

Hon Paul Goldsmith

Minister for Arts, Culture and Heritage
Minister of Justice
Minister for Media and Communications
Minister for Treaty of Waitangi Negotiations



Herearoha Skipper
Chair
Ngāti Pāoa Iwi Trust

By email: chair@paoa.co.nz

Tēnā koe Herearoha

Letter of Agreement to amend the Ngāti Pāoa Deed of Settlement

This letter is between the trustees of Ngāti Pāoa Iwi Trust, on behalf of Ngāti Pāoa, and myself, as Minister for Treaty of Waitangi Negotiations, on behalf of the Crown, to amend the Ngāti Pāoa Deed of Settlement dated 20 March 2021 (**the Deed**).

Background

As part of the Ngāti Pāoa Treaty settlement redress, Ngāti Pāoa are receiving three cultural redress properties at Point England Recreation Reserve:

- a) Hine-nui-o-te-pāua – 2 hectares (subject to survey) in fee simple;
- b) Pāoa Whanake – 2 hectares (subject to survey) as a local purpose (marae) reserve; and
- c) Ōmaru – 40.6 hectares (subject to survey) as a recreation reserve.

Ngāti Pāoa wish to reorient Pāoa Whanake, so Auckland Council, who will administer Ōmaru under a reserve management plan jointly developed and agreed with Ngāti Pāoa, can better access the headland past the marae site via an access road. The access route existed at the time the Deed was signed in March 2021. The boundaries of Ōmaru are also adjusted to account for the change to the Pāoa Whanake boundary. All three properties at Point England will be resurveyed, however there are no changes to the boundaries of Hine-nui-o-te-pāua or the size of the properties.

The two matters to be agreed on are:

- a) replacing the deed plans for Ōmaru (OTS-403-281), Pāoa Whanake (OTS-403-255), and Hine-nui-o-te-pāua (OTS-403-280); and
- b) changes to the Ōmaru easement document arising due to the reorientated Pāoa Whanake site boundary.

Amendments effected for Deed

The Deed is amended by replacing the following deed plans with the updated deed plans **attached** to this letter:

- a) deed plan OTS-403-280 in part 2 of the attachments with deed plan TTW-403-280;
- b) deed plan OTS-403-281 in part 2 of the attachments with deed plan TTW-403-281;
and
- c) deed plan OTS-403-255 in part 2 of the attachments with deed plan TTW-403-255.

The Deed is amended by replacing the Ōmaru easement document in part 5.3 of the documents schedule with the updated easement document **attached** to this letter.

The amendments to the easement document are limited to:

- a) providing the easement will be entered into by the trustees; and
- b) amending Schedule A of the easement to reflect the resurvey of Hine-nui-o-te-pāua, Pāoa Whanake and Ōmaru, and a different easement area (subject to survey) as shown on deed plan TTW-403-281.

The Deed and all its schedules are also deemed to be amended such that all references to the three sites at Point England now have the macrons in the names as outlined in the deed plans.

Implementation

The changes outlined in this letter are minor technical amendments to the Deed and do not affect the substance of the settlement. We have therefore agreed a deed to amend the Deed is not required. This letter of agreement will be published alongside the Deed on the Te Tari Whakatau website.

This letter is signed by me on behalf of the Crown and is consistent with the spirit of partnership that underpins the Ngāti Pāoa settlement. I would be pleased if you would confirm the agreement of the Ngāti Pāoa Iwi Trust to amend the Deed as outlined above, by countersigning this letter.

Nāku noa, nā



Hon Paul Goldsmith
Minister for Treaty of Waitangi Negotiations

I confirm the agreement of Ngāti Pāoa Iwi Trust to amend the Ngāti Pāoa Deed of Settlement as outlined in the letter above and the documents **attached**.



Herearoha Skipper
Chair
Ngāti Pāoa Iwi Trust

Dated: 24 September 2025

Easement instrument to grant easement or *profit à prendre*
Section 109, Land Transfer Act 2017

Land registration district

North Auckland

Grantor

Surnames must be underlined.

[the trustees of the Ngāti Pāoa Iwi Trust] [names to be inserted]

Grantee

Surnames must be underlined.

[the trustees of the Ngāti Pāoa Iwi Trust] [names to be inserted]

Grant of Easement or *Profit à prendre*

The Grantor, being the registered owner of the burdened land 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, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A

Continue in additional Annexure Schedule if required.

