
Barrytown, Greymouth West Coast

Date
15 April 2024

Estimate Number
Q004003-1

Job Number

New Zealand Heritage Properties Ltd
Salisbury House | 106 Bond Street
Dunedin | 9016 admin@heritageproperties.co.nz www.heritageproperties.co.nz

3789 Coast Road, Barrytown, Greymouth

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Tasks	Amount
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NZH - Project Management - Assessment

Project management relating directly to job, including management and systems, correspondence and strategic meetings (with parties related to or involved in job).

NZH - Assessment

Completion of archaeological assessment for authority application, including description of proposed works, physical environment and setting, statutory requirements, and methods

NZH - Assessment Historical Research

Historical research undertaken in order to define the archaeological sites.

NZH - Assessment - Archaeological Context

Documentation of all previous archaeological investigations of the sites and discussion of the broader archaeological context for the sites.

NZH - Assessment survey & results

Survey of the project area, including 18 previously recorded ArchSites and reporting the survey results. Note: this is subject to change depending on increases or decreases to the project area extents.

Please note this time includes:

- 2 hours of return travel from Hokitika Airport to the project area (excluding flights and associated airport return travel time);

NZH - Reporting - Research Results

Summary of the documentary research, previous investigations and archaeological context, and site visit to determine if there is sufficient evidence to indicate that archaeology is present in the project area and will be affected by the proposed works.

NZH - Assessment of Values

Assessment of archaeological values, including the condition of the sites, uniqueness, contextual value, information potential, amenity value, and cultural associations. Other values must also be considered, including historic and Māori values.

NZH - Assessment of Effects

Assessment of effects of the proposed work on the archaeological and other values of the sites.

725.00

725.00

7,250.00

1,305.00

2,900.00

652.50

1,305.00

1,305.00

Tasks	Amount
NZH - GIS - Assessment Creation of maps, shapefiles, and other GIS data and georeferencing where required.	145.00
NZH - Assessment Report Review Approved archaeologist review of archaeological report with Heritage New Zealand requirements.	925.00
NZH - ArchSite entry/update Entering and updating ArchSite information, as required by archaeological authority.	1,305.00
NZH - Authority Application Preparation/submission of authority application to HNZPT	145.00
NZH - Site Instruction A site instruction to manage on-site works as required by HNZPT to accompany an application for an archaeological authority	145.00
	Subtotal 18,832.50
	GST 2,824.88
	Total 21,657.38

