

NGAI TĀMANUHIRI
and
TRUSTEES OF THE TĀMANUHIRI TUTU POROPORO TRUST
and
THE CROWN

DEED OF SETTLEMENT:
ATTACHMENTS

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ATTACHMENTS

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1 AREA OF INTEREST

1 AREA OF INTEREST

ATTACHMENTS

1 AREA OF INTEREST



OTS - 005 - 004

Hawke's Bay & Gisborne Land Districts
Territorial Authority:
Gisborne & Waikare Districts
Compiled as a graphic representation. Boundaries are indicative only.

Ngāi Tamanuhiri Area of Interest

Areas referred to in the deed of settlement between Ngāi Tamanuhiri and the Crown

Approved as to boundaries:
for Ngāi Tamanuhiri
for and on behalf of the Crown

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2 DEED PLANS

Te Kuri a Paoa/Young Nicks Head

Mangapoike

Te Wherowhero

Coastal Marine Area

Waipaoa River (including Karaua Stream)

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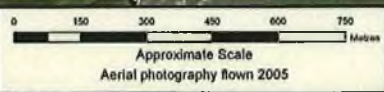
Vest as a National Historic Reserve



Lot 1
DP 319260
75811

Poverty Bay

Lot 2
DP 319260



38,7300 hectares, more or less, being
Lot 1 DP 319260. All Computer
Freehold Register 75811.

OTS - 005 - 001

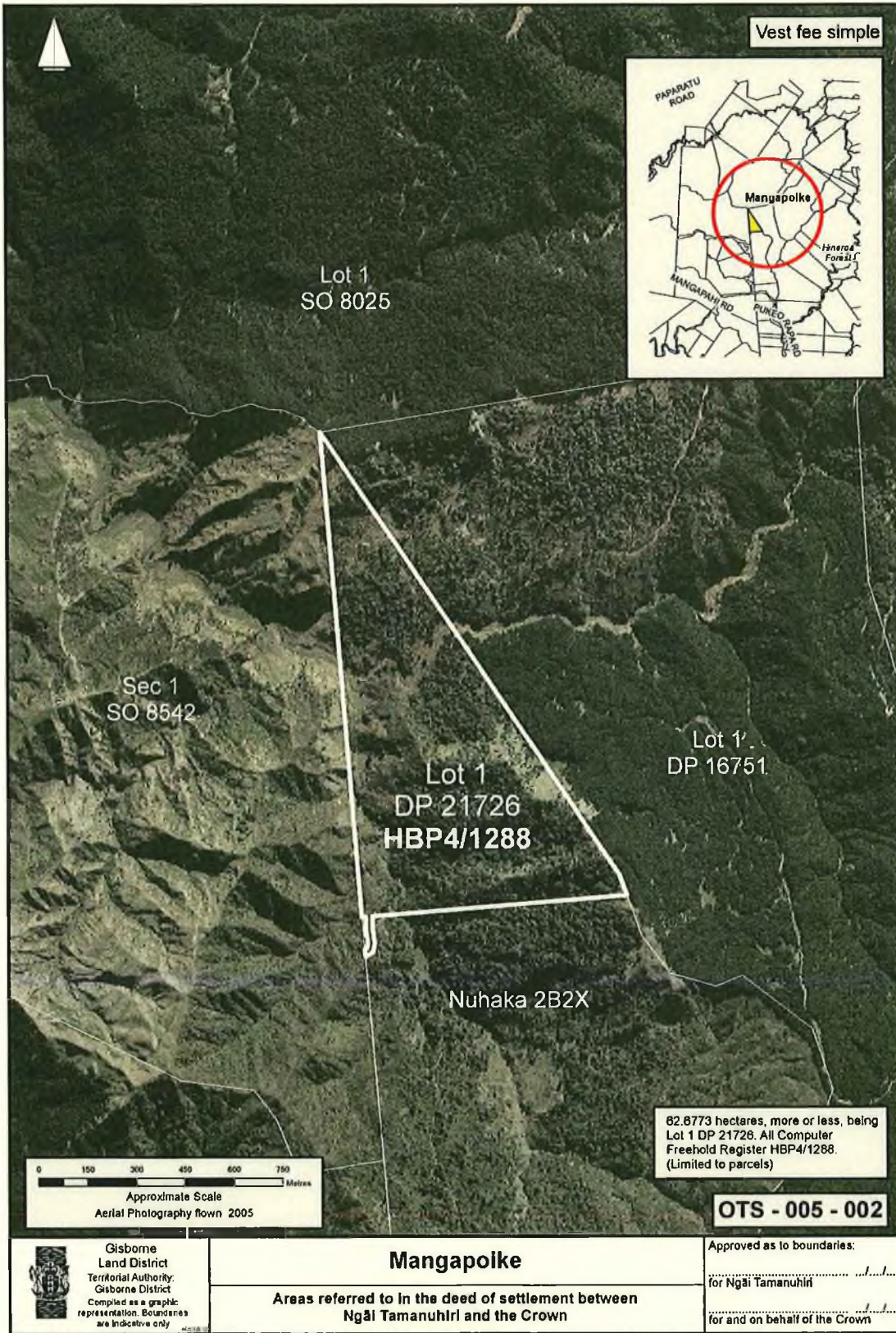
Gisborne
Land District
Territorial Authority:
Gisborne District
Compiled as a graphic
representation. Boundaries
are indicative only

Te Kuri a Paoa/Young Nick's Head

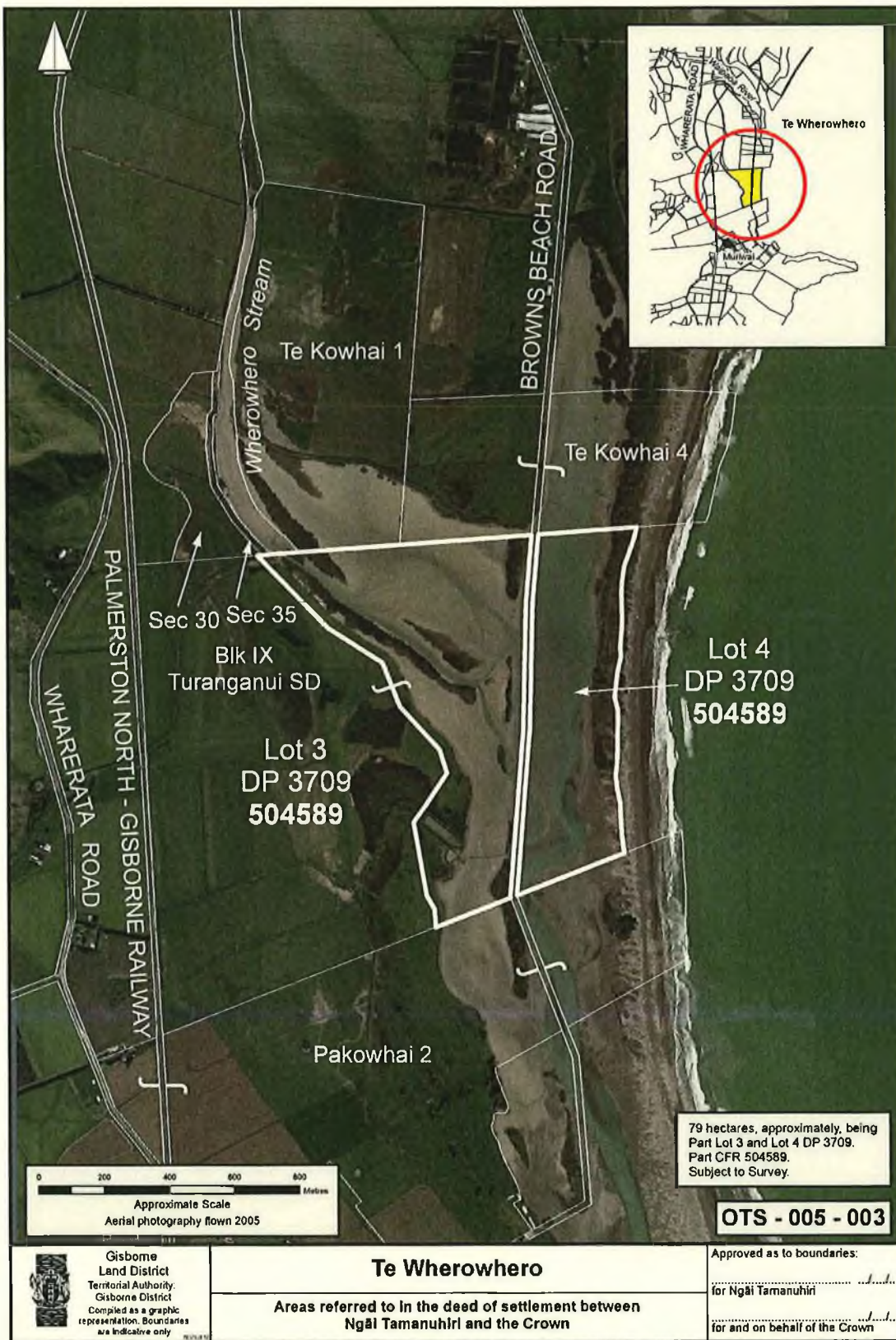
Areas referred to in the deed of settlement between
Ngāi Tamanuhiri and the Crown

Approved as to boundaries:
for Ngāi Tamanuhiri
for and on behalf of the Crown

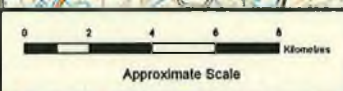
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OTS - 005 - 005

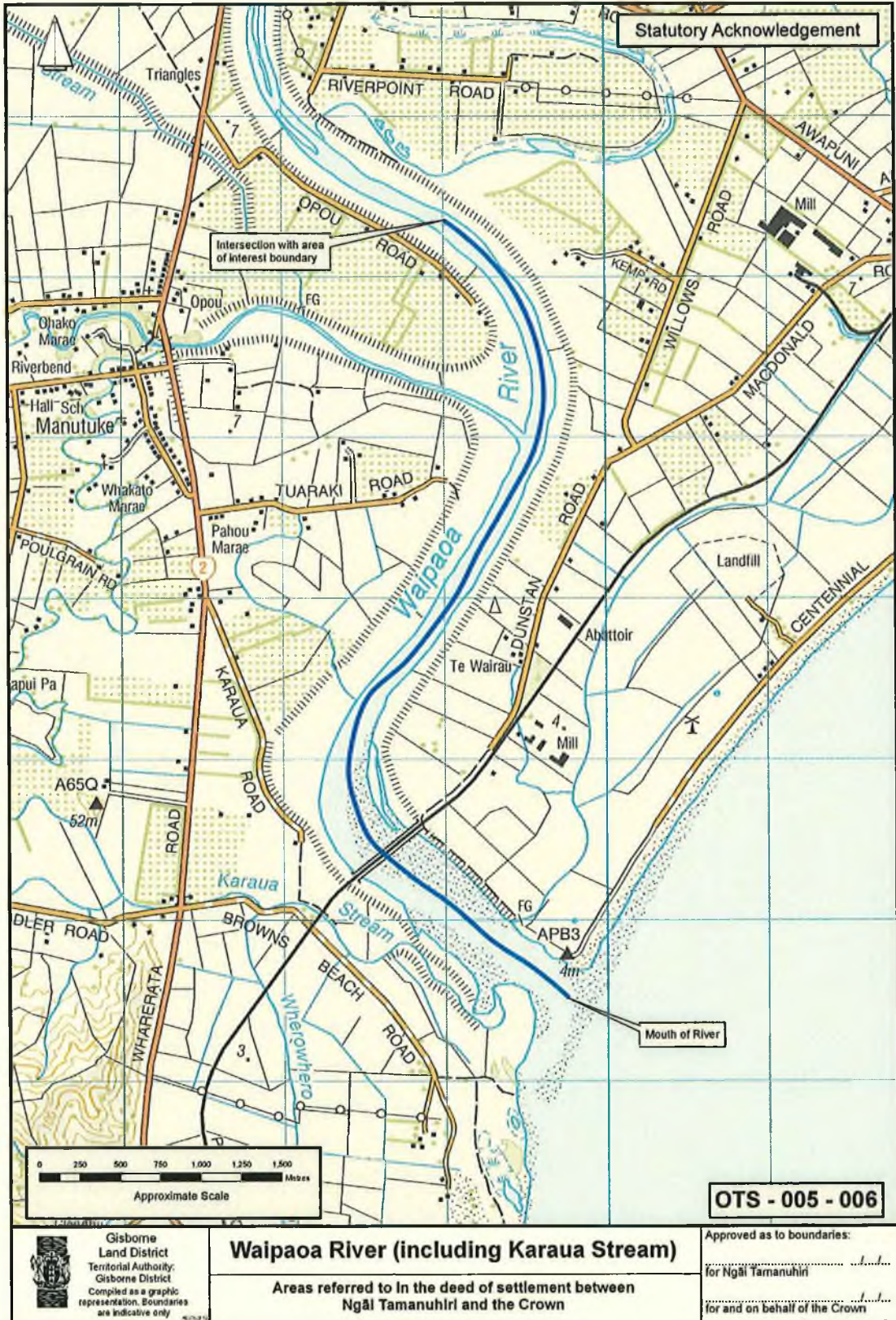
Hawke's Bay & Gisborne Land Districts
Territorial Authority,
Gisborne & Wairoa Districts
Compiled as a graphic
representation. Boundaries
are indicative only

Coastal Marine Area
Areas referred to in the deed of settlement between
Ngāi Tamanuhiri and the Crown

Approved as to boundaries:
for Ngāi Tamanuhiri
for and on behalf of the Crown

Handwritten initials and page number: 7

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3 RFR LAND

3 RFR LAND

Pakowhai Scenic Reserve

Agency	Property Name	Legal Description
Department of Conservation	Pakowhai Scenic Reserve	4.3950 hectares, more or less, being Lot 1 DP 6415. All Computer Freehold Register GS4D/172.

