

TRUSTEES OF THE NGĀTI MANUHIRI SETTLEMENT TRUST

and

THE CROWN

in right of New Zealand

**DEED TO AMEND THE DEED OF SETTLEMENT OF
HISTORICAL CLAIMS**

27 February 2011

DEED TO AMEND THE DEED OF SETTLEMENT

DEED TO AMEND THE DEED OF SETTLEMENT

THIS DEED is made on

BETWEEN

TRUSTEES OF THE NGĀTI MANUHIRI SETTLEMENT TRUST

AND

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

DEED TO AMEND THE DEED OF SETTLEMENT

BACKGROUND

- A. Ngāti Manuhiri and the Crown are parties to a deed of settlement dated 21 May 2011 (the "deed of settlement").
- B. The trustees entered into the deed of covenant under clause 7.6.2 of the deed of settlement on 14 December 2011.
- C. The trustees and the Crown wish to enter into this deed to formally record, in accordance with paragraph 5.1 of the general matters schedule of the deed of settlement, certain amendments to the deed of settlement.

IT IS AGREED as follows:

DEED TO AMEND THE DEED OF SETTLEMENT

1. EFFECTIVE DATE OF THIS DEED

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

2. PAYMENT ON ACCOUNT

2.1 The parties acknowledge that on 22 December 2011 the Crown made an on-account payment of \$350,000 to the trustees.

2.2 The parties agree that the amount payable on the settlement date under paragraph 2.1 of the general matters schedule (interest) is reduced by \$350,000.

3. AMENDMENTS TO THE DEED OF SETTLEMENT

3.1 The deed of settlement:

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

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

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

4. DEFINITIONS AND INTERPRETATION

4.1 Unless the context otherwise requires:

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

"**parties**" means the trustees and the Crown; and

"**trustees**" means the trustees for the time being of the Ngāti Manuhiri Settlement Trust, in their capacity as trustees of the trust.

4.2 Unless the context requires otherwise:

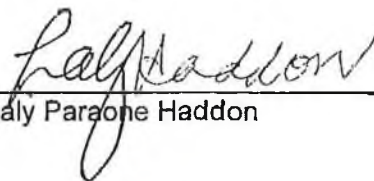
4.2.1 terms or expressions defined in the deed of settlement have the same meanings in this deed; and

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

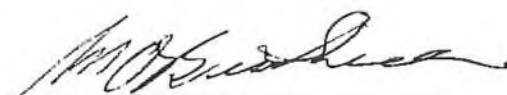
DEED TO AMEND THE DEED OF SETTLEMENT

SIGNED as a deed

SIGNED for and on behalf of the NGĀTI
MANUHIRI SETTLEMENT TRUST in the
presence of:


Laly Parone Haddon


Ringi Brown


Marilyn O'Brien Shearer

WITNESS



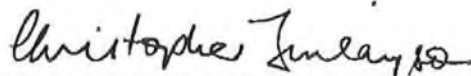
Name: Clive Richard

Occupation: Lawyer

Address: 22A Karekare Rd
Green Lane
Auckland

DEED TO AMEND THE DEED OF SETTLEMENT

SIGNED for and on behalf of **THE CROWN** in right of New Zealand by the Minister for Treaty of Waitangi Negotiations in the presence of:


Honourable Christopher Finlayson

WITNESS

B. Concedine

Name: Bernadette Concedine

Occupation: Private Secretary

Address: 4-8, 109 Coromandel St,
Newtown, WLG 6021

DEED TO AMEND THE DEED OF SETTLEMENT

Schedule 1

AMENDMENTS TO DEED OF SETTLEMENT

| Clause or schedule or attachments of the deed of settlement | Amendment to the deed of settlement |
|--|--|
| New clause 5.30A | <p>This clause is inserted as new clause 5.30A immediately after clause 5.30 as follows:</p> <p>“5.30A The settlement legislation will provide that –</p> <p style="padding-left: 40px;">5.30A.1 the official geographic name of the Little Barrier Island Nature Reserve is “Te Hauturu-o-Toi / Little Barrier Island Nature Reserve”; and</p> <p style="padding-left: 40px;">5.30A.2 the official geographic name of the Goat Island Scientific Reserve is “Te Hāwera-a-Maki / Goat Island Scientific Reserve”.”</p> |
| New paragraphs 2.7 and 2.8, property redress schedule | <p>The following new paragraphs 2.7 and 2.8 are inserted after the new heading “EASEMENT OVER MOUNT TAMAHUNGA SUMMIT SITE” immediately after paragraph 2.6.3:</p> <p>“2.7 The Minister of Conservation may at any time make a written request to the trustees to provide the Crown with a registrable right of way easement in gross –</p> <p style="padding-left: 40px;">2.7.1 over the area shown in pink (subject to survey) on the plan in part 6A of the documents schedule; and</p> <p style="padding-left: 40px;">2.7.2 on the terms and conditions set out in that part.</p> <p>2.8 The trustees must promptly comply with the request.”</p> |
| New part 6A, documents schedule | <p>A new part 6A of the documents schedule is inserted immediately after part 6 of the documents schedule in the form of schedule 2 of this deed to amend.</p> |