Valid To: 13 May 2024

1. **Definitions.** For the purposes of these Terms and Conditions (the “Conditions”), the following words have the following meanings:
 - 1.1 “Affiliate” means a Party’s directors, officers, employees, shareholders, agents, independent contractors and related companies;
 - 1.2 “Client” means the Party entering into the Contract with NZ Heritage Properties Ltd (NZHP);
 - 1.3 “Contract” means the Proposal issued by NZHP to Client and these Conditions, as either may be modified in writing under Clause 16;
 - 1.4 “NZHP” means New Zealand Heritage Properties Limited;
 - 1.5 “Archaeology” means any archaeological work or archaeological site in respect of which Services may be conducted or in relation to which Services may be performed.
 - 1.6 “Price” means the price set forth in the Proposal or determined by Clause 4 (as the case may be), subject to adjustment pursuant to the Contract;
 - 1.7 “Project” means the tasks stated in the Proposal and all additional tasks performed by NZHP in connection with Services;
 - 1.8 “Proposal” means the document(s) issued by NZHP to Client, including any assumptions, conditions and/or limitations relating to the Project, in which NZHP describes, and agrees to perform, Services;
 - 1.9 “Services” means any work performed or to be performed by NZHP for Client under the Contract; and
2. **Interpretation.** Clause headings are for convenience only and shall not limit the meaning or construction of the Conditions. If a provision of the Conditions is inconsistent with a provision of the Proposal then the provision of the Conditions shall prevail unless it is explicitly varied. Unless otherwise expressly agreed in writing, the Conditions shall govern the relationship between NZHP and Client to the exclusion of any other terms and conditions put forward by or on behalf of Client.
3. **Proposal.** The Proposal shall be firm for a period of thirty (30) days from the Proposal date, or for such period as is stated in the Proposal, after which NZHP may withdraw or modify the Proposal.
4. **Price.** Professional fees, expenses and subcontracting costs incurred in providing Services shall be charged as indicated in the Proposal. If such professional fees are not stated in the Proposal, then rates shall be NZHP’s standard professional fees at the time the Services are provided. Expenses incurred in providing the Services shall be charged on the basis of actual cost to NZHP and subject to the addition of NZHP’s standard handling and administration charge.
5. **Force Majeure and Emergencies.** Price and time commitments under the Contract are subject to equitable adjustments for delays and changed conditions caused by Client’s or a third party’s failure to provide complete or accurate information, any required approvals, a safe and hospitable working environment, or suitable access to a project site, or for delays and changed conditions caused by a force majeure event. If NZHP determines that, based on circumstances surrounding a Project, the health or safety of its personnel or any subcontractor’s personnel or the environment or property of Client or others, or quality of the data is or may be at risk in performing a Project such circumstances shall also constitute a force majeure, and NZHP shall have the right to take whatever measures it deems necessary to prevent any threatened damage, injury or loss and recover the reasonable and actual costs of such measures from Client. Where it is impracticable in an emergency situation to obtain prior client authorisation, NZHP shall be entitled to act pursuant to this Clause at its discretion.
6. **Invoices and Payment.** Except as otherwise specified in a Proposal, each invoice is payable by Client within fourteen (14) days of the invoice date. All fees quoted are exclusive of goods and services tax, which shall be charged in addition at the prevailing rate. For projects that span multiple months, NZHP reserves the right to invoice for work on a monthly basis regardless of the stage of the project. Invoices may be submitted to Client by NZHP electronically. The Client shall not in any circumstances or for any reason whatsoever be entitled to make any deduction or withhold any sum from the fees payable to NZHP by way of set-off. Unpaid balances shall be subject to interest at the rate of one and one-half percent (1.5%) per month or the maximum amount permissible under applicable law, whichever is less, starting fourteen (14) days from the invoice date. In addition, NZHP may, after giving five (5) days notice, suspend Services without liability until all past due accounts (including fees and accrued interest) have been paid. If NZHP must take legal action to be paid for Services and prevails, all collection and legal costs associated with such action shall be reimbursed by Client.
7. **Standard of Care and Insurance.** In performing Services, NZHP shall exercise that degree of care and skill ordinarily exercised under similar circumstances at the same time by professionals performing substantially similar services at the same or similar locality.
8. **Limitation of Liability.**
 - 8.1 Except as required by any laws applicable to the Contract, in no event shall Client and its Affiliates or NZHP and its Affiliates, be liable to the other and/or anyone claiming by, through or under them, including insurers, for any lost or delayed profits or opportunities or any indirect or economic losses, of any kind or nature whatsoever, however caused.
 - 8.2 Except as required by any laws applicable to the Contract, in no event shall NZHP and its Affiliates be liable (whether under contract or in negligence or under any other law) to Client or its Affiliates and/or anyone claiming by, through or under them, including insurers, for any amount in excess a multiple of two times the Price. Any and all liability of NZHP and its Affiliates in respect of Services (whether under contract or in negligence or under any other law) shall cease upon the expiry of three years from the date of the final invoice for Services.
 - 8.3 NZHP shall have no liability whatsoever for any delay, default or decision by unrelated third parties in connection with any Project.
 - 8.4 The provisions of this Clause 8 shall: (i) apply to the fullest extent allowed by applicable law, and (ii) survive the completion of Services or the expiration, cancellation, or termination of this Contract.
9. **Client Responsibilities.** Client shall be responsible for providing all reasonable assistance required by NZHP in connection with Services, including any assistance specified in the Proposal. In particular, Client will provide NZHP with the following:
 - 9.1 Titles and legal boundary information for all properties affected by the Project.
 - 9.2 Notice of at least 48 hours for pending works requiring Archaeological Services
 - 9.3 Reasonable access to and egress from the site by NZHP and/or its subcontractors and their respective personnel and equipment.
 - 9.4 Secure and unobstructed space and areas at the site for NZHP equipment and vehicles or those of NZHP’s subcontractors.
 - 9.5 All information related to the Project in Client’s possession, custody or control reasonably required by NZHP. NZHP has the right to rely, without independent investigation or inquiry, on the accuracy and completeness of any information provided by, on behalf of or at the request of Client or any government body to NZHP relating to the Services. Client agrees to review all Proposals, specifications, reports and/or other required Project deliverables prepared by NZHP for Client for the accuracy and completeness of factual information provided by or on behalf of Client for inclusion therein and to make available to NZHP any further information within Client’s possession that may affect the accuracy or completeness of NZHP’s report.
10. **Termination.** This Contract may be terminated in whole or in part in writing by either Party upon: (i) a breach by the other Party of a material obligation of such Party under the Contract, (ii) a force majeure event delaying the provision of Services for 60 days or more, or (iii) an insolvency event affecting the other Party. Provided that, no such termination shall be effective unless the breaching Party is given: (i) not less than ten (10) calendar days’ written notice of intent to terminate; (ii) an opportunity for consultation with the terminating Party prior to the effective date of such termination; and (iii) a reasonable opportunity to cure any breach to the extent that such breach can be cured. Client may terminate the Contract for Client’s convenience upon two weeks prior written notice to NZHP, in which event Client shall pay, in accordance with the terms of Clause 6, all outstanding payments for services accrued up to the date of termination and reasonable costs incurred by NZHP as a result of such termination, including demobilisation costs. NZHP shall calculate a final invoice following the effective date of termination.
11. **Use of Name.** Client agrees that NZHP has authority to use Client’s name as a client and to use a general description of the Project in any published materials or written or oral presentations, provided NZHP does not disclose any information which is confidential.
12. **Third Party Reliance.** This Contract does not, and is not intended to, grant to any person or entity, other than the Parties, any benefit, right or remedy hereunder, including the right to rely on Services or any work product generated by or for NZHP. Any work product generated by or for NZHP pursuant to the Contract is provided solely for the purposes stated in the Proposal, and Client’s use of any such work product for any other purpose shall be at Client’s risk and without liability to NZHP. If, notwithstanding this Clause 12, a Court determines that a third party does have the right to rely on Services, such reliance shall be subject to the terms and limitations of this Contract.

