

NGĀTI APA (NORTH ISLAND)

and

THE TRUSTEES OF TE RUNANGA O NGĀTI APA

and

THE SOVEREIGN

in right of New Zealand

**SECOND DEED TO AMEND THE DEED OF SETTLEMENT
OF THE HISTORICAL CLAIMS OF
NGĀTI APA (NORTH ISLAND)**

8 October 2010

SECOND DEED TO AMEND THE DEED OF SETTLEMENT

DEED TO AMEND THE DEED OF SETTLEMENT

THIS DEED is made on the 8 October 2010

BETWEEN

NGĀTI APA (NORTH ISLAND)

AND

THE TRUSTEES OF TE RUNANGA O NGĀTI APA

AND

THE SOVEREIGN in right of New Zealand acting by the Minister for Treaty of Waitangi Negotiations

SECOND DEED TO AMEND THE DEED OF SETTLEMENT

BACKGROUND

- A. The Crown and Ngāti Apa (North Island) are parties to a deed of settlement dated 8 October 2008 as amended by a deed to amend dated 7 August 2009 (the "**deed of settlement**").
- B. The trustees, under the Te Runanga o Ngāti Apa trust deed, established Te Runanga o Ngāti Apa as the governance entity under clause 9.1 of the deed of settlement.
- C. The trustees, as required by clause 9.1.2 of the deed of settlement, entered into a deed of covenant dated 22 July 2009 with the Crown.
- D. The Crown, the trustees and Ngāti Apa (North Island) wish to enter into this deed to formally record, in accordance with clause 11.5 of the deed of settlement, certain amendments to the deed of settlement.

IT IS AGREED as follows:

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1. EFFECTIVE DATE OF THIS DEED

1.1 This deed takes effect when it is signed by the parties.

2. AMENDMENTS TO THE DEED OF SETTLEMENT

2.1 The deed of settlement:

2.1.1 is amended by making the changes set out in schedule 1 to this deed; and

2.1.2 is further amended by inserting the documents described in schedule 1 and attached in schedule 2 and schedule 3 to this deed; but

2.1.3 remains unchanged except to the extent provided by this deed.

3. DEFINITIONS AND INTERPRETATION

3.1 Unless the context otherwise requires:

“**deed of settlement**” has the meaning it is given by paragraph A of the background;

“**parties**” means each of Ngāti Apa (North Island), the trustees and the Crown;

“**Te Runanga o Ngāti Apa**” means the trust established by the Te Runanga o Ngāti Apa trust deed;

“**Te Runanga o Ngāti Apa trust deed**”:

(a) means the deed of trust establishing Te Runanga o Ngāti Apa, dated 20 July 2009; and

(b) includes:

(i) the schedules to the deed of trust; and

(ii) any amendments to the deed of trust or its schedules; and

“**trustees**” means the trustees from time to time of Te Runanga o Ngāti Apa.

3.2 Unless the context requires otherwise:

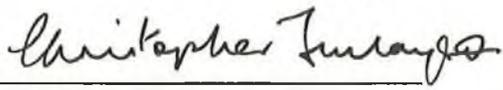
3.2.1 terms or expressions defined in the deed of settlement have the same meanings in this deed; and

3.2.2 the rules of interpretation in the deed of settlement apply (with all appropriate changes) to this deed.

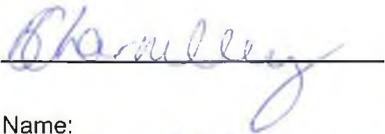
SECOND DEED TO AMEND THE DEED OF SETTLEMENT

SIGNED as a deed

SIGNED for and on behalf of THE SOVEREIGN IN RIGHT OF NEW ZEALAND by the Minister for Treaty of Waitangi Negotiations in the presence of:


Honourable Christopher Finlayson

WITNESS



Name: BRIAR CHARMLEY

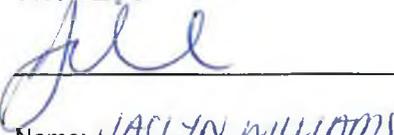
Occupation: LAWYER

Address: 14 SADDLEBACK, KARORI, WELLINGTON

SIGNED for and on behalf of NGĀTI APA (NORTH ISLAND) by Adrian Rurawhe authorised by the trustees of Te Runanga o Ngāti Apa to sign on their behalf in the presence of:


Adrian Rurawhe

WITNESS



Name: JACLYN WILLIAMS

Occupation: SENIOR ANALYST

Address: 15 CALDWELL ST
KARORI, WELLINGTON

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Schedule 1

AMENDMENTS TO DEED OF SETTLEMENT

Clause or schedule of the deed of settlement	Amendment to the deed of settlement
Clause 5.21.1	The words "and the Director-General of Conservation" are inserted after the words "Minister of Conservation".
Clause 6.1.9	The words "registrable variations of the existing easements" are deleted and replaced by "a registrable variation of the existing easement".
Clause 6.1.9(a)	This subclause is deleted and replaced by: "easement instrument B212575.3 is varied as it relates to easement area "C" on DP 70917:".
Clause 6.1.9(b)	This subclause is deleted.
New clause 6.1.10	This clause is inserted as new clause 6.1.10 immediately after clause 6.1.9 as follows: "that the Crown must procure Landcorp Farming Limited to sign and provide the governance entity, by or on the settlement date, with a registrable right of way easement in gross that provides the governance entity with access to the Pukepuke Lagoon House, over areas "A", "B" and "G" on DP 70916 and areas "D" and "H" on SO 428401 on the terms and conditions set out in part 13A of the schedule (the " Landcorp Pukepuke Lagoon House Easement ")." All subsequent clauses, and cross-references to them, are amended accordingly.
Clause 7.27A	This clause is deleted and replaced by: "For the avoidance of doubt if the governance entity gives notice under clause 7.27 that it is interested in purchasing Part Wanganui Forest (excluding trees), it may not give notice that it is interested in purchasing Part Wanganui Forest (including trees) and vice versa."
Clause 8.1	This clause is deleted and replaced by: "The Crown will pay interest on: 8.1.1 the financial and commercial redress from (and including) the date of the agreement in principle, being 12 July 2007, until (but excluding) 19

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	<p>October 2009; and</p> <p>8.1.2 the financial and commercial redress less the interim settlement amount of \$1,000,000 from (and including) 19 October 2009, until (but excluding) the settlement date.”.</p>
<p>Clause 12.6</p>	<p>The following new definition “Landcorp Pukepuke Lagoon House easement” is inserted immediately after “land holding agency” as follows:</p> <p>“Landcorp Pukepuke Lagoon House easement” has the meaning given to it in clause 6.1.10;”.</p>
<p>Attachment B Fisheries Protocol Part 4 Schedule</p>	<p>Paragraphs 2 to 6 (inclusive) are deleted and replaced by:</p> <p>2 Authority to issue, amend or cancel Protocols</p> <p>2.1 Section [] of the Settlement Legislation provides that:</p> <p><i>[Quote the section of the Settlement Legislation included in accordance with clauses 5.7.1-5.7.3 of the Deed of Settlement]</i></p> <p>3 Protocols subject to rights and obligations</p> <p>3.1 Section [] of the Settlement Legislation provides that:</p> <p><i>[Quote the section of the Settlement Legislation included in accordance with clause 5.7.4 of the Deed of Settlement]</i></p> <p>4 Noting of Protocols</p> <p>4.1 Section [] of the Settlement Legislation provides that:</p> <p><i>[Quote the section of the Settlement Legislation included in accordance with clauses 5.4.1 and 5.4.2 of the Deed of Settlement]</i></p> <p>5 Enforceability of Protocols</p> <p>5.1 Section [] of the Settlement Legislation provides that:</p> <p><i>[Quote the section of the Settlement Legislation included in accordance with clauses 5.7.5-5.7.7 of the Deed of Settlement]</i></p> <p>6 Limitation of rights</p> <p>6.1 Section [] of the Settlement Legislation provides that:</p> <p><i>[Quote the section of the Settlement Legislation included in accordance with clause 5.4.3 of the Deed of Settlement]</i></p>