DEED TO AMEND THE DEED OF SETTLEMENT

Schedule 2

6A EASEMENT OVER MOUNT TAMAHUNGA SUMMIT SITE

ANNEXURE SCHEDULE A

| | | |
|---------------------|--------|---------------|
| Easement Instrument | Dated: | Page of pages |
|---------------------|--------|---------------|

| Purpose (nature and extent) of easement | Shown (plan reference) | Servient tenement (Identifier/CT) | Dominant Tenement (identifier CT or in gross) |
|---|---|---|---|
| Right of Way | Dotted in pink on the attached plan <i>[note for the document to be registered need to insert the legal description after the survey is completed]</i> The Easement Area | Section 1 SO 440010 The Grantor's Land | In gross |

The rights and powers implied in specific classes of easement prescribed by the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007 do not apply and the easement rights and powers are as set out in Annexure Schedule B.

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

ANNEXURE SCHEDULE B

| | | |
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| Easement Instrument | Dated: | Page of pages |
|---------------------|--------|---------------|

RIGHTS AND POWERS

1 Rights of way

- 1.1 The right of way includes the right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all times, to go over and along the Easement Area.
- 1.2 The right of way includes the right for the public as the Grantee's invitees to go over and along the Easement Area on foot and where the Grantee wishes to carry out work to develop, improve or maintain the Easement Area its employees or contractors may proceed along the Easement Area by foot and with hand-held tools, or with the consent of the Grantor, which will not be unreasonably withheld, by vehicle or any other means of transport and with all necessary tools, vehicles and equipment to carry out the work.
- 1.3 The right of way includes—
 - 1.3.1 the right to establish a walking track on the Easement Area, to repair and maintain any existing walking track on the Easement Area, and (if necessary for any of those purposes) to alter the state of the land over which the easement is granted. The Grantee must not destroy, damage or modify, or cause to be destroyed, damaged or modified, the whole or any part of any archeological site, knowing or having reasonable cause to suspect that it is an archeological site (except pursuant to an authority granted under s 14 of the Historic Places Act); and
 - 1.3.2 the right to have the Easement Area kept clear at all times of obstructions (whether caused by parked vehicles, deposit of materials, or unreasonable impediment) to the use and enjoyment of the walking track.
 - 1.3.3 The right for the Grantee to improve the Easement Area in any way it considers expedient, including the installation of track markers and stiles, but without at any time causing damage to the Land or interfering with the Grantor's management of the servient land.
 - 1.3.4 The right for the Grantee to erect and display notices on the Easement Area or on the Grantor's Land.
- 1.4 The right of way does not confer on the public the right to camp on the Easement Area without the consent of the Grantor which must be first obtained.
- 1.5 No horse or any other animal (including any dogs or other pets of any description whether on a leash or not) may be taken on the Easement Area without the consent of the Grantor.
- 1.6 No firearm or other weapon may be carried or discharged on the Easement Area.

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| Easement Instrument | Dated: | Page of pages |
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1.7 The public may not use any vehicle, including motorcycles or bicycles or any means of locomotion, mechanical electrical or otherwise on the Easement Area without the consent of the Grantor.

1.8 The public may not light any fires or deposit any rubbish on the Easement Area.

2 General rights

2.1 The Grantor must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights under this easement or of any other party or interfere with the efficient operation of the Easement Area.

2.2 Except as provided in this easement the Grantee must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Easement Area.

2.3 The Grantee may transfer or otherwise assign this easement.

3 Repair, maintenance, and costs

3.1 The Grantee is responsible for arranging the repair and maintenance of the walking track on the Easement Area and for the associated costs, so as to keep the area in good order and to prevent it from becoming a danger or nuisance.

3.2 The Grantee must meet any associated requirements of the relevant local authority.

3.3 The Grantee will repair all damage that may be caused by the negligent or improper exercise by the Grantee of any right or power conferred by this easement.

3.4 The Grantor will repair at its cost all damage caused to the walking track through its negligence or improper actions.

4 Rights of entry

4.1 For the purpose of performing any duty or in the exercise of any rights conferred or implied in the easement, the Grantee may, with the consent of the Grantor, which must not be unreasonably withheld —

4.1.1 enter upon the Grantor's Land by a reasonable route and with all necessary tools, vehicles, and equipment; and

4.1.2 remain on the Grantor's Land for a reasonable time for the sole purpose of completing the necessary work; and

4.1.3 leave any vehicles or equipment on the Grantor's Land for a reasonable time if work is proceeding.

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| Easement Instrument | Dated: | Page of pages |

- 4.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Grantor's Land or to the Grantor.
- 4.3 The Grantee must ensure that all work is performed in a proper and workmanlike manner.
- 4.4 The Grantee must ensure that all work is completed promptly.
- 4.5 The Grantee must immediately make good any damage done to the Grantor's Land by restoring the surface of the land as nearly as possible to its former condition.
- 4.6 The Grantee must compensate the Grantor for all damages caused by the work to any buildings, erections, or fences on the Grantor's Land.