13. **Confidentiality.** All documents, information and advice provided to NZHP or its Affiliates in the course of the Services and all confidential information concerning Client or any of Client's activities or any project site shall be treated by NZHP as confidential and shall not be disclosed to any third party (other than NZHP's professional advisers) unless: (i) the Client gives its prior written consent, (ii) NZHP is required by law or by any governmental authority to make the disclosure, or (iii) the document or information or advice enters the public domain other than through fault of NZHP or was in NZHP's possession prior to the disclosure by the Client.
14. **Copyright.** Client acknowledges and agrees that NZHP shall retain ownership rights in work product conceived, developed or made by NZHP or its Affiliates in the performance of Services. NZHP agrees to grant to Client a non-exclusive, irrevocable, royalty-free license to use such work product for the purposes specified in or implied by the Proposal. Client acknowledges and agrees that NZHP shall maintain all ownership rights in technical information, inventions, discoveries, improvements, and copyrightable material, made or conceived by NZHP prior to its commencing performance of Services or developed by NZHP outside the scope of Services.
15. **Governing Law.** The laws of New Zealand shall govern the Contract and the Courts of New Zealand shall have exclusive jurisdiction and venue over all disputes.
16. **Miscellaneous.** Continued instructions and ongoing engagement and correspondence from the Client will constitute the Client's acceptance of these terms in the absence of formal acceptance. No provision of the Contract may be waived, deleted or modified in any manner, except pursuant to a written agreement between the Parties. The provisions of Clauses 6, 7, 8, 9.3, 11, 12, 13, 14 and 15 and any and all provisions of the Contract which by their nature generally would be construed as surviving a termination of the Contract, shall survive the completion of Services or the expiration, cancellation or termination of any agreement between NZHP and Client. A Party giving or making any notice, request, demand or other communication (each, a "Notice") pursuant to this Contract shall give Notice in writing by one of the following methods of delivery, each of which for purposes of this Contract is a writing: personal delivery; registered mail, return receipt requested and postage prepaid; internationally recognized overnight courier, all fees prepaid; facsimile; or email. Notice shall be provided to the persons identified in the Proposal. Each of the provisions of the Conditions is distinct and severable from the others. All material, documents, data and resources, remain the property of NZHP until all payments have been received. Advanced copies of reports shall only be provided upon the completion of a full draft. NZHP reserves the right to withhold the submission of any report to Heritage New Zealand if invoices remain unpaid for 30 days or more.

