

NGĀ HAPŪ O NGĀTI RANGINUI SETTLEMENT TRUST

and

THE CROWN

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

DEED TO AMEND THE DEED OF SETTLEMENT

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THIS DEED is made on the day of 2014

BETWEEN

TRUSTEES OF THE NGĀ HAPŪ O NGĀTI RANGINUI SETTLEMENT TRUST

AND

THE CROWN

DEED TO AMEND THE DEED OF SETTLEMENT

BACKGROUND

- A. Ngā Hapū o Ngāti Ranginui, the trustees of the Ngā Hapū o Ngāti Ranginui Settlement Trust and the Crown are parties to a deed of settlement dated 21 June 2012 (the “**deed of settlement**”).
- B. The governance entity and the Crown wish to enter into this deed to record formally, 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:

1. EFFECTIVE DATE OF THIS DEED

- 1.1 This deed takes effect when it is properly executed by the parties.

2. PURPOSE OF THIS DEED TO AMEND

- 2.1 The parties acknowledge that the purpose of this deed to amend is to provide for substantive changes required to the deed of settlement because of agreements reached after the date it was signed.
- 2.2 The substantive changes are –
 - 2.2.1 on-account payments of the financial and commercial redress amount;
 - 2.2.2 the joint vesting of Otānewainuku and Pūwhenua;
 - 2.2.3 providing that the Harrisfield Drive property is a deferred selection property;
 - 2.2.4 amendments to facilitate the Pūwhenua Forest redress between Ngāti Ranginui, Tapuika and Ngāti Rangiwewehi;
 - 2.2.5 an extension of the period during which the right of first refusal operates;
 - 2.2.6 to delay the date on which the deed of settlement may be terminated if the settlement legislation has not come into force;
 - 2.2.7 the provision of a statement of significance in relation to Karewa Island; and
 - 2.2.8 further changes to give effect to agreements reached between Ngā Hapū o Ngāti Ranginui, Ngāti Te Rangi and Ngāti Pūkenga, being –
 - (a) the addition of a commercial redress property;

DEED TO AMEND THE DEED OF SETTLEMENT

- (b) the addition of 2 school sites to be purchased on the settlement date (defined as Tauranga school sites in the deed of settlement as amended by this deed); and
- (c) the addition of more properties to the list of RFR land.

2.3 The parties have taken the opportunity to make non-substantive amendments to the deed of settlement which, together with the amendments referred to in clause 2.2 of this deed, are set out in a revised version of the deed of settlement agreed to, and identified by, the parties on the date of this deed.

3. SUBSEQUENT ON-ACCOUNT PAYMENTS

3.1 Within 5 business days after the date of this deed to amend, the Crown will pay \$16,310,090 to the governance entity.

3.2 Within 5 business days after the date on which the governance entity confirms to the Crown that the settlement legislation proposed for introduction is satisfactory, the Crown will pay \$4,077,522 to the governance entity.

3.3 The parties intend that if the deed of settlement does not become unconditional under clause 9.5 of the deed of settlement, the on-account payments under clause 3.1 and 3.2 of this deed to amend will be taken into account in relation to any future settlement of the historic claims.

3.4 For the avoidance of doubt, paragraph 2.2 of the general matters schedule is to be read so that the amount on which interest is payable under that paragraph is reduced on the date of payment under clause 3.1 and 3.2 of this deed to amend by the amount of the payment.

4. AMENDMENTS TO THE DEED OF SETTLEMENT

4.1 The deed of settlement –

4.1.1 is amended by making the changes set out in schedules 1 to 5 to this deed; and

4.1.2 is amended by the further additions and deletions included (in addition to those referred to in clause 2.2) in the revised version of the deed of settlement; and

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

5. TRANSFER VALUES

5.1 The parties record that a letter dated 8 August 2014 addressed to the chair of the trustees and signed by the director of the Office of Treaty Settlements is a subsequent replacement letter for the purposes of clause 6.8.3 of the deed of settlement.

DEED TO AMEND THE DEED OF SETTLEMENT

6. TAURANGA SCHOOL SITES AND NEW COMMERCIAL REDRESS PROPERTY

- 6.1 Part 1 of the property redress schedule applies to the Tauranga school sites and the new commercial redress property –
- 6.1.1 as if each were an acquired property for the purposes of that part; and
 - 6.1.2 as if the relevant date for each property for the purposes of that part were the date of this deed to amend; and
 - 6.1.3 on the basis that the disclosure information in relation to those properties is the information provided to the Tauranga Moana Iwi Collective in relation to Tauranga Boys' College site on 7 September 2012 and Tauranga Primary School site on 2 October 2012 and in respect of both sites, subsequently to the governance entity on 4 August 2014.
- 6.2 Paragraph 6.19 of the property redress schedule applies to each Tauranga school site as if the transfer period for the site commenced on the date of this deed to amend.
- 6.3 For the purposes of clause 6.1, "new commercial redress property" means the property described as 31 Park Road, Katikati in part 4 of the property redress schedule, as amended by this deed.

7. NGĀTI RANGIWEWEHI AND TAPUIKA SETTLEMENT DEEDS

- 7.1 The parties intend that –
- 7.1.1 this deed is the deed to amend referred to in clause 6.5.4 of the Ngāti Rangiwewehi settlement deed and in clause 6.5.4 of the Tapuika settlement deed; and
 - 7.1.2 accordingly, the condition in each of those clauses is satisfied.

8. DEFINITIONS AND INTERPRETATION

- 8.1 Unless the context otherwise requires:
- "**deed of settlement**" and "**deed**" have the meaning given to "deed of settlement" by paragraph A of the background;
- "**parties**" means the trustees and the Crown; and
- "**revised version of the deed of settlement**" means a revised version of the deed of settlement agreed to, and identified as such, by the parties on the date of this deed.
- 8.2 Unless the context requires otherwise:

DEED TO AMEND THE DEED OF SETTLEMENT

- 8.2.1 terms or expressions defined in the deed of settlement have the same meanings in this deed; and
- 8.2.2 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 on the 26th day of September 2014

SIGNED by the trustees of the **NGĀ HAPŪ O NGĀTI RANGINUI SETTLEMENT TRUST** as trustees of that trust in the presence of:



Kimiora Rawiri
Ngāti Hangarau



Te Pio Kawe
Ngāi Te Ahi



Phillip Hikairo
Wairoa hapū



Rob Urwin
Ngāi Tamarāwaho



Rhesa Jason Ake
Pirirākau

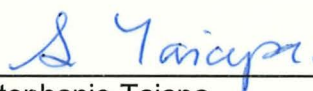


Shadrach Rolleston
Pirirākau

DEED TO AMEND THE DEED OF SETTLEMENT



Lance Waaka
Ngāti Ruahine

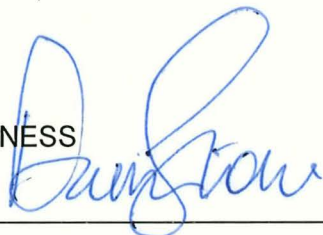


Stephanie Taiapa
Ngāti Taka



Mikere Wairua
Ngāti Te Wai

WITNESS



Name: DAMIAN HOHEPA STONE


Occupation: SOLICITOR

Address: WELLINGTON

DEED TO AMEND THE DEED OF SETTLEMENT

SIGNED for and on behalf of THE CROWN by –

The Minister for Treaty of Waitangi
Negotiations in the presence of –



Hon Christopher Finlayson

WITNESS

B. Consignedine

Name: BERNADETTE CONSEIDINE

Occupation: PRIVATE SECRETARY

Address: WELLINGTON

The Minister of Finance
(only in relation to the tax indemnities)
in the presence of –



Hon Simon William English

WITNESS

Andreaere Houkamaui

Name: Andreaere Houkamaui

Occupation: Senior Ministerial Advisor

Address: Wellington

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
Clause 4.14.2(b)	The words "or a Tauranga school site" are inserted after "redress property" in this clause.
New clauses 5.13A to 5.13G	<p>The following new clauses, and their associated headings, are inserted immediately after clause 5.13:</p> <p style="text-align: center;"><i>"Jointly vested as a scenic reserve"</i></p> <p>5.13A The settlement legislation will, on the terms provided by paragraph 9.18 of the legislative matters schedule, vest the fee simple estate in Pūwhenua (recorded name is Puwhenua) (as shown on deed plan OTS-078-023) as a scenic reserve in the following entities as tenants in common:</p> <p style="padding-left: 40px;">5.13A.1 the governance entity as to an undivided 1/6 share;</p> <p style="padding-left: 40px;">5.13A.2 the Tapuika governance entity as to an undivided 1/6 share;</p> <p style="padding-left: 40px;">5.13A.3 Te Kapu o Waitaha as to an undivided 1/6 share;</p> <p style="padding-left: 40px;">5.13A.4 the Ngāti Rangiwewehi governance entity as to an undivided 1/6 share;</p> <p style="padding-left: 40px;">5.13A.5 the Ngāi Te Rangi governance entity as to an undivided 1/6 share; and</p> <p style="padding-left: 40px;">5.13A.6 the Ngāti Pūkenga governance entity as to an undivided 1/6 share.</p> <p>5.13B The settlement legislation will on the terms provided by paragraph 11.8 of the legislative matters schedule, establish a joint management body which will be the administering body for the reserve.</p>

DEED TO AMEND THE DEED OF SETTLEMENT

Jointly vested as a scenic reserve subject to a right of way

5.13C The settlement legislation will, on the terms provided by paragraph 9.17.6 of the legislative matters schedule, vest the fee simple estate in Otānewainuku (recorded name is Otanewainuku) (as shown on deed plan OTS-078-024) as a scenic reserve in the following entities as tenants in common:

5.13C.1 the governance entity as to an undivided 1/6 share;

5.13C.2 the Tapuika governance entity as to an undivided 1/6 share;

5.13C.3 Te Kapu o Waitaha as to an undivided 1/6 share;

5.13C.4 the Ngāti Rangiwewehi governance entity as to an undivided 1/6 share;

5.13C.5 the Ngāi Te Rangi governance entity as to an undivided 1/6 share; and

5.13C.6 the Ngāti Pūkenga governance entity as to an undivided 1/6 share.

5.13D The settlement legislation will, on the terms provided by paragraph 9.17.6 of the legislative matters schedule, provide that the vesting under paragraph 5.13C is subject to a right of way easement in gross.

5.13E The settlement legislation will, on the terms provided by paragraph 11.8 of the legislative matters schedule, establish a joint management body which will be the administering body for the reserve.

Vesting date for Pūwhenua and Otānewainuku

5.13F The settlement legislation will, on the terms provided by paragraph 9.19.1 of the legislative matters schedule, provide that the vestings of, and establishment of the joint management bodies for, Pūwhenua and Otānewainuku will occur on a date to be specified by the Governor-General by Order in Council, on recommendation by the Minister of Conservation.

5.13G The settlement legislation will, on the terms provided by paragraph 9.19.2 of the legislative matters schedule, provide that the Minister must not make the recommendation referred to in clause 5.13F to the Governor-General until the following Acts of Parliament have come into force:

DEED TO AMEND THE DEED OF SETTLEMENT

	<p>5.13G.1 the settlement legislation; and</p> <p>5.13G.2 the legislation required to be proposed for introduction to the House of Representatives under each of the following deeds:</p> <ul style="list-style-type: none"> (a) the Waitaha settlement deed; (b) the Tapuika settlement deed; (c) the Ngāti Rangiwewehi settlement deed; (d) the Ngāti Pūkenga settlement deed; (e) the Ngāi Te Rangi settlement deed.”
New clauses 5.15A and 5.15B	<p>The following new clauses, and their associated heading, are inserted immediately after clause 5.15:</p> <p>“STATEMENT OF SIGNIFICANCE FOR KAREWA ISLAND</p> <p>5.15A The Crown must, on or before the settlement date, provide the Ngāi Te Rangi governance entity with a copy of the Ngāti Ranginui statement of significance for Kawera Island.</p> <p>5.15B The statement of significance is set out in part 5 of the documents schedule.”</p>
Clause 6.1.2(a)	<p>This clause is amended by the insertion of the following words after the words “clause 6.2”:</p> <p>“and any subsequent on-account payment made by the Crown”.</p>
Clause 6.1.2(c)	<p>The amount of “\$4,453,478” in this item is replaced with the amount “\$4,598,598”.</p>
Clause 6.1.2(d)	<p>This clause is deleted and the subsequent clause is consequentially renumbered clause 6.1.2(d).</p>
Clause 6.1.2(d)	<p>The words in renumbered clause 6.2.1(d) are deleted and replaced with the words “if clause 6.16 applies, \$120,740 being 20% of the total value attributable to the Pūwhenua Forest, but reduced in accordance with clause 6.16.1.”.</p>

DEED TO AMEND THE DEED OF SETTLEMENT

<p>Clauses 6.4 and 6.5</p>	<p>These clauses are deleted and replaced as follows:</p> <p>“6.4 The governance entity has a right to elect to purchase the Harrisfield Drive property.</p> <p>6.5 The right to elect is for 24 months after the settlement date and is on, and subject to the terms and conditions in part 4A of the property redress schedule.”</p>
<p>New clauses 6.11A, 6.11B and 6.11C</p>	<p>The following new clauses, and their associated heading, are inserted immediately after clause 6.11:</p> <p style="text-align: center;">“TAURANGA SCHOOL SITES</p> <p>6.11A Each Tauranga school site is to be –</p> <p style="padding-left: 40px;">6.11A.1 sold by the Crown to the governance entity on the settlement date and on the terms of transfer in part 6 of the property redress schedule; and</p> <p style="padding-left: 40px;">6.11A.2 as described, and is to have the transfer value provided, in part 4AA of the property redress schedule.</p> <p>6.11B The Crown and the governance entity are to be treated as having entered into an agreement for the sale and purchase of each Tauranga school site at its transfer value plus GST if any, on the terms in part 6 and under which –</p> <p style="padding-left: 40px;">6.11B.1 on the settlement date –</p> <p style="padding-left: 80px;">(a) the Crown must transfer the property to the governance entity; and</p> <p style="padding-left: 80px;">(b) the governance entity must pay to the Crown an amount equal to the transfer value of the property, plus GST if any, by –</p> <p style="padding-left: 120px;">(i) bank cheque drawn on a registered bank and payable to the Crown; or</p> <p style="padding-left: 120px;">(ii) another payment method agreed by the parties; and</p> <p style="padding-left: 40px;">6.11B.2 the parties must, by or on the settlement date, sign the memorandum of lease on the terms and conditions provided by the lease for that property in part 2.1 of the documents schedule (being a registrable ground lease for</p>

DEED TO AMEND THE DEED OF SETTLEMENT

	<p>the property, ownership of the improvements remaining unaffected by the purchase) –</p> <p>(a) commencing on the date of transfer; and</p> <p>(b) at the initial annual rent specified in part 4AA of the property redress schedule.</p> <p>6.11C The transfer of each Tauranga school site will be –</p> <p>6.11C.1 subject to, and where applicable with the benefit of, the encumbrances provided in the property redress schedule in relation to that property; and</p> <p>6.11C.2 subject to the governance entity providing to the Crown by or on the settlement date the memoranda of lease referred to in clause 6.11B.2.”</p>
<p>Clause 6.14</p>	<p>The heading above this clause and the reference in it to “Puwhenua Forest Lands” are deleted and replaced with “Pūwhenua Forest”.</p>
<p>Clauses 6.15 to 6.19</p>	<p>These clauses are deleted and replaced as follows:</p> <p>“6.15 Clause 6.6 of the Tapuika settlement deed applies if, before the final effective date each of the following events has occurred:</p> <p>6.15.1 the governance entity, the Ngāti Rangiwewehi governance entity and the Tapuika governance entity have jointly given a notice in writing to the Crown –</p> <p>(a) confirming that they have established a limited liability company under the Companies Act 1993 to take a transfer of Pūwhenua Forest in accordance with clause 6.6 of the Tapuika settlement deed; and</p> <p>(b) identifying the name of the limited liability company;</p> <p>6.15.2 the Crown has confirmed in writing to the governance entity, the Ngāti Rangiwewehi governance entity and the Tapuika governance entity, that the RRT joint entity is appropriate to receive the Pūwhenua Forest as redress;</p> <p>6.15.3 the RRT joint entity has entered into a deed of covenant with the Crown agreeing to be bound by clause 6.6 of the Tapuika settlement deed as if the RRT joint entity had signed that deed for that purpose.</p>

DEED TO AMEND THE DEED OF SETTLEMENT

	<p>6.16 If clause 6.6 of the Tapuika settlement deed applies –</p> <p>6.16.1 in determining the amount payable under clause 6.1, the Crown must account to the governance entity for 20% of stumpage rental the Crown receives under the Pūwhenua Forest Lease for the period commencing on 30 June 2012 and expiring on 16 December 2012 by deducting that amount from the transfer value of Pūwhenua Forest specified in clause 6.1.2; and</p> <p>6.16.2 from 16 December 2012 until the “TSP settlement date for Pūwhenua Forest” under the Tapuika settlement deed (being the date that the Crown is obliged to transfer Pūwhenua Forest to the RRT joint entity), the Crown must hold all stumpage fees it receives under the Pūwhenua Forest Lease in an interest bearing trust account; and</p> <p>6.16.3 on that TSP settlement date the Crown must pay to the governance entity 20% of the stumpage fees held under clause 6.16.2 and interest received less withholding tax.</p> <p>6.17 Clause 6.18 applies from the final effective date if all the events referred to in clause 6.5 of the Tapuika settlement deed have not occurred on that date.</p> <p>6.18 Pūwhenua Forest is no longer a commercial redress property under the Tapuika settlement deed and is instead a deferred selection property, that is a separate valuation property under that deed, and clause 6.8 of the Tapuika settlement deed applies to it (Pūwhenua Forest became a deferred selection property subject to a right to elect to purchase on the terms and conditions in parts 6 and 8 of the property redress schedule to the Tapuika settlement deed).</p> <p>6.18A The Crown must not agree to any amendments to the Tapuika settlement deed relating to Pūwhenua Forest without the consent of the governance entity.</p> <p>6.19 For ease of reference, extracts of the Tapuika settlement deed relating to Pūwhenua Forest are set out in part 13 of the property redress schedule.”.</p>
<p>Clause 6.21</p>	<p>This clause is re-numbered “clause 6.20” (and all subsequent clauses in this part are re-numbered accordingly) and the words “and Tauranga school sites” are inserted after “commercial redress properties” in this clause.</p>

DEED TO AMEND THE DEED OF SETTLEMENT

<p>Re-numbered clause 6.21</p>	<p>Re-numbered clause 6.21, and its associated heading, are deleted and replaced with the following:</p> <p style="text-align: center;">“RIGHT OF FIRST REFUSAL OVER RFR LAND</p> <p>6.21 The governance entity is to have a right of first refusal in relation to a disposal of RFR land, being the land listed in tables 1, 2 and 3 of part 3 of the attachments as RFR land that, on the settlement date –</p> <p>6.21.1 is vested in the Crown; or</p> <p>6.21.2 the fee simple for which is held by the Crown, Housing New Zealand Corporation or the Bay of Plenty District Health Board.”</p>
<p>Re-numbered clause 6.22</p>	<p>The number “171” in this clause is replaced with “174”.</p>
<p>New clauses 6.22A and 6.22B</p>	<p>The following new clauses are inserted immediately after re-numbered clause 6.22:</p> <p>“6.22A The governance entity confirms that the right of first refusal does not apply to any Te Puna Katikati RFR land (being land described in table 3 of part 3 of the attachments) that is required as a cultural redress property for the settling of historical claims under the Treaty of Waitangi.</p> <p>6.22B To give effect to this, the settlement legislation will, as provided by paragraph 13.4A of the legislative matters schedule, provide for the removal of any Te Puna Katikati RFR land required for another Treaty settlement.”</p>
<p>Clause 9.9.1</p>	<p>This clause is amended by replacing the number “36” with the number “48”.</p>
<p>General matters, new paragraph 2.1.2</p>	<p>The following new paragraph is inserted immediately after paragraph 2.1.1 as follows:</p> <p>“2.1.2 in relation to the amount of any other on-account payment made before the settlement date, on the date that the on-account payment is made; and”.</p>

DEED TO AMEND THE DEED OF SETTLEMENT

<p>General matters, paragraph 2.1.3</p>	<p>Existing paragraph 2.1.2 is renumbered paragraph 2.1.3 and the following words are inserted after "2.2.3" before the closing bracket:</p> <p>"and by any other on-account payment made before the settlement date".</p>
<p>General matters, paragraphs 3.3.2 and 3.4.4</p>	<p>The following words are inserted in each of these paragraphs after "RFR land":</p> <p>"or the Harrisfield Drive property or a Tauranga school site".</p>
<p>General matters, paragraph 4.2</p>	<p>The following words are added to the end of this paragraph:</p> <p>", the Harrisfield Drive property and each Tauranga school site".</p>
<p>General matters, paragraph 6.1</p>	<p>The following items are inserted in the definition of "authorised person" immediately after item (d):</p> <p>"(e) in relation to the Harrisfield Drive property, means a person authorised by the Secretary for Justice; and</p> <p>(f) in relation to each Tauranga school site, means a person authorised by the Chief Executive of the Ministry of Education; and".</p> <p>The following item (c) is added to the definition of "Crown leaseback":</p> <p>"(c) a Tauranga school site, the lease to be entered into by the governance entity and the Crown under clauses 6.11A to 6.11C; and".</p> <p>The words "the Harrisfield Drive property, each Tauranga school site and" are inserted in the definition of "Crown redress" before "the Tauranga Police Station Improvements" in items (b)(i) and (d)(ii) of that definition.</p> <p>The words "tables 1 and 2" are inserted after "described in" in the definition of commercial redress property.</p> <p>The following new definition final effective date is inserted immediately after encumbrance as follows:</p> <p style="padding-left: 40px;">"final effective date means the date that is 20 business days after the date of the first reading by the House of Representatives of the last remaining bill to be introduced to the House under this deed, the Ngāti Rangiwewehi settlement deed and the Tapuika settlement deed; and".</p>

DEED TO AMEND THE DEED OF SETTLEMENT

A new item (e) is added to the definition of "land holding agency" as follows:

"(e) in relation to a Tauranga school site, the Ministry of Education; and".

The words ", each Tauranga school site" are inserted after "redress property" in the definition of "leaseback property".

The following new definitions are inserted in the correct alphabetical order:

"Ngāi Te Rangi governance entity means the post settlement governance entity to be established or defined under the Ngāi Te Rangi settlement deed; and".

"Ngāi Te Rangi settlement deed means the deed of settlement between Ngāi Te Rangi, Ngā Potiki and the Crown settling the historical Treaty of Waitangi claims of Ngāi Te Rangi and Ngā Potiki; and".

"Ngāti Pukenga governance entity means the post settlement governance entity to be established or defined under the Ngāti Pukenga settlement deed; and".

"Ngāti Pukenga settlement deed means the deed of settlement between Ngāti Pukenga and the Crown settling the historical Treaty of Waitangi claims of Ngāti Pukenga; and".

"Ngāti Rangiwewehi governance entity means the post settlement governance entity to be established or defined in the Ngāti Rangiwewehi settlement deed; and".

"Ngāti Rangiwewehi settlement deed means the deed of settlement between Ngāti Rangiwewehi and the Crown settling the historical Treaty of Waitangi claims of Ngāti Rangiwewehi; and".

The definition **Pūwhenua Forest Lands** is deleted and replaced as follows:

"Pūwhenua Forest has the meaning given to "Pūwhenua Forest" in the Tapuika settlement deed; and".

The following new definition is inserted immediately after **Pūwhenua Forest** as follows:

"Pūwhenua Forest Lease means the lease dated 19 September 1978 registered as instrument H773890 and comprised in computer interest register 78908; and".

DEED TO AMEND THE DEED OF SETTLEMENT

	<p>The following new definitions are inserted in their correct alphabetical order:</p> <p>“Tapuika governance entity means the post settlement governance entity to be established or defined under the Tapuika settlement deed; and”.</p> <p>“Tapuika settlement deed means the deed of settlement between Tapuika and the Crown settling the historical Treaty of Waitangi claims of Tapuika; and”.</p> <p>“Tauranga school site means each property described in table 4AA of the property redress schedule; and”.</p> <p>The following new definition Te Kapu o Waitaha is inserted immediately after the definition terms of negotiation as follows:</p> <p>“Te Kapu o Waitaha means the governance entity under the Waitaha settlement deed; and”.</p> <p>The definition of transfer value is deleted and replaced by the following definition:</p> <p>“transfer value, in relation to –</p> <p>(a) an early release commercial property or a commercial redress property, means the transfer value specified in the letter referred to in clause 6.8.3; and</p> <p>(b) a Tauranga school site, means the transfer value specified in part 4AA of the property redress schedule; and”</p> <p>The following new definition Waitaha settlement deed is inserted immediately after the definition vesting as follows:</p> <p>“Waitaha settlement deed means the deed of settlement between Waitaha and the Crown settling the historical Treaty of Waitangi claims of Waitaha; and”.</p>
Property redress, paragraph 1.1.1(e)	<p>The words in this paragraph are deleted and replaced with:</p> <p>“Pūwhenua Forest on 22 March 2012;”.</p>

DEED TO AMEND THE DEED OF SETTLEMENT

Property redress, new paragraph 1.1.3	The following new paragraph is inserted immediately after paragraph 1.1.2: "1.1.3 must provide information to the governance entity on the Harrisfield Drive property if the governance entity has, in accordance with part 4A of this schedule, given the Crown notice of interest in purchasing the Harrisfield Drive property; and", and the next paragraph is consequentially renumbered.					
Property redress, new paragraph 1.2.1(c)	The following new paragraph is inserted immediately after paragraph 1.2.1(b): "(c) the Harrisfield Drive property if it has been purchased; and", and the next paragraph is consequentially renumbered.					
Property redress, new paragraph 1.6.3	The following new paragraph is inserted immediately after paragraph 1.6.2: "1.6.3 the Harrisfield Drive property, the day on which the governance entity gives an election notice electing to purchase the Harrisfield Drive property; and", and the next paragraph is consequentially renumbered.					
Property redress, part 4	The following property description is inserted in table 1 of this part as the first property description:					
	Land holding agency	Property Name	Hapū Association	Name / Address	Legal Description South Auckland Land District	Encumbrances
	Ministry of Justice (Office of Treaty Settlements)		Ngāti Te Wai	31 Park Road, Katikati	0.1012 hectares, more or less, being Lot 5 DP 31304. All computer freehold register 422193.	Subject to an unregistered deed of lease to TMIC Leasing Company Limited and the existing lease referred to in that deed of lease if the existing lease is current on the date of the property transfers.
Property redress, new part 4AA	A new part 4AA in the form set out in schedule 2 to this deed is inserted immediately after part 4.					

DEED TO AMEND THE DEED OF SETTLEMENT

Property redress, new part 4A	A new part 4A of the property redress schedule in the form set out in schedule 3 to this deed is inserted immediately after new part 4AA of the property redress schedule.
Property redress, part 6	The following words are inserted at the end of the heading to this part: “, HARRISFIELD DRIVE PROPERTY AND TAURANGA SCHOOL SITES”.
	<p>The following headings and new paragraphs 6.44 to 6.53 are inserted at the end of this part:</p> <p>“HARRISFIELD DRIVE PROPERTY AND TAURANGA SCHOOL SITES</p> <p>6.44 This part and part 11 apply to the transfer by the Crown to the governance entity of the Harrisfield Drive property and each Tauranga school site as if –</p> <p style="padding-left: 40px;">6.44.1 references to “a commercial redress property” were to “a commercial redress property or the Harrisfield Drive property or each Tauranga school site”; and</p> <p style="padding-left: 40px;">6.44.2 references to “the commercial redress property” were references to “the Harrisfield Drive property and each Tauranga school site”; and</p> <p style="padding-left: 40px;">6.44.3 in relation to –</p> <p style="padding-left: 80px;">(a) the Harrisfield Drive property and subject to paragraphs 6.44.4 and 6.44.5, references to “settlement date” or to “settlement date for the property” were references to “the HD settlement date”; and</p> <p style="padding-left: 80px;">(b) each Tauranga school site and subject to paragraphs 6.44.4 and 6.44.5, references to “settlement date” were references to “the TSS settlement date”; and</p> <p style="padding-left: 40px;">6.44.4 paragraph 6.29 does not apply to the Harrisfield drive property or to a Tauranga school site; and</p> <p style="padding-left: 40px;">6.44.5 references to “settlement date” in the following paragraphs were references to “the date on which settlement of the Harrisfield Drive property or a Tauranga school site takes place”: paragraphs 6.8, 6.10, 6.13, 6.20.1, 6.20.2, 6.21 to 6.31, 6.33.1, 6.41, 12.2 (definition of “transfer period”).</p>

DEED TO AMEND THE DEED OF SETTLEMENT

INTEREST

6.45 If for any reason (other than the default of the Crown) all or any of the amount payable by the governance entity to the Crown in relation to the Harrisfield Drive property is not paid on the HD settlement date, or in relation to a Tauranga school site is not paid on the TSS settlement date –

6.45.1 the Crown is not required to give possession of the property to the governance entity; and

6.45.2 the governance entity must pay the Crown default interest at the rate of 12% per annum on the unpaid amount (plus GST if any) for the period from the HD settlement date or the TSS settlement date (as the case may be) to the date on which settlement of the property takes place.