Muriwai School RFR site

Agency	Property Name	Legal Description
Ministry of Education	Muriwai School RFR site	1.6997 hectares, more or less, being Lot 1 DP 3561. All Computer Freehold Register GS2A/870.

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4 MURIWAI SCHOOL HOUSE SITE DIAGRAM

4 MURIWAI SCHOOL HOUSE SITE DIAGRAM

ATTACHMENTS

4 MURIWAI SCHOOL HOUSE SITE DIAGRAM



Extent of Computer Freehold Register GS2A/870

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5 DRAFT SETTLEMENT BILL

5 DRAFT SETTLEMENT BILL

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PCO 14666/3.0
Drafted by Parliamentary Counsel

IN CONFIDENCE

Ngai Tāmanuhiri Claims Settlement Bill

Government Bill

Note

DRAFT Settlement Bill for attachment to deed of settlement for the purpose of the signing of the deed.

This Bill is subject to further consultation and the necessary amendments before the Bill is ready for introduction.

In particular, the provisions relating to the following materials are yet to be finalised:

- subpart 3 of Part 2: Local Leadership Body
- Part 3: clause 105
- Part 4: clauses 106 and 107.

General policy statement

Overview

This Bill gives effect to the deed of settlement entered into by the Crown and Ngai Tāmanuhiri on 5 March 2011 for the final settlement of the historical claims of Ngai Tāmanuhiri. Legislation is necessary to give effect to certain aspects of the settlement. Other aspects of the settlement are provided for only in the deed of settlement.

The takiwa that this Bill applies to covers an area from Gisborne south to Paritū on the coast north of Mahia. From Paritū the takiwa extends inland towards Lake Waikaremoana.

Part 1 of this Bill—

- sets out the purpose of the Act; and
- records the Crown acknowledgements and apology offered by the Crown to Ngai Tāmanuhiri; and
- defines various terms, including Ngai Tāmanuhiri and historical claims; and
- provides that the settlement of the Ngai Tāmanuhiri historical claims is final; and
- removes the jurisdiction of judicial bodies in respect of the historical claims of Ngai Tāmanuhiri or the redress provided under the deed of settlement or the Act, and
- deals with related issues including consequential amendments to the Treaty of Waitangi Act 1975, and the removal of certain resumptive memorials.

Part 2 of this Bill sets out the cultural redress provided to Ngai Tāmanuhiri, including—

- the provision of protocols and statutory acknowledgements;
- the establishment of a Local Leadership Body and its purpose, functions and procedures; and
- the vesting of Mangapoike and Te Kuri a Paoa/Young Nick's Head; and
- provisions enabling the transfer of Te Wherowhero.

Part 3 of this Bill sets out the commercial redress provided to Ngai Tāmanuhiri in relation to—

- commercial redress and deferred selection properties; and
- the transfer of Wharerata Forest licensed land to Wharerata Forest Limited; and

- a right of first refusal over certain properties.

This part also provides the Waitangi Tribunal with jurisdiction to make findings and recommendations in relation to other claimants with established historical Treaty claims in respect of Wharerata Forest licensed land and modifies that jurisdiction to determining matters relating to the Crown interest in Wharerata Forest Limited.

Part 4 of this Bill provides for the removal of any charitable trusts attaching to the assets of the Ngai Tāmanuhiri Whanui Trust to enable reorganisation of the governance of Ngai Tāmanuhiri and transitional taxation arrangements that ensure the changes in governance are tax neutral.

Clause by clause analysis

TO COME.

Hon Christopher Finlayson

Ngai Tāmanuhiri Claims Settlement Bill

Government Bill

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The Parliament of New Zealand enacts as follows:

- 1 Title**
This Act is the Ngai Tāmanuhiri Claims Settlement Act **2011**.
- 2 Commencement**
This Act comes into force on the day after the date on which it receives the Royal assent.

- Part 1**
- Purpose of Act, acknowledgements and apology of the Crown, interpretation provisions, settlement of historical claims, and miscellaneous matters**
- Subpart 1—Purpose, acknowledgements, and apology**
- 3 Purpose**
The purpose of this Act is—

- (a) to give effect to certain provisions in the deed of settlement, which is a deed to settle the historical claims of Ngai Tāmanuhiri, dated ... and signed by—
 - (i) the Honourable Christopher Finlayson, the Minister for Treaty of Waitangi Negotiations, on behalf of the Crown; and
 - (ii) [names of signatories] on behalf of Ngai Tāmanuhiri; and
- (b) to record in English the acknowledgements and apology offered to Ngai Tāmanuhiri by the Crown in the deed of settlement.

4 Act binds the Crown
This Act binds the Crown.

5 Outline

- (1) This section is a guide to the overall scheme and effect of this Act, but does not affect the interpretation or application of this Act or of the deed of settlement.
- (2) This Part—
 - (a) sets out the purpose of this Act, records the acknowledgements and apology given by the Crown to Ngai Tāmanuhiri, and specifies that this Act binds the Crown; and
 - (b) defines terms used in this Act; and
 - (c) provides that the settlement of the historical claims is final; and
 - (d) provides for—
 - (i) the effect of the settlement on the jurisdiction of a court, tribunal, or other judicial body to consider the historical claims; and
 - (ii) consequential amendments to the Treaty of Waitangi Act 1975; and
 - (iii) the effect of the settlement on certain memorials; and
 - (iv) the exclusion of the law against perpetuities, the timing of actions or matters provided for in this Act; and access to the deed of settlement.
- (3) **Part 2** provides for cultural redress, including,—

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- (a) in **subparts 1 to 3**, cultural redress for which vesting of land is not required, including the establishment of the Local Leadership Body; and
 - (b) in **subparts 3 and 4**, the properties that are vested as cultural redress properties and provisions to facilitate the vesting of those properties; and
 - (c) in **subpart 5**, a provision relating to the transfer of Te Wherowhero.
- (4) **Part 3** provides for commercial redress, including provisions,—
- (a) in **subpart 1**, to enable the transfer of commercial redress and deferred selection properties; and
 - (b) in **subpart 2**, relating to the transfer of the licensed land, Wharerata Forest; and
 - (c) in **subpart 3**, required to permit access to protected land; and
 - (d) in **subpart 4**, providing for the RFR redress.
- (5) **Part 4** sets out the necessary transitional provisions, including the removal of charitable status of the fisheries and other assets of the Ngai Tāmanuhiri Whānui Trust.
- (6) There are 3 schedules as follows:
- (a) **Schedule 1** describes the 2 statutory areas to which the statutory acknowledgement relates;
 - (b) **Schedule 2** describes the 3 cultural redress properties;
 - (c) **Schedule 3** sets out requirements for giving notice in relation to RFR land.

Acknowledgements and apology

5A Acknowledgements and apology

Sections 5B and 5C record the acknowledgements and apology offered to Ngai Tāmanuhiri by the Crown in the deed of settlement.

5B The Crown's acknowledgements

- (1) The Crown acknowledges—
- (a) it has failed to address until now the longstanding and legitimately held grievances of Ngai Tāmanuhiri in an appropriate manner; and

- (b) its recognition of, and provision of redress for, those grievances is long overdue; and
 - (c) that the sense of grief and loss suffered by, and the impact on, Ngai Tāmanuhiri remains today.
- (2) The Crown acknowledges that—
- (a) prior to 1865 Ngai Tāmanuhiri had full control of their lands and resources and were participating successfully in the New Zealand economy;
 - (b) when war broke out in the 1860s in other regions of New Zealand, Ngai Tāmanuhiri remained neutral;
 - (c) Ngai Tāmanuhiri were not involved in the fighting that took place on the East Coast in 1865;
 - (d) the Crown used military force in Turanga in November 1865 when there was no need for it to do so;
 - (e) it did not pursue all reasonable possibilities for preserving peace in Tūranga after it issued the ultimatum to the occupants of Waerenga a Hika in November 1865;
 - (f) the occupants of Waerenga a Hika were entitled to defend themselves; and
 - (g) the Crown's attack on Waerenga a Hika whose occupants included many women and children, was unwarranted, unjust, and breached the Treaty of Waitangi and its principles.
- (3) The Crown acknowledges that its military forces partook in indiscriminate looting of the Tūranga region in the aftermath of the Waerenga a Hika attack, which contributed to acute food shortages which caused some loss of life among Tūranga Māori.
- (4) The Crown acknowledges that its detention of some Ngai Tāmanuhiri in harsh conditions on the Chatham Islands for more than two years without laying formal charges or bringing them to trial—
- (a) meant that they were detained for an unreasonably lengthy period which assumed the character of indefinite detention without trial;
 - (b) inflicted unwarranted hardships on them and their whānau and hapū;
 - (c) was prevented from being challenged in the Courts by several indemnity acts;

- (d) was wrongful, a breach of natural justice, and deprived those Ngai Tāmanuhiri of basic human rights; and
 - (e) was an injustice and a breach of the Treaty of Waitangi and its principles.
- (5) The Crown further acknowledges that these prisoners were justified in finally escaping from the Chatham Islands in July 1868.
- (6) The Crown acknowledges that when the whakarau returned to the mainland, they had reason not to trust the Crown when it asked them to lay down their arms.
- (7) The Crown acknowledges that the summary executions at Ngatapa by Crown forces in January 1869 breached the Treaty of Waitangi and its principles, and tarnished the honour of the Crown.
- (8) The Crown acknowledges that—
- (a) some Ngai Tāmanuhiri did not give any consent to the 1868 deed of cession;
 - (b) those Ngai Tāmanuhiri who agreed to the cession did so under duress; and
 - (c) the pressure applied by the Crown to secure this cession, and the resulting extinguishment of Ngai Tāmanuhiri's customary interests in all their lands breached the Treaty of Waitangi and its principles.
- (9) The Crown acknowledges that—
- (a) it did not consult with Ngai Tāmanuhiri about the individualisation of titles by the Poverty Bay Commission, or the introduction of the native land legislation;
 - (b) the Poverty Bay Commission awarded joint tenancies which promoted alienation as these titles could not be bequeathed;
 - (c) the awarding of titles to individuals by the Poverty Bay Commission and the Native Land Court made Ngai Tāmanuhiri lands more susceptible to partition, fragmentation and alienation; and
 - (d) this had a prejudicial effect on Ngai Tāmanuhiri as it contributed to the erosion of traditional tribal structures which were based on collective tribal and hapū custodianship of land. The Crown failed to take adequate steps

to protect those structures and this was a breach of the Treaty of Waitangi and its principles.

- (10) The Crown acknowledges that it failed to enact legislation before 1894 that facilitated the administration of Ngai Tāmanuhiri land subject to the Native land laws on a community basis and this was a breach of the Treaty of Waitangi and its principles.
- (11) The Crown acknowledges that it did not investigate an allegation that the Validation Court had a validated transaction for 11,000 acres in Maraetaha 2 which did not take place.
- (12) The Crown acknowledges that—
 - (a) a significant proportion of Ngai Tāmanuhiri land became vested in the East Coast Trust; and
 - (b) its failure to provide for Ngai Tāmanuhiri beneficial owners to be involved in the development of policy for the administration of their land once it became clear that this Trust would have a long term existence was a breach of the Treaty of Waitangi and its principles.
- (13) The Crown acknowledges that—
 - (a) it compulsorily acquired land from Ngai Tāmanuhiri under public works legislation in a number of blocks;
 - (b) it took land for roads without paying compensation;
 - (c) there was generally inadequate consultation with Ngai Tāmanuhiri about public works takings before the middle of the twentieth century; and
 - (d) as late as 1983 the Crown acquired 99 acres at Maraetaha for waterworks, under public works legislation further reducing Ngai Tāmanuhiri landholdings.
- (14) The Crown acknowledges the distress caused by the Manutuke consolidation scheme in the years following 1958 as it required many Ngai Tāmanuhiri to exchange land to which they had significant ancestral connections for land to which they had no connections.
- (15) The Crown acknowledges—
 - (a) the severe impact on Ngai Tāmanuhiri of the loss of many traditional sources of kai moana because of the pollution of their coastline by Gisborne's sewage system and industrial waste;

- (b) Ngai Tāmanuhiri have lost control over many of their significant sites, including wahi tapu, and that this has had an ongoing impact on their physical and spiritual relationship with their land.
- (16) The Crown acknowledges that the cumulative effect of the Crown's actions and omissions, including the operation and impact of the Poverty Bay Commission and native land laws, left Ngai Tāmanuhiri virtually landless and hindered their economic, social and cultural development. The Crown's failure to ensure that Ngai Tāmanuhiri retained sufficient lands for its present and future needs was a breach of the Treaty of Waitangi and its principles.
- (17) The Crown acknowledges that Ngai Tāmanuhiri have lived with poorer housing, lower educational achievements, and worse health than many other New Zealanders for too long.
- (18) The Crown acknowledges—
- (a) Ngai Tāmanuhiri have made a significant contribution to the wealth and development of the nation;
 - (b) Ngai Tāmanuhiri have honoured their obligations and responsibilities under the Treaty of Waitangi, especially, but not exclusively, in its contribution to New Zealand's war efforts overseas. The Crown pays tribute to the contribution made by Ngai Tāmanuhiri to the defence of the nation.