Appendix 3 Title information

Warrant Certificate No. 2/10
 Reference: P.R. Vol. folio
 Transfer No.

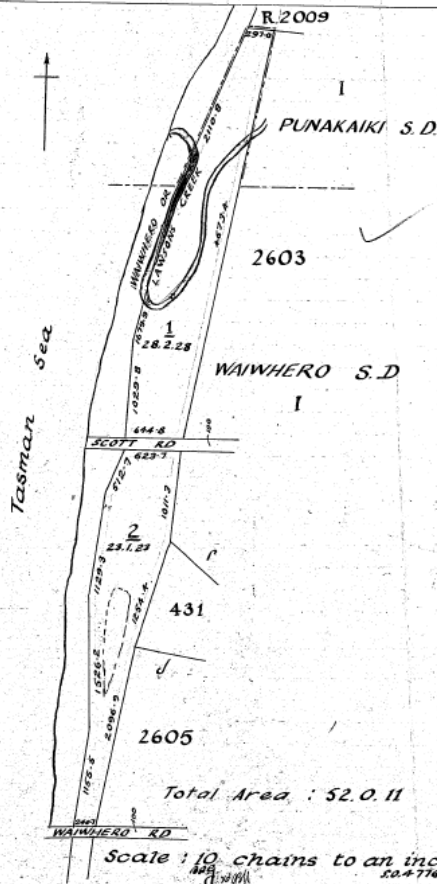


Land and Deeds-3 Form No. 1.
 Register-book Vol. 60, folio 226

CERTIFICATE OF TITLE UNDER LAND TRANSFER ACT

This Certificate, dated the Nineteenth day of February, one thousand nine hundred and Sixty under the hand and seal of the District Land Registrar of the Land Registration District of WESTLAND being a Certificate in lieu of Grant, ~~under Warrant of His Excellency the Governor-General~~ under Warrant of His Excellency the Governor-General in exercise of the Powers enabling him in that behalf WITNESSETH THAT: HENRY JAMES HILL and JOHN GILMOUR HILL both of Barrytown Farmers

are seized of an estate in fee-simple (subject to such reservations, restrictions, encumbrances, liens, and interests as are notified by memorial under written or endorsed hereon; subject also to any existing right of the Crown to take and lay off roads under any Act of the General Assembly of New Zealand) in the land hereinafter described, as the same is delineated by the plan hereon bordered green, be the several admeasurements a little more or less, which said land ~~was originally acquired by~~ is in the warrant expressed to have been originally acquired by the said Henry James Hill and John Gilmour Hill, as from the Fourth day of June, one thousand nine hundred and fifty-eight under Section 61 of the Land Act 1948 that is to say: All that parcel of land containing 52 acres 11 perches more or less being Sections 1 and 2 Block I Waiwhero Survey District



The above described land is subject to the reservations and conditions imposed by Section 59 of the Land Act 1948.

and converted to Loose Leaf System: See Register 18/608
 281 & 11963

DUPLICATE DESTROYED

Reference: Prior G/T. Vol. 60 Folio 226

Transfer No.
N/C. Order No.
Title Conversion



Land and Deeds by

REGISTER

No. 1B/608

CERTIFICATE OF TITLE UNDER LAND TRANSFER ACT

This Certificate dated the 17th day of May one thousand nine hundred and Sixty-three under the seal of the District Land Registrar of the Land Registration District of WESTLAND

~~Witnesseth~~ under Warrant of His Excellency the Governor-General in exercise of the Powers enabling him in that behalf WITNESSETH THAT: HENRY JAMES HILL and JOHN OILMOUR HILL both of Barrytown Farmers are-----

seised of an estate in fee-simple (subject to such reservations, restrictions, encumbrances, liens, and interests as are notified by memorial underwritten or endorsed hereon) in the land hereinafter described, delineated with bold black lines on the plan hereon, be the several admeasurements a little more or less, that is to say: All that parcel of land containing 52 acres

11 perches more or less being Sections 1 and 2 Block 1 Waiwhero Survey District---



[Signature]
Assistant Land Registrar

The above described land is subject to the reservations and conditions imposed by Section 59 of the Land Act 1948.