6.46 Paragraph 6.45 is without prejudice to any of the Crown's other rights or remedies available to the crown at law or in equity.

SETTLEMENT NOTICE

6.47 If, without the written agreement of the parties, settlement of the Harrisfield Drive property is not effected on the HD settlement date or settlement of a Tauranga school site is not effected on the TSS settlement date –

6.47.1 either party may at any time after the HD settlement date or TSS settlement date (as the case may be) serve notice on the other (a **settlement notice**) requiring the other to effect settlement; but

6.47.2 the settlement notice is effective only if the party serving it is –

(a) ready, able, and willing to effect settlement in accordance with the settlement notice; or

(b) not ready, able, and willing to effect settlement only by reason of the default or omission of the other party; and

6.47.3 upon service of a settlement notice, the party on which it is served must effect settlement within 10 business days after the date of service (excluding the date of service); and

6.47.4 time is of the essence under paragraph 6.47.3; and

6.47.5 if the party in default does not comply with the terms of a

DEED TO AMEND THE DEED OF SETTLEMENT

	<p>settlement notice, the other party may cancel the agreement constituted by paragraph 4A.4 or clause 6.11B (as the case may be).</p>
6.48	If paragraph 6.38 applies, the governance entity may not serve a settlement notice on the grounds that a computer freehold register has not been created for the property.
6.49	Paragraph 6.47, and the exercise of rights under it, is without prejudice to any other rights or remedies, at law, in equity, or otherwise, that the party not in default may have.
	GST
6.50	The governance entity must give the following information in relation to the factual situation that will exist at the HD settlement date for the Harrisfield Drive property and at the TSS settlement date for each Tauranga school site (relevant date in this paragraph and paragraphs 6.51 to 6.53):
	6.50.1 whether or not the governance entity is a registered person for GST purposes; and
	6.50.2 the governance entity's registration number (if any); and
	6.50.3 whether or not the governance entity intends to use the property for the purposes of making taxable supplies; and
	6.50.4 whether or not the governance entity intends to use the property as a principal place of residence of the governance entity or a person associated with the governance entity under section 2A(1)(c) of the Goods and Services Tax Act 1985.
6.51	If any of that information alters before the relevant date, the governance entity must forthwith notify the Crown and warrants the correctness of that altered information.
6.52	If the information provided (subject to alteration, if any) indicates that, at the relevant date, each of the following statements is correct and the supply of the property is a taxable supply by the Crown, the parties agree that GST will apply to the supply at the rate of zero percent:
	6.52.1 the governance entity is a registered person for GST purposes; and
	6.52.2 the governance entity intends to use the property for the

DEED TO AMEND THE DEED OF SETTLEMENT

	<p style="text-align: center;">purposes of making taxable supplies; and</p> <p style="text-align: center;">6.52.3 the governance entity does not intend to use the property as a principal place of residence of the governance entity or a person associated with the governance entity under section 2A(1)(c) of the Goods and Services Tax Act 1985.</p> <p>6.53 The information must be given –</p> <p style="padding-left: 40px;">6.53.1 in relation to the Harrisfield Drive property, with the election notice electing to purchase the property;</p> <p style="padding-left: 40px;">6.53.1 in relation to each Tauranga school site, no later than 20 business days before the TSS settlement date.</p>
<p>Property redress, paragraph 11.1</p>	<p>The following words are inserted after "Station Improvements" on the first occasion that phrase appears in this paragraph:</p> <p style="padding-left: 40px;">"or the Harrisfield Drive property or a Tauranga school site".</p>
<p>Property redress, paragraph 12.2</p>	<p>The following words are added to the end of the definition of Lessee's improvements in this paragraph:</p> <p style="padding-left: 40px;">"and, in relation to Omokoroa School site, the Part Te Puna School site and the Tauranga school sites, has the meaning given to it in the Crown leaseback for the site; and".</p> <p>The following definitions are inserted in this paragraph in the correct alphabetical order:</p> <p style="padding-left: 40px;">"HD settlement date means the date that is 20 business days after the Crown receives an election notice under paragraph 4A.4; and"</p> <p style="padding-left: 40px;">"TSS settlement date means the date that is 40 business days after the settlement date; and".</p> <p>The following words are inserted after "properties" in the definition of terms of transfer in this paragraph:</p> <p style="padding-left: 40px;">", the Harrisfield Drive property and the Tauranga school sites".</p>

DEED TO AMEND THE DEED OF SETTLEMENT

Legislative matters, paragraph 4.5.1	Item (a) of this paragraph is deleted and replaced with the following: “(a) all or part of a redress property, a Tauranga school site, or an early release commercial property, or RFR land; and”
Legislative matters, paragraph 9.1.1	“Otānewainuku:” is inserted as new paragraph (p). “Pūwhenua; and” is inserted as new paragraph (q).
Legislative matters, paragraphs 9.17 to 9.19	New headings and paragraphs 9.17 to 9.21 are inserted as follows: Otānewainuku 9.17 The settlement legislation is to provide that – 9.17.1 Otānewainuku ceases to be a conservation area under the Conservation Act 1987; and 9.17.2 an undivided 1/6 share of the fee simple estate in Otānewainuku vests in each of the following entities as tenants in common: (a) the Ngāti Ranginui governance entity; (b) the Ngāi Te Rangi governance entity; (c) the Ngāti Pūkenga governance entity; (d) the Waitaha governance entity; (e) the Tapuika governance entity; (f) the Ngāti Rangiwewehi governance entity; and 9.17.3 Otānewainuku is declared a reserve and classified as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act; and 9.17.4 the reserve created under paragraph 9.17.3 is named Otānewainuku Scenic Reserve; and 9.17.5 the joint management body of the reserve to be established by paragraph 11.8 is the administering body of the reserve as if the reserve were vested in that body under section 26 of the

DEED TO AMEND THE DEED OF SETTLEMENT

	<p>Reserves Act 1977;</p> <p>9.17.6 paragraphs 9.17.1 to 9.17.5 are subject to each entity referred to in paragraph 9.17.2 providing the Crown with a registrable right of way easement in gross in relation to Otānewainuku over the area marked A and B on OTS-078-024 on the terms and conditions set out in part 2.8 of the documents schedule;</p> <p>9.17.7 the easement referred to in paragraph 9.17.6:</p> <ul style="list-style-type: none">(a) is enforceable in accordance with its terms, despite the provisions of the Reserves Act 1977; and(b) is to be treated as having been granted in accordance with that Act. <p>Pūwhenua</p> <p>9.18 The settlement legislation is to provide that –</p> <p>9.18.1 Pūwhenua ceases to be a conservation area under the Conservation Act 1987; and</p> <p>9.18.2 an undivided 1/6 share of the fee simple estate in Pūwhenua vests in each of the following entities as tenants in common:</p> <ul style="list-style-type: none">(a) the Ngāti Ranginui governance entity;(b) the Ngāi Te Rangi governance entity;(c) the Ngāti Pūkenga governance entity;(d) the Waitaha governance entity;(e) the Tapuika governance entity;(f) the Ngāti Rangiwewehi governance entity; and <p>9.18.3 Pūwhenua is declared a reserve and classified as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act 1977; and</p> <p>9.18.4 the reserve created under paragraph 9.18.3 is named Pūwhenua Scenic Reserve; and</p> <p>9.18.5 the joint management body of the reserve to be established</p>
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DEED TO AMEND THE DEED OF SETTLEMENT

	<p>by paragraph 11.8 is the administering body of the reserve as if the reserve were vested in that body under section 26 of the Reserves Act 1977.</p> <p align="center">Vesting mechanism for Otānewainuku and Pūwhenua</p> <p>9.19 The settlement legislation is to provide that –</p> <p>9.19.1 the undivided shares in the fee simple estate in Otānewainuku and Pūwhenua vest on a date specified by Order in Council made by the Governor-General on the recommendation of the Minister of Conservation; and</p> <p>9.19.2 the Minister of Conservation may not make a recommendation –</p> <p>(a) unless and until legislation is enacted to settle the historical claims of all the iwi referred to in paragraph 9.17.2 and 9.18.2; and</p> <p>(b) that legislation, in each case, provides for the vesting, on a date specified by Order in Council, of the fee simple estate in Otānewainuku and Pūwhenua as undivided equal shares in the entities referred to in paragraph 9.17.2 and 9.18.2 as tenants in common.</p>
<p>Legislative matters, new paragraph 10.15.3</p>	<p>“,” is deleted from the end of paragraph 10.15.2 and replaced with “; and” and a new paragraph 10.15.3 is inserted immediately after as follows:</p> <p>“10.15.3 for Otānewainuku and Pūwhenua, the Registrar-General must, in accordance with a written application by an authorised person, –</p> <p>(a) create a computer freehold register for an undivided one sixth share of the fee simple estate in the property in the name of the governance entity; and</p> <p>(b) record on the computer freehold register any interests that are registered, notified, or notifiable and that are described in the application.”</p>
<p>Legislative matters, paragraph 10.16.2</p>	<p>The words in this paragraph are deleted and replaced as follows:</p> <p>“the computer freehold register must be created as soon as reasonably practicable after the settlement date or, in the case of Otānewainuku and Pūwhenua, the vesting date under paragraph 9.19.1, but no later than –</p>

DEED TO AMEND THE DEED OF SETTLEMENT

	<p>(a) 24 months after whichever of those dates is relevant; or</p> <p>(b) any later date that may be agreed in writing by the Crown, the governance entity and any other entity in whom a property is vested.”</p>
<p>Legislative matters, paragraph 10.18</p>	<p>The words in this paragraph are deleted and replaced as follows:</p> <p>“10.18 The Registrar-General of Land is to be required to notify –</p> <p>10.18.1 on the computer freehold register for a reserve site (other than Otānewainuku and Pūwhenua) that –</p> <p>(a) the land is subject to Part 4A of the Conservation Act 1987; but</p> <p>(b) section 24 of that Act does not apply; and</p> <p>(c) the land is subject to –</p> <p>(i) paragraph 11.4 in the case of Te Rī o Ruahine and Te Rī o Tamarāwaho; and</p> <p>(ii) paragraph 11.3 in all other cases; and</p> <p>10.18.2 on the computer freehold register created under paragraph 10.15.3 for Otānewainuku and Pūwhenua that –</p> <p>(a) the land is subject to Part 4A of the Conservation Act 1987; but</p> <p>(b) section 24 of that Act does not apply; and</p> <p>10.18.3 on the computer freehold register for any other cultural redress property that the land is subject to Part 4A of the Conservation Act 1987.”</p>
<p>Legislative matters, paragraph 10.20</p>	<p>The words in this paragraph are deleted and replaced as follows:</p> <p>“10.20 The settlement legislation is to provide that –</p> <p>10.20.1 if the reservation of a reserve site (other than Otānewainuku and Pūwhenua) is revoked, in relation to –</p> <p>(a) all of the site, the Director-General of Conservation is to apply in writing to the Registrar-General of Land to remove from the computer freehold register for the site the notifications that –</p>

DEED TO AMEND THE DEED OF SETTLEMENT

	<ul style="list-style-type: none"> (i) section 24 of the Conservation Act 1987 does not apply to the site; and (ii) the site is subject to paragraphs 10.17.4, 11.3 and 11.4 as the case requires; or <p>(b) part of the site, the Registrar-General of Land is to ensure that the notifications referred to in paragraph (a) remain on the computer freehold register only for the part of the site that remains a reserve; and</p> <p>10.20.2 if the reservation of Otānewainuku and Pūwhenua is revoked in relation to –</p> <ul style="list-style-type: none"> (a) all of the site, the Registrar-General of Land to remove from a computer freehold register created under paragraph 10.15.3(a) for the site the notifications that – <ul style="list-style-type: none"> (i) section 24 of the Conservation Act does not apply to the site; and (ii) the site is subject to paragraphs 10.5, 10.17 and 11.3; (c) part of the site, the Registrar-General of Land is to ensure that the notifications referred to in paragraph (a) remain on any computer freehold register created under paragraph 10.15.3(a) or derived from a computer freehold register created under that section for the part that remains a reserve. <p>10.20.3 the Registrar-General of Land is to comply with an application received in accordance with paragraphs 10.20.1 or 10.20.2.</p>
<p>Legislative matters, paragraph 11.2.1</p>	<p>The words “except with respect to Otānewainuku and Pūwhenua,” are inserted at the beginning of the paragraph.</p>
<p>Legislative matters, new paragraph 11.2A</p>	<p>The following new paragraph is inserted immediately before paragraph 11.3:</p> <p>“11.2A The settlement legislation is to provide that the fee simple estate of Otānewainuku and Pūwhenua, and each undivided share in the estate, are inalienable.”</p>

DEED TO AMEND THE DEED OF SETTLEMENT

<p>Legislative matters, paragraph 11.3.7</p>	<p>The first three lines of this paragraph are deleted and replaced as follows:</p> <p>“paragraph 11.2A and paragraphs 11.3.1 to 11.3.6 are not to apply to the transfer of the fee simple estate in, respectively, Otānewainuku and Pūwhenua, and reserve land if –”</p>
<p>Legislative matters, new paragraph 11.8</p>	<p>A new heading and paragraph 11.8 are inserted as follows:</p> <p style="text-align: center;"><i>“Joint management body for Otānewainuku and Pūwhenua”</i></p> <p>11.8 The settlement legislation is to provide that:</p> <p style="padding-left: 40px;">11.8.1 a joint management body for Otānewainuku Scenic Reserve and Pūwhenua Scenic Reserve is established:</p> <p style="padding-left: 40px;">11.8.2 the following are appointers for the purposes of this section:</p> <p style="padding-left: 80px;">(a) the governance entity; and</p> <p style="padding-left: 80px;">(b) the Ngāi Te Rangi governance entity; and</p> <p style="padding-left: 80px;">(c) the Ngāti Pūkenga governance entity; and</p> <p style="padding-left: 80px;">(d) the Waitaha governance entity; and</p> <p style="padding-left: 80px;">(e) the Tapuika governance entity; and</p> <p style="padding-left: 80px;">(f) the Ngāti Rangiwewehi governance entity; and</p> <p style="padding-left: 40px;">11.8.3 each appointer under paragraph 11.8.2 may appoint 1 member to the joint management body; and</p> <p style="padding-left: 40px;">11.8.4 a member is appointed only if the appointer gives written notice with the following details to the other appointers:</p> <p style="padding-left: 80px;">(a) the full name, address, and other contact details of the member; and</p> <p style="padding-left: 80px;">(b) the date on which the appointment takes effect, which must be no earlier than the date of this notice; and</p> <p style="padding-left: 40px;">11.8.5 an appointment ends after 5 years or when the appointer replaces the member by making another appointment; and</p> <p style="padding-left: 40px;">11.8.6 a member may be appointed, reappointed, or discharged at</p>

DEED TO AMEND THE DEED OF SETTLEMENT

	<p style="text-align: center;">the discretion of the appointer; and</p> <p>11.8.7 sections 32 to 34 of the Reserves Act 1977 apply to the joint administering body as if it were a board; and</p> <p>11.8.8 however, the first meeting of the body must be held no later than 2 months after the date specified in the Order in Council made under paragraph 9.19.1.”</p>
Legislative matters, part 12 headings	The words “and Tauranga school sites” are inserted at the end of the main heading of this part in upper case and at the end of the heading above paragraph 12.2 in lower case.
Legislative matters, paragraph 12.1	The words “and the Tauranga school sites” are to be inserted after “commercial redress properties” in this paragraph.
Legislative matters, paragraphs 12.2, 12.4, 12.6 and 12.8	The words “or a Tauranga school site” are to be inserted after “a commercial redress property” on each occasion that phrase appears in these paragraphs.
Legislative matters, paragraphs 12.9 to 12.20	Paragraphs 12.9 to 12.20, including headings, are deleted.
Legislative matters, paragraph 13.2.8	The number “171” in this paragraph is replaced with “174”.
Legislative matters, paragraph 13.3	The words “the land is vested in the Crown or the Crown,” are inserted immediately before, and the words “, Bay of Plenty District Health Board” are inserted after, the words “Housing New Zealand Corporation” in this paragraph.

DEED TO AMEND THE DEED OF SETTLEMENT

<p>Legislative matters, new paragraph 13.4A</p>	<p>The following new heading and paragraph are inserted immediately after paragraph 13.4:</p> <p>“Land required for another Treaty settlement to cease to be RFR land</p> <p>13.4A The legislative matters is to provide that –</p> <p>13.4A.1 the Minister for Treaty of Waitangi Negotiations must, for Te Puna Katikati RFR land (being the land described in table 3 of part 3 of the attachments) that is RFR land required for another Treaty settlement, give notice to both the RFR landowner and the governance entity that the land ceases to be RFR land; and</p> <p>13.4A.2 notice must be given before a contract is formed under paragraph 13.9; and</p> <p>13.4A.3 the land ceases to be RFR land on the day on which the notice is given; and</p> <p>13.4A.4 in this paragraph, RFR land required for another Treaty settlement means RFR land that is to be vested or transferred as cultural redress as part of the settling of historical claims under the Treaty of Waitangi.”.</p>
<p>Legislative matters, paragraph 13.12.8</p>	<p>The following new heading and paragraph are inserted immediately after paragraph 13.12.7 and paragraph 13.12.8 is re-numbered accordingly:</p> <p>“Education purposes</p> <p>13.12.8 that was held for education purposes on the settlement date 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”.</p>

DEED TO AMEND THE DEED OF SETTLEMENT

<p>Legislative matters, Appendix</p>	<p>New definitions are inserted at the end of paragraph Appendix 1 as follows:</p> <p><i>Jointly vest in fee simple as a scenic reserve</i></p> <p><i>Pūwhenua</i></p> <table border="1" data-bbox="411 533 1441 1003"> <tr> <td data-bbox="411 533 869 1003"> <p>South Auckland Land District – Western Bay of Plenty District.</p> <p>52.0 hectares, approximately, being Part Lot 4 DPS 85782. Part Computer Freehold Register SA68A/371. Subject to survey.</p> <p>15.5 hectares, approximately, being Part Section 5 Block XIV Otanewainuku Survey District. Part <i>Gazette</i> 1940 page 1059. Subject to survey.</p> <p>As shown on deed plan OTS-078-023.</p> </td> <td data-bbox="874 533 1209 1003"> <p>Scenic reserve subject to section 19(1)(a) of the Reserves Act 1977.</p> </td> <td data-bbox="1214 533 1441 1003"> <p>Associated Hapū: Ngāi Tamarāwaho, Ngāti Ruahine and Ngāi Te Ahi</p> </td> </tr> </table>			<p>South Auckland Land District – Western Bay of Plenty District.</p> <p>52.0 hectares, approximately, being Part Lot 4 DPS 85782. Part Computer Freehold Register SA68A/371. Subject to survey.</p> <p>15.5 hectares, approximately, being Part Section 5 Block XIV Otanewainuku Survey District. Part <i>Gazette</i> 1940 page 1059. Subject to survey.</p> <p>As shown on deed plan OTS-078-023.</p>	<p>Scenic reserve subject to section 19(1)(a) of the Reserves Act 1977.</p>	<p>Associated Hapū: Ngāi Tamarāwaho, Ngāti Ruahine and Ngāi Te Ahi</p>
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<p>Attachments, part 2</p>	<p>Plans in the attachments to the deed of settlement are replaced by the plans in the attachments to the revised version of the deed of settlement.</p>					

DEED TO AMEND THE DEED OF SETTLEMENT

Attachments, part 3	<p>The following heading is inserted at the top of the existing list:</p> <p>"Table 1 – LAND OWNED OR ADMINISTERED BY THE CROWN"</p> <p>A new table 2 and a new table 3 in the form set out in schedule 5 to this deed is inserted immediately after the existing table in this part.</p>
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DEED TO AMEND THE DEED OF SETTLEMENT

SCHEDULE 2

PART 4AA: TAURANGA SCHOOL SITES

Land holding agency	School site name	Legal description	Encumbrances	Transfer value and initial rent
Ministry of Education*	Tauranga Boys College site (land only) 664 Cameron Road Tauranga South	<p>0.9444 hectares, more or less, being Lot 14 DP 969. All Computer Interest Register 371355.</p> <p>Subject to survey.</p> <p>5.7810 hectares, more or less, being Block 32 Church Mission Reserve and Allotments 554, 555, 556, 557, 558, 559, 560, 561, and 562 of Section 2 Town of Tauranga, Part Lot 4 DP 29095, Lots 12, 13, 14, 15 and Part Lots 3, 7, 16, and 20 DP 14326. All Computer Freehold Register 640916.</p> <p>0.7946 hectares, more or less, being Section 1 SO 61395. All Computer Freehold Register 24856.</p> <p>3.9996 hectares, more or less, being Allotments 604, 605, 606, 607, 608, 609, 610, 611, 612, and 613 Section 2 Town of Tauranga. All Gazette Notice H049454.</p>	<p>Subject to Certificate 8567158.1 pursuant to section 77 Building Act 2004 (affects Allotments 554 and 557).</p> <p>Subject to Certificate 9604175.2 pursuant to section 77 Building Act 2004 (affects Allotments 561 and 562).</p> <p>Subject to rights (in gross) to a right of way, to convey water and to drain water and to drain sewage in favour of Tauranga District Council created by Transfer 5366527.1 (affects Computer Freehold Register 24856).</p> <p>Subject to a right to convey petroleum, water and other liquids or gases (in gross) in favour of NGC New Zealand Limited created by Transfer 5618504.1 (affects Computer Freehold Register 24856).</p> <p>Subject to a telecommunications easement (in gross) in favour of Telecom New Zealand Limited created by Transfer 5618504.2 (affects Computer Freehold Register</p>	<p>Transfer value: \$10,480,000</p> <p>Initial annual rent: \$628,800</p>

DEED TO AMEND THE DEED OF SETTLEMENT

			24856). Subject to an electricity easement (in gross) in favour of Powerco Limited created by Transfer 5618504.3 (affects Computer Freehold Register 24856).	
Ministry of Education*	Tauranga Primary School site (land only) 31 Fifth Avenue Tauranga South	0.2150 hectares, more or less, being Lot 1 DP 10739, Part Lots 1, 2 and 3 Block II DP 225 and Part Clarence Street DP 225. All Computer Freehold Register SA300/248. 1.1164 hectares, more or less, being Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 Block I DP 225 and Part Clarence Street DP 225. All Computer Freehold Register SA270/299. 0.3579 hectares, more or less, being Lot 2 DP 4816. All Computer Freehold Register SA169/256. 0.0822 hectares, more or less, being Lot 1 DP 15723. All Computer Freehold Register SA377/38. 0.0776 hectares, approximately, being Part Lot 3 DP 4816. All Gazette Notice H228566. Subject to survey.	Subject to Certificate B643204.1 pursuant to Section 37 Building Act 1991 (affects SA300/248).	Transfer value: \$2,200,000 Initial annual rent: \$132,000

* Indicates the property is a leaseback property

Note: all transfer values and initial annual rents are set out on a plus GST (if any) basis

DEED TO AMEND THE DEED OF SETTLEMENT

SCHEDULE 3

4A DEFERRED PURCHASE

A RIGHT OF PURCHASE

NOTICE OF INTEREST

- 4A.1 The governance entity may, for 24 months after the settlement date, give the Crown a written notice of interest in purchasing the Harrisfield Drive property.

EFFECT OF NOTICE OF INTEREST

- 4A.2 If the governance entity gives, in accordance with this part, a notice of interest in the Harrisfield Drive property –

4A.2.1 the Crown must, not later than 10 business days after the notification date, give the governance entity all material information that, to the best of its knowledge, is in its records about the property, including its encumbrances; and

4A.2.2 the property's transfer value must be determined or agreed in accordance with subpart B.

ELECTION TO PURCHASE

- 4A.3 If the governance entity gives a notice of interest in the Harrisfield Drive property in accordance with this part, it must give the Crown written notice of whether or not it elects to purchase the property, by not later than 15 business days after its transfer value being determined or agreed in accordance with this part.

EFFECT OF ELECTION TO PURCHASE

- 4A.4 If the governance entity gives an election notice electing to acquire the Harrisfield Drive property in accordance with this part, the parties are to be treated as having entered into an agreement for the sale and purchase of the property at the transfer value determined or agreed in accordance with this part, plus GST if any, on the terms in part 6 and under which on the date that is 20 business days after the Crown receives the election notice –

4A.4.1 the Crown must transfer the property to the governance entity; and

4A.4.2 the governance entity must pay to the Crown an amount equal to the transfer value of the property determined or agreed in accordance with this part, plus GST if any, by –

- (a) bank cheque drawn on a registered bank and payable to the Crown; or
- (b) another payment method agreed by the parties.

DEED TO AMEND THE DEED OF SETTLEMENT

B DETERMINING THE TRANSFER VALUE OF THE HARRISFIELD DRIVE PROPERTY

APPLICATION OF THIS SUBPART

- 4A.5 This subpart provides how the transfer value of the Harrisfield Drive property is to be determined after the governance entity has given, in accordance with this part, a notice of interest in the property.
- 4A.6 The market value is to be determined as at the notification date.

APPOINTMENT OF VALUERS AND VALUATION ARBITRATOR

- 4A.7 The parties must, not later than 10 business days after the notification date, –
- 4A.7.1 each –
- (a) instruct a valuer using the form of instructions in appendix 1; and
 - (b) give written notice to the other of the valuer instructed; and
- 4A.7.2 agree upon and jointly appoint one person to act as the valuation arbitrator.
- 4A.8 If the parties do not jointly appoint a valuation arbitrator in accordance with paragraph 4A.7.2, either party may request that the Arbitrators' and Mediators' Institute of New Zealand appoint the valuation arbitrator as soon as is reasonably practicable.

QUALIFICATION OF VALUERS AND VALUATION ARBITRATOR

- 4A.9 Each valuer must be a registered valuer.
- 4A.10 The valuation arbitrator –
- 4A.10.1 must be suitably qualified and experienced in determining disputes about –
- (a) the market value of similar properties; and
 - (b) if applicable, the market rental of similar properties; and
- 4A.10.2 is appointed when he or she confirms his or her willingness to act.

VALUATION REPORTS

- 4A.11 Each valuer must –

DEED TO AMEND THE DEED OF SETTLEMENT

- 4A.11.1 not later than 30 business days after the notification date prepare a draft valuation report in accordance with the valuation instructions; and
- 4A.11.2 not later than 50 business days after the notification date provide a copy of his or her final valuation report to:
 - (a) each party; and
 - (b) the other valuer.

EFFECT OF DELIVERY OF A VALUATION REPORT

- 4A.12 If only one valuation report is delivered by the required date, the transfer value of the Harrisfield Drive property is the market value, as assessed in the report.

EFFECT OF DELIVERY OF BOTH VALUATION REPORTS

- 4A.13 If both valuation reports are delivered by the required date:
 - 4A.13.1 the parties must endeavour to agree in writing the transfer value of the Harrisfield Drive property; and
 - 4A.13.2 either party may, if the transfer value is not agreed in writing within 70 business days after the notification date, refer that matter to the determination of the valuation arbitrator.

VALUATION ARBITRATION

- 4A.14 The valuation arbitrator must, not later than 10 business days after the arbitration commencement date, –
 - 4A.14.1 give notice to the parties of the arbitration meeting, which must be held –
 - (a) at a date, time, and venue determined by the valuation arbitrator after consulting with the parties; but
 - (b) not later than 30 business days after the arbitration commencement date; and
 - 4A.14.2 establish the procedure for the arbitration meeting, including providing each party with the right to examine and re-examine, or cross-examine, as applicable, –
 - (a) each valuer; and
 - (b) any other person giving evidence.

DEED TO AMEND THE DEED OF SETTLEMENT

4A.15 Each party must –

4A.15.1 not later than 5pm on the day that is 5 business days before the arbitration meeting, give to the valuation arbitrator, the other party, and the other party's valuer –

- (a) its valuation report; and
- (b) its submission; and
- (c) any sales or expert evidence that it will present at the meeting; and

4A.15.2 attend the arbitration meeting with its valuer.

4A.16 The valuation arbitrator must –

4A.16.1 have regard to the requirements of natural justice at the arbitration meeting; and

4A.16.2 no later than 50 business days after the arbitration commencement date, give his or her determination –

- (a) of the market value of the Harrisfield Drive property; and
- (b) being no higher than the higher, and no lower than the lower, assessment of market value, contained in the parties' valuation reports.

4A.17 An arbitration under this subpart is an arbitration for the purposes of the Arbitration Act 1996.