5C The Crown's apology to Ngai Tāmanuhiri

- (1) The Crown acknowledges its relationship with Ngai Tāmanuhiri have involved some of the darkest episodes in our country's history.
- (2) The Crown recognises that Ngai Tāmanuhiri has long sought to right the injustices they have suffered at the hands of the Crown, and is deeply sorry that it has failed until now to address the injustices in an appropriate manner.
- (3) The Crown deeply regrets, and apologises for, its use of military force in Turanga, and the devastating consequences that flowed from this for Ngai Tāmanuhiri. The Crown is profoundly remorseful at the exile of some Ngai Tāmanuhiri to the Chatham Islands, and the summary executions of unarmed

- prisoners at Ngatapa during the war it fought against those who escaped their wrongful and unjust detention on the Chathams.
- (4) The Crown sincerely apologises for its many failures to respect Ngai Tāmanuhiri rangatiratanga and to protect Ngai Tāmanuhiri from being left virtually landless and economically marginalised.
 - (5) The Crown unreservedly apologises to Ngai Tāmanuhiri and your ancestors and descendants, for the many failures to honour its obligations under the Treaty of Waitangi.
 - (6) The Crown seeks to restore its honour and reputation as a Treaty partner and atone for its past failures to uphold the Treaty of Waitangi with this apology and settlement. The Crown hopes to build a new relationship with Ngai Tāmanuhiri based on respect for the Treaty of Waitangi and its principles.

Subpart 2—Interpretation

6 Interpretation of Act generally

It is the intention of Parliament that the provisions of this Act are interpreted in a manner that best furthers the agreements expressed in the deed of settlement.

7 Interpretation

In this Act, unless the context requires another meaning,—


actual deferred settlement date, in relation to a deferred selection property, means the date on which settlement of the property takes place under Part 5 of the property redress schedule

affected person has the meaning given in section 2AA(2) of the Resource Management Act 1991

aquatic life has the meaning given in section 2(1) of the Conservation Act 1987

area of interest means the area that Ngai Tāmanuhiri identified as its area of interest, as set out in Part 1 of the attachments

attachments means the attachments to the deed of settlement

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authorised person has the meanings given in—

- (a) **section 45(7)** in respect of a cultural redress property; and
- (b) **section 56(4)** in respect of a deferred selection property; and
- (c) **section 63(4)** in respect of Wharerata Forest; and
- (d) **section 76(5)** in respect of access to protected sites

business day means a day other than—

- (a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's birthday, and Labour Day; and
- (b) a day in the period commencing on 25 December in any year and ending on the close of 15 January in the following year; and
- (c) the days observed as the anniversaries of the provinces of Auckland and Wellington

coastal marine area has the meaning given in section 2(1) of the Resource Management Act 1991

commercial redress property means—

- (a) the licensed land; and
- (b) the Waingake Road property

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

consent authority has the meaning given in section 2(1) of the Resource Management Act 1991

conservation document means a conservation management plan, conservation management strategy, freshwater fisheries management plan, or national park management plan

conservation management plan has the meaning given in section 2(1) of the Conservation Act 1987

conservation management strategy has the meaning given in section 2(1) of the Conservation Act 1987

conservation protocol means a protocol issued by the Minister of Conservation under **section 18(1)(a)**, and includes any amendments made under **section 18(1)(b)**

conservation protocol area means the area shown in the map attached to the conservation protocol

control, for the purposes of **paragraph (d)** of the definition of Crown body, means—

- (a) in relation to a company, control of the composition of its board of directors; and
- (b) in relation to another body, control of the composition of the group that would be its board of directors if the body were a company

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

Crown body means—

- (a) a Crown entity (as defined in 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
- (d) a company or body that is wholly owned or controlled by any 1 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 **paragraph (d)**

Crown forestry rental trust means the forestry rental trust referred to in section 34 of the Crown Forest Assets Act 1989

Crown forestry rental trust deed means the trust deed made on 30 April 1990 establishing the Crown forestry rental trust under section 34 of the Crown Forest Assets Act 1989

Crown minerals protocol means a protocol issued by the Minister of Energy and Resources under **section 18(1)(a)**, and includes amendments made under **section 18(1)(b)**

Crown minerals protocol area means the area shown on the map attached to the Crown minerals protocol, together with the adjacent waters

Crown-owned mineral means a mineral (as defined by section 2(1) of the Crown Minerals Act 1991)—

- (a) that is the property of the Crown under section 10 or 11 of that Act; or

- (b) over which the Crown has jurisdiction under the Continental Shelf Act 1964

cultural redress property has the meaning given in **section 41**

date of the deed of settlement means [TBA]

deed of settlement—

- (a) means the deed of settlement referred to in **section 3**; and
- (b) includes—
- (i) the schedules and attachments to the deed; and
 - (ii) any amendments to the deed or to its schedules or attachments

deferred selection property means a property described in Part 4 of the property redress schedule

Director-General means the Director-General of Conservation

documents schedule means the schedule of that name attached to the deed of settlement

effective date means the date that is 6 months after the settlement date

encumbrance means a lease, tenancy, licence, licence to occupy, easement, covenant, or other right or obligation affecting a property

fisheries protocol means a protocol issued by the Minister of Fisheries and Aquaculture under **section 18(1)(a)**, and includes any amendments made under **section 18(1)(b)**

fisheries protocol area means the area shown on the map attached to the fisheries protocol, together with the adjacent waters

freshwater fisheries management plan has the meaning given in section 2(1) of the Conservation Act 1987

general matters schedule means the general matters schedule of the deed of settlement

Historic Places Trust means the New Zealand Historic Places Trust (Pouhere Taonga) continued by section 38 of the Historic Places Act 1993

historical claims has the meaning given in **section 9**

land holding agency means,—

- (a) for a commercial redress property, the land holding agency specified for that property in Part 3 of the property redress schedule:
- (b) for a deferred selection property, the land holding agency specified for that property in Part 4 of the property redress schedule

licensed land—

- (a) means the Wharerata Forest; but
- (b) excludes—
 - (i) all trees growing, standing, or lying on that land; and
 - (ii) all improvements that have been—
 - (A) acquired by a purchaser of the trees on that land; or
 - (B) made, after the acquisition of the trees, by the purchaser or the licensee

LINZ means Land Information New Zealand

local authority has the meaning given in section 5(1) of the Local Government Act 2002

member of Ngai Tāmanuhiri means every individual referred to in **section 8**

national park management plan has the same meaning as that of management plan given in section 2 of the National Parks Act 1980

Ngai Tāmanuhiri has the meaning given in **section 8(1)**

property redress schedule means the schedule of that name in the deed of settlement

protocol means a protocol issued under **section 18(1)(a)**, including any amendments made under **section 18(1)(b)**

regional council has the meaning given in section 2(1) of the Resource Management Act 1991

Registrar-General means the Registrar-General of Land appointed under section 4 of the Land Transfer Act 1952

related company has the meaning given in section 2(3) of the Companies Act 1993

relevant consent authority, in relation to a statutory area, means the consent authority of the region or district that contains, or is adjacent to, the statutory area

representative entity means—

- (a) the trustees; and
- (b) any person (including the trustees) acting for, or on behalf of,—
 - (i) the collective group referred to in **section 8**; or
 - (ii) 1 or more of the whānau, hapū, and groups that together form that collective group; or
 - (iii) 1 or more members of Ngai Tāmanuhiri

reserve site means **Young Nick's Head/Te Kuri o Paoa** the vesting of which is provided for by **section 43**

resource consent has the meaning given in section 2(1) of the Resource Management Act 1991

responsible department means, as the case may be, 1 of the following departments of State:

- (a) the Department of Conservation;
- (b) the Ministry of Economic Development;
- (c) the Ministry of Fisheries;
- (d) the Ministry for Culture and Heritage;
- (e) any other department of State authorised by the Prime Minister to exercise powers or perform functions and duties under **subpart 1 of Part 2**

responsible Minister means, as the case may be, 1 of the following Ministers:

- (a) the Minister of Conservation;
- (b) the Minister of Energy and Resources;
- (c) the Minister of Fisheries and Aquaculture;
- (d) the Minister for Arts, Culture and Heritage;
- (e) any other Minister of the Crown authorised by the Prime Minister to exercise powers and perform functions and duties under **subpart 1 of Part 2**

RFR land has the meaning given in **section 78**

RFR land schedule means the RFR land schedule in Part 3 of the attachments

settlement date means the date that is 20 business days after the date on which this Act comes into force

settlement document means a document entered into by the Crown to give effect to the deed of settlement

settlement property means—

- (a) each cultural redress property; and
- (b) the Waingake Road property; and
- (c) the licensed land; and
- (d) each deferred selection property; and
- (e) all RFR land

statements of association means the statements—

- (a) made by Ngai Tāmanuhiri of their particular cultural, spiritual, historical, and traditional association with each statutory area; and
- (b) that are in the form set out in Part 1 of the documents schedule at the settlement date

statutory acknowledgement means the acknowledgement made by the Crown in **section 25** in respect of each statutory area, on the terms set out in **subpart 2 of Part 2**

statutory area means an area specified in **Schedule 1**, the general location of which is indicated on the deed plan referred to in relation to that area in that schedule (but which does not establish the precise boundaries of the statutory area)

statutory plan means—

- (a) a district plan, regional coastal plan, regional plan, regional policy statement, or proposed policy statement as those terms are defined in section 43AA of the Resource Management Act 1991; and
- (b) a proposed plan as defined in section 43AAC of that Act

subsidiary has the meaning given in section 5 of the Companies Act 1993

Tāmanuhiri Tutu Poroporo trust means the trust of that name established by the trust deed

Tāmanuhiri Tutu Poroporo trust deed and trust deed—

- (a) mean the deed of trust of the Tāmanuhiri Tutu Poroporo Trust dated ... and signed by ...; and
- (b) includes the schedules to the trust deed and any amendments to the trust deed or its schedules

taonga tūturu and **ngā taonga tūturu** have the meanings given in section 2(1) of the Protected Objects Act 1975

Te Wherowhero means the property of that name described in **Part 2 of Schedule 2**

taonga tūturu protocol means a protocol named by the Minister for Arts, Culture, and Heritage under **section 18(1)(a)**, and includes any amendments under **section 18(1)(b)**

tikanga means customary values and practices

trustees means the trustees from time to time of the Tāmanuhiri Tutu Poroporo Trust

Waingake Road property means the property situated at 1858 Waingake Road, Waingake and described in Part 3 of the property redress schedule

Wharerata Forest means the licensed land described in Part 1 of the property redress schedule.


8 Meaning of Ngai Tāmanuhiri

- (1) In this Act, **Ngai Tāmanuhiri** means—
- (a) the collective comprising individuals who descend from—
 - (i) Tāmanuhiri;
 - (ii) any other recognised ancestor of the hapū or descent groups of Ngāti Rangiwaho Matua, Ngāti Rangiwaho, Ngāti Kahutia, Ngāti Rangitauwhiwhi, or Ngai Tawehi; and
 - (b) members of 1 or more of those hapū or descent groups; and
 - (c) every whānau, hapū, or other group of individuals to the extent that that whānau, hapū, or other group includes individuals referred to in **paragraph (a)**; and
 - (d) every individual referred to in **paragraph (a)**.
- (2) In **subsection (1)(a)**, a person is **descended** from another person if the first person is descended from the other by—
- (a) birth; or
 - (b) legal adoption.