[Signature]
A.L.R.

30673 Transfer to Lester Graham Truman of Barrytown Farmer produced 15-10-1964 at 10.55 o/c.

[Signature]
A.L.R.

41345 Transfer to Carpenteria Exploration Company Pty Limited at Brisbane, Australia - 7-2-1972 at 11.30 o/c.

[Signature]
A.L.R.

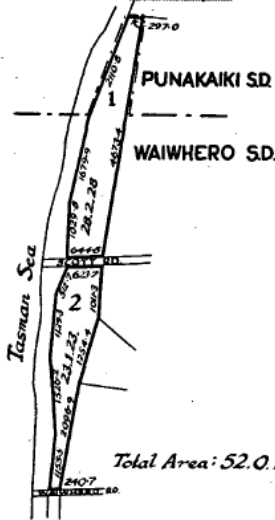
54443.1 Transfer to Malcolm Francis Dunphy of Wellington, Solicitor and Richard Harding Coatesoff Christchurch, Medical Practitioner as Trustees - 26.9.1978 at 2.15 o/c.

[Signature]
A.L.R.

54443.2 Mortgage to Carpenteria Exploration Company Pty Limited - 25.9.1978 at 2.15 o/c.

[Signature]
A.L.R.

METRIC AREA IS 21.0715ha.



Total Area: 52.011

Scale: 1 inch = 20 chains
900 yds 30 x 770'

No. 1B/608

Register copy for L. & D. 63, 71, 72



Appendix 4 RMA and WCRC policy statement

6Matters of national importance (RMA)

In achieving the purpose of this Act, all persons exercising functions and powers under it, in relation to managing the use, development, and **protection of** natural and physical resources, **shall recognise and provide** for the following matters of national importance:

- (a) the preservation of the natural character of the coastal environment (including the coastal marine area), wetlands, and lakes and rivers and their margins, and the protection of them from inappropriate subdivision, use, and development:
- (b) the protection of outstanding natural features and landscapes from inappropriate subdivision, use, and development:
- (c) the protection of areas of significant indigenous vegetation and significant habitats of indigenous fauna:
- (d) the maintenance and enhancement of public access to and along the coastal marine area, lakes, and rivers:
- (e) the relationship of Maori and their culture and traditions with their ancestral lands, water, sites, waahi tapu, and other taonga:
- (f) the protection of historic heritage from inappropriate subdivision, use, and development:
- (g) the protection of protected customary rights:
- (h) the management of significant risks from natural hazards.

POLICIES (WCRC)

1. Acting cooperatively and in good faith, the Regional and District Councils will continue to provide opportunities for active involvement of tangata whenua in resource management processes under the RMA.
2. In consultation with Poutini Ngāi Tahu, **provide for the protection of ancestral land**, wāhi tapu, water, sites, and other taonga from the adverse effects of activities, in a manner which is consistent with the purpose of the RMA.
3. The special relationship that Poutini Ngāi Tahu have with te taiao (the environment), and their economic, cultural, and spiritual values, including their role as kaitiaki, will be given particular consideration in resource management decisions and practices.
4. The aspirations of Poutini Ngāi Tahu concerning the development of papakāinga housing on Poutini Ngāi Tahu land will be recognised and supported.

Appendix 5

Hi George

If your land devalued majorly your annual interest cost could increase between \$14,070 and \$35,175.

Kind Regards,

Ana Paterson

Agribusiness Manager

West Coast/Golden Bay - Institutional & Business Banking

Level 1, 168 Trafalgar Street, Nelson 7010, New Zealand.