TRANSFER VALUE

4A.18 The transfer value of the Harrisfield Drive property for the purposes of paragraph 4A.4.2, is:

4A.18.1 determined under paragraph 4A.12; or

4A.18.2 agreed under paragraph 4A.13.1; or

4A.18.3 the market value determined by the valuation arbitrator under paragraph 4A.16.2.

DEED TO AMEND THE DEED OF SETTLEMENT

C GENERAL PROVISIONS

TIME LIMITS

- 4A.19 Time is of the essence for the time limits in 4A.1 and 4A.3.
- 4A.20 In relation to the time limits in this part, other than those referred to in paragraph 4A.19, each party must use reasonable endeavours to ensure –
- 4A.20.1 those time limits are met and delays are minimised; and
 - 4A.20.2 in particular, if a valuer or a valuation arbitrator appointed under this part is unable to act, a replacement is appointed as soon as is reasonably practicable.

DETERMINATION FINAL AND BINDING

- 4A.21 The valuation arbitrator's determination under subpart B is final and binding.

COSTS

- 4A.22 In relation to the determination of the transfer value of the Harrisfield Drive property, each party must pay –
- 4A.22.1 its costs; and
 - 4A.22.2 half the costs of a valuation arbitration; or
 - 4A.22.3 such other proportion of the costs of a valuation arbitration awarded by the valuation arbitrator as the result of a party's unreasonable conduct.

ENDING OF OBLIGATIONS

- 4A.23 The Crown's obligations under this deed in relation to the Harrisfield Drive property immediately cease if –
- 4A.23.1 the governance entity –
 - (a) does not give notice of interest in relation to the property in accordance with paragraph 4A.1; or
 - (b) gives notice of interest in relation to the property in accordance with paragraph 4A.1 but the governance entity –
 - (i) gives an election notice under which it elects not to purchase the property; or

DEED TO AMEND THE DEED OF SETTLEMENT

- (ii) does not give an election notice in accordance with paragraph 4A.3 electing to purchase the property; or
 - (c) gives the Crown written notice that it is not interested in purchasing the property at any time before an agreement for the sale and purchase of the property is constituted under paragraph 4A.4; or
 - (d) does not comply with any obligation in relation to the property under subpart B; or
- 4A.23.2 an agreement for the sale and purchase of the property is constituted under paragraph 4A.4 and the agreement is cancelled in accordance with the terms of transfer in part 6.

DEED TO AMEND THE DEED OF SETTLEMENT

APPENDIX 1

[*Valuer's name*]

[*Address*]

Valuation instructions

INTRODUCTION

[*Name*] (the **governance entity**) has the right under a deed of settlement to purchase a property from [*name*] (the **land holding agency**).

This right is given by:

- (a) clauses 6.4 and 6.5 of the deed of settlement; and
- (b) part 4A of the property redress schedule to the deed of settlement (**part 4A**).

PROPERTY TO BE VALUED

The governance entity has given the land holding agency a notice of interest in purchasing the Harrisfield Drive property, being [*insert legal description*].

DEED OF SETTLEMENT

A copy of the deed of settlement is enclosed.

Your attention is drawn to part 4A.

ASSESSMENT OF MARKET VALUE REQUIRED

You are required to undertake a valuation to assess the market value of the property as at [*date*] (the **valuation date**), being the date the land holding agency received the notice of interest in the property from the governance entity.

The [*land holding agency*][*governance entity*][~~one~~] will require another registered valuer to assess the market value of the property as at the valuation date.

The two valuations are to enable the market value of the property to be determined either:

- (a) by agreement between the parties; or
- (b) by arbitration.

The market value of the property so determined will be the basis of establishing the "transfer value" at which the governance entity may elect to purchase the property under part 4A, plus GST if any.

DEED TO AMEND THE DEED OF SETTLEMENT

The market rental for the property is to be the market rental payable under the agreed lease, being a ground lease. So it will be the rent payable for its land (ie excluding any Lessee's improvements).]

VALUATION PROCESS

You must:

- (a) before inspecting the property, agree with the other valuer:
 - (i) the valuation method or methods applicable to the property; and
 - (ii) the comparable sales to be used in determining the value of the property; and
- (b) inspect the property together with the valuer appointed by the other party; and
- (c) attempt to resolve by the following day any matters or issues arising from your inspections; and
- (d) by not later than 30 business days after the valuation date, prepare, and deliver to us, a draft valuation report; and
- (e) by not later than 50 business days after the valuation date:
 - (i) review your draft valuation report, after taking into account any comments made by us or a peer review of the report obtained by us; and
 - (ii) deliver a copy of your final valuation report to both parties and the valuer instructed by the other party; and
- (f) participate in any arbitration process required under subpart B to determine the market value of the property.

REQUIREMENTS FOR YOUR VALUATION

Our requirements for your valuation are as follows.

You are to assume that –

- (a) the property is a current asset and was available for immediate sale as at the valuation date; and
- (b) all legislative processes that the Crown must meet before disposing of the property have been met.

Your valuation is –

- (a) to assess market value on the basis of market value as defined in the current edition of the Australia and New Zealand Valuation and Property Standards [2009] and International Valuation Standards [2012]; and
- (b) to take into account –

DEED TO AMEND THE DEED OF SETTLEMENT

- (i) any encumbrances, interests, or other matters affecting or benefiting the property that were noted on its title on the valuation date; and
 - (ii) the attached disclosure information about the property that has been given by the land holding agency to the governance entity, including the disclosed encumbrances; and
 - (iii) the terms of transfer in part 6 of the property redress schedule to the deed of settlement (that will apply to a purchase of the property by the governance entity); but
- (c) not to take into account a claim in relation to the property by or on behalf of the settling group.

REQUIREMENTS FOR YOUR VALUATION REPORT

We require a full valuation report in accordance with the current edition of the Australia and New Zealand Valuation and Property Standards [2009] and International Valuation Standards [2012], including –

- (a) an executive summary, containing a summary of –
 - (i) the valuation; and
 - (ii) the key valuation parameters; and
 - (iii) the key variables affecting value; and
- (b) a detailed description, and a clear statement, of the land value; and
- (c) a clear statement as to any impact of the disclosed encumbrances; and
- (d) details of your assessment of the highest and best use of the property; and
- (e) comment on the rationale of likely purchasers of the property; and
- (f) a clear identification of the key variables which have a material impact on the valuation; and
- (g) full details of the valuation method or methods; and
- (h) appendices setting out –
 - (i) a statement of the valuation methodology and policies; and
 - (ii) relevant market and sales information.

Your report must comply with the minimum requirements set out in section 5 of the International Valuation Standard 1 Market Value Basis of Valuation, and other relevant standards, insofar as they are consistent with subpart B.

DEED TO AMEND THE DEED OF SETTLEMENT

You may, with our prior consent, obtain specialist advice, such as engineering or planning advice.

ACCEPTANCE OF THESE INSTRUCTIONS

By accepting these instructions, you agree to comply with these instructions and, in particular, not later than –

- (a) 30 business days after the valuation date, to prepare and deliver to us a draft valuation report; and
- (b) 50 business days after the valuation date, to –
 - (i) review your draft valuation report after taking into account any comments made by us or a peer review of the report obtained by us; and
 - (ii) deliver a copy of your final valuation report to both parties and the valuer instructed by the other party.

OPEN AND TRANSPARENT VALUATION

The parties intend this valuation to be undertaken in an open and transparent manner, and for all dealings and discussions to be undertaken in good faith.

In particular, you must copy any questions you have or receive with regard to the valuation, together with the responses, to the governance entity and the land holding agency.

Yours faithfully

[Name of signatory]

[Position]

[Governance entity/Land holding agency][delete one]

DEED TO AMEND THE DEED OF SETTLEMENT

SCHEDULE 4

STATEMENT OF SIGNIFICANCE FOR KAREWA ISLAND

KAREWA ISLAND		
Site	Karewa Island	Ngā Hapū o Ngāti Ranginui Association
Description of site	Island located offshore from Tauranga Moana, adjacent to Matakana Island	Ngāi Tamarāwaho and Ngāti Ruahine maintain traditional associations with Karewa Island. <i>Ngā hononga o mua</i> Taurikura, who was a Ngai Tamarāwaho puhi (<i>a young girl of high rank</i>), lived up the Taumata with her koro where she took the form of a lizard. She is the ancestor of the Tuatara, a special lizard that is only found on a small number of offshore islands, including Karewa Island.
Ngā tupuna o Ngā Hapū o Ngāti Ranginui	Tahupokai Taurikura	While Taurikura was living at a village called Kahakaharoa, she was asked by her koroua, Tahupokai, to fetch some water from the spring found at the bottom of the cliff side. As a puhi who was used to being waited on herself, she refused to fetch water for Tahupokai, who was eventually required to fetch the water himself. Slowly and carefully, Tahupokai made his way down the steep track, drank from the river, filled a tahawai (<i>gourd</i>) and carefully climbed back up the track, his old bones aching all the way. There is a carving of the gourd with the crying human eye of Taurikura found on the Corner of Spring and Grey streets which also depicts the transformation made from young girl to lizard. On Tahupokai's return to the village, Taurikura demanded some water from him and drank from the tahawai. This angered Tahupokai, who proceeded to scold Taurikura for her laziness and pretentious behaviour. Taurikura felt whakamā (<i>embarrassed and ashamed</i>) by her actions, so she decided to leave the village. At night, she crept down to the river and into a cave, where she touched the sacred kite, despite her grandfather having raised her to understand the tapu within the sacred cave which held this sacred kite. Having gone against what her koro had told her, she started to change into a ngārara (<i>lizard</i>). Back at the pa Tahupokai had looked across the whare to notice his moko was gone. Because of the altercation earlier, he had an idea where Taurikura may have gone. Tahupokai went to the tapu caves to find the silhouette of his moko; his eyes adjusted to the dim light in the cave where he saw his moko partly transformed with
Pepeha, waiata, whakataukī	Te waiata na Naisy Ngatoko i tito Ko Tio Ngatoko iho atu ngā korero ki aia i tērā wa.	

DEED TO AMEND THE DEED OF SETTLEMENT

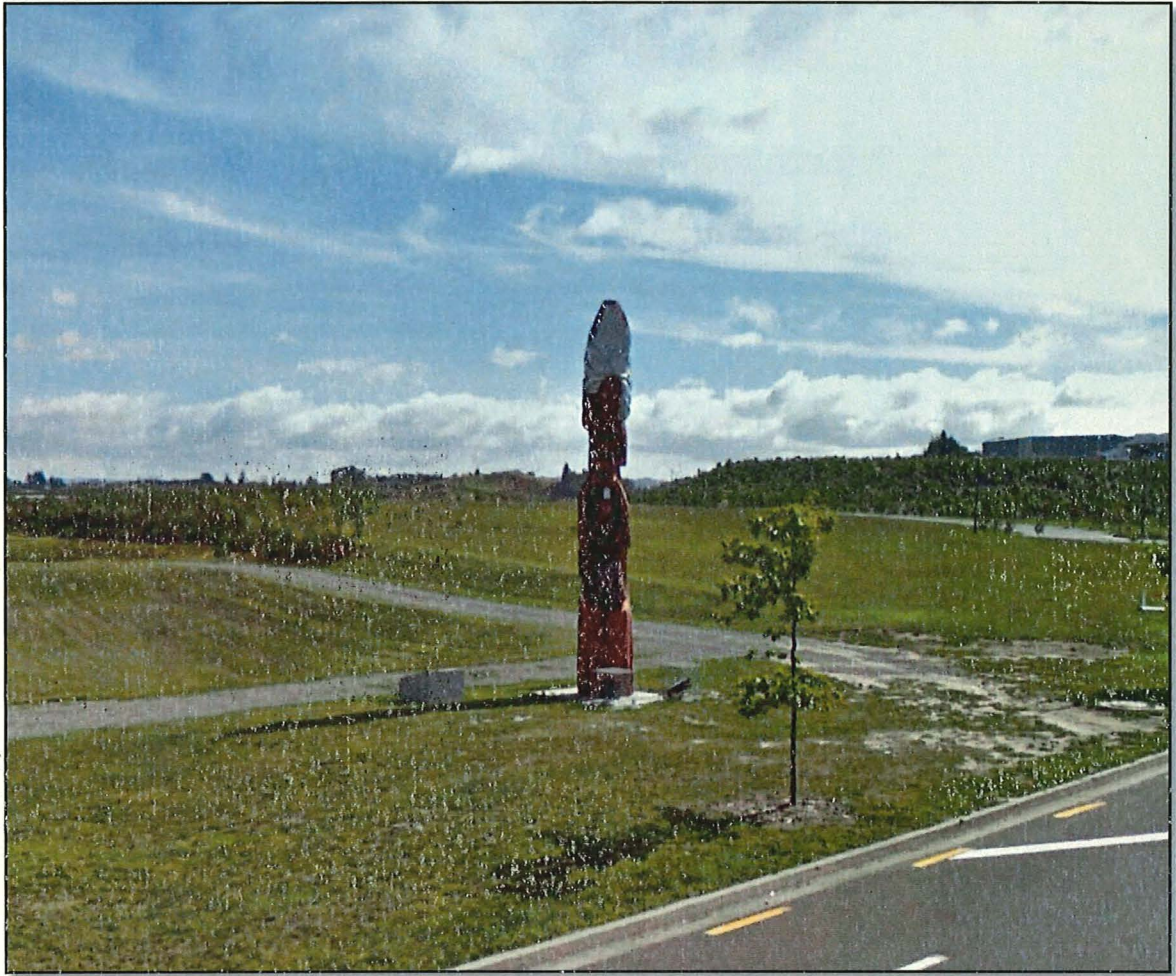
		<p>one human eye with a tear of sadness, and the other half of her a lizard. Tahupokai as the koro of Taurikura told his moko she had to leave. Her transformation complete, she began to carve what is known now as the Ohane River. On carving the Ohane River, Taurikura during her course also created the Tautau River, where she lived for a short time amongst her extended whānau in Parikarangaranga. Taurikura then continued her journey back to the Ohane River and called the point where Ohane and Tautau meet Kopurererua. Moving down from Kopurererua, Taurikura then carved the Tamarāwaho awa of Kopurereroa. Taurikura completed the Kopurereroa which then flowed into the Waikareao Estuary. The channel (Tataramoa) within the Waikareao Estuary starts from the Kopurereroa and flows out to Te Awanui. The Channel is a direct route to where Taurikura resides to this day at Karewa Island.</p> <p>Taurikura is remembered at Huria Marae, where she can be seen in one of the carved poupou in the roro (<i>porch</i>) of the wharenuī (<i>meeting house</i>), Tamateapokaiwhenua. There is a carved portrait of Taurikura, the cheeky puhi who is the ancestress of the Tuatara of Karewa Island.</p> <p><i>Title determination</i></p> <p>The tradition of Ngā Hapū o Ngāti Ranginui is that, prior to the Tauranga Lands Commission awards of title, Ngāi Tamarāwaho and Ngāti Ruahine had recognised interests in Karewa Island. However, Ngāi Tamarāwaho and Ngāti Ruahine were not present when the Tauranga Lands Commission determined the title to Karewa Island, and the interests of Ngāi Tamarāwaho and Ngāti Ruahine were not reflected in the Commission's awards.</p> <p><i>Traditional and contemporary use of Karewa Island</i></p> <ul style="list-style-type: none">• Titi (<i>mutton birds</i>) have been a traditional mahinga kai (<i>food source</i>) for Ngāi Tamarāwaho and Ngāti Ruahine people throughout history through to present times. The old people have many fond memories of gathering titi from Karewa. Titi were traditionally harvested in March and April of each year with a second cull in the middle of November. When the mutton birds were ready, men would stay on the Island and harvest the titi for 3 to 5 days.• The Island has also been a traditional source of kaimoana for Hapū who fished and dived in the waters around the Island.• Waahi Tapu – The Tamarāwaho history of Karewa tells that beneath the Island is the ana (<i>cave</i>) of Taurikura and above is the Toka (<i>rock</i>). This history tells of a
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DEED TO AMEND THE DEED OF SETTLEMENT

		<p>woman stopping at Karewa to relieve herself (mimi). This desecration of the toka or ana of Taurikura ended with the woman being found dead and cut in half (pāwhara).</p> <p><i>Contemporary relationships</i></p> <ul style="list-style-type: none">• Within Tauranga there are a number of acknowledgements commissioned by the Tauranga City Council, of Taurikura and her significance to Tamarāwaho. There is a Pou standing at the Lakes subdivision which signifies Taurikura and her home at Karewa (photo below). Karewa Island is also depicted through the carving of Mutton birds (which are in abundance on Karewa) around Taurikura.• Ngai Tamarāwaho and local land developers have incorporated the history and significance of Taurikura in the carved pou and the naming of the lake and roads within the Lakes subdivision.• Taurikura is represented and carved in the Ngai Tamarāwaho Whare Tipuna Tamatea Arikiniui.• Taurikura was carved on the maihi (barge boards) that face the outer ends of the porch walls on the whare whakairo (carved meeting house) named after our eponymous ancestor Ranginui a Tamatea which was not far from Ngāti Ruahine Marae on the Waimapu River bank at Poike. <p><i>Waiata</i></p> <p>The waiata composed by Naisy Ngatoko is as follows:</p> <p style="text-align: center;">TE WAIATA A TAURIKURA</p> <p>Taurikura Taurikura e Kei te matewai au haere ki te puna wai e Ruru to pane Haere ki te tupuna Ki te puna o Taumata e I te hokitanga mai unuhi e rikura riri ana te tupuna e</p> <p>Taurikura Taurikura e I te matewai koe Kore koe e haere e Tupere o ngutu haere tonu atu, i te po</p>
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DEED TO AMEND THE DEED OF SETTLEMENT

		<p>Oho mai te tupuna awangawanga ana haere ana ki te kimi e Kimihia e ia I te puna o Taumata Ka rongoi te wai e rure mai ana tiro atu ki te wai rere ana nga roimata e</p> <p>Taurikura Taurikura e Ngaro koe ki te tangata Kua tuatara koe e rere atu i nga puke o te Taumata Heke atu ki Ohane tiro atu ki kotoremua Peka atu ki to ana i te Parikarangaranga kau atu ki te Kopurereroa tae atu ki Nanako ki mai Iwiwi patu mai ki Tukarere Aue e wahine e Whai atu koe, e Huria I roto ia Tataramoa Ki te aropuke me te whakapae waka ara te whangai, a Tamarawaho me te motuopae</p> <p>a puta ki wairau haere Taurikura e Taurikura Taurikura e kei te matua nui to whakamutunga e Taurikura Taurikura e</p> <p>Na Naisy Ngatoko</p>
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1 - Taurikura Pou Whakairo at the Lakes development on Taurikura Drive, Tauranga.

DEED TO AMEND THE DEED OF SETTLEMENT

SCHEDULE 5

TABLE 2 – OTHER LAND

New Zealand Police

	Property Name/Address	Hapū Association	Legal Description – All South Auckland Land District
1.	Greerton Police Station 244 Chadwick Road Gate Pa	Ngāi Tamarāwaho	0.2306 hectares, more or less, being Section 1 SO 59532. All <i>Gazette</i> notice B141149.3.

Bay of Plenty District Health Board

	Property Name/Address	Hapū Association	Legal Description – All South Auckland Land District
2.	4/110 Hamilton Street Tauranga	Ngāi Tamarāwaho	1/9th share in fee simple estate being 0.0935 hectares, more or less, being Allotment 280 Section 1 Town of Tauranga. All computer freehold register SA16C/824 and leasehold estate being Flat 4 and Garage 4 DPS 18328. All computer interest register SA16B/1302.

Department of Conservation

	Property Name/Address	Hapū Association	Legal Description – All South Auckland Land District
3.	Adjacent to Belk Road and Williams Road North, Tauranga	Ngāi Tamarāwaho	134.69 hectares, approximately, being Part Section 1 Block VI Otanewainuku Survey District. Section 62 Conservation Act 1987. 36.9272 hectares, more or less, being Lots 1, 2, and 3 DPS 37865 and Lot 1 DPS 37862. All Transfer H310733. 41.8922 hectares, more or less, being Section 30 and Part Section 12 Block VI Otanewainuku Survey District and Sections 1, 4, and 6 SO 429516. All computer freehold register 492889.

DEED TO AMEND THE DEED OF SETTLEMENT

Ministry of Education

	Property Name/Address	Hapū Association	Legal Description – All South Auckland Land District
4.	Bellevue School 20 Princess Street Tauranga	Ngāi Tamarāwaho	0.1568 hectares, more or less, being Lots 8 and 9 DPS 11607. All <i>Gazette</i> notice S445865. 2.0894 hectares, more or less, being Part Lots 3 and 4 DPS 1024. All <i>Gazette</i> notice S437525.
5.	Oropi School 1334 Oropi Road Oropi Tauranga	Ngāi Te Ahi and Ngāti Ruahine	0.1477 hectares, more or less, being Part Allotment 390 Te Papa Parish. All <i>Gazette</i> notice B200445.2. 1.5662 hectares, more or less, being Part Allotment 391A Te Papa Parish. Balance <i>Gazette</i> notice B179670.
6.	Otumoetai College 105 Windsor Street Otumoetai	Ngāi Tamarāwaho	12.3275 hectares, more or less, being Part Lot 2 DPS 1024 and Lot 1 DPS 3178. All Proclamation S138905. 1.4456 hectares, approximately, being Part Lot 2 DPS 1024. All Proclamation S234052. 0.0809 hectares, more or less, being Part Lot 85 DPS 2838. All <i>Gazette</i> notice S332097.
7.	Otumoetai Intermediate 5 Charles Street Otumoetai	Ngāi Tamarāwaho	5.0684 hectares, approximately, being Part Lot 1 DPS 1024. Balance <i>Gazette</i> notice S263032.
8.	Otumoetai School 236 Otumoetai Otumoetai	Ngāi Tamarāwaho	1.4113 hectares, more or less, being Allotment 664 Te Papa Parish. All <i>Gazette</i> notice H102434. 1.2216 hectares, more or less, being Lot 2 DP 30217. All <i>Gazette</i> notice H102435.
9.	Pyes Pa Road School 978 Pyes Pa Road Pyes Pa Tauranga	Ngāi Tamarāwaho	0.2540 hectares, more or less, being Part Allotment 574 Te Papa Parish and Closed Roads. Balance <i>Gazette</i> notice S528764. 0.9080 hectares, more or less, being Section 14 Block VI Otanewainuku Survey District. All <i>Gazette</i> 1936 page 1530. 1.2773 hectares, more or less, being Section 17 Block VI Otanewainuku Survey District. All <i>Gazette</i> 1946 page 272.

DEED TO AMEND THE DEED OF SETTLEMENT

10.	Tauriko School 768 State Highway 29 Tauriko	Wairoa Hapū and Ngāti Hangarau	1.6086 hectares, more or less, being Part Allotment 87 Te Papa Parish. Balance computer freehold register SA360/95.
11.	Bethlehem School 66 Carmichael Road Bethlehem Tauranga	Wairoa Hapū and Ngāti Hangarau	1.1402 hectares, approximately, being Part Allotment 94 Te Papa Parish and Part Lot 2 DP 27987. Balance <i>Gazette</i> notice S490170. 1.2109 hectares, more or less, being Lot 1 DPS 80470 and Lot 3 DPS 79204. All computer freehold register SA63A/409.
12.	Kaimai School 1854 State Highway 29 Lower Kaimai	Wairoa Hapū and Ngāti Hangarau	2.6233 hectares, approximately, being Part Lot 7 DP 14088. Balance Proclamation S82293.
13.	Whakamarama School Whakamarama Road Omokoroa	Pirirākau and / or Ngāti Taka	1.6693 hectares, more or less, being Part Whakamarama 1C1A5. All Proclamation 11025.
14.	Greerton Village School 151 Greerton Road Greerton Tauranga	Ngāi Te Ahi and Ngāti Ruahine	1.3974 hectares, more or less, being Allotments 207, 208 and 209 and Part Allotment 206 Town of Greerton. Balance computer freehold register SA142/147. 0.3748 hectares, more or less, being Part Lot 2 DP 29930. All computer freehold register 617560. 0.1786 hectares, approximately, being Part Lots 1, 2, 3 and 4 DPS 1372. Balance <i>Gazette</i> notice S303586.
15.	Merivale School 25 Kesteven Avenue Parkvale	Ngāi Te Ahi and Ngāti Ruahine	2.1508 hectares, more or less, being Lot 116 DPS 7064. All computer interest register 278370. 0.1873 hectares, more or less, being Lot 1 DPS 4040. All computer interest register 278369. 0.1691 hectares, approximately, being Part Lots 6 and 11 DPS 2042 and Lot 10 DPS 4022. All Proclamation S119485. 0.0260 hectares, more or less, being Closed Road as shown on SO 38056. Balance Proclamation S125836.
16.	Kaka Street Special School 8 Kaka Street Tauranga South	Ngai Te Ahi and Ngati Ruahine	0.1350 hectares, more or less, being Lots 57 and 58 DPS 8085. All <i>Gazette</i> notice S260551. 0.0640 hectares, more or less, being Lot 66 DPS 8085. All computer freehold register SA2B/150.

DEED TO AMEND THE DEED OF SETTLEMENT

			0.1300 hectares, more or less, being Lots 59 and 60 DPS 8085. All <i>Gazette</i> notice S366825.
17.	Greenpark School 13 Lumsden Street Greerton Tauranga	Ngai Te Ahi and Ngati Ruahine	1.7670 hectares, more or less, being Parts Allotment 29 Te Papa Parish. All Proclamation S112286. 0.5772 hectares, more or less, being Part Allotment 29 Te Papa Parish. All Proclamation S169723.
18.	Brookfield School 20 Millers Road Brookfield Tauranga	Ngāi Tamarāwaho	1.3706 hectares, approximately, being Section 2 SO 440807, part of Lot 2 DP 35801 and part of Part Lot 4 DP 14996. Part computer freehold register 583472. Subject to survey.
19.	Te Wharekura o Mauao 78 Carmichael Road Bethlehem Tauranga	Ngāti Hangarau	7.4137 hectares, more or less, being Lot 1 DP 306685. All computer freehold register 664551. 0.3937 hectares, more or less, being Lot 2 DP 307084. All computer freehold register 27505. 0.1299 hectares, more or less, being Lot 1 DP 307084. All computer freehold register 27504.

New Zealand Transport Agency

	Property ID	Property Name/Address	Hapū Association	Legal Description – All South Auckland Land District
20.	250008	Tauranga-Te Maunga Motorway Tauranga	Ngati Ruahine	2.5937 hectares, more or less, being Part Poike 6A2. Part <i>Gazette</i> notice H742483.
21.	250047 and 250049	240 Fifteenth Avenue Tauranga	Ngāi Tamarāwaho	0.0379 hectares, more or less, being Part Lots 1 and 2 DPS 3915. Balance computer interest register 161264.
22.	250062	22 Coventry Street Tauranga	Ngai Te Ahi and Ngati Ruahine	0.0921 hectares, more or less, being Lot 5 DPS 35936. All <i>Gazette</i> notice B055182.
23.	250063	77 Cambridge Road Tauranga	Ngāi Tamarāwaho	0.1136 hectares, more or less, being Te Reti A21. All <i>Gazette</i> notice B081273.
24.	250179	400m south of Woodlands Road Waihi-Tauranga	Ngāti Te Wai	0.0142 hectares, more or less, being Stopped Road (SO 42236). Part Proclamation S285580.
25.	250188	South side of Aongatete River Waihi-Tauranga	Pirirākau and/or Ngāti Taka	0.0885 hectares, more or less, being Part Allotment 149 Parish of Apata. All computer freehold register SA40/291.