5 Default

If the Grantor or the Grantee does not meet the obligations implied or specified in this easement,—

- (a) the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation:
- (b) if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may—
 - (i) meet the obligation; and
 - (ii) for that purpose, enter the Grantor's Land:
- (c) the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation:
- (d) the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

6 Disputes

If a dispute in relation to this easement arises between the Grantor and Grantee—

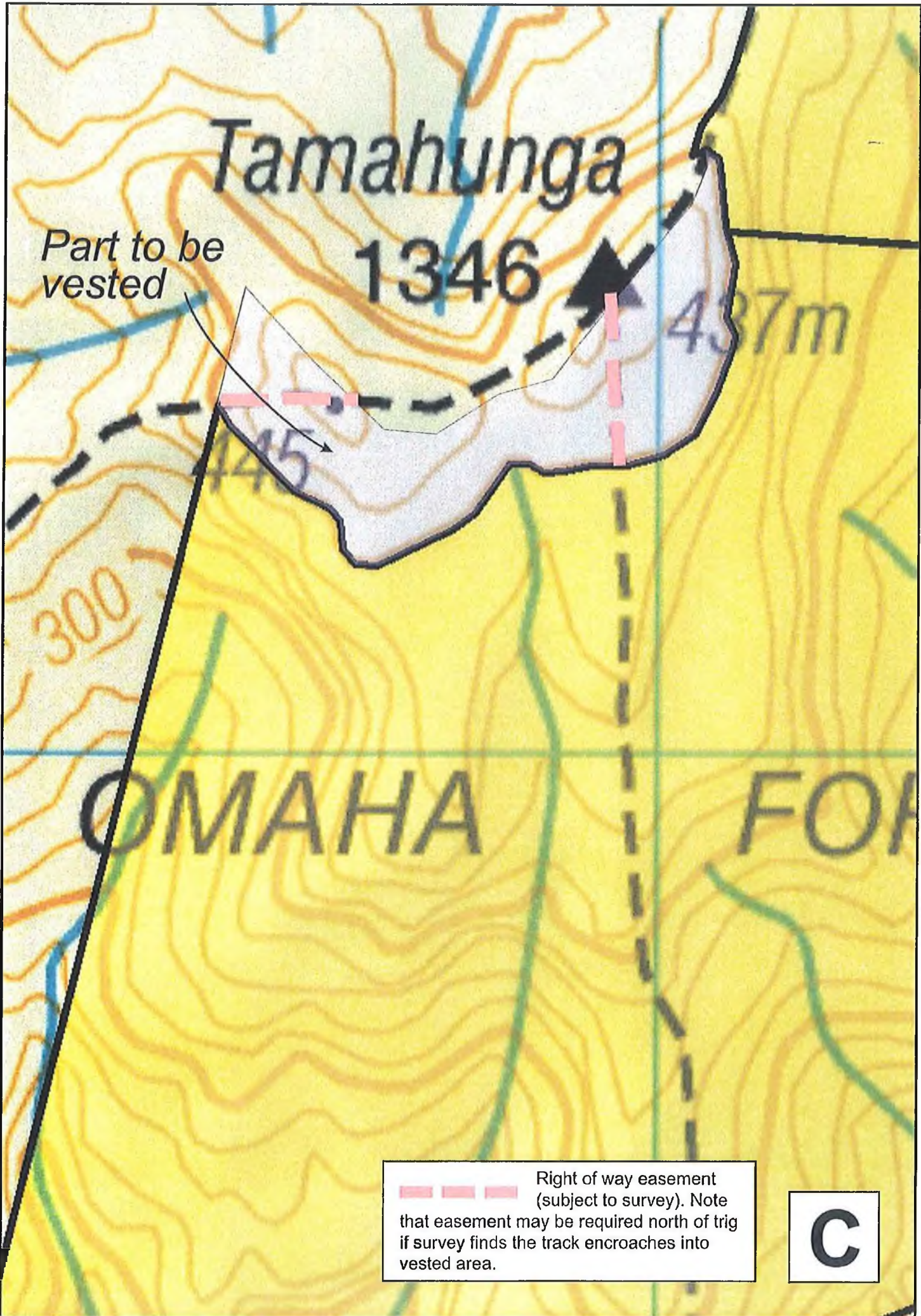
- (a) the party initiating the dispute must provide full written particulars of the dispute to the other party; and

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| All signing parties and either their witnesses or solicitors must sign or initial in this box. |
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| Easement Instrument | Dated: | Page of pages |

- (b) the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and
- (c) if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties),—
 - (i) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
 - (ii) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society.

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



Part to be vested

Tamahunga

1346

437m

445

300

OMAHA

FOH

Right of way easement (subject to survey). Note that easement may be required north of trig if survey finds the track encroaches into vested area.

C