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<p>Table 1 Part 10 Schedule</p>	<p>The table is amended by inserting the following in the third column for AgResearch Lands:</p> <p>“Subject to a right to convey water, a right to convey electricity and a right to convey telecommunications and computer media created by Easement Instrument 8505007.1.</p> <p>Subject to the unregistered deed of easement dated 9 July 2010 granting a Right of Way in favour of Section 1 SO 37105 under Section 60 of the Land Act 1948.</p> <p>Appurtenant unregistered licence to take and convey water dated 9 July 2010.”</p>
<p>Table 2 Part 10 Schedule</p>	<p>This table is amended by deleting the first encumbrance for Pukepuke Lagoon House and replacing it with the following:</p> <p>“Together with a right of way easement in gross over C on DP 70917. Created by B212575.3 (to be varied).”.</p> <p>This table is amended by deleting the third encumbrance for Pukepuke Lagoon House and replacing it with the following:</p> <p>“Together with the right of way easement in gross referred to in clause 6.1.10.”.</p> <p>This table is amended by inserting the following encumbrance as the fourth encumbrance for the Ruatangata Site:</p> <p>“Together with a right of way easement over A on SO 417422. To be created.”.</p>
<p>New Part 13A Schedule</p>	<p>A new part 13A is inserted and is named “Landcorp Pukepuke Lagoon House easement” and the form of easement, attached as schedule 2 of this deed, is inserted in this part.</p>
<p>Part 14 Schedule</p>	<p>This table is amended by deleting references to “WN1300/15” in the “Document” column for Part Santoft Forest and replacing it with “WN1300/13”.</p> <p>This table is amended by deleting the reference to “WN1300/13” in the “Document” column for Part Santoft Forest and replacing it with “WN1300/15”.</p> <p>This table is amended by deleting the reference to “As shown on Map 1 in Schedule []” in the “Legal Description” column for Part Lismore Sand Forest and replacing it with “As shown on Map 1 in this part 14”.</p> <p>A new map named “Map 1” attached as schedule 3 of this deed is inserted at the end of this part.</p>

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Schedule 2

LANDCORP PUKEPUKE LAGOON HOUSE EASEMENT

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PART 13A

LANDCORP PUKEPUKE LAGOON HOUSE EASEMENT

TERMS OF EASEMENT

(Clause 6.1.10)

SECOND DEED TO AMEND THE DEED OF SETTLEMENT

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

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

Land registration district

WELLINGTON



BARCODE

Grantor

Surname(s) must be underlined or in CAPITALS.

LANDCORP FARMING LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

TE RUNANGA O NGATI APA

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

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

Dated this day of

Attestation

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

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

[Solicitor for] the Grantee

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

REF: 7003 – AUCKLAND DISTRICT LAW SOCIETY

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Approved by Registrar-General of Land under No. 2007/6225
Annexure Schedule 1



Easement instrument Dated Page of pages

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

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way	Areas A, B and G on Deposited Plan 70916 and Areas D and H on Survey Office plan 428401	229505	In gross

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

*Delete phrases in [] and insert memorandum number as required.
 Continue in additional Annexure Schedule if required.*

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

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

~~Memorandum number _____, registered under section 155A of the Land Transfer Act 1952,~~
 [the provisions set out in Annexure Schedule 2].

Covenant provisions

*Delete phrases in [] and insert memorandum number as required.
 Continue in additional Annexure Schedule if required.*

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

~~Memorandum number _____, registered under section 155A of the Land Transfer Act 1952,~~
 [Annexure Schedule 2].

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

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ANNEXURE SCHEDULE 2

1. RIGHTS AND POWERS

The Grantor grants the Grantee the full free uninterrupted and unrestricted right, liberty and privilege for the Grantee and its licensees and invitees from time to time and at all times by day and by night (except where the right of way or any part thereof is closed as provided below) to go, pass and repass on foot and with vehicles over and along the stipulated area ("right of way").

2. TERMS AND CONDITIONS

- (a) The Grantor may secure and restrict the access to right of way "H" by placing padlocked gates at the locations shown as "P" and "Q" on Survey Office plan 428401 as follows:
- (i) the Grantor may issue keys and padlocks for its own use;
 - (ii) the Grantee will, at the Grantor's request, issue keys and padlocks (to be inserted into the chains in a manner that allows the gates to be unlocked and relocked) for the use of the Grantee and its licensees and invitees; and
 - (iii) the Grantee will, if requested by the Grantor, control access to right of way "H" by its licensees and invitees through the issue of keys and padlocks under clause 2(a)(ii).
- (b) No person shall carry any firearm on or within 100 metres of the right of way or take or have in their charge for hunting purposes any dog on the right of way.
- (c) No person shall:
- (i) Light any fire on or adjacent to the right of way.
 - (ii) Take or ride or have in their charge any horse on the right of way.
 - (iii) Unless permitted by the Grantor, take or have in their charge on the right of way any dog for which an authority in terms of clause (b) above has not been given.
 - (iv) Enter or remain on the right of way or any part of the right of way that is for the time being closed by agreement between the parties.
 - (v) Discharge or shoot any firearm across or on or within 100 metres of the right of way.
 - (vi) Wilfully damage or remove any crop, pasture, tree or plant (other than a plant that is a noxious plant in the district or area within which the right of way is situated) growing on or adjacent to the right of way.
 - (vii) Lay any poison or set any snare or trap on or adjacent to the right of way.
 - (viii) Wilfully damage or interfere with any pole, marker, indicator, stile, fence, gate, bridge, shelter, notice or other amenity on or adjacent to the right of way or entrance to the right of way.
 - (ix) Wilfully damage the right of way or any of the adjoining lands or any structure or any plant situated thereon.