DEED TO AMEND THE DEED OF SETTLEMENT

26.	250207	State Highway 29 Tauranga	Ngāi Tamarāwaho and Ngāti Hangarau	2.7014 hectares, more or less, being Lot 9 DP 12853 and Allotment 757 Parish of Te Papa. All <i>Gazette</i> notice B177531.
27.	250223	West of Ngamuwahine Stream Piarere-Tauranga	Wairoa Hapū and Ngāti Hangarau	0.0419 hectares, more or less, being Part Lot 7 DP 14088. Part <i>Gazette</i> notice H288141.
28.	250239	2 Richards Way Tauranga	Ngāi Tamarāwaho	1.1670 hectares, more or less, being Lot 1 DPS 55951. All <i>Gazette</i> notice B444763.1.
29.	250245	132 Wairoa Road Tauranga	Wairoa Hapū, Pirirākau and/or Ngāti Taka	1.8944 hectares, more or less, being Lot 1 DPS 53426 and Lot 2 DPS 49895. All <i>Gazette</i> notice B458421.3.
30.	250248	126 Wairoa Road Tauranga	Wairoa Hapū, Pirirākau and/or Ngāti Taka	0.4980 hectares, more or less, being Lot 1 DPS 53466. All <i>Gazette</i> notice B487992.2.
31.	250249	18 Richards Way Tauranga	Ngāi Tamarāwaho	0.5126 hectares, more or less, being Lot 1 DPS 64613. All <i>Gazette</i> notice B471370.2.
32.	250250	27 Highgrove Place Bethlehem Tauranga	Ngāti Hangarau	0.0703 hectares, more or less, being Lot 54 DPS 71724. All computer freehold register SA57C/705.
33.	250251	State Highway 2 Te Puna	Wairoa Hapū, Pirirākau and/or Ngāti Taka	9.3440 hectares, more or less, being Sections 1 and 2 SO 61389. All <i>Gazette</i> notice B639830.1
34.	250252	118B Wairoa Road Tauranga	Wairoa Hapū, Pirirākau and/or Ngāti Taka	0.7669 hectares, more or less, being Part Lot 2 DPS 50079. All <i>Gazette</i> notice B485875.1.
35.	250253	128 Wairoa Road Tauranga	Wairoa Hapū, Pirirākau and/or Ngāti Taka	2.4898 hectares, more or less, being Lot 2 DPS 53466. All computer freehold register SA45A/905.
36.	250255	131 Wairoa Road Tauranga	Wairoa Hapū, Pirirākau and/or Ngāti Taka	0.9804 hectares, more or less, being Lot 1 DPS 26895. All <i>Gazette</i> notice B516348.1.
37.	250269	298 Cambridge Road Tauranga	Ngāi Tamarāwaho	0.4917 hectares, more or less, being Lot 1 DPS 58081. All <i>Gazette</i> notice B556146.2.
38.	250270	22 Richards Way Tauranga	Ngāi Tamarāwaho	0.3708 hectares, more or less, being Lot 4 DPS 70221. All <i>Gazette</i> notice B560117.2.

DEED TO AMEND THE DEED OF SETTLEMENT

39.	250271	State Highway 29 Tauranga	Ngāi Tamarāwaho	0.4802 hectares, approximately, being Part Allotment 851 Te Papa Parish. All <i>Gazette</i> notice B568473.1.
40.	250273	132 Wairoa Road Tauranga	Wairoa Hapū, Pirirākau and/or Ngāti Taka	3.2087 hectares, approximately, being Part Lot 1 DPS 49895. All <i>Gazette</i> notice B574749.1.
41.	250274	300 Cambridge Road Tauranga	Ngāi Tamarāwaho	0.3168 hectares, more or less, being Lot 2 DPS 58081. All <i>Gazette</i> notice B581587.2.
42.	250276	1 Richards Way Tauranga	Ngāi Tamarāwaho	0.6071 hectares, more or less, being Lot 1 DPS 70221. All computer freehold register SA56C/418.
43.	250280	Wairoa Road Tauranga	Wairoa Hapū, Pirirākau and/or Ngāti Taka	5.7573 hectares, more or less, being Sections 3 and 6 SO 401516. All computer freehold register 425126.
44.	250281	26 Richards Way Tauranga	Ngāi Tamarāwaho	0.4332 hectares, more or less, being Lot 3 DPS 70221. All <i>Gazette</i> notice B610001.1.
45.	250282	State Highway 2 Te Puna	Wairoa Hapū, Pirirākau and/or Ngāti Taka	<p>1.2237 hectares, more or less, being Lot 1 DPS 4196. All <i>Gazette</i> notice B608234.1.</p> <p>3.2223 hectares, more or less, being Lot 1 DPS 34337. All <i>Gazette</i> notice B608234.3.</p> <p>8.0000 hectares, more or less, being Lot 2 DPS 79817. All <i>Gazette</i> notice B608234.4.</p> <p>1.5440 hectares, more or less, being Lot 1 DPS 54303. All <i>Gazette</i> notice B608235.2.</p> <p>8.0033 hectares, more or less, being Lot 1 DPS 79817. All <i>Gazette</i> notice B608235.1.</p> <p>6.7076 hectares, more or less, being Lot 3 DPS 79817. All <i>Gazette</i> notice B608233.2.</p> <p>1.0734 hectares, more or less, being Lot 5 DPS 79817. All <i>Gazette</i> notice B608235.4.</p>

DEED TO AMEND THE DEED OF SETTLEMENT

				<p>0.3001 hectares, more or less, being Lot 7 DPS 79817. All <i>Gazette</i> notice B608233.4.</p> <p>0.3073 hectares, more or less, being Lot 8 DPS 79817. All <i>Gazette</i> notice B608233.3.</p> <p>0.3001 hectares, more or less, being Lot 6 DPS 79817. All <i>Gazette</i> notice B608235.3.</p> <p>0.9687 hectares, more or less, being Lot 4 DPS 79817. All <i>Gazette</i> notice B608233.1.</p>
46.	250292	312 Cambridge Road Tauranga	Wairoa Hapū and Ngāti Hangarau	2.9907 hectares, more or less, being Lot 1 DPS 87539. All computer freehold register SA69B/749.
47.	250294	State Highway 2 Tauranga	Pirirākau and/or Ngāti Taka	4.0468 hectares, more or less, being Lot 2 DPS 12801. All <i>Gazette</i> notice B622961.1.
48.	250300	State Highway 2 Tauranga	Pirirākau and/or Ngāti Taka	6.0052 hectares, more or less, being Section 1 SO 466503. All computer freehold register 656456.
49.	250303	State Highway 2 Omokoroa	Pirirākau and/or Ngāti Taka	1.5434 hectares, more or less, being Lot 8 DPS 7337. All computer freehold register SA1D/1215.
50.	250310	11 Richards Way Tauranga	Ngāi Tamarāwaho	0.3392 hectares, more or less, being Lot 2 DPS 70221. All <i>Gazette</i> notice B623816.1.
51.	250313	State Highway 2 Tauranga	Pirirākau and/or Ngāti Taka	0.6263 hectares, more or less, being Lot 4 DPS 1496. All computer freehold register SA1053/202.
52.	250317	6 Richards Way Tauranga	Ngāi Tamarāwaho	1.2760 hectares, more or less, being Lot 2 DPS 55951. All computer freehold register SA46C/934.
53.	250545	207 Moffat Road Bethlehem Tauranga	Wairoa Hapū and Ngāti Hangarau	0.8875 hectares, more or less, being Section 7 SO 439821. All computer freehold register 596930.
54.	250547	2 Ainsworth Road Te Puna	Pirirākau and/or Ngāti Taka	1.0825 hectares, more or less, being Part Lot 1 DPS 4431. All computer freehold register SA1B/953.

DEED TO AMEND THE DEED OF SETTLEMENT

55.	250551	1005 State Highway 2 Tauranga	Pirirākau and/or Ngāti Taka	0.7815 hectares, more or less, being Lot 1 DPS 12986. All computer freehold register SA26B/182. 0.1100 hectares, more or less, being Lot 1 DPS 24491. All computer freehold register SA23A/834.
56.	250562	17 Harrison Lane Tauranga	Wairoa Hapū and Ngāti Hangarau	13.6282 hectares, more or less, being Section 6 SO 352021. All computer freehold register 235569.
57.	250564	227 Cambridge Road Tauranga	Ngāi Tamarāwaho	1.9718 hectares, more or less, being Lot 1 DPS 8717. All computer freehold register SA60A/882.
58.	250576	State Highway 2 Tauranga	Ngāti Te Wai	0.0961 hectares, more or less, being Stopped Road (SO 45505). Part <i>Gazette</i> notice S578671.
59.	250579	24 Te Mete Road Tauranga	Wairoa Hapū, Pirirākau and/or Ngāti Taka	3.2681 hectares, more or less, being Part Allotment 208A1B Parish of Te Puna. All computer freehold register SA52C/619.
60.	250582	1311 State Highway 2 Omokoroa	Pirirākau and/or Ngāti Taka	0.2428 hectares, more or less, being Lot 1 DPS 15263. All computer freehold register SA13B/1106.
61.	250588	311 Cambridge Road Tauranga	Ngāi Tamarāwaho	0.3000 hectares, more or less, being Lot 1 DPS 66154. All computer freehold register SA53D/748.
62.	250589	689 State Highway 2 Omokoroa	Pirirākau and/or Ngāti Taka	3.7601 hectares, more or less, being Section 6 SO 457305. All computer freehold register 620692.
63.	250604	773 State Highway 2 Te Puna	Pirirākau and/or Ngāti Taka	0.9806 hectares, more or less, being Lot 11 DPS 7337 and Lot 3 DPS 77886. All computer freehold register SA61D/835.
64.	250625	127 Belk Road Tauranga	Ngāi Tamarāwaho	4.0393 hectares, more or less, being Lot 5 DP 355542. All computer freehold register 226664.
65.	250628	787 State Highway 2 Te Puna	Pirirākau and/or Ngāti Taka	1.3122 hectares, more or less, being Lot 10 DPS 7337. All computer freehold register SA1D/1213. 2.2300 hectares, more or less, being Lot 2 DPS 77886. All computer freehold register SA61D/834.

DEED TO AMEND THE DEED OF SETTLEMENT

66.	250636	508 Omokoroa Road Tauranga	Pirirākau and/or Ngāti Taka	0.5937 hectares, more or less, being Lot 1 DPS 21267. All computer freehold register SA21B/116.
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TABLE 3 - TE PUNA KATIKATI RFR LAND

Department of Conservation

	Property Name/Address	Hapū Association	Legal Description – All South Auckland Land District
1.	State Highway 2 Tanners Point	Ngāti Te Wai	0.6455 hectares, approximately, being Allotment 185 Tahawai Parish and Crown Land SO 23362. Part <i>Gazette</i> notice H464848.
2.	Kaimai Mamaku Conservation Park (Part)	Ngāti Te Wai, Pirirākau and / or Ngāti Taka	548.7250 hectares, approximately, being Part Section 13 Block IV, Section 24 Block V and Section 30 Block VIII, all Aongatete Survey District and Part Section 81 Block VIII Katikati Survey District. Part <i>Gazette</i> 1975 page 2328.
3.	Work Road Whakamarama	Pirirākau and / or Ngāti Taka	8.0511 hectares, approximately, being Part Allotment 95 Apata Parish. Part <i>Gazette</i> 1905 page 4.

Ministry of Education

	Property Name/Address	Hapū Association	Legal Description – All South Auckland Land District
4.	Pahoia School 29 Esdaile Road RD 8, Pahoia Tauranga	Pirirākau and/or Ngāti Taka	<p>0.0293 hectares, more or less, being Sections 1 and 2 SO 60826. All computer interest register 65589.</p> <p>0.3722 hectares, more or less, being Part Allotment 11 Parish of Apata. Balance computer freehold register SA776/143.</p> <p>0.2137 hectares, more or less, being Allotment 320 Parish of Apata. All <i>Gazette</i> 1947 p1908.</p> <p>0.8124 hectares, approximately, being Part Section 8S Apata Settlement. Part <i>Gazette</i> 1931 page 2918.</p> <p>0.1444 hectares, more or less, being Part Section 9S Apata Settlement. All Proclamation S151841.</p>

DEED TO AMEND THE DEED OF SETTLEMENT

Land Information New Zealand

	Property ID	Property Name/Address	Hapū Association	Legal Description – All South Auckland Land District
5.	16311	Crossley Street Katikati	Ngāti Te Wai	0.2183 hectares, more or less, being Section 3 SO 59205. Part <i>Gazette</i> notice H464848.

This is the "revised version of the deed of settlement" defined in a deed to amend entered into today between

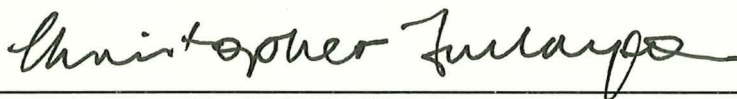
NGĀ HAPŪ O NGĀTI RANGINUI
SETTLEMENT TRUST

AND

THE CROWN



On behalf of Ngā Hapū o Ngāti Ranginui Settlement Trust



On behalf of the Crown

NGĀ HAPŪ O NGĀTI RANGINUI
AND
TRUSTEES OF THE NGĀ HAPŪ O NGĀTI RANGINUI
SETTLEMENT TRUST
AND
THE CROWN

DEED OF SETTLEMENT OF
HISTORICAL CLAIMS

DATE 21 JUNE 2012

DEED OF SETTLEMENT

HE MAIMAI AROHA

*E rongo tonu ana ahau
I te korokī a ngā manu
I te ketekete a te pēpeke
I te pūpuhi a te hau
I te whirowhiro o ngā tai
I te haruru o te moana
I te wāwara a ngā rau
I te mapu o te whenua
E ōku pāpara
E ōku hākuikui
E hoki, hoki wairua mai rā e....*

He mōrikarika kei roto, he mōteatea kei taku manawa. Koutou mā kua piki ake i te ara whānui o Rehua, koutou mā i whakairohia mai o koutou tapuwae ki te whenua, koutou mā i tokotoko ake te whakaaro mō ngā whenua raupatu, nei rā te maimai aroha atu ki a koutou e ngaro tonu nei i te mata o te whenua.

He hokinga mahara, he hokinga whakaaro ki ngā koroua, ki ngā kuia, ki ngā pakeke, nā rātou te kākano i pihi, nā rātou nei te pihinga i māhuri mai, nā rātou nei te māhuritanga mai i kōhuretia ko tēnei kaupapa ko te raupatu.

Whātorotoro atu te ringa o Tamateaarikinui
I te kōtīhitīhi o te maunga o Mauao
Ka titiro atu ki ngā whenua nohonga
E ko te mana o tana mokopuna
o Tamateapokaiwhenua.

Today Ngāi Tamarāwaho, Ngāti Te Wai, Pirirākau, Ngāti Taka, Ngāti Hangarau, Wairoa hapū (including Ngāti Kahu, Ngāti Pango and Ngāti Rangī), Ngāti Ruahine and Ngāi Te Ahi descendants remember all those who fell at the Battles of Pukehinahina (Gate Pa) and Te Ranga in defence of their Papakāinga. We remember also those who suffered at the hands of the government's "scorched earth" and punishment of "unsurrendered rebels" policies enacted during the Bush Campaign of 1867.

We pay tribute to all those of our whānau who have passed on who have carried that legacy as they sought redress for the loss of their Papakāinga inheritance through "Raupatu". Despite the opposition faced and in spite of the trials and tribulations suffered in the preceding one hundred and forty seven (147) years, today we celebrate with them, the recognition by Government of their unlawful acts of Raupatu. Today is their day.

Kia maumahara mātau ki a rātou
He hōnora he korōria ki tō tātou Matua nui i te rangi
He maungarongo ki runga ki te whenua
He whakaaro pai ki ngā tāngata katoa

Tēnā koutou katoa

Nā Morehu Ngatoko Rahipere

PURPOSE OF THIS DEED

This deed –

- sets out an account of the acts and omissions of the Crown before 21 September 1992 that affected Ngā Hapū o Ngāti Ranginui and breached the Treaty of Waitangi and its principles; and
- provides an acknowledgment by the Crown of the Treaty breaches and an apology; and
- settles the historical claims of Ngā Hapū o Ngāti Ranginui; and
- specifies the cultural redress, and the financial and commercial redress, to be provided in settlement to the governance entity that has been approved by Ngā Hapū o Ngāti Ranginui to receive the redress; and
- includes definitions of –
 - the historical claims; and
 - Ngā Hapū o Ngāti Ranginui; and
- provides for other relevant matters; and
- is conditional upon settlement legislation coming into force.

TABLE OF CONTENTS

HE MAIMAI AROHA 1

PURPOSE OF THIS DEED..... 2

PEPEHA 7

1 BACKGROUND 10

2 HISTORICAL ACCOUNT 12

3 ACKNOWLEDGEMENTS AND APOLOGY 31

4 SETTLEMENT..... 34

5 CULTURAL REDRESS 38

6 FINANCIAL AND COMMERCIAL REDRESS..... 46

7 CONTINGENT PROPERTIES 53

8 TMIC COLLECTIVE DEED 54

9 SETTLEMENT LEGISLATION, CONDITIONS, AND TERMINATION 55

10 GENERAL, DEFINITIONS, AND INTERPRETATION 57

SCHEDULES

GENERAL MATTERS

1. Implementation of settlement
2. Interest
3. Tax
4. Notice
5. Miscellaneous
6. Defined terms
7. Interpretation

PROPERTY REDRESS

1. Disclosure information and warranty
2. Vesting of cultural redress properties
3. Early release commercial properties
4. Commercial redress properties
- 4AA Tauranga school sites
- 4A Deferred Purchase
5. Option to purchase Tauranga Police Station Improvements
6. Terms of transfer for commercial redress properties, Harrisfield Drive property and commercial properties
7. Terms of transfer for Tauranga Police Station land
8. Terms of transfer for the Tauranga Police Station Improvements
9. Right to purchase contingent properties
10. Terms of transfer for contingent properties
11. Notice in relation to redress and the Tauranga Police Station Improvements
12. Definitions
13. Extracts from Tapuika settlement deed

LEGISLATIVE MATTERS SCHEDULE

1. Introduction
2. Title, commencement, and purpose provisions
3. Settlement provisions
4. Settlement implementation provisions
5. Provisions relating to protocol

DEED OF SETTLEMENT

6. Appointment to control and manage
7. Geographic names
8. Crown protected areas
9. Provisions vesting cultural redress properties
10. Provisions specifying terms of vesting
11. Provisions relating to reserve sites
12. Provisions relating to commercial redress properties
13. RFR provisions
14. Miscellaneous provisions
15. Māori reservation
16. Provisions relating to contingent properties

Appendix

1. Cultural redress properties
2. Other Cultural Redress

DOCUMENTS

1. Protocol
2. Encumbrances
3. RFR deed over quota
4. Letter of Commitment
5. Statement of significance

ATTACHMENTS

1. Area of interest
2. Deed plans
3. RFR land
4. Diagrams

DEED OF SETTLEMENT

THIS DEED is made between

NGĀ HAPŪ O NGĀTI RANGINUI

AND

TRUSTEES OF THE NGĀ HAPŪ O NGĀTI RANGINUI SETTLEMENT TRUST

AND

THE CROWN

PEPEHA

Ko Mauao te Maunga

Ko Te Awanui te Moana

Ko Tākitimu te Waka

Ko Ngāti Ranginui te Iwi

Ko Tamatea Arikinui te Tangata

Ko Te Pirirākau, Ngāti Kahu, Ngāti Rangi, Ngāti Pango, Ngāti Hangarau, Ngāi Tamarāwaho, Ngāi Te Ahi, Ngāti Ruahine, Ngāti Taka, Ngāti Te Wai, ngā hapū morehu o Ngāti Ranginui i whakapiri nei i runga i te karanga o te kaupapa.

Ko Tuāpiro, ko Tāwhitinui, ko Paparoa, ko Poutūterangi, ko Tūtereinga, ko Te Wairoa, ko Hangarau, ko Hūria, ko Waimapu, ko Hairini, ngā marae maha o Ngāti Ranginui i tēnei wā.

Mihimihi

Te karakia a Ruawharo (Tohunga o Takitimu Waka)

Tū mai awa, tū mai moana
Ko koe takahia noa tia e au
Tupe au nuku, tupe au rangi
Whati ki runga, whati ki raro
Urumārangaranga
Pērā hoki rā taku manu-nui nā Tāne
Ka tatau atu ki roto o Nuku-ngaere
Maia whiwhia, maia rawea
Maia whakatakaia
Ka taka te huki rawea
Koro i runga, koro i raro
Koro i Tawhirimatea
Ki korā hoki koe tū mai ai
Ka hura te Tamatea nunui
Ka hura te Tamatea roroa
Te kauaka nuku, te kauaka rangi
Te aio nuku te aio rangi
Te kura mai hukihuki
Te kawē au tētere
Kawē au nuku kawē au tai
Oī! Tūmatakōkiritia
Hoatu waka ki uta
Hoatu waka ki tai
Ngaru hinga atu, ngaru hinga mai
Kei runga te mata wāhine
Kei raro te mata tāne
Huki nawenawe
Tēnei te waka ka whakairia
Ko Takitimu te waka e
Ko Tamateārikinui te tangata
Ko te Awhiorangi te toki
Ko Te Rāpana-i-te-ata-ā-nuku te hoe
Tihei mauri ora!

Te Uruuruwhenua o Tamatea Arikinui

Tihei uri uri
Tihei nako nako
Ka tu, ka tu te Rangi e tu nei
Ka tau, ka tau te papa e takoto nei
Ka tau te mātuku mai i Rarotonga
Koia rukuhiā manawa pou roto
Koia rukuhiā manawa pou waho
Whakatina kia tina
Te More i Hawaiki, e pūpū ana hoki,
e wawao ana hoki
Tarewa tū ki te rangi
Aue ka eke, eke Pānuku, eke
Tangaroa
Whano, whano, homai mai te toki
Haumi e, hui e taiki e.

DEED OF SETTLEMENT

E ngā mana, e ngā reo, e rau rangatira mā o ngā nohoanga tapu o tēna marae o tēna marae, huri noa i te motu, tēnei te mihi atu kia koutou katoa, tēnā koutou, tēnā koutou, tēnā koutou katoa.

Whai korōria ki te Atua, nāna nei te tīmatanga me whakaotinga o ngā mea katoa.

Ka tika me mihi aroha atu ki te tini me te mano kua huri i tua o paerau i runga i te komuri aroha.

Ka tukuna atu ngā mihi ki tō tātou Kīngi Māori a Tūheitia e noho nei i runga i te ahurewa tapu o ōna mātua tūpuna. Ka mihi atu ki tona hoa rangatira Te Atawhai me a rāua tamariki otirā te whare kāhui ariki whānui tonu. Rire rire hau pai marire. E papaki kau ana ngā tai ki Mauao, ka pō, ka ao, ka awatea.

Tākitimu te waka

The Tākitimu is the ancestral waka of Ngāti Ranginui. Ngāti Ranginui traditions retell the story of the waka being constructed from a log called Puwhenua and the many preparations that were required to undertake a journey to Aotearoa in the wake of the early explorer Kupe.

The Tākitimu waka captained by Tamatea Arikinui arrived at Tauranga. At Mauao he conducted the rituals and ceremonies of arrival and opening up the land for habitation. Part of these ceremonies was the ururuwhenua rite which is recited on marae to this day. He and his family settled the Tauranga area, building residences at Maunganui, Kāwhainui (Mangatawa) and Papāmoa.

Ngāti Ranginui descend from Tamatea Arikinui. Tamatea married two wives who were sisters, these being Iwipupu and Ihuparapara. From Ihuparapara came Ranginui. Ranginui in turn had two wives Urutomo and Kurapori and from their union formed the many branches of Ngāti Ranginui.

Over many generations these ancestors and their descendants established villages, fortifications, burial grounds, fishing areas and forest harvesting places. The expansion and contraction of tribal districts was the norm as a result of seasonal changes, resource use, political upheaval and alliances, battles and war. Many others also came to live in Tauranga and today we see the diverse mixture of descent from Tākitimu ancestors, alliances and marriages with early and more recent arrivals that makes Ngāti Ranginui unique and proud.

Te Kīngitanga

From the establishment of Te Kīngitanga in 1858, Ngāti Ranginui has supported this movement and its political, religious and cultural objectives. This support continues today with annual poukai held on Ranginui marae and attendance at the Coronation and other important events. The allegiance with the Kīngitanga and Waikato reflects the special kinship links between hapū, political alliances and the legacy the iwi share as 'Raupatu' people.

Te Puāwaitanga o Ngāti Ranginui

In recent decades Ngāti Ranginui people have been rejuvenated through the dedication of leaders who have given reason to be proud of Ngāti Ranginui as a people and as an Iwi. The establishment of a rūnanga and the continued dedication of leaders to bring light to the

DEED OF SETTLEMENT

injustices of 'Raupatu' and its manifestations, mai te Pō ki te Ao Mārama, has led this generation to its most significant accomplishment so far.

Te Haka a Ngāti Ranginui below reflects the rejuvenation of the iwi and its outlook to the future, which acknowledges the past, sets a platform for the future and strives to reach the great heights of prosperity.

Te Haka a Ngāti Ranginui

I te ngaro i te ngaro a Ranginui e Ka kitea ka kitea ka kitea	<i>Our tribe of Ngāti Ranginui was lost But now we are seen</i>
I te ngaro i te ngaro a Ranginui e Ka kitea ka kitea ka kitea Ranginui e ngunguru nei Au au aue ha Ranginui e ngunguru nei Au au aue ha I ahaha	<i>Our tribe of Ngāti Ranginui was lost But now we are seen Listen to the call of Ngāti Ranginui We are here we are here Listen to the call of Ngāti Ranginui We are here we are here</i>
Ka tataki mai te whare o nga ture ka whiria Kss aue kss aue kss aue Ringa ringa i torona kei waho hokimai Haere mai tonu nga iwi ki runga i te upoko hau Ki te Pā Marangai I te puehutanga mai o te uru I ahaha	<i>We will establish ourselves by the courts of law We will we will we will By our own hands we will accomplish this We welcome all peoples upon the headwinds To our home which has been heavily burdened And blown by dust of the westwind But wait</i>
Kei whakarauri ki Tauranga ki te whare o Ngā manuhiri uhia mai ra Uhia ma i te rau o te aroha Ki te unahi a te ika a Ranginui e tu ake nei	<i>Let us assemble in Tauranga to house our Visitors and friends that we may cover Ourselves with the cloak of love and peace That we may gather together like the scales of the prized fish caught by Ranginui</i>
He atua, he tangata, he atua, he tangata Kss aue kss aue kss aue	<i>He is a god, he is a man, he is a God and a man We shout praises with one accord</i>

1 BACKGROUND

CLAIMS BEFORE THE WAITANGI TRIBUNAL

- 1.1 Treaty of Waitangi claims brought by Ngāti Ranginui were heard by the Waitangi Tribunal in the following inquiries:
- 1.1.1 the Tauranga Moana Inquiry, Stage One, which was reported in *Te Raupatu o Tauranga Moana: Report on the Tauranga Confiscation Claims (2004)*;
 - 1.1.2 the Tauranga Moana Inquiry, Stage Two, which was reported in *Tauranga Moana 1886-2006: Report on the Post-Raupatu Claims (2010)*.

NEGOTIATIONS

- 1.2 Ngā Hapū o Ngāti Ranginui gave the mandated negotiators, Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui, a mandate to negotiate a deed of settlement with the Crown.
- 1.3 The Crown recognised the mandate on 7 April 2008.
- 1.4 The mandated negotiators and the Crown -
- 1.4.1 by terms of negotiation dated 27 September 2008, agreed the scope, objectives, and general procedures for the negotiations; and
 - 1.4.2 by way of statement of position dated 21 December 2011, agreed, in principle, that Ngā Hapū o Ngāti Ranginui and the Crown were willing to enter into a deed of settlement on the basis set out in the statement of position; and
 - 1.4.3 since the statement of position, have -
 - (a) had extensive negotiations conducted in good faith; and
 - (b) negotiated and initialled a deed of settlement.
- 1.5 Ngā Hapū o Ngāti Ranginui, Ngāi Te Rangi and Ngāti Pūkenga entered into a collective negotiations arrangement with one another in 2010 in order to negotiate collective redress and became known as the Tauranga Moana Iwi Collective (**TMIC**).
- 1.6 On 15 December 2010 TMIC were advised of the Crown's negotiation parameters in relation to TMIC.
- 1.7 The redress in respect of each individual iwi comprising TMIC is to be set out in their respective individual deeds of settlement and, insofar as their collective interests are concerned, in the TMIC collective deed.

DEED OF SETTLEMENT

1: BACKGROUND

RATIFICATION AND APPROVALS

- 1.8 Ngā Hapū o Ngāti Ranginui have, since the initialling of the deed of settlement, by a majority of –
- 1.8.1 86.97%, ratified this deed and approved its signing on their behalf by the governance entity; and
 - 1.8.2 90.33%, approved the governance entity receiving the redress.
- 1.9 The majority referred to in clause 1.8 is of valid votes cast in a ballot by eligible members of Ngā Hapū o Ngāti Ranginui.
- 1.10 The governance entity approved entering into, and complying with, this deed by resolution on 20 June 2012.
- 1.11 The Crown is satisfied –
- 1.11.1 with the ratification and approvals of Ngā Hapū o Ngāti Ranginui referred to in clause 1.8; and
 - 1.11.2 with the governance entity's approval referred to in clause 1.10; and
 - 1.11.3 the governance entity is appropriate to receive the redress.

AGREEMENT

- 1.12 Therefore, the parties –
- 1.12.1 in a spirit of co-operation and compromise wish to enter, in good faith, into this deed settling the historical claims; and
 - 1.12.2 agree and acknowledge as provided in this deed.

2 HISTORICAL ACCOUNT

- 2.1 The Crown's acknowledgement and apology to Ngā Hapū o Ngāti Ranginui in part 3 are based on this historical account.

INTRODUCTION

- 2.2 Ngāti Ranginui traditionally occupied the shores of Tauranga Moana. Today Ngāti Ranginui comprises Ngāti Te Wai, Pirirākau, Ngāti Taka, Wairoa hapū (Ngāti Rangī, Ngāti Pango, Ngāti Kahu), Ngāti Hangarau, Ngāi Tamarāwaho, Ngāi Te Ahi and Ngāti Ruahine.