9 Meaning of historical claims

- (1) In this Act, **historical claims**—

- (a) means every claim (whether or not the claim has arisen or been considered, researched, notified, or made by or on the settlement date) that Ngai Tāmanuhiri or a representative entity had at, or at any time before, the settlement date, or may have at any time after the settlement date, and that—
- (i) is founded on a right arising—
 - (A) from the Treaty of Waitangi or its principles; or
 - (B) under legislation; or
 - (C) at common law (including aboriginal title or customary law); or
 - (D) from fiduciary duty; or
 - (E) otherwise; and
 - (ii) arises from or relates to, acts or omissions before 21 September 1992—
 - (A) by, or on behalf of, the Crown; or
 - (B) by or under legislation; and
- (b) includes every claim to the Waitangi Tribunal to which **paragraph (a)** applies, including,—
- (i) the claims that relate exclusively to Ngai Tāmanuhiri or a representative entity, including—
 - (A) Wai 163, Maraetaha Block claim; and
 - (B) Wai 917, Ngai Tāmanuhiri claim; and
 - (ii) to the extent that they relate to Ngai Tāmanuhiri or a representative entity—
 - (A) Wai 129, Ngati Porou land claim; and
 - (B) Wai 283, East Coast Raupatu claim; and
 - (C) Wai 878, Wastewater and Social Services claim; and
 - (iii) any other claim to the Waitangi Tribunal to which **paragraph (a)** applies, so far as it relates to Ngai Tāmanuhiri or a representative entity.
- (2) However, **historical claims** does not include any claim that—
- (a) a member of Ngai Tāmanuhiri, or a whānau, hapū, or other group referred to in **section 8(1)(c)** may have that is founded on a right arising as a result of being descended from an ancestor not referred to in **section 8(1)(a)**; or

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- (b) a representative entity may have, to the extent that the claim is, or is based on, a claim referred to in **paragraph (a)**.

Subpart 3—Settlement of historical claims

Historical claims settled and jurisdiction of courts, etc, removed

10 Settlement of historical claims final

- (1) The historical claims are settled.
- (2) The settlement of the historical claims is final and, on and from the settlement date, the Crown is released and discharged from all obligations and liabilities in respect of those claims.
- (3) **Subsections (1) and (2)** do not limit the acknowledgements expressed in, or the provisions of, the deed of settlement.
- (4) Despite any other enactment or rule of law, on and from the settlement date, no court, tribunal, or other judicial body has jurisdiction (including, without limitation, the jurisdiction to inquire or further inquire into, or to make a finding or recommendation) in respect of—
- (a) the historical claims; or
 - (b) the deed of settlement; or
 - (c) this Act; or
 - (d) the redress provided under the deed of settlement or this Act.
- (5) **Subsection (4)** does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or implementation of the deed of settlement or this Act.

Amendment to Treaty of Waitangi Act 1975

11 Amendment to Treaty of Waitangi Act 1975

- (1) This section amends the Treaty of Waitangi Act 1975.
- (2) Schedule 3 is amended by inserting the following item in its appropriate alphabetical order: “Ngai Tāmanuhiri Claims Settlement Act **2011, section 10(4) and (5)**”.

*Protections no longer apply***12 Certain enactments do not apply**

- (1) Nothing in the enactments listed in **subsection (2)** applies—
- (a) to a settlement property (other than a deferred selection property); or
 - (b) to a deferred selection property, but only on and from the actual deferred selection settlement date for that property; or
 - (c) for the benefit of Ngai Tāmanuhiri or a representative entity.
- (2) The enactments are—
- (a) Part 3 of the Crown Forest Assets Act 1989;
 - (b) sections 211 to 213 of the Education Act 1989;
 - (c) Part 3 of the New Zealand Railways Corporation Restructuring Act 1990;
 - (d) sections 27A to 27C of the State-Owned Enterprises Act 1986;
 - (e) sections 8A to 8HJ of the Treaty of Waitangi Act 1975.
- (3) To avoid doubt, the enactments listed in **subsection (2)** continue to apply to a deferred selection property if—
- (a) the trustees do not elect to acquire the property under the property redress schedule; or
 - (b) the agreement in Part 5 of the property redress schedule is cancelled.

13 Removal of memorials

- (1) The chief executive of LINZ must issue to the Registrar-General a certificate that identifies (by reference to the relevant legal description, certificate of title, or computer register) each allotment that is—
- (a) all or part of a settlement property; and
 - (b) contained in a certificate of title or computer register that has a memorial entered under any enactment referred to in **section 12(2)**.
- (2) The chief executive of LINZ must issue a certificate under **subsection (1)** as soon as is reasonably practicable after—
- (a) the settlement date for a settlement property other than a deferred selection property; or

- (b) the actual deferred settlement date, in the case of a deferred selection property.
- (3) Each certificate must state that it is issued under this section.
- (4) The Registrar-General must, as soon as is reasonably practicable after receiving a certificate issued under **subsection (1)**,—
 - (a) register the certificate against each certificate of title or computer register identified in the certificate; and
 - (b) cancel, in respect of each allotment identified in the certificate, each memorial that is entered (in accordance with any enactment referred to in **section 12(2)**) on a certificate of title or computer register identified in the certificate.

Subpart 4—Miscellaneous matters

14 Rule against perpetuities does not apply

- (1) The rule against perpetuities and the provisions of the Perpetuities Act 1964—
 - (a) do not prescribe or restrict the period during which—
 - (i) the Tāmanuhiri Tutu Poroporo Trust may exist in law; or
 - (ii) the trustees, in their capacity as trustees, may hold or deal with property or income derived from property; or
 - (b) do not apply to a document entered into in order to give effect to the deed of settlement if the application of that rule or the provisions of that Act would otherwise make the document, or a right conferred by the document, invalid or ineffective.
- (2) However, if the Tāmanuhiri Tutu Poroporo Trust is, or becomes, a charitable trust, the application (if any) of the rule against perpetuities or any provision of the Perpetuities Act 1964 to that trust must be determined under the general law.

15 Timing of actions or matters

- (1) Actions or matters occurring under this Act occur or take effect on and from the settlement date.

- (2) However, if a provision of this Act requires an action or matter to occur or take effect on a date other than the settlement date, that action or matter occurs or takes effect on and from that other date.

16 Access to deed of settlement

The chief executive of the Ministry of Justice must make copies of the deed of settlement available—

- (a) for inspection free of charge, and for purchase at a reasonable price, at the head office of the Ministry of Justice in Wellington between the hours of 9 am and 5 pm on any business day, and
- (b) free of charge on an Internet site maintained by or on behalf of the Ministry of Justice.

Part 2
Cultural redress

17 The Crown not prevented from providing other similar redress

- (1) The provision of cultural redress under **subparts 1 to 3** does not prevent the Crown from doing anything that is consistent with that cultural redress, including—
- (a) providing the same or similar redress to any person other than Ngai Tāmanuhiri or the trustees:
- (b) disposing of land.
- (2) However, **subsection (1)** is not an acknowledgement by the Crown or Ngai Tāmanuhiri that any other iwi or group has interests in relation to land or an area to which any of the specified cultural redress relates.

Subpart 1—Protocols

18 Authority to issue, amend, or cancel protocols

- (1) Each responsible Minister may—
- (a) issue a protocol to the trustees in the form set out in the documents schedule; and
- (b) amend or cancel that protocol.

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- (2) A protocol may be amended or cancelled under **subsection (1)** at the initiative of either—
 - (a) the trustees; or
 - (b) the responsible Minister.
- (3) The responsible Minister may amend or cancel a protocol only after consulting with, and having particular regard to the views of, the trustees.

19 Protocols subject to rights, functions, and obligations

Protocols do not restrict—

- (a) the ability of the Crown to exercise its powers and perform its functions and duties in accordance with the law and government policy, which includes (without limitation) the ability to—
 - (i) introduce legislation and change government policy; and
 - (ii) interact or consult with a person the Crown considers appropriate, including (without limitation) any iwi, hapū, marae, whānau, or other representative of tangata whenua; or
- (b) the obligations of a responsible Minister or a responsible department; or
- (c) the legal rights of the trustees or a representative entity.

20 Enforcement of protocols

- (1) The Crown must comply with a protocol while it is in force.
- (2) If the Crown fails, without good cause, to comply with a protocol, the trustees may, subject to the Crown Proceedings Act 1950, enforce the protocol.
- (3) Despite **subsection (2)**, damages or any form of monetary compensation are not available as a remedy for a failure by the Crown to comply with a protocol.
- (4) To avoid doubt,—
 - (a) **subsections (1) and (2)** do not apply to guidelines developed for the implementation of a protocol; and
 - (b) **subsection (3)** does not affect the ability of a court to award costs incurred by the trustees in enforcing the protocol under **subsection (2)**.

21 Conservation protocol

- (1) The Director-General must note a summary of the terms of the conservation protocol in the conservation documents affecting the conservation protocol area.
- (2) The noting of the summary of the conservation protocol is—
 - (a) for the purpose of public notice only; and
 - (b) not an amendment to the conservation documents for the purpose of section 171 of the Conservation Act 1987 or section 46 of the National Parks Act 1980.
- (3) The conservation protocol does not have the effect of granting, creating, or providing evidence of—
 - (a) rights relating to the public foreshore and seabed (as defined in section 5 of the Foreshore and Seabed Act 2004); or
 - (b) an estate or interest in land held, managed, or administered under the Conservation Act 1987 or an enactment listed in Schedule 1 of that Act; or
 - (c) an interest in, or rights relating to, flora or fauna administered or managed under the conservation legislation.

22 Crown minerals protocol

- (1) The chief executive of the Ministry of Economic Development must note a summary of the terms of the Crown minerals protocol in—
 - (a) a register of protocols maintained by the chief executive of the Ministry of Economic Development; and
 - (b) the minerals programmes affecting the Crown minerals protocol area when those programmes are replaced.
- (2) The noting of the summary is—
 - (a) for the purpose of public notice only; and
 - (b) not an amendment to the minerals programmes for the purposes of the Crown Minerals Act 1991.
- (3) The Crown minerals protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, Crown-owned minerals.
- (4) In this section, **minerals programme** has the meaning given by section 2(1) of the Crown Minerals Act 1991.

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23 Fisheries protocol

- (1) The chief executive of the Ministry of Fisheries must note a summary of the terms of the fisheries protocol in fisheries plans affecting the fisheries protocol area.
- (2) The noting of the summary of the fisheries protocol—
 - (a) is for the purpose of public notice only; and
 - (b) is not an amendment to fisheries plans for the purposes of section 11A of the Fisheries Act 1996.
- (3) The fisheries protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, assets or other property rights (including in respect of fish, aquatic life, and seaweed) held, managed, or administered under any of the following enactments:
 - (a) the Fisheries Act 1996;
 - (b) the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992;
 - (c) the Maori Commercial Aquaculture Claims Settlement Act 2004;
 - (d) the Maori Fisheries Act 2004.
- (4) In this section, **fisheries plan** means a plan approved or amended under section 11A of the Fisheries Act 1996.

24 Taonga tuturu protocol

The taonga tuturu protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, taonga tuturu.

Subpart 2—Statutory acknowledgement**25 Statutory acknowledgement by the Crown**

The Crown acknowledges the statements of association in relation to the statutory areas listed in **Schedule 1**.

26 Purposes of statutory acknowledgement

- (1) The only purposes of the statutory acknowledgement are to—
 - (a) require relevant consent authorities, the Environment Court, and the Historic Places Trust to have regard to the statutory acknowledgement, as provided for in **sections 27 to 29**; and

- (b) require relevant consent authorities to provide summaries of resource consent applications or, as the case requires, copies of notices of applications, to the trustees in accordance with **section 31**; and
 - (c) enable the trustees and any member of Ngai Tāmanuhiri to cite the statutory acknowledgement as evidence of the association of Ngai Tāmanuhiri with the relevant statutory areas, as provided for in **section 32**.
- (2) This section does not limit **sections 35 to 37**.

27 Relevant consent authorities to have regard to statutory acknowledgement

- (1) On and from the effective date, a relevant consent authority must have regard to the statutory acknowledgement relating to a statutory area in deciding, under section 95E of the Resource Management Act 1991, whether the trustees are affected persons in relation an application for a resource consent for an activity within, adjacent to, or directly affecting the statutory area.
- (2) **Subsection (1)** does not limit the obligations of a relevant consent authority under the Resource Management Act 1991.

28 Environment Court to have regard to statutory acknowledgement

- (1) On and from the effective date, the Environment Court must have regard to the statutory acknowledgement relating to a statutory area in deciding, under section 274 of the Resource Management Act 1991, whether the trustees are persons with an interest greater than that of the general public in respect of proceedings related to an application for a resource consent for an activity within, adjacent to, or directly affecting a statutory area.
- (2) **Subsection (1)** does not limit the obligations of the Environment Court under the Resource Management Act 1991.

29 Historic Places Trust and Environment Court to have regard to statutory acknowledgement

- (1) If, on or after the effective date, an application is made under section 11 or 12 of the Historic Places Act 1993 for an authority to destroy, damage, or modify an archaeological site within a statutory area,—
- (a) the Historic Places Trust, in exercising its powers under section 14 of the Historic Places Act 1993 in relation to the application, must have regard to the statutory acknowledgement relating to the statutory area; and
 - (b) the Environment Court, in determining under section 20 of the Historic Places Act 1993 an appeal from a decision of the Historic Places Trust in relation to the application, must have regard to the statutory acknowledgement relating to the statutory area, including in determining whether the trustees are persons directly affected by the decision.
- (2) In this section, **archaeological site** has the meaning given in section 2 of the Historic Places Act 1993.

30 Recording statutory acknowledgement on statutory plans

- (1) On and from the effective date, each relevant consent authority must attach information recording the statutory acknowledgement to all statutory plans that wholly or partly cover a statutory area.
- (2) The information attached to a statutory plan must include the relevant provisions of **sections 25 to 29** in full, the descriptions of the statutory areas, and the statements of association.
- (3) The attachment of information to a statutory plan under this section is for the purpose of public information only, and the information is not—
- (a) part of the statutory plan, unless adopted by the relevant consent authority; or
 - (b) subject to the provisions of Schedule 1 of the Resource Management Act 1991, unless adopted as part of the statutory plan.