Purpose of Easement or <i>Profit à prendre</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of way Right to convey water Right to drain water Right to drain sewage Right to convey electricity Right to convey telecommunications Right to convey gas	[As shown marked [] on SO [] (The area marked red on deed plan TTW-403-281. Subject to survey)]	[Section [] on SO [] (formerly Part Sections 1 and 2 SO 503726. Subject to survey. As shown on deed plan TTW-403-281)]	[Section [] on SO [] (formerly Part Section 2 SO 503726. Subject to survey. As shown on deed plan TTW-403-255)] [Section [] on SO [] (formerly Part Section 1 SO 503726. Subject to survey. As shown on deed plan TTW-403-280)]

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 2018 and/or Schedule Five of the Property Law Act 2007.

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

~~[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017.]~~

The provisions set out in the Annexure Schedule.

Annexure Schedule

Insert type of instrument

Easement

Dated

Page

2

of

2

Pages

Continue in additional Annexure Schedule, if required.

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

The implied rights and powers in Schedule 5 to the Land Transfer Regulations 2018 (*Implied Terms*) are varied for the purposes of the easement created by this instrument as follows:

1 Definition of "easement facility"

1.1 In respect of the right of way created by this instrument, the definition of "easement facility" in the Implied Terms is replaced with:

- (c) for a right of way, means the surface of the easement area and includes driveways, tracks, boundary fences, gates, letter boxes and signs:

1.2 To avoid doubt, the definition of "easement facility" in respect of each class of easement created by this instrument is, except for a right of way, as stated in the Implied Terms.

2 Rights of way

2.1 Clause 6(2)(a) of the Implied Terms is replaced with:

- (a) vehicle, machinery or implement (including heavy vehicles); or

2.2 The following is inserted into the Implied Terms as clauses 6(6) and (7):

- (6) The grantor and the grantee will each ensure that all gates on the easement area are locked after use.
- (7) If the gates on the easement area are secured with padlocks, the grantor and the grantee will ensure that the padlocks are daisy-chained so that the grantor and grantee may unlock the gates independently.

3 General rights

3.1 Clause 10(4) of the Implied Terms is replaced with the following:

- (3) The grantee may, from time to time, temporarily prevent or restrict the grantor from entering the easement area but:
 - (a) only if the grantee reasonably considers it necessary due to the grantee's activities on the burdened land or the benefited land; and
 - (b) only for such time as the grantee reasonably considers necessary to enable the grantee to conduct activities on the burdened land or the benefited land safely or without interruption.

Insert type of instrument

Easement

Dated

Page

2

of

2

Pages

4 Repair, maintenance and costs

4.1 Clause 11(2) of the Implied Term is replaced with:

- (2) If the 1 or more grantees and the grantor share the use of the easement facility, each of them is responsible for the repair and maintenance of the easement facility, and for the associated costs, for the purposes set out in subclause (1), in the proportions in which they each use the easement facility.



40.6 hectares, approximately, being
Part Sections 1 and 2 SO 503726.
Subject to survey.

TTW-403-281

North Auckland Land District
Territorial Authority: Auckland Council
Compiled as a graphic representation.
Boundaries are indicative only.



0209909 11

Ōmaru

Areas referred to in the deed of settlement between
Ngāti Pāoa and the Crown

Approved as to boundaries:

HS Kepp 24.09.2025
for Ngāti Pāoa
Amfren 24.9.25
for and on behalf of the Crown



Ōmaru Creek

Section 1
SO 503726

Recreation Reserve

2 hectares, approximately, being
Part Section 1 SO 503726.
Subject to survey.

TTW-403-280

0 20 40 60 80
Metres

Approximate Scale
© Crown Copyright Reserved. Aerial photography flown 2024-25.

North Auckland Land District
Territorial Authority: Auckland Council
Compiled as a graphic representation.
Boundaries are indicative only.



12/09/2025

Hine-nui-o-te-pāua

Areas referred to in the deed of settlement between
Ngāti Pāoa and the Crown

Approved as to boundaries:

H. Skypa 24/09/2025
for Ngāti Pāoa

[Signature] 24/9/25
for and on behalf of the Crown



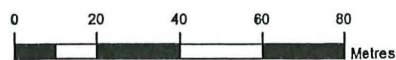
Ōmaru Creek

Vest Fee Simple



Recreation Reserve

Section 2
SO 503726



Approximate Scale
© Crown Copyright Reserved. Aerial photography flown 2024-25.

2 hectares, approximately, being
Part Section 2 SO 503726.
Subject to survey.

TTW-403-255

North Auckland Land District
Territorial Authority: Auckland Council
Compiled as a graphic representation.
Boundaries are indicative only.



12209600.11

Pāoa Whanake

Areas referred to in the deed of settlement between
Ngāti Pāoa and the Crown

Approved as to boundaries:

[Signature] 24/9/2025
for Ngāti Pāoa

[Signature] 24/9/25
for and on behalf of the Crown