EARLY CONTACTS

- 2.3 For the hapū of Ngāti Ranginui the period 1830-1864, when Pākehā began to regularly visit and occupy, was a time of opportunity. From 1830 traders such as Bidois, Borell and Poitier arrived in the Tauranga district and married into Ngāti Ranginui communities. Their names remain prominent in Ngāti Ranginui today. The hapū of Ngāti Ranginui capitalised on the new opportunities the traders presented, trading dressed flax for muskets, powder, blankets, tobacco, and other goods.
- 2.4 As the flax industry declined the focus of Ngāti Ranginui trade shifted to the supplying of pigs, wheat, potatoes, corn and onions. By the 1850s Māori at Tauranga were raising funds to construct flour mills. Ngāti Hangarau operated their own trading ship. Trading vessels named "Highlander" and "Te Paea" had connections to Ngāi Te Ahi. By the early 1860s, Tauranga Māori had become an integral part of trade in the wider Auckland region.
- 2.5 In 1834, the Church Missionary Society (CMS) established a mission station at Te Papa that was abandoned in 1836 due to inter-iwi warfare. By January 1838 the CMS had reoccupied the mission station at Te Papa and sought to purchase the land on which it stood. In late October 1838 the CMS and local rangatira reached an agreement about this land. In January 1839, the CMS negotiated the purchase of the remainder of Te Papa peninsula. A deed was finalised on 30 March 1839. Among the 28 names were those of Tahu and Te Kaponga of Ngāi Tamarāwaho. No other Ngāti Ranginui leaders signed the deed.
- 2.6 Shortly after the transaction many other Tauranga Māori protested that their interests were not acknowledged in the transaction or that they received no payment. Protests over this sale continued for some years, further payments were made by Brown and some Māori occupied parts of the block, often with Brown's support.

THE TREATY OF WAITANGI AND THE EARLY CROWN RELATIONSHIP

- 2.7 Captain William Hobson arrived in New Zealand on 29 January 1840. He had been instructed by the British Government to negotiate the cession of sovereignty by Māori to the Crown. Hobson aimed to achieve this goal through the signing of a treaty. On 6 February 1840 the Treaty was signed at Waitangi. In April 1840 a copy of the Treaty was sent to the mission station at Te Papa with a request for the missionary staff to procure the signatures of the leading chiefs of the district. Te Pōhoi Te Tahatika was one of 21 Tauranga rangatira who chose to sign the Treaty. Other Ngāti Ranginui leaders chose not to sign.

DEED OF SETTLEMENT

2: HISTORICAL ACCOUNT

- 2.8 In 1840 the Crown established a Land Claims Commission to investigate the validity of pre-Treaty land transactions. The Commission's investigations were limited. Transactions were assessed to see whether they had been completed prior to the Treaty of Waitangi, whether those Māori identified as party to the transaction supported it, and whether the price paid was sufficient.
- 2.9 Crown grants assigned absolute ownership to individuals with freedom to alienate the land and its resources. The grants replaced any arrangements which Māori and Pākehā made at the time of the transaction. While the Land Claims Commission could consider the impact of any ongoing arrangements particularly where they might invalidate the claim, it was not set up to determine customary ownership of any lands transacted. Māori could protest against the findings of the Commission to Crown officials. However, the Crown did not provide a formal mechanism for Māori to appeal decisions if they believed their interests had not been recognised.
- 2.10 In July 1844 the Commission investigated the CMS purchases at Te Papa. The Commission recommended that the CMS be granted all the land described in the two deeds, estimated at 1,030 acres. The Crown accepted the Commission's recommendation and granted this land to the CMS. In July 1851 the land was surveyed and found to contain 1,333 acres.
- 2.11 Some Ngāti Ranginui leaders had not been party to the transaction with the CMS. Ngāti Ranginui contend that the CMS acquisitions of Te Papa lands were customary land transactions rather than full and final sales. Ngāti Ranginui leaders who signed the deeds had an expectation of continuing benefits from the use of the land by the CMS and intended to allow the missionaries only conditional rights of occupation. However, Ngāti Ranginui interests and any arrangements regarding on-going use of the block were permanently lost as a result of the Crown's award to the CMS.

NGĀTI RANGINUI, KĪNGITANGA, AND THE WAR IN WAIKATO

- 2.12 In the 1850s expanding European settlement and increasing pressure for land throughout New Zealand began to impact on the relationship between Māori and the Crown. As the settler community grew so did their political and economic power and the demand for land. Many Māori feared being subordinated to the power of the settlers. These concerns, amongst others, gave rise to the King movement or Kīngitanga.
- 2.13 Ngāti Ranginui saw the Kīngitanga as a means of protecting themselves against the encroachments of colonisation and the loss of land. Oral traditions record that Paraone Koikoi of Ngāi Tamarāwaho and other leaders of Ngāti Ranginui participated in the selection of the appropriate candidate to take on the mantle of the King. A King was selected in 1858. The lands of Ngāi Tamarāwaho were placed under the King's protection. Pirirākau, who had strong links to the 'kingmaker' Wiremu Tamihana and his iwi, were also early supporters of Kīngitanga as were Ngāti Hangarau. Ngāti Ranginui hapū viewed their identity and mana as being strengthened under the Kīngitanga.
- 2.14 Many in the Government viewed Kīngitanga as posing a threat to their authority and as a land league which could slow the acquisition of Māori land. In 1860 a dispute between the Crown and Taranaki Māori over the Pekapeka block at Waitara brought these tensions to a head. War was the ultimate result and Kīngitanga chose to support the Taranaki iwi. Several Ngāti Ranginui hapū participated in these battles. The involvement of Ngāi Tamarāwaho is preserved in family names such as Waitara, Parihaka and Taranaki. Ngāti Ruahine recall that

DEED OF SETTLEMENT

2: HISTORICAL ACCOUNT

a chief transported weapons and ammunition to their Taranaki allies and was given the name "Taranaki" in return.

- 2.15 A ceasefire was agreed in March 1861 but many of the tensions which had caused the conflict remained. On 12 July 1863 Crown forces crossed the Mangatawhiri River, invading Kīngitanga territory and initiating the war in the Waikato. Ngāti Ranginui recall that all of the hapū of Ngāti Ranginui showed their allegiance to Kīngitanga by sending warriors there to fight against the Crown. A Crown official reported that Ngāi Tamarāwaho sent 18 men; Ngāti Hangarau sent 19 men; Pirirākau sent 23 men; Ngāi Te Ahi sent 16 men; and Ngāti Ruahine sent 3 men. Some 30 men from Wairoa hapū were also sent. Those fighting against the Crown were also supported by the provision of food and resources from Tauranga.
- 2.16 Ngāti Ranginui hapū were involved in various engagements of the war. Pirirākau were involved in a number of skirmishes against Crown forces in the Hunua Ranges and Wairoa Ranges. Tauranga Māori fought Crown forces at Meremere in November 1863.

THE BATTLE AT PUKEHINAHINA (GATE PĀ)

- 2.17 In October 1863 Ministers of the Crown considered Tauranga as part of a wider plan "for the future security of the settlers and the permanent preservation of peace". At this time they proposed that a line representing the frontier be drawn irregularly "from Raglan on the West Coast, to Tauranga, on the East". North of this line would be a "tract of country to be settled so as to form a barrier for the rest of the Province against incursions from the South". This tract of land would include a 'branch' down to Tauranga. The proposal took in the best fertile flat country of the Waikato, together with the natural harbour at Tauranga while avoiding the densely wooded hill country of the Kaimai Range. Although his plan was never implemented it showed that Ministers of the Crown saw Tauranga as land that should be settled by Europeans.
- 2.18 On 19 January 1864 the Crown decided to send troops to Tauranga. Local missionaries had advised that Tauranga was peaceable but the Crown viewed many Tauranga Māori as Kīngitanga supporters. The Premier Frederick Whitaker stated that "all the Natives of the west side of the harbour" were "decided enemies" of the Crown. Tauranga was also on the route by which Kīngitanga supporters from the East Coast could make their way to the war in Waikato.
- 2.19 Crown troops landed at Tauranga on 21 January 1864 and occupied the CMS station at Te Papa. Two redoubts were soon constructed adjacent to the mission. When news reached those Tauranga Māori in the Waikato that soldiers were now occupying their lands, they quickly returned to defend their whenua.
- 2.20 The occupation of Te Papa by Crown troops created great concern amongst Ngāti Ranginui. On 23 February 1864, Tīmoti Tutauanui, of Ngāi Te Ahi, sent a letter to the military camp asking:
- What is the meaning of the coming of the Englishmen to my place? Friends give heed, the nerves of my children have received a shock, they have retreated from before the soldiers... Cease to come upon my piece of land.
- 2.21 In response to the arrival of Crown forces Ngāti Ranginui prepared for war, fortifying old pā in their rohe and issuing challenges to Crown troops.

DEED OF SETTLEMENT

2: HISTORICAL ACCOUNT

- 2.22 On 28 March 1864 Terea Puimānuka of Ngāti Hangarau, Timoti Tutauanui of Ngāi Te Ahi, and other Tauranga rangatira wrote to the commander of the Crown forces on behalf of "all the Catholics at Tauranga" stating the rules of engagement they intended to follow in the anticipated battle. These rules were that any wounded prisoners who surrendered their weapons would not be harmed, that unarmed men would not be attacked, and that churches would be respected as places of refuge.
- 2.23 Crown reinforcements arrived towards the end of April, increasing the total Crown force to 1,700 men. On 29 April 1864 Crown military forces attacked Pukehinahina (Gate Pā), a fortification located within Ngāti Ranginui's rohe. The assault opened with a heavy artillery bombardment. However, Tauranga Māori had been preparing the pā for some time and its intricate defences were still intact when Crown infantry stormed the pā. The assaulting Crown force was heavily defeated, suffering more than one hundred casualties.
- 2.24 Ngāti Ranginui recall that all hapū participated in this battle. The intricate defences were the work of the Ngāti Rangī chief, Pene Taka. The Pirirākau chief Rāwiri Tangitu held a high command. Timoti, a leading chief of Ngāi Te Ahi, also fought at Pukehinahina. Ngāi Tamarāwaho fought under their chief Paraone Koikoi. Ngāti Hangarau were at Pukehinahina under the leaders Kereti and Terea Puhimanuka. Those of Ngāti Taka involved in the fighting included Tarewa, daughter of their leading chief Maungapōhatu, and her two children Te Pōhoi Te Tahatika and Karanama. Oral traditions of Ngāti Ruahine and Ngāti Te Wai record that these hapū also had warriors at Pukehinahina.
- 2.25 Although the battle was a victory for Tauranga Māori they also suffered many casualties. An estimated 25 Māori were killed at Pukehinahina. Ihakara, the eldest son of Paraone Koikoi, was the first person killed. Tradition records that he was shot whilst standing on a palisade reciting a karakia. Taipaku Nikorima of Ngāi Tamarāwaho was shot in the leg. Pōmare, Timoti and Whakatana Eru of Ngāi Te Ahi were recorded amongst the severely wounded. Ngāi Te Ahi recall that Hone Makarauri was also severely wounded.
- 2.26 The rules of engagement set down by the Tauranga Moana Catholics prior to the battle appear to have been followed. Heni Te Kirikaramu gave water to wounded troops. Te Auetu, a young girl of Ngāi Tamarāwaho and Wairoa rescued three wounded soldiers. Two she took on horseback to a field hospital. The third, David Hall, she took home, nursed, and later married.
- 2.27 Following their victory at Pukehinahina the Kīngitanga forces were greatly strengthened by the arrival of allies from neighbouring districts. At the behest of Te Ua Maungapōhatu, some members of Ngāti Ranginui who had withdrawn to Okauia returned to aid in the continuing conflict. The Crown sent its own reinforcements. Some 300 military settlers from Waikato arrived in Tauranga on 14 June.

THE BATTLE AT TE RANGA

- 2.28 Kīngitanga forces began preparing a fortified site at Te Ranga, further inland from Pukehinahina. Te Ranga was within the rohe of Ngāti Ranginui hapū. Ngāti Ranginui oral accounts record that the location of the partially completed pā was revealed by scouts in the employ of the Crown. On 21 June 1864, Crown forces surprised and attacked the defenders. A number of key Kīngitanga leaders were killed. Crown casualties were comparatively low with nine dead and 39 wounded. Estimates of the number of Māori killed at Te Ranga range from less than 70 to more than 100.
- 2.29 Te Pōhoi Te Tahatika of Ngāti Taka fought at Te Ranga. Ngāi Te Ahi lost much of its male

DEED OF SETTLEMENT

2: HISTORICAL ACCOUNT

leadership including Tīmoti Tutauanui, one of the authors of the 'rules of engagement' letter. The loss of Ngāti Hangarau men is recorded in the lament written for Te Kereti by his wife. Ngāi Tamarāwaho tradition records that a tupuna was run through with a sword and died a week later when the sword was finally removed. According to Ngāti Ranginui oral tradition a number of families were present at Te Ranga and insisted on staying when fighting commenced. The family of leading Ngāi Tamarāwaho chief Paraone Koikoi was one of those present during the battle. These traditions record that families died there.

- 2.30 Some Ngāti Ranginui surrendered in the weeks following the battle. Six men of Ngāti Hangarau, five of Pirirākau, two of Ngāti Rangi, one of Ngāti Kahu, and fourteen of Ngāti Tamarāwaho surrendered arms in July. However, many Ngāti Ranginui refused to surrender. They and their families made their way to inland bush settlements. Ngāi Tamarāwaho went to Akeake and Taumata via Tangiroimata. Ngāti Ranginui recall that Ngāti Hangarau went to Paengaroa and Wharetangata, Ngāi Te Ahi and Ngāti Ruahine at Oropi, Ngāti Kahu, Ngāti Pango and Ngāti Rangi at Poripori, Kaimai and Te Irihanga, and Pirirākau and Ngāti Taka at Whakamārama.

THE TAURANGA CONFISCATION

- 2.31 The New Zealand Settlements Act 1863 provided the legal framework for the confiscation of Māori land at Tauranga. This Act sought to take punitive action against any Māori who had taken up arms or supported those involved in armed resistance against the Crown. The Governor in Council was able to proclaim confiscation districts and the land in these districts could be used for military settlements. The Act also allowed for the return of land to Māori considered not to have been in rebellion.
- 2.32 On 5 and 6 August 1864 Governor Grey and other Crown officials held what became known as the 'Pacification Hui' at Te Papa during which the Crown made arrangements to confiscate land in Tauranga. Many Tauranga Māori who had survived Pukehinahina and Te Ranga were absent from this meeting including Pirirākau. Ngāti Ranginui tradition records that although a few individuals of Ngāti Ranginui hapū were in attendance they were not there as representatives of their hapū.
- 2.33 Those assembled were asked to point out the boundaries of their land. The Governor promised the Crown would only retain one quarter of the area proclaimed. The area retained by the Crown became known as the confiscated block. Neither the Governor nor the Crown officials present specified where this was to be located. Those Māori present at the pacification hui were unable to agree on the location of this land and left it to the Governor to decide. The Crown chose the Waimapu-Wairoa area adjacent to the CMS block at Te Papa as the location for the 50,000 acre confiscated block. This decision saw the permanent loss of land fall most heavily on the hapū of Ngāti Ranginui. On 16 August 1864, Grey issued a proclamation giving Tauranga Māori 21 days to surrender their arms in order to qualify for the return of any lands.
- 2.34 The Crown proclaimed a confiscation district covering approximately 214,000 acres of land at Tauranga through an Order in Council issued in May 1865. Doubts were later raised over whether this Order in Council had, as intended, extinguished Māori customary title in the entire district. The Tauranga District Lands Act 1867 retrospectively validated the Order in Council and declared that the whole district was "set apart reserved and taken under the New Zealand Settlements Act 1863".
- 2.35 The 1865 Order in Council also left out some of the land that the Crown had intended to

DEED OF SETTLEMENT

2: HISTORICAL ACCOUNT

include in the confiscation district. Initial surveys of the 50,000 acre confiscated block also indicated that parts of it fell outside of the boundaries described in the original order. The Crown addressed these issues through the Tauranga District Lands Act 1868 which altered the boundaries of the Tauranga confiscation district, increasing the area to 290,000 acres.

TE PUNA – KATIKATI PURCHASE

- 2.36 During August 1864 the Crown organised a purchase of lands at Te Puna and Katikati with a group of chiefs from another Tauranga iwi. This land lay within the boundaries of what became the Tauranga confiscation district in 1865, and represented a large proportion of the land which was to be returned to Tauranga Māori. Negotiations commenced in Tauranga but were concluded in Auckland. On 26 August 1864 the Crown initiated the purchase of Te Puna and Katikati blocks with an initial payment of £1,000. At the time of the purchase it was estimated that these blocks contained 90,000 acres of land. A more recent estimate gave the area as 93,188 acres.
- 37 No Ngāti Ranginui leaders were involved in the decision to sell Te Puna and Katikati to the Crown. The Crown acquired land in which the Ngāti Te Wai and Pirirākau hapū of Ngāti Ranginui held interests without involving them in the negotiations. Pirirākau were later given £100 from the initial payment of £1,000 by those that received the payment. Pirirākau did not view this payment as extinguishing their claims to Te Puna-Katikati as it was not paid to them by the Crown.
- 2.38 The Crown arranged hui at Tauranga during June and July 1866 to inquire into the claims of a number of interested iwi and hapū that, like Ngāti Ranginui hapū, had not been included in the purchase negotiations. A majority of the Pirirākau representatives quickly left the meeting after another iwi disputed a significant proportion of their claims. The claims advanced by Te Ua Maungapohatu of Ngāti Ranginui to coastal land between Wairoa and Waipapa were accepted by another iwi attending the meeting.
- 2.39 In October 1866 the Crown returned to Tauranga to finalise payments for Te Puna-Katikati. The Crown made further payments of £6,000 for Te Puna block and £700 for the Katikati block and agreed to reserve 6,000 acres of land along the harbour and 1,000 acres of land elsewhere in the blocks for Māori. Ngāti Ranginui hapū were almost completely excluded from this agreement. Only Te Ua Maungapohatu was party to some of the arrangements and signed the deed.
- 2.40 In May 1871 Pirirākau received a share with other hapū of £471 for their interests in Te Puna-Katikati block. The Crown paid this money after years of resistance by Pirirākau and others to the Crown's attempts to finalise the purchase of this land.

THE BUSH CAMPAIGN AND SUBSEQUENT RESISTANCE

- 2.41 Ngāti Ranginui hapū strongly resisted the Crown's confiscation of land and Te Puna-Katikati purchase. In September 1866 a Pirirākau runanga decided to stop all surveys west of the Wairoa River. They stated that the land belonged to them, that they were not parties to the Tauranga surrender, and that other Tauranga iwi had no right to cede their territory. On 17 September 1866, a group of Pirirākau obstructed the survey of the confiscated block, taking the surveyor's instruments.
- 2.42 The survey of the land between the Waimapu River and the Wairoa River, which was to be

DEED OF SETTLEMENT

2: HISTORICAL ACCOUNT

retained by the Crown as the confiscation block, showed the area contained 40,800 acres. More land was required to make up the 50,000 acres being retained by the Crown. It was proposed that an area of land between the Wairoa and Te Puna rivers containing 14,200 acres be added to the confiscated block, of which 5000 acres would be returned to Māori.

- 2.43 The Crown discussed the extension of the confiscated block with some Tauranga Māori in November 1866. An arrangement was made to include the land on the western side of the Wairoa River. This land was claimed by Ngāti Ranginui hapū, in particular, Pirirākau. The Crown promised to return any land in the block which was in excess of the 50,000 acres required. Most Pirirākau declined the several invitations to attend a meeting with Crown officials. Only Te Ua Maungapohatu gave his consent to the arrangements in return for a reserve of 300 acres for himself and his people at Epeha and Waikaraka.
- 2.44 On 6 November 1866 the Crown informed Pirirākau that the confiscated block and Te Puna-Katikati purchase had been settled and advised them to abandon their claim to the confiscated area. Pirirākau rejected this declaring that the Crown "shall not have the land between Te Wairoa and Waipapa" and warning that if surveyors came onto the land their surveying instruments would be taken.
- 2.45 Crown officials asked the chiefs of another Tauranga iwi to intercede in the dispute. On 8 November 1866 Pirirākau and a group of these chiefs held a hui to discuss the continued resistance of Pirirākau. Pirirākau did not alter their stance. They agreed, however, not to interfere further with the survey of the confiscated block. The Crown dispatched military escorts to protect the surveyors. The survey of the confiscated block continued under military escort and without interruption from Ngāti Ranginui.

The interruption of surveys and the Crown response

- 2.46 From late October 1866 a group of fervent Kīngitanga supporters from other districts joined Ngāti Ranginui protesters in attempting to obstruct the Crown's surveys. Their first attempts to do so were prevented by the Crown's military escorts. However, in the last days of 1866 Crown surveyors operating without a military escort abandoned their work after receiving threats against their lives. The Kīngitanga party, which by that time included Pene Taka of Ngāti Ranginui and other Tauranga Māori, seized the goods left behind by the surveyors.
- 2.47 In January 1867 a number of Ngāti Ranginui hapū and other iwi discussed the prevention of Crown surveys at the tangi of a recently deceased Hauraki chief. A crown official reported that all those at the tangi objected to the stopping of surveys. However, at a meeting with those Kīngitanga supporters responsible for the disruptions Ngāti Hangarau indicated their willingness to fight. Ngāti Rangi and Pirirākau representatives also attended this meeting.
- 2.48 The Crown viewed threats against surveyors as a deliberate ploy by some Māori to provoke a new conflict. The Crown conducted military operations in response to the perceived threats. These operations became known as the Tauranga bush campaign.
- 2.49 On 17 January 1867 Crown forces prepared an expedition to capture those responsible for preventing the surveys. A warrant was issued for the apprehension of a number of Māori, including Pene Taka, a chief of the Ngāti Rangi hapū of Ngāti Ranginui. On 18 January a Crown force marched to the village of Irihanga where they came under fire. Four days later a Crown force surprised the residents of Irihanga. After a brief skirmish the occupants retreated into the bush. Crown forces looted the village and destroyed its cultivations before completely destroying the village by setting fire to it. The Crown force employed these 'scorched earth'

DEED OF SETTLEMENT

2: HISTORICAL ACCOUNT

tactics for the remainder of the bush campaign, targeting not only those who had disrupted surveys but all those who opposed the confiscation.

- 2.50 During January 1867 Crown forces attacked and destroyed the Pirirākau villages and cultivations of Whakamārama and Waiwhatawhata. The Crown asked Pirirākau to surrender, but Rāwiri Tata replied: "Go and tell your Pākehā that I have never surrendered, and will not surrender; I will yet drive them all into the sea". On 15 February the Crown attacked Māori in the vicinity of Te Irihanga and Whakamārama, and, despite comparatively heavy losses, once again drove Māori away from the area, destroying all cultivations they found.
- 2.51 The conflict soon engulfed the Ngāti Ranginui hapū of Ngāi Tamarāwaho, Ngāti Hangarau, Ngāi Te Ahi and Ngāti Ruahine. In early January 1867 a Crown surveying party near the Ngāi Te Ahi kāinga of Oropi was threatened and turned back. Crown forces were instructed to push their way through to Oropi. In late January 1867 a force of Māori fighting with the Crown advanced upon Oropi and destroyed the village. On 2 February Māori fighting with the Crown captured an abandoned fortified whare at Kahakaharoa. Crown forces then attacked the Ngāi Tamarāwaho villages of Akeake and Taumata which were taken and destroyed. Three days were then spent destroying the extensive Taumata cultivations. The Ngāi Tamarāwaho village of Maenene was also destroyed and the kāinga Paengaroa was then destroyed.
- 2.52 In March 1867 a Crown force of 280 men attacked the Wairoa hapū village of Kaimai and the Ngāti Hangarau village of Te Kaki. The Crown force destroyed all of the provisions at these kāinga including large cultivations of potato and maize. Ngāti Ranginui oral tradition records the deaths of women and children during the Campaign.

Resistance following the bush campaign

- 2.53 Through 1867 and into 1868 there were many reports of possible attacks on Tauranga settlers by Māori. No such attacks eventuated. By 1870 Pirirākau, who had led much of the resistance to the Crown's confiscation, were living outside Tauranga. Some were at Kuranui in the Pātetere district on the western side of the Kaimai ranges, while others were at Okauia. In 1871, those at Okauia returned to Te Puna. Ngāti Ranginui believe it likely that Ngāti Rangi and other Wairoa hapū went with Pirirākau and returned with them in 1871.
- 2.54 Other Ngāti Ranginui hapū also lived at inland kāinga or outside of the district for several years after the war. Ngāi Tamarāwaho did not return from their inland refuges to Hūria until 1872. Some Ngāti Hangarau were still living inland in 1872 and 1874. Some of Ngāi Te Ahi (and probably the Ngāti Ruahine who lived with them) were at their inland kāinga Oropi until the early 1870s.
- 2.55 In May 1871 Pirirākau resumed their resistance to Crown activities, seizing 100 telegraph poles at Te Puna. From 1871 to 1879, Pirirākau and Ngāti Rangi engaged in a sustained campaign of protest against land loss and further settlement at Tauranga. Pirirākau and Ngāti Rangi resisted the occupation by Pākehā of reserves at Ōmokoroa set aside for another iwi. This included the taking of fencing materials. Pirirākau also resisted efforts to open the Kaimai district to gold prospectors.
- 2.56 The Crown met with Ngāti Ranginui a number of times in an attempt to settle these disputes. In 1873, the Native Minister advised Pirirākau to cease their resistance and concentrate on cultivating their remaining land. Ngāti Ranginui contend that the hapū had little cultivatable land remaining after the confiscation. At a meeting in 1877 the Pirirākau chief Parata clearly explained why their opposition continued: "We acknowledge neither the confiscation nor the

DEED OF SETTLEMENT

2: HISTORICAL ACCOUNT

sale to the Government; we never gave our consent to either, and will not acknowledge them". The Crown, however, rejected these claims of Ngāti Ranginui to land in Katikati and Te Puna and asked "whether they had a desire to return again to those days when they were wanderers on the face of the earth without any settled place of abode". Ngāti Ranginui considered these words a veiled threat. The Crown rejected further protests and claims from Ngāti Ranginui.

THE RETURN OF LANDS AND THE COMMISSION PROCESS

- 2.57 The New Zealand Settlements Act 1863 provided for a Compensation Court to return land to Māori. However, in 1865 the Crown appointed Commissioners to perform this task in Tauranga. The Commissioners began allocating and awarding reserves in Te Puna-Katikati and the confiscation block before they received the necessary powers under the Commissioners Powers Act 1867. The Tauranga District Lands Act 1867 validated any awards made prior to 1867.
- 2.58 The Commission process was drawn out and took almost 20 years to complete. Decisions were not open for appeal or formal review. Commissioners were not required to keep records of their work. The Crown returned 2,234 acres of reserves within the 50,000 acre confiscated block to Ngāti Ranginui hapū and trustees. This was less than five percent of the confiscated block, which lay primarily within the rohe of Ngāti Ranginui hapū and equated to less than seven acres per person for the 325 to 365 people recorded as Ngāti Ranginui from 1874 to 1881. Some additional areas were reserved for individuals of Ngāti Ranginui.
- 2.59 The Crown returned any land not included in either the 50,000 acre confiscation block or Te Puna-Katikati purchase to Māori. Following recommendations from the Commissioners the Crown awarded Ngāi Tamarāwaho a total of 6,672 acres. Most of this land was located inland and consisted of forest and hill country. Only 42 acres of workable coastal land was returned to Ngāi Tamarāwaho which a Crown official admitted would never permit the hapū "to support themselves adequately, let alone to prosper". Ngāti Hangarau was awarded 5,606 acres consisting primarily of heavily forested hills located inland. The primary areas of cultivation for Ngāti Hangarau had been on the coast.
- 2.60 The Crown initially granted Pirirākau 343 acres. Following a request for land in 1880, the Crown made an additional award of 50 acres but this was never issued. The Commissioners made a number of other recommendations awarding 2,264 acres of land to Pirirākau, but no Crown grants were ever issued. The Crown did grant this hapū a share in some large inland blocks with a number of other hapū.
- 2.61 The Crown granted the Wairoa hapū a fraction of the coastal lands they claimed. Ngāti Kahu and Ngāti Rangi were granted 315 acres of coastal lands. These hapū were also awarded interests in a number of inland blocks which they shared with a number of other hapū. Ngāti Pango were not granted any land within the Confiscation Block. Subsequently, however, they came to settle on a 200 acre block within Te Puna Parish. This block had been granted to three individuals from another Tauranga iwi one of whom later claimed he had acted on behalf of Ngāti Pango. Ngāti Pango did acquire a shared interest in two inland bush blocks.
- 2.62 The Crown granted Ngāti Taka a small inland block of 181 acres. The hapū also made claims to a number of other inland blocks but these were not accepted by the Commissioners.
- 2.63 Ngāi Te Ahi were awarded 336 acres in Te Papa block. The hapū was also awarded exclusive interests in several small coastal blocks totalling approximately 115 acres. They also shared

DEED OF SETTLEMENT

2: HISTORICAL ACCOUNT

interests in several other blocks totalling just over 10,000 acres, although most of this area was located in inland bush blocks.