31 Provision of resource consent applications to trustees

- (1) Each relevant consent authority must, for a period of 20 years on and from the effective date, provide the following to the trustees for each resource consent application for an activity within, adjacent to, or directly affecting a statutory area:
 - (a) a summary of the application, if the application is received by the consent authority; or
 - (b) a copy of the notice, if the application is served on the consent authority under section 145(10) of the Resource Management Act 1991.
- (2) The information provided under **subsection (1)(a)** must be—
 - (a) the same as would be given to an affected person under section 95B of the Resource Management Act 1991, or as may be agreed between the trustees and the relevant consent authority; and
 - (b) provided as soon as is reasonably practicable—
 - (i) after an application is received by the consent authority; and
 - (ii) before the relevant consent authority decides under section 95 of the Resource Management Act 1991 whether to notify the application.
- (3) A copy of the notice given under **subsection (1)(b)** must be provided not later than 10 business days after the day on which the consent authority receives the notice.
- (4) The trustees may, by notice in writing to a relevant consent authority,—
 - (a) waive their rights to be notified under this section; and
 - (b) state the scope of that waiver and the period it applies for.
- (5) This section does not affect the obligation of a relevant consent authority to decide,—
 - (a) under section 95 of the Resource Management Act 1991, whether to notify an application;
 - (b) under section 95E of that Act, whether the trustees are affected persons in relation to an activity.

32 Use of statutory acknowledgement

- (1) The trustees and any member of Ngai Tāmanuhiri may, as evidence of the association of Ngai Tāmanuhiri with a statu-

tory area, cite the statutory acknowledgement that relates to that area in submissions or proceedings concerning activities within, adjacent to, or directly affecting the statutory area that are made to or before—

- (a) the relevant consent authorities; or
 - (b) the Environment Court; or
 - (c) the Historic Places Trust; or
 - (d) the Environmental Protection Authority or a board of inquiry under Part 6AA of the Resource Management Act 1991.
- (2) The content of a statement of association is not, by virtue of the statutory acknowledgement, binding as fact on—
- (a) the bodies and the court referred to in **subsection (1)**; or
 - (b) parties to proceedings before those bodies; or
 - (c) any other person who is entitled to participate in those proceedings.
- (3) However, the bodies, the court, and the persons specified in **subsection (2)** may take the statutory acknowledgement into account.
- (4) To avoid doubt,—
- (a) neither the trustees nor members of Ngai Tāmanuhiri are precluded from stating that Ngai Tāmanuhiri has an association with a statutory area that is not described in the statutory acknowledgement; and
 - (b) the content and existence of the statutory acknowledgement do not limit any statement made.

33 Application of statutory acknowledgement to river

If a statutory acknowledgement applies to a river (including a tributary), the **river**—

- (a) means—
 - (i) a continuously or intermittently flowing body of fresh water, including a stream or a modified watercourse; and
 - (ii) the bed of the river, which is the land that is covered by the waters of the river at their fullest flow without overlapping the banks of the river; but

- (b) does not include—
 - (i) a part of the bed of the river that is not owned by the Crown; or
 - (ii) an artificial watercourse.

34 Exercise of powers and performance of duties and functions

- (1) Except as expressly provided in this subpart,—
 - (a) the statutory acknowledgement does not affect, and may not be taken into account by, a person exercising a power or performing a function or duty under legislation or a bylaw; and
 - (b) no person, in considering a matter or making a decision or recommendation under legislation or a bylaw, may give greater or lesser weight to the association of Ngai Tāmanuhiri with a statutory area (as described in a statement of association) than that person would give under the relevant legislation or bylaw if no statutory acknowledgement or deed of recognition existed in respect of the statutory area.
- (2) **Subsection (1)(b)** does not affect the operation of **subsection (1)(a)**.

35 Rights not affected

Except as expressly provided in this subpart, the statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

36 Limitation of rights

Except as expressly provided in this subpart, the statutory acknowledgement does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, a statutory area.

37 Amendment to Resource Management Act 1991

- (1) This section amends the Resource Management Act 1991.

- (2) Schedule 11 is amended by inserting the following item in its appropriate alphabetical order: “Ngai Tāmanuhiri Claims Settlement Act **2011**”.

Subpart 3—Local Leadership Body

NOTE: The drafting of this subpart is subject to revision.

38 Establishment and purpose of Local Leadership Body

- (1) A statutory body called the Local Leadership Body (the **Body**) is established.
- (2) The members of the Local Leadership Body are appointed by the named organisations as follows:
- (a) 2 members by the trustees of Tāmanuhiri Tutu Poroporo Trust; and
 - (b) 2 members by [the governance entity of Rongowhakaata]; and
 - (c) 2 members by [the governance entity of Te Whakarau]; and
 - (d) 6 members by the Gisborne District Council.
- (3) The purpose of the Body is to contribute to the sustainable management of resources in the Turanga rohe for the use and enjoyment of present and future generations, while recognising and providing for the traditional relationship of the iwi of the rohe, Ngai Tāmanuhiri, Rongowhakaata, and Te Whakarau with their ancestral lands.
- (4) Despite the composition of the Body provided for by **subsection (2)** the Body is, for the purposes of clause 30(1)(b) of Schedule 7 of the Local Government Act 2002, a joint committee of the Gisborne District Council.
- (5) Despite Schedule 7 of the Local Government Act 2002, the Body—
- (a) is a permanent committee; and
 - (b) must not be discharged unless each organisation agrees to the Body being discharged.
- (6) The members of the Body must act in a manner so as to achieve the purpose of the Body.

- (7) The Body must, except as provided in this subpart, regulate its own procedure.

38A Membership of Body

- (1) In appointing the members of the Body in accordance with **section 38**, the named organisations must—
- (a) be satisfied that the person has the skills, knowledge, or experience to—
 - (i) participate effectively on the Body; and
 - (ii) contribute to the achievement of the purpose of the Body; and
 - (b) having regard to the membership of the Body for the time being, ensure that the membership of the Body reflects a balanced mix of knowledge and experience relevant to the Turanga rohe.
- (2) A member may be discharged by the organisation that appointed that member.
- (3) A member appointed by an iwi may resign by giving written notice to the governance entity of that iwi.
- (4) If there is a vacancy on the Body, the relevant named organisation must fill the vacancy as soon as is reasonably practicable.
- (5) To avoid doubt, members of the Body who are appointed by iwi are not, by virtue of that membership, members of the Gisborne District Council.

39 Functions of Body

TO COME with any further procedures to be included in deed of settlement

40 Application of other Acts in relation to this subpart

- (1) To avoid doubt, except as provided in **subsections (2) and (3)**, the following Acts apply to the Body to the extent that they are relevant for the purpose and functions of the Body:
- (a) the Local Government Act 2002; and
 - (b) the Local Authorities (Members' Interests) Act 1968; and
 - (c) the Local Government Official Information and Meetings Act 1987.

- (2) Clauses 23(3)(b), 27, 30(5), (7), and (9)(b), and 31(3) and (4) of Schedule 7 of the Local Government Act 2002 do not apply to the Body.
- (3) Clauses 6(1)(b), 12, 30(3), and 31(1) and (2) of that schedule apply only to the members of the Body appointed by the Gisborne District Council.
- (4) Clause 19(2) of that schedule applies to the Body subject to all references to—
 - (a) a local authority being read as references to the Body; and
 - (b) a member of a committee of a local authority being read as references to the persons appointed by the organisations referred to in **section 38(1)(a) to (c)**.

Subpart 4—Vesting of cultural redress properties

41 Interpretation

In this Act, **cultural redress property** means the following sites, and each site means the land described by that name in **Schedule 2**:

- (a) Mangapoike;
- (b) Young Nick's Head/Te Kuri a Paoa Historic Reserve.

Site vesting in fee simple

42 Mangapoike

The fee simple estate in Mangapoike vests in the trustees.

Site to vest and be administered as national historic reserve

43 Young Nick's Head/Te Kuri a Paoa Historic Reserve

- (1) Young Nick's Head/Te Kuri a Paoa Historic Reserve vests in the trustees as if it were vested under section 26 of the Reserves Act 1977.
- (2) Young Nick's Head/Te Kuri a Paoa Historic Reserve is declared a national reserve for the purposes of section 13 of the Reserves Act 1977.

- (3) The national historic reserve created by **subsection (2)** is named Te Kuri a Paoa/Young Nick's Head National Historic Reserve.
- (4) Despite section 13(5)(b) of the Reserves Act 1977, the trustees must hold and administer Te Kuri a Paoa /Young Nick's Head National Historic Reserve as a national historic reserve subject to the Reserves Act 1977.
- (5) To avoid doubt, section 24(7B) of the Conservation Act 1987 applies to the vesting of Young Nick's Head/Te Kuri a Paoa Historic Reserve under **subsection (1)**.

*Provisions of general application to vesting of
cultural redress properties*

- 44 Properties vest subject to, or together with, encumbrances**
Each cultural redress property vests under this subpart subject to, or together with, any encumbrances listed in relation to the property in **Schedule 2**.
- 45 Registration of ownership**
- (1) This section applies in relation to the fee simple estate in a cultural redress property vested in the trustees under this subpart.
 - (2) The Registrar-General must, on written application by an authorised person, comply with **subsections (3) and (4)**.
 - (3) In the case of Te Kuri a Paoa/Young Nick's Head National Historic Reserve, the Registrar-General must—
 - (a) register the trustees as the proprietor of the fee simple estate in the land; and
 - (b) make any entries in the register, and do all other things, that are necessary to give effect to this Part and to Part 5 of the deed of settlement.
 - (4) In the case of Mangapoike, the Registrar-General must, in accordance with an application received from an authorised person,—
 - (a) create 1 computer freehold register for the fee simple estate in the property in the name of the trustees; and
 - (b) enter on the register any encumbrances that are registered, notified, or notifiable and that are described in the application.

- (5) **Subsection (4)** applies subject to the completion of any survey necessary to create the computer freehold register.
- (6) A computer freehold register must be created under this section as soon as is reasonably practicable after the settlement date, but no later than—
 - (a) 24 months after the settlement date; or
 - (b) any later date that may be agreed in writing by the trustees and the Crown.
- (7) In **subsections (2) and (4)**, **authorised person** means a person authorised by—
 - (a) the Secretary for Justice, in the case of Mangapoike; and
 - (b) the Director-General, in the case of Te Kuri a Paoa/Young Nick's Head National Historic Reserve.

46 Application of Part 4A of Conservation Act 1987

The vesting in the trustees of the fee simple estate in Mangapoike under this subpart is a disposition for the purposes of Part 4A of the Conservation Act 1987, but sections 24(2A), 24A, and 24AA of that Act do not apply to the disposition.

47 Recording application of Part 4A of Conservation Act 1987 and sections of this Act

- (1) The Registrar-General must record on the computer freehold register for Mangapoike that the land is subject to Part 4A of the Conservation Act 1987.
- (2) A notification made under **subsection (1)** that land is subject to Part 4A of the Conservation Act 1987 is to be treated as having been made under section 24D(1) of that Act.
- (3) The Registrar-General must record on the computer freehold register for Te Kuri a Paoa/Young Nick's Head National Historic Reserve that the land is subject to **section 50** of this Act.

48 Application of other enactments

- (1) Section 11 and Part 10 of the Resource Management Act 1991 do not apply to—
 - (a) the vesting of the fee simple estate in a cultural redress property under this subpart; or

- (b) any matter incidental to, or required for the purpose of, the vesting.
- (2) The vesting of the fee simple estate in a cultural redress property does not—
 - (a) limit section 10 or 11 of the Crown Minerals Act 1991; or
 - (b) affect other rights to subsurface minerals.
- (3) The permission of a council under section 348 of the Local Government Act 1974 is not required for laying out, forming, granting, or reserving a private road, private way, or right of way required to fulfil the terms of the deed of settlement in relation to a cultural redress property.

49 Deleted
Deleted.

50 Subsequent transfer of Te Kuri a Paoa/Young Nick's Head National Historic Reserve

- (1) This section applies to Te Kuri a Paoa/Young Nick's Head National Historic Reserve if it remains a reserve under the Reserves Act 1977 after vesting in the trustees.
- (2) Despite any provision of the Reserves Act 1977, the fee simple estate in Te Kuri a Paoa/Young Nick's Head National Historic Reserve may be transferred, but only if—
 - (a) the transferors of the reserve are or were the trustees; and
 - (b) the transferees are the trustees of the same trust, after—
 - (i) any new trustees have been appointed to the trust; or
 - (ii) any transferor has ceased to be a trustee of the trust; and
 - (c) the instrument to transfer Te Kuri a Paoa/Young Nick's Head National Historic Reserve is accompanied by a certificate given by the transferees, or the transferees' solicitor, verifying that **paragraphs (a) and (b)** apply.