P +64 3 543 9276 | M +64 21 713 681 | E ana.paterson@westpac.co.nz

For day-to-day requests or enquiries about your existing banking services please send an email to client_services@westpac.co.nz or call 0800 500 610



Appendix 6 Photographs

Photo 1 Looking to the east. Most of the middens are along the Western front edge of that bush.



Photo 2 Looking to the West (We are proud of the abundant of naturally growing Kowhai)



Photo 3 Looking South west (A photo of the combination of swamp between old dunes and natural bush that sits on the high ground of the dunes).



Photo 4 Native vegetation overhanging a fence

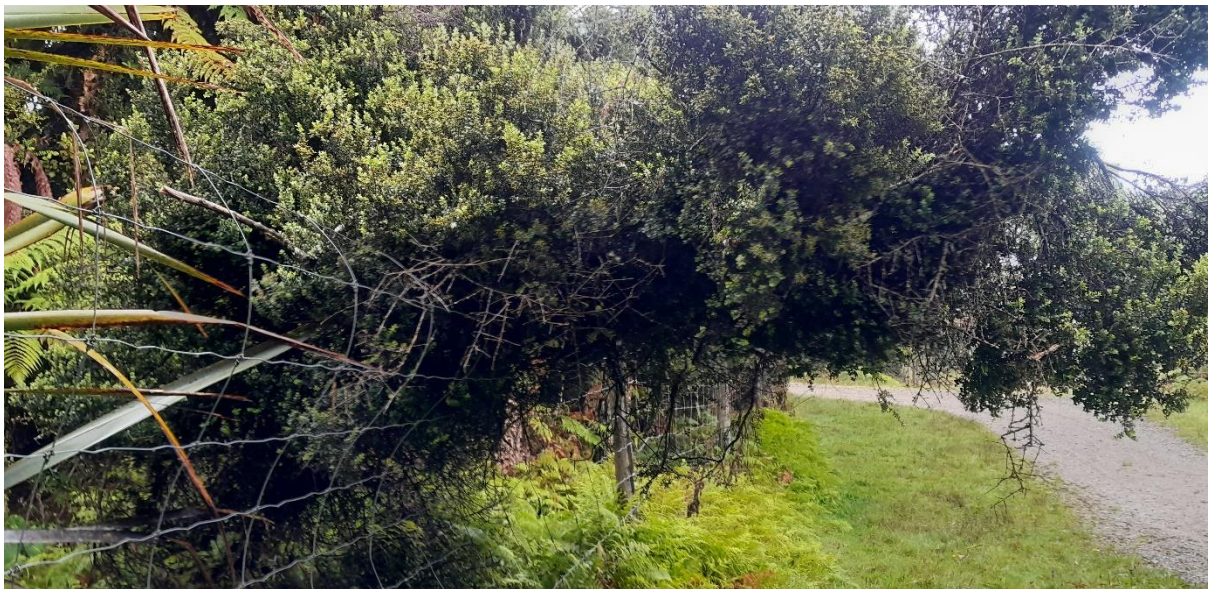


Photo 5 Native vegetation overhanging a fence



Appendix 7

116-120 Tainui Street
PO Box 295
Greymouth
03 768 1222

George Coates
3867 State Highway 6
Barrytown

24/04/2024

Dear George

With regards to our recent conversation regarding land values in the Barrytown region.

Current market land values are as follows:

Good quality pasture is normally in the range of \$20,000 to \$25,000 per hectare.

Less in quality pasture with a mixture of grass and various weeds around \$12,000 per hectare.

Undeveloped pasture that requires development would be in the region of \$6,000 to \$8,000 per hectare.

Bush strips and bush margins is generally around \$5,000 per hectare.

Lifestyle blocks that are all native bush generally in today's market is around \$30,000 per hectare for blocks form 4 hectares to 20 hectares, very large blocks of land in excess of 150 hectares are generally worth up to \$5,000 per hectare.

Although without viewing your bush block of around 15-20 hectares, I would estimate in this market would fetch somewhere in between \$400,000 to \$500,000. The more options available for any said property such as subdivision and views may increase values.

I would recommend a registered valuation.

Kind regards



Sharyn Overton

Residential Lifestyle & Rural Sales Consultant
M 027 272 7032

Disclaimer:

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