- 2.64 Ngāti Ruahine were awarded exclusive interests in 438 acres of land and shared interests in a 102-acre bush block. Ngāti Ruahine claims to a number of other blocks were unsuccessful. Ngāti Te Wai did not receive any land as a hapū award.
- 2.65 The hapū of Ngāti Ranginui consider that the commission denied them almost all of their most valuable lands and that the land they were able to secure was insufficient for their support. The Crown awarded significant areas within the rohe of Ngāti Ranginui to individuals of other iwi with a lesser connection to the land. Such awards were made, in part, to reward those who had not fought against the Crown and/or had assisted the Crown during the Bush Campaign and came at the expense of the Ngāti Ranginui hapū. Virtually no reserves were made to Ngāti Ranginui hapū in Te Puna and Katikati blocks where Ngāti Pango and Pirirākau had extensive interests.

THE ALIENATION OF RETURNED LANDS

- 2.66 The Crown granted the land it returned to Ngāti Ranginui to individual owners rather than to the tribal communities who had held the land under customary tenure. This made it possible for land to be alienated by individual owners without reference to their tribal collectives.
- 2.67 The Crown often included restrictions on the alienation of lands returned to Māori. However, agreements to sell land were often reached before land had been through the Commission process or prior to Crown grants had being made. Most Ngāti Ranginui hapū were affected by the land purchasing efforts of private and Crown agents from the late 1860s through to the mid 1880s. Many alienations were approved after the grants were issued as if the restrictions on alienation were a "dead letter".
- 2.68 By 1886, more than half of the land returned to Tauranga Māori through the operations of Crown commissioners had been alienated. Much of the land returned to Ngāti Ranginui hapū was bush covered hill country and too expensive for them to develop. However, some Pākehā purchasers assumed that the land was rich in gold or kauri gum. Others were attracted by the millable timber on the land.
- 2.69 It is not clear if all the Ngāti Ranginui involved in the sale of land interests understood which lands they were selling, received payment for their lands, or even knew that a sale was taking place. In 1886 the Crown conducted an investigation into purchases at Tauranga and found a number of irregularities. In some cases the purchase agent had induced indebted Māori to sign blank receipts before the details of land blocks were entered. In other cases agents did not make payments they claimed to have made, or entered single payments as multiple payments across many blocks. Agents also recorded payments for a particular block against a different block. The Crown dismissed the Government purchase agent responsible for these practices but did not return the land interests.

LAND USE PROBLEMS

- 2.70 The Crown returned a limited amount of productive land to Ngāti Ranginui following the confiscation. The lack of protection given to these lands to ensure their retention constrained the level of development that could be undertaken by Ngāti Ranginui hapū. Much of the land awarded to them was inland hill country which was heavily forested and proved difficult to

DEED OF SETTLEMENT

2: HISTORICAL ACCOUNT

develop. Ngāi Tamarāwaho sold the Taumata block to the Government "because they were useless from the agricultural point of view, and only amounted to a few acres per individual".

- 2.71 The Crown returned little coastal land to Ngāti Ranginui. The use of the returned lands was limited by their location and extent. Some Ngāti Ranginui engaged in the production of wheat and other crops for market. The success of these crops was limited by the low prices they attracted. Engagement in pastoral development was not possible on the relatively small areas returned.
- 2.72 The land the Crown returned to Ngāti Ranginui hapū proved increasingly insufficient to grow enough food for their support. Intensive cultivation of the land decreased its productive capacity. In 1891, a Crown official described the land returned at Hūria (Ngāi Tamarāwaho) as "poor in quality" and "quite worked out". In 1898, another Crown official described Ngāti Hangarau as being a "sea-side people" with only enough land near the coast "to starve on". Other Ngāti Ranginui hapū also suffered from the lack of adequate land.
- 2.73 Ngāti Ranginui hapū drew on their Kīngitanga associations as a source of strength to maintain a sustained period of protest and complaint from the 1890s onwards. A local committee aligned to the Kīngitanga was established in 1886, including Te Raroa Herewini of Ngāti Kahu and Amo Keiha Kereti of Ngāti Hangarau among others. This committee made regulations and saw that they were enforced.
- 2.74 Ngāti Ranginui took an active role in the Māori King's parliament, or Kauhanganui, which was established in 1892. Ngāti Hangarau rangatira Te Mete Raukawa and Potaua Tangitu of Pirirākau were appointed magistrates. Te Mete Raukawa was also a member of the inner circle of Te Kīngitanga known as Tekau marua, and Tangitu was a member of the Kauhanganui Committee. Te Kerekau Wanakore, chief of Ngāti Taka, became Chairman of the Kauhanganui Committee with hui often being held at Raropua. Te Karehana and Te Pakaru Wakanui of Ngāti Hangarau also served as advisors on Kauhanganui. Ngāti Hangarau were presented with Te Pahi O Matariki, the King's emblem, which is displayed over the front door of their meeting house.
- 2.75 In 1894 the Kauhanganui declared that the power to lease land owned by adherents to the King, which included Ngāti Ranginui, was under the mana of King Tawhiao. Under any such lease the rights to minerals would remain with the King, the leaseholder gaining only grazing rights. The King's mana was extended over land held under Crown grants and permission had to be sought before surveys or development could proceed. In 1895 the Kauhanganui, with another Māori political institution, boycotted the Native Land Court for three months and slowed the alienation of Māori land during this period.
- 2.76 From the 1890s, Ngāti Ranginui also lobbied the Crown intensively for additional land. The Crown rebuffed requests made by Ngāti Hangarau for more coastal land, concluding that their inland blocks were sufficient for their support. Ngāti Hangarau persisted in their requests for more land over the next decade without success.
- 2.77 In 1891 Ngāi Tamarāwaho requested that six acres near Hūria be given to them to grow food for the support of their school children. The request was rejected as the land in question had been reserved for another purpose. Ngāi Tamarāwaho made a similar request in 1893 which was ignored by Crown officials.
- 2.78 A third request, in 1895, resulted in an investigation which found that the Crown owned land at Hūria, which had been requested by Ngāi Tamarāwaho, was under lease. No other suitable

DEED OF SETTLEMENT

2: HISTORICAL ACCOUNT

Crown owned land was found close to Hūria. The Crown still considered Ngāi Tamarāwaho owned land sufficient for their support.

- 2.79 Ngāi Tamarāwaho continued to request additional land from the Crown. In 1920 they petitioned parliament seeking a grant of land or an inquiry into the confiscation of their land. The Crown placed the petition before the Sim Commission which it established to inquire into the confiscation of lands. It also asked the Sim Commission to address a petition from Nepia Kohu of Ngāi Tamarāwaho and 628 persons which protested against the inclusion of their lands in the confiscation. However, the Commission considered the petition to be outside its scope. The Commissioners did not recognise Ngāti Ranginui as a separate iwi with its own particular grievances over the land that had been confiscated.
- 2.80 Ngāti Ranginui continued to petition Parliament into the 1940s. In 1944 Ngāti Ranginui presented seven petitions. Further petitions were sent in 1945 and 1946 including one which requested that "a competent and impartial tribunal" fully enquire into the confiscation of lands from Ngāti Ranginui "who have been reduced to poverty and whose progress has been retarded by the erroneous confiscation of tribal lands". Direct appeals were also made to the Minister of Māori Affairs in July 1949 and Prime Minister in April 1958 but to no avail.
- 2.81 In the absence of further land awards Ngāi Tamarāwaho at times cultivated vacant land around Tauranga. Ngāi Tamarāwaho viewed this as both an economic necessity and as a means of maintaining ahi ka to lands that had been confiscated. This ad hoc occupation continued for many decades but became increasingly difficult during the 1920s and 1930s as the Tauranga urban area developed. Ngāi Tamarāwaho families were often told to move on from their food lots by the local authorities.

THE ALTERED RELATIONSHIP BETWEEN HAPŪ AND THEIR TRADITIONAL LANDS

- 2.82 The war and raupatu of the 1860s profoundly altered the relationship between Ngāti Ranginui and their traditional lands. As a result of the fighting certain parts of the returned lands in Tauranga were considered tapu and could not be utilised for cultivation. In the latter decades of the nineteenth century and for some years after 1900 many Tauranga Māori groups faced starvation. This situation was not altered until 1921 when T.W. Ratana came to Tauranga to lift the tapu. Ngāti Ranginui record that many people were close to starvation at the time the tapu was lifted.
- 2.83 Ngāti Ruahine were prevented from utilising some of their returned lands for many years. The Crown grant was issued for the Poike block to two members of the hapū who leased to a settler when many Ngāti Ruahine were living inland following the bush campaign. When Ngāti Ruahine returned they were unable to utilise this land. In 1884 the original Crown grant was cancelled and the new grant listed all the beneficial owners. However, although the owners were entitled to a share of the income from the lease Ngāti Ruahine were still unable to occupy or utilise the land.
- 2.84 Land returned to Ngāti Ranginui hapū was subject to the Crown's native land laws and the Native Land Court. The Native Land Court, established by the Native Lands Act 1862, was tasked with determining the ownership of Māori land and the conversion of customary land titles into titles derived from the Crown. At Tauranga, this role was largely undertaken by the Commissioners. However, the Court later determined the relative ownership interests of individuals in the reserves awarded in the confiscated block and Te Puna-Katikati purchase area. It also administered titles to returned lands, including succession cases and the subdivision of blocks.

DEED OF SETTLEMENT

2: HISTORICAL ACCOUNT

- 2.85 The Native Land Court awarded land to individuals, rather than hapū or whānau groups. This resulted in increasingly fragmented land titles with many named owners. This fragmentation of titles increased as the interests of named owners were succeeded to by their descendants. Ngāti Ranginui consider that the complexity of some Court processes resulted in many individuals losing interests in land without full understanding how this occurred.
- 2.86 The partitioning of Māori land in Tauranga into smaller parcels with increasing numbers of owners, provided serious obstacles to developing and using the land. By 1920, the landholdings of many Ngāi Te Ahi were small and scattered as a result of partitioning. The size of many Ngāi Te Ahi blocks made them uneconomic to farm.
- 2.87 The fractionation of titles fostered conflict within Ngāti Hangarau. Ngāti Hangarau recall that they had held a small papakāinga block communally under trustees for several decades to avoid competition in relation to the increasing number of small interests in the block. In 1916 the Native Land Court determined the beneficial ownership of the block. Ngāti Hangarau recall that they limited the number of owners that would be placed on the title to a manageable number.
- 2.88 Ngāti Hangarau also experienced internal tensions as a result of the limited amount of land awarded to the hapū. The lack of land meant that some Ngāti Hangarau whānau have never lived within their traditional area.
- 2.89 The Crown's award of reserves in Te Puna block caused a dispute between Pirirākau and Ngāti Taka in the early 1900s. Each hapū had differing views of the extent of their interests in the 300 acre reserve which had been granted to two owners in trust for Pirirākau. This dispute involved numerous petitions and court cases up to the mid-1920s and created deep rifts in the Te Puna community. The practice of tikanga was altered, marae were abandoned by some families and further property disputes arose.

EMPLOYMENT DIFFICULTIES

- 2.90 From the 1870s, in the absence of any large land base following the Crown's confiscation, Ngāti Ranginui hapū became increasingly reliant on waged work. They found seasonal or casual work for Pākehā farmers when available. In the 1870s many Māori (most likely Ngāi Tamarāwaho) harvested potatoes on a Greerton farm and worked on swamp drainage at Te Ranga. In 1882 other Māori (likely Ngāti Hangarau and Wairoa hapū members) were employed to construct a section of the Tauranga-Cambridge road.
- 2.91 By the end of the nineteenth century Ngāti Ranginui hapū members facing underemployment locally, were leaving Tauranga to find work. In 1893 a large number of Māori from Hairini (likely Ngāi Te Ahi) left for the Tairua gumfields, and Māori from Hūria left the district to work in Te Puke maize fields. By 1899, whole Ngāi Tamarāwaho whānau were digging gum at Katikati, as were a number of Pirirākau.
- 2.92 The need to work away from traditional kāinga was a feature of Ngāti Ranginui life in the early twentieth century. In 1922 the Prime Minister was informed by George Hall of Ngāti Ranginui that:

My people is [sic] very poor, and with large families, many of them are spread over between Tauranga and Taneatua on Public Works. In spring they return home to do their cropping on the few acres left to them or leased from Europeans.

DEED OF SETTLEMENT

2: HISTORICAL ACCOUNT

- 2.93 In the 1930s and 1940s some Māori men left Tauranga to work in the forestry and hydro construction projects. Ngāti Taka men and some from Ngāi Te Ahi moved to the central North Island to engage in work creating the Kaingaroa Forest. Men who left the district for work generally returned to their home kāinga.
- 2.94 By the 1930s, there was less seasonal work available and many men and families left the Tauranga district permanently. This process inevitably undermined the bonds which held communities together in their tūrangawaewae. The Crown provided unemployment relief to Māori from 1930 as part of its relief work schemes. However, Māori were paid less than pākehā through this scheme. Māori were not eligible at all for the 'sustenance payments' provided to those who had no work. This policy would have impacted particularly on any Ngāti Ranginui families who possessed little in the way of land or other resources. From 1 June 1936 Māori were paid the same rates as Pākehā.

POOR HOUSING

- 2.95 From the late nineteenth century and for much of the twentieth century Ngāti Ranginui communities were unable to provide homes of sufficient quality or of the size required to adequately house large families. Many Ngāti Ranginui lived in substandard and overcrowded housing built of non-permanent materials. In 1936 a survey of Māori housing in Tauranga found one third of houses to be unfit for human habitation.
- 2.96 In the 1930s most houses in the Wairoa papakāinga housed a large number of people in just two bedrooms. Conditions had changed little by the 1970s. Houses in the community remained very basic and all were in a state of disrepair.
- 2.97 In 1955 fourteen of the sixteen houses at the Ngāi Tamarāwaho village of Hūria were found to be substandard. Ngāti Ranginui recall that shanties were built out of roofing iron, wood slabs, or built around tress or hedges. Local authorities ultimately decided to re-house the community. The re-housing affected the nature of the community, however, as many Ngāi Tamarāwaho families were re-housed at Greerton and Otumoetai away from the papakāinga and community they had struggled to maintain.
- 2.98 Up to the 1950s houses in Hairini were constructed from corrugated iron, had dirt floors, and relied on a nearby pump for water. The houses around the marae were demolished in the 1960s and householders were provided with rental houses. As at Hūria, this process was difficult as many felt a deep sense of loss when leaving their papakāinga.

HEALTH PROBLEMS

- 2.99 Poor housing conditions affected the health of Ngāti Ranginui communities. The health services provided by the Crown were limited in nature and scope. Māori utilised the military hospital established at Tauranga but this had closed by 1875. A 'Native hostel' was established at Tauranga in the 1870s and was utilised to treat Māori. During this time the Crown also appointed a doctor to treat Māori who could not afford to pay for treatment. However, spending cuts saw this service withdrawn in 1888. Some medicines were made available to Māori communities through the Māori school system but a hospital was not established in Tauranga until 1914.
- 2.100 Typhoid epidemics occurred at Tauranga in 1911, 1912, 1914, and 1915. At Hūria, food shortages and poor living conditions contributed to severe outbreaks of influenza and

DEED OF SETTLEMENT

2: HISTORICAL ACCOUNT

tuberculosis during the 1890s. Water was sourced from a creek and in the absence of an uncontaminated water supply typhoid outbreaks continued. An outbreak in the 1920s claimed several lives. Most families living at Hūria were affected by the 1918 flu epidemic, with one kaumatua recalling the deaths of three of his sisters. The incidence of tuberculosis remained high over the course of the 1930s. Infant mortality was high in the first decades of the twentieth century and remained so into the 1930s.

- 2.101 Tuberculosis was prevalent in the Wairoa community during the 1930s. The Crown made some effort to address the many health issues facing Māori communities in Tauranga, funding an expansion to the existing native health Nursing scheme and launching campaigns against tuberculosis and typhoid. However, the Wairoa hapū recall that infant mortality was high and children succumbed to epidemics of typhoid and influenza through the 1930s and 1940s. A range of ailments remained present in the community into the 1950s, including skin diseases and syphilis. Respiratory illnesses were common, and preventable deaths occurred through the non-treatment of conditions such as appendicitis. Outbreaks of typhoid affected Ngāti Hangarau from 1915 until the early 1920s.
- 2.102 A district nurse visited the Hūria community from the 1930s, and Wairoa from the late 1940s. However, people in these settlements were mainly left to deal with health issues themselves. Medical services and hospital treatment in Tauranga were not easily accessible for people from outlying communities.

EDUCATION

- 2.103 The Crown opened its first Native School in the Tauranga district at Whareroa in 1871. Further Native schools were opened, including schools at Maungatapu, Paeroa (Bethlehem), Hūria, and Karikari. Recurring sickness and the mobility of the Māori population at Tauranga, partly as a result of travelling to find work, saw school rolls fluctuate. The school at Hūria was closed in the early 1890s. The school at Maungatapu was closed between 1895 and 1913. A number of Education Board schools were opened at Tauranga which Māori were able to attend.
- 2.104 The curriculum offered at the Native schools was initially limited to basic literacy in English, basic numeracy skills and health education. From 1900 manual, technical, and domestic instruction formed an important part of the curriculum. Many Māori who attended the Education Board schools were disadvantaged as these schools did not have programmes to teach English to Māori students. A smaller proportion of Māori students reached the upper primary standards or succeeded in these standards at Education Board schools as compared to Native schools.
- 2.105 Prior to the Second World War access to secondary schooling at Tauranga was limited and the proportion of Māori students who engaged in secondary education was less than that for Pākehā.
- 2.106 Māori culture and language did not form a part of the school curriculum until the 1930s and the use of te reo Māori was discouraged. Members of Ngāti Ranginui hapū recall being punished for speaking te reo Māori.

URBAN EXPANSION AND PUBLIC WORKS TAKINGS

- 2.107 Ngāti Ranginui hapū lost significant areas of their remaining lands and access to resources as

DEED OF SETTLEMENT

2: HISTORICAL ACCOUNT

a result of Crown's development of infrastructure at Tauranga. From 1909 work began on the East Coast Main Trunk Railway connecting Waihi, Tauranga, Mount Maunganui and Te Puke. The railway affected the main coastal kāinga of the hapū Ngāti Hangarau and Wairoa. Ngāti Ranginui protests saved some sites but other wāhi tapu and resource gathering sites were destroyed.

- 2.108 The Crown's development of the port at Mount Maunganui and the growth of the Mount Maunganui urban area from the mid 1940s led to increased demand for land. This resulted in higher local body rates. Ngāi Te Ahi were particularly affected by this process. In response to high rate demands and rate arrears some owners sold land while others vested land in the Māori Trustee for subdivision and sale, hoping that a portion might be retained for themselves.
- 2.109 From the late 1950s the Crown initiated a motorway building programme which affected the Ngāti Ranginui communities of Hairini and Waitaia. Land was taken for the motorways and land not taken was often modified through the extraction or dumping of fill. In many cases the motorways separated part of a block from the remainder, leaving the severed section without legal access. The Crown later acquired some of the severed sections for other public works, the owners being unable to economically utilise them. Ngāti Ranginui marae and papakāinga became surrounded by streets and subdivisions.
- 2.110 In the 1950s a local authority installed a 10 inch water supply pipeline through the middle of the Ngāti Ruahine marae at Waimapu and through neighbouring blocks. Ngāti Ruahine were not consulted and the pipeline was laid without first gaining an easement. The Māori Land Court found that the pipeline had been laid illegally. The land owners received no compensation. The 10 inch pipe line was replaced with a 26 inch pipe in the mid-1970s. Compensation for the new pipeline was provided in the form of domestic connections to this water supply, at a small discount.
- 2.111 Public Works legislation empowered other agencies, such as local authorities, to take land regarded as essential for public works. In 1965 one of the last substantial pieces of land remaining in Ngāti Ruahine ownership was taken by a local authority to protect the local water catchment. The authority subsequently leased some of the land for farming purposes or utilised it for commercial forestry purposes. In the 1970s the Crown also took land for the building of a secondary school. The school was not built and but the land was maintained in Crown ownership and utilised by a local polytechnic. From 1967 land was lost through a number of public works takings for roads.
- 2.112 Compensation payments from the Crown could not be considered until a public works taking had been gazetted. In some cases public works takings were not gazetted for many years delaying compensation payments, sometimes until after the relevant public work had been completed. In 1959 the Crown began work on a section of road running through land at Hairini. The proclamation taking the land was not gazetted for 11 years, preventing any compensation hearing. The owners, the Taki family, lost their land and home and waited 11 years before receiving compensation. Other compensation negotiations were drawn-out and adversarial.
- 2.113 Ngāti Ranginui land owners were not directly involved in the compensation process and believe they were prejudiced as a result. From 1887 to 1962 compensation hearings took place in the Native/Māori Land Court following an application from the Minister of Public Works. From 1962 to 1974 the Māori Trustee was empowered to negotiate compensation on behalf of the owners. Ngāti Ruahine was unable to take an active part in compensation negotiations for land taken from the Poike blocks. Claims for compensation for blocks severed

DEED OF SETTLEMENT

2: HISTORICAL ACCOUNT

by new roads were dropped by the Māori Trustee. The interest payments on delayed compensation payments did not match inflation.

LAND DEVELOPMENT AND ADMINISTRATION IN THE TWENTIETH CENTURY

- 2.114 The Crown initiated land development schemes in the 1930s to aid in the development of Māori land at Tauranga. However, these schemes largely bypassed Ngāti Ranginui. Ngāi Te Ahi sections were not included in development schemes as they were too small or already occupied by whānau or lessees.
- 2.115 Ngāti Ranginui recall that men from all Ngāti Ranginui hapū fought overseas in the Second World War. On their return efforts were made to secure land grants for these men. The Crown subsequently made 400 acres available to all soldiers of the district who served in the Māori Battalion. Five returned servicemen with Ngāti Ranginui affiliations settled on the land made available.
- 2.116 In the 1960s some Ngāti Ranginui land owners formed trusts or incorporations in an effort to aid land development. The Crown made finance available to trusts through the provisions of the Māori Affairs Act 1953. Through the 1970s and early 1980s these loans aided the development of some Māori land at Tauranga. Pirirākau were able to develop land at Te Puna and Poriori with Crown assistance while the Ranginui and Ngamanawa incorporations also developed land. The Crown ceased its provision of finance to trusts from the early 1980s. The lack of continued Crown support for development and the inability to secure private finance has hampered further development of Ngāti Ranginui land.
- 2.117 From 1909 until 1993 Māori were able to have land titles converted to European titles via a status declaration. This process removed the land from the administration of the Native Land Court and provided a title which was easier to utilise as collateral when seeking finance. However, such land was easier to alienate as it was removed from any protective provisions covering Māori land. Fragmentation of land titles made building houses at Bethlehem a difficult process. At times Māori land titles were 'Europeanised' to allow owners to obtain loans for housing.
- 2.118 The Māori Affairs Amendment Act 1967 extended the Māori Land Court's ability to change the status of Māori land. Where a block of Māori land had fewer than four owners the Court could declare that the block no longer had the status of Māori land. This change did not require confirmation by the Court or an application by owners. Ngāi Te Ahi and Ngāi Tamarāwaho land was affected by declarations in the late 1960s and was soon alienated.
- 2.119 The Crown sought to address the problem of fragmented land interests by empowering the Māori Trustee to compulsorily purchase uneconomic interests between 1953 and 1974. In 1953 the Māori Trustee was empowered to sell the shares acquired to other owners. In 1967 this power of sale was extended to include sale to other Māori and, in certain circumstances, the Crown. A number of owners lost their interests on Rangiwaea Island resulting from the acquisition of uneconomic interests. The purchasing of these interests severed the connections of Ngāti Ranginui to their ancestral lands. Ngāti Ranginui recall that the purchase of uneconomic shares by other owners created tensions between whānau with those who bought the shares often being vilified.
- 2.120 The possibility of acquired land being on-sold led Ngāti Ranginui to act to save culturally sensitive sites such as an urupā at Wairoa or kaumatua flats at Peterehema.

DEED OF SETTLEMENT

2: HISTORICAL ACCOUNT

THE NATURAL AND CULTURAL ENVIRONMENT

- 2.121 The Crown's raupatu of Ngāti Ranginui land resulted in the increased reliance by Ngāti Ranginui hapū on many of their traditional resources, especially those of the harbours, waterways and sea at Tauranga Moana, for their support. However, subsequent Crown policies resulted in the loss of many of these resources.
- 2.122 The rapid development of Tauranga and Mount Maunganui since the Second World War has included the placing of rubbish dumps, oxidation ponds or sewerage plants by waterways. Discharges of sewerage, stormwater and agricultural run-off into the Waimapu River, Wairoa River and Mangapapa River, the Waikareao Estuary and Rangataua Bay and Tauranga Moana have degraded some resources and depleted others. Physical changes to the harbour and waterways destroyed traditional resources. The development of port facilities led to the loss of significant shell fish resources. From the 1950s onwards Ngāti Ranginui whānau were increasingly unable to rely on the harbour to meet their food requirements.
- 2.123 The Crown developed the Mangapapa hydro scheme in the late 1960s. The scheme diverted water from the Mangapapa, Opuiaki, and Mangakarengorengo Rivers into reservoirs, canals and tunnels to feed power stations. Ngāti Hangarau lost fisheries and other resources from the waterways affected by the scheme. The collapse of the canal from the Ruahihi station in 1981 caused the loss of much wildlife in the Wairoa River and the permanent loss of much of the shellfish and fish resource.
- 2.124 The Crown's alienations of Ngāti Ranginui land also involved the loss to Ngāti Ranginui of many culturally significant sites and loss of connection to many of the significant awa and maunga identified on the 'Ngā Hapū o Ngāti Ranginui significant maunga and awa' map in the attachments schedule. Some of these sites have been destroyed or modified. Ngāti Ranginui state that the visible change in the ancestral landscape and the loss of key cultural landmarks have caused a physical, mental and spiritual malaise among their people.
- 2.125 The Crown's first legislative measure to protect sites of cultural significance to Māori was the Historic Places Act 1954. This Act was strengthened by an amendment in 1975 which protected archaeological sites from modification, damage, or destruction. Subsequent legislation has required central and local government bodies to recognise the relationship between Māori and their cultural and traditional lands, water, sites, wāhi tapū and taonga. Ngāti Ranginui consider these legislative attempts by the Crown to protect important sites as inadequate, as they offered Ngāti Ranginui few opportunities to exercise rangatiratanga and kaitiakitanga over wāhi tapū and other sites of significance. The loss of their former role as kaitiaki of their natural and cultural environment has brought a feeling of disconnection among Ngāti Ranginui.