51 Deleted
Deleted.

52 Saving of bylaws, etc, in relation to reserve site

- (1) This section applies to any bylaw, prohibition, or restriction on use or access that an administering body or the Minister made or granted under the Reserves Act 1977 or the Conservation Act 1987 in relation to Young Nick's Head/Te Kuri a Paoa Historic Reserve before it vested in the trustees under **section 43**.
- (2) The bylaw, prohibition, or restriction on use or access remains in force until it expires or is revoked under the Reserves Act 1977 or the Conservation Act 1987.

53 Authority to alter Gazetteer in respect of certain site

- (1) For the purposes of the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008,—
 - (a) the official geographical name Young Nick's Head/Te Kuri a Paoa Historic Reserve is discontinued; and
 - (b) Te Kuri a Paoa/Young Nick's Head National Historic Reserve is the official geographic name for the reserve vested under **section 43** of this Act.
- (2) The New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa must ensure that, as soon as is reasonably practicable after the settlement date, the Gazetteer is altered by—
 - (a) removing the name discontinued by **subsection (1)(a)**; and
 - (b) including the official geographic name declared in **subsection (1)(b)**, as if that name had been assigned under the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008.
- (3) In this section, **Gazetteer** has the meaning given in section 4 of the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008.

Subpart 5—Te Wherowhero**54 Transfer of Te Wherowhero to trustees**

- (1) To give effect to clauses 5.17 to 5.22 of the deed of settlement,—
 - (a) section 11 and Part 10 of the Resource Management Act 1991 do not apply to—

- (i) the transfer of the fee simple estate in Te Wherowhero to the trustees; or
 - (ii) any matter incidental to, or required for the purpose of, that transfer; and
 - (b) the permission of a council under section 348 of the Local Government Act 1974 is not required for the laying out, forming, granting, or reserving a private road, private way, or right of way required in relation to the transfer of Te Wherowhero to the trustees.
- (2) Upon the production of orders for computer freehold registers, the Registrar-General must create—
- (a) 1 computer freehold register for the fee simple estate in Te Wherowhero in the names of the trustees; and
 - (b) 1 computer freehold register for the fee simple estate in the balance of the land in computer freehold register 504589 in the name of the transferor.
- (3) In this section, **transferor** means the person in whose name the fee simple title was registered immediately preceding the settlement date.

Part 3

Commercial redress

Subpart 1—Transfer of commercial redress, and deferred selection, properties

55 The Crown may transfer properties

- (1) To give effect to Part 6 of the deed of settlement, the Crown (acting by and through the chief executive of the land holding agency) is authorised to do 1 or both of the following:
- (a) transfer the fee simple estate in—
 - (i) the Waingake Road property to the trustees;
 - (ii) a deferred selection property—
 - (A) to the trustees; or
 - (B) in the case of the LINZ property 11306, either to the trustees or to a nominated entity;
 - (b) sign a transfer instrument or other document, or do any other thing to effect that transfer.

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105

- (2) As soon as is reasonably practicable after the actual deferred settlement date for a deferred selection property, the chief executive of the land holding agency must provide written notification of that date to the chief executive of LINZ for the purposes of **section 13** (which relates to the removal of memorials).
- (3) In this section,—
- LINZ property 11306** means the property of that name described in Part 4 of the property redress schedule
- nominated entity** means an entity nominated by the trustees to take title to the LINZ property 11306.

56 Registrar-General to create computer freehold register

- (1) This section applies to a deferred selection property that is to be transferred under **section 55**, to the extent that—
- (a) the property is not all of the land contained in a computer freehold register; or
- (b) there is no computer freehold register for all or part of the property.
- (2) The Registrar-General must, in accordance with a written application by an authorised person,—
- (a) create a computer freehold register for the fee simple estate in the property in the name of the Crown; and
- (b) record on the computer freehold register any encumbrances that are registered, notified, or notifiable and that are described in the written application; but
- (c) omit any statement of purpose from the computer freehold register.
- (3) **Subsection (2)** is subject to the completion of any survey necessary to create a computer freehold register,
- (4) In this section and **section 57**, **authorised person** means a person authorised by the chief executive of the land holding agency for a deferred selection property.

57 Authorised person may grant covenant for later creation of computer freehold register

- (1) For the purposes of **section 56**, the authorised person may grant a covenant to arrange for the later creation of a computer

freehold register for any land that is to be transferred under **section 55**.

- (2) Despite the Land Transfer Act 1952,—
 - (a) the authorised person may request the Registrar-General to register a covenant (as referred to in **subsection (1)**) under the Land Transfer Act 1952 by creating a computer interest register; and
 - (b) the Registrar-General must register the covenant in accordance with **paragraph (a)**.

58 Application of other enactments

- (1) This section applies to the transfer under **section 55** of the Waingake Road property or a deferred selection property (a **relevant property**).
- (2) Section 11 and Part 10 of the Resource Management Act 1991 do not apply to—
 - (a) the transfer of a relevant property; or
 - (b) any matter incidental to, or required for the purpose of, that transfer.
- (3) The transfer of a relevant property—
 - (a) is a disposition for the purposes of Part 4A of the Conservation Act 1987, but sections 24(2A), 24A, and 24AA of that Act do not apply to the disposition; and
 - (b) does not—
 - (i) limit section 10 or 11 of the Crown Minerals Act 1991; or
 - (ii) affect other rights to subsurface minerals; or
 - (iii) require the permission of a council under section 348 of the Local Government Act 1974 for laying out, forming, granting, or reserving a private road, private way, or right of way that may otherwise be required to fulfil the terms of Parts 5 and 6 of the property redress schedule.
- (4) In exercising the powers conferred by this subpart, the Crown is not required to comply with any other enactment that would otherwise regulate or apply to the transfer of a relevant property.
- (5) **Subsection (4)** is subject to **subsection (3)(a) and (b)**.

Subpart 2—Licensed land

*Transfer of Wharerata Forest***59 Interpretation**

In this subpart,—

accumulated rentals means the accumulated rentals relating to the Wharerata Forest that are held under the terms of the Crown Forestry Rental Trust

confirmed beneficiary has the meaning given in the Crown Forestry Rental trust deed

Crown interest—

- (a) means the Crown's entitlement, as a beneficiary of the Wharerata Forest Trust, to 50% of the Wharerata Forest; and
- (b) includes—
 - (i) the rental proceeds associated with the Crown interest; and
 - (ii) the Crown's entitlement to a 50% shareholding in Wharerata Forest Limited

historical Treaty claim has the meaning given in section 2 of the Treaty of Waitangi Act 1975

other Wharerata claimants means Ngāti Rakaipaaka, Ngai te Rakato, and any other claimants with established historical Treaty claims in respect of the Wharerata forest

rental proceeds means—

- (a) the accumulated rentals; and
- (b) the ongoing rentals

Waitangi Tribunal means the tribunal established under the Treaty of Waitangi Act 1975

Wharerata Forest Limited means the company incorporated under the company number [TO BE SUPPLIED]—

- (a) to act as trustee of the Wharerata Forest Trust; and
- (b) to administer the Wharerata Forest in accordance with this Act, the deed of settlement and the Wharerata shareholders' agreement and trust deed

Wharerata Forest Trust means the trust established by the Wharerata shareholders' agreement and trust deed

Wharerata shareholders' agreement and trust deed means the trust deed entered into by the Crown, the trustees, and Wharerata Forest Limited in accordance with clause 6.8 of the deed of settlement and in substantially the form set out in the documents schedule.

*Transfer of fee simple estate to Wharerata
Forest Limited*

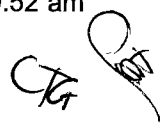
60 Transfer of licensed land

To give effect to clauses 6.10 and 6.11 of the deed of settlement, the Crown (acting by and through the chief executive of LINZ) is authorised to do 1 or both of the following:

- (a) transfer to Wharerata Forest Limited the fee simple estate in the Wharerata Forest:
- (b) sign a transfer instrument or other document, or do any other thing to effect that transfer.

61 Licensed land ceases to be Crown forest land

- (1) The Wharerata Forest ceases to be Crown forest land on the registration of the transfer of the fee simple estate in the land to Wharerata Forest Limited.
- (2) Although the Wharerata Forest does not cease to be Crown forest land until the transfer of the fee simple estate in the land to Wharerata Forest Limited is registered, neither the Crown nor any court or tribunal may do any thing, or omit to do any thing, if that act or omission would, between the settlement date and the date of registration, be inconsistent with this subpart, with clause 6.10 or 6.11 of the deed of settlement, or with Part 6 of the property redress schedule, although consistent with the Crown Forest Assets Act 1989.
- (3) Despite **subsection (1), section 10** does not exclude the jurisdiction of the Waitangi Tribunal in relation to the transfer of any portion of the Crown interest to any other Wharerata claimant, as provided for by **sections 69 to 72**.



62 Wharerata Forest Limited is confirmed beneficiary and licensor

- (1) Wharerata Forest Limited is, in relation to the Wharerata Forest, the confirmed beneficiary under clause 11.1 of the Crown forestry rental trust deed.
- (2) The effect of **subsection (1)** is that—
 - (a) Wharerata Forest Limited is entitled to the rental proceeds payable since the commencement of the Crown forestry licence; and
 - (b) all the provisions of the Crown forestry rental trust deed apply on the basis that Wharerata Forest Limited is the confirmed beneficiary; and
 - (c) Wharerata Forest is to be managed in accordance with the Wharerata shareholders' agreement and trust deed.
- (3) The Crown must give notice under section 17(4)(b) of the Crown Forest Assets Act 1989 in respect of the Crown forestry licence, even though the Waitangi Tribunal has not made a recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the return of the licensed land.
- (4) Notice given by the Crown under **subsection (3)** has effect as if—
 - (a) the Waitangi Tribunal had made a recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the return of the licensed land; and
 - (b) the recommendation had become final on the settlement date.
- (5) Wharerata Forest Limited is the licensor under the Crown forestry licence as if the licensed land had been returned to Māori ownership—
 - (a) on the settlement date; and
 - (b) under section 36 of the Crown Forest Assets Act 1989.
- (6) However, section 36(1)(b) of the Crown Forest Assets Act 1989 (which relates to the payment of compensation) does not apply to the licensed land.

63 Registrar-General to create computer freehold register for Wharerata Forest

- (1) This section applies to the Wharerata Forest that is to be transferred to Wharerata Forest Limited under Part 6 of the deed of settlement and Part 6 of the property redress schedule.
- (2) The Registrar-General must, in accordance with a written application by an authorised person, and after completion of any necessary survey, create—
 - (a) one computer freehold register for that part of the Wharerata Forest in the Gisborne Land Registration District; and
 - (b) one computer freehold register for that part of the Wharerata Forest in the Hawke's Bay Land Registration District.
- (3) Each computer freehold register created under **subsection (2)** must be created—
 - (a) in the name of the Crown; and
 - (b) subject to, and together with, any encumbrances that are registered, notified, or notifiable and that are described in the written application; but
 - (c) without any statement of purpose.
- (4) For the purposes of this section, **section 57** applies, with the necessary modifications, to permit the authorised person to grant a covenant for the later creation of a computer freehold register for the Wharerata Forest that is transferred under the authority of **section 60**.
- (5) In this section, **authorised person** means the chief executive of Land Information New Zealand.

64 Effect of transfer of licensed land

Section 62 applies whether or not, on the settlement date, the transfer of the fee simple estate in the licensed land has been registered.

65 Application of other enactments

- (1) The transfer of the Wharerata Forest to Wharerata Forest Limited is a disposition for the purposes of Part 4A of the

- Conservation Act 1987, but sections 24(2A), 24A, and 24AA of that Act do not apply to the disposition.
- (2) The transfer of Wharerata Forest to Wharerata Forest Limited does not—
 - (a) limit section 10 or 11 of the Crown Minerals Act 1991; or
 - (b) affect other rights to subsurface minerals.
 - (3) Section 11 and Part 10 of the Resource Management Act 1991 do not apply to—
 - (a) the transfer of Wharerata Forest to Wharerata Forest Limited; or
 - (b) any matter incidental to, or required for the purpose of, that transfer.
 - (4) In exercising the authority under **section 60**, the Crown is not required to comply with any other enactment that would otherwise regulate or apply to the transfer of Wharerata Forest to Wharerata Forest Limited.
 - (5) **Subsection (4)** is subject to **subsections (1) and (2)**.

Transfer of part of Wharerata Forest

66 Transfer of part of Wharerata Forest by Wharerata Forest Limited

- (1) The trustees may request Wharerata Forest Limited to transfer a specified part of the Wharerata Forest in accordance with the Wharerata shareholders' agreement and trust deed.
- (2) Wharerata Forest Limited must transfer the specified part of the Wharerata Forest in accordance with the request.

67 Application of other enactments

For a period of up to 9 years from the settlement date, if Wharerata Forest Limited transfers a specified part of the Wharerata Forest under **section 66** or otherwise under the Wharerata shareholders' agreement and trust deed,—

- (a) section 11 and Part 10 of the Resource Management Act 1991 do not apply—
 - (i) to the transfer of the specified part of the Wharerata Forest; or

- (ii) to any matter incidental to, or required for the purpose of, that transfer; and
- (b) the transfer of a specified part of the Wharerata Forest does not require the permission of a council under section 348 of the Local Government Act 1974 for laying out, forming, granting, or reserving a private road, private way, or right of way that may be required to fulfil the terms of the Wharerata shareholders' agreement and trust deed in relation to the transfer; and
- (c) a certificate given by a director of Wharerata Forest Limited is sufficient evidence that the transfer is under **section 66**.

Transfer of Crown interest in Wharerata Forest

68 Transfer of Crown interest

- (1) This section applies if, at any time up to 8 years from the settlement date, the Crown and any other Wharerata claimant propose to enter into a deed of settlement to settle the historical Treaty claim of that other Wharerata claimant in relation to the Crown interest.
- (2) Before entering into a deed of settlement with any other Wharerata claimant, the Crown must consult with every other Wharerata claimant with a view to reaching an agreement on whether all or any part of the Crown interest should be transferred to the other Wharerata claimant with which the deed of settlement is proposed.
- (3) If agreement is reached under **subsection (2)**, the Crown must, to the extent required by the deed of settlement in respect of the Crown interest, transfer to the other Wharerata claimant or the claimant's nominee the specified part of the Crown interest.
- (4) If agreement is not reached under **subsection (2)**, **sections 69 to 72** apply, for the period referred to in **section 67**.

*Limited jurisdiction of Waitangi Tribunal in
respect of Wharerata Forest*

- 69 Reference of dispute to Waitangi Tribunal for mediation**
- (1) In the event of a dispute arising in the circumstances provided for in **section 68**, despite **section 10**,—
- (a) the dispute may be referred to the Waitangi Tribunal for determination by—
- (i) the Crown; or
- (ii) any of the other Wharerata claimants; and
- (b) the Waitangi Tribunal may exercise its jurisdiction to refer the dispute for mediation in accordance with clauses 9A to 9C of Schedule 2 of the Treaty of Waitangi Act 1975.
- (2) If a dispute is referred to the Waitangi Tribunal under **subsection (1)**, a reference in clauses 9A to 9C of Schedule 2 of the Treaty of Waitangi Act 1975,—
- (a) to a claim submitted under section 6 of that Act or under clause 9A of Schedule 2 of that Act is to be treated as a reference to a dispute referred to the Waitangi Tribunal under this section; and
- (b) to a settlement of a claim under that Act is to be treated as a reference to the resolution of a dispute under this section.
- 70 Jurisdiction of Waitangi Tribunal to make findings and recommendations**
- (1) If, within a reasonable time, the parties to the dispute cannot agree on mediation or a dispute cannot be resolved by mediation, as provided for by **section 69**, the Waitangi Tribunal may, despite **sections 10 and 12**, exercise its jurisdiction in accordance with sections 8HA to 8HD of the Treaty of Waitangi Act 1975 as modified by **section 71**, to make—
- (a) findings on the historical Treaty claims of any or all of the other Wharerata claimants; and
- (b) recommendations relating to the transfer of all or part of the Crown interest to any or all of the other Wharerata claimants.

- (2) To avoid doubt, sections 8HA to 8HD of the Treaty of Waitangi Act 1975 are modified only to the extent necessary to apply to the Crown interest and do not apply to licensed land.

Query

In subs (1), I have included an override of both cll 10 and 12. Please consider.

71 Modifications to jurisdiction of Waitangi Tribunal

- (1) The jurisdiction of the Waitangi Tribunal under **section 70** is limited to determining matters relating to the transfer of all or part of the Crown interest.
- (2) The Crown must advise the Waitangi Tribunal of any change to the Crown interest in order to inform the Tribunal of the extent of its jurisdiction for the purpose of **subsection (1)**.
- (3) The recommendations that the Waitangi Tribunal may make under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 are limited to recommendations on the transfer of the Crown interest.
- (4) Despite section 8HD of the Treaty of Waitangi Act 1975, any or all of the other Wharerata claimants may appear and be heard by the Tribunal on the historical Treaty claims of any other Wharerata claimant.

72 Obligations of Wharerata Forest Limited

- (1) This section applies at any time during the period referred to in **section 67** if, in inquiring into the historical Treaty claims of any other Wharerata claimant under **section 70**,—
 - (a) the Waitangi Tribunal makes an interim recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the transfer of the whole or part of the Crown interest to one or more of the other Wharerata claimants; and
 - (b) that interim recommendation becomes final under section 8HC of that Act.
- (2) The Crown must give effect to the final recommendation by transferring all or part of the Crown interest as directed by the Waitangi Tribunal.

Subpart 3—Access to protected sites

73 **Meaning of protected site**

In this subpart, **protected site** means any area of land situated in the Wharerata Forest that—

- (a) is wāhi tapu or a wāhi tapu area within the meaning of section 2 of the Historic Places Act 1993; and
- (b) becomes a registered place within the meaning of section 2 of that Act.

74 **Right of access to protected site**

(1) The owner of the land on which a protected site is situated and any person holding an interest in, or right of occupancy to, that land must allow access across the land to each protected site to Māori for whom the protected site is of special spiritual, cultural, or historical significance.

(2) The right of access may be exercised by vehicles or on foot over any reasonably convenient routes specified by the owner.

(3) The right of access is subject to the following conditions:

- (a) a person intending to exercise the right of access must give the owner reasonable notice in writing of his or her intention to exercise that right; and
- (b) the right of access may be exercised only at reasonable times and during daylight hours; and
- (c) a person exercising the right of access must observe any reasonable conditions imposed by the owner relating to the time, location, or manner of access as are reasonably required—
 - (i) for the safety of people; or
 - (ii) for the protection of land, improvements, flora and fauna, plant and equipment, or livestock; or
 - (iii) for operational reasons.

75 **Right of access subject to Crown forestry licence**

(1) The right of access conferred by **section 74** is subject to, and does not override, the terms of any Crown forestry licence, except where the licensee has agreed to an exercise of the right of access.

- (2) An amendment to a Crown forestry licence will be of no effect to the extent that it purports to—
- (a) delay the date from which a person who has a right of access under **section 74** may exercise that right; or
 - (b) otherwise adversely affect the right of access.

76 Registrar-General must note right of access over land transferred on settlement date

- (1) The Registrar-General must, in accordance with a written application by an authorised person, make a notation on the computer freehold register for the Wharerata Forest, stating that the land is, or may at any future time be, subject to the right of access set out in **section 74**.
- (2) An application must be made as soon as is reasonably practicable after the settlement date.
- (3) However, if a computer freehold register has not been created by the settlement date, an application must be made as soon as is reasonably practicable after the register has been created.
- (4) In this section, **authorised person** means a person authorised by the chief executive of LINZ.

Subpart 4—Right of first refusal in relation to RFR land

77 Interpretation

In this subpart and **Schedule 3**, unless the context requires another meaning,—

dispose of, in relation to RFR land,—

- (a) means to—
 - (i) transfer or vest the fee simple estate in the land; or
 - (ii) grant a lease of the land for a term that is, or will be (if any rights of renewal or extension are exercised under the lease), for 50 years or longer; but
- (b) to avoid doubt, does not include to—
 - (i) mortgage, or give a security interest in, the land; or
 - (ii) grant an easement over the land; or

- (iii) consent to an assignment of a lease, or to a sub-lease, of the land; or
- (iv) remove an improvement, fixture, or fitting from the land

expiry date, in relation to an offer, means its expiry date under **sections 80(a) and 81**

Muriwai School RFR site means the RFR land described by that name in Part 3 of the attachments

notice means a notice required by **section 96, 97, or 98**

offer means an offer, made in accordance with **section 80**, by an RFR landowner to dispose of RFR land to the trustees

Pakowhai scenic reserve means the RFR land described by that name in Part 3 of the attachments

public work has the meaning given in section 2 of the Public Works Act 1981

RFR landowner, in relation to RFR land,—

- (a) means—
 - (i) the Crown, if the land is vested in the Crown or the Crown holds the fee simple estate in the land; and
 - (ii) a Crown body, if the body holds the fee simple estate in the land; and
- (b) includes a local authority to which RFR land has been disposed of under **section 86(1)**; but
- (c) to avoid doubt, does not include an administering body in which RFR land is vested after the settlement date, under **section 91(1)(b)**

RFR period means a period of 100 years from the settlement date.

78 Meaning of RFR land

- (1) In this subpart, **RFR land** means—
 - (a) Pakowhai scenic reserve; and
 - (b) Muriwai School RFR site; and
 - (c) land obtained in exchange for a disposal of RFR land under **section 91(1)(c) or 92**.
- (2) However, land ceases to be RFR land if—

- (a) the RFR landowner transfers the fee simple estate in the land to—
 - (i) the trustees or their nominee (for example, under **section 83**); or
 - (ii) the trustees under **section 55**, in the case of the Muriwai School RFR site, to the extent that it is a deferred selection property; or
 - (iii) any other person (including the Crown or a Crown body) under **section 79(c)**; or
- (b) the RFR landowner transfers or vests the fee simple estate in the land to or in a person other than the Crown or a Crown body—
 - (i) under any of **sections 88 to 94** (which relate to permitted disposals of RFR land); or
 - (ii) under **section 95(1)** (which relates to matters that may override the obligations of an RFR landowner under this subpart); or
- (c) the RFR period ends.

Restrictions on disposal of RFR land

79 Restrictions on disposal of RFR land

An RFR landowner must not dispose of RFR land to a person other than the trustees or their nominee unless the land is disposed of—

- (a) under any of **sections 85 to 94**; or
- (b) under **section 95(1)**; or
- (c) within 2 years after the expiry date of an offer by the RFR landowner to dispose of the land to the trustees, if the offer was—
 - (i) made in accordance with **section 80**; and
 - (ii) on terms that were the same as, or more favourable to the trustees than, the terms of the disposal to the person; and
 - (iii) not withdrawn under **section 82**; and
 - (iv) not accepted under **section 83**.

*Trustees' right of first refusal***80 Requirements for offer**

An offer by an RFR landowner to dispose of RFR land to the trustees must be by notice to the trustees, incorporating—

- (a) the terms of the offer, including its expiry date; and
- (b) a legal description of the land, including any encumbrances affecting it, and the reference for any computer register that contains the land; and
- (c) a street address for the land (if applicable); and
- (d) a street address, postal address, and fax number for the trustees to give notices to the RFR landowner in relation to the offer.

81 Expiry date of offer

- (1) The expiry date of an offer must be on or after the day that is 40 business days after the date on which the trustees receive notice of the offer.
- (2) However, the expiry date of an offer may be on or after the day that is 20 business days after the date on which the trustees receive notice of the offer if—
 - (a) the trustees received an earlier offer to dispose of the land; and
 - (b) the expiry date of the earlier offer was no earlier than 6 months before the expiry date of the later offer; and
 - (c) the earlier offer was not withdrawn.

82 Withdrawal of offer

The RFR landowner may, by notice to the trustees, withdraw an offer at any time before it is accepted.

83 Acceptance of offer

- (1) The trustees may, by notice to the RFR landowner who made an offer, accept the offer if—
 - (a) it has not been withdrawn; and
 - (b) its expiry date has not passed.
- (2) The trustees must accept all the RFR land offered, unless the offer permits them to accept less.

84 Formation of contract

- (1) If the trustees accept an offer by an RFR landowner to dispose of RFR land, a contract for the disposal of the land is formed between the RFR landowner and the trustees on the terms in the offer, including the terms set out in **subsections (3) to (6)**.
- (2) The terms of the contract may be varied by written agreement between the RFR landowner and the trustees.
- (3) Under the contract, the trustees may nominate any person other than the trustees (the **nominee**) to receive the transfer of the RFR land.
- (4) The trustees may nominate a nominee only by giving notice to the RFR landowner on or before the day that is 10 business days before the day on which the transfer is to settle.
- (5) The notice must specify—
 - (a) the full name of the nominee; and
 - (b) any other details about the nominee that the RFR landowner needs in order to transfer the RFR land to the nominee.
- (6) If the trustees nominate a nominee, the trustees remain liable for the obligations of the transferee under the contract.

*Disposals if land remains RFR land***85 Disposal to the Crown or Crown body**

- (1) An RFR landowner may dispose of RFR land to—
 - (a) the Crown; or
 - (b) a Crown body.
- (2) To avoid doubt, the Crown may dispose of RFR land to a Crown body in accordance with sections 143(5) or 206 of the Education Act 1989.

86 Disposal of existing public works to local authority

- (1) An RFR landowner may dispose of RFR land that is a public work, or part of a public work, in accordance with section 50 of the Public Works Act 1981 to a local authority (as defined in section 2 of the Public Works Act 1981).
- (2) To avoid doubt, if RFR land is disposed of to a local authority under **subsection (1)**, the local authority becomes—

- (a) the RFR landowner of the land; and
- (b) subject to the obligations of an RFR landowner under this subpart.

87 Disposal of reserve to administering body

- (1) An RFR landowner may dispose of RFR land in accordance with section 26 or 26A of the Reserves Act 1977.
- (2) To avoid doubt, if RFR land that is a reserve is vested in an administering body under **subsection (1)**, the administering body does not become—
 - (a) the RFR landowner of that land; or
 - (b) subject to the obligations of an RFR landowner under this subpart.
- (3) However, if the RFR land vests back in the Crown under sections 25 or 27 of the Reserves Act 1977, the Crown becomes—
 - (a) the RFR landowner of the land; and
 - (b) subject to the obligations of an RFR landowner under this subpart.

Disposals if land may cease to be RFR land

88 Disposal in accordance with enactment or rule of law

An RFR landowner may dispose of RFR land in accordance with an obligation under any enactment or rule of law.

89 Disposal in accordance with legal or equitable obligation

An RFR landowner may dispose of RFR land in accordance with—

- (a) a legal or equitable obligation that—
 - (i) was unconditional before the settlement date; or
 - (ii) was conditional before the settlement date but became unconditional on or after the settlement date; or
 - (iii) arose after the exercise (whether before, on, or after the settlement date) of an option existing before the settlement date; or
- (b) the requirements, existing before the settlement date, of a gift, endowment, or trust relating to the land.

- 90 Disposal by the Crown under certain legislation**
The Crown may dispose of RFR land in accordance with—
- (a) section 54(1)(d) of the Land Act 1948; or
 - (b) section 355(3), 355AA, or 355AB of the Resource Management Act 1991.
- 91 Disposal of land held for public works**
- (1) An RFR landowner may dispose of RFR land in accordance with—
 - (a) section 40(2) or (4) or 41 of the Public Works Act 1981 (including as those provisions are applied by another enactment); or
 - (b) section 52, 105(1), 106, 114(3), 117(7), or 119 of the Public Works Act 1981; or
 - (c) section 117(3)(a) of the Public Works Act 1981; or
 - (d) section 117(3)(b) of the Public Works Act 1981 if the land is disposed of to the owner of adjoining land; or
 - (e) section 23(1) or (4), 24(4), or 26 of the New Zealand Railways Corporation Restructuring Act 1990.
 - (2) To avoid doubt, RFR land may be disposed of by an order of the Maori Land Court under section 134 of Te Ture Whenua Maori Act 1993, after an application by an RFR landowner under section 41(e) of the Public Works Act 1981.
- 92 Disposal for reserve or conservation purposes**
An RFR landowner may dispose of RFR land in accordance with—
- (a) section 15 of the Reserves Act 1977; or
 - (b) section 16A or 24E of the Conservation Act 1987.
- 93 Disposal for charitable purposes**
An RFR landowner may dispose of RFR land as a gift for charitable purposes.
- 94 Disposal to tenants**
The Crown may dispose of RFR land—
- (a) that was held on the settlement date for education purposes to a person who, immediately before the disposal,

- is a tenant of the land or all or part of a building on the land; or
- (b) under section 67 of the Land Act 1948, if the disposal is to a lessee under a lease of the land granted—
 - (i) before the settlement date; or
 - (ii) on or after the settlement date under a right of renewal contained in a lease granted before the settlement date; or
 - (c) under section 93(4) of the Land Act 1948.

RFR landowner obligations

95 RFR landowner's obligations under this subpart

- (1) An RFR landowner's obligations under this subpart in relation to RFR land are subject to—
 - (a) any other enactment or rule of law but, for a Crown body, the obligations apply despite the purpose, functions, or objectives of the Crown body; and
 - (b) any encumbrance or legal or equitable obligation—
 - (i) that prevents or limits an RFR landowner's disposal of RFR land to the trustees; and
 - (ii) that the RFR landowner cannot satisfy by taking reasonable steps; and
 - (c) the terms of a mortgage over, or security interest in, RFR land.
- (2) Reasonable steps, for the purposes of **subsection (1)(b)(ii)**, do not include steps to promote the passing of an enactment.
- (3) This subpart does not limit **subsection (1)**.

Notices

96 Notice of RFR land with computer register after settlement date

- (1) If a computer register is first created for RFR land after the settlement date, the RFR landowner must give the chief executive of LINZ notice that the register has been created.
- (2) If land for which there is a computer register becomes RFR land after the settlement date, the RFR landowner must give the chief executive of LINZ notice that the land has become RFR land.

- (3) The notice must be given as soon as is reasonably practicable after a computer register is first created for the RFR land or after the land becomes RFR land.
- (4) The notice must specify the legal description of the land and identify the computer register that contains the land.

97 Notice of disposals of RFR land to others

- (1) An RFR landowner must give the trustees notice of the disposal of RFR land by the landowner to a person other than the trustees.
- (2) The notice must be given on or before the day that is 20 business days before the date of the disposal.
- (3) The notice must—
 - (a) specify the legal description of the land (including any encumbrances affecting it); and
 - (b) identify any computer register that contains the land; and
 - (c) specify the street address for the land (if applicable); and
 - (d) identify the person to whom the land is being disposed of; and
 - (e) explain how the disposal complies with **section 79**; and
 - (f) if the disposal is made under **section 79(c)**, include a copy of any written contract for the disposal.

98 Notice of land ceasing to be RFR land

- (1) This section applies if land contained in a computer register is to cease being RFR land because—
 - (a) the RFR landowner is to transfer the fee simple estate in the land to—
 - (i) the trustees or their nominee (for example, under **section 83**); or
 - (ii) the trustees under **section 55**, in the case of the Muriwai School RFR site, to the extent that it is a deferred selection property; or
 - (iii) any other person (including the Crown or a Crown body) under **section 79(c)**; or

- (b) the RFR landowner is to transfer or vest the fee simple estate in the land to or in a person other than the Crown or a Crown body—
 - (i) under any of **sections 88 to 94**; or
 - (ii) under **section 95(1)**.
- (2) The RFR landowner must, as early as practicable before the transfer or vesting, give the chief executive of LINZ notice that the land is to cease being RFR land.
- (3) The notice must—
 - (a) specify the legal description of the land; and
 - (b) identify the computer register that contains the land; and
 - (c) specify the details of the transfer or vesting of the land.

99 Notice requirements

Schedule 3 applies to notices given under this subpart by or to—

- (a) an RFR landowner; or
- (b) the trustees.

Memorials for RFR land

100 Recording memorials on computer registers for RFR land

- (1) The chief executive of LINZ must issue to the Registrar-General 1 or more certificates that specify the legal descriptions of, and identify the computer registers that contain,—
 - (a) the RFR land for which there is a computer register on the settlement date; and
 - (b) the RFR land for which a computer register is first created after the settlement date; and
 - (c) land for which there is a computer register that becomes RFR land after the settlement date.
- (2) The chief executive must issue a certificate, as soon as is reasonably practicable,—
 - (a) for RFR land, after the settlement date for which there is a computer register on the settlement date; or
 - (b) for any other land, after receiving a notice under **section 96** that a computer register has been created for the RFR land or that the land has become RFR land.
- (3) Each certificate must state that it is issued under this section.

- (4) The chief executive must provide a copy of each certificate to the trustees as soon as is reasonably practicable after issuing the certificate.
- (5) The Registrar-General must, as soon as is reasonably practicable after receiving a certificate issued under this section, record on the computer register that the land described in the certificate (and contained in the computer register) is—
 - (a) RFR land as defined in **section 78**; and
 - (b) subject to this subpart (which restricts disposal, including leasing, of the land).

101 Removal of memorials when land to be transferred or vested

- (1) The chief executive of LINZ must, before registration of the transfer or vesting of land described in a notice received under **section 98**, issue to the Registrar-General a certificate that—
 - (a) specifies the legal description of the land; and
 - (b) identifies the computer register that contains the land; and
 - (c) specifies the details of the transfer or vesting of the land; and
 - (d) states that it is issued under this section.
- (2) The chief executive must provide a copy of each certificate to the trustees as soon as is reasonably practicable after issuing the certificate.
- (3) If the Registrar-General receives a certificate issued under this section, he or she must, immediately before registering the transfer or vesting described in the certificate, remove any memorial recorded under **section 100** from the computer register identified in the certificate.

102 Removal of memorials when RFR period ends

- (1) As soon as is reasonably practicable after the RFR period ends in respect of the RFR land, the chief executive of LINZ must issue to the Registrar-General a certificate that—
 - (a) identifies each computer register that still has a memorial recorded on it under **section 100**; and
 - (b) states that it is issued under this section.

- (2) The chief executive must provide a copy of each certificate to the trustees as soon as is reasonably practicable after issuing the certificate.
- (3) The Registrar-General must, as soon as is reasonably practicable after receiving a certificate issued under this section, remove a memorial recorded under **section 100** from any computer register identified in the certificate.

Matters relating to implementation of RFR

103 Waiver and variation

- (1) The trustees may, by notice to an RFR landowner, waive any or all of their rights in relation to the RFR landowner under this subpart.
- (2) The trustees and an RFR landowner may agree in writing to vary or waive any of the rights each has in relation to the other under this subpart.
- (3) A waiver or agreement under this section is on the terms, and applies for the period, specified in it.

104 Disposal of Crown bodies not affected

This subpart does not limit the ability of the Crown, or a Crown body, to sell or dispose of a Crown body.

105 Trustee or person replacing trustees

TO COME.

Part 4

Transitional and miscellaneous matters

Removal of charitable status

106 Assets and liabilities of Ngai Tāmanuhiri Whānui Trust transferred free of charitable trusts

- (1) When the assets and liabilities of the Ngai Tāmanuhiri Whānui Trust are transferred to the trustees, those assets and liabilities, to the extent that they are held subject to—
 - (a) any charitable trusts, are—
 - (i) freed of those trusts; but

- (ii) subject to the trusts expressed in the Tāmanuhiri Tutu Poroporo trust deed; and
 - (b) any other trusts, covenants, or conditions, are subject to those trusts, covenants, or conditions.
- (2) In this section,—
- assets and liabilities—**
- (a) means assets and liabilities owned, controlled, or held, wholly or in part, immediately before the commencement of this Act, by or on behalf of the Ngai Tāmanuhiri Whānui Trust; and
 - (b) includes—
 - (i) all assets of any kind, whether in the form of real or personal property, money, shares, securities, rights, or interests; and
 - (ii) all liabilities, including debts, charges, duties, contracts, or other obligations (whether present, future, actual, contingent, payable, or to be observed or performed in New Zealand or elsewhere)

Ngai Tāmanuhiri Whānui Trust means the charitable trust of that name established by a trust deed dated 30 April 2005

Note: This clause is subject to further instructions.

Transitional taxation provision

107 Taxes and duties
TO COME.

CTG 

Schedule 1
Statutory areas**ss 7, 25**

Statutory area	Location
Ngai Tāmanuhiri Coastal Marine Area	OTS-005-005
Part Waipaoa River (including Karaua Stream)	OTS-005-006

Schedule 2
Cultural redress

ss 7, 41, 44

Part 1

Cultural redress properties

Name of site	Description	Encumbrances
Mangapoike	Hawkes Bay Land District—Gisborne and Wairoa District 62.6773 hectares, more or less, being Lot 1 DP 21726 (formerly Part Nuhaka 2B2A2 Block). All Computer Freehold Register HBP4/1288.	
Te Kuri a Paoa/Young Nick's Head National Historic Reserve	Gisborne Land District—Gisborne District 38.7300 hectares, more or less, being Lot 1 DP 319260. All Computer Freehold Register 75811.	Subject to national historic reserve referred to in section 43 , subject to Reserves Act 1977

Part 2

Te Wherowhero

Name of site	Description	Encumbrances
Te Wherowhero	Gisborne Land District—Gisborne District 79 hectares, approximately, being Part Lot 3 and Lot 4 DP 3709. Part Computer Freehold Register 504589. Subject to survey.	Subject to open space covenant under section 22 of the Queen Elizabeth the Second National Trust Act 1977 created by transfer 162149.1. Subject to drainage easement and together with right of way, both to be registered as part of the transfer.

CTG [Signature]

Schedule 3

s 99

Notices relating to RFR land**1 Requirements for giving notice**

A notice by or to an RFR landowner, or the trustees, under **subpart 4 of Part 3** must be—

- (a) in writing and signed by—
 - (i) the person giving it; or
 - (ii) at least 2 of the trustees, in the case of a notice given by the trustees; and
- (b) addressed to the recipient at the street address, postal address, or fax number—
 - (i) specified for the trustees in accordance with the deed of settlement, in the case of a notice to the trustees; or
 - (ii) specified by the RFR landowner in an offer made under **section 80**, or specified in a later notice by the trustees, in the case of a notice by the trustees to an RFR landowner; and
 - (iii) of the national office of LINZ, in the case of a notice given to the chief executive of LINZ under **section 96 or 98**; and
- (c) given by—
 - (i) delivering it by hand to the recipient's street address; or
 - (ii) posting it to the recipient's postal address; or
 - (iii) faxing it to the recipient's fax number.

2 Timing

- (1) A notice is to be treated as having been received—
 - (a) at the time of delivery, if delivered by hand; or
 - (b) on the second day after posting, if posted; or
 - (c) at the time of transmission, if faxed.
- (2) However, a notice is to be treated as having been received on the next business day if, under **subclause (1)**, it would be treated as having been received—
 - (a) after 5pm on a business day; or
 - (b) on a day that is not a business day.