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- (x) Wilfully interfere with or disturb or damage any livestock being pastured on or adjacent to the right of way.
- (xi) Wilfully endanger, disturb or annoy any user of the right of way.
- (d) The cost of any maintenance of the right of way shall be borne by each party according to use.
- (e) Subject to the preceding clauses neither party shall do anything that prevents or interferes with the rights and passage over and along the right of way or interferes with the Grantor's normal farming activities.
- (f) Notwithstanding the provisions of clause (d), if any repair or maintenance is rendered necessary by the act, neglect or default of either party or their licensees or invitees, then such party shall promptly carry out such repair and maintenance and bear the cost of the work.
- (g) If either party neglects or refuses to carry out or pay for works required in respect of the right of way and reasonable agreement cannot be reached between them on the issue, then the party willing to proceed may serve notice on the other party requiring that party to join in or pay for the work and if after the expiry of twenty-one days from the delivery of the notice the party in default refuses to join in or pay for the work, then the party willing to proceed may carry out and pay for the work and the party in default shall be liable to pay its share of the cost of the work and the same may be recoverable by action at law as a liquidated debt.
- (h) If the Grantor or the Grantee desire to upgrade the right of way for the convenience of its servants, agents and lawful visitors then it shall first obtain the approval in writing from the other party and then proceed to carry out such works and future maintenance of those works at its own cost.
- (i) Any dispute or difference which may arise as to the liability of either the Grantor or the Grantee or the construction or interpretation of the grants herein shall be determined by arbitration in accordance with the provisions of the Arbitration Act 1996 or any Act passed in substitution or amendment and this clause shall be deemed to be a submission within the meaning of that Act.
- (j) The term invitees shall include:
 - (i) all invitees of the Grantee; and
 - (ii) the several persons of Maori descent and their descendants named in a Deed made between them and Her Majesty the Queen dated the 5th day of July 1958 granting those persons and their descendants the unassignable right of access to the Pukepuke Lagoon for the purpose of fishing the waters thereon. The several persons included in the term invitees being Gordon Onewa te Tuirī, Jennifer Karehana te Tuirī, Kempton te Tuirī, Ngakata Taiaroa, Ihipera (or Hīpera Korā Taurua), Pora Pehimana, Rawinia Ratana, Talhauauru Ratana, Te Urukowhai Wiremu Ratana, Weston Ratana, Mihi Matiu Ratana, Moana Matiu Ratana, Turuki Matiu Ratana, Hoira Matiu Ratana, Pikimou Matiu Ratana, Pamela Matiu Ratana, Ngamango Matiu Ratana, Mata Ratana, Pīkhūia Ratana, Raniera Ratana, Erina Ratana, Pirihiira Pita, Nekehia Pirika, Rangiatea Hunia, Nuku Tarawhiti, Karipa Tarawhiti, Pirika Tarawhiti, Irimana wī Tamehana, Rangī Tamehana II, Merehira Paerau, Te Katinga wī Tamehana, Mataara wī Tamehana, Te Waea wī Tamehana, Te Oranga wī Tamehana, Tiaki Tamehana, Tarita Tamehana, Atareta Kawana, Rongo Tauranga, Rererangi

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Tamaiparea, Te Iwira Tamaiparea, Kapene Manuao Tamaiparea, Whakarongo Tamaiparea, Manawanui Tamaiparea, Billy Tamaiparea, Awhitia Tamaiparea, Wakarua or Pukenui Tamaiparea and their descendants (*1958 Descendants*).

- (k) The 1958 Descendants may only gain access to right of way "H" by obtaining keys to the padlocked gates from the Grantee in accordance with clause 2(a)(ii). For the avoidance of doubt, if the 1958 Descendants do not obtain key access to right of way "H", then they may pass and repass over right of way "D" on Deposited Plan 70916 in accordance with Easement B212575.3.

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Schedule 3

MAP 1