3 ACKNOWLEDGEMENTS AND APOLOGY

ACKNOWLEDGEMENTS

- 3.1 The Crown acknowledges it has failed to deal in a satisfactory way with grievances raised by successive generations of Ngāti Ranginui and that recognition of these grievances is long overdue.
- 3.2 The Crown acknowledges that it was ultimately responsible for the outbreak of war in Tauranga in 1864, and the resulting loss of life, and its actions were a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The Crown also acknowledges that:
- 3.2.1 Crown troops killed members of Ngāti Ranginui hapū and wounded others at Pukehinahina and Te Ranga in 1864; and
- 3.2.2 Ngāti Ranginui were faithful to the rules of engagement they set down prior to the battle at Pukehinahina and provided aid to wounded Crown troops.
- 3.3 The Crown acknowledges that the Raupatu/confiscation of Ngāti Ranginui lands at Tauranga and the subsequent Tauranga District Lands Acts 1867 and 1868 were unjust and a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The Crown also acknowledges that:
- 3.3.1 it returned some land to Ngāti Ranginui hapū in the form of individualised title rather than Māori customary title; and
- 3.3.2 by awarding land within the rohe of Ngāti Ranginui hapū to other Māori as reward for assisting the Crown, the Crown exacerbated tensions between the iwi of Tauranga Moana.
- 3.4 The Crown further acknowledges that the Raupatu/confiscation and the subsequent Tauranga District Lands Acts 1867 and 1868:
- 3.4.1 had a devastating effect on the welfare and economy of Ngāti Ranginui hapū and deprived those hapū of wāhi tapu, access to natural resources and opportunities for development at Tauranga; and
- 3.4.2 prevented Ngāti Ranginui from exercising Mana and Rangatiratanga over land and resources within the Tauranga Moana.
- 3.5 The Crown acknowledges that it failed to actively protect Ngāti Ranginui interests in lands they wished to retain when it initiated the purchase of Te Puna and Katikati blocks in 1864 without investigating the rights of Ngāti Ranginui hapū to these lands and completed the purchase in 1871 despite Ngāti Ranginui opposition, and this failure was in breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

DEED OF SETTLEMENT

3: ACKNOWLEDGEMENTS AND APOLOGY

- 3.6 The Crown acknowledges that:
- 3.6.1 it inflicted a scorched earth policy in its assaults on Ngāti Ranginui during the bush campaign;
 - 3.6.2 this destruction of Ngāti Ranginui Kāinga and cultivations further devastated the welfare and economy of Ngāti Ranginui hapū; and
 - 3.6.3 many Ngāti Ranginui were forced to flee their traditional Kāinga and were unable to return for many years.
- 3.7 The Crown further acknowledges its conduct was unreasonable and unnecessary and was a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 3.8 The operation and impact of the native land laws, in particular the awarding of land to individuals rather than to iwi and hapū, made the lands of Ngāti Ranginui hapū more susceptible to fragmentation, alienation and partition, and this contributed to the undermining of the tribal structures of Ngāti Ranginui hapū, which were based on collective hapū custodianship of land. The Crown acknowledges that its failure to protect these tribal structures was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 3.9 The Crown acknowledges a number of flaws in the way that its agent conducted some of its land purchasing operations at Tauranga in 1886 such as:
- 3.9.1 inducing named owners to sign blank receipts upon which the details of blocks were later added;
 - 3.9.2 misrepresenting single payments for particular blocks as multiple payments across many blocks or as payments for a different block; and
 - 3.9.3 claiming to have made payments for blocks that were not made.
- 3.10 The Crown further acknowledges that although it dismissed the land agent responsible there is no evidence that it took steps to redress harm caused by these flaws.
- 3.11 The Crown acknowledges that between 1953 and 1974, it empowered the Māori Trustee to compulsory acquire Ngāti Ranginui land interests which the Crown considered uneconomic and this was in breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles and deprived some Ngāti Ranginui of a direct link to their turangawaewae.
- 3.12 The Crown acknowledges that it failed to ensure that Ngāti Ranginui were left with sufficient land for their present and future needs and this failure was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 3.13 The Crown acknowledges the contribution made by Ngāti Ranginui to the nation's defence when Ngāti Ranginui men volunteered for the 28th Māori Battalion and served overseas during the Second World War.
- 3.14 The Crown acknowledges that the Raupatu/confiscation at Tauranga and many of its subsequent policies have contributed to Ngāti Ranginui hapū enduring long periods of social

DEED OF SETTLEMENT

3: ACKNOWLEDGEMENTS AND APOLOGY

deprivation at Tauranga, many members of Ngāti Ranginui hapū leaving their rohe, and those living in within their rohe suffering worse housing conditions, health, economic and educational outcomes than other New Zealanders.

- 3.15 The Crown acknowledges that the Crown's takings of Ngāti Ranginui lands for public works are a significant grievance for the hapū of Ngāti Ranginui. The Crown also acknowledges that:
- 3.15.1 it took land of importance to Ngāti Ranginui hapū;
 - 3.15.2 some public works projects severed sections of land belonging to Ngāti Ranginui hapū, creating sections with little or no economic use; and
 - 3.15.3 some Ngāti Ranginui land owners waited a number of years for compensation to be paid by the Crown.
- 3.16 The Crown acknowledges that the compulsory status changes to Māori land titles carried out under the Māori Affairs Amendment Act 1967 weakened the connection of many Ngāti Ranginui to their turangawaewae.
- 3.17 The Crown acknowledges:
- 3.17.1 the significance of the land, forests, harbours, and waterways of Tauranga Moana to the hapū of Ngāti Ranginui as a physical and spiritual resource over which Ngāti Ranginui hapū acted as kaitiaki; and
 - 3.17.2 that the clearing of forests, development of the Port of Tauranga, the development of the Mangapapa hydro scheme and the collapse of the Ruahihi canal, and the disposing of sewerage and wastewater into the harbours and waterways of Tauranga Moana have resulted in environmental degradation of Tauranga Moana which remains a source of great distress to the hapū of Ngāti Ranginui.

APOLOGY

- 3.18 The Crown makes this apology to Ngāti Te Wai, Pirirākau, Ngāti Taka, the Wairoa hapū of Ngāti Rangī, Ngāti Pango, and Ngāti Kahu, Ngāti Hangarau, Ngāi Tamarāwaho, Ngāi Te Ahi and Ngāti Ruahine, the hapū of Ngāti Ranginui, to your tūpuna and to your descendants.
- 3.19 The Crown unreservedly apologises for not having honoured its obligations to the hapū of Ngāti Ranginui under te Tiriti o Waitangi/the Treaty of Waitangi and profoundly regrets its failure to appropriately acknowledge the Mana and Rangatiratanga of Ngāti Ranginui for many generations.
- 3.20 The relationship between Ngāti Ranginui and the Crown, which should have been defined by the mutual respect and partnership inherent in te Tiriti o Waitangi/the Treaty of Waitangi, was instead blighted by the injustices of war, Raupatu, the bush campaign, and the severe deprivation that flowed from these Crown actions. The Crown apologises for its actions and the burden carried by generations of Ngāti Ranginui who have suffered the consequences of war and raupatu which they continue to feel today.

DEED OF SETTLEMENT

3: ACKNOWLEDGEMENTS AND APOLOGY

- 3.21 The Crown deeply regrets that over time its actions severed Ngāti Ranginui hapū from their traditional lands, deprived them of opportunities for development, caused significant harm to the social and economic development of the Ngāti Ranginui, undermined the wellbeing of the iwi and its hapū, damaged their autonomy and ability to exercise customary rights and responsibilities, and marginalised them within their own rohe.
- 3.22 Through this apology the Crown seeks atonement for the wrongs of the past and to establish a new relationship with the hapū of Ngāti Ranginui based upon mutual trust, co-operation, and respect for te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

4 SETTLEMENT

ACKNOWLEDGEMENTS

- 4.1 Each party acknowledges that –
- 4.1.1 the other parties have acted honourably and reasonably in relation to the settlement; but
 - 4.1.2 full compensation by the Crown of Ngā Hapū o Ngāti Ranginui is not possible; and
 - 4.1.3 in agreeing to this settlement, which is intended to enhance the ongoing relationship between Ngā Hapū o Ngāti Ranginui and the Crown (in terms of the Treaty of Waitangi, its principles and otherwise), Ngā Hapū o Ngāti Ranginui are foregoing full compensation to contribute to New Zealand's development.
- 4.2 Ngā Hapū o Ngāti Ranginui acknowledge that, taking all matters into consideration (some of which are specified in clause 4.1), the settlement is fair in the circumstances.

SETTLEMENT

- 4.3 Therefore, on and from the settlement date, –
- 4.3.1 the historical claims are settled; and
 - 4.3.2 the Crown is released and discharged from all obligations and liabilities in respect of the historical claims; and
 - 4.3.3 the settlement is final.
- 4.4 Except as provided in this deed or the settlement legislation, the parties' rights and obligations remain unaffected.
- 4.5 To avoid doubt, Ngā Hapū o Ngāti Ranginui are not precluded from seeking or obtaining recognition of protected customary rights and customary marine title under sections 95 or 100 of the Marine and Coastal Area (Takutai Moana) Act 2011.
- 4.6 The Crown acknowledges that:
- 4.6.1 Ngā Hapū o Ngāti Ranginui are of the view that they have exclusively used and occupied the marine and coastal area in their area of interest from 1840 to the present day without substantial interruption and that they continue to hold that area in accordance with tikanga;
 - 4.6.2 Ngā Hapū o Ngāti Ranginui are also of the view that raupatu and the effects of raupatu, as referred to in the Historical Account, do not amount to substantial interruption; and

DEED OF SETTLEMENT

4: SETTLEMENT

4.6.3 Ngā Hapū o Ngāti Ranginui consider they have grounds:

- (a) to seek recognition of protected customary rights and customary marine title through an agreement made in accordance with section 95 of the Marine and Coastal Area (Takutai Moana) Act 2011; or
- (b) to apply for a recognition order under section 100 of the Marine and Coastal Area (Takutai Moana) Act 2011.

4.7 The Crown's acknowledgement under clause 4.6 does not predetermine the outcome of any assessment of the nature of any interest of Ngā Hapū o Ngāti Ranginui in the common marine and coastal area under the Marine and Coastal Area (Takutai Moana) Act 2011.

4.8 The Crown will treat clause 4.6 as an application by Ngā Hapū o Ngāti Ranginui to seek an agreement recognising a protected customary right and customary marine title under section 95 of the Marine and Coastal Area (Takutai Moana) Act 2011.

4.9 Following the signing of this deed the Crown will discuss the application with Ngā Hapū o Ngāti Ranginui in order to inform its decision about whether to enter formal terms of engagement in relation to section 95 of the Act.

4.10 In the event that the Crown agrees to enter into terms of engagement in relation to section 95, the Crown will discuss with Ngā Hapū o Ngāti Ranginui, –

4.10.1 the process and timing for the engagement; and

4.10.2 the process for addressing the requirements of –

- (a) section 51 of the Marine and Coastal Area (Takutai Moana) Act 2011 with regard to protected customary rights; and
- (b) section 58 of the Marine and Coastal Area (Takutai Moana) Act 2011 with regard to customary marine title.

4.11 Clauses 4.5 to 4.10 do not constitute an acknowledgement by the Crown that Ngā Hapū o Ngāti Ranginui satisfy the requirements of either section 51 or section 58 of the Marine and Coastal Area (Takutai Moana) Act 2011.

REDRESS

4.12 The redress, to be provided in settlement of the historical claims, –

4.12.1 is intended to benefit Ngā Hapū o Ngāti Ranginui collectively; but

4.12.2 may benefit particular members, or particular groups of members, of Ngā Hapū o Ngāti Ranginui if the governance entity so determines in accordance with the governance entity's procedures.

DEED OF SETTLEMENT

4: SETTLEMENT

HAPŪ CENTRIC NATURE OF SETTLEMENT

4.13 The parties acknowledge that:

- 4.13.1 the governance entity intends that at a certain time after the receipt of redress under this deed, the governance entity will, subject to certain pre-conditions and in accordance with appropriate resolutions, allocate the redress for the benefit of hapū to reflect the intended hapū centric nature of the ultimate benefit of the redress; and
- 4.13.2 it is also the intention of Ngā Hapū o Ngāti Ranginui that the governance entity is to on-transfer certain redress properties, and the financial and commercial redress, to hapū entities if and when practicable in accordance with the intentions set out in clause 4.13.1; and
- 4.13.3 any such on-transfer would be subject to:
 - (a) the governance entity and the hapū concerned being satisfied that suitable hapū entities have been established to own and manage the redress and in particular the redress properties; and
 - (b) in relation to any cultural redress property subject to the Reserves Act 1977, the Minister of Conservation first providing written consent to the on-transfer, as provided for in paragraph 11.3.4 of the legislative matters schedule; and
 - (c) in relation to any cultural redress property over which the governance entity must provide the Crown with a registrable covenant, the governance entity first obtaining, in accordance with the obligation in section 7 of the relevant covenant in part 2 of the documents schedule, the agreement of the relevant hapū entity to comply with the terms of the covenant.

IMPLEMENTATION

4.14 The settlement legislation will, on the terms provided by, –

4.14.1 part 3 of the legislative matters schedule, settle the historical claims; and

4.14.2 part 4 of the legislative matters schedule, –

- (a) exclude the jurisdiction of any court, tribunal, or other judicial body in relation to the historical claims and the settlement; and
- (b) require any resumptive memorial to be removed from a computer register for, a redress property or a Tauranga school site, if settlement of that property has been effected, or any RFR land.

4.15 The settlement legislation will, on the terms provided by part 14 of the legislative matters schedule, –

4.15.1 provide that the rule against perpetuities and the Perpetuities Act 1964 does not –

DEED OF SETTLEMENT

4: SETTLEMENT

- (a) apply to a settlement document; or
- (b) prescribe or restrict the period during which –
 - (i) the trustees of the Ngā Hapū o Ngāti Ranginui Settlement Trust, being the governance entity, may hold or deal with property; and
 - (ii) the Ngā Hapū o Ngāti Ranginui Settlement Trust may exist; and

4.15.2 require the Secretary for Justice to make copies of this deed publicly available.

4.16 Part 1 of the general matters schedule provides for other action in relation to the settlement.

5 CULTURAL REDRESS

PROTOCOL

- 5.1 The taonga tūturu protocol must, by or on the settlement date, be signed and issued to the governance entity by the responsible Minister.
- 5.2 The protocol sets out how the Crown will interact with the governance entity with regard to the matters specified in it.

FORM AND EFFECT OF PROTOCOL

- 5.3 The protocol will be –
- 5.3.1 in the form in part 1 in the documents schedule; and
 - 5.3.2 issued under, and subject to, the terms provided by part 5 of the legislative matters schedule.
- 5.4 A failure by the Crown to comply with the protocol is not a breach of this deed.

RELATIONSHIP AGREEMENTS

- 5.5 The parties agree that the TMIC collective deed will provide for a relationship agreement between the Tauranga Moana Iwi Collective and the Minister of Conservation. This relationship agreement will set out how Ngā Hapū o Ngāti Ranginui and the Director-General of Conservation will engage on conservation matters within the Ngā Hapū o Ngāti Ranginui area of interest.
- 5.6 The parties acknowledge that Ngā Hapū o Ngāti Ranginui and the Ministry for Primary Industries have agreed to enter into a relationship agreement for fisheries, biosecurity, agriculture and forestry matters. Further discussion on the development of all components are intended to be completed within 18 months of the settlement date.
- 5.7 The parties acknowledge a commitment to explore a relationship agreement between the Ministry for the Environment and Ngā Hapū o Ngāti Ranginui on matters of mutual interest.

LETTER OF COMMITMENT RELATING TO THE CARE AND MANAGEMENT, USE, DEVELOPMENT AND REVITALISATION OF, AND ACCESS TO, NGĀ HAPŪ O NGĀTI RANGINUI TAONGA

- 5.8 The parties acknowledge that Ngā Hapū o Ngāti Ranginui, the Department of Internal Affairs and the Museum of New Zealand Te Papa Tongarewa Board have agreed to enter into a letter of commitment, in the form set out in part 4 of the documents schedule, to facilitate the care, management, access to and use of, and development and revitalisation of Ngā Hapū o Ngāti Ranginui taonga.

DEED OF SETTLEMENT

5: CULTURAL REDRESS

PROMOTION OF RELATIONSHIPS INTERNAL TO CROWN

5.9 By the settlement date, the Minister for Treaty of Waitangi Negotiations will, to the extent the Minister has not already done so, write to each of the Ministries of the Crown listed in clause 5.10 to –

5.9.1 advise that the Crown has entered into a deed of settlement with Ngā Hapū o Ngāti Ranginui and to introduce Ngā Hapū o Ngāti Ranginui; and

5.9.2 encourage the Ministry to enter into an effective and durable working relationship with Ngā Hapū o Ngāti Ranginui to the extent this has not already been achieved and/or given effect to by a protocol or a document between the Ministry and the governance entity recording the relationship, by the settlement date.

5.10 The Ministries referred to in clause 5.9 are:

5.10.1 Department of Building and Housing:

5.10.2 Ministry for Health:

5.10.3 Ministry of Education:

5.10.4 Ministry for the Environment:

5.10.5 Ministry for Primary Industries:

5.10.6 Ministry for Economic Development:

5.10.7 Ministry for Science and Innovation:

5.10.8 Ministry of Social Development:

5.10.9 New Zealand Police:

5.10.10 Ministry of Justice:

5.10.11 Te Puni Kōkiri.

PROMOTION OF OTHER RELATIONSHIPS

5.11 By the settlement date, the Director of the Office of Treaty Settlements will write to the Chief Executives of the entities listed in clause 5.12 to –

5.11.1 advise that the Crown has entered into a deed of settlement with Ngā Hapū o Ngāti Ranginui and to introduce Ngā Hapū o Ngāti Ranginui; and

5.11.2 encourage the entity to enter into an effective and durable working relationship with Ngā Hapū o Ngāti Ranginui to the extent this has not already been achieved and/or

DEED OF SETTLEMENT

5: CULTURAL REDRESS

given effect to by a document between the entity and the governance entity recording the relationship by the settlement date.

5.12 The entities referred to in clause 5.11 are:

5.12.1 Trustpower Limited:

5.12.2 the Tauranga City Council:

5.12.3 the Western Bay of Plenty District Council:

5.12.4 the Bay of Plenty Regional Council:

5.12.5 the Bay of Plenty Polytechnic.

CULTURAL REDRESS PROPERTIES

5.13 The settlement legislation will vest in the governance entity on the settlement date:

In fee simple subject to conservation covenants

5.13.1 the fee simple estate in each of the following sites, subject to the governance entity providing a registrable conservation covenant in relation to each site in the form set out in part 2 of the documents schedule:

(a) Te Kaki:

(b) Oraeroa; and

As a scenic reserve

5.13.2 the fee simple estate in each of the following sites as a scenic reserve, with the governance entity as the administering body:

(a) Te Rī o Tamarāwaho:

(b) Te Rī o Ruahine:

(c) Ohauti:

(d) Wainui River site:

(e) Omanawa River site:

(f) Tahawai; and

DEED OF SETTLEMENT

5: CULTURAL REDRESS

As a recreation reserve subject to an easement

5.13.3 the fee simple estate in each of the following sites as a recreation reserve, with the governance entity as the administering body, subject to the governance entity granting a registrable easement in relation to that site in the form set out in part 2 of the documents schedule:

- (a) Waimanu ki uta;
- (b) Te Awa o Ngāumuwahine site;
- (c) Te Wai o Ngāumuwahine site; and

As a recreation reserve

5.13.4 the fee simple estate in each of the following sites as a recreation reserve, with the governance entity as the administering body:

- (a) Waireia;
- (b) Waikareao Estuary site; and

As a local purpose (cultural centre) reserve

5.13.5 the fee simple estate in Te Hopuni as a local purpose (cultural centre) reserve, with the governance entity as the administering body; and

In fee simple subject to a lease

5.13.6 the fee simple estate in the Omokoroa School site subject to the governance entity providing the Crown with a registrable lease (being a registrable ground lease, ownership of the improvements remaining unaffected by the vesting) in relation to the Omokoroa School site in the form set out in part 2.1 of the documents schedule.

Jointly vested as a scenic reserve

5.13A The settlement legislation will, on the terms provided by paragraph 9.18 of the legislative matters schedule, vest the fee simple estate in Pūwhenua (recorded name is Puwhenua) (as shown on deed plan OTS-078-023) as a scenic reserve in the following entities as tenants in common:

- 5.13A.1 the governance entity as to an undivided 1/6 share;
- 5.13A.2 the Tapuika governance entity as to an undivided 1/6 share;
- 5.13A.3 Te Kapu o Waitaha as to an undivided 1/6 share;
- 5.13A.4 the Ngāti Rangiwewehi governance entity as to an undivided 1/6 share;

DEED OF SETTLEMENT

5: CULTURAL REDRESS

5.13A.5 the Ngāi Te Rangi governance entity as to an undivided 1/6 share; and

5.13A.6 the Ngāti Pūkenga governance entity as to an undivided 1/6 share.

5.13B The settlement legislation will, on the terms provided by paragraph 11.8 of the legislative matters schedule, establish a joint management body which will be the administering body for the reserve.

Jointly vested as a scenic reserve subject to a right of way

5.13C The settlement legislation will, on the terms provided by paragraph 9.17.6 of the legislative matters schedule, vest the fee simple estate in Otānewainuku (recorded name is Otanewainuku) (as shown on deed plan OTS-078-024) as a scenic reserve in the following entities as tenants in common:

5.13C.1 the governance entity as to an undivided 1/6 share;

5.13C.2 the Tapuika governance entity as to an undivided 1/6 share;

5.13C.3 Te Kapu o Waitaha as to an undivided 1/6 share;

5.15C.4 the Ngāti Rangiwewehi governance entity as to an undivided 1/6 share;

5.15C.5 the Ngāi Te Rangi governance entity as to an undivided 1/6 share; and

5.15C.6 the Ngāti Pūkenga governance entity as to an undivided 1/6 share.

5.13D The settlement legislation will, on the terms provided by paragraph 9.17.6 of the legislative matters schedule, provide that the vesting under paragraph 5.13C is subject to a right of way easement in gross.

5.13E The settlement legislation will, on the terms provided by paragraph 11.8 of the legislative matters schedule, establish a joint management body which will be the administering body for the reserve.

Vesting date for Pūwhenua and Otānewainuku

5.13F The settlement legislation will, on the terms provided by paragraph 9.19.1 of the legislative matters schedule, provide that the vestings of, and establishment of the joint management bodies for, Pūwhenua and Otānewainuku will occur on a date to be specified by the Governor-General by Order in Council, on recommendation by the Minister of Conservation.

5.13G The settlement legislation will, on the terms provided by paragraph 9.19.2 of the legislative matters schedule, provide that the Minister must not make the recommendation referred to in clause 5.13F to the Governor-General until the following Acts of Parliament have come into force:

5.13G.1 the settlement legislation; and

DEED OF SETTLEMENT

5: CULTURAL REDRESS

5.13G.2 the legislation required to be proposed for introduction to the House of Representatives under each of the following deeds:

- (a) the Waitaha settlement deed;
- (b) the Tapuika settlement deed;
- (c) the Ngāti Rangiwewehi settlement deed;
- (d) the Ngāti Pūkenga settlement deed;
- (e) the Ngāi Te Rangi settlement deed.

GENERAL

5.14 Each cultural redress property is to be –

5.14.1 as described in appendix 1 to the legislative matters schedule; and

5.14.2 vested on the terms –

- (a) provided for by parts 9 to 11 of the legislative matters schedule; and
- (b) as set out in part 2 of the property redress schedule; and

5.14.3 subject to any encumbrances, or other documentation, in relation to that property –

- (a) required by clause 5.13 to be provided by the governance entity; or
- (b) required by the settlement legislation; and
- (c) in particular, referred to in appendix 1 to the legislative matters schedule; and
- (d) otherwise disclosed under part 1 of the property redress schedule.

SUBSEQUENT TRANSFER OF TE RĪ O RUAHINE OR TE RĪ O TAMARĀWAHO

5.15 The parties acknowledge that, if the governance entity or a hapū entity no longer wish to hold all or any part of the fee simple estate in either Te Rī o Ruahine or Te Rī o Tamarāwaho, the governance entity or hapū entity, as the case may be, may transfer such land to the Ngāti Rangiwewehi governance entity because of their traditional relationships to these lands they know as Te Riu o Kereru. Such a transfer will be in accordance with part 12 of the legislative matters schedule. The transfer value will be mutually agreed between the transferee and transferor.

DEED OF SETTLEMENT

5: CULTURAL REDRESS

STATEMENT OF SIGNIFICANCE FOR KAREWA ISLAND

- 5.15A The Crown must, on or before the settlement date, provide the Ngāi Te Rangi governance entity (as defined in a deed of settlement between Ngāi Te Rangi, Ngā Potiki, their settlement trusts, and the Crown dated 14 December 2013) with a copy of the Ngāti Ranginui statement of significance for Kawera Island.
- 5.15B The statement of significance is set out in part 5 of the documents schedule.

OTHER CULTURAL REDRESS

- 5.16 The settlement legislation will, on the terms provided by part 6 of the legislative matters schedule, appoint the governance entity to control and manage Te Wharepoti / Margaret Jackson Wildlife Management Reserve as a wildlife management reserve.

NEW AND ALTERED GEOGRAPHIC NAMES

- 5.17 The settlement legislation will, from the settlement date, –

- 5.17.1 assign each of the following new geographic names to the location set opposite it:

New geographic name	Location (topographic map and grid references)	Geographic feature type
Te Whāngai-a-Tamarāwaho	BD37 788 254	Historical site
Te Hopuni	BD36 686 262	Historical site

- 5.17.2 alter each of the following existing geographic names to the altered geographic name set opposite it:

Existing geographic name (official, recorded or local usage)	Altered geographic name	Location (NZTopo50 map and grid reference)	Geographic feature type
Plummers Point (local usage only)	Hūhārua	BD36 668 253 - BD36 688 284	Peninsula
Te Puna West (local usage only)	Parewhataroa Peninsula	BD36 700 261 - BD36 689 276	Peninsula
Lower part of Te Ahuru Stream	Mangahuruhuru Stream	BD36 639 102 - BD36 656 101	Stream
Upper part of Te Ahuru Stream	Te Āhuru Stream	BD36 578 096 - BD36 639 102	Stream
Ohourere Stream	Ruangārara Stream	BD36 638 163 - BD36 717 189	Stream
Ngamuwahine River	Ngāumuwahine River	BD36 623 195 to BD36 560 137	River

DEED OF SETTLEMENT

5: CULTURAL REDRESS

- 5.18 The settlement legislation will assign the new geographic names, and alter the existing geographic names, on the terms provided by part 7 of the legislative matters schedule.

ALTERED NAMES OF CROWN PROTECTED AREAS

- 5.19 The settlement legislation will, from the settlement date, alter each of the following existing names of Crown protected areas to the altered Crown protected area name set opposite it:

Existing names of Crown protected areas	Altered names of Crown protected areas
Margaret Jackson Wildlife Management Reserve	Te Wharepoti / Margaret Jackson Wildlife Management Reserve
Jess Road Wildlife Management Reserve	Te Wahapū o Te Hopuni Wildlife Management Reserve

- 5.20 The settlement legislation will alter the names on the terms provided by part 8 of the legislative matters schedule.

CULTURAL REDRESS GENERALLY NON-EXCLUSIVE

- 5.21 The Crown may do anything that is consistent with the cultural redress, including entering into, and giving effect to, another settlement that provides for the same or similar cultural redress.

6 FINANCIAL AND COMMERCIAL REDRESS

FINANCIAL REDRESS

- 6.1 The Crown will pay the governance entity on the settlement date, that amount which is determined according to the following calculation –
- 6.1.1 the financial and commercial redress amount of \$38,027,555; but
- 6.1.2 less –
- (a) the on-account payment, as provided for in clause 6.2 and any subsequent on-account payment made by the Crown; and
 - (b) \$4,920,605, being the total transfer value for the early release commercial properties; and
 - (c) \$4,598,598, being the total transfer value for the commercial redress properties described in part 4 of the property redress schedule (excluding the transfer value for the Tauranga Police Station land); and
 - (d) if clause 6.16 applies, \$120,740 being 20% of the total value attributable to the Pūwhenua Forest, but reduced in accordance with clause 6.16.1.

ON-ACCOUNT PAYMENT

- 6.2 Within five business days after the date of this deed, the Crown will pay \$8,000,000 to the governance entity on account of the financial and commercial redress amount in clause 6.1.1.
- 6.3 The parties intend that if this deed does not become unconditional under clause 9.5, the on-account payment in clause 6.2 will be taken into account in relation to any future settlement of the historic claims.

HARRISFIELD DRIVE PROPERTY

- 6.4 The governance entity has a right to elect to purchase the Harrisfield Drive property.
- 6.5 The right to elect is for 24 months after the settlement date and is on, and subject to the terms and conditions in part 4A of the property redress schedule.

EARLY RELEASE COMMERCIAL PROPERTIES

- 6.6 At any time after the date of this deed, the Crown and the governance entity may enter into one or more agreements for sale and purchase of any one or more of the early release commercial properties –

DEED OF SETTLEMENT

6: FINANCIAL AND COMMERCIAL REDRESS

6.6.1 at a purchase price, in respect of each property, equal to the transfer value for the property which will be satisfied by an on-account deduction from the financial and commercial redress amount, and

6.6.2 otherwise on terms to be agreed.

6.7 Each early release commercial property that does not become the subject of an unconditional agreement for sale and purchase by the day before the third reading in the House of Representatives of the settlement legislation becomes a commercial redress property for the purposes of this deed and the settlement legislation. The parties intend that if this deed does not become unconditional under clause 9.5, the transfer of the early release commercial properties in clause 6.6 will be taken into account in relation to any future settlement of the historic claims.

COMMERCIAL REDRESS PROPERTIES

6.8 The commercial redress properties are to –

6.8.1 be transferred by the Crown to the governance entity on the settlement date –

- (a) as part of the redress to settle the historical claims, and without any other consideration to be paid or provided by the governance entity or any other person; and
- (b) on the terms of transfer in part 6 of the property redress schedule; and
- (c) in the case of the Tauranga Police Station land, on the terms of transfer in part 7 of the property redress schedule; and

6.8.2 be as described in –

- (a) part 3 of the property redress schedule in respect of each early release commercial property that becomes a commercial redress property by operation of clause 6.7; and
- (b) part 4 of the property redress schedule for the other commercial redress properties; and

6.8.3 have the transfer value set out in a letter dated 30 April 2012 from the Minister for Treaty of Waitangi Negotiations to the Chair of Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui, or in any subsequent replacement letter agreed to by the parties as setting out the transfer value for the commercial redress properties.

6.9 The transfer of each commercial redress property will be –

6.9.1 subject to, and where applicable with the benefit of, the encumbrances provided in the property redress schedule in relation to that property; and

6.9.2 in the case of the Tauranga Police Station land and Part Te Puna School, subject to the governance entity providing to the Crown by or on the settlement date the

DEED OF SETTLEMENT

6: FINANCIAL AND COMMERCIAL REDRESS

memorandum of lease for the property referred to respectively in clause 6.10 and 6.11.

LEASEBACK OF SPECIFIC COMMERCIAL REDRESS PROPERTIES

- 6.10 The Tauranga Police Station land is to be leased back to the Crown, immediately after its transfer to the governance entity, on the terms and conditions provided by the lease for that property in part 2.2 of the documents schedule (being a registrable ground lease for the property, ownership of the improvements remaining unaffected by the transfer).
- 6.11 Part Te Puna School, is to be leased back to the Crown, immediately after its purchase by the governance entity, on the terms and conditions provided by the lease for that property in part 2.1 of the documents schedule (being a registrable ground lease for the property, ownership of the improvements remaining unaffected by the transfer).

TAURANGA SCHOOL SITES

6.11A Each Tauranga school site is to be –

6.11A.1 sold by the Crown to the governance entity on the settlement date and on the terms of transfer in part 6 of the property redress schedule; and

6.11A.2 as described, and is to have the transfer value provided, in part 4AA of the property redress schedule.

6.11B The Crown and the governance entity are to be treated as having entered into an agreement for the sale and purchase of each commercial property at its transfer value plus GST if any, on the terms in part 6 and under which –

6.11B.1 on the settlement date –

(a) the Crown must transfer the property to the governance entity; and

(b) the governance entity must pay to the Crown an amount equal to the transfer value of the property, plus GST if any, by –

(i) bank cheque drawn on a registered bank and payable to the Crown; or

(ii) another payment method agreed by the parties; and

6.11B.2 the parties must, by or on the settlement date, sign the memorandum of lease on the terms and conditions provided by the lease for that property in part 2.1 of the documents schedule (being a registrable ground lease for the property, ownership of the improvements remaining unaffected by the purchase) –

(a) commencing on the date of transfer; and

(b) at the initial annual rent specified in part 4AA of the property redress schedule.

DEED OF SETTLEMENT

6: FINANCIAL AND COMMERCIAL REDRESS

6.11C The transfer of each Tauranga school site will be –

6.11C.1 subject to, and where applicable with the benefit of, the encumbrances provided in the property redress schedule in relation to that property; and

6.11C.2 subject to the governance entity providing to the Crown by or on the settlement date the memoranda of lease referred to in clause 6.11B.2.

OPTION TO PURCHASE TAURANGA POLICE STATION IMPROVEMENTS

6.12 The Tauranga Police Station landowner has the right to purchase the Tauranga Police Station Improvements on the terms and conditions in part 5 of the property redress schedule for a period of 10 years after the latest of the following dates:

6.12.1 the settlement date:

6.12.2 the date that the Improvements are completed:

6.12.3 the date the Improvements are in use by New Zealand Police as the Tauranga Police Station.

6.13 If the Tauranga Police Station landowner elects to purchase the Tauranga Police Station Improvements in accordance with clause 6.12, the Tauranga Police Station Improvements will be leased back to the Crown, on the terms and conditions provided by the form of registrable commercial lease for the Tauranga Police Station in part 2.3 of the documents schedule. The registrable ground lease for the Tauranga Police Station referred to in clause 6.10 will be surrendered on commencement of the commercial lease for the Tauranga Police Station.

PŪWHENUA FOREST

6.14 Ngāti Ranginui, Tapuika and Ngāti Rangiwewehi have advised the Crown that they have jointly agreed to the following ultimate land interests in Pūwhenua Forest:

6.14.1 Tapuika 55%:

6.14.2 Ngāti Rangiwewehi 25%:

6.14.3 Ngāti Ranginui 20%.

6.15 Clause 6.6 of the Tapuika settlement deed applies if, before the final effective date each of the following events has occurred:

6.15.1 the governance entity, the Ngāti Rangiwewehi governance entity and the Tapuika governance entity have jointly given a notice in writing to the Crown –

(a) confirming that they have established a limited liability company under the Companies Act 1993 to take a transfer of Pūwhenua Forest in accordance with clause 6.6 of the Tapuika settlement deed; and

DEED OF SETTLEMENT

6: FINANCIAL AND COMMERCIAL REDRESS

(b) identifying the name of the limited liability company;

6.15.2 the Crown has confirmed in writing to the governance entity, the Ngāti Rangiwewehi governance entity and the Tapuika governance entity, that the RRT joint entity is appropriate to receive the Pūwhenua Forest as redress;

6.15.3 the RRT joint entity has entered into a deed of covenant with the Crown agreeing to be bound by clause 6.6 of the Tapuika settlement deed as if the RRT joint entity had signed that deed for that purpose.

6.16 If clause 6.6 of the Tapuika settlement deed applies –

6.16.1 in determining the amount payable under clause 6.1, the Crown must account to the governance entity for 20% of stumpage rental the Crown receives under the Pūwhenua Forest Lease for the period commencing on 30 June 2012 and expiring on 16 December 2012 by deducting that amount from the transfer value of Pūwhenua Forest specified in clause 6.1.2; and

6.16.2 from 16 December 2012 until the “TSP settlement date for Pūwhenua Forest” under the Tapuika settlement deed (being the date that the Crown is obliged to transfer Pūwhenua Forest to the RRT joint entity), the Crown must hold all stumpage fees it receives under the Pūwhenua Forest Lease in an interest bearing trust account; and

6.16.3 on that TSP settlement date the Crown must pay to the governance entity 20% of the stumpage fees held under clause 6.16.2 and interest received less withholding tax.

6.17 Clause 6.18 applies from the final effective date if all the events referred to in clause 6.5 of the Tapuika settlement deed have not occurred on that date.

6.18 Pūwhenua Forest is no longer a commercial redress property under the Tapuika settlement deed and is instead a deferred selection property, that is a separate valuation property under that deed, and clause 6.8 of the Tapuika settlement deed applies to it (Pūwhenua Forest became a deferred selection property subject to a right to elect to purchase on the terms and conditions in parts 6 and 8 of the property redress schedule to the Tapuika settlement deed).

6.18A The Crown must not agree to any amendments to the Tapuika settlement deed relating to Pūwhenua Forest without the consent of the governance entity.

6.19 For ease of reference, extracts of the Tapuika settlement deed relating to Pūwhenua Forest are set out in part 13 of the property redress schedule.

SETTLEMENT LEGISLATION

6.20 The settlement legislation will, on the terms provided by part 12 of the legislative matters schedule, enable the transfer of the commercial redress properties and commercial properties to the extent required.

DEED OF SETTLEMENT

6: FINANCIAL AND COMMERCIAL REDRESS

RIGHT OF FIRST REFUSAL OVER RFR LAND

- 6.21 The governance entity is to have a right of first refusal in relation to a disposal of RFR land, being the land listed in tables 1, 2 and 3 of part 3 of the attachments as RFR land that, on the settlement date –
- 6.21.1 is vested in the Crown; or
 - 6.21.2 the fee simple for which is held by the Crown or Housing New Zealand Corporation, or the Bay of Plenty District Health Board.
- 6.22 The right of first refusal is –
- 6.22.1 to be on the terms of the settlement legislation provided for by part 13 of the legislative matters schedule; and
 - 6.22.2 in particular, to apply –
 - (a) for a term of 174 years from the settlement date; but
 - (b) only if the RFR land is not being disposed of in the circumstances provided by paragraphs 13.11 and 13.12 of the legislative matters schedule.
- 6.22A The governance entity confirms that the right of first refusal does not apply to any Te Puna Katikati RFR land (being land described in table 3 of part 3 of the attachments) that is required as a cultural redress property for the settling of historical claims under the Treaty of Waitangi.
- 6.22B To give effect to this, the settlement legislation will, as provided by paragraph 13.4A of the legislative matters schedule, provide for the removal of any Te Puna Katikati RFR land required for another treaty settlement.

RIGHT OF FIRST REFUSAL OVER QUOTA

- 6.23 The Crown agrees to grant to the governance entity a right of first refusal to purchase certain quota as set out in the RFR deed over quota.

Delivery by the Crown of a RFR deed over quota

- 6.24 The Crown must, by or on the settlement date, provide the governance entity with two copies of a deed (the "**RFR deed over quota**") on the terms and conditions set out in part 3 of the documents schedule and signed by the Crown.

Signing and return of RFR deed over quota by the governance entity

- 6.25 The governance entity must sign both copies of the RFR deed over quota and return one signed copy to the Crown by no later than 10 business days after the settlement date.

DEED OF SETTLEMENT

6: FINANCIAL AND COMMERCIAL REDRESS

Terms of RFR deed over quota

- 6.26 The RFR deed over quota will –
- 6.26.1 relate to the RFR area (as defined in the RFR deed over quota); and
 - 6.26.2 be in force for a period of 50 years from the settlement date; and
 - 6.26.3 have effect from the settlement date as if it had been validly signed by the Crown and the governance entity on that date.

Crown has no obligation to introduce or sell quota

- 6.27 The Crown and the governance entity agree and acknowledge that –
- 6.27.1 nothing in this deed, or the RFR deed over quota, requires the Crown to –
 - (a) purchase any provisional catch history, or other catch rights, under section 37 of the Fisheries Act 1996; or
 - (b) introduce any applicable species (being the species referred to in Schedule 1 of the RFR deed over quota) into the quota management system (as defined in the RFR deed over quota); or
 - (c) offer for sale any applicable quota (as defined in the RFR deed over quota) held by the Crown; and
 - 6.27.2 the inclusion of any applicable species (being the species referred to in Schedule 1 of the RFR deed over quota) in the quota management system may not result in any, or any significant, holdings by the Crown of applicable quota.

MĀORI RESERVATION

- 6.28 For the purpose of recognising and taking into account the importance of providing economic and infrastructure support for marae and associated papakāinga housing for Ngā Hapū of Ngāti Ranginui, the settlement legislation will, on the terms of part 15 of the legislative matters schedule, provide that the properties described in table 1, part 4 of the property redress schedule and marked with an asterisk will be set apart on the settlement date as individual Māori reservations as if those sites were set apart under section 338(1) of Te Ture Whenua Māori Act 1993 –
- 6.28.1 for marae and associated papakāinga housing purposes; and
 - 6.28.2 to be held on the terms of trust set out in paragraph 15.1 of the legislative matters schedule for the benefit of Ngā Hapū o Ngāti Ranginui by –
 - (a) the governance entity; or
 - (b) a hapū entity of the hapū associated with the property (as shown in part 4 of the property redress schedule).

7 CONTINGENT PROPERTIES

CONTINGENT PROPERTIES

- 7.1 Part 9 of the property redress schedule provides the governance entity with a conditional right to purchase any one or more of the contingent properties. The right to purchase a contingent property comes into effect on and from the earlier of –
- 7.1.1 the date that is seven years from the settlement date (unless by that date Ngāti Hinerangi (or a claimant group that includes Ngāti Hinerangi) and the Crown have entered into a deed of settlement in respect of the historical Treaty of Waitangi claims of Ngāti Hinerangi that provides for the fee simple estate of the contingent property to be transferred to or vested in a Ngāti Hinerangi governance entity); or
 - 7.1.2 the Ngāti Hinerangi settlement date, if neither the Ngāti Hinerangi deed nor the Ngāti Hinerangi legislation provide for the fee simple estate of the relevant contingent property to be transferred to or vested in a Ngāti Hinerangi governance entity.
- 7.2 The governance entity undertakes not to oppose Ngāti Hinerangi (or a claimant group that includes Ngāti Hinerangi) seeking or obtaining the contingent properties through Ngāti Hinerangi's settlement process.

8 TMIC COLLECTIVE DEED

8.1 The Crown and Ngā Hapū o Ngāti Ranginui acknowledge that –

8.1.1 the Crown and TMIC are currently negotiating the TMIC collective deed which will specify the collective redress that iwi comprising TMIC will receive from the Crown, in addition to their individual redress set out in their respective deeds of settlement; and

8.1.2 redress for Ngā Hapū o Ngāti Ranginui accordingly comprises –

- (a) all redress set out in this deed; and
- (b) the redress set out in the TMIC collective deed that is for the benefit of Ngā Hapū o Ngāti Ranginui.

9 SETTLEMENT LEGISLATION, CONDITIONS, AND TERMINATION

SETTLEMENT LEGISLATION

- 9.1 The Crown must propose the settlement legislation for introduction to the House of Representatives by the later of the following dates:
- 9.1.1 12 months after the date of this deed:
 - 9.1.2 12 months after the signing of the TMIC collective deed.
- 9.2 The settlement legislation proposed for introduction—
- 9.2.1 must include all matters required by this deed and, in particular, the legislative matters schedule; and
 - 9.2.2 may include provisions to give effect to the TMIC collective deed and any deed of settlement with iwi comprising TMIC; and
 - 9.2.3 must be in a form that is satisfactory to the governance entity and to the Crown.
- 9.3 However, the settlement legislation proposed for introduction to the House of Representatives, may include changes to the requirements of this deed agreed in writing by the governance entity and the Crown.
- 9.4 Ngā Hapū o Ngāti Ranginui and the governance entity must support the passage through Parliament of the settlement legislation.

SETTLEMENT CONDITIONAL

- 9.5 This deed, and the settlement, are conditional on the settlement legislation coming into force.
- 9.6 However, the following provisions of this deed are binding on its signing:
- 9.6.1 clauses 6.2 to 6.7 and 9.1; and
 - 9.6.2 paragraph 1.3, and parts 4 to 7, of the general matters schedule.

EFFECT OF THIS DEED

- 9.7 This deed –
- 9.7.1 is "without prejudice" until it becomes unconditional; and
 - 9.7.2 in particular, may not be used as evidence in proceedings before, or presented to, the Waitangi Tribunal, any court, or any other judicial body or tribunal.

DEED OF SETTLEMENT

9: SETTLEMENT LEGISLATION, CONDITIONS, AND TERMINATION

- 9.8 Clause 9.7 does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed.

TERMINATION

- 9.9 The Crown or the governance entity may terminate this deed, by notice to the other, if –
- 9.9.1 the settlement legislation has not come into force within 48 months after the date of this deed or such later date as the parties may agree; and
 - 9.9.2 the terminating party has given the other party at least 60 business days' notice of an intention to terminate.
- 9.10 If this deed is terminated in accordance with its provisions, it –
- 9.10.1 (and the settlement) are at an end; and
 - 9.10.2 does not give rise to any rights or obligations; and
 - 9.10.3 remains "without prejudice".

10 GENERAL, DEFINITIONS, AND INTERPRETATION

GENERAL

- 10.1 The general matters schedule includes provisions in relation to –
- 10.1.1 the implementation of the settlement; and
 - 10.1.2 the Crown's –
 - (a) payment of interest in relation to the settlement; and
 - (b) tax indemnities in relation to redress; and
 - 10.1.3 giving notice under this deed or a settlement document; and
 - 10.1.4 amending this deed.

HISTORICAL CLAIMS

- 10.2 In this deed, **historical claims** –
- 10.2.1 means every claim (whether or not the claim has arisen or been considered, researched, registered, notified, or made by or on the settlement date) that Ngā Hapū o Ngāti Ranginui, 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 –
- (a) is, or is founded on, a right arising –
 - (i) from the Treaty of Waitangi or its principles; or
 - (ii) under legislation; or
 - (iii) at common law, including aboriginal title or customary law; or
 - (iv) from fiduciary duty; or
 - (v) otherwise; and
 - (b) arises from, or relates to, acts or omissions before 21 September 1992 –
 - (i) by, or on behalf of, the Crown; or
 - (ii) by or under legislation; and

DEED OF SETTLEMENT

10: GENERAL, DEFINITIONS, AND INTERPRETATION

10.2.2 includes every claim to the Waitangi Tribunal to which clause 10.2.1 applies that relates exclusively to Ngā Hapū o Ngāti Ranginui or a representative entity, including the following claims:

- (a) Wai 227 – Pirirākau claim;
- (b) Wai 727 – Ngāti Taka claim;
- (c) Wai 42(a) – Ngāti Kahu, Ngāti Rangi and Ngāti Pango claim;
- (d) Wai 672 – Ngāti Hangarau, and Ngamanawa Incorporation claim Wai 503;
- (e) Wai 659 – Ngāi Tamarāwaho claim;
- (f) Wai 370 – Ngāi Te Ahi claim;
- (g) Wai 362 – Ngāti Ruahine claim;
- (h) Wai 1931 – Ngāi Tamarāwaho claim; and
- (i) Wai 2264 – Management of the Wairoa River (Pihema) claim; and

10.2.3 includes every other claim to the Waitangi Tribunal to which clause 10.2.1 applies, so far as it relates to Ngā Hapū o Ngāti Ranginui or a representative entity, including the following claims:

- (a) Wai 42(b) – Ngāti Ranginui Land claim;
- (b) Wai 42(d) – Ngāti Ranginui Land claim;
- (c) Wai 47 – Ngāti Pukenga, Ngāi Te Rangi and Ngāti Ranginui Land and Resources insofar as it relates to Ngāti Ranginui claim;
- (d) Wai 360 – Matapihi Ohuki No. 3 claim;
- (e) Wai 580 – Otamahata Land claim insofar as it relates to Ngāti Ranginui;
- (f) Wai 611 – Ngāti Ranginui Interests claim;
- (g) Wai 853 – Local Government Act claim;
- (h) Wai 86 – Waikareao Estuary claim;
- (i) Wai 707 – Parish of Te Puna claim;
- (j) Wai 708 – Tauranga Harbour (Pirirākau) claim;
- (k) Wai 208 – Bethlehem School Site claim;

DEED OF SETTLEMENT

10: GENERAL, DEFINITIONS, AND INTERPRETATION

- (l) Wai 336 – The Ancestral Lands and Energy Companies Act 1992 claim insofar as it relates to Ngāti Ranginui;
- (m) Wai 465 – insofar as it relates to Ngāti Ranginui – Maungatapu and Kaitemako claim; and
- (n) Wai 1793 – Wairoa and Valley Roads Lands claim insofar as it relates to Ngāti Ranginui.

10.3 However, **historical claims** does not include the following claims –

10.3.1 a claim that a member of Ngā Hapū o Ngāti Ranginui, or a whānau, hapū, or group referred to in clause 10.5.2, may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not referred to in clause 10.5.1;

10.3.2 a claim that a representative entity may have to the extent the claim is, or is founded, on a claim referred to in clause 10.3.1.

10.4 To avoid doubt, clause 10.2.1 is not limited by clauses 10.2.2 or 10.2.3.

NGĀ HAPŪ O NGĀTI RANGINUI

10.5 In this deed, **Ngā Hapū o Ngāti Ranginui** or the **settling group** means –

10.5.1 the collective group composed of individuals who descend from one or more of Ngā Hapū o Ngāti Ranginui tūpuna or ancestors; and

10.5.2 every whānau, hapū, or group to the extent that it is composed of individuals referred to in clause 10.5.1, including the following groups:

- (a) Pirirākau;
- (b) Ngāti Taka;
- (c) Wairoa hapū;
- (d) Ngāti Hangarau;
- (e) Ngāi Tamarāwaho;
- (f) Ngāi Te Ahi;
- (g) Ngāti Ruahine;
- (h) Ngāti Te Wai; and

10.5.3 every individual referred to in clause 10.5.1.

DEED OF SETTLEMENT

10: GENERAL, DEFINITIONS, AND INTERPRETATION

10.6 For the purposes of clause 10.5.2(c) Wairoa hapū includes the following groups:

- (a) Ngāti Rangī:
- (b) Ngāti Kahu:
- (c) Ngāti Pango.

10.7 For the purposes of clause 10.5.1 –

10.7.1 a person is **descended** from another person if the first person is descended from the other by –

- (a) birth; or
- (b) legal adoption; or
- (c) Māori customary adoption in accordance with the settling group's tikanga (customary values and practices); and

10.7.2 Ngā Hapū o Ngāti Ranginui **tūpuna** or **ancestors** means an individual who exercised customary rights by virtue of being descended from:

- (a) Ranginui; or
- (b) a recognised ancestor of any of the groups referred to in clause 10.5.2 and 10.6; including –
 - (i) in relation to Pirirākau: Tutereinga and Maungapohatu (also known as Te Ua Maungapohatu); and
 - (ii) in relation to Ngāti Taka: Te Ua Maungapohatu; and
 - (iii) in relation to Ngāti Kahu: Herewini Te Kaiamo and Perahia; and
 - (iv) in relation to Ngāti Rangī: Pakaruwakanui; and
 - (v) in relation to Ngāti Pango: Te Poria and Pango; and
 - (vi) in relation to Ngāi Tamarāwaho: Tahuriwakanui; and
 - (vii) in relation to Ngāi Te Ahi: Ngaruinga and Tamahika; and
- (c) who exercised customary rights predominantly in relation to Ngā Hapū o Ngāti Ranginui area of interest any time after 6 February 1840.

10.7.3 **customary rights** means rights according to tikanga Māori (Māori customary values and practices), including –

DEED OF SETTLEMENT

10: GENERAL, DEFINITIONS, AND INTERPRETATION

- (a) rights to occupy land; and
- (b) rights in relation to the use of land or other natural or physical resources.

MANDATED NEGOTIATORS AND SIGNATORIES

10.8 In this deed –

10.8.1 **mandated negotiators** means the following individuals:

- (a) Peri Kohu - Ngāi Tamarāwaho; and
- (b) Matakokiri Tata - Ngāi Tamarāwaho; and
- (c) Horimatua George Evans - Ngāi Tamarāwaho; and
- (d) Piripi Winiata - Ngāi Tamarāwaho; and
- (e) Kimiora Rawiri - Ngāti Hangarau; and
- (f) Tatai Allen - Ngāti Hangarau; and
- (g) Gerry Gardiner - Ngāti Hangarau; and
- (h) Tawharangi Nuku - Ngāti Hangarau; and
- (i) Colin Bidois - Pirirākau; and
- (j) Horimatua George Evans - Ngāti Te Wai; and
- (k) Nepia Bryan - Ngāti Te Wai; and
- (l) Te Pio Kawe - Ngāi Te Ahi; and
- (m) Lance Waaka - Ngāti Ruahine; and
- (n) Te Ruruanga Te Keeti - Wairoa hapū; and
- (o) Bob Leef - Ngāti Taka; and

10.8.2 **mandated signatories** means the following individuals:

- (a) Ngāti Hangarau - Arapera Nuku; and
- (b) Ngāti Hangarau - Martha Mana; and
- (c) Ngāti Hangarau - Karora Smith; and

DEED OF SETTLEMENT

10: GENERAL, DEFINITIONS, AND INTERPRETATION

- (d) Ngāti Hangarau - Kihi Ngatai; and
- (e) Ngāi Te Ahi - Matemoana McDonald; and
- (f) Ngāi Te Ahi - Huikakahu Kawe; and
- (g) Ngāi Te Ahi - Rangiwhakaehu Walker; and
- (h) Wairoa hapū - Ngaronoa Reweti-Ngata; and
- (i) Wairoa hapū - Te Ringahora Gotz; and
- (j) Ngāi Tamarāwaho - Morehu Ngātoko Rahipere; and
- (k) Ngāi Tamarāwaho - Merewhiua Bennett; and
- (l) Pirirākau - Frank Borell; and
- (m) Pirirākau - Tommy Kuka; and
- (n) Pirirākau - Maria Ngatai; and
- (o) Pirirākau - Rawiri Kuka; and
- (p) Pirirākau - Billy Borrell; and
- (q) Pirirākau - Jennifer Rolleston; and
- (r) Pirirākau - Atiria Ake; and
- (s) Pirirākau - Kowhai Wihapi; and
- (t) Pirirākau - Taakahi Borell; and
- (u) Pirirākau - Meremaehe Borell; and
- (v) Ngāti Ruahine - Te Reohau Ranui (Goro); and
- (w) Ngāti Ruahine - Morgan (Joe) Kee; and
- (x) Ngāti Ruahine - Arianna Waaka; and
- (y) Ngāti Ruahine - Dudley Walker; and
- (z) Ngāti Ruahine - Hinerongo Walker; and
- (aa) Ngāti Taka - Stephanie Taiapa; and

DEED OF SETTLEMENT

10: GENERAL, DEFINITIONS, AND INTERPRETATION

- (bb) Ngāti Taka - Darren Leef; and
- (cc) Ngāti Taka - Neil Hirama; and
- (dd) Ngāti Taka - Pania Brown.

ADDITIONAL DEFINITIONS

10.9 The definitions in part 6 of the general matters schedule apply to this deed.

INTERPRETATION

10.10 Part 7 of the general matters schedule applies to the interpretation of this deed.

DEED OF SETTLEMENT

SIGNED as a deed on 21 June 2012

SIGNED for and on behalf
of **NGĀ HAPŪ O NGĀTI RANGINUI** by
the mandated negotiators in the
presence of –

Peri Kohu
Ngāi Tamarāwaho

Matakokiri Tata
Ngāi Tamarāwaho

Horimatua George Evans
Ngāi Tamarāwaho

Piripi Winiata
Ngāi Tamarāwaho

Kimiora Rawiri
Ngāti Hangarau

Tatai Allen
Ngāti Hangarau

Gerry Gardiner
Ngāti Hangarau

Tawharangi Nuku
Ngāti Hangarau

DEED OF SETTLEMENT

Colin Bidois
Pirirākau

Nepia Bryan
Ngāti Te Wai

Horimatua George Evans
Ngāti Te Wai

Te Pio Kawe
Ngāi Te Ahi

Lance Waaka
Ngāti Te Ruahine

Te Ruruanga Te Keeti
Wairoa hapū

Bob Leef
Ngāti Taka

WITNESS

Name:

Occupation:

Address:

DEED OF SETTLEMENT

SIGNED by the **TRUSTEES OF THE NGĀ HAPŪ O NGĀTI RANGINUI SETTLEMENT TRUST** in the presence of –

Kimiora Rawiri
Ngāti Hangarau

Te Pio Kawe
Ngāi Te Ahi

Te Ruruanga Te Keeti
Wairoa hapū

Rob Urwin
Ngāi Tamarāwaho

Shadrach Rolleston
Pirirākau

Lance Waaka
Ngāti Ruahine

Caine Taiapa
Ngāti Taka

DEED OF SETTLEMENT

Horimatua George Evans
Ngāti Te Wai

WITNESS

Name:


Occupation:

Address:

DEED OF SETTLEMENT

SIGNED for and on behalf of THE CROWN by –

The Minister for Treaty of Waitangi
Negotiations in the presence of –



Hon Christopher Finlayson

WITNESS

B. Consigned

Name: BERNADETTE CONSEDINE

Occupation: PRIVATE SECRETARY

Address: WELLINGTON

The Minister of Finance
(only in relation to the tax indemnities)
in the presence of –



Hon Simon William English

WITNESS

A. Houkamaui

Name: Anohaere Houkamaui

Occupation: Senior Ministerial Advisor

Address: Wellington.

DEED OF SETTLEMENT

Pirirākau

SIGNED by the mandated signatories of Pirirākau in the presence of:

Frank Borell

Tommy Kuka

Maria Ngatai

Rawiri Kuka

Billy Borrell

Jennifer Rolleston

Atiria Ake

Kowhai Wihapi

Taakahi Borell

Meremaehē Borell

DEED OF SETTLEMENT

Ngāti Taka

SIGNED by the mandated signatories of Ngāti Taka in the presence of:

Stephanie Taiapa

Darren Leef

Neil Hirama

Pania Brown

DEED OF SETTLEMENT

Wairoa hapū

SIGNED by the mandated signatories of Wairoa hapū in the presence of:

Ngarono Reweti-Ngata

Te Ringahora Gotz

DEED OF SETTLEMENT

Ngāti Hangarau

SIGNED by the mandated signatories of Ngāti Hangarau in the presence of:

Arapera Nuku

Martha Mana

Karora Smith

Kihi Ngatai

DEED OF SETTLEMENT

Ngāi Tamarāwaho

SIGNED by the mandated signatories of Ngāi Tamarāwaho in the presence of:

Morehu Ngātoko Rahipere

Merewhiua Bennett

DEED OF SETTLEMENT

Ngāi Te Ahi

SIGNED by the mandated signatories of Ngāi Te Ahi in the presence of:

Matemoana McDonald

Huikakahu Kawe

Rangiwhakaehu Walker

DEED OF SETTLEMENT

Ngāti Ruahine

SIGNED by the mandated signatories of Ngāti Ruahine in the presence of:

Te Reohau Ranui (Goro)

Morgan (Joe) Kee

Arianna Waaka

Dudley Walker

Hinerongo Walker

DEED OF SETTLEMENT

Ngāti Te Wai

SIGNED by the mandated signatories of Ngāti Te Wai in the presence of: