

**NGĀ HAPŪ O NGĀTI RANGINUI SETTLEMENT TRUST**

**and**

**THE CROWN**

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

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**DEED TO AMEND THE DEED OF SETTLEMENT**

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**DEED TO AMEND THE DEED OF SETTLEMENT**

**THIS DEED** is made on the                      day of                      2014

**BETWEEN**

**TRUSTEES OF THE NGĀ HAPŪ O NGĀTI RANGINUI SETTLEMENT TRUST**

**AND**

**THE CROWN**

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## DEED TO AMEND THE DEED OF SETTLEMENT

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### 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 Rangiwehē;
  - 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 Rangī and Ngāti Pūkenga, being –
    - (a) the addition of a commercial redress property;

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- (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.

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### 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:

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- 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.

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SIGNED as a deed on the 26<sup>th</sup> 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



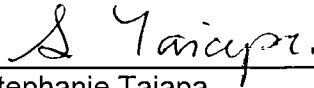
Shadrach Rolleston  
Pirirākau

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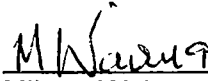
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Lance Waaka  
Ngāti Ruahine

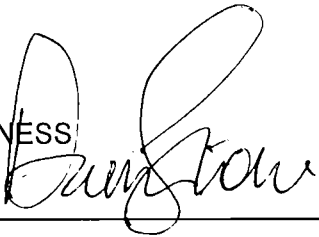


Stephanie Taiapa  
Ngāti Taka



Mikere Wairua  
Ngāti Te Wai

WITNESS



Name: DAMIAN HOHEPA STONE

Occupation: SOLICITOR

Address: WELLINGTON



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SIGNED for and on behalf of THE CROWN by –

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



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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 –



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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;"><b><i>"Jointly vested as a scenic reserve"</i></b></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>

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### ***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:

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	<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> <p>(a) the Waitaha settlement deed;</p> <p>(b) the Tapuika settlement deed;</p> <p>(c) the Ngāti Rangiwewehi settlement deed;</p> <p>(d) the Ngāti Pūkenga settlement deed;</p> <p>(e) the Ngāi Te Rangi settlement deed."</p>
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><b>"STATEMENT OF SIGNIFICANCE FOR KAREWA ISLAND</b></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>

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<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;"><b>“TAURANGA SCHOOL SITES</b></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>

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	<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>

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	<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>

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<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;"><b>“RIGHT OF FIRST REFUSAL OVER RFR LAND</b></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>



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<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 <b>commercial redress property</b>.</p> <p>The following new definition <b>final effective date</b> is inserted immediately after <b>encumbrance</b> as follows:</p> <p>“<b>final effective date</b> 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>

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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".

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

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Property redress, new paragraph 1.1.3	<p>The following new paragraph is inserted immediately after paragraph 1.1.2:</p> <p>“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”,</p> <p>and the next paragraph is consequentially renumbered.</p>												
Property redress, new paragraph 1.2.1(c)	<p>The following new paragraph is inserted immediately after paragraph 1.2.1(b):</p> <p>“(c) the Harrisfield Drive property if it has been purchased; and”,</p> <p>and the next paragraph is consequentially renumbered.</p>												
Property redress, new paragraph 1.6.3	<p>The following new paragraph is inserted immediately after paragraph 1.6.2:</p> <p>“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”,</p> <p>and the next paragraph is consequentially renumbered.</p>												
Property redress, part 4	<p>The following property description is inserted in table 1 of this part as the first property description:</p>												
<table border="1"> <thead> <tr> <th data-bbox="201 1283 395 1395">Land holding agency</th> <th data-bbox="403 1283 544 1395">Property Name</th> <th data-bbox="552 1283 730 1395">Hapū Association</th> <th data-bbox="738 1283 917 1395">Name / Address</th> <th data-bbox="925 1283 1201 1395">Legal Description South Auckland Land District</th> <th data-bbox="1209 1283 1449 1395">Encumbrances</th> </tr> </thead> <tbody> <tr> <td data-bbox="201 1395 395 1809">Ministry of Justice (Office of Treaty Settlements)</td> <td data-bbox="403 1395 544 1809"></td> <td data-bbox="552 1395 730 1809">Ngāti Te Wai</td> <td data-bbox="738 1395 917 1809">31 Park Road, Katikati</td> <td data-bbox="925 1395 1201 1809">0.1012 hectares, more or less, being Lot 5 DP 31304. All computer freehold register 422193.</td> <td data-bbox="1209 1395 1449 1809">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.</td> </tr> </tbody> </table>	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.	
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	<p>A new part 4AA in the form set out in schedule 2 to this deed is inserted immediately after part 4.</p>												

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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:  <b>“, HARRISFIELD DRIVE PROPERTY AND TAURANGA SCHOOL SITES”.</b>
	<p>The following headings and new paragraphs 6.44 to 6.53 are inserted at the end of this part:</p> <p><b>“HARRISFIELD DRIVE PROPERTY AND TAURANGA SCHOOL SITES</b></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>

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### 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.
	<b>GST</b>
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 ( <b>relevant date</b> 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

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	<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>“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 <b>Lessee’s improvements</b> In this paragraph:</p> <p>“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>“<b>HD settlement date</b> means the date that is 20 business days after the Crown receives an election notice under paragraph 4A.4; and”</p> <p>“<b>TSS settlement date</b> 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 <b>terms of transfer</b> in this paragraph:</p> <p>“, the Harrisfield Drive property and the Tauranga school sites”.</p>



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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:  <b>Otānewainuku</b>  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

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	<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"><li>(a) is enforceable in accordance with its terms, despite the provisions of the Reserves Act 1977; and</li><li>(b) is to be treated as having been granted in accordance with that Act.</li></ul> <p><b>Pūwhenua</b></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"><li>(a) the Ngāti Ranginui governance entity;</li><li>(b) the Ngāi Te Rangi governance entity;</li><li>(c) the Ngāti Pūkenga governance entity;</li><li>(d) the Waitaha governance entity;</li><li>(e) the Tapuika governance entity;</li><li>(f) the Ngāti Rangiwewehi governance entity; and</li></ul> <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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	<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 style="text-align: center;"><b>Vesting mechanism for Otānewainuku and Pūwhenua</b></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>

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	<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>

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	<ul style="list-style-type: none"> <li>(i) section 24 of the Conservation Act 1987 does not apply to the site; and</li> <li>(ii) the site is subject to paragraphs 10.17.4, 11.3 and 11.4 as the case requires; or</li> </ul> <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> <p>(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 –</p> <ul style="list-style-type: none"> <li>(i) section 24 of the Conservation Act does not apply to the site; and</li> <li>(ii) the site is subject to paragraphs 10.5, 10.17 and 11.3;</li> </ul> <p>(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> <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>

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<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;"><b><i>“Joint management body for Otānewainuku and Pūwhenua”</i></b></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>

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	<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.

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<p>Legislative matters, new paragraph 13.4A</p>	<p>The following new heading and paragraph are inserted immediately after paragraph 13.4:</p> <p><b>“Land required for another Treaty settlement to cease to be RFR land</b></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><b>“Education purposes</b></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>



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<p>Legislative matters, Appendix</p>	<p>New definitions are inserted at the end of paragraph Appendix 1 as follows:</p> <p><b><i>Jointly vest in fee simple as a scenic reserve</i></b></p> <p><b><i>Pūwhenua</i></b></p> <table border="1" data-bbox="411 533 1437 1010"> <tr> <td data-bbox="411 533 868 1010"> <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="868 533 1209 1010"> <p>Scenic reserve subject to section 19(1)(a) of the Reserves Act 1977.</p> </td> <td data-bbox="1209 533 1437 1010"> <p>Associated Hapū: Ngāi Tamarāwaho, Ngāti Ruahine and Ngāi Te Ahi</p> </td> </tr> </table> <p><b><i>Otānewainuku</i></b></p> <table border="1" data-bbox="411 1115 1437 1832"> <tr> <td data-bbox="411 1115 868 1832"> <p>South Auckland Land District – Western Bay of Plenty District.</p> <p>35.5 hectares, approximately, being Part Section 3 Block XVI Otanewainuku Survey District. Part <i>Gazette</i> 1947 page 481. Subject to survey.</p> <p>52.5 hectares, approximately, being Part Section 4 Block XVI Ōtanewainuku Survey District. Part <i>Gazette</i> 1920 page 2119. Subject to survey.</p> <p>27.0 hectares, approximately, being Part Te Puke Block. Part <i>Gazette</i> 1879 page 781. Subject to survey.</p> <p>5.0 hectares, approximately, being Part Waitaha 1. Part <i>Gazette</i> 1884 page 238.</p> <p>As shown on deed plan OTS-078-024.</p> </td> <td data-bbox="868 1115 1209 1832"> <p>Scenic reserve subject to section 19(1)(a) Reserves Act 1977.</p> <p>Subject to an unregistered guiding permit with concession number BP-23723-GUI to Gold Fern Trust.</p> <p>Subject to an unregistered guiding permit with concession number NM-344050GUI to Black Sheep Touring Company Ltd .</p> <p>Subject to an easement in gross in favour of the Minister of Conservation referred to in paragraph 9.17.6.</p> </td> <td data-bbox="1209 1115 1437 1832"> <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>	<p>South Auckland Land District – Western Bay of Plenty District.</p> <p>35.5 hectares, approximately, being Part Section 3 Block XVI Otanewainuku Survey District. Part <i>Gazette</i> 1947 page 481. Subject to survey.</p> <p>52.5 hectares, approximately, being Part Section 4 Block XVI Ōtanewainuku Survey District. Part <i>Gazette</i> 1920 page 2119. Subject to survey.</p> <p>27.0 hectares, approximately, being Part Te Puke Block. Part <i>Gazette</i> 1879 page 781. Subject to survey.</p> <p>5.0 hectares, approximately, being Part Waitaha 1. Part <i>Gazette</i> 1884 page 238.</p> <p>As shown on deed plan OTS-078-024.</p>	<p>Scenic reserve subject to section 19(1)(a) Reserves Act 1977.</p> <p>Subject to an unregistered guiding permit with concession number BP-23723-GUI to Gold Fern Trust.</p> <p>Subject to an unregistered guiding permit with concession number NM-344050GUI to Black Sheep Touring Company Ltd .</p> <p>Subject to an easement in gross in favour of the Minister of Conservation referred to in paragraph 9.17.6.</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**

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Attachments, part 3	<p>The following heading is inserted at the top of the existing list:</p> <p><b>"Table 1 – LAND OWNED OR ADMINISTERED BY THE CROWN"</b></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**

<b>Land holding agency</b>	<b>School site name</b>	<b>Legal description</b>	<b>Encumbrances</b>	<b>Transfer value and initial rent</b>
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	<p>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.</p> <p>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.</p> <p>0.3579 hectares, more or less, being Lot 2 DP 4816. All Computer Freehold Register SA169/256.</p> <p>0.0822 hectares, more or less, being Lot 1 DP 15723. All Computer Freehold Register SA377/38.</p> <p>0.0776 hectares, approximately, being Part Lot 3 DP 4816. All Gazette Notice H228566. Subject to survey.</p>	Subject to Certificate B643204.1 pursuant to Section 37 Building Act 1991 (affects SA300/248).	<p>Transfer value: \$2,200,000</p> <p>Initial annual rent: \$132,000</p>

\* 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

**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.

**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**

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- 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

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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.



**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

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- (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

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### 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*][~~delete 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

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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**

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- (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

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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**

<b>KAREWA ISLAND</b>		
<b>Site</b>	<b>Karewa Island</b>	<b>Ngā Hapū o Ngāti Ranginui Association</b>
Description of site	Island located offshore from Tauranga Moana, adjacent to Matakana Island	<p>Ngāi Tamarāwaho and Ngāti Ruahine maintain traditional associations with Karewa Island.</p> <p><i>Ngā hononga o mua</i></p> <p>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.</p>
Ngā tupuna o Ngā Hapū o Ngāti Ranginui	Tahupokai Taurikura	<p>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.</p> <p>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.</p> <p>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</p>
Pepeha, waiata, whakataukī	<p>Te waiata na Naisy Ngatoko i tito</p> <p>Ko Tio Ngatoko iho atu ngā korero ki aia i tērā wa.</p>	

**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 poupu in the roro (<i>porch</i>) of the wharenuī (<i>meeting house</i>), Tamateapokaiwhenua. There is a carved portrait of Taurikura, the cheeky puihi 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"> <li>• 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.</li> <li>• The Island has also been a traditional source of kaimoana for Hapū who fished and dived in the waters around the Island.</li> <li>• 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</li> </ul>
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## DEED TO AMEND THE DEED OF SETTLEMENT

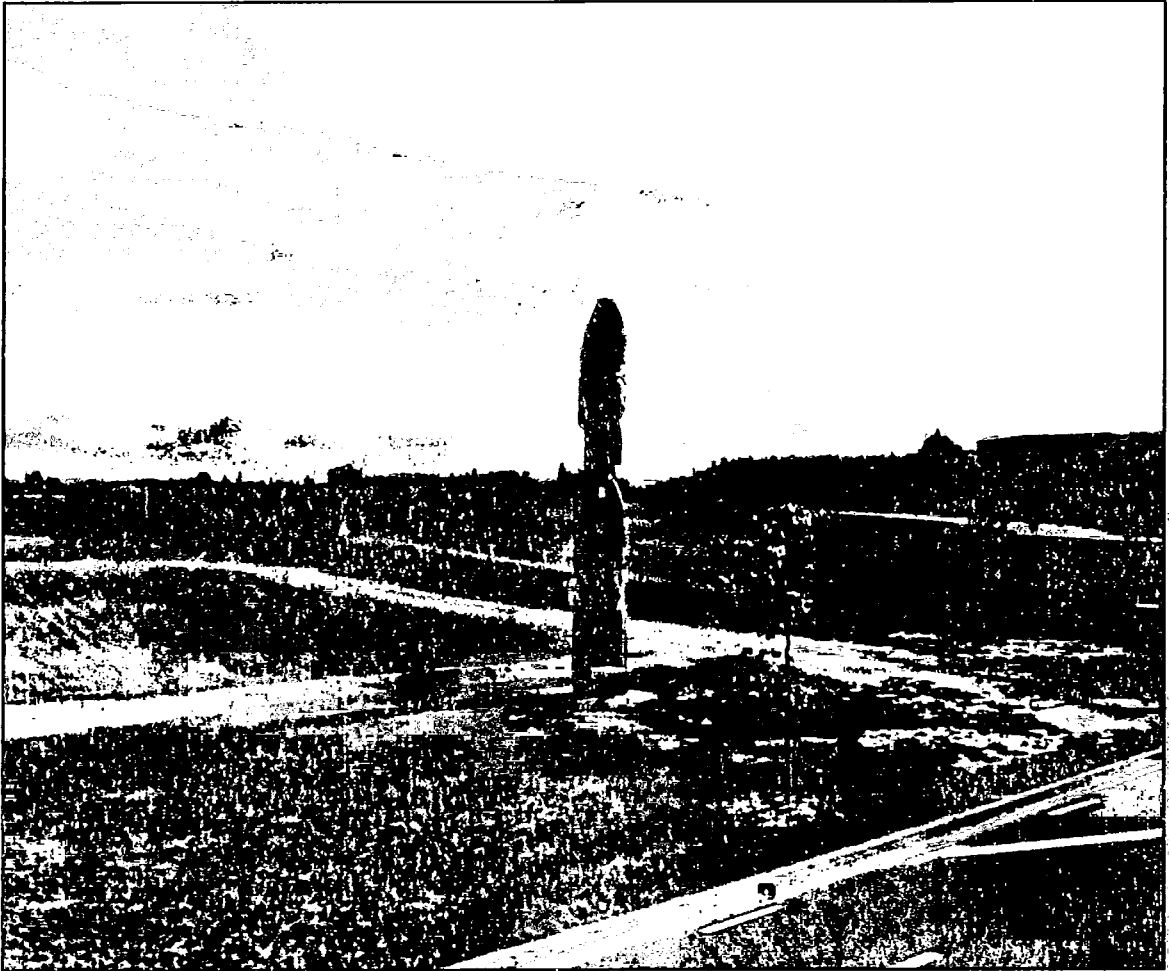
		<p>woman stopping at Karewa to relieve herself (mimi). This desecration of the toka or ana of Taurikura ended with the woman being found dead and cut in half (pāwhara).</p> <p><i>Contemporary relationships</i></p> <ul style="list-style-type: none"><li>• Within Tauranga there are a number of acknowledgements 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.</li><li>• 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.</li><li>• Taurikura is represented and carved in the Ngai Tamarāwaho Whare Tipuna Tamatea Arikinui</li><li>• 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.</li></ul> <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 Kimihiā e ia I te puna o Taumata Ka rongō i 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 kotoremuia 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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DEED TO AMEND THE DEED OF SETTLEMENT

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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**

	<b>Property Name/Address</b>	<b>Hapū Association</b>	<b>Legal Description – All South Auckland Land District</b>
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**

	<b>Property Name/Address</b>	<b>Hapū Association</b>	<b>Legal Description – All South Auckland Land District</b>
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**

	<b>Property Name/Address</b>	<b>Hapū Association</b>	<b>Legal Description – All South Auckland Land District</b>
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**

	<b>Property Name/Address</b>	<b>Hapū Association</b>	<b>Legal Description – All South Auckland Land District</b>
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.



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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	1.2237 hectares, more or less, being Lot 1 DPS 4196. All <i>Gazette</i> notice B608234.1.  3.2223 hectares, more or less, being Lot 1 DPS 34337. All <i>Gazette</i> notice B608234.3.  8.0000 hectares, more or less, being Lot 2 DPS 79817. All <i>Gazette</i> notice B608234.4.  1.5440 hectares, more or less, being Lot 1 DPS 54303. All <i>Gazette</i> notice B608235.2.  8.0033 hectares, more or less, being Lot 1 DPS 79817. All <i>Gazette</i> notice B608235.1.  6.7076 hectares, more or less, being Lot 3 DPS 79817. All <i>Gazette</i> notice B608233.2.  1.0734 hectares, more or less, being Lot 5 DPS 79817. All <i>Gazette</i> notice B608235.4.

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				<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.

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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**

	<b>Property Name/Address</b>	<b>Hapū Association</b>	<b>Legal Description – All South Auckland Land District</b>
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**

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

## DEED TO AMEND THE DEED OF SETTLEMENT

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### 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

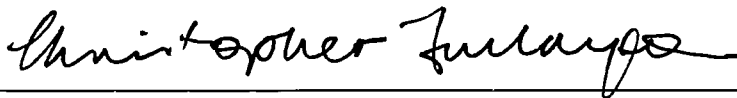
AND

THE CROWN



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On behalf of Ngā Hapū o Ngāti Ranginui Settlement Trust



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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

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### HE MAIMAI AROHA

*E rongō 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 pihī, nā rātou nei te pihinga i māhuri mai, nā rātou nei te māhurutanga mai i kōhuretia ko tēnei kaupapa ko te raupatu.

Whātorotoro atu te ringa o Tamateaarikinui  
I te kōtīhitihī 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 Rangi), 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.

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## DEED OF SETTLEMENT

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**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 Rangī, 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 Paparua, 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  
Kō 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 Rangī e tu nei  
Ka tau, ka tau te papa e takoto nei  
Ka tau te mātuku mai i Rarotonga  
Koia rukuhia manawa pou roto  
Koia rukuhia 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

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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

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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. Pirākau, 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.

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- 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

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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 Ngāi 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

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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



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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'

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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

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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.
- ( 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

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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

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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 Paki 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

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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.

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### 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



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### 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.

...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

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**2: HISTORICAL ACCOUNT**

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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

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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.

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### 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.

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### 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

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### 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.

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### 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

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### 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**

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***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 Rangī 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 Rangī governance entity (as defined in a deed of settlement between Ngāi Te Rangī, 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

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### 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 - Rangiwakaehu 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

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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:

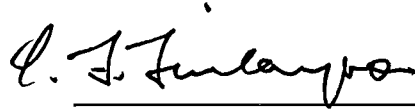
Occupation:

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: Anohere 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

\_\_\_\_\_  
Meremaehe 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:

**NGĀ HAPŪ O NGĀTI RANGINUI**

**AND**

**TRUSTEES OF THE NGĀ HAPŪ O NGĀTI RANGINUI  
SETTLEMENT TRUST**

**AND**

**THE CROWN**

---

**DEED OF SETTLEMENT SCHEDULE:  
GENERAL MATTERS**

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## 1 IMPLEMENTATION OF SETTLEMENT

- 1.1 The governance entity must use best endeavours to ensure that every historical claim proceedings is discontinued –
- 1.1.1 by the settlement date; or
  - 1.1.2 if not by the settlement date, as soon as practicable afterwards.
- 1.2 The Crown may, after the settlement date, do all or any of the following:
- 1.2.1 advise the Waitangi Tribunal (or any other tribunal, court, or judicial body) of the settlement:
  - 1.2.2 request the Waitangi Tribunal to amend its register of claims, and adapt its procedures, to reflect the settlement:
  - 1.2.3 from time to time propose for introduction to the House of Representatives a bill or bills for either or both of the following purposes:
    - (a) terminating a historical claim proceedings:
    - (b) giving further effect to this deed, including achieving –
      - (i) certainty in relation to a party's rights and/or obligations; and/or
      - (ii) a final and durable settlement.
- 1.3 The Crown may cease, in relation to Ngā Hapū o Ngāti Ranginui or a representative entity, any land bank arrangements, except to the extent necessary to comply with its obligations under this deed.
- 1.4 Ngā Hapū o Ngāti Ranginui and every representative entity must –
- 1.4.1 support a bill referred to in paragraph 1.2.3; and
  - 1.4.2 not object to a bill removing resumptive memorials from any certificate of title or computer register.

## 2 INTEREST

### DATE OF PAYMENT

- 2.1 The Crown must pay interest to the governance entity –
- 2.1.1 in relation to the financial and commercial redress amount for the period in paragraph 2.2.1, on the date that the on-account payment is made under clause 6.2;
  - 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
  - 2.1.3 in relation to the balance of the financial and commercial redress amount (reduced in accordance with paragraphs 2.2.2 and 2.2.3 and by any other on-account payment made before the settlement date) on the settlement date.

### AMOUNT ON, PERIOD FOR, AND RATE AT WHICH INTEREST IS PAID

- 2.2 The interest is payable –
- 2.2.1 on the financial and commercial redress amount, for the period –
    - (a) beginning on 15 December 2010; and
    - (b) ending on the day before the on-account payment is made under clause 6.2; and
  - 2.2.2 on \$30,027,555 (being the balance of the financial and commercial redress amount after the on-account payment is made), for the period –
    - (a) beginning on the date that the on-account payment is made under clause 6.2; and
    - (b) ending on the date before the first payment of a purchase price (by on-account deduction from the financial and commercial redress amount) for an early release commercial property is made; and
  - 2.2.3 on that amount of the financial commercial redress amount that remains outstanding after each subsequent payment of a purchase price for an early release commercial property, for the period –
    - (a) beginning on the date of the previous payment of a purchase price for an early release commercial property; and
    - (b) ending on the date before the next payment of a purchase price for an early release commercial property or, in the case of the last payment of

## DEED OF SETTLEMENT

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### 2: INTEREST

a purchase price for an early release commercial property, on the date before the settlement date; and

- 2.2.4 at the rate from time to time set as the official cash rate by the Reserve Bank, calculated on a daily basis but not compounding.
- 2.3 The interest is –
- 2.3.1 subject to any tax payable in relation to it; and
  - 2.3.2 payable after withholding any tax required by legislation to be withheld.



### 3 TAX

#### INDEMNITY

- 3.1 The provision of Crown redress, or an indemnity payment, to the governance entity is not intended to be –
- 3.1.1 a taxable supply for GST purposes; or
  - 3.1.2 assessable income for income tax purposes.
- 3.2 The Crown must, therefore, indemnify the governance entity for –
- 3.2.1 any GST payable by the governance entity in respect of the provision of Crown redress or an indemnity payment;
  - 3.2.2 any income tax payable by the governance entity as a result of any Crown redress, or an indemnity payment, being treated as assessable income of the governance entity; and
  - 3.2.3 any reasonable cost or liability incurred by the governance entity in taking, at the Crown's direction, action –
    - (a) relating to an indemnity demand; or
    - (b) under paragraph 3.13 or paragraph 3.14.1(b).

#### LIMITS

- 3.3 The tax indemnity does not apply to the following (which are subject to normal tax treatment):
- 3.3.1 interest paid under part 2:
  - 3.3.2 the transfer of RFR land or the Harrisfield Drive property or a Tauranga school site under the settlement documentation:
  - 3.3.3 the governance entity's –
    - (a) use of Crown redress or an indemnity payment; or
    - (b) payment of costs, or any other amounts, in relation to Crown redress.

#### ACKNOWLEDGEMENTS

- 3.4 To avoid doubt, the parties acknowledge –

## GENERAL MATTERS

### 3: TAX

- 3.4.1 the Crown redress is provided –
- (a) to settle the historical claims; and
  - (b) with no other consideration being provided; and
- 3.4.2 in particular, the following are not consideration for the Crown redress:
- (a) an agreement under this deed to –
    - (i) enter into an encumbrance, or other obligation, in relation to Crown redress; or
    - (ii) pay costs (such as rates, or other outgoings, or maintenance costs) in relation to Crown redress:
  - (b) the performance of that agreement; and
- 3.4.3 nothing in this part is intended to imply that the provision of Crown redress, or an indemnity payment, is –
- (a) a taxable supply for GST purposes; or
  - (b) assessable income for income tax purposes, if the governance entity is a charitable trust, or other charitable entity, it receives –
    - (i) redress, assets, or rights other than for charitable purposes; or
    - (ii) income other than as exempt income for income tax purposes; and
- 3.4.4 the transfer of RFR land or the Harrisfield Drive property or a Tauranga school site under the settlement documentation is a taxable supply for GST purposes; and
- 3.4.5 the governance entity and the TMIC governance entity for the purposes of the TMIC collective deed are the only entities that this deed contemplates performing a function described in section HF 2(2)(d)(i) or section HF 2(3)(e)(i) of the Income Tax Act 2007.

### CONSISTENT ACTIONS

- 3.5 None of the governance entity, a person associated with it, or the Crown will act in a manner that is inconsistent with this part 3.
- 3.6 In particular, the governance entity agrees that –

## GENERAL MATTERS

### 3: TAX

- 3.6.1 from the settlement date, it will be a registered person for GST purposes, unless it is not carrying on a taxable activity; and
- 3.6.2 neither it, nor any person associated with it, will claim with respect to the provision of Crown redress, or an indemnity payment, –
  - (a) an input credit for GST purposes; or
  - (b) a deduction for income tax purposes.

### INDEMNITY DEMANDS

- 3.7 The governance entity and the Crown must give notice to the other, as soon as reasonably possible after becoming aware that the governance entity may be entitled to an indemnity payment.
- 3.8 An indemnity demand –
  - 3.8.1 may be made at any time after the settlement date; but
  - 3.8.2 must not be made more than 20 business days before the due date for payment of the tax, whether that date is –
    - (a) specified in an assessment; or
    - (b) a date for the payment of provisional tax; or
    - (c) otherwise determined; and
  - 3.8.3 must be accompanied by –
    - (a) evidence of the tax, and of any other amount sought, which is reasonably satisfactory to the Crown; and
    - (b) if the demand relates to GST and the Crown requires, a GST tax invoice.

### INDEMNITY PAYMENTS

- 3.9 If the governance entity is entitled to an indemnity payment, the Crown may make the payment to –
  - 3.9.1 the governance entity; or
  - 3.9.2 the Commissioner of Inland Revenue, on behalf of, and for the account of, the governance entity.

## GENERAL MATTERS

### 3: TAX

3.10 The governance entity must pay an indemnity payment received by it to the Commissioner of Inland Revenue, by the later of –

3.10.1 the due date for payment of the tax; or

3.10.2 the next business day after receiving the indemnity payment.

#### REPAYMENT

3.11 If it is determined that some or all of the tax to which an indemnity payment relates is not payable, the governance entity must promptly repay to the Crown any amount that –

3.11.1 the Commissioner of Inland Revenue refunds or credits to the governance entity; or

3.11.2 the governance entity has received but has not paid, and is not required to pay, to the Commissioner of Inland Revenue.

3.12 The governance entity has no right of set-off or counterclaim in relation to an amount payable by it under paragraph 3.11.

#### RULINGS

3.13 The governance entity must assist the Crown with an application to the Commissioner of Inland Revenue for a ruling, whether binding or not, in relation to the provision of Crown redress.

#### CONTROL OF DISPUTES

3.14 If the governance entity is entitled to an indemnity payment, the Crown may –

3.14.1 by notice to the governance entity, require it to –

(a) exercise a right to defer the payment of tax; and/or

(b) take any action specified by the Crown, and confirmed by expert legal tax advice as appropriate action in the circumstances, to respond to, and/or contest, –

(i) a tax assessment; and/or

(ii) a notice in relation to the tax, including a notice of proposed adjustment; or

3.14.2 nominate and instruct counsel on behalf of the governance entity whenever it exercises its rights under paragraph 3.14.1; and

## GENERAL MATTERS

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### 3: TAX

3.14.3 recover from the Commissioner of Inland Revenue any tax paid that is refundable.

#### DEFINITIONS

3.15 In this part, unless the context requires otherwise, –

**provision**, in relation to redress, includes its payment, credit, transfer, vesting, making available, creation, or grant; and

**use**, in relation to redress or an indemnity payment, includes dealing with, payment, transfer, distribution, or application.

## 4 NOTICE

### APPLICATION

- 4.1 Unless otherwise provided in this deed, or a settlement document, this part applies to a notice under this deed or a settlement document.
- 4.2 In particular, this part is subject to the provisions of part 11 of the property redress schedule which provides for notice to the Crown in relation to, or in connection with, a redress property, the Harrisfield Drive property and each Tauranga school site.

### REQUIREMENTS

- 4.3 A notice must be –
- 4.3.1 in writing; and
- 4.3.2 signed by the person giving it (but, if the governance entity is giving the notice, it is effective if not less than three trustees sign it); and
- 4.3.3 addressed to the recipient at its address or facsimile number as provided –
- (a) in paragraph 4.6; or
- (b) if the recipient has given notice of a new address or facsimile number, in the most recent notice of a change of address or facsimile number; and
- 4.3.4 given by –
- (a) personal delivery (including by courier) to the recipient's street address; or
- (b) sending it by pre-paid post addressed to the recipient's postal address; or
- (c) by faxing it to the recipient's facsimile number.

### TIMING

- 4.4 A notice is to be treated as having been received –
- 4.4.1 at the time of delivery, if personally delivered; or
- 4.4.2 on the second day after posting, if posted; or
- 4.4.3 on the day of transmission, if faxed.

## GENERAL MATTERS

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### 4: NOTICE

- 4.5 However, if a notice is treated under paragraph 4.4 as having been received after 5pm on a business day, or on a non-business day, it is to be treated as having been received on the next business day.

### ADDRESSES

- 4.6 The address of –

- 4.6.1 Ngā Hapū o Ngāti Ranginui and the governance entity is –

Old Tauranga Post Office Building  
51 Willow Street  
PO Box 2230  
TAURANGA

**Facsimile No. 07 577 6268**

- 4.6.2 the Crown is –

C/- The Solicitor-General  
Crown Law Office  
Level 3  
Justice Centre  
19 Aitken Street  
PO Box 2858  
WELLINGTON

Facsimile No. 04 473 3482

## 5 MISCELLANEOUS

### AMENDMENTS

- 5.1 This deed may be amended only by written agreement signed by the governance entity and the Crown.

### ENTIRE AGREEMENT

- 5.2 This deed, and each of the settlement documents, in relation to the matters in it, –
- 5.2.1 constitutes the entire agreement; and
  - 5.2.2 supersedes all earlier representations, understandings, and agreements.

### NO ASSIGNMENT OR WAIVER

- 5.3 Paragraph 5.4 applies to rights and obligations under this deed or a settlement document.
- 5.4 Except as provided in this deed or a settlement document, a party –
- 5.4.1 may not transfer or assign its rights or obligations; and
  - 5.4.2 does not waive a right by –
    - (a) failing to exercise it; or
    - (b) delaying in exercising it; and
  - 5.4.3 is not precluded by a single or partial exercise of a right from exercising –
    - (a) that right again; or
    - (b) another right.



## 6 DEFINED TERMS

6.1 In this deed –

**administering body** has the meaning given to it by section 2(1) of the Reserves Act 1977; and

**assessable income** has the meaning given to it by section YA 1 of the Income Tax Act 2007; and

**attachments** means the attachments to this deed; and

**authorised person** means –

- (a) in relation to a cultural redress property, –
  - (i) a person authorised by the Chief Executive of the Ministry of Education in relation to the Omokoroa School site; and
  - (ii) a person authorised by the Director-General of Conservation, in relation to each other cultural redress property; and
- (b) in relation to an early release commercial property that becomes a commercial redress property by operation of clause 6.7, a person authorised by the Secretary for Justice; and
- (c) in relation to each other commercial redress property, a person authorised by the chief executive of the land holding agency as specified opposite that property in part 4 of the property redress schedule; and
- (d) in relation to a contingent property, a person authorised by the Director– General of the Department of Conservation; and
- (e) in relation to the Harrisfield Drive property, means a person authorised by the Secretary for Justice; and
- (f) in relation to each Tauranga school site, means a person authorised by the Chief Executive of the Ministry of Education; and

**business day** means a day that is not –

- (a) a Saturday or a Sunday; or
- (b) Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign's Birthday, or Labour Day; or

## GENERAL MATTERS

### 6: DEFINED TERMS

- (c) a day in the period commencing with 25 December in any year and ending with 15 January in the following year; or
- (d) a day that is observed as the anniversary of the province of –
- (i) Wellington; or
  - (ii) Auckland; and

**collective redress** means the collective redress set out in the TMIC collective deed; and

**commercial redress** means the commercial redress set out in part 6 of the deed of settlement; and

**commercial redress property** means:

- (a) each property described in tables 1 and 2 of part 4 of the property redress schedule; and
- (b) each early release commercial property to which clause 6.7 applies; and

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

**Commissioner of Inland Revenue** includes, where applicable, the Inland Revenue Department; and

**contingent property** means each property described in part 9 of the property redress schedule; and

**conservation area** has the meaning given to it by section 2(1) of the Conservation Act 1987; and

**Crown** –

- (a) has the meaning given to it by section 2(1) of the Public Finance Act 1989; and
- (b) for the purpose of clause 6.6 means –
  - (i) the Crown acting through the Chief Executive of LINZ for the properties known as –
    - 6 Country Way;
    - 104 Plummers Point;
    - 1/188 Edgecumbe Road;
    - 210 and 212 Fifteenth Avenue;
    - 214A Fifteenth Avenue;

## GENERAL MATTERS

### 6: DEFINED TERMS

- 222 Fifteenth Avenue;
  - 224 and 226 Fifteenth Avenue;
  - 228 Fifteenth Avenue;
  - 195 Sixteenth Avenue;
  - 2-6 Sutherland Road;
  - 62 Princess Street;
- (ii) the Crown acting through the Commissioner Crown Lands for the properties known as:
- 828 Cameron Road;
  - 111 Eighteenth Avenue;
  - 115 Eighteenth Avenue;
  - 119 Eighteenth Avenue;
  - 121 Eighteenth Avenue;
  - 125 Eighteenth Avenue;
  - 830 Cameron Road;
  - 832 Cameron Road;
  - 11 Garden Place; and
  - 15 Garden Place; and

**Crown body** means –

- (a) a Crown entity (as defined by section 7(1) of the Crown Entities Act 2004); and
- (b) a State enterprise (as defined by section 2 of the State-Owned Enterprises Act 1986); and
- (c) the New Zealand Railways Corporation; and
- (d) a company or body that is wholly owned or controlled by one or more of the following:
  - (i) the Crown;
  - (ii) a Crown entity;
  - (iii) a State enterprise;
  - (iv) the New Zealand Railways Corporation;
  - (v) a subsidiary, or related company, of a company or body referred to in this paragraph (d); and

**Crown Forest Land** has the meaning given to it in section 2(1) of the Crown Forest Assets Act 1989; and

**Crown Forestry assets** has the same meaning as in section 2(1) of the Crown Forest Assets Act 1989; and

## GENERAL MATTERS

### 6: DEFINED TERMS

**Crown leaseback** means, in relation to –

- (a) a leaseback commercial redress property, the lease to be entered into by the governance entity and the Crown under clauses 6.10 and 6.11; and
- (b) the Omokoroa School site, the lease to be entered into by the governance entity and the Crown under clause 5.13.6; and
- (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

**Crown redress** –

- (a) means redress –
  - (i) provided by the Crown to the governance entity; or
  - (ii) vested by the settlement legislation in the governance entity that was, immediately prior to the vesting, owned by or vested in the Crown; and
- (b) includes:
  - (i) the right of the governance entity to acquire the Harrisfield Drive property, each Tauranga school site and the Tauranga Police Station Improvements; and
  - (ii) the right of first refusal of the governance entity in relation to RFR land; and
- (c) includes any part of the Crown redress; and
- (d) does not include –
  - (i) an obligation of the Crown under the settlement documentation to transfer RFR land; or
  - (ii) an obligation of the Crown under the settlement documentation to transfer the Harrisfield Drive property, each Tauranga school site and the Tauranga Police Station Improvements; or
  - (iii) any on-account payment made before the date of this deed or to entities other than the governance entity; and

**cultural redress** means the redress provided by or under –

- (a) part 5 of the deed of settlement; or
- (b) the settlement legislation giving effect to part 5 of the deed of settlement; and

## GENERAL MATTERS

### 6: DEFINED TERMS

**cultural redress property** means each property described in appendix 1 of the legislative matters schedule; and

**date of this deed** means the date this deed is signed by the parties; and

**deed of settlement** and **deed** means the main body of this deed, the schedules, and the attachments; and

**deed plan** means a deed plan in the attachments; and

**Director-General of Conservation** has the same meaning as Director-General in section 2(1) of the Conservation Act 1987; and

**disclosure information** means the information given by the Crown about the redress properties referred to in paragraph 1.1 of the property redress schedule; and

**documents schedule** means the documents schedule to this deed; and

**early release commercial property** means each property described in part 3 of the property redress schedule; and

**eligible member of Ngā Hapū o Ngāti Ranginui** means a member of Ngā Hapū o Ngāti Ranginui who on 26 May 2012 was –

- (a) aged 18 years or over; and
- (b) registered on the register of members of Ngā Hapū o Ngāti Ranginui kept by Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui for the purpose of voting on –
  - (i) the ratification, and signing, of this deed; and
  - (ii) the approval of the governance entity to receive the redress; and

**encumbrance**, in relation to a property, means a lease, tenancy, licence, licence to occupy, easement, covenant, or other right or obligation, affecting that property; and

**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

**financial and commercial redress** means the redress provided by or under –

- (a) part 6 of the deed of settlement; and
- (b) the settlement legislation giving effect to part 6 of the deed of settlement; and

## GENERAL MATTERS

### 6: DEFINED TERMS

**financial and commercial redress amount** means the amount referred to in clause 6.1 as the financial and commercial redress amount; and

**general matters schedule** means this schedule; and

**governance entity** means the trustees of the Ngā Hapū o Ngāti Ranginui Settlement Trust in their capacity as trustees of that trust; and

**GST –**

(a) means goods and services tax chargeable under the Goods and Services Tax Act 1985; and

(b) includes, for the purposes of part 3 of this schedule, any interest or penalty payable in respect of, or on account of, the late or non-payment of GST; and

**hapū** means a hapū of Ngāti Ranginui and specifically Ngāi Te Ahi, Ngāti Ruahine, Ngāi Tamarāwaho, Ngāti Hangarau, Wairoa Hapū (which includes Ngāti Kahu, Ngāti Rangi and Ngāti Pango), Pirirākau, Ngāti Taka and Ngāti Te Wai; and

**hapū entity** means a recognised hapū recipient, as defined in the trust deed for the governance entity, appointed to hold and receive an on-transfer of or the benefit of settlement redress, or to exercise rights held by the governance entity under this deed; and

**Harrisfield Drive property** means 2.4501 hectares, more or less, being Lot 1 DP 440749. All Computer Freehold Register 54178; and

**historical claim proceedings** means an historical claim made in any court, tribunal, or other judicial body; and

**historical claims** has the meaning given to it by clauses 10.2 to 10.4; and

**income tax** means income tax imposed under the Income Tax Act 2007 and includes, for the purposes of part 3 of this schedule, any interest or penalty payable in respect of, or on account of, the late or non-payment of income tax; and

**indemnity demand** means a demand made by the governance entity to the Crown under part 3 of this schedule for an indemnity payment; and

**indemnity payment** means a payment made by the Crown under part 3 of this schedule; and

**land holding agency** means –

(a) in relation to an early release commercial property that becomes a commercial redress property by operation of clause 6.7, the Office of Treaty Settlements; and

## GENERAL MATTERS

### 6: DEFINED TERMS

- (b) in relation to each other commercial redress property, the department specified opposite that property in the tables in part 4 of the property redress schedule; and
- (c) in relation to a cultural redress property,—
  - (i) the Ministry of Education, in relation to the Omokoroa School site; and
  - (ii) the Department of Conservation, in relation to each other cultural redress property; and
- (d) in relation to a contingent property, the Department of Conservation; and
- (e) in relation to a Tauranga school site, the Ministry of Education; and

**leaseback commercial redress property** means each property referred to in clauses 6.8 and 6.9; and

**leaseback property** means each leaseback commercial redress property, each Tauranga school site and the Omokoroa School site; and

**letter of commitment** means the letter of commitment referred to in part 4 of the documents schedule; and

**LINZ** means Land Information New Zealand; and

**main body of this deed** means all of this deed, other than the schedules and attachments; and

**mandated negotiators** means the individuals identified as the mandated negotiators by clause 10.8.1; and

**mandated signatories** means the individuals identified as the mandated signatories by clause 10.8.2; and

**member of Ngā Hapū o Ngāti Ranginui** means an individual referred to in clause 10.5.1; and

**Minister** means a Minister of the Crown; and

**month** means a calendar month; and

**New Zealand Historic Places Trust** means the trust referred to in section 38 of the Historic Places Act 1993; and

**Ngā Hapū o Ngāti Ranginui area of interest** means the area identified as the Ngā Hapū o Ngāti Ranginui area of interest in the attachments; and

## GENERAL MATTERS

### 6: DEFINED TERMS

**Ngā Hapū o Ngāti Ranginui settlement trust** means the trust known by that name and established by a trust deed signed and dated 19 June 2012; and

**Ngā Hapū o Ngāti Ranginui values** means the statement of Ngā Hapū o Ngāti Ranginui values; and

**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 Hinerangi** means the group referred to by that name and described in a report by Bruce Stirling dated January 2012 and titled *Ngāti Hinerangi Mana Whenua Report*; and

**Ngāti Hinerangi deed** means the deed of settlement made between the Crown and Ngāti Hinerangi (or a claimant group that includes Ngāti Hinerangi) to settle the historical Treaty of Waitangi claims of Ngāti Hinerangi; and

**Ngāti Hinerangi legislation** means legislation enacted to implement the Ngāti Hinerangi deed; and

**Ngāti Hinerangi settlement date** means the date specified as the settlement date in the Ngāti Hinerangi legislation; 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 Ranginui entity** means a representative entity or a hapū entity to which the governance entity has assigned, in accordance with its constitutional documents, the right to purchase the Tauranga Police Station Improvements; and

**Ngāti Rangiwewehi governance entity** means the post settlement governance entity to be established or defined under 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

**notice** means a notice given under part 4 of this schedule, or any other applicable provisions of this deed, and **notify** has a corresponding meaning; and



## GENERAL MATTERS

### 6: DEFINED TERMS

**on-account payment** means the amount paid by the Crown on account of the settlement referred to in clause 6.1.1; and

**party** means each of the following:

- (a) Ngā Hapū o Ngāti Ranginui;
- (b) the governance entity;
- (c) the Crown; and

**person** includes an individual, a corporation sole, a body corporate, and an unincorporated body; and

**property redress schedule** means the property redress schedule to this deed; and

**protected site** means any area of land situated in Puwhenua Forest Lands that -

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

**protocol** means the protocol in the form set out in part 1 of the document schedule and issued under, and subject to, the terms provided by part 5 of the legislative matters schedule; and

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

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

**redress** means -

- (a) the acknowledgement and the apology made by the Crown under clauses 3.1 and 3.2;
- (b) the cultural redress;
- (c) the financial and commercial redress; and
- (d) each early release commercial property; and

**redress property** means collectively all of the following, or any one as the context requires -

- (a) each cultural redress property; and

## GENERAL MATTERS

### 6: DEFINED TERMS

(b) each commercial redress property; and

**relationship agreement** means those relationship agreements referred to in part 5 of the deed of settlement; and

**representative entity** means –

(a) the governance entity; and

(b) a person (including any trustee or trustees) acting for or on behalf of:

(i) the collective group referred to in clause 10.5.1; or

(ii) any one or more members of Ngā Hapū o Ngāti Ranginui; or

(iii) any one or more of the whānau, hapū, or groups of individuals referred to in clause 10.5.2; and

**responsible Minister** means the Minister for Arts, Culture and Heritage; and

**resumptive memorial** means a memorial entered on a certificate of title or computer register under any of the following sections:

(a) 27A of the State-Owned Enterprises Act 1986;

(b) 211 of the Education Act 1989;

(c) 38 of the New Zealand Railways Corporation Restructuring Act 1990; and

**RFR deed over quota** means the form of deed set out in part 3 of the documents schedule; and

**RFR land** has the meaning given to it in the legislative matters schedule; and

**RRT joint entity** has the meaning given to it in paragraph 6.1 of the general matters schedule to the Tapuika settlement deed; and

**schedules** means the schedules to this deed, being the general matters schedule, the property redress schedule, and the documents schedule; and

**school site** means a leaseback property for which the land holding agency is the Ministry of Education; and

**settlement** means the settlement of the historical claims under this deed and the settlement legislation; and

**settlement date** means the date that is 20 business days after the date on which the settlement legislation comes into force; and

## GENERAL MATTERS

### 6: DEFINED TERMS

**settlement document** means a document entered into to give effect to this deed; and

**settlement documentation** means this deed and the settlement legislation; and

**settlement legislation** means the bill proposed by the Crown for introduction to the House of Representatives under clause 9.1 and, if it is passed, the resulting Act; and

**settling group** has the meaning given to it by clause 10.5; and

**statement of position** means the statement of position referred to in clause 1.4.2; and

**taonga tūturu protocol** means the taonga tūturu protocol in part 1 of the documents schedule; and

**Tapuika governance entity** means the post settlement governance entity to be established or defined under the Tapuika settlement deed; and

**Tapuika settlement deed** means the deed of settlement between Tapuika and the Crown settling the historical Treaty of Waitangi claims of Tapuika; and

**Tauranga Police Station Improvements or Improvements** means –

- (a) those improvements comprising the Tauranga Police Station situated on the Tauranga Police Station land; and
- (b) for the purposes of part 5 of the property redress schedule, means those improvements that, at the date of this deed, are being constructed on the Tauranga Police Station land; and

**Tauranga Police Station land** means the property described by that name in table 2 of part 4 of the property redress schedule; and

**Tauranga Police Station landowner** means, in relation to the Tauranga Police Station land, the governance entity or a Ngāti Ranginui entity; and

**Tauranga school site** means each property described in part 4AA of the property redress schedule; and

**tax** includes income tax and GST; and

**taxable activity** has the meaning given to it by section 6 of the Goods and Services Tax Act 1985; and

**taxable supply** has the meaning given to it by section 2 of the Goods and Services Tax Act 1985; and

**tax indemnity** means an indemnity given by the Crown under part 3 of this schedule; and

## GENERAL MATTERS

### 6: DEFINED TERMS

**terms of negotiation** means the terms of negotiation referred to in clause 1.3.1; and

**Te Kapu o Waitaha** means the governance entity under the Waitaha settlement deed; and

**TMIC or the Tauranga Moana Iwi Collective** means the Tauranga Moana Iwi who comprise:

- (a) Ngā Hapū o Ngāti Ranginui; and
- (b) Ngāi Te Rangi; and
- (c) Ngāti Pūkenga; and

**TMIC collective deed** means the deed which is currently being negotiated between the Crown and TMIC which sets out the collective components of redress for the iwi comprising TMIC; and

**transfer value**, in relation to –

- (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
- (b) a Tauranga school site, means the transfer value specified in part 4AA of the property redress schedule; and

**Treaty of Waitangi** means the Treaty of Waitangi as set out in schedule 1 to the Treaty of Waitangi Act 1975; and

**trustees of the Ngā Hapū o Ngāti Ranginui Settlement Trust** means the trustees from time to time of that trust; and

**vesting**, in relation to a cultural redress property, means its vesting under the settlement legislation; and

**Waitaha settlement deed** means the deed of settlement between Waitaha and the Crown settling the historical Treaty of Waitangi claims of Waitaha; and

**Waitangi Tribunal** means the tribunal established by section 4 of the Treaty of Waitangi Act 1975; and

**writing** means representation in a visible form and on a tangible medium (such as print on paper).

## 7 INTERPRETATION

- 7.1 This part applies to this deed's interpretation, unless the context requires a different interpretation.
- 7.2 Headings do not affect the interpretation.
- 7.3 A term defined by –
- 7.3.1 this deed has the meaning given to it by this deed; and
  - 7.3.2 the legislative matters schedule, but not by this deed, has the meaning given to it by the legislative matters schedule, where used in this deed.
- 7.4 All parts of speech, and grammatical forms, of a defined term have corresponding meanings.
- 7.5 The singular includes the plural and vice versa.
- 7.6 One gender includes the other genders.
- 7.7 Any monetary amount is in New Zealand currency.
- 7.8 Time is New Zealand time.
- 7.9 Something, that must or may be done on a day that is not a business day, must or may be done on the next business day.
- 7.10 A period of time specified as –
- 7.10.1 beginning on, at, or with a specified day, act, or event includes that day or the day of the act or event; or
  - 7.10.2 beginning from or after a specified day, act, or event does not include that day or the day of the act or event; or
  - 7.10.3 ending by, on, at, with, or not later than, a specified day, act, or event includes that day or the day of the act or event; or
  - 7.10.4 ending before a specified day, act or event does not include that day or the day of the act or event; or
  - 7.10.5 continuing to or until a specified day, act, or event includes that day or the day of the act or event.

## GENERAL MATTERS

### 7: INTERPRETATION

- 7.11 A reference to –
- 7.11.1 an agreement or document, including this deed or a document in the documents schedule, means that agreement or that document as amended, novated, or replaced; and
  - 7.11.2 legislation, including the settlement legislation, means that legislation as amended, consolidated, or substituted; and
  - 7.11.3 a party includes a permitted successor of that party; and
  - 7.11.4 a particular Minister includes any Minister who, under the authority of a warrant or with the authority of the Prime Minister, is responsible for the relevant matter.
- 7.12 An agreement by two or more persons binds them jointly and severally.
- 7.13 If the Crown must endeavour to do something or achieve some result, the Crown –
- 7.13.1 must use reasonable endeavours to do that thing or achieve that result; but
  - 7.13.2 is not required to propose for introduction to the House of Representatives any legislation, unless expressly required by this deed.
- 7.14 Provisions in –
- 7.14.1 the main body of this deed are referred to as clauses; and
  - 7.14.2 the property redress, legislative matters and general matters, schedules are referred to as paragraphs; and
  - 7.14.3 the documents in the documents schedule are referred to as clauses.
- 7.15 If there is a conflict between a provision that is in the main body of this deed and a provision in a schedule or an attachment, the provision in the main body of the deed prevails.
- 7.16 The deed plans in the attachments that show the cultural redress properties indicate the general locations of the relevant properties but are for information purposes only and do not show their precise boundaries. The legal descriptions for the cultural redress properties are shown in appendix 1 of the legislative matters schedule.
- 7.17 The governance entity has identified hapū associations with certain properties and requested that the associations be included in the description of properties in the property redress schedule and the legislative matters schedule. The inclusion of those hapū associations in this deed:
- 7.17.1 indicates the hapū to which the governance entity intends to transfer each property to give effect to:

## GENERAL MATTERS

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### 7: INTERPRETATION

- (a) the hapū centric nature of the ultimate benefit of the redress; and
- (b) the acknowledgement set out in clause 4.13; but

7.17.2 otherwise has no effect, and the associations are to be disregarded for the purposes of interpreting and implementing this deed.

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

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**DEED OF SETTLEMENT SCHEDULE:**  
**PROPERTY REDRESS**

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## 1 DISCLOSURE INFORMATION AND WARRANTY

### DISCLOSURE INFORMATION

#### 1.1 The Crown –

1.1.1 has provided information to Ngā Hapū o Ngāti Ranginui on the following dates for the following redress properties:

- (a) Department of Conservation sites with the exception of Te Awa o Ngāumuwahine, on 31 March 2012:
- (b) Office of Treaty Settlement Land Bank properties on or around 6 March 2012:
- (c) Land Information New Zealand properties at Lochhead Road, Te Puna on 30 March 2012 and 139 Poike Road, Tauranga on 4 April 2012:
- (d) Ministry of Education properties comprising Omokoroa School site on 30 March 2012 and Part Te Puna School on 4 April 2012:
- (e) Pūwhenua Forest on 22 March 2012:
- (f) the Tauranga Police Station land on 15 May 2012:
- (g) the Te Hopuni site on 18 June 2012; and

1.1.2 must provide information to the governance entity on Te Awa o Ngāumuwahine as soon as reasonably practicable after the signing of this deed; and

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

1.1.4 must provide information to the governance entity about the Tauranga Police Station Improvements if the governance entity has, in accordance with part 6 of this schedule, given the Crown notice of interest in purchasing the Tauranga Police Station Improvements.

### WARRANTY

1.2 In this deed, unless the context otherwise requires, –

1.2.1 **acquired property** means –

- (a) each redress property; and

## PROPERTY REDRESS

### 1: DISCLOSURE INFORMATION AND WARRANTY

- (b) each early release commercial property; and
- (c) the Harrisfield Drive property if it has been purchased; and
- (d) the Tauranga Police Station Improvements if they have been purchased;

1.2.2 **disclosure information**, in relation to an acquired property, means the information given by the Crown about the property referred to in paragraph 1.1.

1.3 The Crown warrants to the governance entity that the Crown has given to Ngā Hapū o Ngāti Ranginui or the governance entity in its disclosure information about an acquired property all material information that, to the best of the land holding agency's knowledge, is in the agency's records about the property (including its encumbrances), at the date of providing that information, –

- 1.3.1 having inspected the agency's records; but
- 1.3.2 not having made enquiries beyond the agency's records; and
- 1.3.3 in particular, not having undertaken a physical inspection of the property.

#### WARRANTY LIMITS

1.4 Other than under paragraph 1.3, the Crown does not give any representation or warranty, whether express or implied, and does not accept any responsibility, with respect to –

- 1.4.1 an acquired property, including in relation to –
  - (a) its state, condition, fitness for use, occupation, or management; or
  - (b) its compliance with –
    - (i) legislation, including bylaws; or
    - (ii) any enforcement or other notice, requisition, or proceedings; or
- 1.4.2 the disclosure information about an acquired property, including in relation to its completeness or accuracy.

1.5 The Crown has no liability in relation to the state or condition of an acquired property, except for any liability arising as a result of a breach of paragraph 1.3.

#### INSPECTION

1.6 In paragraph 1.7, **relevant date** means, in relation to an acquired property that is –

## PROPERTY REDRESS

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### 1: DISCLOSURE INFORMATION AND WARRANTY

- 1.6.1 a redress property, the date of this deed; and
  - 1.6.2 an early release commercial property, the date of this deed; and
  - 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
  - 1.6.4 the Tauranga Police Station Improvements, the day on which the governance entity gives an election notice electing to purchase the Tauranga Police Station Improvements.
- 1.7 Although the Crown is not giving any representation or warranty in relation to an acquired property, other than under paragraph 1.3, the governance entity acknowledges that it could, before the relevant date, –
- 1.7.1 arrange to inspect the property and determine its state and condition; and
  - 1.7.2 consider the disclosure information in relation to it.

## 2 VESTING OF CULTURAL REDRESS PROPERTIES

### SAME MANAGEMENT REGIME AND CONDITION

- 2.1 Until the settlement date, the Crown must –
- 2.1.1 continue to manage and administer each cultural redress property in accordance with its existing practices for the property; and
  - 2.1.2 maintain each cultural redress property in substantially the same condition that it is in at the date of this deed.
- 2.2 Paragraph 2.1 does not –
- 2.2.1 apply to a cultural redress property that is not managed and administered by the Crown; or
  - 2.2.2 require the Crown to restore or repair a cultural redress property damaged by an event beyond the Crown's control.
- 2.3 In the case of a leaseback property the obligations in paragraph 2.1 are modified to the extent necessary to ensure they do not add to, or vary, the obligations of the Crown under the Crown leaseback as if it applied prior to the settlement date.

### ACCESS

- 2.4 The Crown is not required to enable access to a cultural redress property for the governance entity or members of Ngā Hapū o Ngāti Ranginui, except under paragraph 1.7 of this schedule.

### COMPLETION OF REQUIRED DOCUMENTATION

- 2.5 Any documentation, required by the settlement documentation to be signed by the governance entity in relation to the vesting of a cultural redress property, must, on or before the settlement date, be –
- 2.5.1 provided by the Crown to the governance entity; and
  - 2.5.2 duly signed and returned by the governance entity.

### SURVEY AND REGISTRATION

- 2.6 The Crown must arrange, and pay for, –
- 2.6.1 the preparation, approval, and where applicable the deposit, of a cadastral survey dataset of a cultural redress property to the extent it is required to enable the issue, under the settlement legislation, of a computer freehold register for the property; and

## PROPERTY REDRESS

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### 2: VESTING OF CULTURAL REDRESS PROPERTIES

2.6.2 the registration of any document required in relation to the vesting under the settlement legislation of a cultural redress property in the governance entity.

#### OBLIGATIONS AFTER SETTLEMENT DATE

2.7 The Crown must –

2.7.1 immediately after the settlement date, give the relevant territorial authority notice of the vesting of each cultural redress property; and

2.7.2 if it receives after the settlement date a written notice in relation to a cultural redress property from the Crown, a territorial authority, or a tenant –

(a) comply with it; or

(b) provide it to the governance entity or its solicitor; or

2.7.3 pay any penalty incurred by the governance entity as a result of the Crown not complying with paragraph 2.7.2 to the person who has given the written notice.

**3 EARLY RELEASE COMMERCIAL PROPERTIES**

**Table 1**

Property Address	Legal Description All South Auckland Land District	Hapū Association	Encumbrances
6 Country Way	0.4946 hectares, more or less, being Lot 1 DPS 55701 and Lot 1 DPS 63590. All Computer Freehold Register 185390.	Ngāi Tamarāwaho	Subject to a right of way easement created by Easement Certificate H 965866.2. Appurtenant to a right of way easement created by Transfer H983300.3. Subject to rights to convey water, electricity and telephonic communications created by Transfer H983300.3. Subject to a right of way easement created by Transfer B062437.1.
104 Plummers Point	0.2486 hectares, more or less being Lot 1 DPS 88133. All Computer Freehold Register SA69D/460.	Pirirākau	Subject to an unregistered deed of lease to TMIC Leasing Co Ltd and the existing lease referred to in that deed of lease if the existing lease is current on the date the property transfers.
1/188 Edgecumbe Road	½ share in fee simple estate being 0.0759 hectares, more or less, being Part Lot 1 DPS 406. Balance Computer Freehold Register SA14C/494, and leasehold estate being Flat 1 DPS 16220. All Computer Interest Register SA14C/396.	Ngāi Te Ahi and Ngāti Ruahine	Subject to Lease of Flat 1 DPS 16220 created by Lease S561758 (affects fee simple). Subject to Lease of Flat 2 DPS 15220 created by Lease S561759 (affects fee simple). Subject to an unregistered deed of lease to TMIC Leasing Co Ltd and the existing lease referred to in that deed of lease if the existing lease is current on the date the property transfers.

PROPERTY REDRESS

**3: EARLY RELEASE COMMERCIAL PROPERTIES**

Property Address	Legal Description All South Auckland Land District	Hapū Association	Encumbrances
1 Garden Place/828 Cameron Road	0.0850 hectares, more or less being Lot 10 DP 26973. Part Transfer 6960703.1.	Ngāi Te Ahi and Ngāti Ruahine	Subject to an unregistered deed of lease to TMIC Leasing Co Ltd and the existing lease referred to in that deed of lease if the existing lease is current on the date the property transfers.
210 and 212 Fifteenth Avenue	0.1080 hectares, more or less, being Part Lot 8 DPS 430. Balance Computer Freehold Register SA9B/168.	Te Papa JV	Subject to two unregistered tenancy agreements.
214A Fifteenth Avenue	½ share in fee simple estate being, 0.0751 hectares, more or less, being Part Lot 7 DPS 430, and the leasehold estate being Flat 1 DPS 60002 and garage 1 DPS 64036. Balance Composite Computer Register SA51C/987.	Te Papa JV	<p>Subject to Fencing Covenant in Transfer B015053 (affects fee simple).</p> <p>Subject to Lease of Flat 1 DPS 60002 and 1 garage DPS 64036 created by Lease B119425.2 (affects fee simple).</p> <p>Subject to Lease of Flat 2 DPS 64036 created by Lease B119425.3 (affects fee simple).</p> <p>Subject to a fencing covenant in Transfer B015053 (affects fee simple).</p> <p>Subject to Land Covenant in Lease B119425.2 (affects fee simple).</p> <p>Subject to section 8 Mining Act 1971 (affects fee simple).</p> <p>Subject to an unregistered Tenancy.</p>
222 Fifteenth Avenue	0.0751 hectares, more or less, being Part Lot 4 DPS 430. Balance Computer Freehold Register SA9B/165.	Te Papa JV	Subject to an unregistered deed of lease to TMIC Leasing Co Ltd and the existing lease referred to in that deed of lease if the existing lease is current on the date the property transfers.
224 and 226 Fifteenth Avenue	0.1179 hectares, more or less, being Part Lot 3 DPS 430. Balance Computer Freehold Register SA9B/164.	Te Papa JV	Subject to two unregistered tenancy agreements.



**PROPERTY REDRESS**

**3: EARLY RELEASE COMMERCIAL PROPERTIES**

<b>Property Address</b>	<b>Legal Description All South Auckland Land District</b>	<b>Hapū Association</b>	<b>Encumbrances</b>
228 Fifteenth Avenue	0.0772 hectares, more or less, being Part Lot 2 DPS 406. Balance Computer Freehold Register SA67D/979.	Te Papa JV	Subject to an unregistered tenancy agreement.
195 Sixteenth Avenue	0.1034 hectares, more or less, being Lot 12 DP 28621. All Computer Freehold Register SA736/90.	Ngāi Te Ahi and Ngāti Ruahine	Subject to an unregistered deed of lease to TMIC Leasing Co Ltd and the existing lease referred to in that deed of lease if the existing lease is current on the date the property transfers.
111 Eighteenth Avenue	0.1012 hectares, more or less, being Lot 3 DP 21567. Part Transfer 6960703.1.	Te Papa JV	Subject to an unregistered deed of lease to TMIC Leasing Co Ltd and the existing lease referred to in that deed of lease if the existing lease is current on the date the property transfers.
115 Eighteenth Avenue	0.1012 hectares, more or less, being Lot 2 DP 26130. Part Transfer 6960703.1.	Te Papa JV	Subject to an unregistered deed of lease to TMIC Leasing Co Ltd.
119 Eighteenth Avenue	0.1012 hectares, more or less, being Lot 1 DP 26130. Part Transfer 6960703.1.	Ngāi Te Ahi and Ngāti Ruahine	Subject to an unregistered deed of lease to TMIC Leasing Co Ltd and the existing lease referred to in that deed of lease if the existing lease is current on the date the property transfers.
121 Eighteenth Avenue	0.0809 hectares, more or less, being Lot 15 DP 26973. Part Transfer 6960703.1.	Ngāi Te Ahi and Ngāti Ruahine	Subject to an unregistered deed of lease to TMIC Leasing Co Ltd and the existing lease referred to in that deed of lease if the existing lease is current on the date the property transfers.
125 Eighteenth Avenue	0.0809 hectares, more or less being Lot 13 DP 26973. Part Transfer 6960703.1.	Ngāi Te Ahi and Ngāti Ruahine	Subject to an unregistered deed of lease to TMIC Leasing Co Ltd and the existing lease referred to in that deed of lease if the existing lease is current on the date the property transfers.
830 Cameron Road	0.0862 hectares, more or less, being Lot 12 DP 26973. Part Transfer 6960703.1.	Ngāi Te Ahi and Ngāti Ruahine	Subject to an unregistered deed of lease to TMIC Leasing Co Ltd and the existing lease referred to in that deed of lease if the existing lease is current on the date the property transfers.

**PROPERTY REDRESS**

**3: EARLY RELEASE COMMERCIAL PROPERTIES**

<b>Property Address</b>	<b>Legal Description All South Auckland Land District</b>	<b>Hapū Association</b>	<b>Encumbrances</b>
832 Cameron Road	0.0862 hectares, more or less, being Lot 11 DP 26973. Part Transfer 6960703.1.	Ngāi Te Ahi and Ngāti Ruahine	
11 Garden Place	0.0837 hectares, more or less, being Lot 6 DPS 1909. Part Transfer 6960703.1.	Te Papa JV	Subject to an unregistered deed of lease to TMIC Leasing Co Ltd and the existing lease referred to in that deed of lease if the existing lease is current on the date the property transfers.
15 Garden Place	0.0974 hectares, more or less, being Lot 5 DPS 1909. Part Transfer 6960703.1.	Te Papa JV	Subject to an unregistered tenancy under the Residential Tenancies Act 1986
2 – 6 Sutherland Road	0.1811 hectares, more or less, being Lots 1 and 2 and Part Lot 3 DPS 9158. Balance Computer Freehold Register SA14A/1467.	Ngāi Tamarāwaho	
62 Princess St	0.1016 hectares, more or less, being Lot 5 DPS 20508. All Computer Freehold Register SA55B/415.	Ngāi Te Ahi and Ngāti Ruahine	Subject to a right of way over part marked C on DPS 20508 specified in easement certificate H.036351.2. Together with rights of way specified in easement certificate H.036351.2. Easements specified are subject to Section 351E(1)(a) Municipal Corporations Act 1954. Subject to an unregistered deed of lease to TMIC Leasing Co Ltd.

**4 COMMERCIAL REDRESS PROPERTIES**

**Table 1**

<b>Land holding agency</b>	<b>Property Name</b>	<b>Hapū Association</b>	<b>Name / Address</b>	<b>Legal Description South Auckland Land District</b>	<b>Encumbrances</b>
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.
Ministry of Justice (Office of Treaty Settlements)		Ngai Te Ahi and Ngati Ruahine	7 Garden Place	0.0926 hectares, more or less, being Lot 8 DPS 1909. Part Transfer 6960703.1.	
Ministry of Justice (Office of Treaty Settlements)		Te Papa JV	9 Garden Place	0.0835 hectares, more or less being Lot 7 DPS 1909. Part Transfer 6960703.1.	
Ministry of Justice (Office of Treaty Settlements)		Ngāti Hangarau	23 Highgrove Place	0.0900 hectares, more or less, being Lot 69 DPS 72462. All Computer Freehold Register SA58B/299.	
Ministry of Justice (Office of Treaty Settlements)		Ngāti Hangarau	25 Highgrove Place	0.0701 hectares, more or less, being Lot 68 DPS 72462. All Computer Freehold Register SA58B/298.	Subject to Fencing Covenant in Transfer B358388.1
Ministry of Justice (Office of Treaty Settlements)		Ngāti Hangarau	27 Highgrove Place	0.0703 hectares, more or less, being Lot 54 DPS 71724. All Computer Freehold Register SA57C/705.	Subject to a Land Covenant created by B427544.2. Subject to Consent Notice B335217.2. Subject to Fencing Covenant in Transfer B427544.2.

PROPERTY REDRESS

4: COMMERCIAL REDRESS PROPERTIES

Land holding agency	Property Name	Hapū Association	Name / Address	Legal Description South Auckland Land District	Encumbrances
Ministry of Justice (Office of Treaty Settlements)		Te Papa JV	113 Eighteenth Avenue	0.1012 hectares, more or less, being Lot 2 DP 23058. Part Transfer 6960703.1.	
Ministry of Justice (Office of Treaty Settlements)		Ngāi Te Ahi and Ngāti Ruahine	123 Eighteenth Avenue	0.0809 hectares, more or less, being Lot 14 DP 26973. Part Transfer 6960703.1.	
Ministry of Justice (Office of Treaty Settlements)		Ngāi Tamarāwaho	51-85 Millers Road	3.4434 hectares, more or less, being Part Lot 1 DP 25466. All Computer Freehold Register SA53B/119.	
Ministry of Justice (Office of Treaty Settlements)		Wairoa Hapū	1514 State Highway 29	4.5745 hectares, more or less, being Section 1 SO 58352. All Computer Freehold Register SA63B/858.	
Land Information New Zealand	LIPS 10803	Pirirākau	Lochhead Road, Te Puna	0.0062 hectares, more or less, being Sections 1, 2, 3 and 4 SO 453363. Part <i>Gazette</i> 1865 page 187. 0.0409 hectares, more or less, being Sections 5 and 6 SO 453363. All <i>Gazette</i> 2012 page 2169.	
Land Information New Zealand	LIPS 10804	Ngāti Hangarau	Peers Road, Lower Kaimai	0.2969 hectares, more or less, being Section 2 SO 453232. Part <i>Gazette</i> notice 8503563.1. 0.7912 hectares, more or less, being Sections 1, 3, and 4 SO 453232. Part <i>Gazette</i> 1919 page 848.	
Land Information New Zealand	LIPS 17500	Ngāti Ruahine	139 Poike Road, Tauranga	0.0896 hectares, more or less, being Part Poike 6A (1,2,3) C2 Block, being Section 1 SO 47906.	

**PROPERTY REDRESS**

**4: COMMERCIAL REDRESS PROPERTIES**

<b>Land holding agency</b>	<b>Property Name</b>	<b>Hapū Association</b>	<b>Name / Address</b>	<b>Legal Description South Auckland Land District</b>	<b>Encumbrances</b>
Ministry of Justice (Office of Treaty Settlements)		Ngāti Hangarau	55 Pembroke Place *	0.0665 hectares, more or less, being Lot 33 DPS 72376. All Computer freehold Register SA63B/248.	Subject to a Land Covenant created by Transfer B398935.1.
Ministry of Justice (Office of Treaty Settlements)		Ngāti Hangarau	59 Pembroke Drive *	0.0669 hectares, more or less, being Lot 34 DPS 72376. All Computer Freehold Register SA63B/249.	Subject to a Land Covenant created by Transfer B398935.1.
Ministry of Justice (Office of Treaty Settlements)		Ngāti Hangarau	6 Allington Place *	0.0667 hectares, more or less, being lot 27 DPS 72376. All Computer Freehold Register SA63B/244.	Subject to a Land Covenant created by Transfer B392500.
Ministry of Justice (Office of Treaty Settlements)		Ngāti Hangarau	63 Pembroke Drive *	0.0659 hectares, more or less, being Lot 35 DPS 72376. All Computer Freehold Register SA63B/250.	Subject to a Land Covenant created by Transfer B398935.1.
Ministry of Justice (Office of Treaty Settlements)		Ngāti Hangarau	78 Pembroke Drive *	0.1079 hectares, more or less, being Lot 39 DPS 72376. All Computer Freehold Register SA63B/254.	Together with a right of way easement and a right to convey water, gas, electricity and communications specified in easement certificate B412560. Subject to a Land Covenant created by Transfer B398935.1.
Ministry of Justice (Office of Treaty Settlements)		Ngāti Hangarau	84 Pembroke Drive*	0.1024 hectares, more or less, being Lot 37 DPS 72376. All Computer Freehold Register SA63B/252.	Subject to a right of way easement and a right to convey water, gas, electricity and communications specified in easement certificate B412560. Subject to a Land Covenant created by Transfer B398935.1.
Ministry of Justice (Office of Treaty Settlements)		Ngāti Hangarau	90 Pembroke Drive *	0.0637 hectares, more or less, being Lot 38 DPS 72376. All Computer Freehold Register SA63B/253.	Together with a right of way easement and a right to convey water, gas, electricity and

PROPERTY REDRESS

4: COMMERCIAL REDRESS PROPERTIES

Land holding agency	Property Name	Hapū Association	Name / Address	Legal Description South Auckland Land District	Encumbrances
					communications specified in easement certificate B412560. Subject to a Land Covenant created by Transfer B398935.1.
Ministry of Justice (Office of Treaty Settlements)		Ngāti Hangarau	94 Pembroke Drive *	0.1388 hectares, more or less, being Lot 36 DPS 72376. All Computer Freehold Register SA63B/251.	Subject to a Land Covenant created by Transfer B398935.1.
Ministry of Justice (Office of Treaty Settlements)		Wairoa hapū (only that part of the site marked A on the plan of 17 Moffat Road in part 6 of the attachments, is to be a Māori reservation)	17 Moffat Road *+	13.6282 hectares, more or less, being Section 6 SO 352021. All Computer Freehold Register 235569.	Appurtenant to a right of way easement created by Easement Certificate H708018.2.
Ministry of Justice (Office of Treaty Settlements)		Wairoa hapū	Wairoa Road *	5.7573 hectares, more or less, being Sections 3 and 6 SO 401516. All Computer Freehold Register 425126.	
Ministry of Justice (Office of Treaty Settlements)		Ngāti Hangarau	20 Allington Place *	0.0631 hectares, more or less, being Lot 23 DPS 72376. All Computer Freehold Register SA63B/240.	Subject to a fencing covenant in Transfer B392500. Subject to a land covenant in Transfer B392500.
Ministry of Justice (Office of Treaty Settlements)		Ngāti Hangarau	10 Allington Place *	0.0674 hectares, more or less, being Lot 26 DPS 72376. All Computer Freehold Register SA63B/243.	Subject to a fencing covenant in Transfer B392500. Subject to a land covenant in Transfer B392500.
Ministry of Justice (Office of Treaty Settlements)		Ngāti Hangarau	51 Pembroke Drive *	0.0628, more or less, being Lot 31 DPS 72376. All Computer Freehold	Subject to a fencing covenant in Transfer B398935.1.

**PROPERTY REDRESS**

**4: COMMERCIAL REDRESS PROPERTIES**

<b>Land holding agency</b>	<b>Property Name</b>	<b>Hapū Association</b>	<b>Name / Address</b>	<b>Legal Description South Auckland Land District</b>	<b>Encumbrances</b>
Settlements)				Register SA63B/246.	Subject to a land covenant in Transfer B398935.1.
Ministry of Justice (Office of Treaty Settlements)		Ngāti Hangarau	16 Allington Place *	0.0709 hectares, more or less, being Lot 24 DPS 72376. All Computer Freehold Register SA63B/241.	Subject to a fencing covenant in Transfer B398935.1. Subject to a land covenant in Transfer B398935.1.
Ministry of Justice (Office of Treaty Settlements)		Ngāti Hangarau	53 Pembroke Drive *	0.0640 hectares, more or less being Lot 32 DPS 72376. All Computer Freehold Register SA63B/247.	Subject to a fencing covenant in Transfer B398935.1. Subject to a land covenant in Transfer B398935.1.
Ministry of Justice (Office of Treaty Settlements)		Ngāti Hangarau	14 Allington Place *	0.0603 hectares, more or less, being Lot 25 DPS 72376. All Computer Freehold Register SA63B/242.	Subject to a fencing covenant in Transfer B398935.1. Subject to a land covenant in Transfer B398935.1.
Ministry of Justice (Office of Treaty Settlements)		Ngāti Hangarau	72 Pembroke Drive *	0.0717 hectares, more or less, being Lot 40 DPS 72376. All Computer Freehold Register SA63B/257.	Subject to a Land Covenant created by Transfer B398935.1.

\* Subject to the Māori reservation provision in clause 6.28.

+ To be surveyed by the Crown for legislation purposes.

PROPERTY REDRESS

4: COMMERCIAL REDRESS PROPERTIES

Leaseback properties

Table 2

Land holding agency	Property Name	Property Address	Hapū Association	Legal Description South Auckland Land District	Encumbrances	
New Zealand Police*	Tauranga Police Station land	15 Monmouth Street, Tauranga	Ngāi Tamarāwaho	0.2604 hectares, more or less, being Lot 1 DP 440267. All Computer Freehold Register 561801.		
Ministry of Education*	Part Te Puna School site (land only)		Pirirākau	1.0000 hectares, more or less, being Lot 2 DPS 79918. Part Computer Freehold Register SA64A/555.  0.9965 hectares, approximately, being Part Allotment 9 Te Puna Parish. Balance Proclamation 150313.  Subject to survey.  As shown in the diagram of Part Te Puna School of the attachments.	Subject to section 241 Resource Management Act 1991 (affects DPS 79918).	

\* 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.



PROPERTY REDRESS

4AA TAURANGA SCHOOL SITES

Land holding agency	School site name	Legal description	Encumbrances	Transfer value and initial annual 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 24856).</p> <p>Subject to an</p>	<p>Transfer value: \$10,480,000</p> <p>Initial annual rent: \$628,800</p>

PROPERTY REDRESS

4AA TAURANGA SCHOOL SITES

			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.

## **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.

## PROPERTY REDRESS

### 4A: DEFERRED PURCHASE

#### 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 -

## PROPERTY REDRESS

### 4A: DEFERRED PURCHASE

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.

4A.15 Each party must –

## PROPERTY REDRESS

### 4A: DEFERRED PURCHASE

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.

**PROPERTY REDRESS**

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**4A: DEFERRED PURCHASE**

**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

## PROPERTY REDRESS

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### 4A: DEFERRED PURCHASE

- (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.



PROPERTY REDRESS

4A: DEFERRED PURCHASE

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][delete 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.

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).]

## PROPERTY REDRESS

### 4A: DEFERRED PURCHASE

#### 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 –
  - (i) any encumbrances, interests, or other matters affecting or benefiting the property that were noted on its title on the valuation date; and

## PROPERTY REDRESS

### 4A: DEFERRED PURCHASE

- (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.

**PROPERTY REDRESS**

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**4A: DEFERRED PURCHASE**

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]**

## 5 OPTION TO PURCHASE TAURANGA POLICE STATION IMPROVEMENTS

### A. RIGHT OF PURCHASE

- 5.1 The Tauranga Police Station landowner may, for 10 years after the date determined under paragraphs 5.3 and 5.4 (**commencement date**), give the Crown a written notice of interest in purchasing the Tauranga Police Station Improvements
- 5.2 However, the right may only be exercised if –
- 5.2.1 the Tauranga Police Station landowner is the registered proprietor of the Tauranga Police Station land at the time the right is exercised; and
  - 5.2.2 in the case of a Ngāti Ranginui entity, the entity has delivered a signed deed of covenant to the Crown in which the entity agrees to be bound by this part as if it had signed this deed for that purpose.
- 5.3 The date from which the 10 year period under paragraph 5.1 begins is the latest of the following dates:
- 5.3.1 the settlement date;
  - 5.3.2 the date that the Improvements are completed;
  - 5.3.3 the date the Improvements are in use by New Zealand Police as the Tauranga Police Station.
- 5.4 The Crown must give written notice to the governance entity specifying the dates in paragraph 5.3.2 and 5.3.3 as soon as reasonably practical after they have occurred, and the dates specified in the notice are the dates for the purposes of those paragraphs.

### EFFECT OF NOTICE OF INTEREST

- 5.5 If the Tauranga Police Station landowner gives, in accordance with this part, a notice of interest in the Improvements –
- 5.5.1 the Crown must, not later than 10 business days after the notification date, give the Tauranga Police Station landowner all material information that, to the best of its knowledge, is in its records about the Improvements; and
  - 5.5.2 the purchase price for the Improvements, and the initial annual rental under the lease to be entered into under paragraph 5.11.2, must be determined or agreed in accordance with this part 5.
- 5.6 If a notice of interest is given by the Tauranga Police Station landowner within the period of 2 years beginning on the commencement date –

## PROPERTY REDRESS

### 5: OPTION TO PURCHASE TAURANGA POLICE STATION IMPROVEMENTS

- 5.6.1 the information given by the Crown under paragraph 5.5.1 must specify the total project cost incurred by New Zealand Police to design and construct the Improvements (**cost price**); and
- 5.6.2 the purchase price for the Improvements is the cost price; and
- 5.6.3 the Improvements market rental must be agreed or determined in accordance with subpart B.
- 5.7 If a notice of interest is given by the Tauranga Police Station landowner within the period of 8 years following the expiry of the 2 year period under paragraph 5.6, the Improvements market value and the Improvements market rental must be agreed or determined in accordance with subpart B.
- 5.8 Notwithstanding anything else in subpart B, the valuers and the valuation arbitrator shall, when determining the Improvements market value, disregard that the Tauranga Police Station landowner is the registered proprietor of the Tauranga Police Station land, to the intent that the purchase price of the Improvements shall be the market value of the land and Improvements less the market value of the land only on the basis there is no ground lease.
- 5.9 The initial annual rental is to be the market rental of both the land and Improvements less the market rental of the land, as determined or agreed under subpart B.

### ELECTION TO PURCHASE

- 5.10 If the Tauranga Police Station landowner gives a notice of interest in the Improvements in accordance with this part, it must give the Crown written notice of whether or not it elects to purchase the Improvements, by no later than 15 business days after –
- 5.10.1 in the case of a notice of interest given under paragraph 5.6, the date on which the Improvements market rental is agreed or determined under subpart B; and
- 5.10.2 in the case of a notice of interest under paragraph 5.7, the date on which the Improvements market value and Improvements market rental are agreed or determined under subpart B.

### EFFECT OF ELECTION TO PURCHASE

- 5.11 If the Tauranga Police Station landowner gives a notice electing to purchase the Improvements in accordance with this part, the parties are to be treated as having entered into an agreement for the sale and purchase of the Improvements on the terms in part 5 and under which –
- 5.11.1 on the Tauranga Police Station Improvements settlement date –
- (a) the Tauranga Police Station landowner must pay to the Crown the cost price (where a notice of interest was given under paragraph 5.6) or the Improvements market value (where a notice of interest was given under paragraph 5.7) determined under subpart B plus GST if any, by –

## PROPERTY REDRESS

### 5: OPTION TO PURCHASE TAURANGA POLICE STATION IMPROVEMENTS

- (i) bank cheque drawn on a registered bank and payable to the Crown;  
or
    - (ii) another payment method agreed by the parties; and
  - (b) on receipt by the Crown of payment the Improvements transfer to the Tauranga Police Station landowner; and
- 5.11.2 the parties must, by or on the Tauranga Police Station Improvements settlement date, sign the Crown leaseback (being a deed of lease of the property in substitution for the existing memorandum of lease for the Tauranga Police Station land) –
- (a) commencing on the actual Tauranga Police Station Improvements settlement date; and
  - (b) the initial annual rental of which being the Improvements market rental agreed or determined under subpart B (plus GST, if any, on the amount so determined); and
  - (c) on the terms provided in part 2.3 of the documents schedule for the leaseback; and
- 5.11.3 the parties must, by or on the Tauranga Police Station Improvements settlement date, surrender the existing memorandum of lease for the Tauranga Police Station land.

**5: OPTION TO PURCHASE TAURANGA POLICE STATION IMPROVEMENTS**

**B. DETERMINING THE MARKET VALUE AND MARKET RENTAL OF THE TAURANGA POLICE STATION IMPROVEMENTS**

**APPLICATION OF THIS SUBPART**

5.12 This subpart provides how the following are to be determined after the Tauranga Police Station landowner has given, in accordance with this part, a notice of interest in the Tauranga Police Station Improvements:

5.12.1 the Improvements market value, if a notice of interest was given under paragraph 5.7;

5.12.2 the Improvements market rental for the initial rental period of the lease.

5.13 The market value, and the market rental, are to be determined as at the notification date.

**APPOINTMENT OF VALUERS AND VALUATION ARBITRATOR**

5.14 The parties must, not later than 10 business days after the notification date, –

5.14.1 each –

(a) instruct a valuer using the form of instructions in the appendix to this part; and

(b) give written notice to the other of the valuer instructed; and

5.14.2 agree upon and jointly appoint one person to act as the valuation arbitrator.

5.15 If the parties do not jointly appoint a valuation arbitrator in accordance with paragraph 5.14.2, 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**

5.16 Each valuer must be a registered valuer.

5.17 The valuation arbitrator –

5.17.1 must be suitably qualified and experienced in determining disputes about –

(a) the market value of similar improvements; and

(b) the market rental of similar improvements; and

5.17.2 is appointed when he or she confirms his or her willingness to act.



## PROPERTY REDRESS

### 5: OPTION TO PURCHASE TAURANGA POLICE STATION IMPROVEMENTS

#### VALUATION REPORTS

- 5.18 Each party must, not later than 50 business days after the notification date, provide a copy of the party's final valuation report to the other party.

#### MARKET VALUE AND MARKET RENTAL

- 5.19 If only one valuation report is delivered by the required date, the Improvements market value, and the Improvements market rental, is as assessed in the report.

- 5.20 If both valuation reports are delivered by the required date, –

- 5.20.1 the parties must endeavour to agree in writing –

- (a) the Improvements market value; and
- (b) the Improvements market rental; and

- 5.20.2 either party may, if the Improvements market value, and the Improvements market rental, are not agreed in writing within 70 business days after the notification date, refer that matter to the determination of the valuation arbitrator.

#### VALUATION ARBITRATION

- 5.21 The valuation arbitrator must, not later than 10 business days after the arbitration commencement date, –

- 5.21.1 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

- 5.21.2 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.

- 5.22 Each party must –

- 5.22.1 not later than 5pm on the day that is five business days before the arbitration meeting, give to the valuation arbitrator, the other party, and the other party's valuer –

## PROPERTY REDRESS

### 5: OPTION TO PURCHASE TAURANGA POLICE STATION IMPROVEMENTS

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

5.22.2 attend the arbitration meeting with its valuer.

5.23 The valuation arbitrator must –

5.23.1 have regard to the requirements of natural justice at the arbitration meeting; and

5.23.2 no later than 50 business days after the arbitration commencement date, give his or her determination –

- (a) of the Improvements market value; and
- (b) the Improvements market rental; and
- (c) being no higher than the higher, and no lower than the lower, assessment of market value and/or market rental, as the case may be, contained in the parties' valuation reports.

5.24 An arbitration under this subpart is an arbitration for the purposes of the Arbitration Act 1996.

#### MARKET VALUE AND MARKET RENTAL

5.25 The Improvements market value for the purposes of paragraph 5.12.1, and the Improvements market rental for the purposes of paragraph 5.12.2, is the market value and market rental –

5.25.1 determined under paragraph 5.19; or

5.25.2 agreed under paragraph 5.20; or

5.25.3 determined by the valuation arbitrator under paragraph 5.23.2.

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5: OPTION TO PURCHASE TAURANGA POLICE STATION IMPROVEMENTS

**C. GENERAL PROVISIONS**

**TIME LIMITS**

- 5.26 Time is of the essence for the time limits in paragraphs 5.18 to 5.23.
- 5.27 In relation to the time limits in this part, other than those referred to in paragraph 5.26, each party must use reasonable endeavours to ensure –
- 5.27.1 those time limits are met and delays are minimised; and
- 5.27.2 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**

- 5.28 The determination of the Improvements market value, and Improvements market rental, under this part is final and binding.

**COSTS**

- 5.29 In relation to the determination of the Improvements market value, and the Improvements market rental, each party must pay –
- 5.29.1 its costs; and
- 5.29.2 half the costs of a valuation arbitration; or
- 5.29.3 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**

- 5.30 The Crown's obligations under this deed in relation to the Improvements immediately cease if –
- 5.30.1 the Tauranga Police Station landowner –
- (a) does not give notice of interest in relation to the Improvements in accordance with paragraph 5.1; or
- (b) gives notice of interest in relation to the Improvements in accordance with paragraph 5.1 but the Tauranga Police Station landowner –
- (c) gives an election notice under which it elects not to purchase the Improvements; or

## PROPERTY REDRESS

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### 5: OPTION TO PURCHASE TAURANGA POLICE STATION IMPROVEMENTS

- (d) does not give an election notice in accordance with paragraph 5.11 electing to purchase the Improvements; or
  - (e) gives the Crown written notice that it is not interested in purchasing the Improvements at any time before an agreement for the sale and purchase of the Improvements is constituted under paragraph 5.11; or
  - (f) does not comply with any obligation in relation to the Improvements under subpart B; or
- 5.30.2 an agreement for the sale and purchase of the improvements is constituted under paragraph 5.11 and the agreement is cancelled in accordance with the terms of transfer in part 8.

## PROPERTY REDRESS

### 5: OPTION TO PURCHASE TAURANGA POLICE STATION IMPROVEMENTS

#### APPENDIX

[*Valuer's name*]

[*Address*]

#### Valuation instructions

##### INTRODUCTION

[*Name*] (the **governance entity**) or a Ngāti Ranginui entity (as the case may be) (**Tauranga Police Station landowner**), has the right under a deed of settlement to purchase improvements from the New Zealand Police (the **land holding agency**) situated on the Tauranga Police Station land.

This right is given by:

- (a) clauses 6.12 and 6.13 of the deed of settlement; and
- (b) by part 5 of the property redress schedule to the deed of settlement.

##### IMPROVEMENTS TO BE VALUED

The [governance entity] [*Name*, being a Ngāti Ranginui entity] has given the land holding agency a notice of interest in purchasing the Improvements.

##### IMPROVEMENTS TO BE LEASED BACK

If the Tauranga Police Station landowner purchases the Improvements from the Crown, the Tauranga Police Station landowner will lease the Improvements back to the Crown on the terms provided by the lease in part 2.3 of the documents schedule to the deed of settlement (the **agreed lease**).

The leaseback of the property by the Tauranga Police Station landowner to the Crown will, therefore, be of –

- (a) land; and
- (b) the Improvements.

##### DEED OF SETTLEMENT

A copy of the deed of settlement is enclosed.

Your attention is drawn to –

- (a) parts 5 and 8 of the property redress schedule; and
- (b) the agreed lease of the property in part 2.3 of the documents schedule to the deed.

## PROPERTY REDRESS

### 5: OPTION TO PURCHASE TAURANGA POLICE STATION IMPROVEMENTS

All references in this letter to subparts or paragraphs are to subparts or paragraphs of part 5 of the property redress schedule.

A term defined in the deed of settlement has the same meaning when used in these instructions.

Subpart B of part 5 applies to the valuation of Improvements.

#### ASSESSMENT OF MARKET VALUE AND MARKET RENTAL REQUIRED

You are required to undertake a valuation to assess the market value of the Improvements as at [**date**] (the **valuation date**), being the date the land holding agency received the notice of interest in the improvements from the Tauranga Police Station landowner.

The market value is –

- (a) to be the market value of the Improvements; and
- (b) as the agreed lease is to the New Zealand Police, to reflect the current use of the Improvements and land as a police station.

In accordance with part 5 and notwithstanding anything in subpart B, you shall, when determining the market value of the Tauranga Police Station Improvements, disregard that the Tauranga Police Station landowner is the registered proprietor of the Tauranga Police Station land, to the intent that the purchase price of the Improvements shall be the current market value of the land and improvements less the current market value of the land on the basis there is no ground lease.

The market value of the Improvements so determined will be the market value at which the Tauranga Police Station landowner may elect to purchase the improvements under part 5, plus GST if any.

You are also required to assess the annual market rental (exclusive of GST) for the Improvements, as at the valuation date, for the initial term of the agreed lease.

The market rental of the improvements is to be the market rental of both the land and improvements less the market rental of the land.

The [land holding agency][Tauranga Police Station landowner][**delete one**] will require another registered valuer to assess the market value of the Improvements, and their market rental, as at the valuation date.

The two valuations are to enable the market value of the improvements, and its market rental, to be determined either –

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

#### VALUATION PROCESS

You must –

## PROPERTY REDRESS

### 5: OPTION TO PURCHASE TAURANGA POLICE STATION IMPROVEMENTS

- (a) before inspecting the Improvements, agree with the other valuer –
  - (i) the valuation method applicable to the Improvements; and
  - (ii) the comparable sales, and comparable market rentals, to be used in determining the value of the Improvements and their market rental; and
- (b) inspect the Improvements 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 45 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 us; and
- (f) participate in any arbitration process required under subpart B to determine the market value, and the market rental, of the Improvements.

#### REQUIREMENTS FOR YOUR VALUATION

Our requirements for your valuation are as follows.

You are to assume that –

- (a) the Improvements are current assets and are available for immediate sale as at the valuation date; and
- (b) all legislative processes that the Crown must meet before disposing of the Improvements (if any) have been met.

Your valuation is –

- (a) to assess market value on the basis of market value as defined in the [International Valuation Standards contained in the current edition of the Australia and New Zealand Valuation and Property Standards]; and
- (b) to take into account –
  - (i) any encumbrances, interests, or other matters affecting or benefiting the Improvements on the valuation date; and
  - (ii) the terms of the agreed lease; and
  - (iii) the attached disclosure information about the Improvements that has been given by the land holding agency to the Tauranga Police Station landowner, including the disclosed encumbrances; and

## PROPERTY REDRESS

### 5: OPTION TO PURCHASE TAURANGA POLICE STATION IMPROVEMENTS

- (iv) the terms of transfer in part 8 of the property redress schedule to the deed of settlement (that will apply to a purchase of the Improvements by the Tauranga Police Station landowner); but
- (c) not to take into account a claim in relation to the Improvements by or on behalf of Ngā Hapū o Ngāti Ranginui; and
- (d) in relation to the market rental for the Improvements, to be on the basis of a willing lessor and a willing lessee, in an arm's length transaction, the parties having acted knowledgeably, prudently, and without compulsion.

#### 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], 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 Improvements value; and
- (c) a clear statement as to any impact of –
  - (i) the disclosed encumbrances; and
  - (ii) the agreed lease; and
- (d) details of your assessment of the use of the Improvements as a police station; and
- (e) comment on the rationale of likely purchasers, and tenants, of the Improvements; 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; 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.

You may obtain specialist advice, such as engineering or planning advice.



**PROPERTY REDRESS**

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**5: OPTION TO PURCHASE TAURANGA POLICE STATION IMPROVEMENTS**

**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) 45 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 us.

**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 Tauranga Police Station landowner and the land holding agency.

Yours faithfully

**[Name of signatory]**

**[Position]**

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

## **6 TERMS OF TRANSFER FOR COMMERCIAL REDRESS PROPERTIES, HARRISFIELD DRIVE PROPERTY AND TAURANGA SCHOOL SITES**

### **APPLICATION OF THIS PART**

- 6.1 This part applies to the transfer by the Crown to the governance entity, of each commercial redress property, except in the case of the Tauranga Police Station land.

### **TRANSFER**

- 6.2 The Crown must transfer the fee simple estate in a commercial redress property to the governance entity –

6.2.1 subject to, and where applicable with the benefit of, –

- (a) the disclosed encumbrances affecting or benefiting the property (as they may be varied by a non-material variation, or a material variation entered into under paragraph 6.18.4(a)); and
- (b) any additional encumbrances affecting or benefiting the property entered into by the Crown under paragraph 6.18.4(b); and
- (c) any encumbrances in relation to that property that the governance entity is required to provide to the Crown on or by the settlement date.

6.2.2 if the property is a leaseback property, subject to the Crown leaseback in relation to the property.

- 6.3 The Crown must pay any survey and registration costs required to transfer the fee simple estate in a commercial redress property to the governance entity.

### **POSSESSION**

- 6.4 Possession of a commercial redress property must, on the settlement date for the property, –

6.4.1 be given by the Crown; and

6.4.2 taken by the governance entity; and

6.4.3 be vacant possession subject only to –

- (a) any encumbrances referred to in paragraph 6.2.1 that prevent vacant possession being given and taken; and
- (b) if the property is a leaseback property, the Crown leaseback.

## PROPERTY REDRESS

### 6: TERMS OF TRANSFER FOR COMMERCIAL REDRESS PROPERTIES, HARRISFIELD DRIVE PROPERTY AND TAURANGA SCHOOL SITES

#### SETTLEMENT

- 6.5 Subject to paragraphs 6.6 and 6.38, the Crown must provide the governance entity with the following in relation to a commercial redress property on the settlement date:
- 6.5.1 evidence of –
- (a) a registrable transfer instrument; and
  - (b) any other registrable instrument required by this deed in relation to the property:
- 6.5.2 all contracts and other documents (but not public notices such as proclamations and *Gazette* notices) that create unregistered rights or obligations affecting the registered proprietor's interest in the property after the settlement date.
- 6.6 If the fee simple estate in the commercial redress property may be transferred to the governance entity electronically under the relevant legislation, –
- 6.6.1 paragraph 6.5 does not apply; and
- 6.6.2 the Crown must ensure its solicitor, –
- (a) a reasonable time before the settlement date, –
    - (i) creates a Landonline workspace for the transfer to the governance entity of the fee simple estate in the property; and
    - (ii) prepares, certifies, signs, and pre-validates in the Landonline workspace the transfer instrument, and all other instruments, necessary, to effect the transfer electronically (the **electronic transfer instruments**); and
- 6.6.3 on the settlement date, releases the electronic transfer instruments so that the governance entity's solicitor may submit them for registration under the relevant legislation; and
- 6.6.4 the governance entity must ensure its solicitor, a reasonable time before the settlement date, certifies and signs the transfer instrument for the property prepared in the Landonline workspace under paragraph 6.6.3; and
- 6.6.5 paragraphs 6.6.2 to 6.6.4 are subject to paragraph 6.38.2.
- 6.7 The **relevant legislation** for the purposes of paragraphs 6.5 and 6.6 is –
- 6.7.1 the Land Transfer Act 1952; and

## PROPERTY REDRESS

### 6: TERMS OF TRANSFER FOR COMMERCIAL REDRESS PROPERTIES, HARRISFIELD DRIVE PROPERTY AND TAURANGA SCHOOL SITES

- 6.7.2 the Land Transfer (Computer Registers and Electronic Lodgement) Amendment Act 2002.
- 6.7A Ngā Hapū o Ngāti Ranginui intends to transfer the Te Papa properties, following settlement, to a Te Papa joint entity to be established by Ngāti Ranginui and Ngāi Te Rangi as soon as practicable after that joint entity is established.
- 6.7B In clause 6.7A Te **Papa properties** means the early release commercial properties in respect of which part 3 of the property redress schedule specifies “Te Papa JV” as the Hapū Association.
- 6.8 The Crown must, on the settlement date, provide the governance entity with any key or electronic opener to a gate or door on, and any security code to an alarm for, the property that are held by the Crown unless –
- 6.8.1 the property is a leaseback property; and
- 6.8.2 to provide it would be inconsistent with the Crown leaseback.
- 6.9 The transfer value of, or the amount payable by the governance entity for, a commercial redress property is not affected by –
- 6.9.1 a non-material variation, or a material variation entered into under paragraph 6.18.4, of a disclosed encumbrance affecting or benefiting the property; or
- 6.9.2 an additional encumbrance affecting or benefiting the property entered into by the Crown under paragraph 6.18.4.

#### APPORTIONMENT OF OUTGOINGS AND INCOMINGS

- 6.10 If, as at the settlement date, –
- 6.10.1 the outgoings for the property pre-paid by the Crown for any period after that date exceed the incomings received by the Crown for any period after that date, the governance entity must pay the amount of the excess to the Crown; or
- 6.10.2 the incomings for the property received by the Crown for any period after that date exceed the outgoings for the property pre-paid by the Crown for any period after that date, the Crown must pay the amount of the excess to the governance entity.
- 6.11 The outgoings for a commercial redress property for the purposes of paragraph 6.10 do not include insurance premiums and the governance entity is not required to take over from the Crown any contract of insurance in relation to the property.
- 6.12 An amount payable under paragraph 6.10 in relation to a commercial redress property must be paid on the actual settlement date for the property.

## PROPERTY REDRESS

### 6: TERMS OF TRANSFER FOR COMMERCIAL REDRESS PROPERTIES, HARRISFIELD DRIVE PROPERTY AND TAURANGA SCHOOL SITES

- 6.13 The Crown must, before the settlement date, provide the governance entity with a written statement calculating the amount payable by the governance entity or the Crown under paragraph 6.10.

#### **FIXTURES, FITTINGS, AND CHATTELS**

- 6.14 The transfer of a commercial redress property includes all fixtures and fittings that were owned by the Crown, and located on the property, on the first date of the transfer period for that property.
- 6.15 Paragraph 6.14 does not apply to the Lessee's improvements located on a leaseback property.
- 6.16 Fixtures and fittings transferred under paragraph 6.14 must not be mortgaged or charged.
- 6.17 The transfer of a commercial redress property does not include chattels.

#### **OBLIGATIONS AND RIGHTS DURING THE TRANSFER PERIOD**

- 6.18 The Crown must, during the transfer period for a commercial redress property, –
- 6.18.1 ensure the property is maintained in substantially the same condition, fair wear and tear excepted, as it was in at the first day of the period; and
  - 6.18.2 pay the charges for electricity, gas, water, and other utilities that the Crown owes as owner of the property, except where those charges are payable by a tenant or occupier to the supplier; and
  - 6.18.3 ensure the Crown's obligations under the Building Act 2004 are complied with in respect of any works carried out on the property during the period –
    - (a) by the Crown; or
    - (b) with the Crown's written authority; and
  - 6.18.4 obtain the prior written consent of the governance entity before –
    - (a) materially varying a disclosed encumbrance affecting or benefiting the property; or
    - (b) entering into an encumbrance affecting or benefiting the property; or
    - (c) procuring a consent, providing a waiver, or giving an approval, that materially affects the property, under the Resource Management Act 1991 or any other legislation; and

## PROPERTY REDRESS

### 6: TERMS OF TRANSFER FOR COMMERCIAL REDRESS PROPERTIES, HARRISFIELD DRIVE PROPERTY AND TAURANGA SCHOOL SITES

6.18.5 use reasonable endeavours to obtain permission for the governance entity to enter and inspect the property under paragraph 6.19 if the governance entity is prevented from doing so by the terms of an encumbrance referred to in paragraph 6.2; but

in the case of a leaseback property these obligations are modified to the extent necessary to ensure they do not add to, or vary, the obligations of the Crown under the Crown leaseback as if it applied during the transfer period.

6.19 The governance entity, during the transfer period in relation to a commercial redress property, –

6.19.1 must not unreasonably withhold or delay any consent sought under paragraph 6.18.4 in relation to the property; and

6.19.2 may enter and inspect the property on one occasion –

(a) after giving reasonable notice; and

(b) subject to the terms of the encumbrances referred to in paragraph 6.2; and

6.19.3 must comply with all reasonable conditions imposed by the Crown in relation to entering and inspecting the property.

#### OBLIGATIONS AFTER SETTLEMENT

6.20 The Crown must –

6.20.1 give the relevant territorial authority notice of the transfer of a commercial redress property immediately after the settlement date; and

6.20.2 if it receives a written notice in relation to a commercial redress property from the Crown, a territorial authority, or a tenant after the settlement date, –

(a) comply with it; or

(b) provide it promptly to the governance entity or its solicitor; or

6.20.3 pay any penalty incurred by the governance entity to the person providing the written notice as a result of the Crown not complying with paragraph 6.20.2.

#### RISK AND INSURANCE

6.21 A commercial redress property is at the sole risk of –

6.21.1 the Crown, until the settlement date; and

## PROPERTY REDRESS

### 6: TERMS OF TRANSFER FOR COMMERCIAL REDRESS PROPERTIES, HARRISFIELD DRIVE PROPERTY AND TAURANGA SCHOOL SITES

6.21.2 the governance entity, from the settlement date.

#### DAMAGE AND DESTRUCTION

6.22 Paragraphs 6.23 to 6.31 apply if, before the settlement date, –

6.22.1 the property is destroyed or damaged; and

6.22.2 the destruction or damage has not been made good.

6.23 Paragraph 6.24 applies if the commercial redress property is not tenantable as a result of destruction or damage.

6.24 Where this paragraph applies, –

6.24.1 the governance entity may cancel its transfer by written notice to the Crown; or

6.24.2 the Crown may cancel its transfer by written notice to the governance entity if the property is a leaseback property.

6.25 Notice under paragraph 6.24 must be given before the settlement date.

6.26 Paragraph 6.27 applies if the commercial redress property–

6.26.1 is tenantable, despite the destruction or damage; or

6.26.2 is not tenantable as a result of the damage or destruction, but its transfer is not cancelled under paragraph 6.24 before the settlement date.

6.27 Where this paragraph applies –

6.27.1 the governance entity must complete the transfer of the property in accordance with this deed; and

6.27.2 the Crown must pay the governance entity –

(a) the amount by which the value of the property has diminished, as at the settlement date, as a result of the destruction or damage;

(b) plus GST if any.

6.28 The value of each commercial redress property for the purposes of clause 6.27.2 is to be its transfer value.

6.29 An amount paid by the Crown under paragraph 6.27.2 relating to destruction or damage as provided for in that clause is redress.

## PROPERTY REDRESS

### 6: TERMS OF TRANSFER FOR COMMERCIAL REDRESS PROPERTIES, HARRISFIELD DRIVE PROPERTY AND TAURANGA SCHOOL SITES

- 6.30 Each party may give the other notice –
- 6.30.1 requiring a dispute as to the application of paragraphs 6.24 to 6.29 be determined by an arbitrator appointed by the Arbitrators' and Mediators' Institute of New Zealand; and
  - 6.30.2 referring the dispute to the arbitrator so appointed for determination under the Arbitration Act 1996.
- 6.31 If a dispute as to the application of paragraphs 6.24 to 6.29 is not determined by the settlement date, the date the commercial redress property is to transfer is to be –
- 6.31.1 the fifth business day following the determination of the dispute; or
  - 6.31.2 if an arbitrator appointed under paragraph 6.30 so determines, another date including the settlement date.

#### BOUNDARIES AND TITLE

- 6.32 The Crown is not required to point out the boundaries of a commercial redress property.
- 6.33 If a commercial redress property is subject only to the encumbrances referred to in paragraph 6.2 and, if the property is a leaseback property, the Crown leaseback, the governance entity –
- 6.33.1 is to be treated as having accepted the Crown's title to the property as at the settlement date; and
  - 6.33.2 may not make any objections to, or requisitions on, it.
- 6.34 An error or omission in the description of a commercial redress property or its title does not annul its transfer.

#### FENCING

- 6.35 The Crown is not liable to pay for, or contribute towards, the erection or maintenance of a fence between a commercial redress property and any contiguous land of the Crown, unless the Crown requires the fence.
- 6.36 Paragraph 6.35 does not continue for the benefit of a purchaser from the Crown of land contiguous to a commercial redress property.
- 6.37 The Crown may require a fencing covenant to the effect of paragraphs 6.35 and 6.36 to be registered against the title to a commercial redress property.

#### DELAYED TRANSFER OF TITLE

- 6.38 The Crown covenants for the benefit of the governance entity that it will –



## PROPERTY REDRESS

### 6: TERMS OF TRANSFER FOR COMMERCIAL REDRESS PROPERTIES, HARRISFIELD DRIVE PROPERTY AND TAURANGA SCHOOL SITES

6.38.1 arrange for the creation of a computer freehold register for the land of a commercial redress property for land that –

- (a) is not contained in a computer freehold register; or
- (b) is contained in a computer freehold register or registers but together with other land; and

6.38.2 transfer (in accordance with paragraph 6.5 or 6.6, whichever is applicable) the fee simple estate in a commercial redress property to which paragraph 6.38.1 applies as soon as reasonably practicable after complying with that paragraph in relation to the property but not later than five years after the settlement date.

6.39 If paragraph 6.38.2 applies to a commercial redress property, and paragraph 6.6 is applicable, the governance entity must comply with its obligations under paragraph 6.6.3 by a date specified by written notice to the Crown.

6.40 The covenant given by the Crown under paragraph 6.38 has effect and is enforceable, despite:

6.40.1 being positive in effect; and

6.40.2 there being no dominant tenement.

6.41 If paragraph 6.38 applies then, for the period from the settlement date until the date that the Crown transfers the fee simple estate in the commercial redress property to the governance entity –

6.41.1 the governance entity will be the beneficial owner of the property; and

6.41.2 all obligations and rights will be performed and arise as if the fee simple estate had been transferred to the governance entity on the settlement date.

#### FURTHER ASSURANCES

6.42 Each party must, at the request of the other, sign and deliver any further documents or assurances, and do all acts and things, that the other may reasonably require to give full force and effect to this part.

#### NON-MERGER

6.43 On transfer of a commercial redress property to the governance entity –

6.43.1 the provisions of this part will not merge; and

6.43.2 to the extent any provision of this part has not been fulfilled, it will remain in force.

## PROPERTY REDRESS

### 6: TERMS OF TRANSFER FOR COMMERCIAL REDRESS PROPERTIES, HARRISFIELD DRIVE PROPERTY AND TAURANGA SCHOOL SITES

#### HARRISFIELD DRIVE PROPERTY AND TAURANGA SCHOOL SITES

- 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 –
- 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
- 6.44.2 references to “the commercial redress property” were references to “the Harrisfield Drive property and each Tauranga school site”; and
- 6.44.3 in relation to –
- (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
- (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
- 6.44.4 paragraph 6.29 does not apply to the Harrisfield drive property or to a Tauranga school site; and
- 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”).

#### 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.

## PROPERTY REDRESS

### 6: TERMS OF TRANSFER FOR COMMERCIAL REDRESS PROPERTIES, HARRISFIELD DRIVE PROPERTY AND TAURANGA SCHOOL SITES

#### 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 settlement notice, the other party may cancel the agreement constituted by paragraph 4A.4 or clause 6.11B (as the case may be).
- 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

## PROPERTY REDRESS

### 6: TERMS OF TRANSFER FOR COMMERCIAL REDRESS PROPERTIES, HARRISFIELD DRIVE PROPERTY AND TAURANGA SCHOOL SITES

- 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 purposes of making taxable supplies; and
  - 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.
- 6.53 The information must be given –
- 6.53.1 in relation to the Harrisfield Drive property, with the election notice electing to purchase the property;
  - 6.53.2 in relation to each Tauranga school site, no later than 20 business days before the TSS settlement date.

## **7 TERMS OF TRANSFER FOR TAURANGA POLICE STATION LAND**

### **APPLICATION OF THIS PART**

- 7.1 This part applies to the transfer by the Crown to the governance entity of the Tauranga Police Station land.
- 7.2 This part constitutes a separate agreement for sale and purchase between the Crown and the governance entity in respect of the Tauranga Police Station land.

### **PURCHASE PRICE FOR TAURANGA POLICE STATION LAND**

- 7.3 The purchase price for the Tauranga Police Station land is \$2,110,000 plus GST if any.
- 7.4 The purchase price is satisfied by the governance entity granting a rent free period of 12 years commencing on the settlement date under the Crown leaseback for the property.

### **TRANSFER OF TAURANGA POLICE STATION LAND**

- 7.5 On the settlement date the Crown must transfer the Tauranga Police Station land to the governance entity.
- 7.6 The governance entity and the Crown must enter into the form of registrable memorandum of lease for the Tauranga Police Station land as set out in part 2.2 of the documents schedule, with the commencement date for the lease being the settlement date.
- 7.7 The registered memorandum of lease referred to in paragraph 7.6 shall be amended to reflect the following variations:
- 7.7.1 the lessee shall not have a right to assign other than in accordance with paragraph 7.7.2:
  - 7.7.2 the lessee shall be permitted as of right to assign its interests under the lease to any other Crown body:
  - 7.7.3 the lessee shall have an unfettered and as of right ability to sublet all or any part of the premises under the lease:
  - 7.7.4 there shall be no rent review during the prepaid rental period for the lease referred to in paragraph 7.4:
  - 7.7.5 the lessor shall not have any right to terminate or re-enter under the lease for a lessee breach at any time during that prepaid rental period.
- 7.8 The Crown and the governance entity agree that the transfer of the Tauranga Police Station land by the Crown to the governance entity is the supply of land for the purposes

## PROPERTY REDRESS

### 7: TERMS OF TRANSFER FOR TAURANGA POLICE STATION LAND

of the GST Act and so, based on the representations in paragraph 7.9, the transfer is zero rated under section 11(1)(mb) of the GST Act.

- 7.9 The governance entity confirms that on the settlement date it is a registered person for the GST Act, it is acquiring the Tauranga Police Station land for the purpose of making taxable supplies and it does not intend to use the property supplied as a principal place of residence, either for itself or for an associated person.
- 7.10 Despite that, if GST is charged on the transfer of the Tauranga Police Station land and payable by the Crown:
- 7.10.1 the governance entity will on demand pay to the Crown an amount equal to that GST together with any associated default GST;
- 7.10.2 the Crown will issue a tax invoice (as defined in the GST Act to the governance entity); and
- 7.10.3 as between the Crown and the governance entity the Crown is not obliged to pay GST or default GST or to take any other steps to minimise its liability in respect of such amounts until the corresponding payment is received in full from the governance entity pursuant to this clause;
- 7.10.4 the Crown and the governance entity agree that the purchase price for the Tauranga Police Station land does not include any capitalised interest component on the basis that, for the purposes of the financial arrangement rules in the Income Tax Act 2007, the purchase price of \$2,110,000 is the lowest price they would have agreed on the date this deed was entered into, with payment required in full at the time the first right in the property was transferred.

### APPLICATION OF TERMS OF TRANSFER FOR COMMERCIAL REDRESS PROPERTIES

- 7.11 Subject to paragraphs 7.1 to 7.10 above, the terms of transfer for commercial redress properties in part 6 of this schedule will apply to the transfer of the Tauranga Police Station land.

## **8 TERMS OF TRANSFER FOR TAURANGA POLICE STATION IMPROVEMENTS**

### **APPLICATION OF THIS PART**

- 8.1 This part applies to the transfer by the Crown to the Tauranga Police Station landowner of the Tauranga Police Station Improvements.

### **REQUIREMENT FOR COMPLETION**

- 8.2 Despite any other provision under the deed or any schedule, there shall be no transfer of the Tauranga Police Station Improvements until and unless the following have been satisfied:

8.2.1 the construction and completion of the new Police Station Improvements has been fully completed in accordance with all relevant building consents and code compliance certificates have been obtained for that development; and

8.2.2 the building is occupied and in use as the Tauranga Police Station.

### **TRANSFER**

- 8.3 The Crown will transfer the Tauranga Police Station Improvements to the Tauranga Police Station landowner on the date provided for under part 5 of this schedule.
- 8.4 The transfer will occur in accordance with part 5 of this schedule.

### **APPORTIONMENT OF OUTGOINGS AND INCOMINGS**

- 8.5 There shall be no apportionment of outgoing and incoming as at the actual Tauranga Police Station Improvements settlement date.

### **IMPROVEMENTS**

- 8.6 The transfer of the Tauranga Police Station Improvements will be limited to buildings, their associated systems, infrastructure and hard and soft landscaping that are owned by the Crown, and located on the Tauranga Police Station land, as at the Tauranga Police Station Improvements settlement date, but will not include vehicles, furniture, portable appliances and other associated chattels.
- 8.7 The Tauranga Police Station Improvements transferred under paragraph 8.6 must not be mortgaged or charged.

### **OBLIGATIONS AND RIGHTS DURING THE TRANSFER PERIOD**

- 8.8 The Crown must, during the transfer period for the Tauranga Police Station Improvements, –

## PROPERTY REDRESS

### 8: TERMS OF TRANSFER FOR TAURANGA POLICE STATION IMPROVEMENTS

- 8.8.1 ensure the Tauranga Police Station Improvements are, following completion of the new Police Station, maintained in substantially the same condition, fair wear and tear excepted, as they were in at the first day of the period; and
- 8.8.2 ensure the Crown's obligations under the Building Act 2004 are complied with in regard to the Tauranga Police Station Improvements –
  - (a) by the Crown; or
  - (b) with the Crown's written authority; and
- 8.8.3 not make any substantive or material alterations to the Tauranga Police Station Improvements subject however to any compliance requirements.

8.9 The Tauranga Police Station landowner during the transfer period in relation to the Tauranga Police Station Improvements, –

- 8.9.1 may with the prior approval of the Crown enter and inspect the Tauranga Police Station Improvements at such time and upon such dates as are approved by the Crown; and
- 8.9.2 must comply with all conditions imposed by the Crown in relation to entering and inspecting the property including those in particular relating to security.

### OBLIGATIONS AFTER SETTLEMENT

8.10 The Crown must –

- 8.10.1 if it receives a written notice in relation to the Tauranga Police Station Improvements from the Crown, a territorial authority, or a tenant after the actual Tauranga Police Station Improvements settlement date, –
  - (a) comply with it; or
  - (b) provide it promptly to the governance entity or its solicitor; or
- 8.10.2 pay any penalty incurred by the Tauranga Police Station landowner to the person providing the written notice as a result of the Crown not complying with paragraph (a).

### RISK AND INSURANCE

8.11 The Tauranga Police Station Improvements are at the sole risk of –

- 8.11.1 the Crown, until the actual Tauranga Police Station Improvements settlement date; and
- 8.11.2 the Tauranga Police Station landowner from the actual Tauranga Police Station Improvements settlement date.



## PROPERTY REDRESS

### 8: TERMS OF TRANSFER FOR TAURANGA POLICE STATION IMPROVEMENTS

#### DAMAGE AND DESTRUCTION

- 8.12 Paragraphs 8.13 to 8.20 apply if, before the actual Tauranga Police Station Improvements settlement date, –
- 8.12.1 those improvements are destroyed or damaged; and
  - 8.12.2 the destruction or damage has not been made good.
- 8.13 Paragraph 8.14 applies if the Tauranga Police Station Improvements are not tenatable as a result of destruction or damage.
- 8.14 Where this paragraph applies, –
- 8.14.1 the Tauranga Police Station landowner may cancel its transfer by written notice to the Crown; or
  - 8.14.2 the Crown may cancel its transfer by written notice to the Tauranga Police Station landowner.
- 8.15 Notice under paragraph 8.14 must be given before the actual Tauranga Police Station Improvements settlement date.
- 8.16 Paragraph 8.17 applies if the Tauranga Police Station Improvements are –
- 8.16.1 tenatable, despite the destruction or damage; or
  - 8.16.2 not tenatable as a result of the damage or destruction, but its transfer is not cancelled under paragraph 8.14 before the actual Tauranga Police Station Improvements settlement date.
- 8.17 Where this paragraph applies –
- 8.17.1 the governance entity must complete the transfer of the Tauranga Police Station Improvements in accordance with this deed; and
  - 8.17.2 the Crown must pay the governance entity or a Ngāti Ranginui entity (as the case may be) –
    - (a) the amount by which the value of the Tauranga Police Station Improvements has diminished, as at the actual Tauranga Police Station Improvements settlement date, as a result of the destruction or damage;
    - (b) plus GST if any.
- 8.18 The value of the Tauranga Police Station Improvements for the purposes of paragraph 8.17 is to be its market value as agreed or determined in accordance with part 5 of this schedule.

## PROPERTY REDRESS

### 8: TERMS OF TRANSFER FOR TAURANGA POLICE STATION IMPROVEMENTS

8.19 Each party may give the other notice –

8.19.1 requiring a dispute as to the application of paragraphs 8.16 to 8.18 be determined by an arbitrator appointed by the Arbitrators' and Mediators' Institute of New Zealand; and

8.19.2 referring the dispute to the arbitrator so appointed for determination under the Arbitration Act 1996.

8.20 If a dispute as to the application of paragraphs 8.16 to 8.18 is not determined by the Tauranga Police Station settlement date for the Tauranga Police Station Improvements, that date is to be –

8.20.1 the fifth business day following the determination of the dispute; or

8.20.2 if an arbitrator appointed under paragraph 8.19 so determines, another date including the original settlement date.

#### TRANSFER OF GUARANTEES

8.21 If, as at the actual Tauranga Police Station Improvements settlement date, the Crown continues to have the benefit of any unexpired guarantees or warranties from the contractor in respect of the construction and completion of the new Police Station, then the Crown will, to the extent it is able, assign the benefit of such guarantee or warranty to the Tauranga Police Station landowner.

#### NO WARRANTIES

8.22 The Crown does not give any representation or warranty whether express or implied and does not accept any responsibility in respect to the Tauranga Police Station Improvements including in relation to:

8.22.1 their state, condition, fitness for use, ownership, occupation or management; or

8.22.2 compliance with legislation including bylaws; or

8.22.3 any enforcement or other notice, requisition or proceedings.

8.23 The Crown has no liability in relation to the state or condition of the Tauranga Police Station Improvements.

#### INTEREST

8.24 If for any reason (other than the default of the Crown) all or any of the amount payable by the Tauranga Police Station landowner to the Crown in relation to the Tauranga Police Station Improvements is not paid on the Tauranga Police Station Improvements settlement date then –

## PROPERTY REDRESS

### 8: TERMS OF TRANSFER FOR TAURANGA POLICE STATION IMPROVEMENTS

8.24.1 the Crown is not required to give possession of the Tauranga Police Station Improvements to the Tauranga Police Station landowner by surrendering the existing ground lease and entering into the substitution lease under part 5 of this schedule ; and

8.24.2 the Tauranga Police Station landowner 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 Tauranga Police Station Improvements settlement date to the actual Tauranga Police Station Improvements settlement date.

8.25 Paragraph 8.24 is without prejudice to any of the Crown's other rights or remedies available to the Crown at law or in equity.

#### SETTLEMENT NOTICE

8.26 If without the written agreement of the parties, settlement of the Tauranga Police Station Improvements is not effected on the Tauranga Police Station Improvements settlement date then:

8.26.1 either party may at any time after that date serve notice on the other (a **settlement notice**) requiring the other to effect settlement; but

8.26.2 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.

8.27 On service of the 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).

8.28 If the party in default does not comply with the terms of the settlement notice, the other party may cancel the agreement between the parties in respect of the Tauranga Police Station Improvements.

#### FURTHER ASSURANCES

8.29 Each party must, at the request of the other, sign and deliver any further documents or assurances, and do all acts and things, that the other may reasonably require to give full force and effect to this part and part 5.

#### NON-MERGER

8.30 On transfer of the Tauranga Police Station Improvements to the Tauranga Police Station landowner –

8.30.1 the provisions of this part will not merge; and

## PROPERTY REDRESS

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### 8: TERMS OF TRANSFER FOR TAURANGA POLICE STATION IMPROVEMENTS

8.30.2 to the extent any provision of this part has not been fulfilled, it will remain in force.

## 9 RIGHT TO PURCHASE CONTINGENT PROPERTIES

### DEFINITIONS

- 9.1 In this deed –
- 9.1.1 **ACP notification date** means the date the governance entity gives the Crown an effective ACP notice of interest in relation to a selected contingent property; and
- 9.1.2 **available contingent property** means a contingent property in relation to which the Crown has given notice under paragraph 9.2; and
- 9.1.3 **effective ACP notice of interest** means a notice of interest in an available contingent property under paragraph 9.3 that complies with paragraph 9.4; and
- 9.1.4 **effective ACP purchase notice** means a notice electing to purchase an available contingent property under paragraph 9.6 that complies with paragraph 9.7; and
- 9.1.5 **selected contingent property** means an available contingent property in relation to which an effective ACP notice of interest has been given.

### NOTICE OF AVAILABLE CONTINGENT PROPERTY

- 9.2 As soon as reasonably practicable after the conditional right to purchase a contingent property has come into effect in accordance with clause 7.2 or 7.3 of this deed, the Crown must give notice to the governance entity that the contingent property is available for purchase.

### NOTICE OF INTEREST

- 9.3 If the Crown gives notice under paragraph 9.2 that a contingent property is available for purchase, the governance entity may give a notice of interest in relation to that contingent property.
- 9.4 For the notice of interest in relation to the available contingent property to be effective, the notice must be –
- 9.4.1 given to the Crown not later than 60 business days after the date the Crown gave notice of availability of the contingent property under paragraph 9.2; and
- 9.4.2 signed by the trustees of the governance entity.

### EFFECT OF NOTICE OF INTEREST

- 9.5 If the governance entity gives an effective ACP notice of interest in respect of an available contingent property –
- 9.5.1 the Crown must, not later than 30 business days after the ACP notification date, give the governance entity all material information that, to the best of its knowledge, is in

## PROPERTY REDRESS

### 9: RIGHT TO PURCHASE CONTINGENT PROPERTIES

its records about the available contingent property, including its encumbrances and its current book value; and

- 9.5.2 the transfer value of the available contingent property will be the disclosed book value if that book value is \$300,000 or less, but
- 9.5.3 otherwise the transfer value of the available contingent property must be determined in accordance with the valuation provisions set out in this part.

#### ELECTION TO PURCHASE

- 9.6 The governance entity may give the Crown a written notice of whether or not it elects to purchase the available contingent property.
- 9.7 For the notice electing to purchase the available contingent property to be effective, the notice must:
  - 9.7.1 be given to the Crown not later than 20 business days after the date the transfer value has been determined in accordance with this part (including, for the avoidance of doubt, where it is determined by operation of paragraph 9.5.2); and
  - 9.7.2 relate to the whole of the available contingent property; and
  - 9.7.3 be signed by the trustees of the governance entity.

#### EFFECT OF ELECTION TO PURCHASE

- 9.8 If the governance entity gives an effective ACP purchase notice in respect of an available contingent property, 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 in accordance with this part (including, for the avoidance of doubt, where it is determined by operation of paragraph 9.5.2), plus GST if any, on the terms of transfer set out in part 9 of this schedule and under which on the date to settle the purchase, the following must occur:
  - 9.8.1 the Crown must transfer the property to the governance entity:
  - 9.8.2 the governance entity must pay to the Crown an amount equal to the transfer value of the property determined 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.

#### TIME OF THE ESSENCE

- 9.9 Time is of the essence for the time limits set out in paragraphs 9.4.1 and 9.7.1.
- 9.10 In relation to the time limits set out in this part, other than those referred to in paragraph 9.9, the Crown and the governance entity must use reasonable endeavours to ensure –

## PROPERTY REDRESS

### 9: RIGHT TO PURCHASE CONTINGENT PROPERTIES

- 9.10.1 those time limits are met; and
- 9.10.2 delays are minimised; and
- 9.10.3 in particular, if a valuer or valuation arbitrator appointed under this part is unable to act, a replacement is appointed as soon as is reasonably practicable.

#### ENDING OF OBLIGATIONS

- 9.11 If the Crown gives notice under paragraph 9.2 that a contingent property is available for purchase, the Crown's obligations under this deed in relation to the contingent property cease if:
  - 9.11.1 an effective ACP notice of interest is not given in relation to the available contingent property; or
  - 9.11.2 an effective ACP notice of interest is given in relation to the available contingent property but an effective ACP purchase notice is not given; or
  - 9.11.3 the governance entity gives the Crown written notice, at any time before an agreement for sale and purchase of the available contingent property is constituted under this deed, that the governance entity will not be exercising its rights under this deed in relation to the property.
- 9.12 The Crown may, by notice to the governance entity, terminate its obligations under this deed in relation to an available contingent property if:
  - 9.12.1 the governance entity does not comply with any obligation under this part; and
  - 9.12.2 the Crown has given the governance entity at least 10 business days' notice requiring the governance entity to comply with that obligation.
- 9.13 The Crown's obligations in relation to a selected contingent property immediately cease if –
  - 9.13.1 an agreement for sale and purchase of the contingent property is constituted under this deed; and
  - 9.13.2 the agreement is cancelled in accordance with part 10 of this schedule.

#### ASSIGNMENT TO A HAPŪ ENTITY

- 9.14 A hapū entity to which the governance entity has, in accordance with its constitutional documents, assigned its rights in respect of a contingent property may exercise those rights and carry out the obligations associated with those rights but only if the hapū entity has delivered a signed deed of covenant to the Crown in which the entity agrees to be bound by those obligations. In that event any reference in this part 9 and part 10 to the governance entity shall be read as a reference to that hapū entity.

**PROPERTY REDRESS**

**9: RIGHT TO PURCHASE CONTINGENT PROPERTIES**

**CONTINGENT PROPERTIES**

<b>Landholding Agency</b>	<b>Property Name</b>	<b>Hapū Association</b>	<b>Legal Description</b>
Department of Conservation	Te Awa o Ngāumuwahine 2*	Ngāti Taka and Wairoa Hapū	<p><i>South Auckland Land District – Western Bay of Plenty District</i></p> <p>40.0 hectares, approximately, being Part Mangatotara 1C North. Part <i>Gazette</i> 1975 page 2328.</p> <p>Subject to survey.</p> <p>As identified by diagram at Part 4.6 of the Attachments.</p>
Department of Conservation	Tawhanga*	Ngāti Taka Hapū	<p><i>South Auckland Land District – Western Bay of Plenty District</i></p> <p>30.0 hectares, approximately, being Part Maurihoro A. Part <i>Gazette</i> 1936 page 2188.</p> <p>Subject to survey.</p> <p>As identified by diagram at Part 4.4 of the Attachments.</p>
Department of Conservation	Te Hanga*	Ngāti Taka Hapū	<p><i>South Auckland Land District – Western Bay of Plenty District</i></p> <p>28.0 hectares, approximately, being Part Maurihoro A. Part <i>Gazette</i> 1936 page 2188.</p> <p>2.0 hectares, approximately, being Part Crown Land SO 48402. Part <i>Gazette</i> 1975 page 2328.</p> <p>Subject to survey.</p> <p>As identified by diagram at Part 4.5 of the Attachments.</p>

\* Subject to reserve status and any other encumbrances (in accordance with paragraph 10.2.1 of this schedule).



## PROPERTY REDRESS

### 9: RIGHT TO PURCHASE CONTINGENT PROPERTIES

#### VALUATION PROCESS

- 9.15 Paragraphs 9.16 to 9.30.3 apply to the determination of the transfer value of a selected contingent property where paragraph 9.5.3 applies.

#### APPOINTMENT OF VALUERS AND VALUATION ARBITRATOR

- 9.16 The parties must, not later than –
- 9.16.1 20 business days after the ACP notification date, each appoint and instruct one valuer, using the form of instructions in the appendix to this part; and
  - 9.16.2 20 business days after the ACP notification date, give written notice to the other of the valuer instructed; and
  - 9.16.3 30 business days after the ACP notification date, agree upon and jointly appoint one person to act as the valuation arbitrator.
- 9.17 If the Crown has obtained a valuation report from a registered valuer specifying the market value of the selected contingent property that is not more than 12 months old –
- 9.17.1 the Crown is not required to appoint and instruct a registered valuer under paragraph 9.16 in relation to that selected contingent property; and
  - 9.17.2 that report is to be treated for all purposes under this deed as having been obtained in accordance with this part; and
  - 9.17.3 appropriate amendments must be made to the form of instructions in the appendix when the governance entity instructs a valuer under paragraph 9.16.
- 9.18 If the governance entity and the Crown do not jointly appoint a valuation arbitrator in accordance with paragraph 9.16.3, either 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

- 9.19 A valuer instructed under paragraph 9.16 must be a registered valuer.
- 9.20 The valuation arbitrator –
- 9.20.1 must be a registered valuer and suitably qualified and experienced in determining disputes about the market value of properties similar to the selected contingent property; and
  - 9.20.2 is appointed when he or she confirms his or her willingness to act.

#### VALUATION REPORTS

- 9.21 A valuer instructed under paragraph 9.16 must, not later than –

## PROPERTY REDRESS

### 9: RIGHT TO PURCHASE CONTINGENT PROPERTIES

- 9.21.1 60 business days after the ACP notification date, prepare a draft valuation report in accordance with the valuation instructions; and
- 9.21.2 85 business days after the ACP notification date, prepare a final valuation report in accordance with the valuation instructions and provide a copy to the party instructing the valuer.
- 9.22 The governance entity and the Crown must exchange valuation reports on the date that is 86 business days after the ACP notification date (the **valuation exchange date**).

#### EFFECT OF DELIVERY OF ONE VALUATION REPORT

- 9.23 If only one final valuation report is delivered by the required date under paragraph 9.22, the transfer value of the selected contingent property is the market value as assessed in the report.

#### EFFECT OF DELIVERY OF BOTH VALUATION REPORTS

- 9.24 If both final valuation reports are delivered by the required date, –
- 9.24.1 the governance entity and the Crown must endeavour to agree in writing the transfer value of the selected contingent property, as the case may be; and
- 9.24.2 either the governance entity or the Crown may, if the transfer value of the selected contingent property, as the case may be, is not agreed in writing within 30 business days after the valuation exchange date refer the matter to the determination of the valuation arbitrator.

#### VALUATION ARBITRATION

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

- 9.26 Each of the governance entity and the Crown must –

## PROPERTY REDRESS

### 9: RIGHT TO PURCHASE CONTINGENT PROPERTIES

9.26.1 not later than 5pm on the day that is five business days before the arbitration meeting, give to the valuation arbitrator, the other, and the other's valuer –

(a) its submission; and

(b) any sales, rental, or expert evidence that it will present at the meeting; and

9.26.2 attend the arbitration meeting with its valuer.

9.27 The valuation arbitrator must –

9.27.1 have regard to the requirements of natural justice at the arbitration meeting; and

9.27.2 no later than 30 business days after the arbitration commencement date, give his or her determination of the market value of the selected contingent property (which is to be the transfer value of the property), being no higher than the higher, and no lower than the lower, assessment of market value contained in the valuation reports provided to him or her.

9.28 An arbitration under this part is an arbitration for the purposes of the Arbitration Act 1996.

#### TRANSFER VALUE

9.29 The transfer value of a selected contingent property is as –

9.29.1 determined under paragraphs 9.23 or 9.27.2; or

9.29.2 agreed under paragraph 9.24.1.

#### COSTS

9.30 In relation to the determination of the transfer value of a selected contingent property, as the case may be, the governance entity and the Crown must each pay –

9.30.1 their own costs; and

9.30.2 half the costs of a valuation arbitration; or

9.30.3 such other proportion of the costs of a valuation arbitration awarded by the valuation arbitrator as a result of their unreasonable conduct.

APPENDIX

[Valuer's name]

[Address]

Valuation instructions in relation to [name of the selected contingent property]

INTRODUCTION

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

This right is given by part 9 of the property redress schedule to the enclosed deed of settlement.

PROPERTY TO BE VALUED

The governance entity has given [land holding agency] a notice of interest in purchasing the property which is [describe the property including its legal description(s)].

DEED OF SETTLEMENT

A copy of the deed of settlement is enclosed and your attention is drawn to parts 9 and 10 of the property redress schedule.

All references in this letter to subparts or paragraphs are to part 9 of the property redress schedule.

A term defined in the deed of settlement has the same meaning when used in these instructions. Definitions of terms used in the deed of settlement are set out in part 6 of the general matters schedule to the deed.

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 [land holding agency] received the effective ACP notice of interest in the property from the governance entity.

The governance entity [land holding agency][delete 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 a transfer value for the property to be either –

- (a) an amount agreed by the parties; or
- (b) failing agreement by the parties, the market value of the property as determined by arbitration.

The governance entity may elect to purchase the property under part 9 at the transfer value so agreed or determined, plus GST if any.

9: RIGHT TO PURCHASE CONTINGENT PROPERTIES

**VALUATION PROCESS**

You must –

- (a) inspect the property, with the valuer appointed by the other party; and
- (b) use your best endeavours to agree with the other valuer, as soon as possible, –
  - (i) the base information or inputs, and the assumptions, to be used; and
  - (ii) the valuation methodology or policies applicable to the property; and
  - (iii) the comparable sales to be used in determining the value of the property; and
  - (iv) where relevant, the base information on current rentals paid along with other market rental evidence; and
- (c) attempt to resolve as soon as possible with the other valuer any matters or issues arising from your inspections, or in relation to the matters referred to in paragraph (b); and
- (d) by not later than 60 business days after the notification date prepare, and deliver to us, a draft valuation report; and
- (e) by not later than 85 business days after the notification 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 us; and
- (f) participate in any arbitration process required under part 9 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 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 as defined in the International Valuation Standards contained 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 –
  - (i) any encumbrances, interests, or other matters affecting or benefiting the property, including those noted on the title on the valuation date; and

## PROPERTY REDRESS

### 9: RIGHT TO PURCHASE CONTINGENT PROPERTIES

- (ii) the attached disclosure information about the property that has been given by [**land holding agency**] to the governance entity, including the disclosed encumbrances; and
  - (iii) the terms of transfer in part 10 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 Nga Hapū o Ngāti Ranginui.

#### 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) an assessment of the market value, exclusive of GST, of the property at valuation date; and
- (c) a detailed description, and a clear statement, of the land value; and
- (d) a detailed description of the improvements; and
- (e) a clear distinction between the land value and the value of any improvements; and
- (f) a clear statement as to any impact of the disclosed encumbrances; and
- (g) details of your assessment, the basis of valuation, and your analysis of the highest and best use of the property; and
- (h) comment on the rationale of likely purchasers of the property; and
- (i) a clear identification of the key variables which have a material impact on the valuation; and
- (j) full details of the valuation method; and
- (k) 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 parts 9 and 10.

You may 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) 60 business days after the notification date, to prepare and deliver to us a draft valuation report; and
- (b) 85 business days after the notification 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 us.

**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 to the other valuer any questions you have of, or responses you receive from, [*land holding agency*] and the governance entity with regard to the valuation of the property.

Yours faithfully

[*Name of signatory*]

[*Position*]

[*Governance entity/land holding agency*][*delete one*]

## 10 TERMS OF TRANSFER FOR CONTINGENT PROPERTIES

### APPLICATION OF THIS PART

- 10.1 This part applies to the transfer by the Crown to the governance entity of each contingent property under paragraph 9.8.

### TRANSFER

- 10.2 The Crown must transfer the fee simple estate in a contingent property to the governance entity –

10.2.1 subject to, and where applicable with the benefit of, –

- (a) the encumbrances affecting or benefiting the property disclosed under paragraph 9.5 (as they may be varied by a non-material variation, or a material variation entered into under paragraph 10.17.4(a)); and
- (b) any additional encumbrances affecting or benefiting the property entered into by the Crown under paragraph 10.17.4(b).

- 10.3 The Crown must pay any survey and registration costs required to transfer the fee simple estate in a contingent property to the governance entity.

### POSSESSION

- 10.4 Possession of a contingent property must, on the contingent property settlement date for the property, –

10.4.1 be given by the Crown; and

10.4.2 taken by the governance entity; and

10.4.3 be vacant possession subject only to any encumbrances referred to in paragraph 10.2.1 that prevent vacant possession being given and taken.

### SETTLEMENT

- 10.5 Subject to paragraphs 10.6 and 10.37.2, the Crown must provide the governance entity with the following in relation to a contingent property on the contingent property settlement date for that property:

10.5.1 evidence of –

- (a) a registrable transfer instrument; and
- (b) any other registrable instrument required by this deed in relation to the property:



## PROPERTY REDRESS

### 10: TERMS OF TRANSFER FOR CONTINGENT PROPERTIES

- 10.5.2 all contracts and other documents (but not public notices such as proclamations and *Gazette* notices) that create unregistered rights or obligations affecting the registered proprietor's interest in the property after the contingent property settlement date.
- 10.6 If the fee simple estate in the contingent property may be transferred to the governance entity electronically under the relevant legislation, –
- 10.6.1 paragraph 10.5.1 does not apply; and
- 10.6.2 the Crown must ensure its solicitor, –
- (a) a reasonable time before the contingent property settlement date for the property, –
- (i) creates a Landonline workspace for the transfer to the governance entity of the fee simple estate in the property; and
- (ii) prepares, certifies, signs, and pre-validates in the Landonline workspace the transfer instrument, and all other instruments, necessary, to effect the transfer electronically (the **electronic transfer instruments**); and
- (b) on the contingent property settlement date, releases the electronic transfer instruments so that the governance entity's solicitor may submit them for registration under the relevant legislation; and
- 10.6.3 the governance entity must ensure its solicitor, a reasonable time before the contingent property settlement date, certifies and signs the transfer instrument for the property prepared in the Landonline workspace under paragraph 10.6.2(a)(ii); and
- ( 10.6.4 paragraphs 10.6.2 and 10.6.3 are subject to paragraph 10.37.2.
- 10.7 The **relevant legislation** for the purposes of paragraph 10.6 is –
- 10.7.1 the Land Transfer Act 1952; and
- 10.7.2 the Land Transfer (Computer Registers and Electronic Lodgement) Amendment Act 2002.
- 10.8 The Crown must, on the actual contingent property settlement date for a contingent property, provide the governance entity with any key or electronic opener to a gate or door on, and any security code to an alarm for, the property that are held by the Crown.
- 10.9 The transfer value of, or the amount payable by the governance entity for, a contingent property is not affected by –

## PROPERTY REDRESS

### 10: TERMS OF TRANSFER FOR CONTINGENT PROPERTIES

- 10.9.1 a non-material variation, or a material variation entered into under paragraph 10.17.4(a), of a disclosed encumbrance affecting or benefiting the property; or
- 10.9.2 an additional encumbrance affecting or benefiting the property entered into by the Crown under paragraph 10.17.4(b).

### APPORTIONMENT OF OUTGOINGS AND INCOMINGS

- 10.10 If, as at the actual contingent property settlement date for a contingent property, –
  - 10.10.1 the outgoings for the property pre-paid by the Crown for any period after that date exceed the incomings received by the Crown for any period after that date, the governance entity must pay the amount of the excess to the Crown; or
  - 10.10.2 the incomings for the property received by the Crown for any period after that date exceed the outgoings for the property pre-paid by the Crown for any period after that date, the Crown must pay the amount of the excess to the governance entity.
- 10.11 The outgoings for a contingent property for the purposes of paragraph 10.10 do not include insurance premiums and the governance entity is not required to take over from the Crown any contract of insurance in relation to the property.
- 10.12 An amount payable under paragraph 10.10 in relation to a contingent property must be paid on the actual contingent property settlement date for the property.
- 10.13 The Crown must, before the actual contingent property settlement date for a contingent property, provide the governance entity with a written statement calculating the amount payable by the governance entity or the Crown under paragraph 10.10.

### FIXTURES, FITTINGS, AND CHATTELS

- 10.14 The transfer of a contingent property includes all fixtures and fittings that were owned by the Crown, and located on the property, on the first date of the transfer period for that property.
- 10.15 Fixtures and fittings transferred under paragraph 10.15 must not be mortgaged or charged.
- 10.16 The transfer of a contingent property does not include chattels.

### OBLIGATIONS AND RIGHTS DURING THE TRANSFER PERIOD

- 10.17 The Crown must, during the transfer period for a contingent property,–
  - 10.17.1 ensure the property is maintained in substantially the same condition, fair wear and tear excepted, as it was in at the first day of the period; and

## PROPERTY REDRESS

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### 10: TERMS OF TRANSFER FOR CONTINGENT PROPERTIES

10.17.2 pay the charges for electricity, gas, water, and other utilities that the Crown owes as owner of the property, except where those charges are payable by a tenant or occupier to the supplier; and

10.17.3 ensure the Crown's obligations under the **Building Act 2004** are complied with in respect of any works carried out on the property during the period –

(a) by the Crown; or

(b) with the Crown's written authority; and

10.17.4 obtain the prior written consent of the governance entity before –

(a) materially varying a disclosed encumbrance affecting or benefiting the property; or

(b) entering into an encumbrance affecting or benefiting the property; or

(c) procuring a consent, providing a waiver, or giving an approval, that materially affects the property, under the **Resource Management Act 1991** or any other legislation; and

10.17.5 use reasonable endeavours to obtain permission for the governance entity to enter and inspect the property under paragraph 10.18.2 if the governance entity is prevented from doing so by the terms of an encumbrance referred to in paragraph 10.2.

10.18 The governance entity, during the transfer period in relation to a contingent property, –

10.18.1 must not unreasonably withhold or delay any consent sought under paragraph 10.17.4 in relation to the property; and

10.18.2 may enter and inspect the property on one occasion –

(a) after giving reasonable notice; and

(b) subject to the terms of the encumbrances referred to in paragraph 10.2; and

10.18.3 must comply with all reasonable conditions imposed by the Crown in relation to entering and inspecting the property.

### OBLIGATIONS AFTER SETTLEMENT

10.19 The Crown must –

10.19.1 give the relevant territorial authority notice of the transfer of a contingent property immediately after the actual contingent property settlement date for the property; and

## PROPERTY REDRESS

### 10: TERMS OF TRANSFER FOR CONTINGENT PROPERTIES

10.19.2 if it receives a written notice in relation to a contingent property from the Crown, a territorial authority, or a tenant after the actual contingent property settlement date for the property, –

(a) comply with it; or

(b) provide it promptly to the governance entity or its solicitor; or

10.19.3 pay any penalty incurred by the governance entity to the person providing the written notice as a result of the Crown not complying with paragraph 10.19.2.

### RISK AND INSURANCE

10.20 A contingent property is at the sole risk of –

10.20.1 the Crown, until the actual contingent property settlement date for the property; and

10.20.2 the governance entity, from the actual contingent property settlement date for the property.

### DAMAGE AND DESTRUCTION

10.21 Paragraphs 10.20 to 10.30 apply if, before the actual contingent property settlement date for a contingent property, –

10.21.1 the property is destroyed or damaged; and

10.21.2 the destruction or damage has not been made good.

10.22 Paragraph 10.23 applies if the contingent property as a result of the destruction or damage, is not tenable.

10.23 Where this paragraph applies, the governance entity may cancel its transfer by written notice to the Crown.

10.24 Notice under paragraph 10.23 must be given before the actual contingent property settlement date.

10.25 Paragraph 10.26 applies if –

10.25.1 despite the destruction or damage, the contingent property is tenable; or

10.25.2 as a result of the damage or destruction, is not tenable, but its transfer is not cancelled under paragraph 10.23 before the actual contingent property settlement date.

10.26 Where this paragraph applies –

## PROPERTY REDRESS

### 10: TERMS OF TRANSFER FOR CONTINGENT PROPERTIES

10.26.1 the governance entity must complete the transfer of the property in accordance with this deed; and

10.26.2 the Crown must pay the governance entity –

- (a) the amount by which the value of the property has diminished, as at the actual contingent property settlement date for the property, as a result of the destruction or damage;
- (b) plus GST if any.

10.27 The value of the contingent property for the purposes of clause 10.26.2 is to be its transfer value as determined or agreed in accordance with part 9.

10.28 An amount paid by the Crown under paragraph 10.26.2 is a partial refund of the purchase price if it relates to the destruction or damage of a contingent property.

10.29 Each party may give the other notice –

10.29.1 requiring a dispute as to the application of paragraphs 10.23 to 10.28 be determined by an arbitrator appointed by the Arbitrators' and Mediators' Institute of New Zealand; and

10.29.2 referring the dispute to the arbitrator so appointed for determination under the Arbitration Act 1996.

10.30 If a dispute as to the application of paragraphs 10.23 to 10.28 is not determined by the contingent property settlement date, that date is to be –

10.30.1 the fifth business day following the determination of the dispute; or

10.30.2 if an arbitrator appointed under paragraph 10.29 so determines, another date including the original contingent property settlement date.

### BOUNDARIES AND TITLE

10.31 The Crown is not required to point out the boundaries of a contingent property.

10.32 If a contingent property is subject only to the encumbrances referred to in paragraph 10.2, the governance entity –

10.32.1 is to be treated as having accepted the Crown's title to the property as at the actual contingent property settlement date; and

10.32.2 may not make any objections to, or requisitions on, it.

10.33 An error or omission in the description of a contingent property or its title does not annul its transfer.

## PROPERTY REDRESS

### 10: TERMS OF TRANSFER FOR CONTINGENT PROPERTIES

#### FENCING

- 10.34 The Crown is not liable to pay for, or contribute towards, the erection or maintenance of a fence between a contingent property and any contiguous land of the Crown, unless the Crown requires the fence.
- 10.35 Paragraph 10.34 does not continue for the benefit of a purchaser from the Crown of land contiguous to a contingent property.
- 10.36 The Crown may require a fencing covenant to the effect of paragraphs 10.34 and 10.35 to be registered against the title to a contingent property.

#### DELAYED TRANSFER OF TITLE

- 10.37 The Crown covenants for the benefit of the governance entity that it will –
- 10.37.1 arrange for the creation of a computer freehold register for the land of a contingent property for land that –
- (a) is not contained in a computer freehold register; or
  - (b) is contained in a computer freehold register or registers but together with other land; and
- 10.37.2 transfer (in accordance with paragraph 10.5 or 10.6, whichever is applicable) the fee simple estate in a contingent property to which paragraph 10.37.1 applies as soon as reasonably practicable after complying with that paragraph in relation to the property but not later than five years after the settlement date.
- 10.38 If paragraph 10.37.2 applies to a contingent property, and paragraph 10.6 is applicable, the governance entity must comply with its obligations under paragraph 10.6.3 by a date specified by written notice to the Crown.
- 10.39 The covenant given by the Crown under paragraph 10.37 has effect and is enforceable, despite:
- 10.39.1 being positive in effect; and
- 10.39.2 there being no dominant tenement.
- 10.40 If paragraph 10.37 applies then, for the period from the actual contingent property settlement date until the date that the Crown transfers the fee simple estate in the contingent property to the governance entity –
- 10.40.1 the governance entity will be the beneficial owner of the property; and
- 10.40.2 all obligations and rights will be performed and arise as if the fee simple estate had been transferred to the governance entity on the actual contingent property settlement date; and

## PROPERTY REDRESS

### 10: TERMS OF TRANSFER FOR CONTINGENT PROPERTIES

10.40.3 the governance entity may not serve a settlement notice under paragraph 10.44.

#### INTEREST

10.41 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 a purchased contingent property is not paid on the contingent property settlement date –

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

10.41.2 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 contingent property settlement date to the actual contingent property settlement date.

10.42 Paragraph 10.41 is without prejudice to any of the Crown's other rights or remedies available to the Crown at law or in equity.

#### SETTLEMENT NOTICE

10.43 If, without the written agreement of the parties, settlement of a purchased contingent property is not effected on the contingent property settlement date –

10.43.1 either party may at any time after the contingent property settlement date serve notice on the other (a **settlement notice**) requiring the other to effect settlement; but

10.43.2 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

10.43.3 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

10.43.4 time is of the essence under paragraph 10.43.3; and

10.43.5 if the party in default does not comply with the terms of a settlement notice, the other party may cancel the agreement constituted by paragraph 9.5.

10.44 Paragraph 10.42, 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.

## PROPERTY REDRESS

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### 10: TERMS OF TRANSFER FOR CONTINGENT PROPERTIES

#### FURTHER ASSURANCES

- 10.45 Each party must, at the request of the other, sign and deliver any further documents or assurances, and do all acts and things, that the other may reasonably require to give full force and effect to this part.

#### NON-MERGER

- 10.46 On transfer of a contingent property to the governance entity –

10.46.1 the provisions of this part will not merge; and

10.46.2 to the extent any provision of this part has not been fulfilled, it will remain in force.



## 11 NOTICE IN RELATION TO REDRESS AND TAURANGA POLICE STATION IMPROVEMENTS

11.1 If this schedule requires the governance entity or a Ngāti Ranginui entity (as the case may be) to give notice to the Crown in relation to or in connection with a redress property or the Tauranga Police Station Improvements or the Harrisfield Drive property or a Tauranga school site, the governance entity or a Ngāti Ranginui entity (as the case may be) must give the notice in accordance with part 4 of the general matters schedule, except the notice must be addressed to the land holding agency for the property or for the Tauranga Police Station Improvements at its address or facsimile number provided –

11.1.1 in paragraph 11.2; or

11.1.2 if the land holding agency has given notice to the governance entity of a new address or facsimile number, in the most recent notice of a change of address or facsimile number.

11.2 Until any other address or facsimile number of a land holding agency is given by notice to the governance entity, the address of each land holding agency is as follows for the purposes of giving notice to that agency in accordance with this part.

Land holding agency	Address and facsimile number
LINZ	Level 7, Radio New Zealand House 155 The Terrace  PO Box 5501 Wellington  Fax: +64 4 472 2244
Ministry of Justice (Office of Treaty Settlements)	Level 3, The Vogel Centre, 19 Aitken Street SX 10111 Wellington 6140  Fax: +64 4 494 9940
Ministry of Education	National Office, 45-47 Pipitea Street PO Box 1666 Wellington  Fax: +64 4 463 8001
Department of Conservation	Conservation House - Whare Kaupapa Atawhai, 18-32 Manners Street PO Box 10420 Wellington  Fax: +64 4 381 3057
New Zealand Police	PO Box 3017 Wellington  Fax: +64 4 498 7400

PROPERTY REDRESS

11: NOTICE IN RELATION TO REDRESS AND TAURANGA POLICE STATION IMPROVEMENTS

Land holding agency	Address and facsimile number
Ministry for Primary Industries	Pastoral House 25 The Terrace PO Box 2526 Wellington  Fax: +64 4 894 0720

## 12 DEFINITIONS

12.1 In this schedule, unless the context otherwise requires, **party** means each of the governance entity and the Crown.

12.2 In this deed, unless the context otherwise requires, –

**acquired property** has the meaning given to it by paragraph 1.2.1; and

**actual contingent property settlement date**, in relation to a purchased contingent property, means the date on which settlement of the property takes place; and

**actual Tauranga Police Station Improvements settlement date** means the date on which settlement of those Improvements takes place; and

**arbitration commencement date** means, in relation to –

(a) the Tauranga Police Station Improvements, the date a determination is referred to a valuation arbitrator under paragraph 5.20.2; and

(b) a contingent property, the date a determination is referred to a valuation arbitrator under paragraph 9.24.2; and

**arbitration meeting** means the meeting notified by the valuation arbitrator under part 5 or part 9; and

**commencement date** has the meaning given to it in paragraph 5.1; and

**contingent property settlement date**, in relation to a purchased contingent property, means the date that is 20 business days after the Crown receives an effective ACP purchase notice from the governance entity; and

**cost price** has the meaning given to it in paragraph 5.6.1; and

**disclosed encumbrance**, in relation to a commercial redress property, means an encumbrance affecting or benefiting the property that is disclosed in the disclosure information about the property; and

**disclosure information** has the meaning given to it by paragraph 1.2.2; and

**election notice** means a written notice given by the governance entity in electing whether or not to purchase the Tauranga Police Station Improvements; and

**HD settlement date** means the date that is 20 business days after the Crown receives an election notice under paragraph 4A.4; and

**Lessee's improvements**, means the improvements on the property that the lease for the site provides are owned by the Lessee and, in relation to Omokoroa School site, the

## PROPERTY REDRESS

### 12: DEFINITIONS

Part Te Puna School site and the Tauranga school sites, has the meaning given to it in the Crown leaseback for the site; and

**market value**, in relation to the Tauranga Police Station Improvements, has the meaning provided in the valuation instructions in the appendix to part 5; and

**Ngāti Ranginui entity** means a representative entity or a hapū entity to which the governance entity has assigned, in accordance with its constitutional documents, the right to purchase the Tauranga Police Station Improvements; and

**notice of interest**, in relation to the Tauranga Police Station Improvements, means a notice given by the governance entity under paragraph 5.1 of this schedule; and

**notification date**, in relation to the Tauranga Police Station Improvements, means the date that the Crown receives a notice of interest in the Tauranga Police Station Improvements from the Tauranga Police Station landowner; and

**purchased contingent property** means a contingent property to which paragraph 9.8 applies; and

**registered bank** has the meaning given to it by section 2(1) of the Reserve Bank of New Zealand Act 1989; and

**registered valuer** means a person registered as a valuer in accordance with the Valuers' Act 1948; and

**Tauranga Police Station Improvements settlement date** means the date that is 20 business days after the Crown receives an election notice from the Tauranga Police Station landowner electing to purchase the Tauranga Police Station Improvements; and

**terms of transfer** means the terms of transfer set out in part 6 for the commercial redress properties, the Harrisfield Drive property and the Tauranga school sites, part 7 for the Tauranga Police Station land and part 8 for the Tauranga Police Station Improvements; and

**transfer period** means, in relation to –

- (a) a commercial redress property, the period from the date of this deed to the settlement date; and
- (b) the Tauranga Police Station Improvements, the period from the notification date for that property to the actual Tauranga Police Station Improvements settlement date; and

**settlement date** means, in relation to –

- (a) a commercial redress property, the settlement date; and

## PROPERTY REDRESS

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### 12: DEFINITIONS

- (b) the Tauranga Police Station Improvements, the Tauranga Police Station Improvements settlement date for the improvements; and
- (c) an early release commercial property, the settlement date referred to in the sale and purchase agreement for the property; and

**TSS settlement date** means the date that is 40 business days after the settlement date; and

**valuation arbitrator** means the person appointed under paragraph 5.14 or 5.15 in relation to the Tauranga Police Station Improvements or under paragraph 9.16.3 or 9.18 in relation to a contingent property; and

**valuation date**, in relation to the Tauranga Police Station Improvements, means the notification date and, in relation to a contingent property, has the meaning given to it in the valuation instructions for the property.

## 13 EXTRACTS FROM TAPUIKA SETTLEMENT DEED

### **A PART 6 OF THE MAIN BODY OF THE DEED (OPERATIVE CLAUSE)**

6.5 Clause 6.6 applies if, before the final effective date each of the following events has occurred:

6.5.1 the governance entity, Ngā Hapū o Ngāti Ranginui Settlement Trust and Te Tahuhu o Tawakeheimoa Trust 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 be the RRT joint entity that will take the transfer of Puwhenua Forest in accordance with clause 6.6; and

(b) identifying the name of the RRT joint entity; and

6.5.2 the Crown has confirmed in writing to the governance entity, Ngā Hapū o Ngāti Ranginui Settlement Trust and the Te Tahuhu o Tawakeheimoa Trust, that the RRT joint entity is appropriate to receive Puwhenua Forest as redress; and

6.5.3 the RRT joint entity has entered into a deed of covenant with the Crown agreeing to be bound by clause 6.6 as if the RRT joint entity had signed this deed for that purpose; and

6.5.4 Ngā Hapū o Ngāti Ranginui Settlement Trust and the Crown have entered into a deed to amend the Ngāti Ranginui settlement deed to enable the provisions relating to Puwhenua Forest to be included in this deed.

6.6 Clauses 6.2 and 6.3 and part 3 of the general matters schedule apply to Puwhenua Forest, and they apply on the following basis:

6.6.1 as if, in relation to Puwhenua Forest, references to the “governance entity” were references to the RRT joint entity; and

6.6.2 Puwhenua Forest is to be transferred to the RRT joint entity on the date that is the last to occur of all the following dates:

(a) the settlement date;

(b) the Ngāti Ranginui settlement date; and

(c) the Ngāti Rangiwewehi settlement date.

6.7 Clause 6.8 applies from the last date to occur of the three settlement dates specified in clause 6.6.2 if all the events referred to in clause 6.5 have not occurred on that date.

## PROPERTY REDRESS

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### 13: EXTRACTS FROM TAPUIKA SETTLEMENT DEED

#### **PUWHENUA FOREST AS A DEFERRED SELECTION PROPERTY**

- 6.8 Puwhenua Forest is no longer a commercial redress property. Instead, the governance entity has, for two years after the last date to occur of the three settlement dates specified in clause 6.6.2, a right to elect to purchase Puwhenua Forest as a deferred selection property on, and subject to, the terms and conditions in part 6 and 8 of the property redress schedule.

**B PART 6 OF THE GENERAL MATTERS SCHEDULE (DEFINED TERMS)**

**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 of Representatives under this deed, the Ngāti Rangiwewehi settlement deed, and the Ngāti Ranginui settlement deed; and

**governance entity** means the trustees for the time being of the Tapuika Iwi Authority Trust, in their capacity as trustees of the trust; and

**Ngā Hapū o Ngāti Ranginui Settlement Trust**, is the governance entity under the Ngāti Ranginui settlement deed; and

**Ngāti Ranginui settlement date** means the settlement date under the Ngāti Ranginui settlement deed; and

**Ngāti Ranginui settlement deed** means the deed dated 21 June 2012 between Ngā Hapū o Ngāti Ranginui, the Ngāti Ranginui governance entity and the Crown that settles the historical claims of Ngāti Ranginui; and

**Ngāti Rangiwewehi settlement date** means the settlement date under the Ngāti Rangiwewehi settlement deed; and

**Ngāti Rangiwewehi settlement deed** means the deed dated 16 December 2012 between Ngāti Rangiwewehi, Te Tahuhu o Tawakeheimoa and the Crown; and

**Puwhehua Forest** means the commercial redress property described by that name in part 3 of the property redress schedule; and

**RRT joint entity** means the limited liability company referred to in clause 6.5.1, or in paragraphs 6.2 and 6.3 of the property redress schedule; and

**Te Tahuhu o Tawakeheimoa Trust** is the governance entity under the Ngāti Rangiwewehi settlement deed; and

**trustees of the Tapuika Iwi Authority Trust** means the trustees from time to time of that trust; and



**PROPERTY REDRESS**

**13: EXTRACTS FROM TAPUIKA SETTLEMENT DEED**

**C PART 3 OF PROPERTY REDRESS SCHEDULE (LEGAL DESCRIPTION)**

<p>Puwhenua Forest</p>	<p>733.7300 hectares, more or less, being Lots 1 and 2 DPS 85782. All Computer Freehold Register SA68A/370.</p>	<p>Subject to a lease held in balance Computer Interest Register 78908.</p> <p>Subject to a crossing place notice pursuant to Section 91 of the Government Roothing Powers Act 1989 to be registered.</p> <p>Subject to a right of way, right to convey electricity, telecommunications and Computer Media easement marked F and H on LT 459440 to be created.</p> <p>Together with a right of way, right to convey electricity, telecommunications and Computer Media easement marked A, D, F and K on LT 459387 to be created.</p> <p>Together with a right of way, right to convey electricity, telecommunications and Computer Media easement marked A - E, G, and I - P on LT 459440 to be created.</p>	<p>\$332,035 (being 55% of the total value of \$603,700)**</p>	<p>Ministry of Primary Industries</p>	<p><b>No</b></p>
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**PROPERTY REDRESS**

**13: EXTRACTS FROM TAPUIKA SETTLEMENT DEED**

**D PART 6 OF PROPERTY REDRESS SCHEDULE (DETAILED TERMS OF RIGHT TO PURCHASE**

**6. RIGHT TO PURCHASE PUWHENUA FOREST AS A DEFERRED SELECTION PROPERTY**

**PUWHENUA FOREST**

- 6.1 If clause 6.8 applies so that Puwhenua Forest is a deferred selection property:
- 6.1.1 paragraphs 6.2 and 6.3 apply; and
  - 6.1.2 a reference to a deferred selection property in this part 6 is a reference to Puwhenua Forest.
- 6.2 A notice of interest or notice of election to purchase under this part 6 can only be given if one of the following events has occurred:
- 6.2.1 both the Ngāti Ranginui governance entity and Ngāti Rangiwewehi governance entity have notified the Crown in writing that they do not wish to participate in acquiring Puwhenua Forest; or
  - 6.2.2 the governance entity, the Ngāti Ranginui governance entity and the Ngāti Rangiwewehi 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 be the RRT joint entity that will take the transfer of Puwhenua Forest if it is elected for purchase under this part 6; and
    - (b) identifying the name of the RRT joint entity; or
  - 6.2.3 the governance entity, and one only of the Ngāti Ranginui governance entity and the Ngāti Rangiwewehi governance entity, jointly give a notice in writing to the Crown:
    - (a) confirming that they have established a limited liability company under the Companies Act 1993 to be the RRT joint entity that will take the transfer of Puwhenua Forest if it is elected for purchase under this part 6; and
    - (b) identifying the name of the RRT joint entity; and
    - (c) the other governance entity has notified the Crown in writing that it does not wish to participate in acquiring Puwhenua Forest; and
  - 6.2.4 if paragraph 6.2.2 or 6.2.3 applies, the Crown has given notice to those governance entities that the RRT joint entity is appropriate to take the transfer.

## PROPERTY REDRESS

### 13: EXTRACTS FROM TAPUIKA SETTLEMENT DEED

6.3 If paragraph 6.2.2 or 6.2.3 applies, paragraph 6.8.1 and part 9 apply to Puwhenua Forest as if:

6.3.1 the governance entity were entitled to nominate the RRT joint entity to acquire the deferred selection property on its DSP settlement date; and

6.3.2 that nomination had been made.

6.4 If paragraph 6.2.1 applies, paragraph 6.8.1 and Part 9 apply to the governance entity without any amendment.

#### NOTICE OF INTEREST

6.5 The governance entity may, for 2 years after the last date to occur of the three settlement dates specified in clause 6.6.2, give the Crown a written notice of interest in purchasing the deferred selection property.

#### EFFECT OF NOTICE OF INTEREST

6.6 If the governance entity gives, in accordance with this part, a notice of interest in the deferred selection property –

6.6.1 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

6.6.2 the property's transfer value must be determined or agreed in accordance with subpart A of part 8 as a separate valuation property.

#### ELECTION TO PURCHASE

6.7 If the governance entity gives a notice of interest in the deferred selection property in accordance with this part, it must give the Crown written notice of whether or not it elects to purchase the deferred selection 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

6.8 If the governance entity gives an election notice electing to purchase the deferred selection 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 deferred selection property at its transfer value determined or agreed in accordance with part 8, plus GST if any, on the terms in part 9 and under which -

6.8.1 on the DSP settlement date -

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

## PROPERTY REDRESS

### 13: EXTRACTS FROM TAPUIKA SETTLEMENT DEED

- (b) the governance entity must pay to the Crown an amount equal to the transfer value of the deferred selection property determined or agreed in accordance with this part, 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.

#### TIME LIMITS

- 6.9 Time is of the essence for the time limits in paragraphs 6.5 and 6.7.
- 6.10 In relation to the time limits in this part and part 8, other than those referred to in paragraph 6.9, each party must use reasonable endeavours to ensure -
  - 6.10.1 those time limits are met and delays are minimised; and
  - 6.10.2 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.

#### ENDING OF OBLIGATIONS

- 6.11 The Crown's obligations under this deed in relation to the deferred selection property immediately cease if -
  - 6.11.1 the governance entity -
    - (a) does not give notice of interest in relation to the deferred selection property in accordance with paragraph 6.5; or
    - (b) gives notice of interest in relation to the deferred selection property in accordance with paragraph 6.5 but the governance entity -
      - (i) gives an election notice under which it elects not to purchase the deferred selection property; or
      - (ii) does not give an election notice in accordance with paragraph 6.7 electing to purchase the deferred selection property; or
    - (c) gives the Crown written notice that it is not interested in purchasing the deferred selection property at any time before an agreement for the sale and purchase of the deferred selection property is constituted under paragraph 6.8; or
    - (d) does not comply with any obligation in relation to the deferred selection property under subpart A of part 8; or

## PROPERTY REDRESS

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### 13: EXTRACTS FROM TAPUIKA SETTLEMENT DEED

- 6.11.2 an agreement for the sale and purchase of the deferred selection property is constituted under paragraph 6.8 and the agreement is cancelled in accordance with the terms of transfer in part 9.

**E PART 8 OF PROPERTY REDRESS SCHEDULE (VALUATION PROCESS IF PUWHENUA FOREST IS A DSP)**

**8 VALUATION PROCESS**

8.1 In this part **notification** date means, in relation to –

8.1.1 the selected deferred selection property, the date the governance entity gives the Crown the effective notice of interest in relation to that property; and

8.1.2 a selected second right of purchase property, the date the governance entity gave the Crown the effective SRPP notice of interest in relation to that property.

**A DETERMINING THE TRANSFER VALUE OF A SEPARATE VALUATION PROPERTY FOR THE DEFERRED SELECTION PROPERTY OR SELECTED SECOND RIGHT OF PURCHASE PROPERTY**

**APPLICATION OF THIS SUBPART**

8.2 This subpart provides how the transfer value is to be determined after the governance entity has given, in accordance with this part, a notice of interest in the selected deferred selection property or a selected second right of purchase property that is a separate valuation property.

8.3 The market value is to be determined as at the notification date.

**APPOINTMENT OF VALUERS AND VALUATION ARBITRATOR**

8.4 The parties must, not later than 20 business days after the notification date, -

8.4.1 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

8.4.2 agree upon and jointly appoint one person to act as the valuation arbitrator.

8.5 If the parties do not jointly appoint a valuation arbitrator in accordance with paragraph 8.4.2, 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**

8.6 Each valuer must be a registered valuer.

8.7 The valuation arbitrator –

## PROPERTY REDRESS

### 13: EXTRACTS FROM TAPUIKA SETTLEMENT DEED

8.7.1 must be suitably qualified and experienced in determining disputes about the market value of similar properties; and

8.7.2 is appointed when he or she confirms his or her willingness to act.

#### VALUATION REPORTS

8.8 Each valuer must, not later than 50 business days after the notification date, -

8.8.1 prepare a draft valuation report in accordance with the valuation instructions; and

8.8.2 provide a copy of his or her final valuation report to –

(a) each party; and

(b) the other valuer.

#### EFFECT OF DELIVERY REPORTS

8.9 If only one valuation report is delivered by the required date, the market value of the separate valuation property is as assessed in the report.

8.10 If both valuation reports are delivered by the required date, -

8.10.1 the parties must endeavour to agree in writing the transfer value of the separate valuation property; and

8.10.2 either party may, if the transfer value of the separate valuation property 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

8.11 The valuation arbitrator must, not later than 10 business days after the arbitration commencement date, –

8.11.1 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

8.11.2 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

## PROPERTY REDRESS

### 13: EXTRACTS FROM TAPUIKA SETTLEMENT DEED

(b) any other person giving evidence.

8.12 Each party must –

8.12.1 not later than 5pm on the day that is five 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

8.12.2 attend the arbitration meeting with its valuer.

8.13 The valuation arbitrator must –

8.13.1 have regard to the requirements of natural justice at the arbitration meeting; and

8.13.2 no later than 50 business days after the arbitration commencement date, give his or her determination –

(a) of the market value of the separate valuation property; and

(b) being no higher than the higher, and no lower than the lower, assessment of market value, as the case may be, contained in the parties' valuation reports.

8.14 An arbitration under this subpart is an arbitration for the purposes of the Arbitration Act 1996.

#### TRANSFER VALUE

8.15 The transfer value of the separate valuation property for the purposes of paragraph 6.8.1(b) or paragraph 7.8.2(a)(ii) is the transfer value –

8.15.1 determined under paragraph 8.9; or

8.15.2 agreed under paragraph 8.10; or

8.15.3 is the market value determined by the valuation arbitrator under paragraph 8.13.2.



**B GENERAL PROVISIONS**

**DETERMINATION FINAL AND BINDING**

8.16 The valuation arbitrator's determination under subpart A is final and binding.

**COSTS**

8.16.1 In relation to the determination of the transfer value of a separate valuation, each party must pay -

- (a) its costs; and
- (b) half the costs of a valuation arbitration; or
- (c) such other proportion of the costs of a valuation arbitration awarded by the valuation arbitrator as the result of a party's unreasonable conduct.

## PROPERTY REDRESS

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### APPENDIX 1

[*Valuer's name*]

[*Address*]

#### Valuation instructions

##### INTRODUCTION

The Tapuika Iwi Authority Trust (the **governance entity**) has the right under a deed of settlement to purchase properties from [*name*] (the **land holding agency**).

This right is given:

- (a) clauses 6.8 to 6.10 of the deed of settlement; and
- (b) by parts 6 and 7 of the property redress schedule to the deed of settlement.

##### PROPERTY TO BE VALUED

The governance entity has given the land holding agency a notice of interest in purchasing -  
*[describe the property including its legal description]*

##### DEED OF SETTLEMENT

A copy of the deed of settlement is enclosed.

Your attention is drawn to parts 6 and 7.

All references in this letter to subparts or paragraphs are to subparts or paragraphs of parts 6 and 7.

A term defined in the deed of settlement has the same meaning when used in these instructions.

The property is a separate valuation property for the purposes of parts 6 and 7. Subpart A of part 8 applies to the valuation of separate valuation properties.

##### 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*][Tapuika Iwi Authority Trust][~~*delete 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

## PROPERTY REDRESS

### 13: EXTRACTS FROM TAPUIKA SETTLEMENT DEED

(b) by arbitration.

The market value of the property so determined will be the market value at which the governance entity may elect to purchase the property under part 6 or 7, plus GST if any.

#### VALUATION PROCESS

You must -

- (a) before inspecting the property, agree with the other valuer -
  - (i) the valuation method 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 A 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 International Valuation Standards contained in the current edition of the Australia and New Zealand Valuation and Property Standards; and
- (b) to take into account –

## PROPERTY REDRESS

### 13: EXTRACTS FROM TAPUIKA SETTLEMENT DEED

- (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 9 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 Tapuika.

#### 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, 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; 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 A.

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

## PROPERTY REDRESS

### 13: EXTRACTS FROM TAPUIKA SETTLEMENT DEED

#### 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]**

**[Tapuika Iwi Authority Trust/Land holding agency][delete one]**

**F PART 9 OF PROPERTY REDRESS SCHEDULE (TERMS OF TRANSFER)**

**9 TERMS OF TRANSFER FOR TRANSFER PROPERTIES**

**APPLICATION OF THIS PART**

9.1 This part applies to the transfer by the Crown to the governance entity of each of the following properties (a **transfer property**):

9.1.1 each commercial redress property under clause 6.2; and

9.1.2 the purchased deferred selection property, under paragraph 6.8.1; and

9.1.3 any purchased second right of purchase property that is not a commercial redress property.

**TRANSFER**

9.2 The Crown must transfer the fee simple estate in a transfer property to the governance entity -

9.2.1 subject to, and where applicable with the benefit of, -

(a) the disclosed encumbrances affecting or benefiting the property (as they may be varied by a non-material variation, or a material variation entered into under paragraph 9.18.4(a)); and

(b) any additional encumbrances affecting or benefiting the property entered into by the Crown under paragraph 9.18.4(a); and

(c) if the transfer property is a commercial redress property or a second right of purchase property, any encumbrances in relation to that property that the governance entity is required to provide to the Crown on or by the settlement date under clause 6.3.2; and

9.2.2 if the property is a leaseback property, subject to the Crown leaseback in relation to the property.

9.3 The Crown must pay any survey and registration costs required to transfer the fee simple estate in a transfer property to the governance entity.

**POSSESSION**

9.4 Possession of a transfer property must, on the TSP settlement date for the property, -

9.4.1 be given by the Crown; and

## PROPERTY REDRESS

### 13: EXTRACTS FROM TAPUIKA SETTLEMENT DEED

9.4.2 taken by the governance entity; and

9.4.3 be vacant possession subject only to –

- (a) any encumbrances referred to in paragraph 9.2.1 that prevent vacant possession being given and taken; and
- (b) if the property is a leaseback property, the Crown leaseback.

### SETTLEMENT

9.5 Subject to paragraphs 9.6 and 9.39.2, the Crown must provide the governance entity with the following in relation to a transfer property on the TSP settlement date for that property:

9.5.1 evidence of –

- (a) a registrable transfer instrument; and
- (b) any other registrable instrument required by this deed in relation to the property:

9.5.2 all contracts and other documents (but not public notices such as proclamations and *Gazette* notices) that create unregistered rights or obligations affecting the registered proprietor's interest in the property after the TSP settlement date.

9.6 If the fee simple estate in the transfer property may be transferred to the governance entity electronically under the relevant legislation, –

9.6.1 paragraph 9.5.1 does not apply; and

9.6.2 the Crown must ensure its solicitor, –

- (a) a reasonable time before the TSP settlement date for the property, –
  - (i) creates a Landonline workspace for the transfer to the governance entity of the fee simple estate in the property; and
  - (ii) prepares, certifies, signs, and pre-validates in the Landonline workspace the transfer instrument, and all other instruments, necessary, to effect the transfer electronically (the **electronic transfer instruments**); and
- (b) on the TSP settlement date, releases the electronic transfer instruments so that the governance entity's solicitor may submit them for registration under the relevant legislation; and

## PROPERTY REDRESS

### 13: EXTRACTS FROM TAPUIKA SETTLEMENT DEED

- 9.6.3 the governance entity must ensure its solicitor, a reasonable time before the TSP settlement date, certifies and signs the transfer instrument for the property prepared in the Landonline workspace under paragraph 9.6.2(a); and
- 9.6.4 paragraphs 9.6.2 and 9.6.3 are subject to paragraph 9.39.2.
- 9.7 The **relevant legislation** for the purposes of paragraph 9.6 is –
- 9.7.1 the Land Transfer Act 1952; and
- 9.7.2 the Land Transfer (Computer Registers and Electronic Lodgement) Amendment Act 2002.
- 9.8 The Crown must, on the actual TSP settlement date for a transfer property, provide the governance entity with any key or electronic opener to a gate or door on, and any security code to an alarm for, the property that are held by the Crown unless –
- 9.8.1 the property is a leaseback property; and
- 9.8.2 to provide it would be inconsistent with the Crown leaseback.
- 9.9 The transfer value of, or the amount payable by the governance entity for, a transfer property is not affected by –
- 9.9.1 a non-material variation, or a material variation entered into under paragraph 9.18.4(a), of a disclosed encumbrance affecting or benefiting the property; or
- 9.9.2 an additional encumbrance affecting or benefiting the property entered into by the Crown under paragraph 9.18.4(b).

### APPORTIONMENT OF OUTGOINGS AND INCOMINGS

- 9.10 If, as at the actual TSP settlement date for a transfer property,-
- 9.10.1 the outgoings for the property pre-paid by the Crown for any period after that date exceed the incomings received by the Crown for any period after that date, the governance entity must pay the amount of the excess to the Crown; or
- 9.10.2 the incomings for the property received by the Crown for any period after that date exceed the outgoings for the property pre-paid by the Crown for any period after that date, the Crown must pay the amount of the excess to the governance entity.
- 9.11 The outgoings for a transfer property for the purposes of paragraph 9.10 do not include insurance premiums and the governance entity is not required to take over from the Crown any contract of insurance in relation to the property.



## PROPERTY REDRESS

### 13: EXTRACTS FROM TAPUIKA SETTLEMENT DEED

- 9.12 An amount payable under paragraph 9.10 in relation to a transfer property must be paid on the actual TSP settlement date for the property.
- 9.13 The Crown must, before the actual TSP settlement date for a transfer property, provide the governance entity with a written statement calculating the amount payable by the governance entity or the Crown under paragraph 9.10.

#### FIXTURES, FITTINGS, AND CHATTELS

- 9.14 The transfer of a transfer property includes all fixtures and fittings that were owned by the Crown, and located on the property, on the first date of the transfer period for that property.
- 9.15 Paragraph 9.14 does not apply to the Lessee's improvements located on a leaseback property.
- 9.16 Fixtures and fittings transferred under paragraph 9.14 must not be mortgaged or charged.
- 9.17 The transfer of a transfer property does not include chattels.

#### OBLIGATIONS AND RIGHTS DURING THE TRANSFER PERIOD

- 9.18 The Crown must, during the transfer period for a transfer property,-
- 9.18.1 ensure the property is maintained in substantially the same condition, fair wear and tear excepted, as it was in at the first day of the period; and
- 9.18.2 pay the charges for electricity, gas, water, and other utilities that the Crown owes as owner of the property, except where those charges are payable by a tenant or occupier to the supplier; and
- 9.18.3 ensure the Crown's obligations under the Building Act 2004 are complied with in respect of any works carried out on the property during the period –
- (a) by the Crown; or
  - (b) with the Crown's written authority; and
- 9.18.4 obtain the prior written consent of the governance entity before –
- (a) materially varying a disclosed encumbrance affecting or benefiting the property; or
  - (b) entering into an encumbrance affecting or benefiting the property; or
  - (c) procuring a consent, providing a waiver, or giving an approval, that materially affects the property, under the Resource Management Act 1991 or any other legislation; and

## PROPERTY REDRESS

### 13: EXTRACTS FROM TAPUIKA SETTLEMENT DEED

9.18.5 use reasonable endeavours to obtain permission for the governance entity to enter and inspect the property under paragraph 9.19.2 if the governance entity is prevented from doing so by the terms of an encumbrance referred to in paragraph 9.2, but

in the case of a leaseback property these obligations are modified to the extent necessary to ensure they do not add to, or vary, the obligations of the Crown under the Crown leaseback as if it applied during the transfer period.

9.19 The governance entity, during the transfer period in relation to a transfer property, -

9.19.1 must not unreasonably withhold or delay any consent sought under paragraph 9.18.4 in relation to the property; and

9.19.2 may enter and inspect the property on one occasion –

- (a) after giving reasonable notice; and
- (b) subject to the terms of the encumbrances referred to in paragraph 9.2; and

9.19.3 must comply with all reasonable conditions imposed by the Crown in relation to entering and inspecting the property.

#### PRE-TRANSFER OBLIGATIONS IN RELATION TO UNLICENSED LAND

9.20 The Crown must, during the transfer period for the unlicensed land, prudently manage the forest on the land in accordance with the Crown's existing management practices.

#### OBLIGATIONS AFTER SETTLEMENT

9.21 The Crown must –

9.21.1 give the relevant territorial authority notice of the transfer of a transfer property immediately after the actual TSP settlement date for the property; and

9.21.2 if it receives a written notice in relation to a transfer property from the Crown, a territorial authority, or a tenant after the actual TSP settlement date for the property, -

- (a) comply with it; or
- (b) provide it promptly to the governance entity or its solicitor; or

9.21.3 pay any penalty incurred by the governance entity to the person providing the written notice as a result of the Crown not complying with paragraph 9.21.2.

**PROPERTY REDRESS**

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**13: EXTRACTS FROM TAPUIKA SETTLEMENT DEED**

**RISK AND INSURANCE**

9.22 A transfer property is at the sole risk of -

9.22.1 the Crown, until the actual TSP settlement date for the property; and

9.22.2 the governance entity, from the actual TSP settlement date for the property.

**DAMAGE AND DESTRUCTION**

9.23 Paragraphs 9.24 to 9.32 apply if, before the actual TSP settlement date for a transfer property, -

9.23.1 the property is destroyed or damaged; and

9.23.2 the destruction or damage has not been made good.

9.24 Paragraph 9.25 applies if the transfer property is -

9.24.1 a commercial redress property (other than unlicensed land) or

9.24.2 the deferred selection property; or

9.24.3 a second right of purchase property; and

as a result of the destruction or damage, the property is not tenatable.

9.25 Where this paragraph applies, -

9.25.1 the governance entity may cancel its transfer by written notice to the Crown; or

9.25.2 the Crown may cancel its transfer by written notice to the governance entity if the property is a leaseback property.

9.26 Notice under paragraph 9.25 must be given before the actual TSP settlement date.

9.27 Paragraph 9.28 applies if the property is -

9.27.1 unlicensed land; or

9.27.2 a commercial redress property (other than unlicensed land), or the deferred selection property or a second right of purchase property, that -

(a) despite the destruction or damage, is tenatable; or

## PROPERTY REDRESS

### 13: EXTRACTS FROM TAPUIKA SETTLEMENT DEED

- (b) as a result of the damage or destruction, is not tenatable, but its transfer is not cancelled under paragraph 9.25 before the actual TSP settlement date.

9.28 Where this paragraph applies –

9.28.1 the governance entity must complete the transfer of the property in accordance with this deed; and

9.28.2 the Crown must pay the governance entity -

- (a) the amount by which the value of the property has diminished, as at the actual TSP settlement date for the property, as a result of the destruction or damage;
- (b) plus GST if any.

9.29 The value of the property for the purposes of paragraph 9.28.2 is to be –

9.29.1 in the case of a commercial redress property, its transfer value as provided in part 3; or

9.29.2 in the case of the deferred selection property, its transfer value as determined or agreed in accordance with part 8; or

9.29.3 in the case of a second right of purchase property, its transfer value as determined or agreed in accordance with part 8.

9.30 An amount paid by the Crown under paragraph 9.28.2 –

9.30.1 is redress, if it relates to the destruction or damage of a commercial redress property; and

9.30.2 is a partial refund of the purchase price if it relates to the destruction or damage of:

- (a) the deferred selection property; or
- (b) a second right of purchase property.

9.31 Each party may give the other notice -

9.31.1 requiring a dispute as to the application of paragraphs 9.25 to 9.30 be determined by an arbitrator appointed by the Arbitrators' and Mediators' Institute of New Zealand; and

9.31.2 referring the dispute to the arbitrator so appointed for determination under the Arbitration Act 1996.

## PROPERTY REDRESS

### 13: EXTRACTS FROM TAPUIKA SETTLEMENT DEED

- 9.32 If a dispute as to the application of paragraphs 9.25 to 9.30 is not determined by the TSP settlement date, that date is to be the date the parties must comply with their obligations on the transfer of the property.

#### BOUNDARIES AND TITLE

- 9.33 The Crown is not required to point out the boundaries of a transfer property.
- 9.34 If a transfer property is subject only to the encumbrances referred to in paragraph 9.2 and, if the property is a leaseback property, the Crown leaseback, the governance entity -
- 9.34.1 is to be treated as having accepted the Crown's title to the property as at the actual TSP settlement date; and
- 9.34.2 may not make any objections to, or requisitions on, it.
- 9.35 An error or omission in the description of a transfer property or its title does not annul its transfer.

#### FENCING

- 9.36 The Crown is not liable to pay for, or contribute towards, the erection or maintenance of a fence between a transfer property and any contiguous land of the Crown, unless the Crown requires the fence, in which case the provisions of the Fencing Act 1978 will prevail.
- 9.37 Paragraph 9.3.6 does not continue for the benefit of a purchaser from the Crown of land contiguous to a transfer property.
- 9.38 The Crown may require a fencing covenant to the effect of paragraphs 36 and 37 to be registered against the title to a transfer property.

#### DELAYED TRANSFER OF TITLE

- 9.39 The Crown covenants for the benefit of the governance entity that it will –
- 9.39.1 arrange for the creation of a computer freehold register for the land of a transfer property for land that -
- (a) is not contained in a computer freehold register; or
- (b) is contained in a computer freehold register or registers but together with other land; and
- 9.39.2 transfer (in accordance with paragraph 9.5 or 9.6, whichever is applicable) the fee simple estate in a transfer property to which paragraph 9.39.1 applies as soon as reasonably practicable after complying with that

## PROPERTY REDRESS

### 13: EXTRACTS FROM TAPUIKA SETTLEMENT DEED

paragraph in relation to the property but not later than five years after the settlement date.

9.40 If paragraph 9.39.2 applies to a transfer property, and paragraph 9.6 is applicable, the governance entity must comply with its obligations under paragraph 9.6.3 by a date specified by written notice to the Crown.

9.41 The covenant given by the Crown under paragraph 9.39 has effect and is enforceable, despite:

9.41.1 being positive in effect; and

9.41.2 there being no dominant tenement.

9.42 If paragraph 9.39 applies then, for the period from the actual TSP settlement date until the date that the Crown transfers the fee simple estate in the transfer property to the governance entity -

9.42.1 the governance entity will be the beneficial owner of the property; and

9.42.2 all obligations and rights will be performed and arise as if the fee simple estate had been transferred to the governance entity on the actual TSP settlement date; and

9.42.3 the governance entity may not serve a settlement notice under paragraph 9.45.

#### INTEREST

9.43 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 purchased deferred selection property or a purchased second right of purchase property is not paid on the TSP settlement date -

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

9.43.2 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 TSP settlement date to the actual TSP settlement date.

9.44 Paragraph 9.43 is without prejudice to any of the Crown's other rights or remedies available to the Crown at law or in equity.

#### SETTLEMENT NOTICE

9.45 If, without the written agreement of the parties, settlement of the purchased deferred selection property or a purchased second right of purchase property is not effected on the TSP settlement date -

## PROPERTY REDRESS

### 13: EXTRACTS FROM TAPUIKA SETTLEMENT DEED

9.45.1 either party may at any time after the TSP settlement date serve notice on the other (a **settlement notice**) requiring the other to effect settlement; but

9.45.2 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

9.45.3 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

9.45.4 time is of the essence under paragraph 9.45.3; and

9.45.5 if the party in default does not comply with the terms of a settlement notice, the other party may cancel the agreement constituted by paragraph 6.8 or paragraph 7.8.2.

9.46 Paragraph 9.45, 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.

#### **FURTHER ASSURANCES**

9.47 Each party must, at the request of the other, sign and deliver any further documents or assurances, and do all acts and things, that the other may reasonably require to give full force and effect to this part.

#### **NON-MERGER**

9.48 On transfer of a transfer property to the governance entity -

9.48.1 the provisions of this part will not merge; and

9.48.2 to the extent any provision of this part has not been fulfilled, it will remain in force.

#### **PUWHENUA FOREST**

9.49 Paragraphs 9.50 to 9.54 apply if clause 6.6 applies.

9.50 In determining the amount payable under clause 6.1, the Crown must account to the governance entity for 55% of stumpage rental the Crown receives under the Lease during the period commencing on 31 June 2012 and expiring on the date of this deed by deducting that amount from the transfer value of Puwhenua Forest specified in clause 6.1.3.

## PROPERTY REDRESS

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### 13: EXTRACTS FROM TAPUIKA SETTLEMENT DEED

- 9.51 From the date of this deed until the TSP settlement date for Puwhenua Forest the Crown must hold all stumpage fees it receives under the Lease in an interest bearing trust account.
- 9.52 On the TSP settlement date for Puwhenua Forest the Crown must pay to the governance entity 55% of the stumpage fees and interest received less withholding tax.
- 9.53 The Crown agrees that its obligations under this deed (including under part 3 of this schedule) in respect of Puwhenua Forest constitute provisions for the benefit of the RRT joint entity and are intended to be enforceable by the RRT joint entity under section 4 of the Contracts (Privity) Act 1982.
- 9.54 Paragraph 1.3 (disclosure warranty) applies in relation to Puwhenua Forest as if the phrase "governance entity" in the first line were replaced by "the RRT joint entity".



**G PART 11 OF PROPERTY REDRESS SCHEDULE (DEFINITIONS FOR TERMS USED IN PROPERTY REDRESS SCHEDULE)**

**11 DEFINITIONS**

11.1 In this schedule, unless the context otherwise requires, **party** means each of the governance entity and the Crown.

11.2 In this deed, unless the context otherwise requires, -

**acquired property** has the meaning given to it by paragraph 1.2.1; and

**actual TSP settlement date**, in relation to a transfer property, means the date on which settlement of the property takes place; and

**arbitration commencement date**, in relation to the determination of the market value of a separate valuation property, means the date the determination is referred to a valuation arbitrator under paragraph 8.10.2; and

**arbitration meeting**, in relation to the determination of the market value of a separate valuation property, means the meeting notified by the valuation arbitrator under paragraph 8.11.1; and

**available second right of purchase property** means a second right of purchase property in relation to which the Crown has given notice under paragraph 7.2; and

**Crown leaseback** means, in relation to a leaseback commercial redress property, the lease to be entered into by the governance entity and the Crown under clause 6.4; and

**deferred selection property** means, if clause 6.8 applies, Puwhenua Forest; and

**DSP settlement date**, in relation to the purchased deferred selection property, means the date that is 20 business days after the Crown receives an election notice from the governance entity electing to purchase the deferred selection property; and

**election notice** means a written notice given by the governance entity in accordance with paragraph 6.7 electing whether or not to purchase the deferred selection property; and

**effective SRPP notice of interest** means a notice of interest in an available second right of purchase property under paragraph 7.4 that complies with paragraph 7.5; and

**effective SRPP purchase notice** means a notice electing to purchase a selected second right of purchase property under paragraph 7.6 that complies with paragraph 7.7; and

**Lessee's improvements**, in relation to a leaseback property, has the meaning given to it in the Crown leaseback for the property; and

**leaseback commercial redress property** means each property referred to in clause 6.8; and

## PROPERTY REDRESS

### 13: EXTRACTS FROM TAPUIKA SETTLEMENT DEED

**leaseback property** means each leaseback commercial redress property; and

**market value**, in relation to a separate valuation deferred selection property or second right of purchase property, has the meaning provided in the valuation instructions in appendix 1 to part 8; and

**notice of interest**, in relation to the deferred selection property, means a notice given by the governance entity under paragraph 6.5 in relation to the property; and

**notification date** has the meaning given to it in paragraph 8.1; and

**registered bank** has the meaning given to it by section 2(1) of the Reserve Bank of New Zealand Act 1989; and

**registered valuer** means a person registered as a valuer in accordance with the Valuers Act 1948; and

**selected second right of purchase property** means an available second right of purchase property in relation to which an effective SRPP notice of interest has been given; and

**separate valuation property** means the deferred selection property that is to be separately valued or each second right of purchase property that part 5 provides is to be separately valued; and

**settlement notice** has the meaning given to it by paragraph 9.45.1; and

**SRPP settlement date** means in relation to a SRPP property that is not to be transferred as a commercial redress property under paragraph 7.8.2, the date that is 20 business days after the Crown receives an effective SRPP notice from the governance entity electing to purchase the property under paragraph 7.8.2; and

**terms of transfer** means the terms of transfer set out in part 9; and

**transfer property** has the meaning given to it by paragraph 9.1; and

**transfer period** means, in relation to –

- (a) a commercial redress property, the period from the date of this deed to its actual TSP settlement date; and
- (b) the deferred selection property, the period from the date of its notice of election to purchase for that property to its actual TSP settlement date; and
- (c) a second right of purchase property, the period from the date of the effective SRPP purchase notice for that property to its actual TSP settlement date; and

**transfer value**, in relation to the deferred selection property or a second right of purchase property, means the amount payable by the governance entity for the transfer of the property determined or agreed in accordance with part 8; and

## PROPERTY REDRESS

### 13: EXTRACTS FROM TAPUIKA SETTLEMENT DEED

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**TSP settlement date** means, in relation to –

- (a) Puwhenua Forest, if:
  - (i) clause 6.6. applies, the date determined under that clause;
  - (ii) clause 6.8 applies, the DSP settlement date;
- (b) Te Matai Forest (North) and Te Matai Forest (South), the later of the settlement date and the Ngāti Rangiwewehi settlement date; and
- (c) a commercial redress property, the settlement date (as defined in paragraph 6.1 of the general matters schedule); and
- (d) a purchased second right of purchase property that is not a commercial redress property, the SRPP settlement date for the property; and

**valuation arbitrator**, in relation to a separate valuation property, means the person appointed under paragraphs 8.4.2 or 8.5, in relation to the determination of its market value; and

**valuation date**, in relation to the deferred selection property, means the notification date in relation to that property.

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

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**DEED OF SETTLEMENT SCHEDULE:**  
**DOCUMENTS**

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## 1 PROTOCOL

<p><b>A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER FOR ARTS, CULTURE AND HERITAGE REGARDING INTERACTION WITH NGĀTI RANGINUI ON SPECIFIED ISSUES</b></p>
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### 1 INTRODUCTION

- 1.1 Under the Deed of Settlement dated xx between Ngāti Ranginui and the Crown (the “Deed of Settlement”), the Crown agreed that the Minister for Arts, Culture and Heritage (the “Minister”) would issue a protocol (the “Protocol”) setting out how the Minister and the Chief Executive for Manatū Taonga also known as the Ministry for Culture and Heritage (the “Chief Executive”) will interact with the governance entity on matters specified in the Protocol. These matters are:
- 1.1.1 Protocol Area – Part 2
  - 1.1.2 Terms of issue – Part 3
  - 1.1.3 Implementation and communication – Part 4
  - 1.1.4 The role of the Chief Executive under the Protected Objects Act 1975 – Part 5
  - 1.1.5 The role of the Minister under the Protected Objects Act 1975 – Part 6
  - 1.1.6 Effects on Ngāti Ranginui interests in the Protocol Area – Part 7
  - 1.1.7 Registration as a collector of Ngā Taonga Tūturu – Part 8
  - 1.1.8 Board Appointments – Part 9
  - 1.1.9 National Monuments, War Graves and Historical Graves – Part 10
  - 1.1.10 History publications relating to Ngāti Ranginui – Part 11
  - 1.1.11 Cultural and/or Spiritual Practices and professional services – Part 12
  - 1.1.12 Consultation – Part 13
  - 1.1.13 Changes to legislation affecting this Protocol –Part 14
  - 1.1.14 Definitions – Part 15.
- 1.2 For the purposes of this Protocol the governance entity is the body representative of the whānau, hapū, and iwi of Ngāti Ranginui who have an interest in the matters covered under this Protocol. This derives from the status of the governance entity as tangata whenua in the Protocol Area and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.

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### 1: PROTOCOL

- 1.3 Manatū Taonga also known as the Ministry (the Ministry) and the governance entity are seeking a relationship consistent with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The principles of Te Tiriti o Waitangi/the Treaty of Waitangi provide the basis for the relationship between the parties to this Protocol, as set out in this Protocol.
- 1.4 The purpose of the Protected Objects Act 1975 ("the Act") is to provide for the better protection of certain objects by, among other things, regulating the export of Taonga Tūturu, and by establishing and recording the ownership of Ngā Taonga Tūturu found after the commencement of the Act, namely 1 April 1976.
- 1.5 The Minister and Chief Executive have certain roles in terms of the matters mentioned in Clause 1.1. In exercising such roles, the Minister and Chief Executive will provide the governance entity with the opportunity for input, into matters set out in Clause 1.1, as set out in clauses 5 to 11 of this Protocol.

### 2 PROTOCOL AREA

- 2.1 This Protocol applies across the Protocol Area which is identified in the map included in Attachment A of this Protocol together with adjacent waters (the "Protocol Area").

### 3 TERMS OF ISSUE

- 3.1 This Protocol is issued pursuant to section xx of the xxx ("the Settlement Legislation") that implements the Ngāti Ranginui Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.
- 3.2 This Protocol must be read subject to the terms of issue set out in Attachment B.

### 4 IMPLEMENTATION AND COMMUNICATION

- 4.1 The Chief Executive will maintain effective communication with the governance entity by:
  - 4.1.1 maintaining information provided by the governance entity on the office holders of the governance entity and their addresses and contact details;
  - 4.1.2 discussing with the governance entity concerns and issues notified by the governance entity about this Protocol;
  - 4.1.3 as far as reasonably practicable, providing opportunities for the governance entity to meet with relevant Ministry managers and staff;
  - 4.1.4 meeting with the governance entity to review the implementation of this Protocol at least once a year, if requested by either party;
  - 4.1.5 as far as reasonably practicable, training relevant employees within the Ministry on this Protocol to ensure that they are aware of the purpose, content and implications of this Protocol and of the obligations of the Chief Executive under it;
  - 4.1.6 as far as reasonably practicable, inform other organisations with whom it works, central government agencies and stakeholders about this Protocol and provide ongoing information; and

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### 1: PROTOCOL

- 4.1.7 including a copy of the Protocol with the governance entity on the Ministry's website.

## 5 THE ROLE OF THE CHIEF EXECUTIVE UNDER THE ACT

### General

- 5.1 The Chief Executive has certain functions, powers and duties in terms of the Act and will consult, notify and provide information to the governance entity within the limits of the Act. From the date this Protocol is issued the Chief Executive will:

- 5.1.1 notify the governance entity in writing of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Ranginui origin found anywhere else in New Zealand;

- 5.1.2 provide for the care, recording and custody of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Ranginui origin found anywhere else in New Zealand;

- 5.1.3 notify the governance entity in writing of its right to lodge a claim with the Chief Executive for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Ranginui origin found anywhere else in New Zealand;

- 5.1.4 notify the governance entity in writing of its right to apply directly to the Māori Land Court for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Ranginui origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu; and

- 5.1.5 notify the governance entity in writing of any application to the Māori Land Court from any other person for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Ranginui origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu.

### **Ownership of Taonga Tūturu found in Protocol Area or identified as being of Ngāti Ranginui origin found elsewhere in New Zealand**

- 5.2 If the governance entity lodges a claim of ownership with the Chief Executive and there are no competing claims for any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Ranginui origin found anywhere else in New Zealand, the Chief Executive will, if satisfied that the claim is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.
- 5.3 If there is a competing claim or claims lodged in conjunction with the governance entity's claim of ownership, the Chief Executive will consult with the governance entity for the purpose of resolving the competing claims, and if satisfied that a resolution has been agreed to, and is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.



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### 1: PROTOCOL

- 5.4 If the competing claims for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Ranginui origin found anywhere else in New Zealand, cannot be resolved, the Chief Executive at the request of the governance entity may facilitate an application to the Māori Land Court for determination of ownership of the Taonga Tūturu.

#### **Custody of Taonga Tūturu found in Protocol Area or identified as being of Ngāti Ranginui origin found elsewhere in New Zealand**

- 5.5 If the governance entity does not lodge a claim of ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Ranginui origin found elsewhere in New Zealand with the Chief Executive, and where there is an application for custody from any other person, the Chief Executive will:
- 5.5.1 consult the governance entity before a decision is made on who may have custody of the Taonga Tūturu; and
  - 5.5.2 notify the governance entity in writing of the decision made by the Chief Executive on the custody of the Taonga Tūturu.

#### **Export Applications**

- 5.6 For the purpose of seeking an expert opinion from the governance entity on any export applications to remove any Taonga Tūturu of Ngāti Ranginui origin from New Zealand, the Chief Executive will register the governance entity on the Ministry for Culture and Heritage's Register of Expert Examiners.
- 5.7 Where the Chief Executive receives an export application to remove any Taonga Tūturu of Ngāti Ranginui origin from New Zealand, the Chief Executive will consult the governance entity as an Expert Examiner on that application, and notify the governance entity in writing of the Chief Executive's decision.

### **6 THE ROLE OF THE MINISTER UNDER THE PROTECTED OBJECTS ACT 1975**

- 6.1 The Minister has functions, powers and duties under the Act and may consult, notify and provide information to the governance entity within the limits of the Act. In circumstances where the Chief Executive originally consulted the governance entity as an Expert Examiner, the Minister may consult with the governance entity where a person appeals the decision of the Chief Executive to:
- 6.1.1 refuse permission to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand; or
  - 6.1.2 impose conditions on the approval to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand;
- 6.2 The Ministry will notify the governance entity in writing of the Minister's decision on an appeal in relation to an application to export any Taonga Tūturu where the governance entity was consulted as an Expert Examiner.

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### 1: PROTOCOL

#### 7 EFFECTS ON NGĀTI RANGINUI INTERESTS IN THE PROTOCOL AREA

- 7.1 The Chief Executive and governance entity shall discuss any policy and legislative development, which specifically affects Ngāti Ranginui interests in the Protocol Area.
- 7.2 The Chief Executive and governance entity shall discuss any of the Ministry's operational activities, which specifically affect Ngāti Ranginui interests in the Protocol Area.
- 7.3 Notwithstanding paragraphs 7.1 and 7.2 above the Chief Executive and governance entity shall meet to discuss Ngāti Ranginui interests in the Protocol Area as part of the meeting specified in clause 4.1.4.

#### 8 REGISTRATION AS A COLLECTOR OF NGĀ TAONGA TŪTURU

- 8.1 The Chief Executive will register the governance entity as a Registered Collector of Taonga Tūturu.

#### 9 BOARD APPOINTMENTS

- 9.1 The Chief Executive shall:
- 9.1.1 notify the governance entity of any upcoming ministerial appointments on Boards which the Minister for Arts, Culture and Heritage appoints to;
  - 9.1.2 add the governance entity's nominees onto Manatū Taonga/Ministry for Culture and Heritage's Nomination Register for Boards, which the Minister for Arts, Culture and Heritage appoints to; and
  - 9.1.3 notify the governance entity of any ministerial appointments to Boards which the Minister for Arts, Culture and Heritage appoints to, where these are publicly notified.

#### 10 NATIONAL MONUMENTS, WAR GRAVES AND HISTORIC GRAVES

- 10.1 The Chief Executive shall seek and consider the views of the governance entity on any proposed major works or changes to any national monument, war grave or historic grave, managed or administered by the Ministry, which specifically relates to Ngāti Ranginui interests in the Protocol Area.
- 10.2 Subject to government funding and government policy, the Chief Executive will provide for the marking and maintenance of any historic war grave identified by the governance entity, which the Chief Executive considers complies with the Ministry's War Graves Policy criteria; that is, a casualty, whether a combatant or non-combatant, whose death was a result of the armed conflicts within New Zealand in the period 1840 to 1872 (the New Zealand Wars).

#### 11 HISTORY PUBLICATIONS RELATING TO NGĀTI RANGINUI

- 11.1 The Chief Executive shall:

## DOCUMENTS

### 1: PROTOCOL

- 11.1.1 upon commencement of this protocol provide the governance entity with a list and copies of all history publications commissioned or undertaken by the Ministry that relates substantially to Ngāti Ranginui; and
- 11.1.2 where reasonably practicable, consult with the governance entity on any work the Ministry undertakes that relates substantially to Ngāti Ranginui:
- (a) from an early stage;
  - (b) throughout the process of undertaking the work; and
  - (c) before making the final decision on the material of a publication.

11.2 The governance entity accepts that the author, after genuinely considering the submissions and/or views of, and confirming and correcting any factual mistakes identified by the governance entity, is entitled to make the final decision on the material of the historical publication.

### 12 PROVISION OF CULTURAL AND/OR SPIRITUAL PRACTICES AND PROFESSIONAL SERVICES

12.1 When the Chief Executive requests cultural and/or spiritual practices to be undertaken by Ngāti Ranginui within the Protocol Area, the Chief Executive will invite the governance entity to provide such services. Where the Chief Executive has invited the governance entity to provide such services, the Chief Executive will make a contribution, which the Chief Executive considers is reasonable in the circumstances, the amount of which will be discussed with the governance entity at the time of the invitation.

12.2 Where appropriate, the Chief Executive will consider using the governance entity as a provider of professional services relating to cultural advice, historical and commemorative services sought by the Chief Executive.

12.3 The procurement by the Chief Executive of any such services set out in Clauses 12.1 and 12.2 is subject to the Government's Mandatory Rules for Procurement by Departments, all government good practice policies and guidelines, and the Ministry's purchasing policy.

### 13 CONSULTATION

13.1 Where the Chief Executive is required to consult under this Protocol, the basic principles that will be followed in consulting with the governance entity in each case are:

- 13.1.1 ensuring that the governance entity is consulted as soon as reasonably practicable following the identification and determination by the Chief Executive of the proposal or issues to be the subject of the consultation;
- 13.1.2 providing the governance entity with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;
- 13.1.3 ensuring that sufficient time is given for the participation of the governance entity in the decision making process including the preparation of submissions

## DOCUMENTS

### 1: PROTOCOL

by the governance entity in relation to any of the matters that are the subject of the consultation;

13.1.4 ensuring that the Chief Executive will approach the consultation with the governance entity with an open mind, and will genuinely consider the submissions of the governance entity in relation to any of the matters that are the subject of the consultation; and

13.1.5 report back to the governance entity, either in writing or in person, in regard to any decisions made that relate to that consultation.

#### 14 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

14.1 If the Chief Executive consults with Māori generally on policy development or any proposed legislative amendment to the Act that impacts upon this Protocol, the Chief Executive shall:

14.1.1 notify the governance entity of the proposed policy development or proposed legislative amendment upon which Māori generally will be consulted;

14.1.2 make available to the governance entity the information provided to Māori as part of the consultation process referred to in this clause; and

14.1.3 report back to the governance entity on the outcome of any such consultation.

#### 15 DEFINITIONS

15.1 In this Protocol:

**Chief Executive** means the Chief Executive of Manatū Taonga also known as the Ministry for Culture and Heritage and includes any authorised employee of Manatū Taonga also known as the Ministry for Culture and Heritage acting for and on behalf of the Chief Executive

**Crown** means the Sovereign in right of New Zealand and includes, where appropriate, the Ministers and Departments of the Crown that are involved in, or bound by the terms of the Deed of Settlement to participate in, any aspect of the redress under the Deed of Settlement

**Expert Examiner** has the same meaning as in section 2 of the Act and means a body corporate or an association of persons

**Found** has the same meaning as in section 2 of the Act and means:

in relation to any Taonga Tūturu, means discovered or obtained in circumstances which do not indicate with reasonable certainty the lawful ownership of the Taonga Tūturu and which suggest that the Taonga Tūturu was last in the lawful possession of a person who at the time of finding is no longer alive; and 'finding' and 'finds' have corresponding meanings

**governance entity** means the trustees of the Ngā Hapū o Ngāti Ranginui Settlement Trust in their capacity as trustees of that trust

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### 1: PROTOCOL

**Ngā Taonga Tūturu** has the same meaning as in section 2 of the Act and means two or more Taonga Tūturu

**Ngāti Ranginui** has the meaning set out in clause xx of the Deed of Settlement

**Protocol** means a statement in writing, issued by the Crown through the Minister to the governance entity under the Settlement Legislation and the Deed of Settlement and includes this Protocol

**Taonga Tūturu** has the same meaning as in section 2 of the Act and means:

an object that—

- (a) relates to Māori culture, history, or society; and
- (b) was, or appears to have been,—
  - (i) manufactured or modified in New Zealand by Māori; or
  - (ii) brought into New Zealand by Māori; or
  - (iii) used by Māori; and
- (c) is more than 50 years old

**ISSUED** on  
**SIGNED** for and on behalf of **THE SOVEREIGN** in right of  
New Zealand by the Minister for Arts,  
Culture and Heritage:

**WITNESS**

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Name:

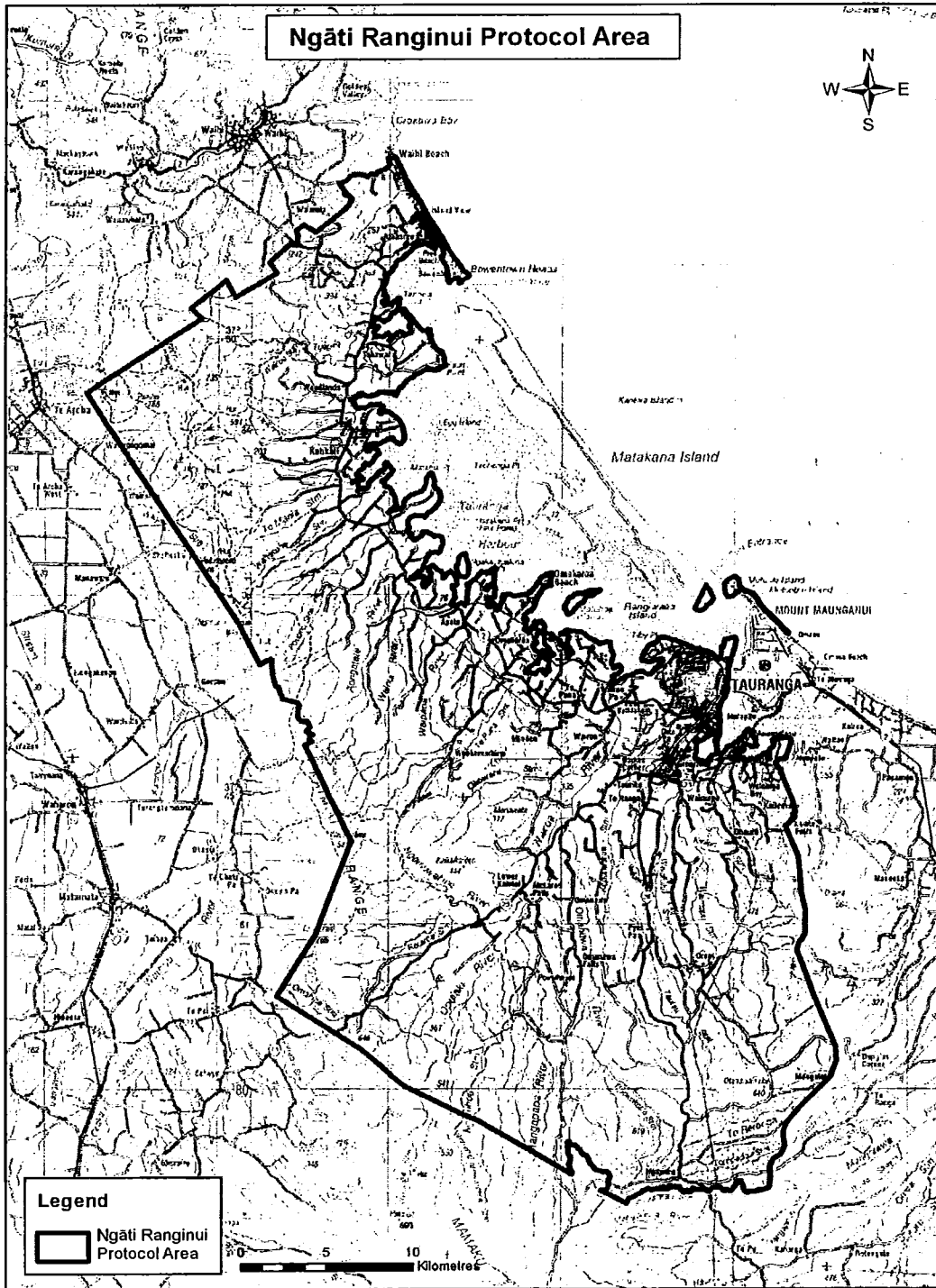
Occupation:

Address:

DOCUMENTS

1. PROTOCOL

ATTACHMENT A  
THE MINISTRY FOR CULTURE AND HERITAGE PROTOCOL AREA



## DOCUMENTS

### 1. PROTOCOL

<b>ATTACHMENT B TERMS OF ISSUE</b>
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This Protocol is issued subject to the provisions of the deed of settlement and the settlement legislation. These provisions are set out below.

#### **1 Provisions of the Deed of Settlement relating to this Protocol**

1.1 The Deed of Settlement provides that [ ].

#### **2 Authority to issue, amend or cancel Protocols**

2.1 Section [ ] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses [ ] of the Deed of Settlement]

#### **3 Protocols subject to rights and obligations**

3.1 Section [ ] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses [ ] of the Deed of Settlement]

3.2 The Deed of Settlement provides that the Protocol does not restrict the ability of the Crown to interact or consult with any person or persons the Crown considers appropriate including, without limitation, any other iwi, hapū, marae, whānau or other representatives of tangata whenua.

#### **4 Noting of Protocols**

4.1 Section [ ] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses [ ] of the Deed of Settlement]

#### **5 Enforceability of Protocols**

5.1 Section [ ] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses [ ] of the Deed of Settlement]

5.2 The provisions included in the Settlement Legislation under clauses [ ] and [ ] of the Deed of Settlement will not apply to any guidelines developed in relation to a Protocol.

#### **6 Limitation of rights**

6.1 Section [ ] of the Settlement Legislation provides that: [Quote the section of the Settlement Legislation included in accordance with clauses [ ] of the Deed of Settlement]

## 2 ENCUMBRANCES

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**2.1 Lease with the Ministry of Education**

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**DOCUMENTS**

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**2: ENCUMBRANCES: LEASE WITH THE MINISTRY OF EDUCATION**

**MINISTRY OF EDUCATION  
TREATY SETTLEMENT LEASE**

**MEMORANDUM OF LEASE** dated [ ]

**LESSOR** [POST-SETTLEMENT GOVERNANCE ENTITY]

**LESSEE** HER MAJESTY THE QUEEN acting by and through the Secretary for Education

- A The purpose of this Lease is to give effect to the signed Deed of Settlement between [claimant group] and the Crown, under which the parties agreed to sell the Land to [POST-SETTLEMENT GOVERNANCE ENTITY] and lease it back to the Crown.
- B The Lessor owns the Land described in Item 1 of Schedule A.
- C The Lessor has agreed to lease the Land to the Lessee on the terms and conditions in this Lease.
- D The Lessor leases to the Lessee the Land from the Start Date, at the Annual Rent, for the Term, with the Rights of Renewal and for the Permitted Use all as described in Schedule A.
- E The Lessee accepts this Lease of the Land to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants as set out in Schedules A and B.

[SIGNED on behalf of the Lessor by]

[SIGNED on behalf of the Lessee by]

## DOCUMENTS

### 2: ENCUMBRANCES: LEASE WITH THE MINISTRY OF EDUCATION

#### SCHEDULE A

**ITEM 1 THE LAND**

[Insert full legal description. Note that improvements are excluded].

**ITEM 2 START DATE**

[Insert start date].

**ITEM 3 ANNUAL RENT**

[\$ ] plus GST per annum payable monthly in advance on the first day of each month with a first payment due on the [Date] day of [Month & Year].

**ITEM 4 TERM OF LEASE**

21 Years.

**ITEM 5 LESSEE OUTGOINGS**

**5.1** Rates and levies payable to any local or territorial authority, excluding any taxes levied against the Lessor in respect of its interest in the Land.

**5.2** All charges relating to the maintenance of any Lessee Improvements (whether of a structural nature or not).

**5.3** The cost of ground maintenance, including the maintenance of playing fields, gardens and planted and paved areas.

**5.4** Maintenance of car parking areas.

**5.5** All costs associated with the maintenance or replacement of any fencing on the Land.

**ITEM 6 PERMITTED USE**

The Permitted Use referred to in clause 9.

**ITEM 7 RIGHT OF RENEWAL**

Perpetual rights of renewal of 21 years each from [Date], and each 21<sup>st</sup> yearly anniversary after that date.

**ITEM 8 RENT REVIEW DATES**

[Date] and 7 yearly after that Date.

**DOCUMENTS**

**2: ENCUMBRANCES: LEASE WITH THE MINISTRY OF EDUCATION**

**ITEM 9 LESSEE’S IMPROVEMENTS**

As defined in clause 1.9 and including the following existing improvements: [List all existing buildings and improvements on the Land together with all playing fields and sub soil works (including stormwater and sewerage drains) built or installed by the Lessee or any agent, contractor or sublessee or licensee of the Lessee on the Land].

**ITEM 10 CLAUSE 16.5 NOTICE**

To: *[Post-Settlement Governance Entity]* (“the Lessor”)

And to: *The Secretary, Ministry of Education, National Office, PO Box 1666, WELLINGTON 6011* (“the Lessee”)

From: *[Name of Mortgagee/Chargeholder]* (“the Lender”)

*The Lender acknowledges that in consideration of the Lessee accepting a lease from the Lessor of all the Land described in the Schedule to the Lease attached to this Notice which the Lender acknowledges will be for its benefit:*

- (i) It has notice of the provisions of clause 16.5 of the Lease; and*
- (ii) It agrees that any Lessee’s Improvements (as defined in the Lease) placed on the Land by the Lessee at any time before or during the Lease shall remain the Lessee’s property at all times; and*
- (iii) It will not claim any interest in any Lessee’s Improvements under the security of its loan during the relevant period no matter how any Lessee’s Improvement may be fixed to the Land and regardless of any rule of law or equity to the contrary or any provisions of its security to the contrary; and*
- (iv) It agrees that this acknowledgement is irrevocable.*

**SCHEDULE**

**[ ]**

\_\_\_\_\_  
[Form of execution by Lender]

\_\_\_\_\_  
[Date]

**DOCUMENTS**

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**2: ENCUMBRANCES: LEASE WITH THE MINISTRY OF EDUCATION**

**ITEM 11      CLAUSE 16.6 NOTICE**

To:                    *[Post-Settlement Governance Entity] ("the Lessor")*

And to:              *The Secretary, Ministry of Education, National Office, PO Box 1666, WELLINGTON 6011 ("the Lessee")*

From                 *[Name of Mortgagee/Chargeholder] ("the Lender")*

*The Lender acknowledges that before it advanced monies to the Lessor under a security ("the Security") given by the Lessor over the Land described in the Schedule to the Lease attached to this Notice) it had notice of and agreed to be bound by the provisions of clause 16.6 of the Lease and that in particular it agrees that despite any provision of the Security to the contrary and regardless of how any Lessee's Improvement is fixed to the Land it:*

- (i) will not claim any security interest in any Lessee's Improvement (as defined in the Lease) at any time; and*
- (ii) acknowledges that any Lessee's Improvements remain the Lessee's property at all times.*

**SCHEDULE**

[

]

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[Form of execution by Lender]

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[Date]

## DOCUMENTS

### 2: ENCUMBRANCES: LEASE WITH THE MINISTRY OF EDUCATION

#### SCHEDULE B

##### 1 Definitions

1.1 The term "Lessor" includes and binds:

- (a) the persons executing this Lease as Lessor; and
- (b) any Lessor for the time being under the Lease; and
- (c) all the respective executors, administrators, successors, assignees and successors in the title of each Lessor and if more than one jointly and severally.

1.2 The term "Lessee" includes and binds:

- (a) the person executing this Lease as Lessee; and
- (b) all the Lessees for the time being under the Lease; and
- (c) all the respective executors, administrators, successors, assignees and successors in the title of each Lessee and if more than one jointly and severally.

1.3 "Business Day" means a day that is not:

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

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

1.5 "Crown Body" means:

- (a) a Crown entity (as defined by section 7(1) of the Crown Entities Act 2004); and
- (b) a State enterprise (as defined in section 2 of the State-Owned Enterprises Act 1986); and
- (c) the New Zealand Railways Corporation; and
- (d) a company or body that is wholly owned or controlled by one or more of the following:
  - (i) the Crown;
  - (ii) a Crown entity;
  - (iii) a State enterprise;
  - (iv) the New Zealand Railways Corporation; and

## DOCUMENTS

### 2: ENCUMBRANCES: LEASE WITH THE MINISTRY OF EDUCATION

- (e) a subsidiary of, or related company to, a company or body referred to in clause 1.5(d).
- 1.6 "Department" has the meaning given in section 2 of the Public Finance Act 1989.
- 1.7 "Education Purposes" means any or all lawful activities necessary for, or reasonably related to, the provision of education.
- 1.8 "Legislation" means any applicable statute (including regulations, orders, rules or notices made under that statute and all amendments to or replacements of that statute), and all bylaws, codes, standards, requisitions or notices made or issued by any lawful authority.
- 1.9 "Lessee's Improvements" means all improvements on the Land of any kind including buildings, sealed yards, paths, lawns, gardens, fences, playing fields, subsoil works (including stormwater and sewerage drains) and other property of any kind built or placed on the Land by the Lessee or any agent or sub-lessee or licensee of the Lessee whether before or after the Start Date of this Lease and includes those listed in Item 9 of Schedule A.
- 1.10 "Lessee's property" includes property owned wholly or partly by a sublessee or licensee of the Lessee.
- 1.11 "Maintenance" includes repair.
- 1.12 "Public Work" has the meaning given in section 2 of the Public Works Act 1981.
- 1.13 "Sublet" and "Sublease" include the granting of a licence to occupy the Land or part of it.

### 2 Payment of Annual Rent

- 2.1 The Lessee will pay the Annual Rent as set out in Item 3 of Schedule A.
- 2.2 The initial Annual Rent payable at the Start Date will be set at 6% of the Transfer Value of the Land.
- 2.3 The Transfer Value of the Land is equivalent to the market value of the Land exclusive of improvements less 20%.

### 3 Rent Review

When a party initiates the rent review process as set out in clause 3.5:

- 3.1 The proposed Annual Rent will be calculated on the basis of an Annual Rent of 6% of the lesser of:
- (a) the Current Market Value of the Land as a School Site, as defined in clause 3.2;  
or
- (b) the Nominal Value being:

## DOCUMENTS

### 2: ENCUMBRANCES: LEASE WITH THE MINISTRY OF EDUCATION

- (i) during the initial Term: a value based on 3.5% growth per annum of the Transfer Value of the Land; or
  - (ii) for subsequent Terms: a value based on 3.5% growth per annum of the reset Nominal Value as calculated in clause 3.4.
- 3.2 The Current Market Value of the Land as a School Site referred to in clause 3.1(a) above is equivalent to the market value of the Land exclusive of improvements based on highest and best use less 20%.
- 3.3 In any rent review under this Lease the highest and best use on which the Annual Rent is based is to be calculated on the zoning for the Land in force at the beginning of that Term.
- 3.4 A new value for the Nominal Value will be reset to the midpoint between the two values set out in 3.1(a) and whichever of (b)(i) or (b)(ii) is applicable:
  - (a) at the start date of every new Term; and
  - (b) at any Rent Review Date where the Nominal Value has been consistently either higher than the market value for the three consecutive Rent Review Dates or Lease renewal dates, or lower than the market value for the three consecutive Rent Review Dates or Lease renewal dates.
- 3.5 The rent review process will be as follows:
  - (a) At any time during the period which starts three months before any Rent Review Date and ends one year after any Rent Review Date (time being of the essence) either party may give written notice to the other specifying a new Annual Rent, calculated in accordance with clause 3.1, which the notifying party considers should be charged from that Rent Review Date ("Rent Review Notice"). The Rent Review Notice must be supported by a registered valuer's certificate.
  - (b) If the notified party accepts the notifying party's assessment in writing the Annual Rent will be the rent specified in the Rent Review Notice which will be payable in accordance with step (l) below.
  - (c) If the notified party does not agree with the notifying party's assessment it has 30 Business Days after it receives the Rent Review Notice to issue a notice disputing the proposed new rent ("the Dispute Notice"), in which case the steps set out in (d) to (k) below must be followed. The Dispute Notice must specify a new Annual Rent, calculated in accordance with clause 3.1, which the notified party considers should be charged from that Rent Review Date, and be supported by a registered valuer's certificate.
  - (d) Until the new rent has been determined or agreed, the Lessee will continue to pay the Annual Rent at the existing amount which had been payable up to the Rent Review Date.
  - (e) The parties must try to agree on a new Annual Rent.



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### 2: ENCUMBRANCES: LEASE WITH THE MINISTRY OF EDUCATION

- (f) If a new Annual Rent has not been agreed within 20 Business Days of the receipt of the Dispute Notice then the new Annual Rent may be determined either:
  - (i) by one party giving written notice to the other requiring the new Annual Rent to be determined by arbitration; or
  - (ii) if the parties agree, by registered valuers acting as experts and not as arbitrators as set out in steps (g) to (k) below.
- (g) Within 10 Business Days of receipt of the written notice each party will appoint a valuer and give written notice of the appointment to the other party. If the party receiving a notice fails to appoint a valuer within the 10 Business Day period then the valuer appointed by the other party will determine the new Annual Rent and that determination will be binding on both parties.
- (h) Within 10 Business Days of their appointments the two valuers must appoint an umpire who must be a registered valuer. If the valuers cannot agree on an umpire they must ask the president of the Property Institute of New Zealand Incorporated (or equivalent) to appoint an umpire.
- (i) Once the umpire has been appointed the valuers must try to determine the new Annual Rent by agreement. If they fail to agree within 40 Business Days (time being of the essence) the Annual Rent will be determined by the umpire.
- (j) Each party will have the opportunity to make written or verbal representations to the umpire within the period, and on the conditions, set by the umpire.
- (k) When the rent has been determined or agreed, the umpire or valuers must give written notice of it to the parties. The parties will each pay their own valuer's costs and will share the umpire's costs equally between them.
- (l) Once the new rent has been agreed or determined it will be the Annual Rent from the Rent Review Date or the date of the notifying party's notice if that notice is given later than 60 Business Days after the Rent Review Date.
- (m) The rent review provisions may be varied by the parties by agreement and must be recorded in a variation of this Lease.

#### 4 Payment of Lessee Outgoings

During the Term of this Lease the Lessee must pay the Lessee Outgoings specified in Item 5 of Schedule A directly to the relevant person.

#### 5 Valuation Roll

Where this Lease is registered under section 115 of the Land Transfer Act 1952 the Lessee will be entered in the rating information database and the district valuation roll as the ratepayer for the Land and will be responsible for payment of any rates.

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### 2: ENCUMBRANCES: LEASE WITH THE MINISTRY OF EDUCATION

#### 6 Utility Charges

- 6.1 The Lessee must promptly pay to the relevant authority or supplier all utility charges including water, sewerage, drainage, electricity, gas, telephone and rubbish collection which are separately metered or charged in respect of the Land.
- 6.2 If any utility or service is not separately charged in respect of the Land then the Lessee will pay a fair and reasonable proportion of the charges.
- 6.3 If required to do so by the Lessor or any territorial or local authority the Lessee must at its own expense install any meter necessary to assess the charges for any utility or other service supplied to the Land.

#### 7 Goods and Services Tax

The Lessee will pay the Lessor on demand the goods and services tax (GST) payable by the Lessor in respect of the Annual Rent and other payments payable by the Lessee under this Lease.

#### 8 Interest

If the Lessee fails to pay within 10 Business Days any amount payable to the Lessor under this Lease (including rent) the Lessor may charge the Lessee interest at the maximum rate of interest from time to time payable by the Lessor to its principal banker for an overdraft facility plus a margin of 4% per annum accruing on a daily basis from the due date for payment until the Lessee has paid the overdue amount. The Lessor is entitled to recover this interest as if it were rent in arrears.

#### 9 Permitted Use of Land

The Land may be used for Education Purposes, and/or any other Public Work, including any lawful secondary or incidental use.

#### 10 Designation

The Lessor consents to the Lessee requiring a designation or designations under the Resource Management Act 1991 for the purposes of the Permitted Use and maintaining that designation or those designations for the Term of this Lease.

#### 11 Compliance with Law

The Lessee must at its own cost comply with the provisions of all relevant Legislation.

#### 12 Hazards

- 12.1 The Lessee must take all reasonable steps to minimise or remedy any hazard arising from the Lessee's use of the Land and ensure that any hazardous goods are stored or used by the Lessee or its agents on the Land in accordance with all relevant Legislation.
- 12.2 Subject to clause 13.1, in the event the state of the Land is altered by any natural event including flood, earthquake, slip or erosion the Lessor agrees at its own cost to

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### 2: ENCUMBRANCES: LEASE WITH THE MINISTRY OF EDUCATION

promptly address any hazards for the protection of occupants of the site and to remediate any hazards as soon as possible.

#### 13 Damage or Destruction

- 13.1 If as the result of a natural event the Land is destroyed, altered or damaged so significantly that it is no longer suitable for the Permitted Use, then the Term will immediately terminate, provided that any termination under this clause will be without prejudice to the rights of either party against the other.
- 13.2 If the Land is damaged or altered but not so significantly that it is no longer suitable for the Permitted Use the parties may renegotiate in good faith the Annual Rent payable under this Lease and may agree to suspend the parties' obligations under this Lease for an agreed period.

#### 14 Contamination

- 14.1 When this Lease ends the Lessee agrees to remedy any Contamination caused by the use of the Land by the Lessee or its agents during the Term of the Lease by restoring the Land to a standard reasonably fit for human habitation.
- 14.2 Under no circumstances will the Lessee be liable for any Contamination on or about the Land which is caused by the acts or omissions of any other party, including the owner or occupier of any adjoining land.
- 14.3 In this clause "Contamination" means any change to the physical, biological, or chemical condition of the Land by a Contaminant and "Contaminant" has the meaning set out in section 2 of the Resource Management Act 1991.

#### 15 Easements

- 15.1 The Lessee may without the Lessor's consent conclude (on terms no more favourable than this Lease) all easements or other rights and interests over or for the benefit of the Land which are necessary for, or incidental to, either the Permitted Use or to any permitted alterations or additions to the Lessee's Improvements and the Lessor agrees that it will execute any documentation reasonably required to give legal effect to those rights.
- 15.2 The Lessee agrees to take all steps necessary to remove at the Lessor's request at the end of the Lease any easement or other burden on the title which may have been granted after the Start Date of the Lease.
- 15.3 The Lessor must not cancel, surrender or modify any easements or other similar rights or interests (whether registered or not) which are for the benefit of or appurtenant to the Land without the prior written consent of the Lessee.

#### 16 Lessee's Improvements

- 16.1 The parties acknowledge that despite any rule of law or equity to the contrary, the intention of the parties as recorded in the Deed of Settlement is that ownership of improvements whether or not fixed to the land will remain unaffected by the sale of the Land, so that throughout the Term of this Lease all Lessee's Improvements will remain the Lessee's property.

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### 2: ENCUMBRANCES: LEASE WITH THE MINISTRY OF EDUCATION

- 16.2 The Lessee or its agent or sub-lessee or licensee may build or alter Lessee's Improvements without the Lessor's consent where necessary for, or incidental to, the Permitted Use. For the avoidance of doubt, this clause extends to Lessee's Improvements owned (wholly or partly) or occupied by third parties provided that all necessary consents are obtained.
- 16.3 The Lessee acknowledges that the Lessor has no maintenance obligations for any Lessee's Improvements.
- 16.4 If any Lessee's Improvements are destroyed or damaged, the Lessee may decide whether or not to reinstate without consulting the Lessor and any insurance proceeds will be the Lessee's property.
- 16.5 If the Land is subject to any mortgage or other charge at the Start Date, the Lessor will give the Lessee written acknowledgment of all existing mortgagees or chargeholders in the form prescribed in Schedule A Item 10 and executed by the mortgagees or chargeholders. The Lessor acknowledges that the Lessee is not required to execute this Lease until the provisions of this subclause have been fully satisfied.
- 16.6 If the Lessor proposes to grant any mortgage or charge after the Start Date it must first have required any proposed mortgagee or chargeholder to execute the written acknowledgment prescribed in Schedule A Item 11. The Lessor agrees not to grant any mortgage or charge until the provisions of this clause have been satisfied and to deliver executed originals of those acknowledgments to the Lessee within three Business Days from the date of their receipt by the Lessor.
- 16.7 The Lessee may demolish or remove any Lessee's Improvements at any time during the Lease Term without the consent of the Lessor provided that the Lessee reinstates the Land to a tidy and safe condition which is free from Contamination in accordance with clause 14.
- 16.8 When this Lease ends the Lessee may remove any Lessee's Improvements from the Land without the Lessor's consent.
- 16.9 The Lessee agrees that it has no claim of any kind against the Lessor in respect of any Lessee's Improvements or other Lessee's property left on the Land after this Lease ends and that any such Lessee's property shall at that point be deemed to have become the property of the Lessor.

#### **17 Rubbish Removal**

The Lessee agrees to remove at its own cost all rubbish from the Land and to keep any rubbish bins tidy.

#### **18 Signs**

The Lessee may display any signs which relate to the Permitted Use without the Lessor's consent. The Lessee must remove all signs at the end of the Lease.

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### 2: ENCUMBRANCES: LEASE WITH THE MINISTRY OF EDUCATION

#### 19 Insurance

- 19.1 The Lessee is responsible for insuring or self insuring any Lessee's Improvements on the Land.
- 19.2 The Lessee must ensure that any third party which is not the Crown or a Crown Body permitted to occupy part of the Land has adequate insurance at its own cost against all public liability.

#### 20 Fencing

- 20.1 The Lessee acknowledges that the Lessor is not obliged to build or maintain, or contribute towards the cost of, any boundary fence between the Land and any adjoining land.
- 20.2 If the Lessee considers it reasonably necessary for the purposes of the Permitted Use it may at its own cost fence the boundaries of the Land.

#### 21 Quiet Enjoyment

- 21.1 If the Lessee pays the Annual Rent and complies with all its obligations under this Lease, it may quietly enjoy the Land during the Lease Term without any interruption by the Lessor or any person claiming by, through or under the Lessor.
- 21.2 The Lessor may not build on the Land or put any improvements on the Land without the prior written consent of the Lessee.

#### 22 Assignment

- 22.1 Provided that the Land continues to be used for Education Purposes, the Lessee has the right to assign its interest under the Lease without the Lessor's consent to:
- (a) any Department or Crown Body; or
  - (b) any other party provided that the assignment complies with the Education Act 1989 and the Public Works Act 1981 (if applicable).
- 22.2 If the Lessee wishes to assign the Lease to any party for any Permitted Use which is not an Education Purpose it must first seek the Lessor's consent (which will not be unreasonably withheld).
- 22.3 Without limiting clause 22.1, the Lessor agrees that the Lessee has the right to nominate any Department to exercise for Education Purposes the rights and obligations in respect of the Lessee's interest under this Lease and that this will not be an assignment for the purposes of clause 22 or a subletting for the purposes of clause 23.
- 22.4 If following assignment the Land will no longer be used for Education Purposes the Lessor and new Lessee may renegotiate in good faith the provision setting the value of the land for rent review purposes, being clause 3.2 of this Lease.

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#### 23 Subletting

The Lessee may without the Lessor's consent sublet to:

- (a) any Department or Crown Body; or
- (b) any other party provided that the sublease complies with the Education Act 1989 and the Public Works Act 1981 (if applicable).

#### 24 Occupancy by School Board of Trustees

- 24.1 The Lessee has the absolute right to sublet to or otherwise permit a school board of trustees to occupy the Land on terms and conditions set by the Lessee from time to time in accordance with the Education Act 1989 and otherwise consistent with this Lease.
- 24.2 The Lessor agrees that the covenant for quiet enjoyment contained in clause 21 extends to any board of trustees occupying the Land.
- 24.3 A board of trustees occupying the Land has the right to sublet or license any part of the Land or the Lessee's Improvements to any third party in accordance with the Education Act 1989 and any licence or lease to any third party existing at the Start Date of this Lease will continue in effect until that licence or lease ends.

#### 25 Lessee Break Option

The Lessee may at any time end this Lease by giving not less than six months' notice in writing to the Lessor. At the end of the notice period the Lease will end and the Lessee will pay a further 12 months' rent to the Lessor, who agrees to accept that sum in full and final satisfaction of all claims, loss and damage which the Lessor could otherwise claim because the Lease has ended early, but without prejudice to any right or remedy available to the Lessor as a consequence of any breach of this Lease by the Lessee which occurred before the Lease ended.

#### 26 Breach

Despite anything else in this Lease, the Lessor agrees that, if the Lessee breaches any terms or conditions of this Lease, the Lessor must not in any circumstances cancel this Lease or re-enter into possession but may seek such other remedies which are lawfully available to it.

#### 27 Notice of Breach

- 27.1 Despite anything expressed or implied in this Lease, the Lessor will not exercise its rights under clause 26 unless the Lessor has first given the Lessee written notice of the breach on which the Lessor relies and given the Lessee an opportunity to remedy the breach as provided below:
  - (a) by paying the Lessor all money necessary to remedy the breach within 20 Business Days of the notice; or
  - (b) by undertaking in writing to the Lessor within 20 Business Days of the notice to remedy the breach and then remedying it within a reasonable time; or

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### 2: ENCUMBRANCES: LEASE WITH THE MINISTRY OF EDUCATION

- (c) by paying to the Lessor within 60 Business Days of the notice compensation to the reasonable satisfaction of the Lessor in respect of the breach having regard to the nature and extent of the breach.

27.2 If the Lessee remedies the breach in one of the ways set out above the Lessor will not be entitled to rely on the breach set out in the notice to the Lessee and this Lease will continue as if no such breach had occurred.

#### **28 Renewal**

28.1 If the Lessee has performed its obligations under this Lease the Lessor agrees that the Lease will automatically be renewed in perpetuity every 21 years beginning with the 21st anniversary of the Start Date for a further 21 year period unless the Lessee gives written notice to the Lessor at least six months before the expiry of the current Lease Term that it does not wish the Lease to be renewed.

28.2 The renewed lease will be on the terms and conditions expressed or implied in this Lease, including this right of renewal, provided that either party may initiate the rent review process in accordance with clause 3.

#### **29 Right of First Refusal for Lessor's Interest**

29.1 If at any time during the Lease Term the Lessor wishes to sell or transfer its interest in the Land the Lessor must immediately give written notice (Lessor's Notice) to the Lessee setting out the terms on which the Lessor wishes to sell the Land and offering to sell it to the Lessee on those terms.

29.2 The Lessee has 60 Business Days after and excluding the date of receipt of the Lessor's Notice (time being of the essence) in which to exercise the Lessee's right to purchase the Land, by serving written notice on the Lessor (Lessee's Notice) accepting the offer contained in the Lessor's Notice.

29.3 If the Lessee does not serve the Lessee's Notice on the Lessor in accordance with clause 29.2 the Lessor may sell or transfer the Lessor's interest in the Land to any person on no more favourable terms than those previously offered to the Lessee.

29.4 If the Lessor wishes to offer more favourable terms for selling or transferring the Lessor's interest in the Land than the terms contained in the Lessor's Notice, the Lessor must first re-offer its interest in the Land to the Lessee on those terms by written notice to the Lessee and clauses 29.1–29.4 (inclusive) will apply and if the re-offer is made within six months of the Lessor's Notice the 60 Business Days period must be reduced to 30 Business Days.

29.5 The Lessor may dispose of the Lessor's interest in the Land to a fully owned subsidiary of the Lessor or to a hapū entity as defined under the deed of settlement of historical claims for Ngāti Ranginui and in either case the consent of the Lessee is not required and the Lessee's right to purchase the land under clause 29 will not apply.

#### **30 Entire Agreement**

This Lease sets out the entire agreement between the parties in relation to the Land and any variation to the Lease must be recorded in writing and executed in the same way as this Lease.

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### 2: ENCUMBRANCES: LEASE WITH THE MINISTRY OF EDUCATION

#### 31 Disputes

The parties will try to resolve all disputes by negotiations in good faith. If negotiations are not successful, the parties will refer the dispute to the arbitration of two arbitrators (one to be appointed by each party) and an umpire (to be appointed by the arbitrators before arbitration) in accordance with the Arbitration Act 1996.

#### 32 Service of Notices

32.1 Notices given under this Lease by the Lessor must be served on the Lessee by hand delivery or by registered mail addressed to:

The Secretary for Education  
Ministry of Education  
PO Box 1666  
WELLINGTON 6011

32.2 Notices given under this Lease by the Lessee must be served on the Lessor by hand delivery or by registered mail addressed to:

Ngā Hapū o Ngāti Ranginui Settlement Trust  
Old Tauranga Post Office Building  
51 Willow Street  
PO Box 2230  
TAURANGA

32.3 Hand delivered notices will be deemed to be served at the time of delivery. Notices sent by registered mail will be deemed to be served two Business Days after posting.

#### 33 Registration of Lease

The parties agree that the Lessee may at its expense register this Lease under the Land Transfer Act 1952. The Lessor agrees to make title available for that purpose and consents to the Lessee caveating title to protect its interest in the Lease before registration.

#### 34 Costs

The parties will pay their own costs relating to the negotiation, preparation and execution of this Lease and any renewal, variation or surrender of the Lease.



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2: ENCUMBRANCES: LEASE WITH THE MINISTRY OF EDUCATION

LESSOR:

LESSEE:

HER MAJESTY THE QUEEN  
acting by and through the Secretary for Education

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MEMORANDUM OF LEASE  

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(

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THE SECRETARY FOR EDUCATION  
MINISTRY OF EDUCATION  
NATIONAL OFFICE  
WELLINGTON

**2.2 Memorandum of Lease with the New Zealand Police**

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2: ENCUMBRANCES: MEMORANDUM OF LEASE WITH THE NEW ZEALAND POLICE

MEMORANDUM OF LEASE

PARTIES:

- (1) [insert names of trustees of **NGĀ HAPŪ o NGĀTI RANGINUI SETTLEMENT TRUST**] (Lessor)
- (2) **HER MAJESTY THE QUEEN** acting by and through the **COMMISSIONER OF POLICE** (Lessee)

**THE LESSOR DOES HEREBY LEASE TO THE LESSEE and THE LESSEE DOES TAKE ON LEASE** the Land for the term and at the rental set out in the Reference Schedule and subject to the covenants, conditions, agreements and restrictions set out in this Lease which comprises the Schedule of Terms, the Reference Schedule and the Schedule of Land.

( **IN WITNESS WHEREOF** these presents have been executed this            day of            2\_\_

(Being the date of Settlement)

Signed for and on behalf of)

**NGĀ HAPŪ o NGĀTI RANGINUI SETTLEMENT TRUST)**

in the presence of:)

Signed for and on behalf of)

**HER MAJESTY THE QUEEN)**

acting by and through the)

**COMMISSIONER OF POLICE)**

in the presence of :)

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### 2: ENCUMBRANCES: MEMORANDUM OF LEASE WITH THE NEW ZEALAND POLICE

#### THE REFERENCE SCHEDULE

##### ITEM 1: LESSOR PARTICULARS:

Ngā Hapū o Ngāti Ranginui Settlement Trust  
Old Tauranga Post Office Building  
51 Willow Street  
PO Box 2230  
TAURANGA

Fax: TBC

Telephone: TBC

Contact Person: Te Pio Kawe

##### ITEM 2: LESSEE PARTICULARS:

Name: Her Majesty the Queen acting by and through the Commissioner of Police Address:  
New Zealand Police, National Property Office, P.O. Box 3017, Wellington Fax: (04) 4987415  
Telephone: (04) 474 9473 Contact person: National Property Manager

##### ITEM 3: LAND:

All that parcel of land containing all that parcel of land containing 0.2604 hectares, more or less, being Lot 1 DP 440267 all Computer Freehold Register 561801 (South Auckland Land District) located at 15 Monmouth Street Tauranga being the Tauranga Police Station.

**ITEM 4: TERM:** 12 years.

**ITEM 5: FURTHER TERMS:** Perpetual right to renew every ten (10) years.

**ITEM 6: RENEWAL DATES:** Each tenth (10) year anniversary from the date of commencement.

**ITEM 7: ANNUAL RENT:** plus GST

**ITEM 8: DATE OF COMMENCEMENT:** The date of the Settlement

**ITEM 9: REVIEW DATES:** Every five (5) years from commencement date.

**ITEM 10: PERMITTED USE:** For Police purposes and any permitted activity under the relevant Regional and District Plans or use permitted under any resource consent held in respect of the Land.

#### THE SCHEDULE OF TERMS

##### 1 Interpretation

1.1 For the purpose of the interpretation or construction of this Lease unless the context provides otherwise:

1.1.1 Words importing any gender shall include all other genders.

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- 1.1.2 Words importing the singular shall include the plural and vice versa.
- 1.1.3 Payments shall be made in the lawful currency of New Zealand.
- 1.1.4 Headings are for ease of reference only and do not in any way limit or govern the construction of the terms of this Lease.
- 1.1.5 References to schedules are references to schedules in this Lease and clauses are references to clauses in this Schedule of Terms and references to parties are references to the parties to this Lease and their respective successors and assigns (if permitted in the case of the Lessee under Clause 13) unless expressly stated otherwise.
- 1.1.6 Any reference in this Lease to any statute is deemed to include all amendments, revisions, substitutions or consolidations made from time to time to that statute.
- 1.1.7 A "person" shall include any individual person, a corporation, a company or other body corporate, an unincorporated body of persons, a public body, firm, partnership, joint venture, association, organisation, trust or a Crown entity as defined in Section 7(1) of the Crown Entities Act 2004 or a State Owned Enterprise in each case whether or not having separate legal personality.
- 1.1.8 "writing" shall include words visibly represented or reproduced.
- 1.1.9 No consent or waiver, express or implied, by the Lessor to or of any breach of any covenant, condition, or duty of the Lessee will be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty. No waiver of any breach of the Lessee will be implied from the Lessor's failure to exercise the Lessor's rights or any of them in respect of that breach.
- 1.1.10 Nothing contained in this Lease shall be deemed or construed or constitute any party, a partner, agent or representative of the other party or be deemed to create any trust, commercial partnership or joint venture.
- 1.1.11 The invalidity of any part or provision of this Lease shall not affect the enforceability of any other part or provision thereof.
- 1.1.12 The parties acknowledge and agree that certain covenants set out in this Lease (in particular provisions relating to the treatment of Improvements on termination or sooner determination of this Lease) shall continue beyond determination of this Lease for the benefit of the parties notwithstanding such determination.
- 1.1.13 This Lease shall be construed and take effect in accordance with the laws of New Zealand.
- 1.1.14 Any provision in this Lease to be performed by two or more persons shall bind those persons jointly and severally.
- 1.1.15 Any reference in this Lease to "month" or "monthly" shall mean respectively calendar month and calendar monthly.

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### 2: ENCUMBRANCES: MEMORANDUM OF LEASE WITH THE NEW ZEALAND POLICE

- 1.1.16 "Authority" means any Government authority whether national or territorial or any other Government or statutory authority appointed or established by statute in New Zealand having jurisdiction over or in respect of the Land and any Improvements.
- 1.1.17 "Business days" means any day other than a Saturday or Sunday or statutory or anniversary holiday.
- 1.1.18 "Date of Commencement" means the date specified in Item 5 of the Reference Schedule.
- 1.1.19 "Improvements" means all Improvements excluding Lessor's Improvements whether constructed or installed on the Land before or at any time during the term of this Lease (including any renewal or variation extending the term of this Lease), including any building, structure or other improvements on or fixed to the land and any concrete paving, tiles, carpark sealing, mechanical services, plant, machinery, equipment, signage, fixtures and fittings.
- 1.1.20 "The Land" means that land described in Item 3 to the Reference Schedule of Land excluding the Improvements.
- 1.1.21 The expression "Lessor" and "Lessee" includes their respective successors and assigns (if permitted in the case of the Lessee under Clause 13) and where the context permits the Lessee includes the Lessee's Sublessees and other lawful occupiers of the Land and the Lessee's contractors, agents and invitees (which persons shall be those deemed to be persons under the control of the Lessee).
- 1.1.22 "Lessor's Improvements" means work done or material used on or for the benefit of the Land (whether before or during the term of this Lease including any renewal or variation extending the term of this Lease) in:
- (a) the draining, excavation, filling, or reclamation of the Land, or the making of retaining walls or other works appurtenant to that draining, excavation, filling or reclamation; or
  - (b) the grading or levelling of the Land or the removal of rocks, stone, sand, or soil therefrom; or
  - (c) the removal or destruction of vegetation, or the effecting of any change in the nature or character of the vegetation; or
  - (d) the alteration of soil fertility or of the structure of the soil; or
  - (e) the arresting or elimination of erosion or flooding.
- 1.1.23 "Reference Schedule" means the schedule preceding this Schedule of Terms described as such and forming part of this Lease.
- 1.1.24 "Regional Plan" and "District Plan" shall have ascribed to them the definitions set out in section 2 of the Resource Management Act 1991 and "Regional and District Plans" shall be construed accordingly and shall extend to include any successor or replacement planning regime imposed by the relevant Authority having jurisdiction in respect thereof.

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1.1.25 "Schedule of Land" means the schedule described as such and forming part of this Lease.

1.1.26 "Schedule of Terms" means this schedule described as such and forming part of this Lease.

#### 2 TERM

2.1 The term of this Lease shall commence on the Date of Commencement and shall be for the period specified in Item 4 of the Reference Schedule.

#### 3 RIGHT OF RENEWAL OF LEASE

3.1 If the Lessee has not been in any material breach of this Lease and has given to the Lessor written notice to renew this Lease at least three (3) calendar months before the end of each term then the Lessee shall have the right to obtain in accordance with the provisions of this lease a renewed lease of the Land for the term of years specified in Item 5 of the Reference Schedule computed from the relevant date specified in Item 6 of the Reference Schedule and subject to the same covenants and provisions expressed and implied in this Lease.

3.2 If the Lessee fails within the time aforesaid to give any notice under Clause 3.1 as to whether it desires a renewed lease and the Lessor at any time after such expired time has given one month's written notice to the Lessee advising the Lessee that it has one further month from the date of such letter to exercise its right of renewal, and the Lessee still fails to advise the Lessor of its desire to renew, then the Lessee shall be deemed to have given notice that a renewed lease is not required. If the Lessee gives notice in writing that it does not desire a renewed lease or there is a deemed notice that a renewal is not required then its right for a renewed lease shall cease on expiry of the one month notice period aforesaid or on the date at which notice is received by the Lessor (as the case may be).

3.2 Any notice by the Lessee under clause 3.1 or clause 3.2 of its desire to accept a renewed lease shall be deemed to constitute a contract between the Lessor and the Lessee for the granting and acceptance of a renewed lease at the rent to be determined under Clause 5 for the term and subject to the covenants and provisions referred to in Clause 3.1.

3.3 The term of any renewed lease shall run from the day immediately after the expiry of the prior lease, and the rent thereunder shall accrue from that date instead of the rent reserved in the prior lease, notwithstanding the fact that the renewed lease may not be executed until after that date. Clause 5.11 shall otherwise apply.

3.4 The Lessor shall prepare each memorandum of renewal of this Lease and the Lessee will forthwith enter into and execute such memorandum of renewal of lease.

#### 4 RENT

4.1 The ground rent at the start of the ground lease is agreed as \$105,000 (excluding GST if any) per annum for the initial term of 12 years from the Date

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of Commencement. Should the improvements be purchased by the Governance Entity / Hapu, the annual rent payable for the land and improvements will be the market rent of the whole, less the ground rent. This arrangement will last until the end of the initial term of 12 years from the date of commencement specified in this ground lease. After that, the rent will be market value for the whole.

- 4.2 Rent reviews on the whole will be every 5 years to market. However, during the initial term of 12 years from the date of commencement, the ground rent will vary.
- 4.3 The Lessee shall pay the annual rent specified in clause 4 from the date of commencement until the rent is varied under clause 5 at which time the Lessee will, subject to clause 4.2, pay rent at the varied rate.
- 4.4 Rent shall be paid on the first day of each month by equal monthly payments in advance with broken period payments due on a proportionate basis for any broken period at the Date of Commencement and on expiry of the Lease term.
- 4.5 All rent shall be paid without any deduction or set-off whatsoever by direct automatic bank payment to the Lessor or as the Lessor may otherwise direct.
- 4.6 Notwithstanding clause 4.4 and 4.5, the ground rent for the initial term of 12 years will be paid by way of offset against the obligation of the Lessor to pay to the Lessee the purchase price for the Land, as set out in the terms of transfer of the Land.

## 5 RENT REVIEW PROVISIONS

- 5.1 In this clause "Initiating Party" means the party that gives the Notice defined in Clause 5.2 and "Recipient" means the party that receives that Notice.
- 5.2 The annual rent may be reviewed by the Lessor or by the Lessee on the dates specified in Item 9 of the Reference Schedule. At any time not earlier than three (3) months prior to the relevant date specified in Item 9 of the Reference Schedule (each of such dates being called the "review date") either party may give notice in writing to the other ("the Notice") of that party's assessment of the annual rent of the Land to apply from that particular review date.
- 5.3 The annual rent of the Land shall be assessed on the basis of current market rental of the Land as determined as at the review date. In determining the annual rent of the Land the valuers and any umpire shall, in addition to other relevant factors:
- 5.3.1 Disregard:
- (a) any deleterious condition of the Land if such condition results from any breach of this lease by the Lessee;
  - (b) the value of any goodwill attributable to the Lessee's business; and
  - (c) all Improvements made to the Land.



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5.3.2 Have regard to:

- (a) the Lessor's Improvements; and
- (b) the permitted use under this Lease; and
- (c) Regional and District Plans.

5.4 In the event that the Recipient does not agree with the Initiating Party's assessment of the annual rent of the Land to apply from the particular review date, the Recipient shall notify the Initiating Party in writing ("the Counter Notice") within twenty-one (21) days (in which respect time shall be of the essence) that the Recipient requires such rent to be determined in accordance with Clause 5.7 and the Recipient shall set out in the Counter Notice the amount which the Recipient considers to be the annual rent as at the particular review date.

5.5 Unless such notice is given by the Recipient within twenty-one (21) days, then the amount stated in the Notice shall become the annual rent of the Land reserved by this Lease as and from the particular review date in substitution of the previous amount payable.

5.6 Neither party shall by reason of its failure to give the Notice prior to any review date forfeit its right to have the annual rent reviewed as from that particular review date and the reviewed annual rent which should have been paid from that particular review date shall date back to and be payable from that particular review date and any payment of or receipt for the payment of ground rent due on or after a particular review date shall not prejudice either party's right to demand repayment or payment thereafter of any additional annual rent overpaid or payable pursuant to the provisions of Clause 5.11.2.

5.7 Where the Counter Notice is given, the Lessor and Lessee shall enter into negotiations to resolve the dispute. Should agreement not be reached within fourteen (14) days (or such longer period as the Lessor and Lessee shall agree upon in writing) after the date on which the Recipient gives the Counter Notice then:

5.7.1 The Lessor and Lessee shall, within twenty-one (21) days after the date on which the Recipient gives the Counter Notice, each appoint a valuer to jointly determine the ground rent of the Land. A valuer nominated by either party pursuant to this Clause shall be a full registered member of the New Zealand Institute of Valuers and shall be competent to practice as a valuer of ground leases and shall have at least five (5) years experience in valuing ground leases within the district in which the Land is situated and be active in the market at the time of his or her appointment.

5.7.2 If either the Lessor or the Lessee fails to appoint a valuer within twenty-one (21) days as aforesaid, then the determination of the annual rent shall be made by the sole valuer as nominated by either the Lessor or Lessee as the case may be, within one (1) month of the expiry of the twenty-one (21) days as aforesaid and

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his or her determination shall be final and binding on both parties as if his or her appointment had been by consent.

- 5.7.3 Before proceeding with their determination, the said valuers shall agree upon and appoint an umpire (also qualified in the manner referred to in Clause 5.7.1) and obtain the umpire's acceptance in writing of his or her appointment and who, as a condition of his or her acceptance, undertakes to hand down his or her determination of the annual rent within one month of being instructed to proceed or such other time period as the Lessor and Lessee may agree, whichever is the latest.
- 5.7.4 If the said valuers within fourteen (14) days of the date of their appointment either fail to appoint an umpire or are unable to agree upon an umpire, then either the Lessor or the Lessee may request the President, for the time being, of the New Zealand Institute of Valuers or any successor to such Institute to appoint an umpire (also qualified in the manner aforesaid) and obtain the umpire's acceptance in writing of his or her appointment and who as a condition of his or her acceptance undertakes to hand down his or her determination of the annual rent in the same manner as if he or she had been appointed pursuant to Clause 5.7.1.
- 5.7.5 Subject to Clauses 5.7.2, 5.7.3 and 5.7.4 the valuers so nominated shall within one (1) month of the date of appointment jointly determine the annual rent as at that particular review date. In the event that either valuer fails to provide to the other valuer his or her written assessment of the annual rent within one month of the date of appointment, then the annual rent shall be determined by the other valuer and his or her determination shall be final and binding on both parties.
- 5.7.6 If the said valuers are unable to agree upon a determination within one month of their appointment or within such extended time as the Lessor and Lessee may agree, then the annual rent shall be determined by the umpire whose determination shall be final and binding on the parties. The umpire shall without limiting his or her enquiries and conduct of any hearing:
- (a) allow representation of each party and cross-examination of evidence and any re-examination of evidence at the hearing;
  - (b) have due regard to any evidence submitted by the valuers as to their assessment of the annual rent;
  - (c) take into account any expert witness evidence considered relevant to the hearing;
  - (d) have regard to the legal rules of evidence and the interests of natural justice in the conduct of any hearing as between the parties; and

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- (e) give in his or her determination the reasons therefore in writing.
- 5.8 The costs incurred in the determination pursuant to Clause 5.7 of the annual rent shall be borne by the parties in the following manner:
- (a) subject to Clause 5.7.8(b) each party shall be responsible for the cost of its own appointed valuer;
  - (b) where the determination is made by a single valuer pursuant to Clause 5.7.2 the cost of his or her determination shall be apportioned equally as between the Lessor and Lessee;
  - (c) the parties shall share equally the costs of the umpire unless any party has acted capriciously or unreasonably in any of the proceedings pursuant to the provisions of this Clause 5.7 in which case the umpire may determine the manner in which such costs shall be apportioned between the parties PROVIDED THAT in all cases if the annual rent to apply from the review date is:
    - (i) equal to or exceeding the annual rent nominated in the notice given by the Lessor (whether the Notice or the Counter Notice) then all costs of the valuers and the umpire (where applicable) shall be borne by the Lessee alone, or
    - (ii) equal to or less than the annual rent nominated in the notice given by the Lessee (whether the Notice or the Counter Notice) then all costs of valuers and the umpire (where applicable) will be borne by the Lessor alone;
    - (iii) other than the foregoing then all costs of valuers and the umpire (where applicable) will be borne equally by the Lessor and the Lessee.
- 5.8 The valuers or umpire shall be deemed to be acting as experts and not as arbitrators.
- 5.9 Any variation in the annual rent resulting from such determination shall take effect on and from that particular review date.
- 5.10 Where a review pursuant to this Clause 5 of the annual rent reserved by this Lease is completed after the review date, then:
- 5.10.1 Pending completion of the review, annual rent shall be paid at the rate prevailing immediately prior to the relevant review date;
  - 5.10.2 On completion of the review, any increased annual rent payable as from the review date shall be paid by the Lessee to the Lessor no later than the date on which the next instalment of annual rent is payable hereunder;

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5.10.3 On completion of the review, any overpayment of annual rent paid as from the review date shall be held by the Lessor to the Lessee's credit on account of annual rent next falling due for payment unless the Lessee requests the Lessor in writing to refund such payment in which case the Lessor will comply with that request.

5.11 If any moratorium or other law Act or regulation that applies to this Lease has the effect of postponing any periodic review of annual rent as at the review date then if and whenever such moratorium is lifted or the law, Act or regulation is repealed or amended so as to permit the annual rent to be reviewed then the review that has been postponed shall take place as at the date that such moratorium is lifted or such law, Act or regulation is repealed or amended to the intent that the rent review shall establish the annual rent as at such date and not as at the postponed review date but any subsequent rent review shall take place on the next following review date fixed in accordance with Clause 5.

5.12 Immediately upon the parties agreeing to pay a revised annual rent or on determination under Clause 5.7 the Lessee shall enter into an appropriate registrable Memorandum of Variation of Lease recording such revised annual rent prepared by the Lessor.

## 6 CHARGES

6.1 The Lessee will pay all charges incurred by the Lessee for electricity, gas, water or power or other services in respect of the Land and Improvements including all connection, disconnection, or other fees payable by the Lessee or the Lessor to other authorities in respect of such services.

6.2 The Lessor will pay for all costs of service, installation, maintenance and connection to the nearest approved local authority connection points.

## 7 PAYMENT OF RATES AND IMPOSITIONS

7.1 The Lessee will pay all rates, taxes (including without limitation land or improvements tax but excluding any income tax or capital gains tax or such similar tax which is personal to the Lessor which is imposed as a result of any sale or other disposal of the Land or because of income gained by the Lessor from the Land), charges, assessments, impositions and outgoings whatsoever which now are or which during the term or any renewed lease shall be taxed, rated, charged, assessed or imposed on the Land, any Improvements or on the Lessor or Lessee in respect thereof by any Authority.

## 8 GOODS AND SERVICES TAX

8.1 The Lessee shall pay to the Lessor upon demand any taxes paid or payable by the Lessor or accountable by the Lessor pursuant to the provisions of the Goods and Services Tax Act 1985 or any similar tax levied in substitution therefore including all amendments and any enactments in substitution therefore or in addition thereto or otherwise in respect of any payments made by the Lessee under this Lease (including the payment of annual rent) or paid by the Lessor on behalf of the Lessee's obligation to make such payment under this Lease.

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### 2: ENCUMBRANCES: MEMORANDUM OF LEASE WITH THE NEW ZEALAND POLICE

#### 9 INTEREST ON OVERDUE RENT OR OTHER MONEYS

- 9.1 Without prejudice to other rights powers and remedies of the Lessor, if any annual rent, goods and services tax or other payment or amount owing by the Lessee to the Lessor whatsoever pursuant to this Lease shall be in arrears and unpaid for fifteen (15) business days after the due day for payment thereof (whether any formal or legal demand therefor shall have been made or not) such unpaid moneys shall bear interest on a daily basis compounded on monthly rests computed from such due date until the date of payment in full of such moneys at a rate being 1% above the average 90 day bank bill buy rate (described as the BID rate) at 10.45 am on the date the payment was due as shown on page BKBM (or its successor page) on the Reuters screen or at a rate based on any successor screen or if there is none at a rate equal to the bank overdraft rate of the Lessor's bank at the time of any default and the said interest shall be recoverable in the same manner as rent in arrears.

#### 10 USE OF THE LAND AND IMPROVEMENTS

- 10.1 The Lessee shall be permitted the right to carry on the business specified in Item 10 of the Reference Schedule.
- 10.2 Should any of the uses of the Land and any Improvements be permissible only with the consent or licence of any Authority under or in pursuance of statute or any Regional and District Plans or regulation or other enactment or order of Court the Lessee shall obtain such consent or licence at the sole cost and expense of the Lessee including but not limited to any costs of financial contributions required and the Lessee shall at all times comply with any conditions of such consent, order or authority obtained.
- 10.3 Where the Lessee is lawfully obliged to obtain any licence, resource consent (including any land use consent or discharge permit) or other consents from any Authority such as required under section 348 of the Local Government Act 1974, the Lessor agrees that it and any officer, or employee or agent of the Lessor shall not raise any objection or requisition relating thereto as landowner of the Land where the Lessee is using the Land for any permitted use under this Lease and is not in any material breach or likely to be in any material breach at any time in the future of any terms and conditions of this Lease.
- 10.4 Despite any other provision in this Lease, if at any time during the term of this Lease, the Land cannot be, or can no longer be lawfully used for Police purposes, the Lessee may terminate this Lease on giving reasonable notice to the Lessor.

#### 11 NO FENCING

- 11.1 The Lessor shall be under no liability whatsoever whether under the Fencing Act 1978 or otherwise to contribute towards the cost of erection or repair of any boundary fences between the Land and any land owned or occupied by the Lessor but nothing herein contained shall be deemed to limit any liability imposed by statute upon any present or future lessee of the Lessor of any adjoining land.

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#### 12 STATUTORY REQUIREMENTS

12.1 The Lessee must comply with all statutes, Regional and District Plans, bylaws and regulations which relate to the Land and Improvements or which relate to the Lessee's use of the Land and Improvements and with all conditions or requirements which may be given or required by any person having any lawful authority and will in particular but without limitation:

12.1.1 ensure that a warrant of fitness is obtained each year in respect of any Improvements if required under the Building Act 2004;

12.1.2 comply with and observe at all times the terms and conditions of all resource consents held in respect of the use of the Land and the requirements imposed and otherwise arising under the Resource Management Act 1991; and

12.1.3 ensure that proper and adequate health and safety procedures are adopted in accordance with the Health and Safety in Employment Act 1992.

12.2 The Lessee shall not, during the term of this Lease:

12.2.1 Make or enter into or endeavour to make or enter into any composition, assignment or other arrangement with or for the benefit of the Lessee's creditors;

12.2.2 Suffer insolvency, bankruptcy or liquidation;

12.2.3 Suffer distress or allow execution to issue against the Lessee's property, goods or effects under any judgment against the Lessee in any Court in a sum in excess of twenty five thousand dollars (\$25,000.00) provided however that this subclause 12.2.3 shall have no application or effect whilst Her Majesty the Queen Acting By and Through the Commissioner of Police is the Lessee hereunder.

#### 13 ASSIGNMENT OR SUBLETTING

13.1 The Lessee will not without the previous consent in writing of the Lessor assign or transfer or sublease this Lease. Such consent shall not be unreasonably or arbitrarily withheld or delayed without some good cause assigned having regard to the solvency or respectability of the proposed assignee or transferee or sublessee. Notwithstanding this Clause where the Crown (as that term is defined in section 2 of the Public Finance Act 1989) remains as the Lessee under this Lease and in occupation from the Lessor the consent of the Lessor shall not be required when another Crown entity assumes occupation of all or any part of the Land except that on each occasion that a different Crown entity (as defined in section 7(1) of the Crown Entities Act 2004) or other Crown body or state owned enterprise assumes the role and obligations of the Lessee under this Lease the Lessee shall notify the Lessor in writing of that change.

13.2 In the case of an assignment where the proposed assignee or transferee is a company not listed by the New Zealand Stock Exchange or a person under Clause 13.5 the Lessor may require the directors and/or the controlling

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shareholders of such company to enter into a deed guaranteeing the performance by that company of the terms of this Lease such guarantee to be in a form reasonably acceptable to the Lessor.

- 13.3 Clause 13 applies to any assignment or subletting of the interest of the Lessee by any assignee of a bankrupt Lessee or any liquidator or receiver of a Lessee that is a company.
- 13.4 For the purposes of Clause 13.1 any proposed change in the shareholding of the Lessee or any amalgamation under Section 219 of the Companies Act 1993 altering the effective control of the Lessee shall be a deemed assignment of this Lease and will require the consent of the Lessor unless such deemed assignment involves a change of effective control to any of the entities mentioned in Clause 13.5.
- 13.5 For the purposes of Clause 13.1 any proposed change in the effective control of any Lessee that is a Crown entity as that term is defined in section 7(1) of the Crown Entities Act 2004 or a State Owned Enterprise shall be a proposed assignment of this Lease. The Lessor in deciding whether or not to grant consent shall only be entitled to consider the effect of the alteration of the effective control in the ability of the Lessee to continue to meet its obligations under the Lease including contingent liabilities. For the purposes of this Clause any change in the management structure of the Lessee shall not be construed as a change in the effective control of the Lessee.
- 13.6 Where any assignment or transfer of this Lease is consented to by the Lessor, the Lessor may require the execution by the assignee or transferee of a deed of covenant with the Lessor, in a form prepared by the Lessor at the Lessor's expense, that the assignee or transferee will be bound by and perform the covenants in this Lease to be observed and performed by the Lessee but the execution of such covenant shall not release the Lessee from the Lessee's obligations under this Lease.
- 13.7 Notwithstanding any Rule of Law or anything herein expressed or implied to the contrary where Her Majesty the Queen Acting By and Through the Commissioner of Police in New Zealand as Lessee assigns this Lease under the provisions of this clause 13, all the liabilities of the Lessee expressed or implied under this Lease, whether contingent or otherwise for the payment of future rents or other moneys or the future observants or performance of any of the Covenants, conditions or agreements on the part of the Lessee shall cease and determine absolutely as from the date of the Assignment thereof, but without releasing the Lessee from liability for any antecedent breach thereof.

#### 14 LESSEE'S ACKNOWLEDGEMENT OF RISK

- 14.1 The Lessee agrees to occupy and use the Land and any Improvements at the Lessee's risk and release to the full extent permitted by law the Lessor its employees and agents from all claims and demands of any kind and from all liability which in the absence of any negligence on its or their part may arise in respect of any accident damage or injury occurring to any person or property in or about the Land and any Improvements thereon except where the Lessor or any person under the control of the Lessor is at fault or negligent through their own acts or omissions.

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#### 15 QUIET ENJOYMENT/REPUDIATION

15.1 Provided the Lessee performs and observes the covenants provisos conditions and agreements contained in this Lease the Lessee shall peaceably hold and enjoy the Land and Improvements thereon without hindrance or interruption by the Lessor or by any person or persons claiming under the Lessor until the expiration or sooner determination of this Lease. For the avoidance of doubt, the phrase "person or persons claiming under the Lessor" does not include beneficiaries of any trust of which the Lessor is trustee.

15.2 The Lessor is to compensate the Lessee and the Lessee shall be entitled to recover any damages for any loss or damage suffered by reason of any acts or omissions of the Lessor constituting a repudiation of the Lease or the Lessor's obligations under the Lease. Such entitlement shall subsist notwithstanding any cancellation or early termination of the Lease and shall be in addition to any other right or remedy which the Lessee may have.

#### 16 REGISTRATION

16.1 The Lessor shall register this Lease under the provisions of the Land Transfer Act 1952.

16.2 The Lessee will be responsible for survey and other costs incurred in obtaining registration of this Lease.

#### 17 IMPROVEMENTS DURING LEASE

17.1 Throughout the term of this Lease and on any renewal any Improvements installed or erected on the Land shall be deemed to remain in the ownership of the Lessee unless the Lessor and the Lessee otherwise agree in writing.

17.2 Throughout the term of this Lease and on any renewal the Lessee shall have the right to alter, construct and demolish any Improvements on the Land without the need to obtain the Lessor's consent providing all obligations required of the Lessee under this Lease relevant to Improvements on the Land are satisfied.

#### 18 IMPROVEMENTS ON TERMINATION OF LEASE

18.1 No later than twelve (12) months prior to the expiry of any ten (10) year term of Lease the Lessee may give notice ("the Lessee's Transfer Notice") to the Lessor specifying any Improvements which the Lessee wishes to transfer to the Lessor following expiry of the Lease or renewal. The Lessee's Transfer Notice shall contain details of those Improvements, their current market value and the proposed terms of transfer of the Improvements.

18.2 The Lessor agrees to consult with the Lessee regarding the Improvements specified in the Lessee's Transfer Notice, and to consider any proposal to transfer such Improvements. Nevertheless, the Lessee acknowledges that nothing in this clause or in the Lessee's Transfer Notice shall oblige the Lessor to take a transfer of, or to pay any compensation or consideration for, such Improvements.

18.3 If no agreement is reached regarding the transfer of Improvements pursuant to this clause (before six months prior to the expiry of the Lease, or before the



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earlier termination of the Lease) the following provisions of this Clause 18 shall apply.

- 18.4 On termination of this Lease (whether by expiry of time or otherwise) except where the Lessee has exercised any rights of renewal, the Lessee will remove any Improvements specified in a written notice ("the Lessee's Removal Notice") given to the Lessor in accordance with Clause 18.5.
- 18.5 The Lessee will remove Improvements that are clearly identified in the Lessee's Removal Notice which must be given no later than three (3) months prior to the expiry of the term (time being of the essence) or one (1) month after any sooner termination.
- 18.6 The Lessee must remove all Improvements specified in the Lessee's Removal Notice within six (6) months from the date of termination (time being of the essence) and must ensure within that time that all services to any Improvements are properly and lawfully disconnected, the Land under any Improvements is adequately filled with soil so that the surface of the Land is stable and restored to the Lessor's reasonable satisfaction and such Land is otherwise grassed and left in a neat and tidy condition.
- 18.7 If the Lessee fails to remove any Improvements specified in the Lessee's Removal Notice in accordance with Clause 18.6 then if the Lessor removes them within 12 months of the termination date, it shall recover all costs directly and indirectly incurred in their removal, from the Lessee.
- 18.8 Any Improvements remaining on the Land after the period referred to in Clause 18.6 shall become the property of the Lessor without any compensation or other payment whatsoever to the Lessee.
- 18.9 The Lessee must continue to pay rent and outgoings under this Lease and comply with all other obligations under this Lease until it has met its obligations under Clause 18.6.
- 18.10 Whenever resource consent is required to remove or demolish any Improvements the Lessee shall use all reasonable endeavours to obtain all necessary consents and shall continue to be obliged to pay rent and outgoings under this Lease until such time that the Lessor is satisfied on reasonable grounds that the Lessee has used all reasonable endeavours to obtain all necessary consents and produced to the Lessor evidence satisfactory to the Lessor to satisfy this requirement.
- 18.11 At the expiry of the lease if the Lessor has specified in writing no less than three (3) months prior to the final expiry date of the lease that a change of any permitted activity under the relevant Regional and District Plans or use permitted under any resource consent held in respect of the Land is required the Lessee shall be obliged to obtain any change.

## 19 DESTRUCTION AND REDEVELOPMENT

- 19.1 The Lessee shall be entitled to carry out repairs, demolition, relocation, additions, reinstatement or redevelopment to any Improvements on the Land in the event of total or partial destruction or in the event of the Lessee wishing to

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demolish, relocate, redevelop, replace or add to any Improvements on the Land provided the following conditions are or will be satisfied:

- 19.1.1 any repair, demolition, relocation, addition, reinstatement or redevelopment shall fully comply with Regional and District Plans and all statutory and regulatory requirements in force at the time; and
- 19.1.2 the Lessee is able to obtain all resource and building consents necessary to carry out any works programme; and
- 19.1.3 upon satisfaction of such conditions the Lessee shall repair, demolish, relocate, reinstate, rebuild or add to (as the case may be) any Improvements or such part of Improvements requiring such work in accordance with the conditions set out above.

19.2 In the event that the Lessee is prevented or unable to reinstate or rebuild in the event of total or partial destruction it may forthwith terminate this Lease provided that the Lessee demolishes the Improvements and clears and restores the Land all in accordance with the requirements of Clause 18.6.

## 20 NOTICES

20.1 All notices must be in writing and must be served by one of the following means:

- (a) in the case of a notice under sections 245 or 246 of the Property Law Act 2007 in the manner prescribed by section 353 of that Act; and
- (b) in all other cases, unless otherwise required by sections 352 to 361 of the Property Law Act 2007:
  - (i) in the manner authorised by sections 354 to 361 of the Property Law Act 2007; or
  - (ii) by personal delivery, or by posting by registered or ordinary mail, or by facsimile transmission.

20.2 All notices to be given to the Lessor or to the Lessee hereunder shall be deemed sufficiently served:

- (a) in the case of personal delivery, when received by the addressee at the address detailed in clause 20.3; and
- (b) in the case of posting by registered mail, on the third working day following the date of posting to the addressee at the address detailed in clause 20.3; and
- (c) in the case of facsimile transmission, on the working day following the date of sending to the addressee's facsimile number designated in clause 20.3 provided that the sender produces a confirmation notice that the facsimile has been sent on that day.

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20.3 Details for Notices:

**Lessor**

Ngā Hapū o Ngāti Ranginui Settlement Trust  
Old Tauranga Post Office Building  
51 Willow Street  
PO Box 2230  
TAURANGA

Fax: TBC

Telephone: TBC

Contact Person: Te Pio

**Lessee**

Andrew MacArthur  
Property Manager  
National Property Office  
New Zealand Police  
PO Box 3017  
Wellington 6140  
Fax (04) 498 7415

20.4 A notice shall be valid if given by the duly authorised representative of the party giving the notice. If a notice is not given by the Lessor, it is to be supported by satisfactorily written delegation from the Lessor confirming the appointment of the party giving the notice.

### 21 DEFAULT BY LESSEE

21 The Lessor may (in addition to the Lessor's right to apply to the Court for an order for possession) cancel this Lease by re-entering the land at the time or any time thereafter:

21.1 If the rent shall be in arrear twenty (20) working days after any of the rent payment dates and the Lessee has failed to remedy that breach within ten (10) working days after service on the Lessee of a notice in accordance with section 245 of the Property Law Act 2007;

21.2 In case of breach by the Lessee of any covenant or agreement on the Lessee's part herein expressed or implied (other than the covenant to pay rent) after the Lessee has failed to remedy that breach within the period specified in a notice served on the Lessee in accordance with Section 246 of the Property Law Act 2007;

21.3 and the term shall terminate on such cancellation but without prejudice to the rights of either party against the other.

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#### 22 DISPUTE RESOLUTION

- 22.1 Any dispute or difference which may arise between the parties concerning the interpretation of this Lease or relating to any other matter arising under this Lease will be actively and in good faith negotiated by the parties with a view to a speedy resolution of such differences.
- 22.2 If the parties cannot resolve a dispute or difference within fifteen (15) business days of any dispute or difference arising then, unless otherwise expressly provided in this Lease, they will without prejudice to any other right, explore whether such dispute or difference can be resolved by agreement between them using informal dispute resolution techniques such as mediation. The rules governing any such technique if adopted will be agreed between the parties or as selected by the organisation known as "LEADR" (Lawyers Engaged in Alternative Dispute Resolution).
- 22.3 If the parties cannot agree on any dispute resolution technique within a further fifteen (15) business days of any dispute or difference being considered for referral by both parties to any informal dispute resolution technique under Clause 22.2 then the dispute or difference shall be settled by reference to arbitration. Except as otherwise expressly provided in this Lease the reference shall be to a single arbitrator if one can be agreed upon, or to two arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to their arbitration), such arbitration to be carried out in accordance with the Arbitration Act 1996 or any successor Act.
- 22.4 The parties will co-operate to ensure the expeditious conduct of any arbitration. In particular, each party will comply with any reasonable time limits sought by the other for settling terms of reference, interlocutory matters and generally all steps preliminary and incidental to the hearing and determination of the proceedings.

#### 23 COSTS

- 23.1 The parties shall each pay their own solicitors' costs on preparing and finalising this Lease or any renewal or variation of this Lease.
- 23.2 The Lessee shall be responsible for payment of all registration fees including agency charges imposed and all government tax duty or imposts at any time payable on this Lease or any renewal or variation to this Lease.
- 23.3 The Lessee shall pay for all costs, charges and expenses for which the Lessor shall become liable in consequence of or in connection with any breach or default by the Lessee in the performance or observance of any of the terms, covenants and conditions of this Lease.

#### 24 LESSOR'S RIGHTS TO INSPECT AND DISPLAY SIGNS

- 24.1 The Lessor will have the right to inspect the Land no more than twice each year during the term or any renewal of this Lease with valuers or other experts and consultants provided such inspections are carried out at times reasonably acceptable to the Lessee on reasonable notice to the Lessee and only when accompanied by a servant or agent of the Lessee. Any such inspections should be carried out in accordance with the Lessee's security and health and safety

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requirements and the Lessee shall have the right to change any suggested time to a mutually convenient time.

24.2 Notwithstanding anything else herein, the parties agree that the Lessee may require any person wishing to enter the Land for inspection purposes to first provide their details to the Lessee for a security check. If the results of such check are not acceptable to the Lessee for any reason then such person may be refused entry to the Land.

24.3 If the Lessor desires to, or is required to, undertake any works on the Land, including any repair or maintenance works, that involves the use of contractors or other third parties, the Lessor must procure any contractor or other third party who will have access to the Land to undertake such works to:

- (a) Complete a security check on terms reasonably acceptable to the Lessee;
- (b) Provide the Lessee with a copy of the contractor's Health and Safety Plan which shall be subject to the Lessee's reasonable approval prior to any work commencing; and
- (c) Familiarise themselves with and commit to complying with the Lessee's own Health and Safety Plan in all material respects.

24.4 The Lessor will not provide or allow the provision of any information relating to the structure, or access to, the buildings on the Land in any way to any person without first obtaining the written permission of the Lessee.

24.5 The Lessee will during the period of three (3) months prior to the termination date of this Lease permit the Lessor to exhibit the Land to prospective lessees or purchasers and allow the Lessor to affix to the Land appropriate sale or reletting notices.

## 25 DISPOSAL OF LESSOR'S INTEREST

25.1 Subject to the provisions of this clause the Lessor may at any time dispose of the Lessor's interest in the Land provided:

- (a) any such disposal shall preserve to the Lessee all the Lessee's rights and remedies under this Lease; and
- (b) That while Her Majesty the Queen is the Lessee and occupies the Land the following further provisions shall apply:

25.1.1 The Lessor shall advise the Lessee in writing of the person or corporation to whom the Lessor intends to dispose of its interest in the Land (proposed Assignee).

25.1.2 If the Lessee has any objection to the proposed Assignee because the Lessee reasonably apprehends in good faith that either:

- 25.1.2.1.1 The proposed Assignee presents an actual or potential threat to the discharge by the Lessee of the Lessee's statutory obligations; or

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25.1.2.1.2 The role or function of the Lessee will be prejudiced by the proposed Assignee becoming the Lessor;

then the Lessee shall within five (5) working days of receiving the Lessor's advice pursuant to clause 25.1 above, notify the Lessor in writing of its objection to the proposed Assignee and shall substantiate its reasonable apprehension to the reasonable satisfaction of the Lessor;

25.2 If the Lessor does not receive written notice from the Lessee pursuant to clause 25.1 above together with grounds to substantiate its reasonable apprehension within five (5) working days from the date of its advice to the Lessee, the Lessee shall be deemed to have accepted the proposed Assignee.

25.3 If the Lessee objects to the proposed Assignee in accordance with clause 25.1 above, then the Lessor shall not dispose of its interest to the proposed Assignee.

25.4 If the Lessor fails to advise the Lessee in writing of the disposal of its interest in the Land and the Lessee has objections to the proposed Assignee based on those reasons set out in clauses 25.1 above, then the Lessee shall be entitled at any time thereafter to terminate this Lease on seven (7) days written notice and the Lessee's obligations under this Lease shall cease from the expiration of such notice.

#### 26 HOLDING OVER

26.1 If the Lessor permits the Lessee to remain in occupation of the Land after the expiration or sooner determination of this Lease, such occupation shall be a tenancy at will only terminable by twenty (20) working days written notice at the rent then payable per month for the Land and otherwise on the same covenants and agreements (so far as applicable to a tenancy at will) as herein expressed or implied.

#### 27 EXCLUSION OF IMPLIED PROVISIONS

27 The following covenants, conditions and powers implied in leases of land pursuant to Schedule 3 of the Property Law Act 2007 are expressly excluded from application to this Lease:

27.1 Clause 10 - Premises unable to be used for particular purpose;

27.2 Clause 11 - Power to inspect premises.

#### SCHEDULE OF LAND

All that parcel of land containing 0.2604 hectares, more or less, being Lot 1 DP 440267 all Computer Freehold Register 561801 (South Auckland Land District) located at 15 Monmouth Street Tauranga being the Tauranga Police Station.

**2.3 Deed of Lease with the New Zealand Police**

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2: ENCUMBRANCES: DEED OF LEASE WITH THE NEW ZEALAND POLICE

DATED this \_\_\_\_\_ day of \_\_\_\_\_

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BETWEEN: [ \_\_\_\_\_ ]

AND: HER MAJESTY THE QUEEN NEW ZEALAND  
POLICE

DEED OF LEASE







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### 2: ENCUMBRANCES: DEED OF LEASE WITH THE NEW ZEALAND POLICE

#### FIRST SCHEDULE

**PREMISES:** [ ] having a Net Lettable Area of [ ] m<sup>2</sup> together with the use in common with the Landlord and other Tenants in the building of the common areas of the property and the driveway giving access to the premises as outlined on the plan attached as Schedule 3.

**TERM:** [ ] years

**COMMENCEMENT DATE:** [ ]

**FURTHER TERMS:** [ ] further terms each of [ ] years

**RENEWAL DATES:** [ ]

**FINAL EXPIRY DATE:** If all renewals are exercised [ ]

**ANNUAL RENT:** [ ] plus GST per annum more particularly comprising the (Subject to review if applicable) following:  
(a) Offices:  
(b) Carparks: [ ] carparks at \$[ ] per carpark per week (plus GST)

**MONTHLY PAYMENTS OF RENT:**

[ ]

**RENT PAYMENT DATES:** The 1st day of each month commencing on the [ ].

**RENT REVIEW DATES:** [ ]

(Clause 2.1)

**PROPORTION OF OUTGOINGS:**

(Clause 3.1)

The proportion that the nett lettable area of the premises bears to the nett lettable area of the building, of which the premises forms part.

**DEFAULT INTEREST RATE:**

(Clause 5)

2% above the daily posted 90 day bank bill rate.

**BUSINESS USE:**

(Clause 18.1 and 18.2)

New Zealand Police purposes and any other activity associated with the operation of a New Zealand Police facility and any other activity permitted by the District Plan within the zone in which the premises are located.

**INSURANCE:**

(Clause 9)

Cover for fire, flood, explosion, lightning, storm, earthquake and volcanic activity on the basis of full replacement and reinstatement (including loss, damage or destruction of windows and other glass).

**PREVIOUS GROUND LEASE:**

The ground lease between the parties dated xx/xx/xxxx shall be surrendered when this lease is signed by the parties. The rent free period on the land applicable to that lease will continue under this lease.

During the rent free period on the land, the rent payable for land and improvements under this lease will be market rent for land and improvements less market rent for land only.

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#### OUTGOINGS

(Clause 3)

1. Charges for water gas electricity telephones and other utilities or services supplied by the Landlord and used by the Tenant.
2. Rubbish collection charges.
3. Costs of the cleaning of the premises, supplied by the Landlord and used by the Tenant.

#### SECOND SCHEDULE

##### TENANT'S PAYMENTS

###### Rent

1. The Tenant shall pay the annual rent by equal monthly payments in advance (or as varied pursuant to any rent review) on the rent payment dates. The first monthly payment (together with rent calculated on a daily basis for any period from the commencement date of the term to the first rent payment date) shall be payable on the first rent payment date. All rent shall be paid by direct payment to the Landlord or as the Landlord may direct.

###### Rent Review

- 2.1 The annual rent shall be reviewed by either Landlord or Tenant, as follows:
  - (a) The Landlord or the Tenant shall commence a review by not earlier than three (3) months prior to a review date and not later than six (6) months after a review date, by giving written notice to the other party specifying the annual rent considered by the party giving notice to be the current market rent as at that review date ("the Initial Notice").
  - (b) If, by written notice within twenty (20) working days after receipt of the Initial Notice, the party receiving the Initial Notice ("Recipient"), gives written notice disputing that the proposed new annual rental is the current market rent and specifying the annual rent proposed by the Recipient as the current market rent ("the Recipient's Notice"), then the new rent shall be determined in accordance with Clause 2.3.
  - (c) If the Recipient fails to give the Recipient's Notice, it shall be deemed to have accepted the annual rent specified in the Initial Notice. The Initial Notice and the Recipient's Notice (if one is given), shall be null and void, if it is not accompanied by a signed registered valuer's certificate substantiating the new rent proposed.
  - (d) The annual rent so determined or accepted shall be the annual rent payable from the relevant review date or the date of the Initial Notice, if such notice is received later than three (3) months after the relevant review date.
  - (e) Pending the determination of the new rent, the Tenant shall continue to pay the annual rent then payable.

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- (f) The annual rent payable from the review date, at the option of either party, may be recorded in a Deed and each party shall bear its own solicitor's costs of and incidental to such a Deed.

2.2 Upon determination of the new rent, any shortfall in payment shall immediately be payable by the Tenant.

2.3 Immediately following the service and receipt of the Recipient's Notice, the parties shall endeavour to agree upon the current market rent, but if agreement is not reached within ten (10) working days then the new rent may be determined either:

- (a) By one party giving written notice to the other requiring the new rent to be determined by arbitration, or

- (b) If the parties so agree, by registered valuers acting as experts and not as arbitrators as follows:

- (1) Each party shall appoint a valuer and give written notice of the appointment to the other party within ten (10) working days of the parties agreeing to so determine the rent.

- (2) If the party receiving a notice fails to appoint a valuer within the ten (10) working days then the valuer appointed by the other party shall determine the new rent and such determination shall be binding on both parties.

- (3) The valuers appointed before commencing their determination shall appoint a third expert who need not be a registered valuer.

- (4) The valuers appointed by the parties shall determine the current market rent of the premises and if they fail to agree then the rent shall be determined by the third expert.

- (5) Each party shall be given the opportunity to make written or verbal representations to the valuers or the third expert subject to such reasonable time and other limits as the valuers or the third expert may prescribe and they shall have regard to any such representations but not be bound thereby.

When the new rent has been determined the person or persons determining the same shall give written notice thereof to the parties. The notice shall provide as to how the costs of the determination shall be borne and such provision shall be binding on the parties.

- (c) In either arbitration or valuers settlement under subclause (a) or (b) above the arbitrator, valuers and/or third expert shall take into account (without limitation) the rentals payable on new leases of comparable premises, and any inducements offered to tenants to enter into new leases of such premises and shall make allowance for any improvements made to the premises and the Landlord's fixtures and chattels, by the Tenant.

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#### Outgoings

- 3.1 The Tenant shall pay duly and punctually on demand to the Landlord or to the person or body to whom payment is due, the outgoings properly and reasonably incurred, as are charged, levied or assessed against the Landlord or the Tenant in respect of the premises or the Tenant's use of the premises and specified in the First Schedule. Where any outgoing is not separately assessed or levied in respect of the premises, then the Tenant shall pay the proportion as specified in the First Schedule or if no proportion is specified then such fair proportion as shall be agreed or failing agreement determined by arbitration.
- 3.2 The outgoings shall be apportioned between the Landlord and the Tenant in respect of periods current at the commencement and termination of the term.
- 3.3 Notwithstanding any other provision in this lease, but with the exception of Clause 18.2, the Tenant shall only be liable to pay the outgoings specified in the first schedule.

#### Goods and Services Tax

- 4.1 The Tenant shall pay to the Landlord or as the Landlord shall direct the Goods and Services Tax payable by the Landlord in respect of the rental and other payments payable by the Tenant hereunder. The tax in respect of the rental shall be payable on each occasion when any rental payment falls due for payment and in respect of any other payment shall be payable as and when payment falls due and a tax invoice is given to the Tenant.
- 4.2 If the Tenant shall make default in payment of the rental or other moneys payable hereunder and the Landlord becomes liable to pay additional Goods and Services Tax then the Tenant shall on demand pay to the Landlord the additional tax payable as a result of the Tenant's default.

#### Interest on Unpaid Money

5. If the Tenant defaults in payment of the rent or other moneys payable hereunder for twenty (20) working days then the Tenant shall pay on demand interest at the default interest rate on the moneys unpaid from the due date for payment down to the date of payment.

#### Costs

6. Each party shall bear its own solicitor's costs of and incidental to the preparation, negotiation and finalisation of this lease, any Rent Review Deeds, Deeds of Variation or Renewal Deeds and any costs incurred in considering any request by the Tenant for the Landlord's consent to any matter contemplated by this Lease. The Tenant shall also pay the Landlord's reasonable legal costs as between solicitor and client of and incidental to the enforcement of the Landlord's rights, remedies and powers under this lease where breach of lease has occurred.

#### Responsibility for Loss

7. The Tenant shall be responsible for any damage or loss suffered by the Landlord which results from any negligent act or omission on the part of the Tenant or the Tenant's employees or contractors and which is in breach of any covenant by the Tenant under this lease. The Tenant shall recompense the Landlord for all expenses incurred by the

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Landlord in making good any damage to the property resulting from any such act or omission. The Tenant shall be liable to compensate the Landlord only to the extent that the Landlord is not fully indemnified under any policy of insurance.

#### LANDLORD'S PAYMENTS

##### Outgoings

8. Subject to the Tenant's compliance with the provisions of Clause 3, the Landlord shall pay all outgoings in respect of the property not payable by the Tenant direct.

##### Insurance

9. The Landlord shall at all times during the term keep and maintain any buildings on the property insured under a policy of the type shown in the First Schedule and such cover may extend to:
- (a) a twelve (12) month indemnity in respect of consequential loss of rent.
  - (b) Landlord's loss damage or destruction of windows and other glass and all the fixtures fittings and chattels, and
  - (c) adequate public risk cover.

#### MAINTENANCE AND CARE OF PREMISES

##### Tenant's Obligations

- 10.1 The Tenant shall (subject to any maintenance covenant by the Landlord) in a proper and workmanlike manner and to the reasonable requirements of the Landlord:

(a) **Maintain the premises**

Keep and maintain the interior of the premises including the Landlord's fixtures and fittings in the same clean order repair and condition as they were in at the commencement of this lease and will at the end or earlier determination of the term quietly yield up the same in the like clean order repair and condition. In each case the Tenant shall not be liable for fair wear and tear arising from reasonable use. Where the premises are damaged by fire, flood, exposition, lightning, storm, earthquake, volcanic activity or any risk against which the Landlord is (or has covenanted with the Tenant to be) ensured, then the Tenant is liable for the cost of making good that damage to the extent that:

- 1) the damage was intentionally caused by the Tenant or those for whom the Tenant is responsible;
- 2) the damage was the result of an act or omission by the Tenant or those for whom the Tenant is responsible and that act or omission;
  - (i) Occurred on or about the premises; and
  - (ii) Constitutes and indictable offence within the meaning of the Summary Proceedings Act 1957; or

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- 3) Any insurance monies otherwise payable are rendered irrecoverable because of an act or omission of the Tenant or those for whom the Tenant is responsible.

The Tenant is not liable either for repair to water, drainage or electrical services or for repair, maintenance or rectification of work caused by a design defect or inherent defect.

(b) **Repair minor breakages**

Repair all glass breakages and breakage or damage to all doors, windows, light fittings, light bulbs, ballast and starters, fluorescent tubes and power points in the premises except to the extent that the breakage or damage is covered by the Landlord's insurance, in which case the Landlord is to spend all insurance money received in reinstatement of the breakage or damage. This provision shall apply notwithstanding any other provision in this lease.

(c) **Floor Coverings**

Keep all floor coverings in the premises clean and replace all floor coverings which are damaged, other than by fair wear and tear, with floor coverings of a similar quality. The Tenant shall not be obliged to replace floor coverings with floor coverings of a quality or condition better than at the commencement of this lease.

(d) **Make good defects**

Make good any damage to the property caused by improper careless or abnormal use by the Tenant or those for whom the Tenant is responsible.

10.2 Where the Tenant is leasing all the property the Tenant shall:

(a) **Maintain Yards**

Keep and maintain any car parks, pavings and other sealed or surfaced areas in good order and repair, fair wear and tear excepted. The Tenant shall not be liable for the repair of car parks pavings and other sealed or surfaced areas caused by inherent defects in the design or construction thereof.

(b) **Care of Grounds**

Keep any grounds yards and surfaced areas in a tidy condition and maintain any garden or law areas in a tidy and cared for condition.

(c) **Water and drainage**

Keep and maintain the storm or waste water drainage system including downpipes and guttering clear and unobstructed.

(d) **Other Works**

Carry out such works to the property as the Landlord may require in respect of which outgoings are payable by the Tenant.

10.3 The Tenant shall not be liable for the maintenance or repair of any building service.

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- 10.4 Notwithstanding any other provision of this lease, the Tenant shall not be liable to repair any inherent defect in the premises or the Landlord's fixtures and fittings nor to pay any outgoings incurred by the Landlord in remedying any inherent defect.
- 10.5 If the Landlord shall give the Tenant written notice of any failure on the part of the Tenant to comply with any of the requirements of clause 10, the Tenant shall with all reasonable speed so comply.

#### Toilets

11. The toilets sinks and drains shall be used for their designed purposes only and no substance or matter shall be deposited in them which could damage or block them.

#### Rubbish Removal

12. The Tenant shall regularly cause all the Tenant's rubbish and garbage to be removed from the premises and will keep the Tenant's rubbish bins or containers in a tidy condition. The Tenant will also at the Tenant's own expense cause to be removed all trade waste boxes and other goods or rubbish not removable in the ordinary course by the local authority.

#### Landlord's Maintenance

- 13.1 The Landlord shall at the Landlord's cost keep and maintain the property of which the premises form part including all land, all common areas the Landlord's fixtures and fittings and carparks, the building and all parts thereof including but not limited to the roof, doors, subfloor, foundations and load bearing walls, and all building services in good order and repair (and in respect of the building in a weatherproof and watertight condition, and in respect of the building services operating as they operated at the commencement of the term) and shall comply with all statutes, ordinance, proclamations, orders and regulations affecting or relating to the building and the premises which require compliance by the Landlord, whether or not the Tenant was in occupation thereof PROVIDED THAT nothing herein shall prejudice or affect the liability of the Tenant to observe the terms covenants and conditions on its part contained in this lease AND PROVIDED FURTHER THAT the Landlord shall not be liable for any:

- (a) Repair or maintenance which the Tenant is responsible to undertake; or
- (b) Loss suffered by the Tenant arising from any want of repair of defect unless the Landlord shall have received notice in writing thereof from the Tenant and shall not within a reasonable time thereafter have taken appropriate steps to remedy the same.
- 13.2 The Landlord shall keep and maintain service maintenance contracts for all building systems and features contained within the building and/or the property that require routine maintenance to meet the requirements of the Building Act 2004 and/or general industry standard routine maintenance. The Landlord will supply to the Tenant copies of all Independent Qualified Persons reports in respect of air conditioning and water tower checks and will, promptly at the Tenant's request, supply to the Tenant, copies of all reports, maintenance records or other relevant documents pertaining to the maintenance and repair of the premises and any plant, services, fixtures and fittings located on it. The Landlord agrees that whilst routine checks and cleans may be carried out during normal working hours, the replacement of any fan coil units shall be carried out outside normal



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working hours and the system shall be left in such a state that the balance of the units on the floor left can function as normal during normal working hours.

- 13.3 The Landlord will within reasonable time of receiving notice from the Tenant make good any design or inherent defects and repairs of a structural nature, and repair or replace any parts of the improvements or of the Landlord's fixtures and fittings or any damage to the common areas arising from fair wear and tear, to enable the Tenant to receive the full benefit of the premises. If the Landlord fails to make good within a reasonable time of receiving notice from the Tenant, the Tenant may carry out and be reimbursed by the Landlord for carrying out any such works, in accordance with clause 16.2.

#### **Notification of Defects**

14. The Tenant shall give to the Landlord prompt notice of any accident to or defect in the premises of which the Tenant may be aware and in particular in relation to any pipes or fittings used in connection with the water electrical gas or drainage services.

#### **Landlord's Right of Inspection**

- 15.1 The Landlord and the Landlord's employees contractors and invitees may at all times reasonably acceptable to the Tenant on reasonable notice to the Tenant and only when accompanied by a servant or agent of the Tenant enter upon the premises to view their condition. If the Landlord shall give the Tenant written notice of any failure on the part of the Tenant to comply with any of the requirements of Clause 10 the Tenant shall with all reasonable speed so comply.
- 15.2 Notwithstanding anything else herein the parties agree that the Tenant may require any person wishing to enter the premises to first provide their details for a security check. If the results of such check are not acceptable to the Tenant for any reason then such person may be refused entry to the premises
- 15.3 The Landlord shall not provide or allow the provision of any information relating to the structure, or access to, the premises in any way to any person without first obtaining the written permission of the Tenant, except to the extent that the Landlord shall be required by law to provide such information.

#### **Landlord May Repair**

- 16.1 If default shall be made by the Tenant in the due and punctual compliance with any repair notice given pursuant to the previous clause or in the event that any repairs for which the Tenant is responsible require to be undertaken as a matter of urgency then without prejudice to the Landlord's other rights and remedies expressed or implied the Landlord may by the Landlord's employees and contractors with all necessary equipment and material at such times reasonably acceptable to the Tenant on reasonable notice to the Tenant and only when accompanied by a servant or agent of the Tenant enter upon the premises to execute such works. Any moneys expended by the Landlord in executing such works shall be payable by the Tenant to the Landlord upon demand together with interest thereon at the default interest rate from the date of expenditure down to the date of payment.
- 16.2 If the Tenant has given the Landlord notice to comply with its maintenance and repair obligations pursuant to clause 13 and the Landlord fails to comply with the repair notice, or in the event that any repairs for which the Landlord is responsible need to be undertaken as a matter of urgency, then without prejudice to any other rights and

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remedies the Tenant may have, the Tenant or its employees and contractors, may carry out such works. Any moneys expended by the Tenant in executing such works, shall be payable by the Landlord upon demand, together with interest thereon at the default interest rate from the date of expenditure down to the date of payment, or if the Tenant elects set off against the annual rent.

#### Access for Repairs

17.1 The Tenant shall permit the Landlord and those employees and contractors of the Landlord that the Tenant has been provided with details of and who have passed the Tenant's security checks, at such times reasonably acceptable to the Tenant on reasonable notice to the Tenant and only when accompanied by a servant or agent of the Tenant to enter the premises to carry out repairs to the premises or adjacent premises and to install inspect repair renew or replace any services where the same are not the responsibility of the Tenant all such repairs inspections and work to be carried out with the least possible inconvenience to the Tenant.

17.2 If the Landlord desires to, or is required to, undertake any building works on the premises, including any repair or maintenance works, that involves the use of contractors or other third parties, the Landlord must procure any contractor or other third party who will have access to the premises to undertake such works to

- (a) Complete a security check on terms reasonably acceptable to the Tenant;
- (b) Provide the Tenant with a copy of the contractor's health and safety plan which shall be subject to the Tenant's reasonable approval prior to any work commencing; and
- (c) Familiarise themselves with and commit to complying with the Tenant's own health and safety plan in all material respects

#### USE OF PREMISES

##### Business Use

18.1 The Tenant shall not without the prior written consent of the Landlord use or permit the whole or any part of the premises to be used for any use other than the business use. The Landlord's consent shall not be unreasonably or arbitrarily withheld or delayed in respect of any proposed use:

- (a) Not in substantial competition with the business of any other occupant of the premises;
- (b) Reasonably suitable for the premises; and
- (c) Conforming with all town planning ordinances, provisions and consents including but not limited to the Resource Management Act 1991 or any other statutory provisions relating to resource consents.

If any change in use renders any increased or extra premium payable in respect of any policy or policies of insurance on the premises the Landlord as a condition of granting consent may require the Tenant to pay the increased or extra premium.

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- 18.2 If any change in use requires compliance with Sections 114 and 115 of the Building Act 2004 the Landlord, as a condition of granting consent, may require the Tenant to comply with Section 46 of the Act and to pay all compliance costs.
- 18.3 If the premises are a retail shop the Tenant shall keep the premises open for business during usual trading hours and fully stocked with appropriate merchandise for the efficient conduct of the Tenant's business PROVIDED HOWEVER that this subparagraph shall have no effect whilst Her Majesty the Queen for the purposes of the New Zealand Police is the Tenant hereunder.
- 18.4 The Landlord will not without the prior written consent of the Tenant use or permit any part of the property not forming part of the premises to be used for any use similar to the business use or a use in competition with the business of the Tenant carried on in the premises or is likely to create noise, dust, vibration or other interference with, or disruption to the business of the Tenant. The Landlord agrees to the Tenant withholding consent for incompatible neighbouring uses, provided that such consent is not unreasonably withheld.

#### **Lease of Premises and Carparks Only**

19. Subject to the provisions of paragraph 18.4 the Landlord shall at all times be entitled to use occupy and deal with the remainder of the property without reference to the Tenant PROVIDED HOWEVER that the Landlord will not, nor will the Landlord permit or suffer any other tenant or invitee, to obstruct or prevent the Tenant from having and exercising full free and unobstructed passage with or without motor vehicles along the driveway or access to the premises at all times.

#### **Neglect of Other Tenant**

20. Subject to the provisions of paragraph 19 hereof, the Landlord shall not be responsible to the Tenant for any act or default or neglect of any other tenant of the property.

#### **Signage**

- 21.1 The Tenant shall not affix paint or exhibit or permit to be affixed painted or exhibited any name sign name-plate signboard or advertisement of any description on or to the exterior of the building or the appurtenances thereof without the prior approval in writing of the Landlord but such approval shall not be unreasonably or arbitrarily withheld or delayed in respect of signage describing the Tenant's business. If approved, the signage shall be secured in a substantial and proper manner so as not to cause any damage to the building or any person and the Tenant shall at the end or sooner determination of the term remove the signage and make good any damage occasioned thereby.
- 21.2 So long as Her Majesty the Queen for the purposes of New Zealand Police is the Tenant hereunder, it shall be entitled without the further consent of the Landlord to paint the exterior of the premises in accordance with its established livery and to affix thereto its usual signs and logo.
- 21.3 The Landlord agrees that it will not alter the colour of the exterior of the premises without the prior written consent of the Tenant, nor will it permit any other tenant or invitee, to erect any signage to the exterior of the building or on the property which is incompatible with the Tenant's use of the premises.

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#### Additions and Alterations

- 22.1 The Tenant shall neither make nor allow to be made any alterations or additions to any part of the premises or alter the external appearance of the building without first producing to the Landlord on every occasion plans and specifications and obtaining the written consent of the Landlord (not to be unreasonably or arbitrarily withheld or delayed) for that purpose. If the Landlord shall authorise any alterations or additions and requests at the time the additions and alterations are carried out, that the Tenant reinstates the additions and alterations, the Tenant will at the Tenant's own expense, at the end of the term reinstate the premises. The Tenant will promptly discharge and procure the withdrawal of any liens or charges of which notice may be given to the Tenant or the Landlord in respect of any work carried out by the Tenant.
- 22.2 Notwithstanding anything else in this lease, the Tenant shall have the right to secure the premises by whatever means the Tenant deems necessary. The Tenant shall not be required to provide the Landlord with keys or any other means to access any such security installed by the Tenant until the termination of the lease. While Her Majesty the Queen for Police purposes is Tenant hereunder, the Tenant shall also have the right to install a microwave dish on the roof of the building in which the premises are located for the purpose of microwave-linked communications.
- 22.3 The Tenant when undertaking any "building work" to the premises (as that term is defined in the Building Act 2004), shall comply with all statutory requirements including the obtaining of building consents and code compliance certificates pursuant to that Act as they relate to the works proposed by the Tenant. In the event that any building consent sought by the Tenant triggers any upgrading requirement in relation to part of the building, building services or Landlord's fixtures or fittings, then the Landlord shall at its cost comply in full with any such requirement to ensure the Tenant's building work can progress without delay. The triggering of any such requirement shall not be a reasonable basis upon which the Landlord may refuse consent for the works under clause 22.1 above.

#### Compliance with Statutes and Regulations

- 23.1 The Tenant shall comply with the provisions of all statutes, ordinances, regulations and by-laws relating to the use of the premises by the Tenant or other occupant and will also comply with the provisions of all licences, requisitions and notices issued by any competent authority in respect of the premises or their use by the Tenant or other occupant PROVIDED THAT:
- (a) The Tenant shall not be required to make and shall be under no liability in respect of any structural repairs or alterations or carry out any improvements or upgrading of the building or the building services or other works of any kind, other than those required by reason of the particular nature of the business carried on by the Tenant or other occupant of the premises or the number or sex of persons employed on the premises.
  - (b) The Tenant shall not be liable to discharge the Landlord's obligations as owner under the Building Act 2004 and the Tenant shall not be required to comply with any statute ordinance regulation or by-law relating to or affecting the premises which requires compliance by the Landlord whether or not the Tenant was in occupation thereof PROVIDED THAT nothing herein shall prejudice or affect the liability of the Tenant to observe the terms covenants and conditions on its part contained in this lease.

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23.2 The Landlord covenants that the premises do not, and will not throughout the term, contain potential health hazards including but not limited to legionella, asbestos, combustible materials and toxic or chemical substances and if the premises contain any of the above that the Landlord will meet all statutory or health department requirements in respect of the same including cleaning up or managing the risks in accordance with best practices. The Landlord shall on demand provide the Tenant with evidence of such controls.

#### No Noxious Use

24. The Tenant shall not:

- (a) Bring upon or store within the premises nor allow to be brought upon or stored within the premises any machinery goods or things of an offensive noxious illegal or dangerous nature unless such items are at all time securely stored in accordance with applicable occupational health and safety, and industry best practice, standards.
- (b) Bring upon or store within the premises nor allow to be brought upon or stored within the premises any machinery goods or things of such weight size or shape which exceeds the maximum floor loading for the building as specified by the Landlord. Prior to the commencement date, the Landlord is to provide maximum floor loadings for both "point" loads, and "uniformly distributed" loads that it is safe for the building to carry.
- (c) Contaminate the property and shall undertake all works necessary to remove any contamination of the property other than the contamination which took place prior to the commencement date of the lease term. Contamination means any change in the physical, chemical or biological condition of the property by a "contaminant" as that word is defined in the Resource Management Act 1991.
- (d) Use the premises or allow them to be used for any noxious illegal or offensive trade or business; or
- (e) Allow any act or thing to be done which may be or grow to be a nuisance disturbance or annoyance to the Landlord other tenants of the property or any other person and generally the Tenant shall conduct the Tenant's business upon the premises in a clean quiet and orderly manner free from damage nuisance disturbance or annoyance to any such persons but the carrying on by the Tenant in a reasonable manner of the business use or any use to which the Landlord has consented shall be deemed not to be a breach of this clause.

#### Tenant Not to Void Insurances

25. The Tenant shall not carry on or allow upon the premises any trade or occupation or allow to be done any act or thing which:

- (a) Shall make void or voidable any policy of insurance on the property; or
- (b) May render any increased or extra premium payable for any policy of insurance except where in circumstances in which any increased premium is payable the Tenant shall have first obtained the consent of the insurer of the premises and the Landlord and made payment to the insurer of the amount of any such increased or extra premium as may be payable but the carrying on by the Tenant in a

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reasonable manner of the business use or of any use to which the Landlord has consented shall be deemed not to be a breach of this clause.

In any case where in breach of this clause the Tenant has rendered any insurance less effective or void and the Landlord has suffered loss or damage thereby the Tenant shall forthwith compensate the Landlord in full for such loss or damage.

#### DAMAGE TO OR DESTRUCTION OF PREMISES

##### Total Destruction

- 26.1 If the premises or any portion of the building of which the premises may form part shall be destroyed or so damaged:
- (a) As to render the premises untenable or incapable of being used by the Tenant for its particular business, then the Tenant may terminate the term of this Lease immediately; or
  - (b) In the reasonable opinion of the Landlord as to require demolition or reconstruction, then the Landlord may within one (1) month of the date of damage or destruction give the Tenant twenty (20) working days written notice to terminate.
- 26.2 Following termination pursuant to this clause all rent and outgoings shall cease to be payable from the date of termination and all rents and outgoings paid in advance by the Tenant that shall have abated during the period from the date of damage until the date of termination pursuant to clause 26.5 shall be refunded by the Landlord to the Tenant forthwith and any rent and outgoings paid beyond the date of termination shall be apportioned as at the date of termination and refunded by the Landlord to the Tenant forthwith. Any termination pursuant to this clause shall however be without prejudice to the rights of either party against the other.
- 26.3 If this lease is not terminated, pursuant to this clause, then the Landlord is to reinstate the premises with all reasonable speed, using materials and form of construction and according to such plan as the Landlord and Tenant shall reasonably agree to and shall be sufficient, so long as it is reasonably similar to the materials and form of construction and plan as subsisted prior to the damage or destruction and reasonably adequate for the Tenant's occupation and use of the premises. Where any rent and outgoings have been paid by the Tenant in advance such rent and outgoings that abate for the period from the date of the damage until the date of the completion of the repairs and reinstatement pursuant to clause 26.5 shall be credited by the Landlord towards the rental and outgoings payable by the Tenant.
- 26.4 If the Landlord fails to repair or reinstate the premises within a reasonable time either pursuant to this clause or clause 27, then the Tenant may terminate this lease, by giving notice in writing to the Landlord. The term of this lease will then be deemed to have ended as from the date the damage occurred, but will not effect the rights of either party against the other in respect of any prior breach of any of the covenants, conditions or agreements contained or implied in the lease.
- 26.5 From the date of damage until the date of termination or the completion of repairs or reinstatement (as the case may be) the rent and outgoings payable by the Tenant under this lease will be reduced by a fair proportion according to the nature and extent of the damage.

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#### Partial Destruction

27.1 If the premises or any portion of the building of which the premises may form part shall be damaged but not so as to render the premises untenable or incapable of being used by the Tenant for its particular business, and:

(a) The Landlord's policy or policies of insurance shall not have been invalidated or payment of the policy moneys refused in consequence of some act or default of the Tenant; and

(b) All the necessary permits and consents shall be obtainable,

then the Landlord shall with all reasonable speed expend all the insurance moneys received by the Landlord in respect of such damage towards repairing such damage or reinstating the premises and/or the building and the Landlord must make up any difference between the cost of such repair or reinstatement and the insurance money received from the Landlord's own funds.

27.2 Any repair or reinstatement may be carried out by the Landlord using such materials and form of construction and according to such plan as the Landlord and Tenant shall reasonably agree to and shall be sufficient so long as it reasonably similar to the materials and form of construction and plan as subsisted prior to the damage or destruction and reasonably adequate for the Tenant's occupation and use of the premises and where any rent and outgoings have been paid by the Tenant in advance such rent and outgoings that abate for the period from the date of the damage until the date of the completion of the repairs and reinstatement pursuant to clause 27.4 shall be credited by the Landlord towards the rental and outgoings payable by the Tenant.

27.3 If any necessary permit or consent shall not be obtainable then the term shall at once terminate but without prejudice to the rights of either party against the other, including in particular the obligation upon the Landlord to refund to the Tenant any rent and outgoings paid in advance by the Tenant that abate for the period from the date of damage until the date of termination pursuant to clause 27.4 or that apply to the period beyond the date of termination as if termination had been effected pursuant to Clause 26 hereof.

27.4 From the date of damage until the date of termination or completion of the repairs or reinstatement (as the case may be) the rent and outgoings payable by the Tenant under this lease shall be reduced by a fair proportion according to the nature and extent of the damage.

#### DEFAULT

##### Cancellation

28. The Landlord may (in addition to the Landlord's right to apply to the Court for an order for possession) cancel this Lease by re-entering the premises at the time or any time thereafter:

(a) If the rent shall be in arrear twenty (20) working days after any of the rent payment dates and the Tenant has failed to remedy that breach within ten (10) working days after service on the Tenant of a notice in accordance with section 245 of the Property Law Act 2007;

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- (b) In case of breach by the Tenant of any covenant or agreement on the Tenant's part herein expressed or implied (other than the covenant to pay rent) after the Tenant has failed to remedy that breach within the period specified in a notice served on the Tenant in accordance with Section 246 of the Property Law Act 2007;
- (c) If the Tenant shall make or enter into or endeavour to make or enter into any composition assignment or other arrangement with or for the benefit of the Tenant's creditors;
- (d) In the event of the insolvency bankruptcy or liquidation of the Tenant; or
- (e) If the Tenant shall suffer distress or execution to issue against the Tenant's property goods or effects under any judgment against the Tenant in any Court of a sum in excess of Twenty five thousand dollars (\$25,000.00) PROVIDED HOWEVER that this subclause shall have no application or effect whilst Her Majesty the Queen for the purposes of the New Zealand Police is the Tenant hereunder;

And the term shall terminate on such re-entry but without prejudice to the rights of either party against the other.

#### Chattels

29. Upon re-entry the Landlord may remove from the premises any chattels in the apparent possession of the Tenant and place them in secure premises at the expense of the Tenant and notify the Tenant in writing as to their whereabouts.

#### Essentiality of Payments

- 30.1 Failure to pay rent or other moneys payable hereunder within ten (10) working days after the due date and written notice by the Landlord shall be a breach going to the essence of the Tenant's obligations under the lease. The Tenant shall compensate the Landlord and the Landlord shall be entitled to recover damages from the Tenant for such breach. Such entitlement shall subsist notwithstanding any determination of the lease and shall be in addition to any other right or remedy which the Landlord may have.

- 30.2 The acceptance by the Landlord of arrears of rent or other moneys shall not constitute a waiver of the essentiality of the Tenant's continuing obligation to pay rent and other moneys.

#### Repudiation

- 31.1 The Tenant shall compensate the Landlord and the Landlord shall be entitled to recover damages for any loss or damage suffered by reason of any acts or omissions of the Tenant constituting a repudiation of the lease or the Tenant's obligations under the lease. Such entitlement shall subsist notwithstanding any determination of the lease and shall be in addition to any other right or remedy which the Landlord may have.
- 31.2 The Landlord is to compensate the Tenant and the Tenant shall be entitled to recover any damages for any loss or damage suffered by reason of any acts or omissions of the Landlord constituting a repudiation of the lease or the Landlord's obligations under the lease. Such entitlement shall subsist notwithstanding any cancellation or early



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### 2: ENCUMBRANCES: DEED OF LEASE WITH THE NEW ZEALAND POLICE

termination of the lease and shall be in addition to any other right or remedy which the Tenant may have.

#### REMOVAL OF TENANT'S FIXTURES

32. The Tenant not being in breach may at the end or earlier termination of the term, but shall not be required by the Landlord to, remove all the Tenant's fixtures and fittings and make good at the Tenant's own expense all resulting damage. If the Tenant does not remove its fixtures and fittings within five (5) working days of the end or earlier termination of this lease, ownership of the Tenant's fixtures and fittings passes to the Landlord.

#### QUIET ENJOYMENT

33. The Tenant paying the rent and performing and observing all the covenants and agreements herein expressed and implied shall quietly hold and enjoy the premises throughout the term without any interruption by the Landlord or any person claiming under the Landlord.

#### RENEWAL OF TERM

34. If during the term hereof the Tenant has paid the rent and the outgoings at the time and in the manner provided herein and has given to the Landlord written notice at least three (3) calendar months but not more than six months before the expiry of the term of the Tenant's desire to renew the lease (**Tenant's Notice**) and is not at the time of giving such notice in breach of this lease, then the Landlord will grant a new lease for the next further term from the renewal date subject to the following conditions:
- (a) The Tenant's Notice is conditional upon the rent to be payable (in accordance with sub-clause (b) hereof) from the beginning of the renewed term, being agreed to by the Tenant before the expiry of the term. Upon agreement on the rent being reached in accordance with clause 34(b), the Tenant's Notice shall be deemed to be irrevocable.
  - (b) The Landlord will notify the Tenant in writing of the annual rent considered by the Landlord to be the current market rent as at the renewal date which notice is to be accompanied by a signed registered valuer's certificate substantiating the new rent proposed, within twenty (20) working days of receiving the Tenant's Notice. If the Tenant disagrees that the proposed new rent is the current market rent, the Tenant is to provide the Landlord with notice in writing disputing that the new rent proposed by the Landlord is the current market rent and specifying the rent proposed by the Tenant as the current market rent for the premises, which notice is to be accompanied by a signed registered valuer's certificate substantiating the new rent. Immediately following the Tenant's notice disputing the rent, the parties shall endeavour to agree upon the current market rent. If the parties fail to agree on the new rent prior to the expiry of the term, the parties agree that the Tenant's Notice is revoked and the lease expires on the expiration of the current term. Notwithstanding the foregoing, the Landlord agrees that the Tenant has three months in which to vacate the premises, from the date of expiry of the term. During this holding over period, the Tenant shall pay the annual rent payable immediately prior to the renewal date.

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### 2: ENCUMBRANCES: DEED OF LEASE WITH THE NEW ZEALAND POLICE

- (c) Such annual rent shall be subject to review during the further term on the review dates or if no dates are specified then after the lapse of the equivalent periods of time as are provided herein for rent reviews.
- (d) The Landlord as a condition of granting a new lease shall be entitled to have the new lease guaranteed by a guarantor who has guaranteed this lease on behalf of the Tenant who have given notice.
- (e) The new lease shall otherwise be upon and subject to the covenants and agreements herein expressed and implied except that the term of this lease plus all further terms shall expire on or before the final expiry date.
- (f) If the rent has not been determined in accordance with clause 34(b) above by the renewal date, for the period following the renewal date until the determination of the rent, the Tenant shall continue to pay the annual rent payable immediately prior to the renewal date. Upon determination of the annual rent an appropriate adjustment will be made (if necessary).

### ASSIGNMENT OR SUBLETTING

- 35.1 The Tenant shall not assign sublet or otherwise part with the possession of the premises or any part thereof without first obtaining the written consent of the Landlord which the Landlord shall give if the following conditions are fulfilled:
- (a) The Tenant proves to the reasonable satisfaction of the Landlord that the proposed assignee or subtenant is (or in the case of a company the shareholders of the proposed assignee or subtenant are) respectable responsible and has the financial resources to meet the Tenant's commitments under this lease.
  - (b) All rent and other moneys payable have been paid and there is not any subsisting breach of any of the Tenant's covenants.
  - (c) In the case of an assignment a deed of covenant in customary form approved or prepared by the Landlord is duly executed and delivered to the Landlord.
  - (d) In the case of an assignment to a company (other than a company listed on the main board of a public stock exchange) a deed of guarantee in customary form approved or prepared by the Landlord is duly executed by the principal shareholders of that company and delivered to the Landlord.
  - (e) The Tenant pays the Landlord's reasonable and proper costs and disbursements in respect of the approval or preparation of any deed of covenant.
- 35.2 Where the Landlord consents to a subletting the consent shall extend only to the subletting and notwithstanding anything contained or implied in the sublease the consent shall not permit any subtenant to deal with the sublease in any way in which the Tenant is restrained from dealing without consent.
- 35.3 Where any Tenant is a company which is not listed on the main board of a public stock exchange then any change in the legal or beneficial ownership of any of its shares or issue of new capital whereby in either case there is a change in the effective management or control of the company is deemed to be an assignment of this lease.

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### 2: ENCUMBRANCES: DEED OF LEASE WITH THE NEW ZEALAND POLICE

35.4 Notwithstanding any Rule of Law or anything herein expressed or implied to the contrary where Her Majesty the Queen for the Purposes of the New Zealand Police as Tenant assigns this lease under the provisions of this clause all the liabilities of the Tenant expressed or implied under this lease whether contingent or otherwise for the payment of future rents or other moneys or the future observance and performance of any of the covenants conditions or agreements on the part of the Tenant shall cease and determine absolutely as from the date of the assignment thereof but without releasing the Tenant from liability for any antecedent breach thereof.

#### CARPARKS

36.1 The Tenant shall have the right to exclusive possession of the leased carparks, but when any carpark is not being used by the Tenant other persons shall be entitled to pass over the same.

36.2 The Landlord may carry out repairs to the carparks and no abatement of rent or other compensation shall be claimed by the Tenant except pursuant to clauses 26 or 27.

36.3 The Tenant shall comply with the Landlord's reasonable requirements relating to the use of the carparks and access thereto and in particular shall only use the carparks for the parking of one car per parking space.

36.4 The provisions of the Second Schedule shall apply to the carparks as appropriate.

#### DISPOSAL OF LANDLORD'S INTEREST

37. Subject to the provisions of this clause the Landlord may at any time dispose of the Landlord's interest in the premises provided:

(a) That any such disposal shall preserve to the Tenant all the Tenant's rights and remedies under this lease; and

(b) That while Her Majesty the Queen is the Tenant and occupies the premises the following further provisions shall apply:

(i) The Landlord shall advise the Tenant in writing of the person or corporation to whom the Landlord intends to dispose of its interest in the premises (**proposed Assignee**).

(ii) If the Tenant has any objection to the proposed Assignee because the Tenant reasonably apprehends in good faith that either:

(aa) The proposed Assignee presents an actual or potential threat to the discharge by the Tenant of the Tenant's statutory obligations;  
or

(bb) The role or function of the Tenant will be prejudiced by the proposed Assignee becoming the Landlord;

then the Tenant shall within five (5) working days of receiving the Landlord's advice pursuant to (i) above, notify the Landlord in writing of its objection to the proposed Assignee and shall substantiate its reasonable apprehension to the reasonable satisfaction of the Landlord;

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### 2: ENCUMBRANCES: DEED OF LEASE WITH THE NEW ZEALAND POLICE

- (iii) If the Landlord does not receive written notice from the Tenant pursuant to sub-clause (ii) (aa) or (bb) above together with grounds to substantiate its reasonable apprehension within five (5) working days from the date of its advice to the Tenant, the Tenant shall be deemed to have accepted the proposed Assignee.
- (iv) If the Tenant objects to the proposed Assignee in accordance with sub-clause (ii) (aa) and (bb) above, then the Landlord shall not dispose of its interest to the proposed Assignee.
- (v) If the Landlord fails to advise the Tenant in writing of the disposal of its interest in the premises and the Tenant has objections to the assignee based on those reasons set out in subclauses 37(b)(ii)(aa) and (bb) above, then the Tenant shall be entitled at any time thereafter to terminate this Lease on five (5) working days written notice and the Tenant's obligations under this Lease shall cease from the expiration of such notice.

#### GENERAL

##### Holding Over

38. If the Landlord permits the Tenant to remain in occupation of the premises after the expiration or sooner determination of the term, such occupation shall be a periodic tenancy only terminable by twenty (20) working days notice at the rent then payable per month for the premises and otherwise on the same covenants and agreements (so far as applicable to a periodic tenancy) as herein expressed or implied.

##### Access for Re-Letting

39. If the Tenant has not given notice of its intention to renew this lease, the Tenant shall during the period of three months immediately preceding the expiration of the term allow the Landlord at all times reasonably acceptable to the Tenant, on reasonable notice to the Tenant, and only when accompanied by a servant or agent of the Tenant, to enter upon the premises to view the premises provided always such viewing is conducted in a manner which does not cause disruption to the Tenant.

##### Suitability

40. No warranty or representation expressed or implied has been or is made by the Landlord that the premises are now suitable or will remain suitable or adequate for use by the Tenant or that any use of the premises by the Tenant will comply with the by-laws or ordinances or other requirements of any authority having jurisdiction.

##### Waiver

41. No waiver or failure to act by the Landlord in respect of any breach by the Tenant shall operate as a waiver of another breach.

##### No Registration

- 42.1 The Landlord shall not be required to do any act or thing to enable this lease to be registered and the Tenant will not register a caveat in respect of the Tenant's interest hereunder.

**2: ENCUMBRANCES: DEED OF LEASE WITH THE NEW ZEALAND POLICE**

- 42.2 The Landlord agrees that the Tenant is permitted to designate the land on which the premises are located and/or to register a Gazette Notice recording the Tenant's use of the premises against the Landlord's certificate of title to the property and, if requested, the Landlord agrees to take all reasonable steps and sign any documentation required to enable such registration, including producing the certificate of title to the property for registration.
- 42.3 The Landlord will if requested by the Tenant, obtain the consent of any mortgagee of the property to this lease.

**Notices**

- 43.1 All notices must be in writing and must be served by one of the following means:
- in the case of a notice under sections 245 or 246 of the Property Law Act 2007 in the manner prescribed by section 353 of that Act; and
  - in all other cases, unless otherwise required by sections 352 to 361 of the Property Law Act 2007:
    - in the manner authorised by sections 354 to 361 of the Property Law Act 2007; or
    - by personal delivery, or by posting by registered or ordinary mail, or by facsimile transmission.
- 43.2 All notices to be given to the Landlord or to the Tenant hereunder shall be deemed sufficiently served:
- in the case of personal delivery, when received by the addressee at the address detailed in clause 43.3; and
  - in the case of posting by registered mail, on the 3rd working day following the date of posting to the addressee at the address detailed in clause 43.3; and
  - in the case of facsimile transmission, on the working day following the date of sending to the addressee's facsimile number designated in clause 43.3 provided that the sender produces a confirmation notice that the facsimile has been sent on that day.
- 43.3 Details for Notices:
- Landlord: [                 ]
- Tenant: The District Commander
- [                 ]
- 43.4 A notice shall be valid if given by the duly authorised representative of the party giving the notice. If a notice is not given by the Landlord, it is to be supported by satisfactorily written delegation from the Landlord confirming the appointment of the party giving the notice.

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### 2: ENCUMBRANCES: DEED OF LEASE WITH THE NEW ZEALAND POLICE

#### Arbitration

44 (a) Any controversy or claim arising out of or related to this agreement or the breach thereof, including the circumstances in which it was formed, and any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in accordance with the Arbitration Act 1996 and the express provisions of this clause shall prevail in the event of any inconsistency with the Act, to the extent permitted by law.

(b) The dispute(s) shall be determined by a sole arbitrator.

(c) In respect of the First Schedule to the Arbitration Act 1996 the parties "otherwise agree" to the following:

Article 3 - in addition to the stated methods of giving notice, facsimile shall also be permitted.

Article 11(2) - in the absence of agreement, the arbitrator shall be appointed by the President of the Auckland District Law Society.

Article 26 - the arbitrator shall not appoint any expert to advise except with the written consent of both parties.

Article 31(5) - a sum directed to be paid by an Award shall carry interest at the default interest rate and shall be payable if the sum directed to be paid by the Award is not paid ten (10) working days after the date upon which it was ordered to be paid or in the absence of any such date ten (10) working days after the date of the Award.

(d) In respect of the Second Schedule to the Arbitration Act 1996 the following provisions shall not apply:

Clause 1 - default appointment of arbitrator

Clause 2(2) - consolidation of arbitral proceedings which do not all have the same arbitral tribunal.

#### Interpretation

45. In this lease

(a) "the Landlord" and "the Tenant" means where appropriate the executors, administrators, successors and permitted assigns of the Landlord and the Tenant.

(b) "the property" and "the building" means the land and building(s) of the Landlord which comprise or contain the premises. Where the premises are part of a unit title development the words "the property" mean the land and building(s) comprised in the development.

(c) "the common areas" means those parts of the property the use of which is necessary for the enjoyment of the premises and which is shared with other tenants and occupiers.

(d) "GST" means Goods and Services Tax.

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### 2: ENCUMBRANCES: DEED OF LEASE WITH THE NEW ZEALAND POLICE

- (e) "structural repair, alteration and addition" means a repair, alteration or addition to the structure or fabric of the building but excluding building services.
- (f) "renewal" means the granting of a new lease as provided for in clause 35.
- (g) "working day" has the meaning given to it in the Property Law Act 2007. Notice is served after 5pm on a working day, or on a day that is not a working day, shall be deemed to be served on the next succeeding working day.
- (h) Whenever words appear in this lease that also appear in the First Schedule then those words shall mean and include the details supplied after them in the First Schedule.
- (i) Where the context requires or admits, words importing the singular shall import the plural and vice versa.
- (j) Where the Landlord's consent to any matter is required under this Lease, then unless expressly stated to the contrary in this Lease, in each case the Landlord:
  - (i) must not unreasonably withhold consent; and
  - (ii) must, within a reasonable time of the Landlord's consent being requested;
    - (a) grant that consent; or
    - (b) notify the Tenant in writing that the consent is withheld.

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**2: ENCUMBRANCES: DEED OF LEASE WITH THE NEW ZEALAND POLICE**

**SCHEDULE 3**

Plan of Premises

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**DOCUMENTS**

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**2: ENCUMBRANCES: DEED OF LEASE WITH THE NEW ZEALAND POLICE**

**SCHEDULE 4**

Photographs of Condition of Premises at Commencement Date

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## 2.4 Oraeroa Conservation Covenant



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### 2: ENCUMBRANCES: ORAEROA CONSERVATION COVENANT

<b>"Minerals"</b>	means any mineral that is not a Crown-owned mineral under section 2 of the Crown Minerals Act 1991.
<b>"Minister"</b>	means the Minister of Conservation.
<b>"Natural Water"</b>	includes water contained in streams the banks of which have, from time to time, been re-aligned.
<b>"Owner"</b>	means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.
<b>"Reserve Values"</b>	means any or all of the Land's natural environment, landscape amenity, wildlife, freshwater life, marine life habitat, or historic values as specified in Schedule 1.
<b>"Working Days"</b>	means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the Land is situated.

#### 1.2 For avoidance of doubt:

- 1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute.
- 1.2.2 references to clauses are references to clauses in this Covenant.
- 1.2.3 references to parties are references to the Owner and the Minister.
- 1.2.4 words importing the singular number include the plural and vice versa.
- 1.2.5 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the Background. Where the parties disagree over the interpretation of anything contained in this Covenant, and seek to determine the issue, the parties must have regard to the matters contained in the Background.
- 1.2.6 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done.
- 1.2.7 words importing one gender include the other gender.
- 1.2.8 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity.
- 1.2.9 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

## 2 OBJECTIVES OF THE COVENANT

- 2.1 The Land must be managed so as to preserve the Reserve Values;

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### 2: ENCUMBRANCES: ORAEROA CONSERVATION COVENANT

#### 3 IMPLEMENTATION OF OBJECTIVE

- 3.1 Unless agreed in writing by the parties the Owner must not carry out or permit on or in relation to the Land:
- 3.1.1 grazing of the Land by livestock;
  - 3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;
  - 3.1.3 the planting of any species of exotic tree, shrub or other plant;
  - 3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;
  - 3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;
  - 3.1.6 any cultivation, earth works or other soil disturbances;
  - 3.1.7 any archaeological or other scientific research involving disturbance of the soil;
  - 3.1.8 the damming, diverting or taking of Natural Water;
  - 3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;
  - 3.1.10 any other activity which might have an adverse effect on the Reserve Values;
  - 3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;
  - 3.1.12 the erection of utility transmission lines across the Land.
- 3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:
- 3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;
  - 3.2.2 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;
  - 3.2.3 keep the Land free from exotic tree species;
  - 3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
  - 3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or

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### 2: ENCUMBRANCES: ORAEROA CONSERVATION COVENANT

authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;

3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 4.1.2;

3.2.7 comply with all requisite statutes, regulations and bylaws in relation to the Land.

3.3 The Owner acknowledges that:

3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;

3.3.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.

### 4 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

4.1 The Minister must:

4.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant.

4.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of the Minister, the Director-General's employees or contractors, or any member of the public exercising any of the rights conferred by this Covenant.

4.2 The Minister may:

4.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in the objectives specified in clause 2 subject to any financial, statutory or other constraints which may apply to the Minister from time to time;

4.2.2 prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

### 5 JOINT OBLIGATIONS

The Owner or the Minister may, by mutual agreement, carry out any work, or activity or improvement or take any action either jointly or individually better to achieve the objectives set out in clause 2.

### 6 DURATION OF COVENANT

6.1 This Covenant binds the parties in perpetuity to the rights and obligations contained in it.

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### 2: ENCUMBRANCES: ORAEROA CONSERVATION COVENANT

#### 7 OBLIGATIONS ON SALE OF LAND

- 7.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant.
- 7.2 Such agreement must include an agreement by the purchaser, lessee, or assignee to ensure that on a subsequent sale, lease, or assignment, a subsequent purchaser, lessee, or assignee will comply with the terms of this Covenant including this clause.
- 7.3 If, for any reason, this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

#### 8 CONSENTS

- 8.1 The Owner must obtain the consent of any mortgagees of the Land to this Covenant.

#### 9 MISCELLANEOUS MATTERS

##### 9.1 Rights

- 9.1.1 The rights granted by this Covenant are expressly declared to be in the nature of a covenant.

##### 9.2 Trespass Act:

- 9.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise;
- 9.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

##### 9.3 Reserves Act

- 9.3.1 In accordance with section 77(3) of the Reserves Act 1977 but subject to the terms and conditions set out in this Covenant, sections 93 to 105 of the Reserves Act 1977, as far as they are applicable and with the necessary modifications, apply to the Land as if the Land were a reserve.

##### 9.4 Title

- 9.4.1 This Covenant must be signed by both parties and registered against the Certificate of Title to the Land.

##### 9.5 Acceptance of Covenant

- 9.5.1 The parties agree to be bound by the provisions of the Covenant including during the period prior to the Covenant's registration.

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### 2: ENCUMBRANCES: ORAEROA CONSERVATION COVENANT

#### 9.6 Fire

- 9.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority (as defined in the Forest and Rural Fires Act 1977) and the Minister in the event of wildfire upon or threatening the Land;
- 9.6.2 If the Minister is not the appropriate Fire Authority for the Land, the Minister will render assistance to the Fire Authority in suppressing the fire if:
- 10.6.2.1 requested to do so; or
  - 10.6.2.2 if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977;
- 9.6.3 This assistance will be at no cost to the Owner unless the Owner is responsible for the wild fire through wilful action or negligence (which includes the case where the wild fire is caused by the escape of a permitted fire due to non adherence to the conditions of the permit).

#### 10 DEFAULT

- 10.1 Where either the Owner or the Minister breaches any of the terms and conditions contained in this Covenant the other party:
- 10.1.1 may take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and
  - 10.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.
- 10.2 Should either the Owner or the Minister become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:
- 10.2.1 advise the defaulting party of the default;
  - 10.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and
  - 10.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

#### 11 DISPUTE RESOLUTION PROCESSES

- 11.1 If any dispute arises between the Owner and the Minister in connection with this Covenant, the parties must, without prejudice to any other rights they may have under this Covenant, attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the parties.



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**2: ENCUMBRANCES: ORAEROA CONSERVATION COVENANT**

**11.2 Mediation**

- 11.2.1 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;
- 11.2.2 If the parties do not agree on a mediator, the President of the New Zealand Law Society is to appoint the mediator.

**11.3 Failure of Mediation**

- 11.3.1 In the event that the matter is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply.
- 11.3.2 Notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President for the time being of the New Zealand Law Society.
- 11.3.3 The parties further agree that the results of arbitration are to be binding upon the parties.

**12 NOTICES**

- 12.1 Any notice to be given under this Covenant by one party to the other is to be in writing and sent by personal delivery, by pre-paid post, or by facsimile addressed to the receiving party at the address or facsimile number set out in Schedule 2.
- 12.2 A notice given in accordance with clause 12.1 will be deemed to have been received:
  - (a) in the case of personal delivery, on the date of delivery;
  - (b) in the case of pre-paid post, on the third working day after posting;
  - (c) in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.
- 12.3 The Owner must notify the Minister of any change of ownership or control or all or any part of the Land and must supply the Minister with the name and address of the new owner or person in control.

Executed as a Deed

Signed by \_\_\_\_\_ as )  
Owner in the presence of : )

Witness: \_\_\_\_\_

Address : \_\_\_\_\_

Occupation: \_\_\_\_\_

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2: ENCUMBRANCES: ORAEROA CONSERVATION COVENANT

Signed by \_\_\_\_\_ and )  
acting under a written delegation from the Minister )  
of Conservation and exercising his/her powers under )  
section 117 of the Reserves Act 1977 as designated )  
Commissioner in the presence of : )

Witness: \_\_\_\_\_

Address : \_\_\_\_\_

Occupation: \_\_\_\_\_

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### 2: ENCUMBRANCES: ORAEROA CONSERVATION COVENANT

#### SCHEDULE 1

##### **Description of Land:**

South Auckland Land District

10 hectares approximately, being part of Lot 9 DP 5099. Subject to survey.

##### **Reserve Values to be protected in Oraeroa**

##### **The natural landscape amenity of the area**

Oraeroa provides forested landscape amenity values contiguous with the rest of the Kaimai Range, bisected by the upper reaches of the Wainui River which pass through the site.

##### **The natural environment values as represented by the indigenous flora and fauna of the land**

Oraeroa is made up of mostly lowland tawa-rewarewa forest to the west and tawa-rewarewa forest leading to mānuka on the east of the Wainui River.

The shortjaw kokopu *Galaxias postvectis*, which has a threatened species classification of 'at risk – declining' has been recorded in the Wainui River and the river also provides habitat for other native aquatic species.

The native forest provides habitat for indigenous fauna including kererū (New Zealand Pigeon) *Hemiphaga novaeseelandiae* and the pekeketua (Hochstetter's frog) *Leiopelma hochstetteri* which has a threatened species classification of 'at risk – relict'.

##### **The Historical/archaeological values of the area**

The historic value of the Land includes an unrecorded urupā.

##### **Hapū historic, cultural and spiritual values**

Oraeroa is of significant ancestral value to Pirirākau. Oraeroa was a traditional bush settlement of Pirirākau, located near the Parapara Stream where native flora and fauna was harvested by our tupuna for kai, building materials and medicinal purposes. The kainga was also a resting area for those travelling between Tauranga and the Waikato Matamata Districts over the Wairere and Te Tuhi Tracks. During the days when flax was exported from Tauranga, Ngāti Haua in particular frequently rested at this nohoanga while carrying dressed muka over the Wairere and Te Tuhi tracks. This covenant provides Pirirākau the opportunity to revitalise their connection to Oraeroa for the purpose of establishing nohoanga and facilitating wānanga. The return of this reserve is highly regarded as a contribution to the rebuilding of the tribal estate of Pirirākau and ultimately enhancing the mana of the hapū. The expectation is that this land will be managed in accordance with the tikanga of Pirirākau.

**DOCUMENTS**

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**2: ENCUMBRANCES: ORAEROA CONSERVATION COVENANT**

**SCHEDULE 2**

**Address for Service**

The address for service of the Owner is:

Ngā Hapū o Ngāti Ranginui Settlement Trust  
Old Tauranga Post Office Building  
51 Willow Street  
PO Box 2230  
TAURANGA

The address for service of the Minister is:

Tauranga Area Manager  
Department of Conservation  
253 Chadwick Road  
Greerton  
Tauranga

DOCUMENTS

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2: ENCUMBRANCES: ORAEROA CONSERVATION COVENANT

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

Solicitor for the Minister of  
Conservation

CONSERVATION COVENANT

Under section 77 of the  
Reserves Act 1977

---

to

MINISTER OF CONSERVATION

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Legal Services  
Department of Conservation

**2.5 Te Kaki Conservation Covenant**



## DOCUMENTS

### 2: ENCUMBRANCES: TE KAKI CONSERVATION COVENANT

<b>"Conservation Values"</b>	means the conservation values specified in Schedule 1.
<b>"Covenant"</b>	means this Deed of Covenant made under section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977.
<b>"Director-General"</b>	means the Director-General of Conservation.
<b>"Fence"</b>	includes a gate.
<b>"Fire Authority"</b>	means a fire authority as defined in the Forest and Rural Fires Act 1977.
<b>"Land"</b>	means the land described in Schedule 1.
<b>"Minerals"</b>	means any mineral that is not a Crown-owned mineral under section 2 of the Crown Minerals Act 1991.
<b>"Minister"</b>	means the Minister of Conservation.
<b>"Natural Water"</b>	includes water contained in streams the banks of which have, from time to time, been re-aligned.
<b>"Owner"</b>	means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.
<b>"Reserve Values"</b>	means any or all of the Land's natural environment, landscape amenity, wildlife, freshwater life, marine life habitat, or historic values as specified in Schedule 1.
<b>"Working Days"</b>	means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the Land is situated.

#### 1.2 For avoidance of doubt:

- 1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute.
- 1.2.2 references to clauses are references to clauses in this Covenant.
- 1.2.3 references to parties are references to the Owner and the Minister.
- 1.2.4 words importing the singular number include the plural and vice versa.
- 1.2.5 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the Background. Where the parties disagree over the interpretation of anything contained in this Covenant, and seek to determine the issue, the parties must have regard to the matters contained in the Background.



## DOCUMENTS

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### 2: ENCUMBRANCES: TE KAKI CONSERVATION COVENANT

- 1.2.6 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done.
- 1.2.7 words importing one gender include the other gender.
- 1.2.8 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity.
- 1.2.9 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

### 2 OBJECTIVES OF THE COVENANT

#### 2.1 The Land must be managed:

- 2.1.1 for Conservation Purposes;
- 2.1.2 so as to preserve the Reserves Values;
- 2.1.3 to provide, subject to this Covenant, freedom of access to the public for the appreciation and recreational enjoyment of the Land.

### 3 IMPLEMENTATION OF OBJECTIVE

#### 3.1 Unless agreed in writing by the parties the Owner must not carry out or permit on or in relation to the Land:

- 3.1.1 grazing of the Land by livestock;
- 3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;
- 3.1.3 the planting of any species of exotic tree, shrub or other plant;
- 3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;
- 3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;
- 3.1.6 any cultivation, earth works or other soil disturbances;
- 3.1.7 any archaeological or other scientific research involving disturbance of the soil;
- 3.1.8 the damming, diverting or taking of Natural Water;
- 3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;
- 3.1.10 any other activity which might have an adverse effect on the Conservation Values or Reserve Values;

## DOCUMENTS

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### 2: ENCUMBRANCES: TE KAKI CONSERVATION COVENANT

- 3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;
- 3.1.12 the erection of utility transmission lines across the Land.
- 3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:
  - 3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;
  - 3.2.2 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;
  - 3.2.3 keep the Land free from exotic tree species;
  - 3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
  - 3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;
  - 3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 5.1.2;
  - 3.2.7 comply with all requisite statutes, regulations and bylaws in relation to the Land.
- 3.3 The Owner acknowledges that:
  - 3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;
  - 3.3.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.

## 4 PUBLIC ACCESS

- 4.1 The Owner must, subject to this Covenant, permit the public to enter upon the Land.

## 5 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

- 5.1 The Minister must:

## DOCUMENTS

### 2: ENCUMBRANCES: TE KAKI CONSERVATION COVENANT

- 5.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant.
  - 5.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of the Minister, the Director-General's employees or contractors, or any member of the public exercising any of the rights conferred by this Covenant.
- 5.2 The Minister may:
- 5.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in the objectives specified in clause 2 subject to any financial, statutory or other constraints which may apply to the Minister from time to time;
  - 5.2.2 prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

## 6 JOINT OBLIGATIONS

The Owner or the Minister may, by mutual agreement, carry out any work, or activity or improvement or take any action either jointly or individually better to achieve the objectives set out in clause 2.

## 7 DURATION OF COVENANT

- 7.1 This Covenant binds the parties in perpetuity to the rights and obligations contained in it.

## 8 OBLIGATIONS ON SALE OF LAND

- 8.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant.
- 8.2 Such agreement must include an agreement by the purchaser, lessee, or assignee to ensure that on a subsequent sale, lease, or assignment, a subsequent purchaser, lessee, or assignee will comply with the terms of this Covenant including this clause.
- 8.3 If, for any reason, this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

## 9 CONSENTS

- 9.1 The Owner must obtain the consent of any mortgagees of the Land to this Covenant.

## DOCUMENTS

### 2: ENCUMBRANCES: TE KAKI CONSERVATION COVENANT

#### 10 MISCELLANEOUS MATTERS

##### 10.1 Rights

10.1.1 The rights granted by this Covenant are expressly declared to be in the nature of a covenant.

##### 10.2 Trespass Act:

10.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise;

10.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

##### 10.3 Reserves Act

10.3.1 In accordance with section 77(3) of the Reserves Act 1977 but subject to the terms and conditions set out in this Covenant, sections 93 to 105 of the Reserves Act 1977, as far as they are applicable and with the necessary modifications, apply to the Land as if the Land were a reserve.

##### 10.4 Titles

10.4.1 This Covenant must be signed by both parties and registered against the Certificate of Title to the Land.

##### 10.5 Acceptance of Covenant

10.5.1 The parties agree to be bound by the provisions of the Covenant including during the period prior to the Covenant's registration.

##### 10.6 Fire

10.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority (as defined in the Forest and Rural Fires Act 1977) and the Minister in the event of wildfire upon or threatening the Land;

10.6.2 If the Minister is not the appropriate Fire Authority for the Land, the Minister will render assistance to the Fire Authority in suppressing the fire if:

10.6.2.1 requested to do so; or

10.6.2.3 if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977;

10.6.3 This assistance will be at no cost to the Owner unless the Owner is responsible for the wild fire through wilful action or negligence (which includes the case where the wild fire is caused by the escape of a permitted fire due to non adherence to the conditions of the permit).

## DOCUMENTS

### 2: ENCUMBRANCES: TE KAKI CONSERVATION COVENANT

#### 11 DEFAULT

- 11.1 Where either the Owner or the Minister breaches any of the terms and conditions contained in this Covenant the other party:
- 11.1.1 may take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and
  - 11.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.
- 11.2 Should either the Owner or the Minister become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:
- 11.2.1 advise the defaulting party of the default;
  - 11.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and
  - 11.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

#### 12 DISPUTE RESOLUTION PROCESSES

- 12.1 If any dispute arises between the Owner and the Minister in connection with this Covenant, the parties must, without prejudice to any other rights they may have under this Covenant, attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the parties.
- 12.2 **Mediation**
- 12.2.1 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;
  - 12.2.2 If the parties do not agree on a mediator, the President of the District Law Society in the region in which the Land is located is to appoint the mediator.
- 12.3 **Failure of Mediation**
- 12.3.1 In the event that the matter is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply.
  - 12.3.2 Notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President for the time being of the District Law Society in the region in which the Land is situated.
  - 12.3.3 The parties further agree that the results of arbitration are to be binding upon the parties.

DOCUMENTS

2: ENCUMBRANCES: TE KAKI CONSERVATION COVENANT

13 NOTICES

13.1 Any notice to be given under this Covenant by one party to the other is to be in writing and sent by personal delivery, by pre-paid post, or by facsimile addressed to the receiving party at the address or facsimile number set out in Schedule 2.

13.2 A notice given in accordance with clause 13.1 will be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of pre-paid post, on the third working day after posting;
- (c) in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

13.3 The Owner must notify the Minister of any change of ownership or control or all or any part of the Land and must supply the Minister with the name and address of the new owner or person in control.

Executed as a Deed

Signed by \_\_\_\_\_ as )  
Owner in the presence of : )

Witness: \_\_\_\_\_

Address : \_\_\_\_\_

Occupation: \_\_\_\_\_

Signed by \_\_\_\_\_ and )  
acting under a written delegation from the Minister )  
of Conservation and exercising his/her powers under )  
section 117 of the Reserves Act 1977 as designated )  
Commissioner in the presence of : )

Witness: \_\_\_\_\_

Address : \_\_\_\_\_

Occupation: \_\_\_\_\_

## DOCUMENTS

### 2: ENCUMBRANCES: TE KAKI CONSERVATION COVENANT

#### SCHEDULE 1

##### **Description of Land:**

South Auckland Land District

0.6 hectares approximately, being that part of Section 10 Block XIV Otanewainuku Survey District, as marked 'A' on deed plan OTS-078-009.

Subject to survey

*Final legal description to be inserted following survey.*

##### **Conservation Values to be protected:**

The appreciation and recreational enjoyment that may be derived by the public from the opportunity to visit the site, which is accessible from the adjoining road.

The natural values of the remnant of native lowland hard beech forest present on the western corner of the site.

##### **Reserve Values to be protected:**

###### **The natural landscape amenity of the area**

The value of the site as part of the rural landscape of the surrounding area, and the natural resource values of the native forest remnant on the western corner of the site.

###### **The natural environment values as represented by the indigenous flora and fauna of the land**

An approximately half-hectare remnant of native lowland hard beech forest is located on the western corner of the site. This forest is contiguous with the native vegetation corridor stretching from the Mamaku Plateau and the Kaimai Mamaku Conservation Park towards the coast. The remnant forest contributes to the ecosystem corridor and the Mangapapa River catchment.

The native forest remnant provides habitat for indigenous fauna including miromiro (pied tit) *Petroica macrocephala*, toutouwai (North Island robin) *Petroica longipes* and Pōpokotea (whitehead) *Mohoua albicilla*.

###### **The Historical/archaeological values of the area**

There are no historic or archaeological features known to the Department.

###### **Ngāti Hangarau historic, cultural and spiritual values**

Ngāti Hangarau has cultural, spiritual, traditional and historic associations with the land, waters and indigenous flora and fauna in and about this reserve site. Ngāti Hangarau accepts a responsibility as kaitiaki under tikanga Māori to preserve, protect, and manage all natural and historic resources within their traditional hapū boundary. This reserve is named Te Kaki in recognition of the traditional kainga of Ngāti Hangarau which is located approximately 500m south of this reserve. Te Kaki was one of a number of inland nohoanga of Ngāti Hangarau. Te Kaki represents the most southern traditional kainga for Ngāti Hangarau and therefore is an important identifier of the extent of their rohe. Ngāti Hangarau see this reserve as contributing to recognising the ongoing and enduring connection of Ngāti Hangarau to this area. Ngāti Hangarau wish for this site to be managed consistently with the tikanga of Ngāti Hangarau for the benefit of their future generations.

DOCUMENTS

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2: ENCUMBRANCES: TE KAKI CONSERVATION COVENANT

SCHEDULE 2

Address for Service

The address for service of the Owner is:

Ngā Hapū o Ngāti Ranginui Settlement Trust  
Old Tauranga Post Office Building  
51 Willow Street  
PO Box 2230  
TAURANGA

The address for service of the Minister is:

Tauranga Area Manager  
Department of Conservation  
253 Chadwick Road  
Greerton  
Tauranga



DOCUMENTS

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2: ENCUMBRANCES: TE KAKI CONSERVATION COVENANT

**GRANT** of Certified correct for the purposes of  
the Land Transfer Act 1952

Solicitor for the Minister of  
Conservation

**CONSERVATION COVENANT**

(  
Under section 27 of the  
Conservation Act 1987  
and section 77 of the  
Reserves Act 1977

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to

(  
**MINISTER OF CONSERVATION**

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Legal Services  
Department of Conservation

## DOCUMENTS

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### 2: ENCUMBRANCES: TE AWA O NGĀUMUWAHINE SITE AND TE WAI O NGĀUMUWAHINE SITE RIGHT OF WAY EASEMENT

#### 2.6 Te Awa o Ngāumuwahine site and Te Wai o Ngāumuwahine site Right of Way Easement

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DOCUMENTS

2: ENCUMBRANCES: TE AWA O NGĀUMUWAHINE SITE AND TE WAI O NGĀUMUWAHINE SITE  
RIGHT OF WAY EASEMENT

TE AWA O NGĀUMUWAHINE SITE  
AND TE WAI O NGĀUMUWAHINE SITE  
EASEMENT INSTRUMENT  
to grant easement

Sections 90A and 90F, Land Transfer Act 1952

Land Registration District

South Auckland

Grantor

*Surname must be underlined*

The trustees of the governance entity

Grantee

*Surname must be underlined*

Her Majesty the Queen acting through the Minister of Conservation

Grant of easement

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee in gross and in perpetuity the easement set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule B

Dated this

day of

20

ATTESTATION:

-----  Signature of Grantor	<b><u>Signed</u> in my presence by the Grantor:</b>
	_____ <i>Signature of Witness</i> <b>Witness Name:</b> <b>Occupation:</b> <b>Address:</b>

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

DOCUMENTS

2: ENCUMBRANCES: TE AWA O NGĀUMUWAHINE SITE AND TE WAI O NGĀUMUWAHINE SITE  
RIGHT OF WAY EASEMENT

<p>Signed on behalf of Her Majesty the Queen by</p>  <p>Acting under a delegation from the Director General of Conservation dated</p>  <hr/> <p>Signature of Grantee</p>	<p>Signed in my presence by the Grantee</p>  <hr/> <p><i>Signature of Witness</i></p> <p><b>Witness Name:</b></p> <p><b>Occupation:</b></p> <p><b>Address:</b></p>
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Certified correct for the purposes of the Land Transfer Act 1952

Solicitor for the  
Grantee

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

**DOCUMENTS**

**2: ENCUMBRANCES: TE AWA O NGĀUMUWAHINE SITE AND TE WAI O NGĀUMUWAHINE SITE  
RIGHT OF WAY EASEMENT**

**ANNEXURE SCHEDULE A**

Easement Instrument	Dated:	Page of pages
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Purpose (nature and extent) of easement	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant Tenement (identifier CT or in gross)
Right of Way	e.g. Dotted in red on deed plan OTS-078-012 and shown dotted red on deed plan OTS-078-021 <i>[note for the document to be registered need to insert the legal description after the survey is completed]</i>  <b>The Easement Area</b>	<b>The Grantor's Land</b>	In gross

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

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

DOCUMENTS

2: ENCUMBRANCES: TE AWA O NGĀUMUWAHINE SITE AND TE WAI O NGĀUMUWAHINE SITE  
RIGHT OF WAY EASEMENT

ANNEXURE SCHEDULE B

Easement Instrument	Dated:	Page of pages
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**RIGHTS AND POWERS**

**1 Rights of way**

- 1.1 The right of way includes the right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all times, to go over and along the Easement Area.
- 1.2 The right of way includes the right for the public as the Grantee's invitees to go over and along the Easement Area on foot and by bicycle and where the Grantee wishes to carry out work to develop, improve or maintain the Easement Area its employees or contractors may proceed along the Easement Area by foot and with hand-held tools, or may on giving prior notice (where practicable and if not practicable as soon as possible after entry) by vehicle or any other means of transport and with all necessary tools, vehicles and equipment to carry out the work.
- 1.3 The right of way includes—
- 1.3.1 the right to establish a recreation track on the Easement Area, to repair and maintain any existing recreation track on the Easement Area, and (if necessary for any of those purposes) to alter the state of the land over which the easement is granted; and
  - 1.3.2 the right to have the Easement Area kept clear at all times of obstructions (whether caused by parked vehicles, deposit of materials, or unreasonable impediment) to the use and enjoyment of the recreation track.
  - 1.3.3 The right for the Grantee to improve the Easement Area in any way it considers expedient, including the installation of track markers and stiles, but without at any time causing damage to or interfering with the Grantor's management of the Grantor's Land.
  - 1.3.4 The right for the Grantee to erect and display notices on the Easement Area and with the Grantor's consent which will not be unreasonably withheld on the Grantor's Land.
- 1.4 The right of way does not confer on the public the right to camp on the Easement Area without the consent of the Grantor.
- 1.5 No horse or any other animal (including any dogs or other pets of any description whether on a leash or not) may be taken on the Easement Area without the consent of the Grantor.
- 1.6 No firearm or other weapon may be carried or discharged on the Easement Area without the consent of the Grantor.

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

**DOCUMENTS**

**2: ENCUMBRANCES: TE AWA O NGĀUMUWAHINE SITE AND TE WAI O NGĀUMUWAHINE SITE  
RIGHT OF WAY EASEMENT**

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

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

**2 General rights**

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

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

2.3 The Grantee may transfer or otherwise assign this easement.

**3 Repair, maintenance, and costs**

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

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

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

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

**4 Rights of entry**

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

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

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

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

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

## DOCUMENTS

### 2: ENCUMBRANCES: TE AWA O NGĀUMUWAHINE SITE AND TE WAI O NGĀUMUWAHINE SITE RIGHT OF WAY EASEMENT

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

#### 5 Default

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

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

#### 6 Disputes

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

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

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



DOCUMENTS

2: ENCUMBRANCES: TE AWA O NGĀUMUWAHINE SITE AND TE WAI O NGĀUMUWAHINE SITE  
RIGHT OF WAY EASEMENT

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

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

## 2.7 Waimanu ki uta Right of Way Easement

DOCUMENTS

2: ENCUMBRANCES: WAIMANU KI UTA RIGHT OF WAY EASEMENT

Waimanu ki uta  
EASEMENT INSTRUMENT  
to grant easement

Sections 90A and 90F, Land Transfer Act 1952

Land Registration District

South Auckland

Grantor

Surname must be underlined

The insert name of GE

Grantee

Surname must be underlined

Her Majesty the Queen acting through the Minister of Conservation

Grant of easement

**The Grantor**, being the registered proprietor of the servient tenement(s) set out in Schedule A, **grants to the Grantee** in gross and in perpetuity the easement **set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule B

Dated this

day of

20

ATTESTATION:

----- Signature of Grantor	<b>Signed in my presence by the Grantor:</b>
	_____
	Signature of Witness
	Witness Name:
	Occupation:
	Address:

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

DOCUMENTS

2: ENCUMBRANCES: WAIMANU KI UTA RIGHT OF WAY EASEMENT

<p>Signed on behalf of Her Majesty the Queen by</p> <p>Acting under a delegation from the Director General of Conservation dated</p> <p>_____</p> <p>Signature of Grantee</p>	<p>Signed in my presence by the Grantee</p> <p>_____</p> <p>Signature of Witness</p> <p>Witness Name:</p> <p>Occupation:</p> <p>Address:</p>
---	--

Certified correct for the purposes of the Land Transfer Act 1952

\_\_\_\_\_

Solicitor for the Grantee

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

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DOCUMENTS

2: ENCUMBRANCES: WAIMANU KI UTA RIGHT OF WAY EASEMENT

ANNEXURE SCHEDULE A

Easement Instrument	Dated:	Page of pages
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Purpose (nature and extent) of easement	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant Tenement (identifier CT or in gross)
Right of Way	e.g. Dotted in red on the attached plan <i>[note for the document to be registered need to insert the legal description after the survey is completed]</i>  The Easement Area	The Grantor's Land	In gross

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

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

DOCUMENTS

2: ENCUMBRANCES: WAIMANU KI UTA RIGHT OF WAY EASEMENT

ANNEXURE SCHEDULE B

Easement Instrument	Dated:	Page of pages
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**RIGHTS AND POWERS**

**1 Rights of way**

- 1.1 The right of way includes the right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all times, to go over and along the Easement Area.
- 1.2 The right of way includes the right for the public as the Grantee's invitees to go over and along the Easement Area on foot and by bicycle and where the Grantee wishes to carry out work to develop, improve or maintain the Easement Area its employees or contractors may proceed along the Easement Area by foot and with hand-held tools, or may on giving prior notice (where practicable and if not practicable as soon as possible after entry) by vehicle or any other means of transport and with all necessary tools, vehicles and equipment to carry out the work.
- 1.3 The right of way includes—
  - 1.3.1 the right to establish a recreation track on the Easement Area, to repair and maintain any existing recreation track on the Easement Area, and (if necessary for any of those purposes) to alter the state of the land over which the easement is granted; and
  - 1.3.2 the right to have the Easement Area kept clear at all times of obstructions (whether caused by parked vehicles, deposit of materials, or unreasonable impediment) to the use and enjoyment of the recreation track.
  - 1.3.3 The right for the Grantee to improve the Easement Area in any way it considers expedient, including the installation of track markers and stiles, but without at any time causing damage to or interfering with the Grantor's management of the Grantor's Land.
  - 1.3.4 The right for the Grantee to erect and display notices on the Easement Area and with the Grantor's consent which will not be unreasonably withheld on the Grantor's Land.
- 1.4 The right of way does not confer on the public the right to camp on the Easement Area without the consent of the Grantor.
- 1.5 No horse or any other animal (including any dogs or other pets of any description whether on a leash or not) may be taken on the Easement Area without the consent of the Grantor.
- 1.6 No firearm or other weapon may be carried or discharged on the Easement Area without the consent of the Grantor.

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

**DOCUMENTS**

**2: ENCUMBRANCES: WAIMANU KI UTA RIGHT OF WAY EASEMENT**

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

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

**2 General rights**

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

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

2.3 The Grantee may transfer or otherwise assign this easement.

**3 Repair, maintenance, and costs**

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

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

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

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

**4 Rights of entry**

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

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

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

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

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

**2: ENCUMBRANCES: WAIMANU KI UTA RIGHT OF WAY EASEMENT**

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

**5 Default**

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

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

**6 Disputes**

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

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

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

2: ENCUMBRANCES: WAIMANU KI UTA RIGHT OF WAY EASEMENT

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

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

2: OTĀNEWAINUKU RIGHT OF WAY EASEMENT

2.8 Otānewainuku Right of Way Easement

DOCUMENTS

EASEMENT INSTRUMENT  
to grant easement

Sections 90A and 90F, Land Transfer Act 1952

Land Registration District

South Auckland

Grantor

*Surname must be underlined*

Tapuika Iwi Authority Trust, Te Kapu o Waitaha, Te Tahuhu e Tawakeheimoa, Nga Hapu o Ngati Ranginui, Te Tawharau o Ngati Pukenga Trust, [Ngai Te Rangī PSGE]

Grantee

*Surname must be underlined*

Her Majesty the Queen acting through the Minister of Conservation

Grant of easement

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee in perpetuity the easement set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule B

Dated this

day of

20

ATTESTATION:

<i>Note all 6 PSGEs are to sign</i>	<u>Signed</u> in my presence by the Grantor:
	_____
	<i>Signature of Witness</i>
	<b>Witness Name:</b>
	<b>Occupation:</b>
----- <b>Signature of Grantor</b>	<b>Address:</b>

DOCUMENTS

<p>Signed on behalf of Her Majesty the Queen by</p> <p>Acting under a delegation from the Director General of Conservation dated</p> <p>_____</p> <p>Signature of Grantee</p>	<p>Signed in my presence by the Grantee</p> <p>_____</p> <p>Signature of Witness</p> <p>Witness Name:</p> <p>Occupation:</p> <p>Address:</p>
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Certified correct for the purposes of the Land Transfer Act 1952

\_\_\_\_\_

Solicitor for the Grantee

**DOCUMENTS**

**ANNEXURE SCHEDULE A**

Easement Instrument	Dated:	Page 1 of 5 pages
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Purpose (nature and extent) of easement	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant Tenement (identifier CT or in gross)
Right of Way	As marked A and B on OTS-078-024  <i>[note for the document to be registered need to insert the legal description after the survey is completed]</i>  The Easement Area	Part Section 3 Block XVI Otanewainuku SD, SO 31832, Part Section 4 Block XVI Otanewainuku SD, SO 14557, Part Te Puke Block ML 3930 and Pt Waitaha No. 1 Block ML 4631/A  <i>[need to add in CT reference following the survey]</i>  The Grantor's Land	In gross

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

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

**DOCUMENTS**

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**ANNEXURE SCHEDULE B**

Easement Instrument	Dated:	Page 2 of 5 pages
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**RIGHTS AND POWERS**

**1 Rights of way**

1.1 The right of way includes the right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all times, to go over and along the Easement Area.

1.2 The right of way includes the right for the public as the Grantee's invitees to go over and along the Easement Area on foot and where the Grantee wishes to carry out work to develop, improve or maintain the Easement Area or undertake conservation activities on adjoining land administered by the Grantee, its employees or contractors may proceed along the Easement Area by vehicle or any other means of transport and with all necessary tools, vehicles and equipment to carry out the work.

1.3 The right of way includes—

1.3.1 the right to establish a walking track on the Easement Area, to repair and maintain any existing walking track on the Easement Area, to repair, maintain, replace or remove the existing viewing platform on the Easement Area and (if necessary for any of those purposes) to alter the state of the land over which the easement is granted; and

1.3.2 the right to have the Easement Area kept clear at all times of obstructions (whether caused by deposit of materials, or unreasonable impediment) to the use and enjoyment of the walking track.

1.3.3 The right for the Grantee to improve the Easement Area in any way it considers expedient, including the installation of track markers and stiles, but without at any time causing damage to or interfering with the Grantor's management of the Grantor's Land.

1.3.4 The right for the Grantee to erect and display notices on the Easement Area or with the Grantor's prior consent on the Grantor's Land.

1.4 The right of way does not confer on the public the right to camp on the Easement Area without the consent of the Grantor which must be first obtained.

1.5 No horse or any other animal (including any dogs or other pets of any description whether on a leash or not) may be taken on the Easement Area without the consent of the Grantor.

1.6 No firearm or other weapon may be discharged on the Easement Area without the consent of the Grantor.

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

Easement Instrument	Dated:	Page 3 of 5 pages
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1.7 The public may not use any vehicle, including motorcycles or bicycles or any means of locomotion, mechanical electrical or otherwise on the Easement Area without the consent of the Grantor.

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

### **2 General rights**

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

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

2.3 The Grantee may transfer or otherwise assign this easement.

### **3 Repair, maintenance, and costs**

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

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

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

3.4 The Grantor will repair at its cost all damage caused to the walking track or the Grantee's structures located on the Easement Area through its negligence or improper actions.

### **4 Rights of entry**

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

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

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

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

**DOCUMENTS**

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Easement Instrument	Dated:	Page 4 of 5 pages
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4.1.3 leave any vehicles or equipment on the Grantor's Land for a reasonable time if work is proceeding.

4.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Grantor's Land or to the Grantor.

4.3 The Grantee must ensure that all work is performed in a proper and workmanlike manner.

4.4 The Grantee must ensure that all work is completed promptly.

4.5 The Grantee must immediately make good any damage done to the Grantor's Land by restoring the surface of the land as nearly as possible to its former condition.

4.6 The Grantee must compensate the Grantor for all damages caused by the work to any buildings, erections, or fences on the Grantor's Land.

**5 Default**

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

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

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



## DOCUMENTS

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Easement Instrument	Dated:	Page 5 of 5 pages
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### 6 Disputes

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

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

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

### 3 RFR DEED OVER QUOTA

#### DEED GRANTING A RIGHT OF FIRST REFUSAL OVER QUOTA

#### BETWEEN

[Insert the name of the Governance Entity] (the **Governance Entity**)

#### AND

**HER MAJESTY THE QUEEN** in right of New Zealand acting by the Minister for Primary Industries (the **Crown**).

#### BACKGROUND

- A. Ngā Hapū o Ngāti Ranginui and the Crown are parties to a deed of settlement to settle the Historical Claims of Ngā Hapū o Ngāti Ranginui dated *[Insert the date of the Deed of Settlement]* (the **Deed of Settlement**).
- B. The Crown agreed under the Deed of Settlement that (if the Deed of Settlement became unconditional) the Crown would, by or on the Settlement Date under that Deed, provide the Governance Entity with a deed in this form granting the Governance Entity a right of first refusal over certain Quota.
- C. The Deed of Settlement has become unconditional and this Deed is entered into:
- by the Crown in satisfaction of its obligations referred to in clause 6.15 of the Deed of Settlement; and
  - by the Governance Entity in satisfaction of its obligations under clause 6.16 of the Deed of Settlement.

**IT IS AGREED** as follows:

#### **1 THIS DEED APPLIES IF THE MINISTER SETS A TACC OF A CERTAIN KIND**

1.1 This Deed applies only if, during the period of 50 years from the Settlement Date:

- 1.1.1 the Minister for Primary Industries declares, under the Fisheries Legislation, a species to be subject to the Quota Management System; and
- 1.1.2 nominates that species as an 'applicable species', meaning one to which they wish to have a right of first refusal (RFR), and
- 1.1.3 the Minister for Primary Industries sets, under the Fisheries Legislation, a Total Allowable Commercial Catch (a **TACC**) for that Applicable Species for a Quota Management Area that includes some or all of the coastline of the **RFR Area** (an **Applicable TACC**).

3: RFR DEED OVER QUOTA

**2 THIS DEED APPLIES ONLY TO QUOTA ALLOCATED TO THE CROWN UNDER AN APPLICABLE TACC**

2.1 This Deed applies only to Quota (Applicable Quota) that:

2.1.1 relates to an Applicable TACC; and

2.1.2 has been allocated to the Crown as either:

(a) Individual Transferable Quota (and not as Provisional Individual Transferable Quota) under section 49(1) of the Fisheries Act 1996; or

(b) Provisional Individual Transferable Quota that has become Individual Transferable Quota under section 49(3) of the Fisheries Act 1996.

**3 THE CROWN MUST OFFER MINIMUM AMOUNT OF APPLICABLE QUOTA TO THE GOVERNANCE ENTITY**

3.1 Before the Crown sells any Applicable Quota relating to an Applicable TACC, the Crown must offer (in accordance with clause 5) the Governance Entity the right to purchase the Required Minimum Amount or more of the Applicable Quota relating to that Applicable TACC calculated in accordance with clause 4.1 or clause 4.2 (whichever is applicable).

**4 CALCULATION OF REQUIRED MINIMUM AMOUNT OF APPLICABLE QUOTA TO BE OFFERED**

4.1 Where:

4.1.1 the Crown has been allocated Applicable Quota relating to an Applicable TACC; and

4.1.2 no person was eligible under section 45 of the Fisheries Act 1996 to receive Quota in relation to that Applicable TACC,

the Required Minimum Amount of that Applicable Quota must be calculated in accordance with the following formula:

$$x = \left[ \frac{2}{5} \times \frac{A}{B} \times C \right]$$

4.2 Where:

4.2.1 the Crown has been allocated Applicable Quota relating to an Applicable TACC; and

4.2.2 a person, or persons, were eligible under section 45 of the Fisheries Act 1996 to receive Quota in relation to that Applicable TACC,

the Required Minimum Amount of that Applicable Quota must be calculated in accordance with the following formula:

## 3: RFR DEED OVER QUOTA

$$x = \text{the lessor of } \left[ \frac{2}{5} \times \frac{A}{B} \times C \right] \text{ or } \left[ \frac{A}{B} \times D \right]$$

4.3 For the purposes of this clause:

"A" is the length of coastline of the RFR Area that is within the coastline of the relevant Quota Management Area;

"B" is the length of coastline of the relevant Quota Management Area;

"C" is the total amount of Quota relating to the relevant Applicable TACC;

"D" is the amount of Applicable Quota held by the Crown in relation to the relevant Applicable TACC; and

"x" is the Required Minimum Amount of Applicable Quota.

4.4 For the purposes of this clause:

4.4.1 the length of coastline of the RFR Area, and of the relevant Quota Management Area, will be determined by the Crown and by such method as the Crown considers appropriate; and

4.4.2 In particular, but without limiting the Crown's ability to use a different method, the Crown may determine that the length of coastline of the RFR Area means the distance (being determined by the Crown) between Fisheries Point latitude 37° 25' 8.836" S and longitude 175° 57' 8.528" E to Fisheries Point latitude 37° 42.9' S and longitude 176° 20.2' E (such Fisheries Points being approximately marked on the map of the RFR Area in schedule 1).

## 5 CROWN MUST GIVE NOTICE BEFORE SELLING APPLICABLE QUOTA

### Crown must give RFR Notice

5.1 Before the Crown Sells any Applicable Quota, the Crown must give a written notice (an RFR Notice) to the Governance Entity which offers to sell not less than the Required Minimum Amount of that Applicable Quota to the Governance Entity at the price and on the terms and conditions set out in the RFR Notice. Crown may withdraw RFR Notice.

5.2 The Crown may withdraw an RFR Notice at any time before the Governance Entity accepts the offer in that RFR Notice under clause 6.

### Effect of withdrawing RFR Notice

5.3 If the Crown withdraws an RFR Notice, clause 3 still applies to the Applicable Quota referred to in that RFR Notice.

### Crown has no obligation in relation to balance of Applicable Quota

5.4 Where the Crown has given, in accordance with clause 5.1, an RFR Notice in relation to Applicable Quota relating to an Applicable TACC, the Crown has no obligations

**3: RFR DEED OVER QUOTA**

under this Deed in relation to the balance of the Applicable Quota (if any) not referred to in that RFR Notice that also relate to that Applicable TACC.

**6 ACCEPTANCE OF RFR NOTICE BY THE GOVERNANCE ENTITY**

6.1 A contract for the Sale of the Applicable Quota referred to in an RFR Notice (or a lesser amount referred to in the acceptance) is constituted between the Crown and the Governance Entity, at the price and on the terms and conditions set out in the RFR Notice, if the Governance Entity accepts the offer in that RFR Notice (or accepts a lesser amount) of Applicable Quota:

6.1.1 by notice in writing to the Crown; and

6.1.2 by the relevant Expiry Date.

**7 NON-ACCEPTANCE BY THE GOVERNANCE ENTITY**

7.1 If:

7.1.1 the Crown gives the Governance Entity an RFR Notice; and

7.1.2 the Governance Entity does not accept all the Applicable Quota offered in the RFR Notice by notice in writing to the Crown by the Expiry Date, the Crown:

7.1.3 may, at any time during the period of two years from the Expiry Date, sell any of the Applicable Quota referred to in that RFR Notice that is not accepted by the Governance Entity if the price per Quota Share, and the other terms and conditions of the Sale, are not more favourable to the purchaser than the price per Quota Share, and the other terms and conditions, set out in the RFR Notice to the Governance Entity; but

7.1.4 must, promptly after entering into an agreement to sell any Applicable Quota referred to in the RFR Notice to a purchaser, give written notice to the Governance Entity of that fact and disclose the terms of that agreement; and

7.1.5 must not sell any of that Applicable Quota referred to in the RFR Notice after the end of the two year period after the Expiry Date without first offering to sell that Applicable Quota to the Governance Entity in an RFR Notice under clause 5.1.

**8 RE-OFFER REQUIRED**

8.1 If:

8.1.1 the Crown gives the Governance Entity an RFR Notice;

8.1.2 the Governance Entity does not accept all the Applicable Quota offered in the RFR Notice by notice in writing to the Crown by the Expiry Date; and

**3: RFR DEED OVER QUOTA**

8.1.3 the Crown during the period of two years from the Expiry Date proposes to offer any of those Applicable Quota not accepted by the Governance Entity for Sale again but at a price (per Quota Share), or on other terms and conditions, more favourable to the purchaser than on the terms and conditions in the RFR Notice,

the Crown may do so only if it first offers that Applicable Quota for Sale on those more favourable terms and conditions to the Governance Entity in another RFR Notice under clause 5.1.

**9 EFFECT OF THIS DEED**

9.1 Nothing in this Deed will require the Crown to:

9.1.1 purchase any provisional catch history, or other catch rights, under section 37 of the Fisheries Act 1996;

9.1.2 introduce any of the Applicable Species into the Quota Management System; or

9.1.3 offer for sale any Applicable Quota held by the Crown.

9.2 The Governance Entity acknowledges that the introduction of any of the Applicable Species into a Quota Management System may not result in any or any significant, holdings by the Crown of Applicable Quota for that species.

9.3 Nothing in this Deed affects, or limits, and the rights and obligations created by this Deed are subject to:

9.3.1 any requirement at common law or under legislation that:

(a) must be complied with before any Applicable Quota is sold to the Governance Entity; or

(b) the Crown must sell the Applicable Quota to a third party; and

9.3.2 any legal requirement that:

(a) prevents or limits the Crown's ability to sell the Applicable Quota to the Governance Entity; and

(b) the Crown cannot satisfy after taking reasonable steps to do so (and, to avoid doubt, reasonable steps do not include changing the law).

**10 THIS DEED DOES NOT APPLY IN CERTAIN CASES**

10.1 Neither clause 3 nor clause 5.1 apply if the Crown is Selling Applicable Quota to the Governance Entity.

3: RFR DEED OVER QUOTA

**11 TIME LIMITS**

- 11.1 Time is of the essence for the time limits imposed on the Crown and the Governance Entity under this Deed.
- 11.2 The Crown and the Governance Entity may agree in writing to an extension of a time limit.

**12 ENDING OF RIGHT OF FIRST REFUSAL**

**RFR ends on Sale which complies with this Deed**

- 12.1 The obligations of the Crown set out in this Deed end in respect of any Applicable Quota on a transfer of the Applicable Quota in accordance with this Deed.

**RFR ends after 50 years**

- 12.2 The obligations of the Crown set out in this Deed end 50 years after the Settlement Date.

**13 NOTICES**

- 13.1 The provisions of this clause apply to Notices under this Deed:

**Notices to be signed**

- 13.1.1 the Party giving a Notice must sign it;

**Notice to be in writing**

- 13.1.2 any Notice to a Party must be in writing addressed to that Party at that Party's address or facsimile number;

**Addresses for notice**

- 13.1.3 until any other address or facsimile number of a Party is given by Notice to the other Party, they are as follows:

The Crown:

The Solicitor-General  
Crown Law Office  
L3, Justice Centre  
19 Aitken Street  
(PO Box 5012)  
WELLINGTON

Governance Entity:

*Ngā Hapū o  
Ngāti Ranginui Settlement Trust*  
Old Tauranga Post Office Building  
51 Willow Street  
(PO Box 2230)  
TAURANGA

**Delivery**

- 13.1.4 delivery of a Notice may be made:

- (a) by hand;

3: RFR DEED OVER QUOTA

(b) by post with prepaid postage; or

(c) by facsimile;

**Timing of delivery**

13.1.5 a Notice:

(a) delivered by hand will be treated as having been received at the time of delivery;

(b) delivered by prepaid post will be treated as having been received on the third day after posting; or

(c) sent by facsimile will be treated as having been received on the day of transmission; and

**Deemed date of delivery**

13.1.6 if a Notice is treated as having been received on a day that is not a Business Day, or after 5pm on a Business Day, that Notice will (despite clause 13.1.5) be treated as having been received the next Business Day.

**14 AMENDMENT**

14.1 This Deed may not be amended unless the amendment is in writing and signed by, or on behalf of, the Governance Entity and the Crown.

**15 NO ASSIGNMENT**

15.1 The Governance Entity may not assign its rights or obligations under this Deed.

**16 DEFINITIONS AND INTERPRETATION**

**Definitions**

16.1 In this Deed, unless the context otherwise requires:

**Applicable Quota** means Quota of the kind referred to in clause 2;

**Applicable Species** means a species which nominates as one to which they wish to have a right of first refusal (RFR), under circumstances set out in clause 1;

**Applicable TACC** has the meaning given to that term by clause 1.1.2;

**Business Day** means the period of 9am to 5pm on any day other than:

(a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, and Waitangi Day;



3: RFR DEED OVER QUOTA

- (b) a day in the period commencing with 25 December in any year, and ending with the close of 15 January in the following year; and
- (c) the days observed as the anniversaries of the provinces of Wellington and Taranaki;

**Crown** has the meaning given to that term by section 2(1) of the Public Finance Act 1989 (which, at the date of this Deed, provides that the Crown means:

- (a) Her Majesty the Queen in right of New Zealand; and
- (b) includes all Ministers of the Crown and all Departments; but
- (c) does not include:
  - (i) an Office of Parliament (as defined in section 2(1) of the Public Finance Act 1989);
  - (ii) a Crown entity (as defined in section 2(1) of the Public Finance Act 1989); or
  - (iii) a State enterprise (as defined in section 2 of the State-Owned Enterprises Act 1986));

**Deed** means this Deed giving a right of first refusal over Shellfish Quota;

**Deed of Settlement** has the meaning given by clause A of the Background to this Deed;

**Expiry Date**, in respect of an RFR Notice, means the date one calendar month after the RFR Notice is received by the Governance Entity;

**Fisheries Legislation** means the Fisheries Act 1983 and the Fisheries Act 1996;

**Individual Transferable Quota** has the same meaning as in section 2(1) of the Fisheries Act 1996;

**Minister for Primary Industries** is the Minister of the Crown who is for the time being responsible for the administration of the Fisheries Legislation;

**Party** means the Governance Entity or the Crown;

**Provisional Individual Transferable Quota** has the same meaning as under section 2(1) of the Fisheries Act 1996;

**Quota** means quota under the Fisheries Legislation;

**Quota Management Area** means any area declared by or under the Fisheries Legislation to be a quota management area;

3: RFR DEED OVER QUOTA

**Quota Management System** means a quota management system established under Part IV of the Fisheries Act 1996;

**Quota Share** has the same meaning as in the Fisheries Act 1996;

**Required Minimum Amount**, in relation to Applicable Quota, means an amount of that Applicable Quota calculated under clause 4.1 or clause 4.2 (whichever is applicable);

**RFR Notice** and **Notice** means a notice under clause 5.1;

**Sell** means to transfer ownership of Quota for valuable consideration and **Sale** has a corresponding meaning, but neither term includes the transfer by the Crown of Quota under section 22 of the Fisheries Act 1996;

**Settlement Date** means the date which is 20 Business Days after the Deed of Settlement becomes unconditional;

**Quota** means Quota in relation to an Applicable Species (being a species referred to in schedule 1);

**RFR Area** means the area identified in the map included in schedule 1; and

**Total Allowable Commercial Catch** or **TACC** means a total allowable commercial catch for a species under section 20 of the Fisheries Act 1996.

16.2 Terms or expressions that are not defined in this Deed, but are defined in the Deed of Settlement, have the meaning given to them by the Deed of Settlement unless the context requires otherwise.

**Interpretation**

16.3 In the interpretation of this Deed, unless the context requires otherwise:

16.3.1 headings appear as a matter of convenience and are not to affect the interpretation of this Deed;

16.3.2 defined terms appear in this Deed with capitalised initial letters and have the meanings given to them by this Deed;

16.3.3 where a word or expression is defined in this Deed, other parts of speech and grammatical forms of that word or expression have corresponding meanings;

16.3.4 the singular includes the plural and vice versa;

16.3.5 words importing one gender include the other genders;

16.3.6 a reference to legislation is a reference to that legislation as amended, consolidated or substituted;

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3: RFR DEED OVER QUOTA

- 16.3.7 a reference to any document or agreement, including this Deed, includes a reference to that document or agreement as amended, novated or replaced;
- 16.3.8 a reference to a schedule is a schedule to this Deed;
- 16.3.9 a reference to a monetary amount is to New Zealand currency;
- 16.3.10 a reference to written or in writing includes all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form;
- 16.3.11 a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;
- 16.3.12 a reference to a date on which something must be done includes any other date which may be agreed in writing between the Governance Entity and the Crown;
- 16.3.13 where the day on or by which anything to be done is not a Business Day, that thing must be done on or by the next Business Day after that day; and
- 16.3.14 a reference to time is to New Zealand time.

**SIGNED** as a Deed on [ ]

*[Insert appropriate signing clauses for the Governance Entity]*

**WITNESS**

\_\_\_\_\_  
Name:

Occupation:

Address:

DOCUMENTS

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3: RFR DEED OVER QUOTA

**SIGNED** for and on behalf of **HER  
MAJESTY THE QUEEN** in right of  
New Zealand by the Minister for Primary Industries  
in the presence of:

**WITNESS**

---

Name:

Occupation:

Address:

(

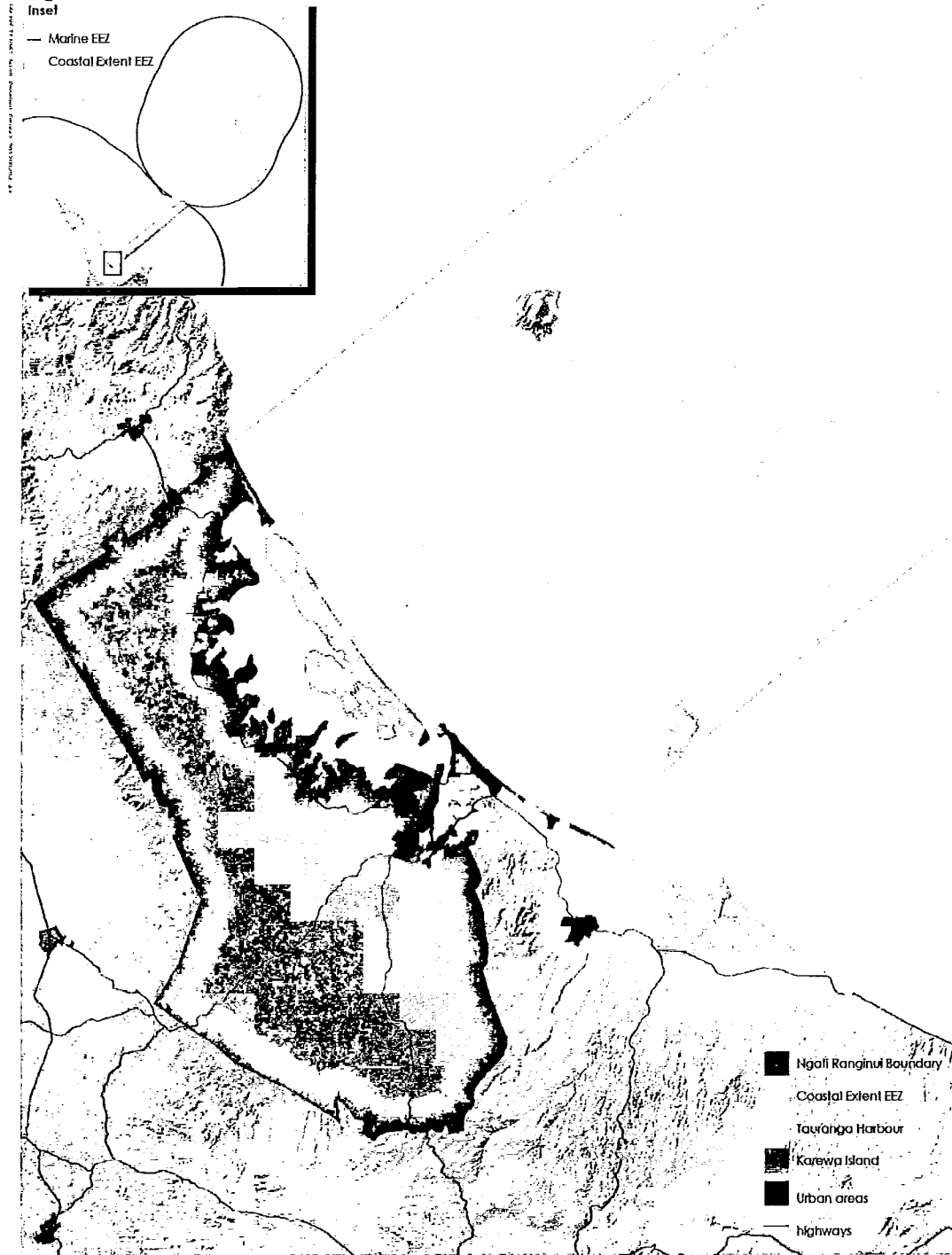
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3: RFR DEED OVER QUOTA

SCHEDULE 1

MAP OF RFR AREA

Please note that this plan is a technical drawing prepared by the client and is not intended to be used as a legal document. No liability is accepted by the client for any errors or omissions. The client is responsible for the accuracy of the information provided to the client. The client is responsible for the accuracy of the information provided to the client. The client is responsible for the accuracy of the information provided to the client.



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Projection: NZGD 2000 NZMA Zone 18  
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NGATI RANGINUI HAPU HISTORICAL INTERESTS IN THE TAURANGA HARBOUR AND COASTAL AREAS

Date: 4 April 2012 | Revision: 0

Plan Prepared by Boffa Miskell Limited

Author: Lucy Manning@boffamiskell.co.nz | Contact: Te Ho Kawa

## 4 LETTER OF COMMITMENT

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4: LETTER OF COMMITMENT

**Letter of Commitment Relating to the Care and Management, Use, Development and Revitalisation of, and Access to Ngāti Ranginui Taonga**

**The Parties**

1. The parties to this Letter of Commitment (Letter) are:

- Ngāti Ranginui as represented by the trustees of the Nga Hapu o Ngāti Ranginui Settlement Trust (the "Trust")
- The Department of Internal Affairs Te Tari Taiwhenua
- The Museum of New Zealand Te Papa Tongarewa (Te Papa Tongarewa).

A summary of the role and functions of each of the parties is provided in Annex A.

**Context**

2. On 1 February 2011, the National Library of New Zealand and Archives New Zealand were integrated into the Department of Internal Affairs.
3. On 21 June 2011 Ngāti Ranginui and the Crown (the parties) signed a Deed of Settlement (the Deed), settling the historical claims of Ngāti Ranginui.
4. As part of the Treaty settlement, and as recorded in Section XX of the Deed, the Crown acknowledges and supports the desire of the Trust to provide for the enhanced well-being, revitalisation and protection of its members.
5. This Letter of Commitment is intended to give greater definition to how the parties intend to collaborate on matters related to the care and management, use, development and revitalisation of, and access to, Ngāti Ranginui taonga.

**Purpose**

6. The parties are seeking an ongoing relationship which facilitates the care and management, use, development and revitalisation of, and access to, Ngāti Ranginui taonga; whether held by Ngāti Ranginui whānau and hapū or the Crown parties.
7. The parties recognise the following, which will guide them in giving effect to the purpose of this Letter and will be discussed as part of the development of the work plans:
  - 7.1 The significance of Ngāti Ranginui taonga to the maintenance and development of Ngāti Ranginui culture and to enriching the cultural life of New Zealand
  - 7.2 That Ngāti Ranginui taonga is held and looked after by Ngāti Ranginui whānau and hapū, and also by the Crown parties to this Letter
  - 7.3 Ngāti Ranginui cultural and spiritual authority in relation to Ngāti Ranginui taonga
  - 7.4 That active and meaningful engagement by the Crown parties with Ngāti Ranginui in the care and management, use, development and revitalisation of, and access to, Ngāti Ranginui taonga is required as agreed in the work plans
  - 7.5 The need for an enduring and collaborative relationship to be developed between Ngāti Ranginui and the Crown parties.

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**Effect**

8. The parties acknowledge that this Letter is not intended to constitute a contract between the Parties or to be enforceable at law.
9. Resourcing of activities under this Letter will be within existing resource limits and align with the Government priorities of the day.
10. Ngāti Ranginui acknowledges that all agreements and commitments contained in this Letter are subject to legislative rights and obligations under which the respective Crown parties operate and the terms upon which specific taonga are held by the Crown parties.

**Development of Work Plans**

11. Within 12 months of the signing of this document each of the Crown parties will confirm joint work plans with the Trust in relation to matters consistent with the purpose of this Letter. The work plans may:
  - 11.1 Provide the detail of the commitments agreed by Ngāti Ranginui and each respective Crown party
  - 11.2 Set out a timetable and milestones for delivering on any agreed commitments
  - 11.3 Confirm the responsibilities for the various parties in meeting the agreed commitments
  - 11.4 Identify a process for resolving any issues or disputes
  - 11.5 Identify key contact persons for the parties
  - 11.6 Provide for mutually agreed outcomes
  - 11.7 Provide for the work plans to be reviewed at the annual meeting.
12. Final topics for the work plans will be mutually agreed by Ngāti Ranginui and each respective Crown party and will reflect the priorities, resources and the specific functions and duties of the parties.

**Work Plan Topics**

***Work Plan Topics Shared by all Parties***

13. Potential topics for each of the respective Crown parties' joint work plans may include, but are not limited to, the topics identified below.
  - 13.1 Collaborative Care and Management of Ngāti Ranginui taonga held by Crown parties:
    - a) To provide access, advice and guidance on taonga and cultural heritage issues
    - b) To work collaboratively with Ngāti Ranginui, as far as reasonably practicable, to develop and maintain inventories for Ngāti Ranginui taonga
    - c) To work collaboratively with Ngāti Ranginui to research Ngāti Ranginui taonga
    - d) To work with Ngāti Ranginui to develop metadata for Ngāti Ranginui taonga



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- e) To work collaboratively with Ngāti Ranginui on taonga care, management, and storage
- f) To develop mutually beneficial research projects that enhances the understanding of Ngāti Ranginui taonga and Ngāti Ranginui culture.

13.2 Sharing knowledge and expertise associated with Ngāti Ranginui cultural heritage:

- a) To share access to databases and/or catalogues specific to collections and taonga, subject to licence and contractual arrangements concerning the databases and/or catalogues
- b) To share information on database use and research methodologies specific to, or that can be applied towards Ngāti Ranginui taonga
- c) To work together on exhibition planning processes and related activities specific to Ngāti Ranginui taonga
- d) To seek advice from Ngāti Ranginui regarding specific policy and tikanga guidance as it relates to Ngāti Ranginui taonga.

13.3 Opportunities for increased learning and capacity building relating to Ngāti Ranginui taonga through:

- a) Conservation and training in taonga preservation
- b) Collection management systems
- c) Digitisation initiatives
- d) Training and development, with possible internships.

***Work Plan Topics Specific to Crown Parties***

14. Potential topics for Crown parties' respective work plans may include, but are not limited to, the topics identified below.

**Work Plan Topics Particular to the Department of Internal Affairs National Library of New Zealand function**

15. Collaborative Care and Management of Taonga

- 15.1 To work with Ngāti Ranginui to develop processes to record what material relating to Ngāti Ranginui taonga is being accessed from the collections
- 15.2 To work with Ngāti Ranginui to develop protocols concerning use of and access to material relating to Ngāti Ranginui taonga
- 15.3 To work with Ngāti Ranginui to develop exhibition opportunities relating to Ngāti Ranginui taonga
- 15.4 To provide Ngāti Ranginui the opportunity to share their Mātauranga regarding key activities and events at National Library.

16. Sharing knowledge and expertise associated with Ngāti Ranginui taonga

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### 4: LETTER OF COMMITMENT

- 16.1 To share knowledge and expertise on Ngāti Ranginui taonga held overseas
- 16.2 To broker relationships with New Zealand and international libraries and heritage organisations.

#### **Work Plan Topics Particular to the Department of Internal Affairs Archives New Zealand function**

##### 17. Collaborative Care and Management of Taonga

- 17.1 To work with Ngāti Ranginui to develop processes to record what material relating to Ngāti Ranginui taonga is being accessed from the collections
- 17.2 To work with Ngāti Ranginui to develop protocols concerning use of and access to materials relating to Ngāti Ranginui taonga
- 17.3 To consult with Ngāti Ranginui regarding, and provide Ngāti Ranginui with the opportunity to acquire, in accordance with section 25 of the Public Records Act 2005, Ngāti Ranginui taonga that is superfluous to the needs of Archives New Zealand
- 17.4 To develop a process to provide information to Ngāti Ranginui on the type of research being conducted when Ngāti Ranginui taonga is being accessed.

##### 18. Monitoring delivery of service

- 18.1 To develop processes to monitor the effectiveness of the relationship with and services to Ngāti Ranginui in achieving outcomes mutually agreed in the work plans.

##### 19. Analysis and reporting

- 19.1 To prepare and prioritise a list of key questions to ask regularly in written reports to Ngāti Ranginui which will help Archives New Zealand achieve outcomes mutually agreed in the work plans.

##### 20. Advice for public offices and local authorities on access to Ngāti Ranginui taonga

- 20.1 To consult with Ngāti Ranginui and advise public offices and local authorities on best practice in making access decisions for access to Ngāti Ranginui taonga held as public archives and local authority archives.

#### **Work Plan Topics Particular to Te Papa Tongarewa**

##### 21. To work with Ngāti Ranginui consistent with the principle of Mana Taonga which:

- 21.1 Seeks the input of communities for guidance on how their taonga should be managed, cared for, exhibited, or represented and gives all people who have taonga in Te Papa Tongarewa's collections a special connection to the marae – Rongomaraeroa
- 21.2 Shapes and informs many of the museum's activities and provides guidance for staff in the research, care, and management of taonga.

##### 22. Collaborative Care and Management of Taonga

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- 22.1 To maintain an inventory of Ngāti Ranginui taonga held at Te Papa Tongarewa
- 22.2 To work with Ngāti Ranginui to develop exhibition opportunities
- 22.3 To provide opportunities to promote Ngāti Ranginui artists at Te Papa Tongarewa.
23. To provide Ngāti Ranginui the opportunity to share their Mātauranga regarding key activities and events at Te Papa Tongarewa.
- 23.1 To recognise the Trust as an iwi authority for Ngāti Ranginui in relation to taonga issues
- 23.2 To consult with Ngāti Ranginui regarding, and provide Ngāti Ranginui with the opportunity to acquire, Ngāti Ranginui taonga that may be deaccessioned by Te Papa Tongarewa.
24. Sharing knowledge and expertise associated with Ngāti Ranginui cultural heritage kaupapa.
- 24.1 To share knowledge and expertise associated with Ngāti Ranginui cultural heritage kaupapa, including the following:
- a) Legislation (e.g. the Protected Objects Act) museum policies and practices
  - b) Visitor Market Research and Evaluation methodology and data
  - c) Ngāti Ranginui taonga held overseas.
- 24.2 To actively facilitate Ngāti Ranginui relationships with New Zealand and international museums, galleries and heritage organisations
- 24.3 To actively facilitate opportunities for access and reconnection of Ngāti Ranginui taonga through the relationships stated in 16.7.3 b).

#### **Te Papa Tongarewa: Future Aspirations**

25. In the future Te Papa Tongarewa and Ngāti Ranginui will work together on:
- 25.1 New Zealand Museum Standards Scheme
- 25.2 Commercial initiatives – publications
- 25.3 Exhibition initiatives
- 25.4 Contributing to a central portal – web links.

#### **Ongoing Relationships**

26. The parties agree to meet annually (hui of the parties), at a date to be mutually agreed.
27. The inaugural hui of the parties will be held within 12 months of the signing of the document.
28. The parties will jointly take responsibility for confirming the annual hui and hui agenda.

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### 4: LETTER OF COMMITMENT

29. Each party will meet its own cost of attending the annual hui.

#### **Communication**

30. The parties commit to:

- 30.1 Maintain effective communication with one another on any concerns and issues arising from this Letter and its implementation
- 30.2 As far as reasonably practicable, provide opportunities for meetings of relevant management and staff
- 30.3 As far as reasonably practicable, train relevant employees of the parties to ensure that they are made aware of this Letter and the practical tasks which flow from it
- 30.4 As far as reasonably practicable, inform other organisations with whom it works, central government agencies and stakeholders about this Letter and future amendments
- 30.5 Include a copy of the Letter on the Crown parties' websites.

#### **Changes to Policy and Legislation Affecting this Letter**

- 31. In addition to the specific commitments in this Letter, the Crown parties will consult, wherever practicable, with the Trust on legislative and policy development or review which potentially affects Ngāti Ranginui taonga and provide for opportunities for the Trust to contribute to such developments.
- 32. If any of the Crown parties consults with the public or with Māori generally on policy development or any proposed legislative amendment to the statutes under which the Crown parties operate, and which impacts on the purpose of this Letter, the Crown Party shall:
  - 32.1 Notify the Trust of the proposed policy development or proposed legislative amendment upon which consultation will be occurring
  - 32.2 Make available to the Trust the information provided to Māori as part of the consultation process referred to in this paragraph
  - 32.3 Advise the Trust of the final outcome of any such consultation.

#### **Dispute Resolution**

- 33. In the event that the parties cannot agree on the implementation of this Letter, or agree revised terms following a five yearly review of the Letter, then a meeting will be convened between the Trust and the Chief Executive or relevant Minister for the Crown party (or, in the case of Te Papa Tongarewa, the Chairperson of the Board) with any party giving at least one month's notice of request for a meeting.

#### **Review Provision**

- 34. This Letter will be reviewed by the parties every five years or earlier where there is a change or a proposed change to the legislation or policy relevant to the Crown parties that have the potential to affect the matters covered by this Letter. This review will take place at the annual hui of the parties, to ensure that the commitments entered into in the Letter remain relevant and continue to capture the purpose of the Letter.

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### 4: LETTER OF COMMITMENT

35. The parties will negotiate any amendments to provisions at this time and may sign a new Letter which will take effect upon signing.

#### Definitions

**“Crown parties”** The Crown agency responsible for the National Library and Archives New Zealand, and Te Papa Tongarewa are for the purposes of this Letter of Commitment referred to as the “Crown parties”. A summary of the role and functions of each of the parties is provided in Annex A.

**“National Library”** includes the Alexander Turnbull Library.

**“Taonga”** Taonga includes but is not limited to artefacts, heirlooms, human remains, manuscripts, archives, records, information and data, including multi-media formats such as sound, still and moving images.

**“Inventories”** means list of information.

**“Deaccessioned”** the permanent removal of an item from the collections of Te Papa Tongarewa.

**[INSERT NAME]**  
Chair  
**Nga Hapu o Ngāti Ranginui Settlement Trust**

Colin MacDonald  
Chief Executive  
**Department of Internal Affairs**  
**Te Tari Taiwhenua**

Date:

Date:

Mike Houlihan  
Chief Executive  
**Museum of New Zealand**  
**Te Papa Tongarewa**

Arapata Hakiwai  
Kaihautū  
**Museum of New Zealand**  
**Te Papa Tongarewa**

Date:

Date:

**Annex A: Summary of the Role and Functions of each of the Parties to this Letter of Commitment**

**Ngāti Ranginui**

Ngā Hapū o Ngāti Ranginui Settlement Trust is the Post-Settlement Governance Entity for Ngā Hapū o Ngāti Ranginui and is responsible for implementing the historical land claims settlement on behalf of the present and future members of Ngā Hapū o Ngāti Ranginui. It is intended that the ultimate benefits of any redress of the historical land claims settlement, including relationship redress, be exercised and enjoyed by Ngā Hapū o Ngāti Ranginui: namely, Pirirakau, Ngāti Taka, Wairoa Hapū (including Ngāti Kahu, Ngāti Pango, and Ngāti Rangī); Ngāti Hangarau; Ngāi Te Ahi; Ngāti Ruahine; Ngāi Tamarāwaho, and Ngāti Te Wai. The Deed of Settlement between the Crown and Ngā Hapū o Ngāti Ranginui will be signed on 21 June 2012 and the Settlement Legislation will be enacted sometime in 2013. The Trust Deed and the Deed of Settlement will be available at the offices of Ngā Hapū o Ngāti Ranginui Settlement Trust.

**Te Pio Kawe**

Chair

**Nga Hapu o Ngāti Ranginui Settlement Trust**

**Department of Internal Affairs (Te Tari Taiwhenua)**

1. The Department of Internal Affairs (the Department) is the oldest government department and has been part of the fabric of New Zealand's Public Service since the signing of the Treaty of Waitangi.
2. The Department serves and connects people, communities and government to build a safe, prosperous and respected nation. The Department is responsible to seven Ministers administering eight Votes across seven portfolios. Our portfolios include Internal Affairs, Ministerial Services, Ethnic Affairs, Civil Defence, Racing, Local Government, the Community and Voluntary sector including the Office for the Community and Voluntary Sector, National Library, Archives New Zealand and the Government Chief Information Office.
3. The Minister of Internal Affairs oversees the Government's ownership interests in the Department which encompass its strategy, capability, integrity and financial performance.
4. The Department:
  - Provides direct services to people, communities and government
  - Provides policy advice to government
  - Regulates peoples activity, encourages compliance and enforces the law
  - Monitors performance
  - Currently employs staff in a number of cities and towns in New Zealand, Sydney and London.
5. On 1 February 2011, following the integration of the National Library and Archives New Zealand into the Department of Internal Affairs (the Department), the National Library and

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### 4: LETTER OF COMMITMENT

Archives New Zealand ceased to be departments in their own right. The Chief Executive is responsible and accountable for the implementation of, and commitments set out in, this Letter. The Chief Executive also has an important role in managing the overall relationship with Ngāti Ranginui.

#### ***National Library of New Zealand (Te Puna Mātauranga o Aotearoa)***

6. On 1 February 2011, the National Library of New Zealand was integrated into the Department of Internal Affairs.
7. The National Library of New Zealand was set up under the National Library of New Zealand (Te Puna Mātauranga o Aotearoa) Act 2003, is the same library as that established by section 3 of the National Library Act 1965.
8. Under section 7 of the 2003 Act, the purpose of the National Library is to enrich the cultural and economic life of New Zealand and its interchanges with other nations by, as appropriate:
  - 8.1 Collecting, preserving, and protecting documents, particularly those relating to New Zealand, and making them accessible for all the people of New Zealand, in a manner consistent with their status as documentary heritage and taonga
  - 8.2 Supplementing and furthering the work of other libraries in New Zealand
  - 8.3 Working collaboratively with other institutions having similar purposes, including those forming part of the international library community.
9. The Alexander Turnbull Library forms part of the National Library. Under section 12 of the Act, the purposes of the Alexander Turnbull Library are:
  - 9.1 To preserve, protect, develop, and make accessible for all the people of New Zealand the collections of that library in perpetuity and in a manner consistent with their status as documentary heritage and taonga
  - 9.2 To develop the research collections and the services of the Alexander Turnbull Library, particularly in the fields of New Zealand and Pacific studies and rare books
  - 9.3 To develop and maintain a comprehensive collection of documents relating to New Zealand and the people of New Zealand.

#### ***Archives New Zealand (Te Rua Mahara o te Kawanatanga)***

10. On 1 February 2011, Archives New Zealand was integrated into the Department of Internal Affairs.
11. The Public Records Act 2005 sets out the functions of the Chief Archivist and the role of the archives repository, Archives New Zealand.
12. The Chief Archivist has a leadership role in advising on and monitoring the information management practices of public sector agencies. This includes developing standards for information creation and maintenance, and providing advice and training for those implementing these standards. In due course public records of long-term value become public archives under the control of the Chief Archivist. Among the public archives there are records that are considered taonga of Ngāti Ranginui. The Chief Archivist is also

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### 4: LETTER OF COMMITMENT

responsible for ensuring the preservation of public archives, and facilitating public access to and use of public archives.

13. The Chief Archivist has a responsibility to provide leadership and support for archival activities across New Zealand including the safekeeping of private, iwi, hapū, and community records. Archives New Zealand endeavours to improve access by Māori and other communities to records of significance to them. Maintaining a presence and working with iwi, hapū and the wider community, ensures the Chief Archivist is able to consult effectively with Māori on recordkeeping and archive issues.
14. Records of long-term value are transferred to the public archive on the authority of the Chief Archivist who has the statutory responsibility to determine whether to keep or dispose of.
15. The majority of the public archives are held in Archives New Zealand's repositories in Auckland, Wellington, Christchurch and Dunedin. Some public Archives are held by approved repositories.
16. Access to the public archive is promoted through a variety of technological formats and by way of customer assistance and support in each of Archives New Zealand's four reading rooms across the country, a remote enquiries service, and an increasing online digital presence.

Colin MacDonald  
Chief Executive  
**Department of Internal Affairs**  
**Te Tari Taiwhenua**

Date:

Date:



DRAFT

**MUSEUM OF NEW ZEALAND TE PAPA TONGAREWA**

**Museum of New Zealand Te Papa Tongarewa Act 1992**

17. The Museum of New Zealand Te Papa Tongarewa (Te Papa) is an autonomous Crown Entity under the Crown Entities Act 2004 and was established by the Museum of New Zealand Te Papa Tongarewa Act 1992.

**Mission Statement**

18. Te Papa is a forum for the nation to present, explore, and preserve the heritage of its cultures and knowledge of the natural environment in order to better understand and treasure the past, enrich the present, and meet the challenges of the future.

**Core Values**

19. Te Papa is guided by the following core values:

- Kaitiakitanga as guardian of the nations collections;
- Manaakitanga in caring for our communities;
- Mātauranga through seeking and sharing knowledge and learning;
- Whanaungatanga in caring for each other; and
- Hiranga in aspiring to excellence.

**Strategic Direction**

20. Te Papa's vision for the future is e huri ngākau ana - changing hearts, e huri whakaaro ana - changing minds, and e huri oranga ana - changing lives. The Museum's role is to act as a forum for change in Aotearoa New Zealand. It is to help people form ideas about the world, through experiencing and sharing different perspectives, so that they can take action from an informed position.

21. At the heart of Te Papa's vision and long-term strategy are the philosophies of, Mana Taonga, Museology and Learning.

**Mana Taonga**

- Mana Taonga encapsulates the relationship between people, taonga and narratives. It enables Te Papa to design and disseminate models of collaboration and co-creation that shares authority and control with iwi, whilst recognizing, embracing and representing the changing demographics of Aotearoa New Zealand.

**Museology**

- Te Papa works in collaboration with communities and individuals to deliver experiences that are current, fast moving, impactful, meaningful and relevant nationally and globally.

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4: LETTER OF COMMITMENT

**Learning**

- Te Papa encourages experimentation that allows us to try new ideas and generate new knowledge, upon which we reflect and adapt our beliefs and actions, change behaviours and enhance our performance.
22. The aim is that all experiences in Te Papa engage and inspire people, and help them to learn how they can have a positive impact on Aotearoa New Zealand and the world.
23. In developing the vision and long-term strategy, Te Papa recognises that it is operating in a dynamic and diverse country. All Te Papa's activities are informed by an awareness of the value and significance of Tangata Whenua and all other peoples who have made Aotearoa New Zealand home.
24. The strategic priorities outlined below present the greatest opportunity for effecting change. They also identify how Te Papa itself will develop and change in order to achieve its vision.

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4: LETTER OF COMMITMENT

*Strategic priorities*

<b>Perspectives</b>	<b>Impact on the nation – strategic priorities</b>		
<i>To reflect New Zealand's identities, past, present, and future, both nationally and internationally, Te Papa will prioritise the following.</i>	<b>Accessing all areas</b> Te Papa will share its collections, skills and knowledge with the diverse communities across Aotearoa New Zealand and overseas.	<b>Being a forum for the future</b> As a cultural and intellectual leader, Te Papa will signpost pathways to the future by initiating, hosting and engaging in debates that explore a wide range of contemporary issues.	<b>Housing the treasures</b> Taonga (treasures), within the guardianship of Te Papa will be at the heart of the Museum's activities.
<i>To preserve taonga (treasures), and nurture exploration, curiosity and debate, Te Papa will prioritise the following.</i>	<b>Saving the planet</b> Te Papa will engage and excite by conducting leading edge research and by communicating and modelling environmentally responsible practices that are smart, accessible, and inspiring.	<b>Connecting with people</b> Te Papa will make learning an engaging and entertaining experience. Te Papa will set the highest possible standards for an integrated and welcoming experience.	<b>Sharing authority</b> Te Papa will share decision-making with iwi (tribes), communities, and individuals with respect to managing and understanding their taonga (treasures).
<b>Perspectives</b>	<b>Developing Te Papa – strategic priorities</b>		
<i>To invest, learn and empower, Te Papa will prioritise the following.</i>	<b>Going digital</b> Te Papa will use communication technologies to achieve its strategic priorities.	<b>Keeping fit</b> Te Papa will recognise that every experience is an opportunity for shared learning and that its future depends on the continuous development of its staff.	<b>Staying in touch</b> Te Papa will be aware that communication is two-way, and built on trust and transparency.
<i>To be a successful business, Te Papa will prioritise the following.</i>	<b>Getting down to business</b> Te Papa will be commercially successful, entrepreneurial by nature, and disciplined with its business processes.	<b>Telling our story</b> Te Papa will be a persuasive and inspiring advocate on its own behalf and that of the museum, gallery, and heritage sector.	<b>Building sustainable leadership</b> Te Papa will be proactive, flexible, and nimble in its systems, processes, and decision-making.

Mike Houlihan  
 Chief Executive  
**Museum of New Zealand  
 Te Papa Tongarewa**

Arapata Hakiwai  
 Kaihautū  
**Museum of New Zealand  
 Te Papa Tongarewa**

Date:

Date:

## 5 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 (a young girl of high rank), 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	
Pepeha, waiata, whakataukī	Te waiata na Naisy Ngatoko i tito  Ko Tio Ngatoko iho atu ngā korero ki aia i tērā wa.	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

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5: STATEMENT OF SIGNIFICANCE FOR KAREWA ISLAND

		<p>cave where he saw his moko partly transformed with 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"> <li>• 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.</li> <li>• The Island has also been a traditional source of kaimoana for Hapū who fished and dived in the</li> </ul>
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5: STATEMENT OF SIGNIFICANCE FOR KAREWA ISLAND

		<p>waters around the Island.</p> <ul style="list-style-type: none"> <li>• 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 woman stopping at Karewa to relieve herself (<i>mimi</i>). This desecration of the toka or ana of Taurikura ended with the woman being found dead and cut in half (<i>pāwhara</i>).</li> </ul> <p><i>Contemporary relationships</i></p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> <li>• Taurikura is represented and carved in the Ngai Tamarāwaho Whare Tipuna Tamatea Arikini</li> <li>• 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 Stream bank at Poike.</li> </ul> <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</p>
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5: STATEMENT OF SIGNIFICANCE FOR KAREWA ISLAND

		<p>Kore koe e haere e  Tupere o ngutu  haere tonu atu, i te po  Oho mai te tupuna  awangawanga ana  haere ana ki te kimi e  Kimihiā e ia  I te puna o Taumata  Ka rongō i 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 kotoremuia  Peka atu ki to ana i te Parikaranga  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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5: STATEMENT OF SIGNIFICANCE FOR KAREWA ISLAND



1 - Taurikura Pou Whakairo at the Lakes development on Taurikura Drive, Tauranga.



**NGĀ HAPŪ O NGĀTI RANGINUI**

**AND**

**TRUSTEES OF THE NGĀ HAPŪ O NGĀTI RANGINUI  
SETTLEMENT TRUST**

**AND**

**THE CROWN**

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**DEED OF SETTLEMENT SCHEDULE:  
LEGISLATIVE MATTERS**

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## 1 INTRODUCTION

- 1.1 This schedule sets out the matters agreed between the parties for inclusion in the settlement legislation.

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## **2 TITLE, COMMENCEMENT, AND PURPOSE PROVISIONS**

2.1 The settlement legislation is to provide that -

2.1.1 its title is Ngā Hapū o Ngāti Ranginui Claims Settlement Act [ ]; and

2.1.2 it comes into force on the day after the date on which it receives the Royal assent; and

2.1.3 its purpose is to give effect to certain provisions of this deed; and

2.1.4 it binds the Crown.

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### 3 SETTLEMENT PROVISIONS

- 3.1 The settlement legislation is to provide that -
- 3.1.1 the historical claims are settled; and
  - 3.1.2 the settlement is final; and
  - 3.1.3 on and from the settlement date, the Crown is released and discharged from all obligations and liabilities in respect of the historical claims.
- 3.2 Paragraph 3.1 is not to limit the acknowledgements expressed in, or the provisions of, this deed.

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## 4 SETTLEMENT IMPLEMENTATION PROVISIONS

### **Judicial bodies' jurisdiction to be excluded**

- 4.1 The settlement legislation is to provide that, on and from the settlement date, despite any enactment or rule of law, no court, tribunal, or other judicial body, is to have jurisdiction in respect of -
- 4.1.1 the historical claims; or
  - 4.1.2 this deed; or
  - 4.1.3 the settlement legislation; or
  - 4.1.4 the redress provided under this deed or the settlement legislation.
- 4.2 The settlement legislation is to provide that the jurisdiction excluded by paragraph 4.1 -
- 4.2.1 is to include the jurisdiction to inquire into, or further inquire into, or to make a finding or recommendation in respect of the matters referred to in that paragraph; and
  - 4.2.2 is not to exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or implementation of this deed or the settlement legislation.

### **Treaty of Waitangi Act 1975 to be amended**

- 4.3 The settlement legislation is to amend schedule 3 of the Treaty of Waitangi Act by including a reference to the title of the settlement legislation.

### **Certain legislation to cease to apply**

- 4.4 The settlement legislation is to provide that -
- 4.4.1 nothing in the legislation listed in paragraph 4.4.2 is to apply -
    - (a) to a redress property; or
    - (b) to an early release commercial property; or
    - (c) to RFR land; or
    - (d) for the benefit of the Ngā Hapū o Ngāti Ranginui or a representative entity; and
  - 4.4.2 the legislation is -

## LEGISLATIVE MATTERS

### 4: SETTLEMENT IMPLEMENTATION PROVISIONS

- (a) sections 8A to 8HJ of the Treaty of Waitangi Act 1975:
- (b) sections 27A to 27C of the State-Owned Enterprises Act 1986; and
- (c) sections 211 to 213 of the Education Act 1989:
- (d) part 3 of the Crown Forest Assets Act 1989:
- (e) part 3 of the New Zealand Railways Corporation Restructuring Act 1990.

#### **Settlement properties with resumptive memorials to be required to be identified**

4.5 The chief executive of LINZ is to be required by the settlement legislation to issue -

4.5.1 to the Registrar-General of Land a certificate that identifies (by reference to the relevant legal description, certificate of title, or computer register) each allotment that is -

- (a) all or part of a redress property, a Tauranga school site, or an early release commercial property, or RFR land; and
- (b) contained in a certificate of title or computer register that has a memorial entered under any legislation referred to in paragraph 4.4.2; and

4.5.2 each certificate under this paragraph, as soon as reasonably practicable after the settlement date.

4.6 Each certificate under paragraph 4.5 is to state the section of the settlement legislation it is issued under.

#### **Resumptive memorials to be required to be removed from settlement properties**

4.7 The Registrar-General of Land is to be required by the settlement legislation, as soon as reasonably practicable after receiving a certificate under paragraph 4.5, to -

4.7.1 register the certificate against each certificate of title or computer register identified in the certificate; and

4.7.2 cancel, in respect of each allotment identified in the certificate, each memorial that is entered (under an enactment referred in paragraph 4.4.2) on a certificate of title or computer register identified in the certificate.

## 5 PROVISIONS RELATING TO PROTOCOL

### General

- 5.1 The settlement legislation is to provide for the protocol on the terms provided by this part.

### Issue, amendment, and cancellation of the protocol to be authorised

- 5.2 The responsible Minister is to be authorised to -

5.2.1 issue the protocol to the governance entity in the form set out in the documents schedule; and

5.2.2 amend or cancel that protocol.

- 5.3 The settlement legislation is to provide -

5.3.1 the protocol may be amended or cancelled at the initiative of either -

(a) the governance entity; or

(b) the responsible Minister; and

5.3.2 the responsible Minister may amend or cancel the protocol only after consulting with, and having particular regard to the views of, the governance entity.

### Protocol's effect on rights and obligations to be provided for

- 5.4 The protocol is not to restrict -

5.4.1 the Crown's ability to exercise its powers, and perform its functions and duties, in accordance with the law and government policy; and

5.4.2 in particular, the Crown's ability to -

(a) introduce legislation and change government policy; and

(b) interact or consult with a person the Crown considers appropriate, including any iwi, hapū, marae, whanau, or other representative of tangāta whenua; or

5.4.3 the responsibilities of a responsible Minister or responsible department; or

5.4.4 the legal rights of the Ngā Hapū o Ngāti Ranginui or a representative entity.



## LEGISLATIVE MATTERS

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### 5: PROVISIONS RELATING TO PROTOCOL

#### **Enforcement of protocol to be provided for**

- 5.5 The Crown is to be required to comply with the protocol while it is in force.
- 5.6 If the Crown fails, without good cause, to comply with the protocol, the governance entity is to be given the power to enforce the protocol.
- 5.7 The governance entity's right to enforce the protocol is to be subject to the Crown Proceedings Act 1950.
- 5.8 Damages, or monetary compensation, are not to be available as a remedy for the Crown's failure to comply with the protocol.
- 5.9 But paragraph 5.8 is not to affect a court's ability to award the governance entity's costs of enforcing the protocol.
- 5.10 Paragraphs 5.5 to 5.9 are not to apply to guidelines for implementing the protocol.

#### **Limitations on the protocol to be provided for**

- 5.11 The protocol is not to have the effect of granting, creating, or providing evidence of, an estate or interest in, or rights relating to, taonga tūturu.

## **6 APPOINTMENT TO CONTROL AND MANAGE**

- 6.1 The settlement legislation is to provide that the governance entity is appointed to control and manage Te Wharepoti / Margaret Jackson Wildlife Management Reserve (as described in appendix 2 to this schedule) as if that appointment was made under section 35 of the Reserves Act 1977.

## 7 GEOGRAPHIC NAMES

### Definitions to be provided

7.1 In this Part, -

7.1.1 **official geographic name** is to have the meaning given by section 4 of the NZGB Act

7.1.2 **New Zealand Geographic Board** is to mean the board continued by section 7 of the NZGB Act

7.1.3 **NZGB Act** is to mean the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008.

### General

7.2 The settlement legislation is to provide that -

7.2.1 the geographic name specified in the first column of the table in clause 5.17.1 of this deed is assigned to the location described in the second column of that table; and

7.2.2 each existing geographic name specified in the first column of the table in clause 5.17.2 of this deed is to be altered to the geographic name specified in the second column of that table; and

7.2.3 each assignment of, and alteration to, a geographic name is to be treated as having been made by the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa in accordance with the NZGB Act.

### Publication of assignment and alteration of geographic names to be required

7.3 The New Zealand Geographic Board is to be required, as soon as is reasonably practicable after the settlement date, to -

7.3.1 give public notice of each assignment or alteration of a name under paragraphs 7.2.1 and 7.2.2 to in accordance with section 21(2) and (3) of the NZGB Act; but

7.3.2 state in the notices that the assignments or alterations took effect on the settlement date.

### Future alteration and assignment of new names to be provided

7.4 The New Zealand Geographic Board need not comply with the requirements of sections 16, 17, 18, 19(1), and 20 of the NZGB Act in making a determination to assign or alter the official geographic name of a feature named by this part.

## LEGISLATIVE MATTERS

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### 7: GEOGRAPHIC NAMES

- 7.5 Instead, the Board may make the determination as long as it has the written consent of the governance entity.
- 7.6 To avoid doubt, the Board must give public notice of the determination in accordance with section 21(2) and (3) of the NZGB Act.

## 8 CROWN PROTECTED AREAS

### GENERAL

- 8.1 The settlement legislation is to provide that –
- 8.1.1 the name of Margaret Jackson Wildlife Management Reserve is changed to Te Wharepoti / Margaret Jackson Wildlife Management Reserve; and
  - 8.1.2 the name of Jess Road Wildlife Management Reserve is changed to Te Wahapū o Te Hopuni Wildlife Management Reserve.

## 9 PROVISIONS VESTING CULTURAL REDRESS PROPERTIES

### Interpretation

9.1 The settlement legislation is to provide that:

9.1.1 **cultural redress property** means each of the following sites, and each site means the land described by that name in appendix 1 to this schedule:

- (a) Omanawa River site:
- (b) Waimanu ki uta:
- (c) Waireia;
- (d) Waikareao Estuary site:
- (e) Te Awa o Ngāumuwahine site:
- (f) Te Wai o Ngāumuwahine site:
- (g) Tahawai:
- (h) Wainui River site:
- (i) Ohauti:
- (j) Te Rī o Tamarāwaho:
- (k) Te Rī o Ruahine:
- (l) Te Hopuni:
- (m) Te Kaki:
- (n) Oraeroa:
- (o) Omokoroa School site:
- (p) Otānewainuku:
- (q) Pūwhenua; and

9.1.2 **reserve site** means each of the sites in paragraphs 9.1.1(a) to (l) and (p) and (q) in the definition of cultural redress property.

## LEGISLATIVE MATTERS

### 9: PROVISIONS VESTING CULTURAL REDRESS PROPERTIES

#### Omanawa River site

- 9.2 The settlement legislation is to provide that –
- 9.2.1 Omanawa River site ceases to be a conservation area under the Conservation Act 1987; and
  - 9.2.2 the fee simple estate in Omanawa River site vests in the governance entity; and
  - 9.2.3 the Omanawa River site 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
  - 9.2.4 the reserve created under paragraph 9.2.3 is named Omanawa River Scenic Reserve.

#### Waimanu ki uta

- 9.3 The settlement legislation is to provide that
- 9.3.1 Waimanu ki uta (being part of the Kaimai Mamaku Conservation Park) ceases to be a conservation area under the Conservation Act 1987; and
  - 9.3.2 the fee simple estate in Waimanu ki uta vests in the governance entity; and
  - 9.3.3 Waimanu ki uta is declared a reserve and is classified a recreation reserve for the purposes specified in section 17 of the Reserves Act 1977; and
  - 9.3.4 the reserve created by paragraph 9.3.3 is named Waimanu ki uta Recreation Reserve; and
  - 9.3.5 paragraphs 9.3.1 to 9.3.4 are subject to the governance entity providing the Crown with a registrable right of way easement in gross to the Minister of Conservation over those parts of Waimanu ki uta shown dotted red on deed plan OTS-078-004 in the form set out in part 2.7 of the documents schedule; and
  - 9.3.6 an easement granted in accordance with paragraph 9.3.5 –
    - (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.

## LEGISLATIVE MATTERS

### 9: PROVISIONS VESTING CULTURAL REDRESS PROPERTIES

#### **Waireia**

- 9.4 The settlement legislation is to provide that –
- 9.4.1 Waireia ceases to be a conservation area under the Conservation Act 1987; and
  - 9.4.2 the fee simple estate in Waireia vests in the governance entity; and
  - 9.4.3 Waireia is declared a reserve and classified as a recreation reserve for the purposes specified in section 17 of the Reserves Act 1977; and
  - 9.4.4 the reserve created under paragraph 9.4.3 is named Waireia Recreation Reserve.

#### **Waikareao Estuary site**

- 9.5 The settlement legislation is to provide that –
- 9.5.1 Waikareao Estuary site ceases to be a conservation area under the Conservation Act 1987; and
  - 9.5.2 the fee simple estate in Waikareao Estuary site vests in the governance entity; and
  - 9.5.3 Waikareao Estuary site is declared a reserve and is classified as a recreation reserve subject to section 17 of the Reserves Act 1977; and
  - 9.5.4 the reserve created by paragraph 9.5.3 is named Waikareao Estuary Recreation Reserve.

#### **Te Awa o Ngāumuwahine site**

- 9.6 The settlement legislation is to provide that –
- 9.6.1 Te Awa o Ngāumuwahine site (being part of the Kaimai Mamaku Conservation Park) ceases to be a conservation area under the Conservation Act 1987; and
  - 9.6.2 the fee simple estate in the Te Awa o Ngāumuwahine site vests in the governance entity; and
  - 9.6.3 the Te Awa o Ngāumuwahine site is declared a reserve and is classified a recreation reserve for the purposes specified in section 17 of the Reserves Act 1977; and
  - 9.6.4 the reserve created by paragraph 9.6.3 is named Te Awa o Ngāumuwahine Recreation Reserve; and



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- 9.6.5 paragraphs 9.6.1 to 9.6.4 are subject to the governance entity providing the Crown with a registrable right of way easement in gross to the Minister of Conservation over those parts of Te Awa o Ngāumuwahine site shown dotted red on deed plan OTS-078-021 subject to survey, in the form set out in part 2.6 of the documents schedule; and
- 9.6.6 an easement granted in accordance with paragraph 9.6.5:
- (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.

#### **Te Wai o Ngāumuwahine site**

9.7 The settlement legislation is to provide that –

- 9.7.1 Te Wai o Ngāumuwahine site (being part of the Kaimai Mamaku Conservation Park) ceases to be a conservation area under the Conservation Act 1987; and
- 9.7.2 the fee simple estate in the Te Wai o Ngāumuwahine site vests in the governance entity; and
- 9.7.3 the Te Wai o Ngāumuwahine site is declared a reserve and is classified a recreation reserve for the purposes specified in section 17 of the Reserves Act 1977; and
- 9.7.4 the reserve created by paragraph 9.7.3 is named Te Wai o Ngāumuwahine Recreation Reserve; and
- 9.7.5 paragraphs 9.7.1 to 9.7.4 are subject to the governance entity providing the Crown with a registrable right of way easement in gross to the Minister of Conservation over those parts of Te Wai o Ngāumuwahine site shown dotted red on deed plan OTS-078-012 subject to survey, in the form set out in part 2.6 of the documents schedule of the deed of settlement; and
- 9.7.6 an easement granted in accordance with paragraph 9.7.5:
- (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.

#### **Tahawai**

9.8 The settlement legislation is to provide that –

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### 9: PROVISIONS VESTING CULTURAL REDRESS PROPERTIES

- 9.8.1 Tahawai (being part of the Kaimai Mamaku Conservation Park) ceases to be a conservation area under the Conservation Act 1987; and
- 9.8.2 the fee simple estate in Tahawai vests in the governance entity; and
- 9.8.3 Tahawai is declared a reserve and is classified as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act 1977; and
- 9.8.4 the reserve created by paragraph 9.8.3 is named Tahawai Scenic Reserve.

#### **Wainui River site**

- 9.9 The settlement legislation is to provide that –
  - 9.9.1 the reservation of Wainui River site (being Wainui River Scenic Reserve) as a scenic reserve subject to the Reserves Act 1977 is revoked; and
  - 9.9.2 the fee simple estate in Wainui River site vests in the governance entity; and
  - 9.9.3 Wainui River site 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
  - 9.9.4 the reserve created by paragraph 9.9.3 is named the Wainui River Scenic Reserve.

#### **Ohauti**

- 9.10 The settlement legislation is to provide that –:
  - 9.10.1 Ohauti ceases to be a conservation area under the Conservation Act 1987; and
  - 9.10.2 the fee simple estate in Ohauti vests in the governance entity; and
  - 9.10.3 Ohauti is declared a reserve and is classified as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act 1977; and
  - 9.10.4 the reserve created by paragraph 9.10.3 is named Ohauti Scenic Reserve.

#### **Te Rī o Tamarāwaho**

- 9.11 The settlement legislation is to provide that –
  - 9.11.1 Te Rī o Tamarāwaho ceases to be a conservation area under the Conservation Act 1987; and
  - 9.11.2 the fee simple estate in Te Rī o Tamarāwaho vests in the governance entity; and

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### 9: PROVISIONS VESTING CULTURAL REDRESS PROPERTIES

9.11.3 Te Rī o Tamarāwaho is declared a reserve and is classified as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act 1977; and

9.11.4 the reserve created by paragraph 9.11.3 is named Te Rī o Tamarāwaho Scenic Reserve.

#### Te Rī o Ruahine

9.12 The settlement legislation is to provide that –

9.12.1 Te Rī o Ruahine ceases to be a conservation area under the Conservation Act 1987; and

9.12.2 the fee simple estate in Te Rī o Ruahine vests in the governance entity; and

9.12.3 Te Rī o Ruahine is declared a reserve and is classified as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act 1977; and

9.12.4 the reserve created by paragraph 9.12.3 is named Te Rī o Ruahine Scenic Reserve.

#### Te Hopuni

9.13 The settlement legislation is to provide that –

9.13.1 the vesting of Te Hopuni in the Bay of Plenty Regional Council is cancelled; and

9.13.2 the reservation of Te Hopuni as a reserve subject to the Reserves Act 1977 is revoked; and

9.13.3 Te Hopuni ceases to be subject to the Tauranga Foreshore Vesting and Endowment Act 1915; and

9.13.4 the fee simple estate in Te Hopuni site vests in the governance entity; and

9.13.5 Te Hopuni site is declared a reserve and is classified as a local purpose (cultural centre) reserve subject to section 23 of the Reserves Act 1977; and

9.13.6 the reserve created by paragraph 9.13.5 is named the Te Hopuni Local Purpose (Cultural Centre) Reserve.

#### Te Kaki

9.14 The settlement legislation is to provide that –

9.14.1 Te Kaki ceases to be a conservation area under the Conservation Act 1987; and

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### 9: PROVISIONS VESTING CULTURAL REDRESS PROPERTIES

- 9.14.2 the fee simple estate in Te Kaki vests in the governance entity; and
- 9.14.3 paragraphs 9.14.1 and 9.14.2 are subject to the governance entity providing the Crown with a registrable covenant in relation to Te Kaki in the form set out in part 2.5 of the documents schedule of the deed of settlement; and
- 9.14.4 the covenant is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act 1977 and section 27 of the Conservation Act 1987.

#### Oraeroa

- 9.15 The settlement legislation is to provide that –
- 9.15.1 Oraeroa (being part of the Kaimai Mamaku Conservation Park) ceases to be a conservation area under the Conservation Act 1987; and
- 9.15.2 the fee simple estate in Oraeroa vests in the governance entity; and
- 9.15.3 paragraphs 9.15.1 to 9.15.2 are subject to the governance entity providing the Crown with a registrable covenant in relation to Oraeroa in the form set out in part 2.4 of the documents schedule of the deed of settlement; and
- 9.15.4 the covenant is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act 1977.

#### Omokoroa School site

- 9.16 The settlement legislation is to provide that –
- 9.16.1 the fee simple estate in Omokoroa School site vests in the governance entity; and
- 9.16.2 paragraph 9.16.1 is subject to the governance entity providing the Crown with a registrable lease in relation to the Omokoroa School site in the form set out in part 2.1 of the documents schedule.

#### 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;

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- (b) the Ngāi Te Rangi governance entity:
  - (c) the Ngāti Pūkenga governance entity:
  - (d) the Waitaha governance entity:
  - (e) the Tapūika 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 Reserves Act 1977;
- 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;
- 9.17.7 the easement referred to in paragraph 9.17.6:
- (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.

#### Pūwhenua

- 9.18 The settlement legislation is to provide that –
- 9.18.1 Pūwhenua ceases to be a conservation area under the Conservation Act 1987; and
- 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:
- (a) the Ngāti Ranginui governance entity:
  - (b) the Ngāi Te Rangi governance entity:
  - (c) the Ngāti Pūkenga governance entity:

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- (d) the Waitaha governance entity:
  - (e) the Tapūika governance entity:
  - (f) the Ngāti Rangiwewehi governance entity; and
- 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
- 9.18.4 the reserve created under paragraph 9.18.3 is named Pūwhenua Scenic Reserve; and
- 9.18.5 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 Reserves Act 1977.

#### **Vesting mechanism for Otānewainuku and Pūwhenua**

- 9.19 The settlement legislation is to provide that –
- 9.19.1 the undivided shares in the fee simple estate in Otānewainuku and Pūwhenua vest, and the joint management body under paragraph 11 is established, on a date specified by Order in Council made by the Governor-General on the recommendation of the Minister of Conservation; and
  - 9.19.2 the Minister of Conservation may not make a recommendation –
    - (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
    - (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.

## 10 PROVISIONS SPECIFYING TERMS OF VESTING

### General

- 10.1 The settlement legislation is to provide for the vesting of the cultural redress properties on the terms provided by this part.

### Vesting to be subject to listed encumbrances

- 10.2 Each cultural redress property is to vest subject to, or together with, any encumbrances for the property listed in appendix 1 to this schedule and, in the case of Otānewainuku and Pūwhenua, any other interests granted in relation to the property before the vesting date for the property.
- 10.3 Paragraphs 10.4 and 10.5 apply -
- 10.3.1 to each cultural redress property while the property has an administering body that is treated as if the property were vested in it; and
  - 10.3.2 to all or the part of the reserve property that remains a reserve under the Reserves Act 1977 (the **reserve land**).
- 10.4 If the reserve property is affected by an interest in land listed for the property in appendix 1 to this schedule, the interest applies as if the administering body were the grantor, or the grantee, as the case may be, of the interest in respect of the reserve land.
- 10.5 Any interest in land that affects the reserve land must be dealt with for the purposes of registration as if the administering body were the registered proprietor of the reserve land.
- 10.6 However, paragraph 10.4 and 10.5 do not affect the registration of the easement referred to in paragraph 9.17.6.
- 10.7 Paragraphs 10.4 and 10.5 continue to apply despite any subsequent transfer of the reserve land under paragraph 11.3.
- 10.8 Paragraphs 10.9 and 10.11 apply if a cultural redress property is subject to an interest (other than an interest in land) listed for the property in appendix 1 to this schedule, for which there is a grantor, whether or not the interest also applies to land outside the cultural redress property.
- 10.9 The interest applies as if the owners of the cultural redress property were the grantor of the interest in respect of the property, except to the extent that paragraph 10.10 applies.
- 10.10 If all or part of the cultural redress property is reserve land to which paragraph 10.3 applies, the interest applies as if the administering body of the reserve land were the grantor of the interest in respect of the reserve land.

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### 10: PROVISIONS SPECIFYING TERMS OF VESTING

10.11 The interest applies -

10.11.1 until the interest expires or is terminated, but any subsequent transfer of the cultural redress property must be ignored in determining whether the interest expires or is or may be terminated; and

10.11.2 with any other necessary modifications; and

10.11.3 despite any change in status of the land in the property.

#### **Ownership of governance entity to be registered on computer freehold register**

10.12 Paragraphs 10.13 to 10.16 are to apply to the fee simple estate in a cultural redress property vested under the settlement legislation.

10.13 The Registrar-General of Land, on written application by an authorised person, is to be required to comply with paragraphs 10.14 and 10.15.

10.14 To the extent that a cultural redress property (other than Otānewainuku and Pūwhenua) is all of the land contained in a computer freehold register, the Registrar-General is to -

10.14.1 register the governance entity as the proprietor of the fee simple estate in the land; and

10.14.2 make any entries in the register, and do all other things, that are necessary to give effect to the settlement legislation and this deed.

10.15 To the extent that a cultural redress property (other than Otānewainuku and Pūwhenua) is not all of the land contained in a computer freehold register, or there is no computer freehold register for all or part of the property, the Registrar-General is to -

10.15.1 create one or more computer freehold registers for the fee simple estate in the property in the name of the governance entity; and

10.15.2 enter on the register any encumbrances that are -

(a) registered, notified, or notifiable; and

(b) described in the application from the authorised person; and

10.15.3 for Otānewainuku and Pūwhenua, the Registrar-General must, in accordance with a written application by an authorised person, -

(a) create a computer freehold register for an undivided sixth share of the fee simple estate in the property in the name of the governance entity; and



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### 10: PROVISIONS SPECIFYING TERMS OF VESTING

- (b) record on the computer freehold register any interests that are registered, notified, or notifiable and that are described in the application.

#### **Timing of creation of computer freehold register to be specified**

10.16 The settlement legislation is to provide -

- 10.16.1 paragraph 10.15 is to apply subject to the completion of any survey necessary to create the computer freehold register; and
- 10.16.2 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 -
  - (a) 24 months after whichever of those dates is relevant; or
  - (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.

#### **Application of Part 4A of the Conservation Act 1987 (including creation of marginal strips) to be dealt with**

10.17 The settlement legislation is to provide that -

- 10.17.1 the vesting of a cultural redress property in the governance entity is to be a disposition for the purposes of Part 4A of the Conservation Act 1987; but
- 10.17.2 sections 24(2A), 24A, and 24AA of that Act do not apply to the disposition; and
- 10.17.3 despite paragraphs 10.17.1 and 10.17.2 the rest of section 24 of the Conservation Act 1987 does not apply to the vesting of a reserve site under the settlement legislation; and
- 10.17.4 if the reservation under the settlement legislation of a reserve site is revoked in relation to all or part of the site, then its vesting is to be no longer exempt from the rest of section 24 of the Conservation Act 1987 in relation to all or part of that site.

#### **Application of Part 4A of Conservation Act and settlement legislation to be notified on computer freehold register**

10.18 The Registrar-General of Land is to be required to notify -

- 10.18.1 on the computer freehold register for a reserve site (other than Otānewainuku and Pūwhenua) that -
  - (a) the land is subject to Part 4A of the Conservation Act 1987; but

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### 10: PROVISIONS SPECIFYING TERMS OF VESTING

- (b) section 24 of that Act does not apply; and
  - (c) the land is subject to –
    - (i) paragraph 11.4 in the case of Te Rī o Ruahine and Te Rī o Tamarāwaho; and
    - (ii) paragraph 11.3 in all other cases; and
- 10.18.2 on the computer freehold register created under paragraph 10.15.3 for Otānewainuku and Pūwhenua that –
- (a) the land is subject to Part 4A of the Conservation Act 1987; but
  - (b) section 24 of that Act does not apply; and
- 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.
- 10.19 The settlement legislation is to provide that a notification made under paragraph 10.18 that land is subject to Part 4A of the Conservation Act 1987 is to be treated as having been made in compliance with section 24D(1) of that Act.

#### **Removal of notifications from computer freehold register to be provided for**

- 10.20 The settlement legislation is to provide that -
- 10.20.1 if the reservation of a reserve site (other than Otānewainuku and Pūwhenua) is revoked, in relation to -
- (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 -
    - (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
  - (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
- 10.20.2 if the reservation of Otānewainuku and Pūwhenua is revoked in relation to –
- (a) all of the site, the Registrar-General of Land must remove from a computer freehold register created under paragraph 10.15.3(a) for the site the notifications that –

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### 10: PROVISIONS SPECIFYING TERMS OF VESTING

- (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;
  - (b) 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; and
- 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(b).

#### **Application of other legislation to be dealt with**

10.21 The settlement legislation is to provide -

- 10.21.1 sections 24 and 25 of the Reserves Act 1977 are not to apply to the revocation under the settlement legislation of the reserve status of a cultural redress property; and
- 10.21.2 section 11 and Part 10 of the Resource Management Act 1991 are not to apply to -
  - (a) the vesting of the fee simple estate in a cultural redress property under the settlement legislation; or
  - (b) any matter incidental to, or required for the purpose of, the vesting; and
- 10.21.3 the vesting of the fee simple estate in a cultural redress property under the settlement legislation is not to -
  - (a) limit section 10 or 11 of the Crown Minerals Act 1991; or
  - (b) affect other rights to subsurface minerals; and
- 10.21.4 the permission of a council under section 348 of the Local Government Act 1974 is not to be required for laying out, forming, granting, or reserving a private road, private way, or right of way required to fulfil the terms of this deed in relation to a cultural redress property.

## 11 PROVISIONS RELATING TO RESERVE SITES

### General

- 11.1 The settlement legislation is to include provisions in relation to the vesting of reserve sites on the terms provided in this part.

### Application of Reserves Act 1977 to be dealt with

- 11.2 The settlement legislation is to provide that:

11.2.1 except with respect to Otānewainuku and Pūwhenua, the governance entity is to be the administering body of a reserve site for the purposes of the Reserves Act 1977; and

11.2.2 despite sections 48A(6), 114(5), and 115(6) of the Reserves Act 1977, sections 48A, 114, and 115 of that Act apply to a reserve site; and

11.2.3 sections 78(1)(a), 79 to 81, and 88 of the Reserves Act 1977 do not apply to a reserve site; and

11.2.4 if the reservation under the settlement legislation of a reserve site is revoked under section 24 of the Reserves Act 1977 in relation to all or part of the site,-

(a) section 25(2) of that Act applies to the revocation; but

(b) the other provisions of section 25 do not apply.

### Subsequent transfer of certain reserve sites to be provided for

- 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.

- 11.3 The settlement legislation is to provide that -

11.3.1 this paragraph is to apply to all, or any part, of a reserve site (other than Te Rī o Ruahine and Te Rī o Tamarāwaho) that remains a reserve at any time after the vesting in the governance entity under the settlement legislation (for the purposes of this paragraph 11.3, the **reserve land**); and

11.3.2 the fee simple estate in the reserve land may be transferred to another person only in accordance with this paragraph; and

11.3.3 paragraph 11.3.2 is to apply despite any other enactment or rule of law; and

11.3.4 the Minister of Conservation is to give written consent to the transfer of the fee simple estate in reserve land to another person (for the purposes of this

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### 11: PROVISIONS RELATING TO RESERVE SITES

paragraph 11.3, the **new owner**) if, upon written application, the registered proprietor of the reserve land satisfies the Minister that the new owner is able to -

- (a) comply with the Reserves Act 1977; and
- (b) perform the obligations of an administering body under that Act; and

#### ***Registration of transfer to be provided for***

11.3.5 the Registrar-General of Land, upon receiving the following documents, is to register the new owner as the proprietor of the estate in fee simple in the reserve land:

- (a) the transfer instrument to transfer the fee simple estate in the reserve land to the new owner, including a notification that the new owner is to hold the reserve land for the same reserve purpose as it was held by the administering body immediately before the transfer:
- (b) the Minister of Conservation's written consent to the transfer:
- (c) any other document required for the registration of the transfer instrument; and

#### ***New owners are to be the administering body***

11.3.6 the new owner, from the time of its registration under paragraph 11.3.5, -

- (a) is to be the administering body of the reserve land for the purposes of the Reserves Act 1977; and
- (b) holds the reserve land for the same reserve purpose as it was held by the administering body immediately before the transfer; and

#### ***Provisions not to apply if transfer is to new trustees of a trust***

11.3.7 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 -

- (a) the transferors are or were the trustees of a trust; and
- (b) the transferees are the trustees of the same trust after -
  - (i) a new trustee has been appointed; or
  - (ii) a transferor has ceased to be a trustee; and

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- (c) the transfer instrument is accompanied by a certificate given by the transferees, or their solicitor, verifying that paragraphs (a) and (b) apply.

#### **Subsequent transfer of Te Rī o Ruahine or Te Rī o Tamarāwaho to be provided for**

11.4 The settlement legislation is to provide that -

11.4.1 this paragraph is to apply to all, or any part, of Te Rī o Ruahine or Te Rī o Tamarāwaho that remains a reserve at any time after the vesting in the governance entity under the settlement legislation (for the purposes of this paragraph 11.4, the **reserve land**); and

11.4.2 the fee simple estate in the reserve land may be transferred only to a hapū entity or to the Ngāti Rangiwewehi governance entity and only in accordance with this paragraph; and

11.4.3 paragraph 11.4.2 is to apply despite any other enactment or rule of law; and

11.4.4 the Minister of Conservation is to give written consent to the transfer of the fee simple estate in reserve land to a hapū entity or to the Ngāti Rangiwewehi governance entity (for the purposes of this clause 11.4, the **new owner**) if, upon written application, the registered proprietor of the reserve land satisfies the Minister that the new owner is able to -

- (a) comply with the Reserves Act 1977; and

- (b) perform the obligations of an administering body under that Act; and

#### ***Registration of transfer to be provided for***

11.4.5 the Registrar-General of Land, upon receiving the following documents, is to register the new owner as the proprietor of the estate in fee simple in the reserve land:

- (a) the transfer instrument to transfer the fee simple estate in the reserve land to the new owner, including a notification that the new owner is to hold the reserve land for the same reserve purpose as it was held by the administering body immediately before the transfer:

- (b) the Minister of Conservation's written consent to the transfer:

- (c) any other document required for the registration of the transfer instrument; and

#### ***New owners are to be the administering body***

11.4.6 the new owner, from the time of its registration under paragraph 11.4.5, -

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### 11: PROVISIONS RELATING TO RESERVE SITES

- (a) is to be the administering body of the reserve land for the purposes of the Reserves Act 1977; and
- (b) holds the reserve land for the same reserve purpose as it was held by the administering body immediately before the transfer; and

#### ***Provisions not to apply if transfer is to new trustees of a trust***

11.4.7 paragraphs 11.4.1 to 11.4.6 are not to apply to the transfer of the fee simple estate in reserve land if -

- (a) the transferors are or were the trustees of a trust; and
- (b) the transferees are the trustees of the same trust after -
  - (i) a new trustee has been appointed; or
  - (ii) a transferor has ceased to be a trustee; and
- (c) the transfer instrument is accompanied by a certificate given by the transferees, or their solicitor, verifying that paragraphs (a) and (b) apply.

#### **Reserve site is not to be mortgaged or charged**

11.5 The registered proprietors from time to time of a reserve site that is vested under the settlement legislation are not to mortgage, or give a security interest in, all or any part of the site that remains a reserve.

#### **Bylaws etc in relation to reserve sites to be saved**

11.6 A bylaw, prohibition or restriction on use or access in relation to a reserve site made or granted under the Reserves Act 1977, or the Conservation Act 1987, by an administering body or the Minister of Conservation is to remain in force until it expires or is revoked under the applicable legislation.

#### **Application of legislation to certain names**

11.7 The settlement legislation is to provide that -

- 11.7.1 paragraph 11.7.2 applies to the land, or part of the land, in a cultural redress property that, immediately before the commencement of the settlement legislation, was all or part of a Crown protected area; and
- 11.7.2 the official geographic name of the Crown protected area is discontinued in respect of the land, or part of the land, and the Board must amend the Gazetteer accordingly; and

## LEGISLATIVE MATTERS

### 11: PROVISIONS RELATING TO RESERVE SITES

- 11.7.3 a reserve site is not a Crown protected area, despite anything in the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008; and
- 11.7.4 the Minister of Conservation must not change the name of a reserve site under section 16(10) of the Reserves Act 1977 without the written consent of the administering body of the site, and section 16(10A) of that Act does not apply to the proposed change; and
- 11.7.5 in this paragraph, the following terms have the meaning given by section 4 of the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008:
- (a) Board;
  - (b) Crown protected area;
  - (c) Gazetteer; and
  - (d) official geographic name.

#### ***Joint management body for Otānewainuku and Pūwhenua***

- 11.8 The settlement legislation is to provide that:
- 11.8.1 a joint management body for Otānewainuku Scenic Reserve and Pūwhenua Scenic Reserve is established:
- 11.8.2 the following are appointers for the purposes of this section:
- (a) the governance entity; and
  - (b) the Ngāi Te Rangi governance entity; and
  - (c) the Ngāti Pūkenga governance entity; and
  - (d) the Waitaha governance entity; and
  - (e) the Tapūika governance entity; and
  - (f) the Ngāti Rangiwewehi governance entity; and
- 11.8.3 each appointer under paragraph 11.8.2 may appoint 1 member to the joint management body; and
- 11.8.4 a member is appointed only if the appointer gives written notice with the following details to the other appointers:



## LEGISLATIVE MATTERS

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### 11: PROVISIONS RELATING TO RESERVE SITES

- (a) the full name, address, and other contact details of the member; and
  - (b) the date on which the appointment takes effect, which must be no earlier than the date of this notice; and
- 11.8.5 an appointment ends after 5 years or when the appointer replaces the member by making another appointment; and
- 11.8.6 a member may be appointed, reappointed, or discharged at the discretion of the appointer; and
- 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
- 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.

## 12 PROVISIONS RELATING TO COMMERCIAL REDRESS PROPERTIES AND TAURANGA SCHOOL SITES

### General

- 12.1 The settlement legislation is to include provisions in relation to the transfer of the commercial redress properties and the Tauranga school sites on the terms provided by this part.

### **Crown to be authorised to transfer commercial redress properties and Tauranga school sites**

- 12.2 The Crown (acting by and through the chief executive of the landholding agency) is to be authorised to do one or both of the following:
- 12.2.1 transfer to the governance entity the fee simple estate in a commercial redress property or a Tauranga school site:
  - 12.2.2 sign a transfer instrument or other document, or do anything else to effect the transfer.
- 12.3 The authority under paragraph 12.2 is to be given to give effect to this deed.

### **Registrar-General of Land to be required to create a computer freehold register**

- 12.4 Paragraphs 12.5 to 12.7 are to apply to a commercial redress property or a Tauranga school site to the extent that -
- 12.4.1 it is not all of the land contained in a computer freehold register; or
  - 12.4.2 there is no computer freehold register for all or part of the property.
- 12.5 The Registrar-General of Land is to be required, in accordance with a written application by an authorised person, and after completion of any necessary survey, create a computer freehold register in the name of the Crown -
- 12.5.1 subject to, and together with, any encumbrances that -
    - (a) are registered, notified, or notifiable; and
    - (b) are described in the written application; and
  - 12.5.2 without any statement of purpose.

**12: PROVISIONS RELATING TO COMMERCIAL REDRESS PROPERTIES**

**Covenant for later creation of freehold register to be permitted**

- 12.6 An authorised person is to be permitted to grant a covenant to arrange for the later creation of a computer freehold register for a commercial redress property or a Tauranga school site.
- 12.7 The settlement legislation is to provide that, despite the Land Transfer Act 1952, -
- 12.7.1 the authorised person may request the Registrar-General of Land to register a covenant granted in accordance with paragraph 12.7 under the Land Transfer Act 1952 by creating a computer interest register; and
- 12.7.2 the Registrar-General must register the covenant.

**Part Te Puna school site**

- 12.7A The settlement legislation is to provide for the removal of the memorial under section 241 of the Resource Management Act 1991 recorded on computer freehold register SA64A/555 (being part Te Puna school site) by the Registrar-General on application by an authorised person.

**Application of other legislation**

- 12.8 The settlement legislation is to provide -
- 12.8.1 sections 11 and part 10 of the Resource Management Act 1991 do not apply to -
- (a) the transfer to the governance entity of a commercial redress property or a Tauranga school site; or
- (b) any matter incidental to, or required for the purpose of, the transfer; and
- 12.8.2 the transfer of a commercial redress property or a Tauranga school site to the governance entity -
- (a) does not -
- (i) limit section 10 or 11 of the Crown Minerals Act 1991; or
- (ii) affect other rights to subsurface minerals; or
- (b) is a disposition for the purposes of Part 4A of the Conservation Act 1987, but sections 24(2A), 24A, and 24AA of that Act do not apply to the disposition; and
- 12.8.3 in exercising the powers conferred by paragraphs 12.2 and 12.3, the Crown is not required to comply with any other enactment that would otherwise

## LEGISLATIVE MATTERS

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### 12: PROVISIONS RELATING TO COMMERCIAL REDRESS PROPERTIES

regulate or apply to the transfer of a commercial redress property or a Tauranga school site; and

12.8.4 the permission of a council under section 348 of the Local Government Act 1974 is not required for laying out, forming, granting, or reserving a private road, private way, or right of way required to fulfil the provisions of this deed in relation to the transfer of a commercial redress property.

12.9 Paragraph 12.8.3 does not limit paragraph 12.8.2.

## 13 RFR PROVISIONS

### General

- 13.1 The settlement legislation is to provide for a right of first refusal over certain land in favour of the governance entity on the terms of this part 13.

### Definitions to be provided

- 13.2 The settlement legislation is to provide that in the provisions creating that right of first refusal:

13.2.1 **dispose of**, in relation to RFR land, -

(a) means to -

- (i) transfer or vest the fee simple estate in the land; or
- (ii) grant a lease of the land for a term that is, or will be (if any rights of renewal or extension are exercised under the lease), for 50 years or longer; but

(b) to avoid doubt, does not include to -

- (i) mortgage, or give a security interest in, the land; or
- (ii) grant an easement over the land; or
- (iii) consent to an assignment of a lease, or to a sub-lease, of the land; or
- (iv) remove an improvement, fixture, or fitting from the land; and

13.2.2 **expiry date**, in relation to an offer, means its expiry date under paragraphs 13.6.1 and 13.7; and

13.2.3 **nominee** has the meaning given to it by paragraph 13.10.1; and

13.2.4 **notice** means a notice under this part; and

13.2.5 **offer** means an offer, made in accordance with paragraph 13.6, by an RFR landowner to dispose of RFR land to the governance entity; and

13.2.6 **public work** has the meaning given to it in section 2 of the Public Works Act 1981; and

## LEGISLATIVE MATTERS

### 13: RFR PROVISIONS

13.2.7 **RFR landowner**, in relation to RFR land, -

- (a) means the Crown, if the land is vested in the Crown or the Crown holds the fee simple estate in the land; and
- (b) means a Crown body if it holds the fee simple estate in the land; and
- (c) includes a local authority to whom RFR land has been disposed of under paragraph 13.11.2; but
- (d) to avoid doubt, does not include an administering body in which RFR land is vested; and

13.2.8 **RFR period** means the period of 174 years from the settlement date.

#### **RFR land defined**

13.3 **RFR land** means:

13.3.1 the land described in part 3 of the attachments to this deed if, on the settlement date, the land is vested in the Crown or the Crown, Housing New Zealand Corporation or, Bay of Plenty District Health Board holds the fee simple estate in the land; and

13.3.2 land obtained in exchange for a disposal of RFR land under paragraph 13.12.5(c) or 13.12.6.

13.4 However, land ceases to be RFR land when any of the following things happen:

13.4.1 the fee simple estate in the land transfers from the RFR landowner to -

- (a) the governance entity (or a nominee); or
- (b) any other person (including the Crown or a Crown body) in accordance with paragraph 13.5.3; or

13.4.2 the fee simple estate in the land transfers or vests from the RFR landowner to or in a person other than the Crown or a Crown body under -

- (a) paragraphs 13.12 or 13.13.1; or
- (b) an enactment, rule of law, encumbrance, legal or equitable obligation, mortgage or security interest referred to in paragraph 13.14; or

13.4.3 the RFR period ends.

## LEGISLATIVE MATTERS

### 13: RFR PROVISIONS

#### **Land required for another Treaty settlement to cease to be RFR land**

13.4A The settlement legislation is to provide that-

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

13.4A.2 notice must be given before a contract is formed under paragraph 13.9; and

13.4A.3 the land ceases to be RFR land on the day on which the notice is given; and

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.

#### **Restrictions on disposal of RFR land to be provided**

13.5 The settlement legislation is to provide that an RFR landowner must not dispose of RFR land to a person other than the governance entity, or its nominee, unless the land is disposed of -

13.5.1 under paragraphs 13.11, 13.12 or 13.13.1; or

13.5.2 under an enactment, rule of law, encumbrance, legal or equitable obligation, mortgage or security interest referred to in paragraph 13.14; or

13.5.3 within two years after the expiry date of an offer by the RFR landowner to dispose of the land to the governance entity, if the offer was -

(a) made in accordance with paragraph 13.6; and

(b) on terms that were the same as, or more favourable to the governance entity than, the terms of the disposal to the person; and

(c) not withdrawn under paragraph 13.8; and

(d) not accepted under paragraph 13.9.

#### **Requirements for offer to governance entity to be specified**

13.6 An offer by an RFR landowner to dispose of RFR land to the governance entity must be by written notice to the governance entity, incorporating -

13.6.1 the terms of the offer, including its expiry date; and

13.6.2 a legal description of the land, including -

## LEGISLATIVE MATTERS

### 13: RFR PROVISIONS

- (a) the reference for any computer freehold register that contains the land; and
  - (b) any encumbrances affecting it; and
- 13.6.3 a street address for the land (if applicable); and
- 13.6.4 a street address, postal address, and fax number for the governance entity to give notices to the RFR landowner in relation to the offer.

#### **Expiry date of offer to be required**

- 13.7 The settlement legislation is to specify that the expiry date of an offer -
- 13.7.1 must be on or after the 20<sup>th</sup> business day after the day on which the governance entity receives notice of the offer; but
  - 13.7.2 may not be on or after the 10<sup>th</sup> business day after the day on which the governance entity receives notice of the offer if -
    - (a) the governance entity has received an earlier offer to dispose of the land; and
    - (b) the expiry date of the earlier offer was no earlier than 6 months before the expiry date of the later offer; and
    - (c) the earlier offer was not withdrawn.

#### **Withdrawal of offer to be permitted**

- 13.8 An RFR landowner is to be permitted, by notice to the governance entity, to withdraw an offer at any time before it is accepted.

#### **Acceptance of offer and formation of contract to be provided for**

- 13.9 The settlement legislation is to provide that -
- 13.9.1 the governance entity may, by notice to the RFR landowner who made an offer, accept the offer if -
    - (a) it has not been withdrawn; and
    - (b) its expiry date has not passed; and
  - 13.9.2 the governance entity must accept all the RFR land offered unless the offer permits them to accept less; and



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### 13: RFR PROVISIONS

- 13.9.3 if the governance entity accepts an offer by an RFR landowner to dispose of RFR land -
- (a) a contract for the disposal of the land is formed between the landowner and the governance entity on the terms in the offer; and
  - (b) the terms of the contract may be varied by written agreement between the RFR landowner and the governance entity.

#### **Transfer to governance entity or a nominee to be provided for**

13.10 The settlement legislation is to provide that if a contract for the disposal of RFR land is formed between an RFR landowner and the governance entity under paragraph 13.9.3 -

13.10.1 the RFR landowner will dispose of the RFR land to -

- (a) the governance entity; or
- (b) in the case of a transfer of the fee simple estate, a person nominated by the governance entity (a **nominee**) under paragraph 13.10.2; and

13.10.2 the governance entity may nominate a nominee by giving written notice -

- (a) to the RFR landowner at least 10 business days before the RFR land is to be transferred under the contract for disposal of the RFR land; and
- (b) providing the name of, and all other relevant details about, the nominee; and

13.10.3 the governance entity may only nominate as nominee a person who is lawfully entitled to take a disposal of, and hold, the RFR land; and

13.10.4 if the governance entity nominates a nominated transferee, the governance entity remains liable for all the governance entity's obligations under the contract for disposal of the RFR land.

#### **Certain disposals by RFR landowner permitted but land remains RFR land**

13.11 The settlement legislation is to permit an RFR landowner to dispose of RFR land -

##### ***To the Crown or Crown bodies***

13.11.1 to the Crown or a Crown body, including, to avoid doubt, under section 143(5) or section 206 of the Education Act 1989; or

## LEGISLATIVE MATTERS

### 13: RFR PROVISIONS

#### ***If a public work***

- 13.11.2 that is a public work, or part of a public work, to a local authority (as defined in section 2 of the Public Works Act 1981) in accordance with section 50 of that Act; or

#### ***For reserves purposes***

- 13.11.3 in accordance with section 26 or 26A of the Reserves Act 1977.

#### **Certain disposals by RFR landowner permitted and land may cease to be RFR land**

- 13.12 The settlement legislation is to permit an RFR landowner to dispose of RFR land -

#### ***Under legislative and rule of law obligations***

- 13.12.1 in accordance with an obligation under any legislation or rule of law; or

#### ***Under legal or equitable obligations***

- 13.12.2 in accordance with a legal or equitable obligation that -

- (a) was unconditional before the settlement date; or
- (b) was conditional before the settlement date but become unconditional on or after the settlement date; or
- (c) arose after the exercise (whether before, on, or after the settlement date) of an option existing before the settlement date; or

- 13.12.3 in accordance with the requirements, existing before the settlement date, of a gift, endowment, or trust relating to the land; or

#### ***Under certain legislation***

- 13.12.4 if the RFR landowner is the Crown, in accordance with -

- (a) section 54(1)(d) of the Land Act 1948; or
- (b) section 355(3) of the Resource Management Act 1991; or
- (c) subpart 3 of part 2 of the Marine and Coastal Area (Takutai Moana) Act 2011; or

#### ***Public Works land***

- 13.12.5 in accordance with -

## LEGISLATIVE MATTERS

### 13: RFR PROVISIONS

- (a) section 40(2), 40(4) or 41 of the Public Works Act 1981 (including as applied by other legislation); or
- (b) section 52, 105(1), 106, 114(3), 117(7), or 119 of the Public Works Act 1981; or
- (c) section 117(3)(a) of the Public Works Act 1981; or
- (d) section 117(3)(b) of the Public Works Act 1981 if the land is disposed of to the owner of adjoining land; or
- (e) section 23(1) or (4), 24(4), or 26 of the New Zealand Railways Corporation Restructuring Act 1990; or

#### ***For reserves or conservation purposes***

13.12.6 in accordance with -

- (a) section 15 of the Reserves Act 1977; or
- (b) section 16A or 24E of the Conservation Act 1987; or

#### ***For charitable purposes***

13.12.7 as a gift for charitable purposes; or

#### ***Education purposes***

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

#### ***Disposal by Housing New Zealand Corporation***

13.12.9 to any person if Housing New Zealand Corporation has given notice to the trustees of the governance entity that, in Housing New Zealand Corporation's opinion, the disposal is to give effect, or assist in giving effect to, the Crown's social objectives in relation to housing or services relating to housing.

#### **Certain matters to be clarified**

13.13. The settlement legislation is to provide, to avoid doubt, that -

13.13.1 RFR land may be disposed of by an order of the Maori Land Court under section 134 of Te Ture Whenua Māori Act 1993, after an application by an RFR landowner under section 41(e) of the Public Works Act 1981; and

13.13.2 if RFR land is disposed of to a local authority under paragraph 13.11.2, the local authority becomes -

## LEGISLATIVE MATTERS

### 13: RFR PROVISIONS

- (a) the RFR landowner of the land; and
- (b) subject to the obligations of an RFR landowner under this part in relation to the land; and

13.13.3 if RFR land is disposed of under section 26 or 26A of the Reserves Act 1977 in accordance with paragraph 13.11.3, and the land is vested in an administering body that is not the Crown or a Crown body, -

- (a) the administering body -
  - (i) is not the RFR landowner of the land; and
  - (ii) is not subject to the obligations of the RFR landowner under this part in relation to the land; but
- (b) if the land vests back in the Crown under section 25 or 27 of the Reserves Act 1977, the Crown is -
  - (i) the RFR landowner; and
  - (ii) subject to the obligations of the RFR landowner under this part in relation to the land.

#### **RFR landowner's obligations to be subject to specified matters**

13.14 An RFR landowner's obligations under the settlement legislation in relation to RFR land are to be subject to -

13.14.1 any other enactment or rule of law but, in the case of a Crown body, the obligations apply despite its purpose, functions or objectives; and

13.14.2 any encumbrance, or legal or equitable obligation, that -

- (a) prevents or limits an RFR landowner's disposal of RFR land to the governance entity; or
- (b) the RFR landowner cannot satisfy by taking reasonable steps; and

13.14.3 the terms of a mortgage over, or security interest in, RFR land.

13.15 Reasonable steps, for the purposes of paragraph 13.14.2(b), are not to include steps to promote the passing of legislation.

#### **Notice to LINZ of RFR land to be required after settlement date**

13.16 The settlement legislation is to provide that -

## LEGISLATIVE MATTERS

### 13: RFR PROVISIONS

- 13.16.1 if a computer register is first created for RFR land after the settlement date, the RFR landowner must give the chief executive of LINZ notice that the register has been created; and
- 13.16.2 if land for which there is a computer register becomes RFR land after the settlement date, the RFR landowner must give the chief executive of LINZ notice that the land has become RFR land; and
- 13.16.3 the notice must -
- (a) include -
    - (i) the reference for the computer register; and
    - (ii) a legal description of the land; and
  - (b) be given as soon as reasonably practicable after -
    - (i) a computer register is first created for the RFR land; or
    - (ii) the land becomes RFR land.

#### **Notice to governance entity of disposals of RFR land to be required**

13.17 The settlement legislation is to require that -

- 13.17.1 an RFR landowner must give the governance entity notice of the disposal of RFR land by the landowner to a person other than the governance entity; and
- 13.17.2 the notice must -
- (a) be given on or before the day that is 20 business days before the disposal; and
  - (b) include a legal description of the land, including any encumbrances affecting it; and
  - (c) include a street address for the land (if applicable); and
  - (d) identify the person to whom the land is being disposed to; and
  - (e) explain how the disposal complies with paragraph 13.5; and
  - (f) if the disposal is made under paragraph 13.5.3, include a copy of any written contract for the disposal.

## LEGISLATIVE MATTERS

### 13: RFR PROVISIONS

#### **Notice to LINZ of land ceasing to be RFR land to be required**

13.18 The settlement legislation is to provide that -

13.18.1 the RFR landowner is to give the chief executive of LINZ notice if land is to cease being RFR land because the RFR landowner is to -

- (a) transfer the fee simple estate in the land to -
  - (i) the governance entity or its nominee; or
  - (ii) any other person (including the Crown or a Crown body) under paragraph 13.5.3; or
- (b) transfer or vest the fee simple estate in the land to or in a person (other than the Crown or a Crown body) under -
  - (i) paragraphs 13.12 or 13.13.1; or
  - (ii) an enactment, rule of law, encumbrance, legal or equitable obligation, mortgage or security interest referred to in paragraph 13.14; and

13.18.2 the notice must -

- (a) give notice that the land is to cease being RFR land; and
- (b) include a legal description of the land; and
- (c) specify the details of the transfer or vesting of the land that will result in it ceasing to be RFR land; and
- (d) be given as early as practicable before the transfer or vesting.

#### **Notice provisions to be specified**

13.19 The settlement legislation is to provide that a notice to or by an RFR landowner, or the governance entity, under this part -

##### ***Notice requirements***

13.19.1 must be in writing; and

13.19.2 signed by -

- (a) the person giving it; or

## LEGISLATIVE MATTERS

### 13: RFR PROVISIONS

- (b) in the case of the governance entity, at least two of the trustees for the time being of the governance entity; and
- 13.19.3 addressed to the recipient at the street address, postal address, or fax number -
- (a) specified for the governance entity in accordance with this deed, in the case of a notice to the governance entity; or
- (b) specified by the RFR landowner in an offer made under paragraph 13.6, or in a later notice given to the governance entity, in the case of a notice to the RFR landowner; or
- (c) at the national office of LINZ, in the case of a notice given to the chief executive of LINZ; and

13.19.4 given by -

- (a) delivering it by hand to the recipient's street address; or
- (b) posting it to the recipient's postal address; or
- (c) faxing it to the recipient's fax number; and

#### ***Time when notice received***

- 13.19.5 is to be treated as having been received -
- (a) at the time of delivery, if delivered by hand; or
- (b) on the second day after posting, if posted; or
- (c) at the time of transmission, if faxed;
- 13.19.6 however, is to be treated as having been received on the next business day if, under paragraph 13.19.5, it would be treated as having been received -
- (a) after 5 pm on a business day; or
- (b) on a day that is not a business day.

#### **Provision for recording of memorials on RFR land to be made**

13.20 The settlement legislation is to provide that -

#### ***Certificates identifying RFR land to be issued***

13.20.1 the chief executive of LINZ must -

## LEGISLATIVE MATTERS

### 13: RFR PROVISIONS

- (a) issue to the Registrar-General of Land certificates that identify -
  - (i) the RFR land for which there is a computer register on the settlement date; and
  - (ii) the RFR land for which a computer register is first created after the settlement date; and
  - (iii) land for which there is a computer register that becomes RFR land after the settlement date; and
- (b) provide a copy of each certificate to the governance entity as soon as reasonably practicable after issuing it; and

13.20.2 a certificate issued under paragraph 13.20.1 must -

- (a) state that is issued under this section; and
- (b) be issued as soon as reasonably practicable after -
  - (i) the settlement date, in the case of RFR land for which there is a computer register on settlement date; or
  - (ii) receiving notice under paragraph 13.16 that a computer register has been created for the RFR land or that the land has become RFR land; and

#### ***Memorials to be recorded***

13.20.3 the Registrar-General of Land must, as soon as reasonably practicable after receiving a certificate issued under paragraph 13.20.1, record on the computer register for the RFR land identified in the certificate that the land is -

- (a) RFR land; and
- (b) subject to this part (which restricts disposal, including leasing, of the land).

#### **Provision for removal of memorials from RFR land to be made**

13.21 The settlement legislation is to provide that -

#### ***Certificates to be issued identifying land ceasing to be RFR land after transfer of vesting***

13.21.1 the chief executive of LINZ must, -



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### 13: RFR PROVISIONS

- (a) before registration of the transfer or vesting of land described in a notice received under paragraph 13.18.1, issue to the Registrar-General of Land a certificate that -
  - (i) identifies each allotment of land that is contained in a computer register that has a memorial recorded on it under paragraph 13.20.3; and
  - (ii) specifies the details of the transfer or vesting of the land; and
  - (iii) states that it is issued under this paragraph; and
- (b) as soon as reasonably practicable after issuing a certificate, provide a copy of it to the governance entity; and

#### ***Memorials to be removed***

- 13.21.2 if the Registrar-General of Land receives a certificate issued under paragraph 13.21.1, he or she must remove a memorial recorded under paragraph 13.20.3 from any computer register for land identified in the certificate before registering the transfer or vesting of RFR land; or

#### ***Certificates to be issued identifying land ceasing to be RFR land on expiry of RFR period***

- 13.21.3 the chief executive of LINZ must -
- (a) as soon as reasonably practicable after the RFR period ends, issue to the Registrar-General of Land a certificate that -
    - (i) identifies each computer register that has a memorial recorded on it under paragraph 13.20.3; and
    - (ii) states that it is issued under this paragraph; and
  - (b) provide a copy of each certificate to the governance entity as soon as reasonably practicable after issuing it; and

#### ***Memorials to be removed***

- 13.21.4 the Registrar-General of Land must, as soon as reasonably practicable after receiving a certificate issued under paragraph 13.21.3, remove a memorial recorded under paragraph 13.20.3 from any computer register identified in the certificate.

#### **General provisions to be included**

- 13.22 The settlement legislation is to provide that -

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### 13: RFR PROVISIONS

#### *Waive and variation of rights to be permitted*

- 13.22.1 the governance entity may, by notice to an RFR landowner, waive any or all of the rights the governance entity has in relation to the landowner under this part; and
- 13.22.2 the RFR landowner and the governance entity may agree in writing to vary or waive any of the rights each has in relation to the other under this part; and
- 13.22.3 a waiver or agreement under paragraphs 13.22.1 or 13.22.2 is on the terms, and applies for the period, specified in it; and

#### *Crown's ability to dispose of Crown bodies not affected*

- 13.22.4 this part does not limit the ability of the Crown, or a Crown body, to sell or dispose of a Crown body; and

#### *Assignment of RFR right*

- 13.22.5 paragraph 13.22.6 will apply if, at any time, an RFR holder –
- (a) assigns the RFR holder's RFR rights to an assignee in accordance with the RFR holder's constitutional documents; and
  - (b) has given the notices required by paragraph 13.22.7; and
- 13.22.6 this part will apply, with all necessary modifications, to an assignee as if the assignee were the governance entity;
- 13.22.7 an RFR holder must give a notice to each RFR landowner –
- (a) stating that the RFR rights of the RFR holder are to be assigned under paragraphs 13.22.5 to 13.22.8; and
  - (b) specifying the date of the assignment; and
  - (c) specifying the name of the assignee and, if assignee are the trustees of a trust, the name of the trust; and
  - (d) specifying the street or postal address or fax number for notices to the assignee; and
- 13.22.8 in paragraphs 13.22.5 to 13.22.7:
- (a) **assignee** means one or more persons to whom an RFR holder assigns the RFR rights;
  - (b) **constitutional documents** means, as the case requires, the trust deed of the governance entity or the constitutional document of an assignee;

## LEGISLATIVE MATTERS

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### 13: RFR PROVISIONS

- (c) **RFR holder** means, as the case requires:
  - (i) the governance entity; or
  - (ii) an assignee;
- (d) **RFR rights** means the rights and obligations provided for by or under this part.

## 14 MISCELLANEOUS PROVISIONS

### Interpretation

- 14.1 The settlement legislation is to provide that it is Parliament's intention that it is interpreted in a manner that best furthers the agreements expressed in this deed.

### Guide to the settlement legislation

- 14.2 The settlement legislation is to -
- 14.2.1 include a guide to its overall scheme and effect; but
  - 14.2.2 provide the guide does not affect the interpretation or application of -
    - (a) the other provisions of the settlement legislation; or
    - (b) this deed.

### Application of perpetuities rule removed

- 14.3 The settlement legislation is to provide that the rule against perpetuities, and the perpetuities Act 1964, -
- 14.3.1 are not to prescribe or restrict the period during which -
    - (a) the Ngā Hapū o Ngāti Ranginui Settlement Trust may exist in law; and
    - (b) the trustees of the governance entity, in their capacity as trustees, may hold or deal with property (including income derived from property); or
  - 14.3.2 are not to apply to a settlement document if the application of that rule, or the provisions of that Act, would otherwise make the document, or a right conferred by the document, invalid or ineffective; and
  - 14.3.3 may, however, be applied in accordance with the general law to the Ngā Hapū o Ngāti Ranginui Settlement Trust if it is, or becomes, a charitable trust.

### Timing of actions or matters

- 14.4 Actions or matters occurring under the settlement legislation are to occur and take effect on and from the settlement date, except if the settlement legislation requires an action or matter to take effect on another date.

## LEGISLATIVE MATTERS

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### 14: MISCELLANEOUS PROVISIONS

#### **Access to this deed**

- 14.5 The Chief Executive of the Ministry of Justice is to be required to make copies of this deed available -
- 14.5.1 for inspection free of charge, and for purchase at a reasonable price, at the head office of the Ministry of Justice in Wellington during working hours on any business day; and
  - 14.5.2 free of charge on an Internet site maintained by or on behalf of the Ministry of Justice.

## 15 MĀORI RESERVATION

### General

15.1 The settlement legislation is to provide that –

15.1.1 the properties described in table 1, part 4 of the property redress schedule and marked with an asterisk are set apart as individual Māori reservations as if those sites were set apart under section 338(1) of Te Ture Whenua Māori Act 1993 –

- (a) for marae and associated papakainga housing purposes; and
- (b) to be held on trust by the governance entity for the benefit of Ngā Hapū o Ngāti Ranginui; and

15.1.2 the Māori reservations so established are held under the following terms as if the Māori Land Court had set out the terms of trust pursuant to section 338(8) of Te Ture Whenua Māori Act 1993 –

- (a) except as provided in paragraph 15.1.3 the properties held as Māori reservations will be inalienable:
- (b) the properties will be held to restore and preserve land holdings within the rohe of Ngā Hapū o Ngāti Ranginui to –
  - (i) recognise and support the relationship of Ngā Hapū o Ngāti Ranginui and their culture and traditions with their ancestral lands; and
  - (ii) support the use of the land by whānau of Ngā Hapū o Ngāti Ranginui for traditional purposes:
- (c) the properties will be held to recognise and take account of the importance of the land in providing economic and infrastructure support for marae and associated papakainga housing (whether on the land or elsewhere) for Ngā Hapū o Ngāti Ranginui; and

15.1.3 the properties are to be held by the governance entity but any one or more of the properties may be transferred to and held by a hapū entity of the hapū associated with the property (as shown in part 4 of the property redress schedule); and

15.1.4 nothing in Part 17 of Te Ture Whenua Māori Act 1993 or any regulations made under section 338(15) of that Act shall apply to the Māori reservations established under clause 15.1.1 save that –

- (a) with the exception of those terms of trust set out in paragraph 15.1.2, the Māori Land Court shall have the jurisdiction, on the application from

## LEGISLATIVE MATTERS

### 15: MĀORI RESERVATION

time to time of the governance entity, to amend the terms of the trust of the Māori reservations in accordance with section 338(8) of Te Ture Whenua Māori Act 1993; and

- (b) on the recommendation of the Māori Land Court, the chief executive of Te Puni Kōkiri, by notice in the *Gazette*, may, in accordance with section 338(5)(a) and(b) of Te Ture Whenua Māori Act 1993, exclude from any Māori reservation established under paragraph 15.1.1 any part of the land comprised in it or cancel the reservation;
- 15.1.5 sections 18(1)(c), 18(1)(d), 19(1)(a), 20, 24, 26, 194 and 342 of Te Ture Whenua Māori Act 1993 apply to the properties held as Māori reservations as if those properties were Māori freehold land; and
- 15.1.6 section 108(9) of the Resource Management Act 1991 applies to the properties held as Māori reservations as if those properties were Māori land within the meaning of Te Ture Whenua Māori Act 1993; and
- 15.1.7 for the purposes of the Local Government (Rating) Act 2002 the properties held as Māori reservations are to be treated as land used for the purposes of a marae; and
- 15.1.8 the Registrar-General shall not be required to create a separate computer freehold register where, pursuant to paragraph 15.1.1, only part of the land contained in a computer freehold register is set apart as a Māori Reservation.

## 16 PROVISIONS RELATING TO CONTINGENT PROPERTIES

- 16.1 The settlement legislation is to provide for the transfer of each contingent property that becomes a purchased contingent property under part 9 of the property redress schedule on the terms provided by this part.
- 16.2 Immediately before the transfer in respect of any part of a purchased contingent property that is a reserve or a conservation area the following is to apply:
- 16.2.1 the reservation as a reserve subject to the Reserves Act 1977 is revoked:
- 16.2.2 the conservation area ceases to be conservation area under the Conservation Act 1987.
- 16.3 Immediately upon transfer, the purchased contingent property is declared a reserve and classified as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act 1977.
- 16.4 Paragraphs 4.4 to 4.7 are to apply to each purchased contingent property.
- 16.5 Paragraphs 10.17, 10.18, 10.19, 10.20, 10.20.1, 11.2, 11.3, 11.5, 11.6 and 11.7 are to apply to each purchased contingent property as if it were a cultural redress property that is a reserve site.
- 16.6 Paragraphs 12.2, 12.3, 12.4, 12.5, 12.6, 12.7, 12.8.1, 12.8.2(a), 12.8.3 and 12.8.4 are to apply to each selected contingent property as if it were a commercial redress property.
- 16.7 Paragraph 12.9 is to apply similarly, but so that paragraph 12.8.3 does not limit paragraphs 12.8.2(a) and 10.17.1.
- 16.8 The settlement legislation will apply the paragraphs referred to in paragraphs 16.4 to 16.7 with all necessary modifications to give effect to the fact that a purchased contingent property will not transfer on the settlement date.
- 16.9 Any easement required to be granted by the governance entity over a contingent property to fulfil the terms of transfer –
- 16.9.1 is enforceable in accordance with its terms, despite the provisions of the Reserves Act 1977; and
- 16.9.2 is to be treated as having been granted in accordance with that Act.



LEGISLATIVE MATTERS

APPENDIX 1

APPENDIX 1: CULTURAL REDRESS PROPERTIES

*Vest fee simple as a scenic reserve*

Name of site	Hapū Association	Description	Encumbrances
Omanawa River site	Ngāti Hangarau	<p><i>South Auckland Land District – Western Bay of Plenty District</i></p> <p>198.0000 hectares, more or less, being Section 1 SO 60416. Part <i>Gazette</i> 1865 page 187.</p> <p>As shown on OTS-078-003</p>	Scenic reserve subject to section 19(1)(a) of the Reserves Act 1977.
Te Rī o Tamarāwaho	Ngāi Tamarāwaho	<p><i>South Auckland Land District – Western Bay of Plenty District</i></p> <p>76.0808 hectares, more or less, being Section 1 Block III Rotorua Survey District.</p> <p>Part <i>Gazette</i> 1920 page 2107.</p> <p>As shown on OTS-078-007</p>	Scenic reserve subject to section 19(1)(a) of the Reserves Act 1977.
Te Rī o Ruahine	Ngāti Ruahine	<p><i>South Auckland Land District – Western Bay of Plenty District</i></p> <p>37.97 hectares, approximately, being Part Section 22 Block XV Otanewainuku Survey District. Part <i>Gazette</i> 1947 page 481.</p> <p>59.62 hectares, approximately, being Parts Section 23 Block XV Otanewainuku Survey District. Part <i>Gazette</i> 1920 page 2116.</p> <p>Subject to survey.</p> <p>As shown on OTS-078-008</p>	Scenic reserve subject to section 19(1)(a) of the Reserves Act 1977.
Ohauti	Ngāi Te Ahi	<p><i>South Auckland Land District – Western Bay of Plenty District</i></p> <p>86.2200 hectares, more or less, being Lot 3 DPS 33047. All Computer Freehold Register SA31B/747.</p> <p>As shown on OTS-078-019</p>	<p>Scenic Reserve subject to section 19(1)(a) Reserves Act 1977.</p> <p>Subject to a Right of Way over part marked A on DPS 33047, specified in Easement Certificate H521206.4.</p>

**LEGISLATIVE MATTERS**

**APPENDIX 1: CULTURAL REDRESS PROPERTIES**

<b>Name of site</b>	<b>Hapū Association</b>	<b>Description</b>	<b>Encumbrances</b>
Wainui River site	Pirirākau	<i>South Auckland Land District – Western Bay of Plenty District</i> 47.7782 hectares, more or less being Allotment 335 Apata Parish. All <i>Gazette</i> 1974 page 945. As shown on OTS-078-006	Scenic reserve subject to section 19(1)(a) of the Reserves Act 1977. Subject to an unregistered national plant pest control trial.
Tahawai	Pirirākau	<i>South Auckland Land District – Western Bay of Plenty District</i> 9.04 hectares, approximately, being Part Lot 9 DP 5099. Part <i>Gazette</i> 1982 page 1932. 0.96 hectares, approximately, being Part Section 3 Block XI Aongatete Survey District. Part <i>Gazette</i> 1982 page 4169. Subject to survey. As shown on OTS-078-016	Scenic reserve subject to section 19(1)(a) of the Reserves Act 1977. Subject to unregistered hunting permits.

***Vest fee simple as a recreation reserve subject to an easement***

<b>Name of site</b>	<b>Hapū Association</b>	<b>Description</b>	<b>Encumbrances</b>
Waimanu ki uta	Wairoa Hapū	<i>South Auckland Land District – Western Bay of Plenty District</i> 80.00 hectares, approximately, being Part Waimanu 1F. Part <i>Gazette</i> 1982 page 1932. Subject to survey. As shown on OTS-078-004	Recreation reserve subject to section 17 of the Reserves Act 1977. Subject to an unregistered Guiding permit No: BP-223723-GUI to Golden Fern Trust dated 22 September 2010. Subject to unregistered hunting permits. Subject to unregistered possum control permits Current permit issued to Dave Muspratt (expires 14 June 2012). Subject to the right of way easement in gross to the Minister of Conservation referred to in paragraph 9.3.5.

LEGISLATIVE MATTERS

APPENDIX 1: CULTURAL REDRESS PROPERTIES

Name of site	Hapū Association	Description	Encumbrances
Te Awa Ngāumuwahine site	Wairoa Hapū & Ngāti Taka	<i>South Auckland Land District – Western Bay of Plenty District</i> 55.0 hectares, approximately, being Part Section 10 Block III Opoutihi Survey District. [Part Computer Freehold Register SA137/53.] Subject to survey. As shown on OTS-078-021	[Recreation reserve subject to section 17 of the Reserves Act 1977. Subject to right of way easement in gross to the Minister of Conservation referred to in paragraph 9.6.5.]
Te Wai o Ngāumuwahine site	Wairoa Hapū & Ngāti Taka	<i>South Auckland Land District – Western Bay of Plenty District</i> 60.0 hectares, approximately, being part Lots 22,23,24 and 25 DP 5099 and Part Waimanu 1F. Part <i>Gazette</i> 1982 p 1932. Subject to survey. As shown on OTS-078-12	Recreation reserve subject to Section 17 of the Reserves Act 1977. Subject to unregistered hunting permits. Subject to right of way easement in gross to the Minister of Conservation referred to in paragraph 9.8.5. Subject to an unregistered concession to Golden Fern Trust with concession number BP-23723-GUI (dated 22 September 2010). Subject to unregistered possum control permits. Current permit issued to Graeme Owen (expires 30/06/2012).

***Vest fee simple as a recreation reserve***

Name of site	Hapū Association	Description	Encumbrances
Waikareao Estuary site	Ngāi Tamarāwaho	<i>South Auckland Land District – Tauranga City</i> 0.6 hectares, approximately, being Part Marginal Strip adjoining Lot 15 DPS 3403 Huria A22 and A23 and Parts Huria E and Ngai Tamarawaho Crescent. Subject to survey. As shown on OTS-078-010	Recreation reserve subject to Section 17 of the Reserves Act 1977. Subject to an unregistered variation of concession licence No: BP 22916-OTH to Tauranga City Council for public toilet block, seating, walkway and carpark.

**LEGISLATIVE MATTERS**

**APPENDIX 1: CULTURAL REDRESS PROPERTIES**

Waireia	Wairoa Hapū	<p><i>South Auckland Land District – Western Bay of Plenty District</i></p> <p>121.4056 hectares, more or less, being Waimanu 1B. Part Proclamation 1853.</p> <p>As shown on OTS-078-005</p>	<p>Recreation reserve subject to section 17 of the Reserves Act 1977.</p> <p>Subject to unregistered hunting permits.</p> <p>Subject to historic grazing associated with a give and take fencing arrangement.</p>
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***Vest fee simple subject to conservation covenant***

Name of site	Hapū Association	Description	Encumbrances
Oraeroa	Pirirākau	<p><i>South Auckland Land District – Western Bay of Plenty District</i></p> <p>10.00 hectares, approximately, being Part Lot 9 DP 5099. Part Gazette 1982 page 1932.</p> <p>Subject to survey.</p> <p>As shown on OTS-078-015</p>	<p>Subject to unregistered hunting permits.</p> <p>Subject to the conservation covenant referred to in paragraph 9.15.3.</p>
Te Kaki	Ngāti Hangarau	<p><i>South Auckland Land District – Western Bay of Plenty District</i></p> <p>3.6 hectares, approximately, being Part Section 10 Block XIV Otanewainuku Survey District. Part Gazette 1922 page 3069.</p> <p>Subject to survey.</p> <p>As shown on OTS-078-009</p>	<p>Subject to unregistered hunting permits.</p> <p>Subject to the conservation covenant referred to in paragraph 9.14.3.</p>

***Vest fee simple subject to leaseback***

Name of site	Hapū Association	Description	Encumbrances
Omokoroa School site	Pirirākau	<p><i>South Auckland Land District - Tauranga City</i></p> <p>3.1976 hectares, more or less, being Lot 2 DPS 88133. All Computer Freehold Register SA69D/461.</p> <p>As shown on OTS-078-020</p>	<p>Subject to the lease referred to in paragraph 9.16.2.</p> <p>Subject to a consent notice pursuant to section 221(1) of the Resource Management Act 1991.</p> <p>Document B668716.2.</p>

**LEGISLATIVE MATTERS**

**APPENDIX 1: CULTURAL REDRESS PROPERTIES**

***Vest fee simple as a local purpose reserve***

Name of site	Hapū Association	Description	Encumbrances
Te Hopuni	Pirirākau	<p><i>South Auckland Land District – Western Bay of Plenty District</i></p> <p>0.37 hectares, approximately, being Part Allotment 237 Te Puna Parish. Balance <i>Gazette</i> 1908 page 1249.</p> <p>Subject to survey.</p> <p>As shown on OTS-078-011</p>	Local purpose (cultural centre) reserve subject to section 23 of the Reserves Act 1977.

***Jointly vest fee simple as a scenic reserve***

***Pūwhenua***

<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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***Otānewainuku***

<p>South Auckland Land District – Western Bay of Plenty District.</p> <p>35.5 hectares, approximately, being Part Section 3 Block XVI Otānewainuku Survey District. Part <i>Gazette</i> 1947 page 481. Subject to survey.</p> <p>52.5 hectares, approximately, being Part Section 4 Block XVI Otānewainuku Survey District. Part <i>Gazette</i> 1920 page 2119. Subject to survey.</p> <p>27.0 hectares, approximately, being Part Te Puke Block. Part <i>Gazette</i> 1879 page 781. Subject to survey.</p> <p>5.0 hectares, approximately, being Part Waiteaha 1. Part <i>Gazette</i> 1884 page 238.</p> <p>As shown on deed plan OTS-078-024.</p>	<p>Scenic reserve subject to section 19(1)(a) of the Reserves Act 1977.</p> <p>Subject to an unregistered guiding permit with concession number BP-23723-GUI to Gold Fern Trust.</p> <p>Subject to an unregistered guiding permit with concession number NM-34405-GUI to Black Sheep Touring Company Ltd.</p> <p>Subject to an easement in gross in favour of the Minister of Conservation referred to in paragraph 9.17.6.</p>	<p>Associated Hapū: Ngāi Tamarāwaho, Ngāti Ruahine and Ngāi Te Ahi</p>
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**APPENDIX 2: OTHER CULTURAL REDRESS**

*For Control and Management*

Name of site	Description	
Te Wharepoti / Margaret Jackson Wildlife Management Reserve	<p><i>South Auckland Land District – Western Bay of Plenty District</i></p> <p>3.4805 hectares, more or less, being Part Allotment 92 Te Papa Parish. All Computer Freehold Register SA5A/642.</p> <p>As shown on OTS-078-017</p>	Associated Hapū: Ngāti Hangarau and Wairoa

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

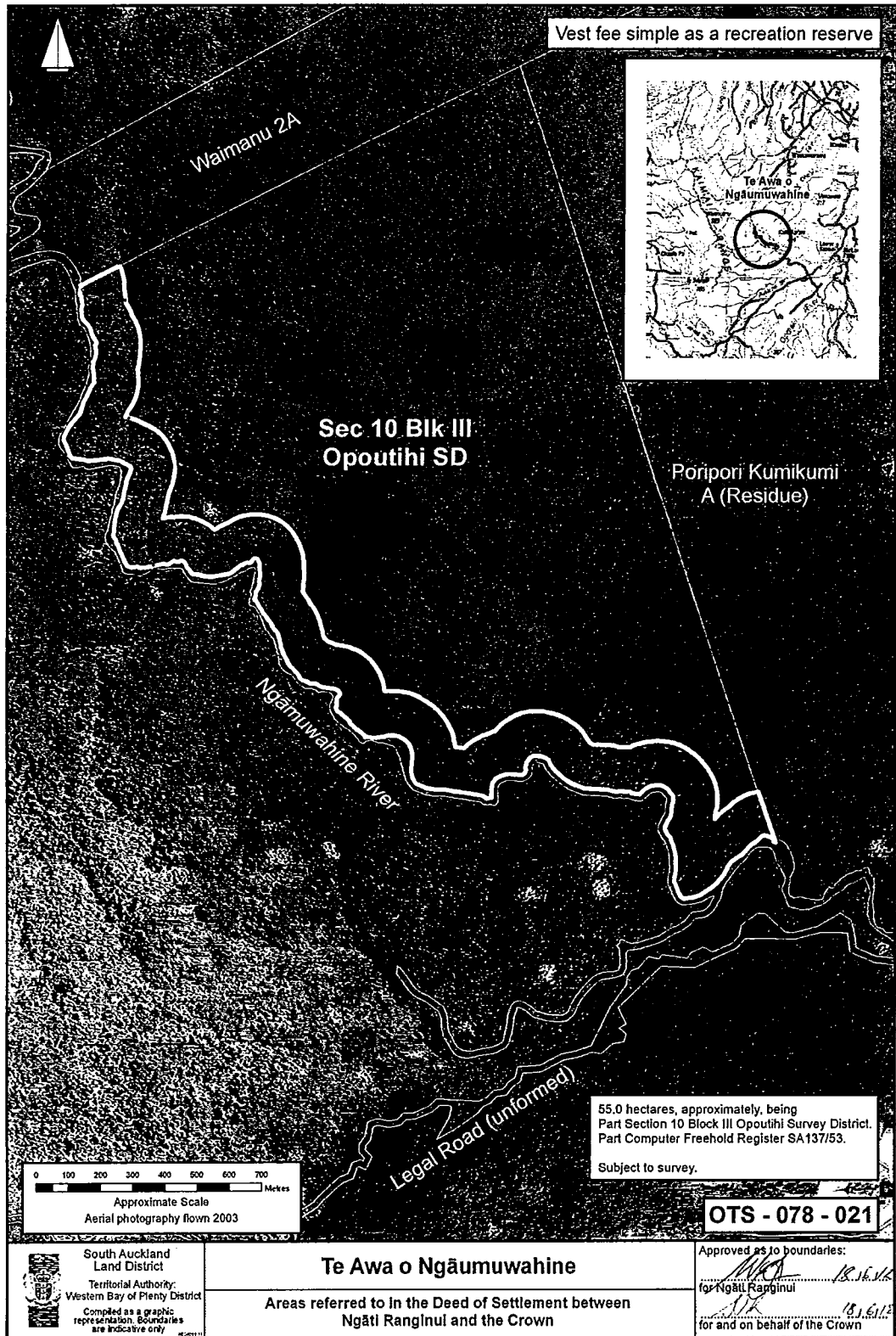
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**DEED OF SETTLEMENT:**  
**ATTACHMENTS**

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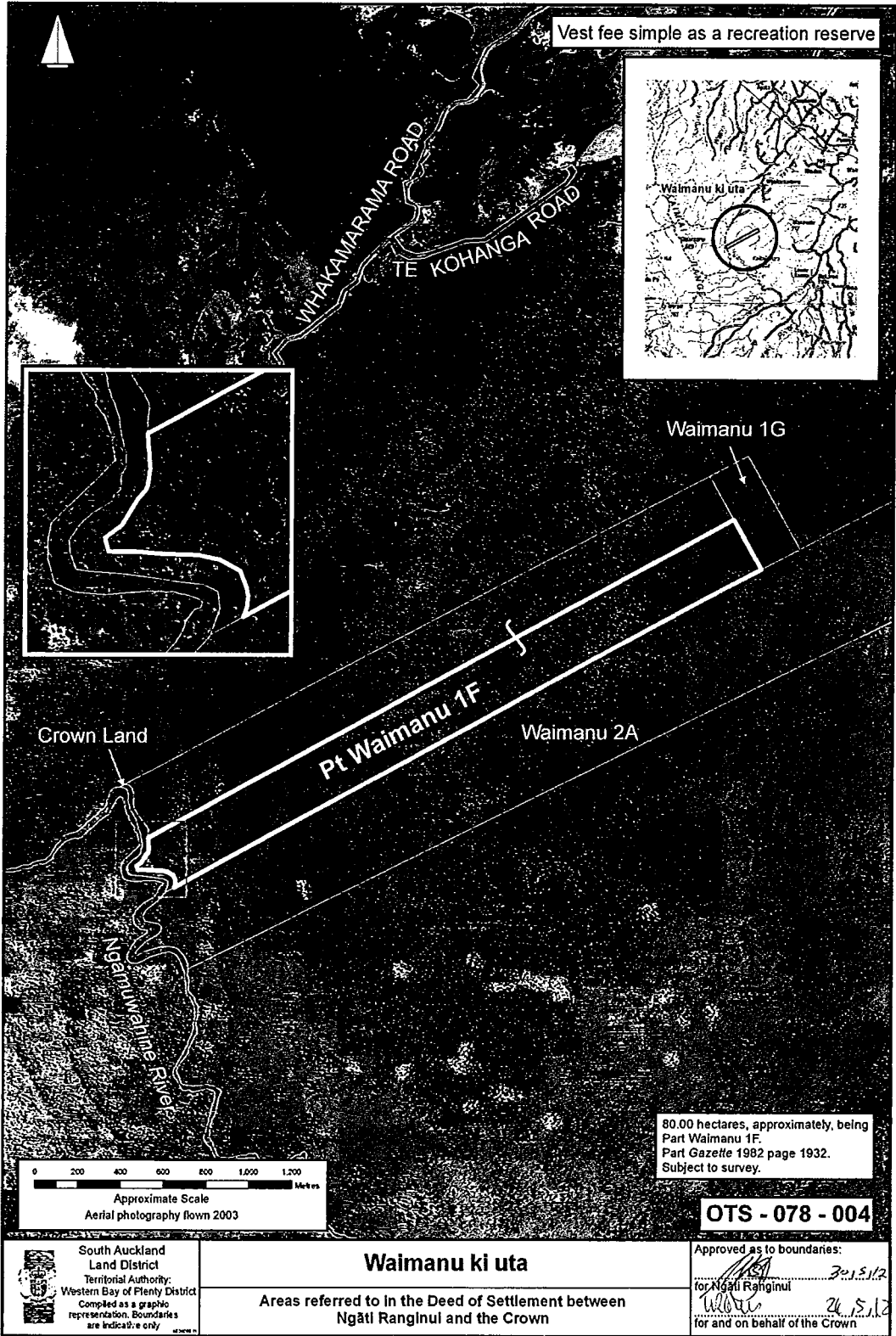
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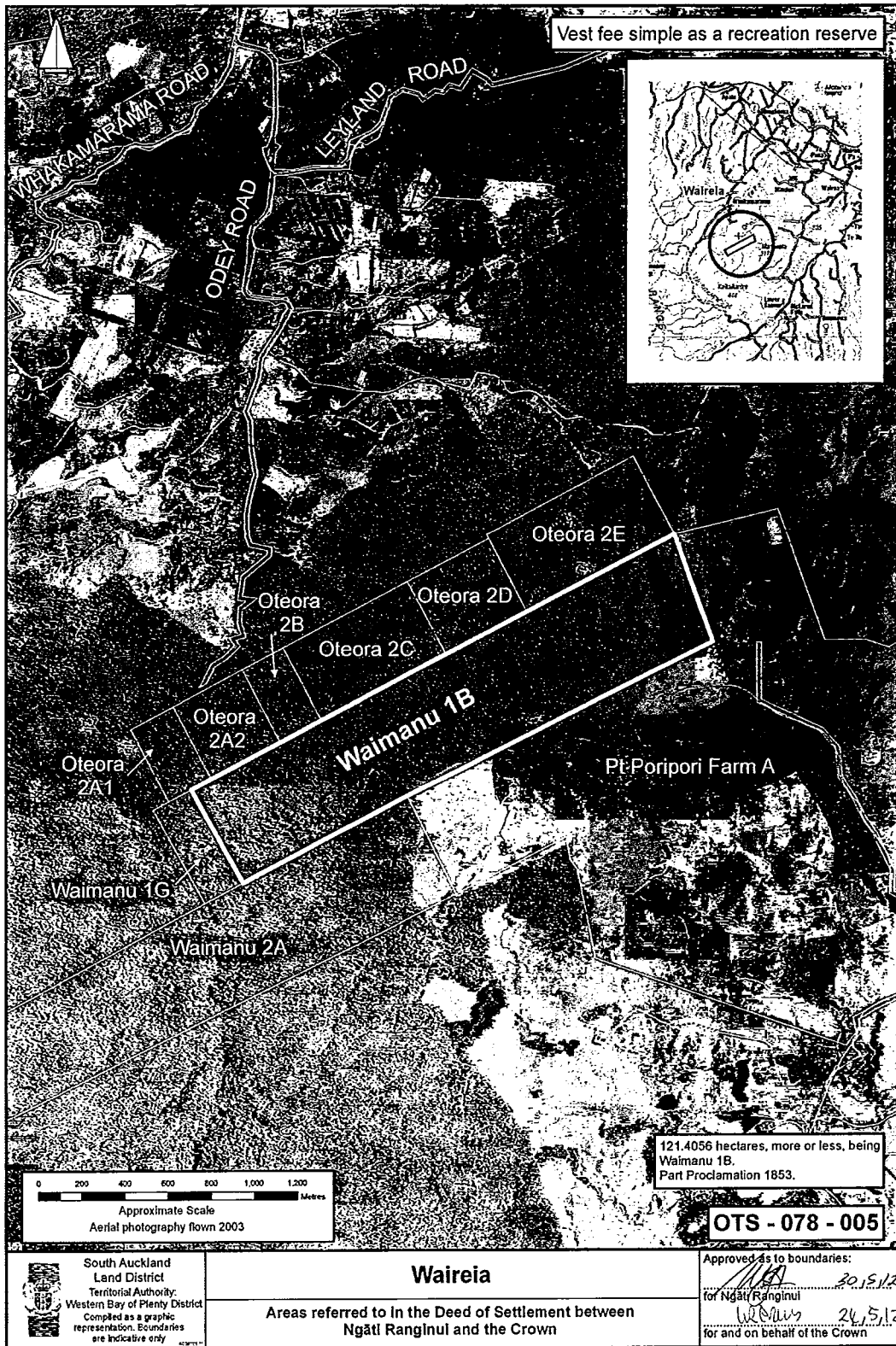
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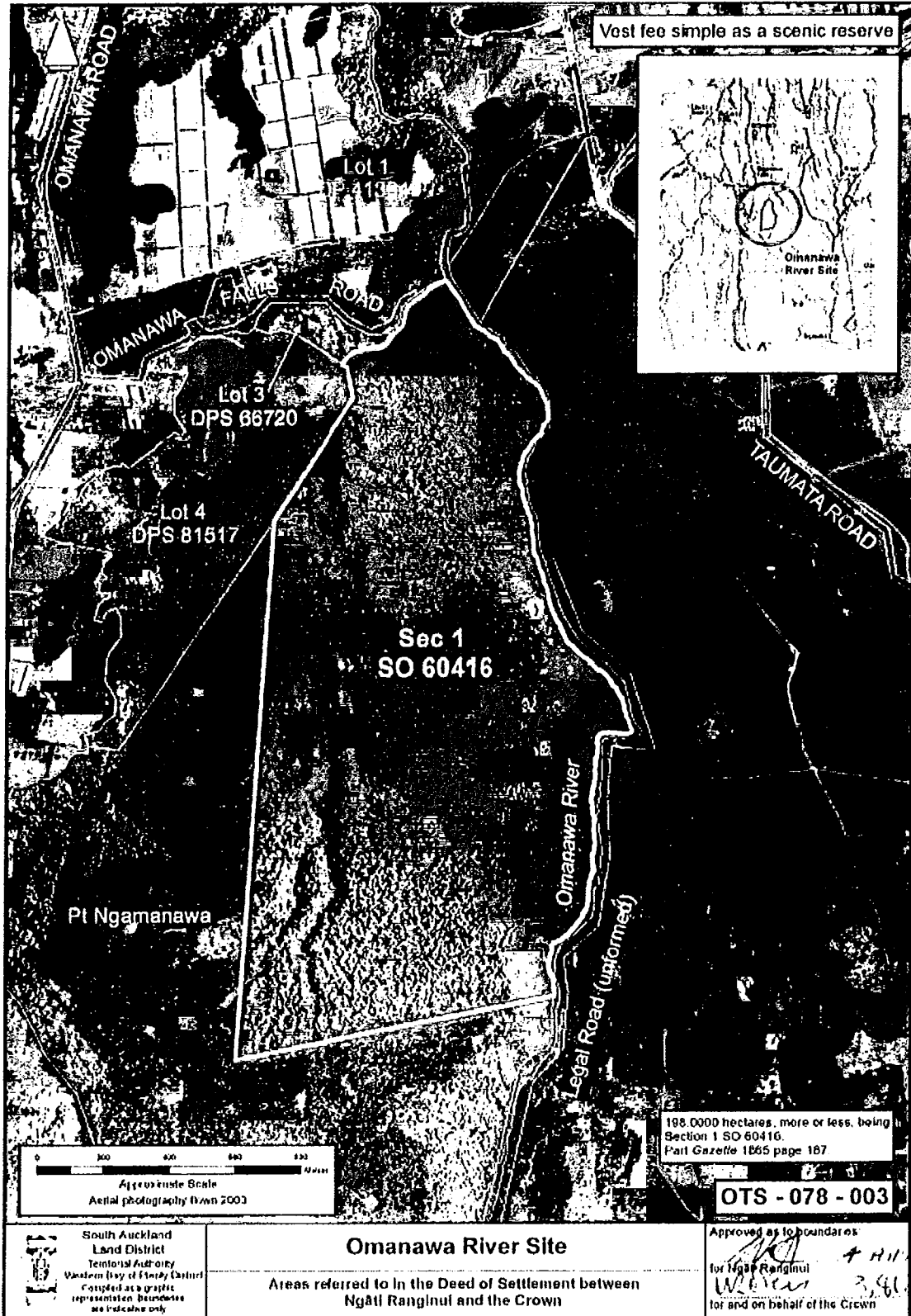
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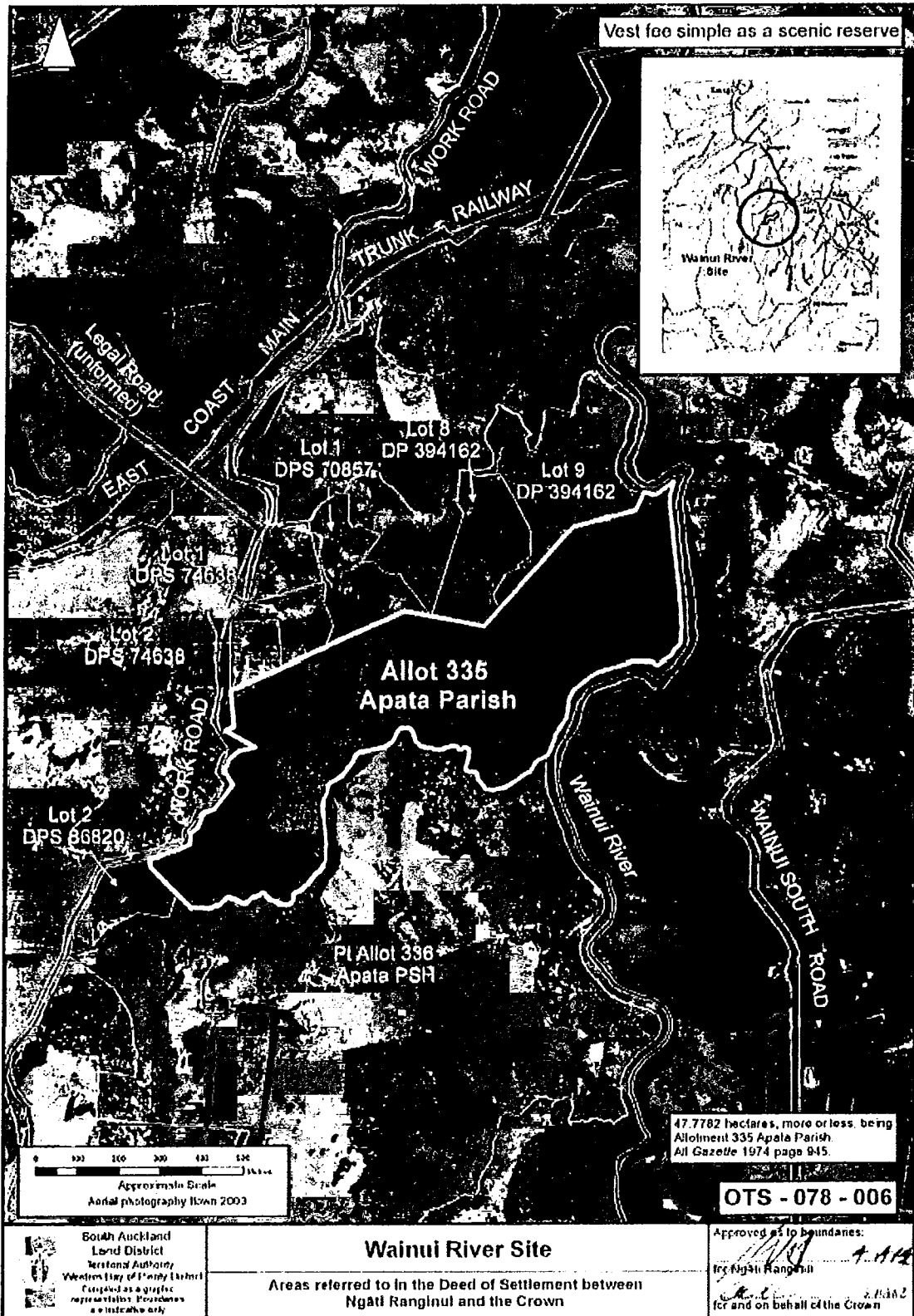
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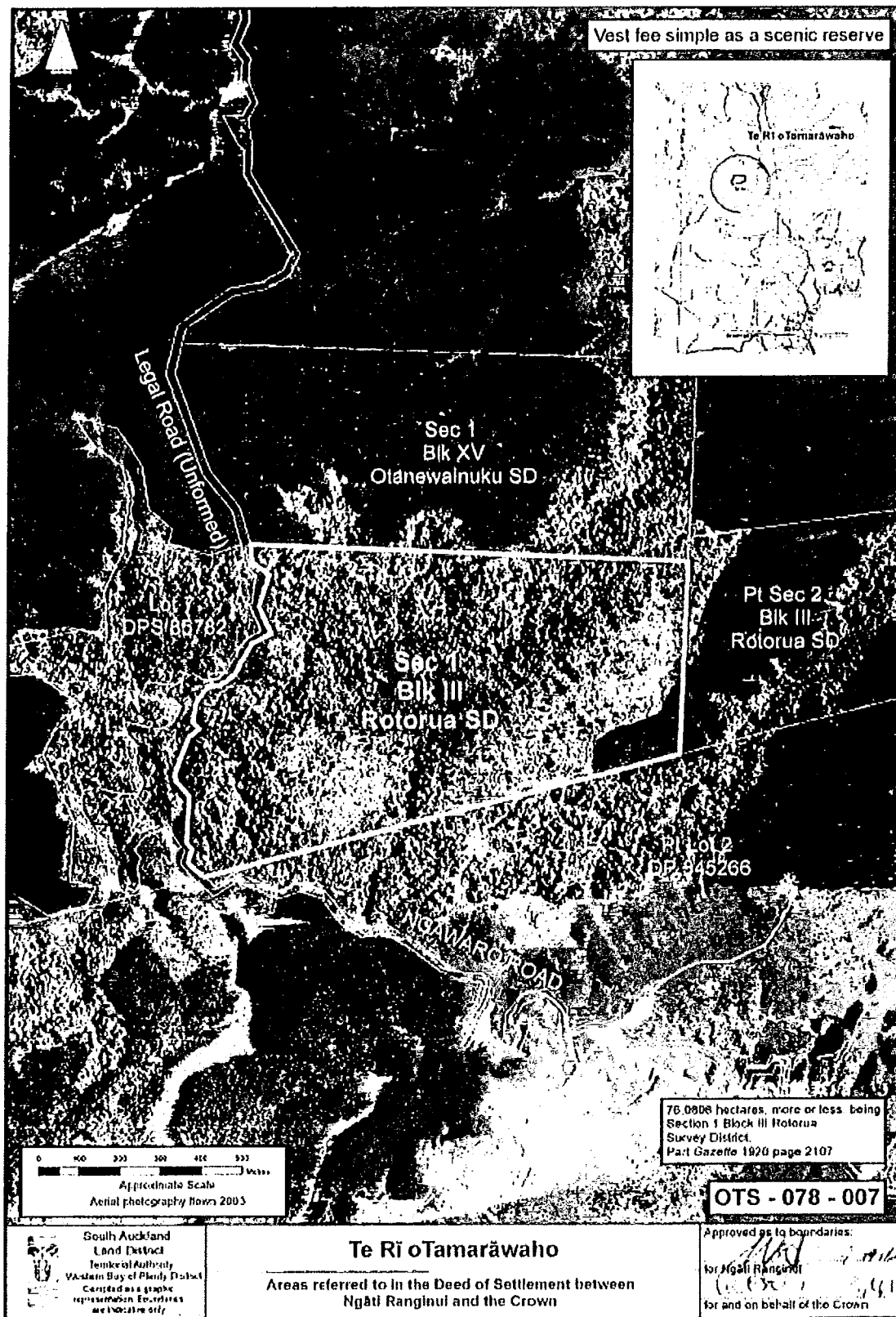
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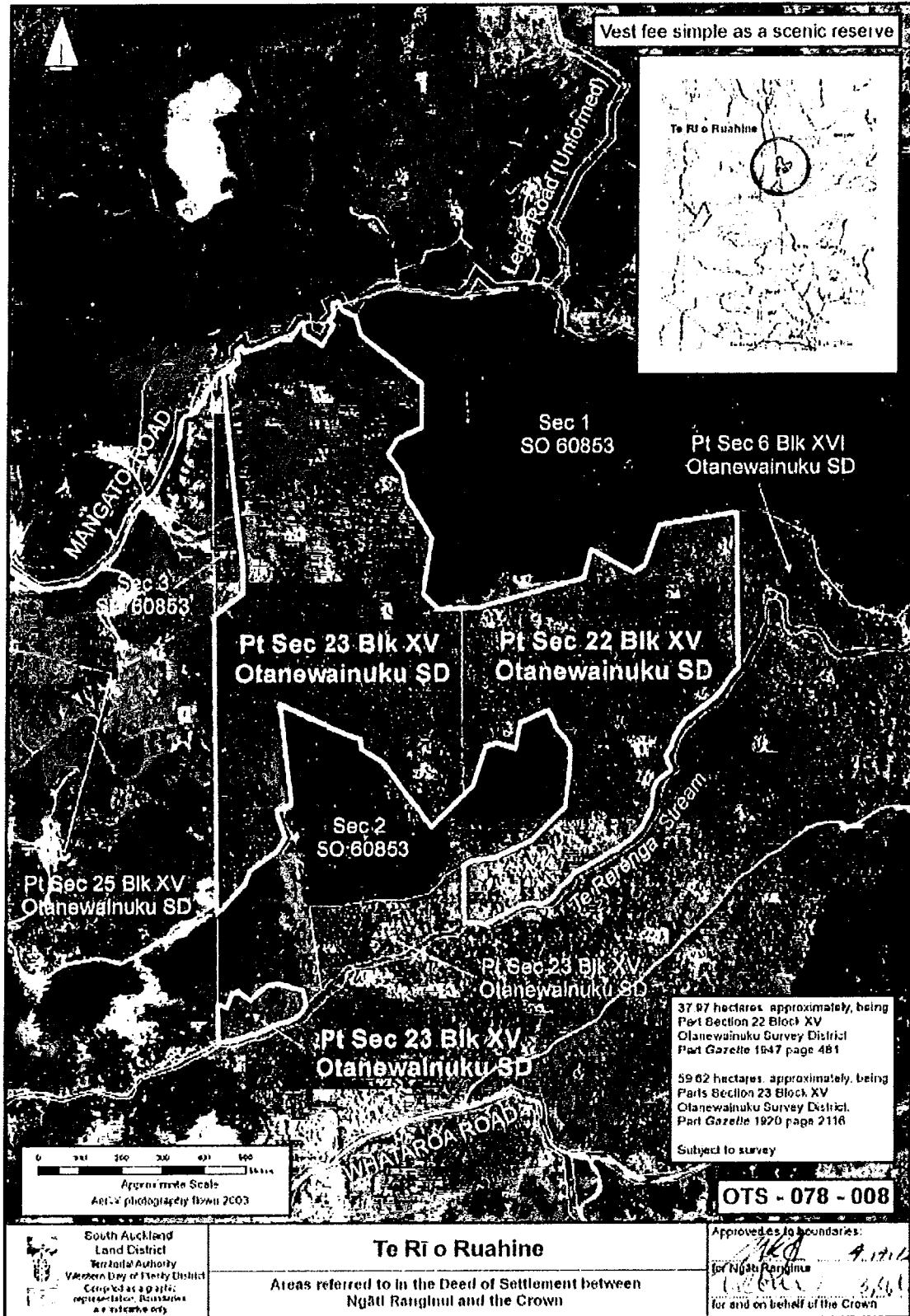
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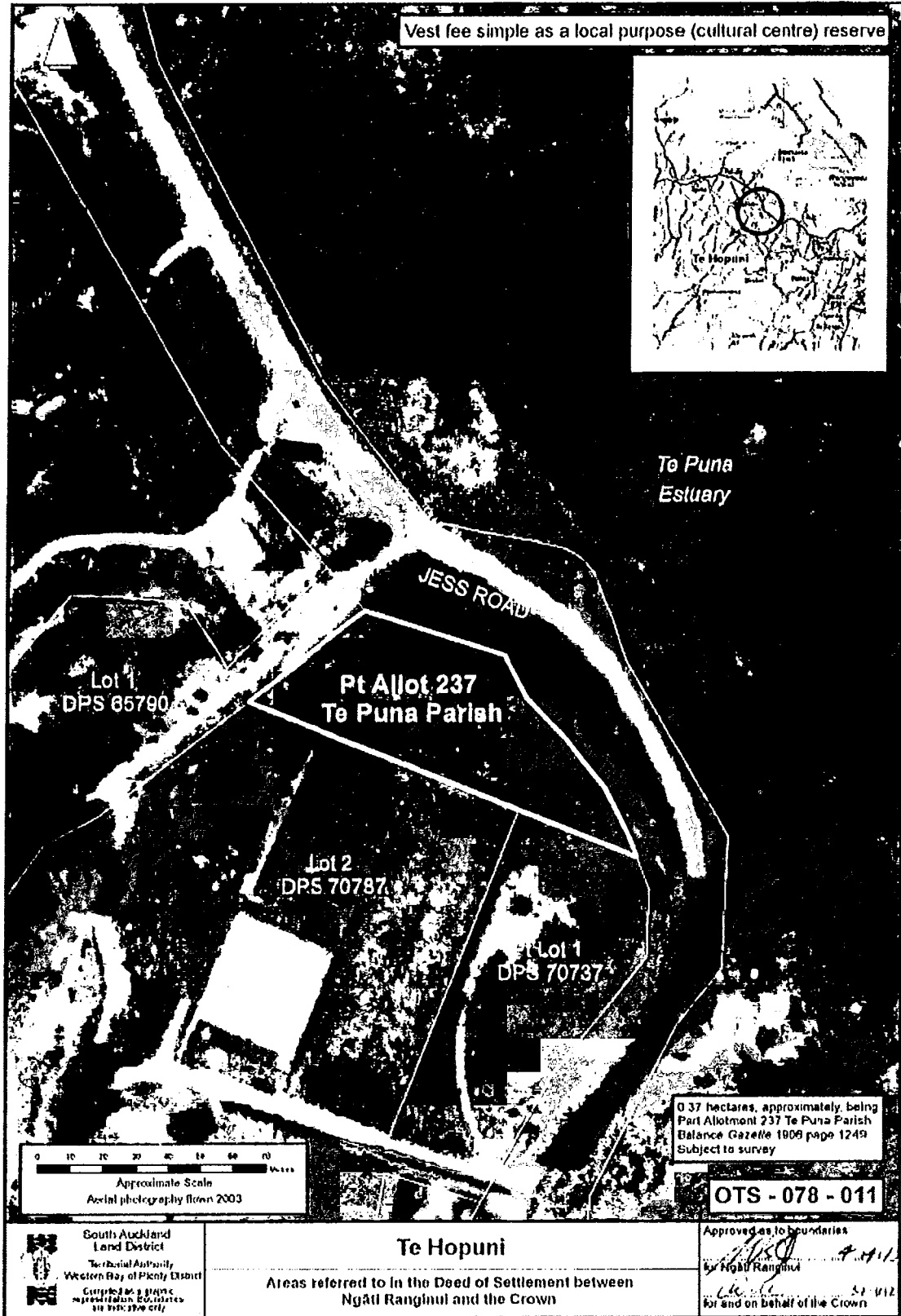
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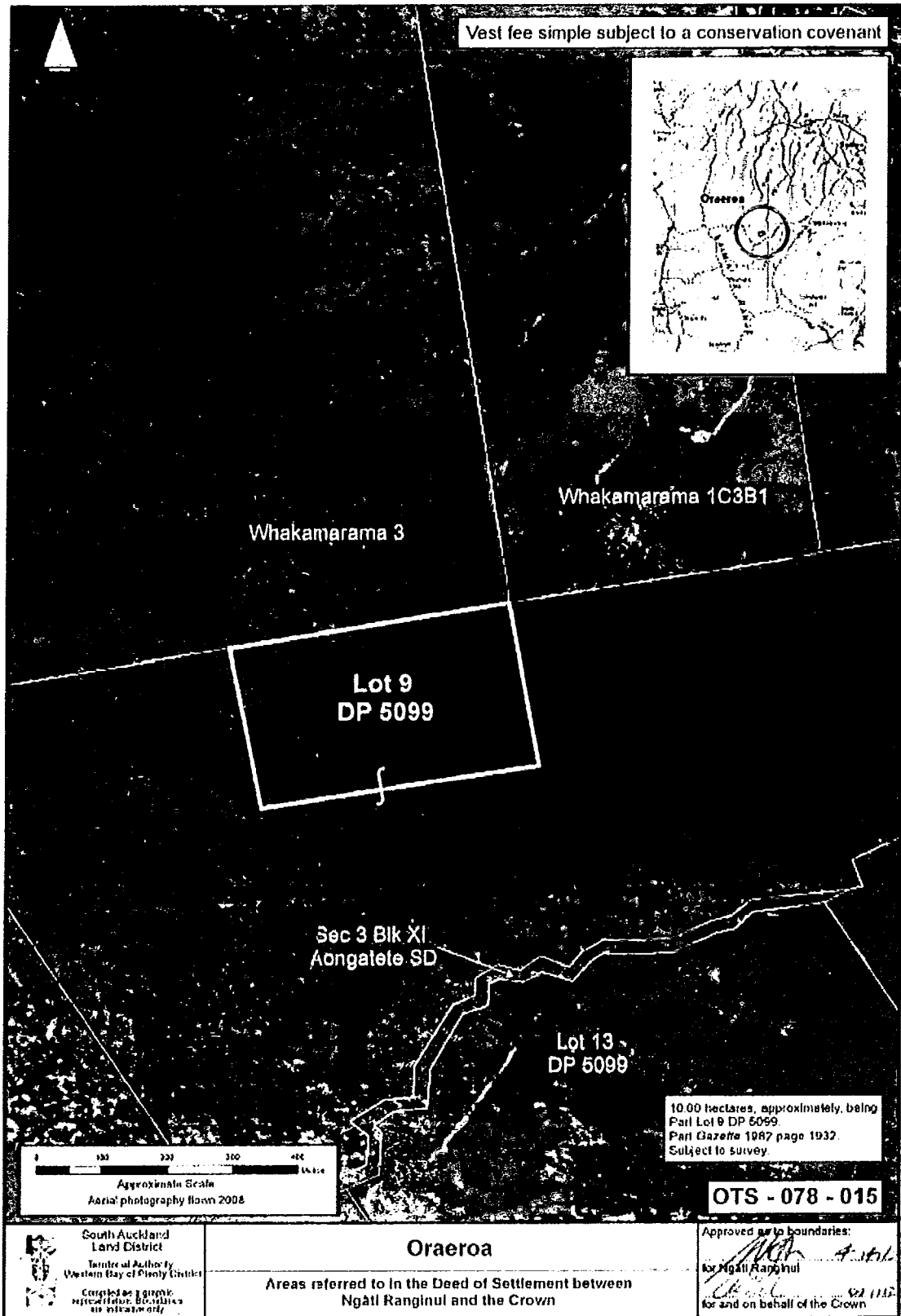
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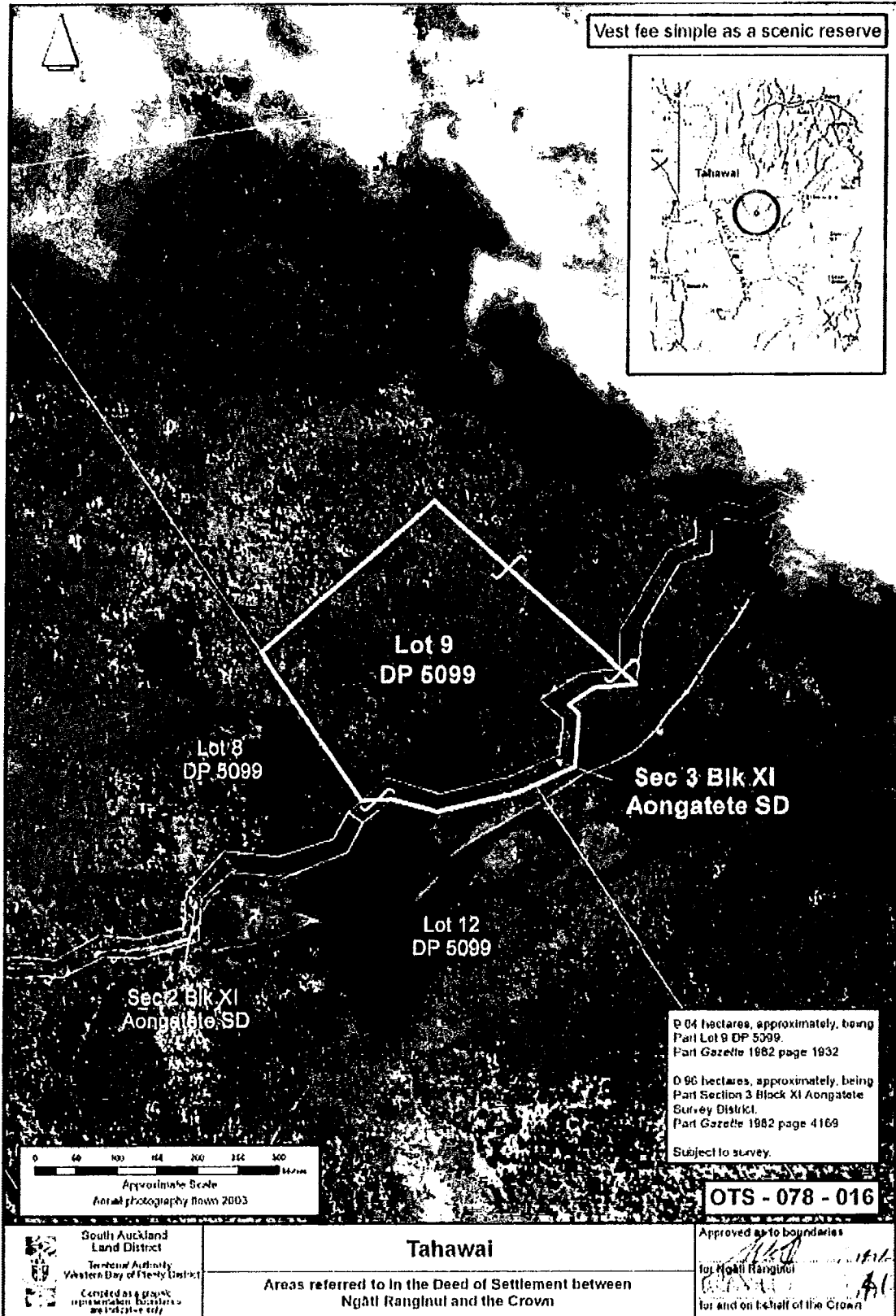
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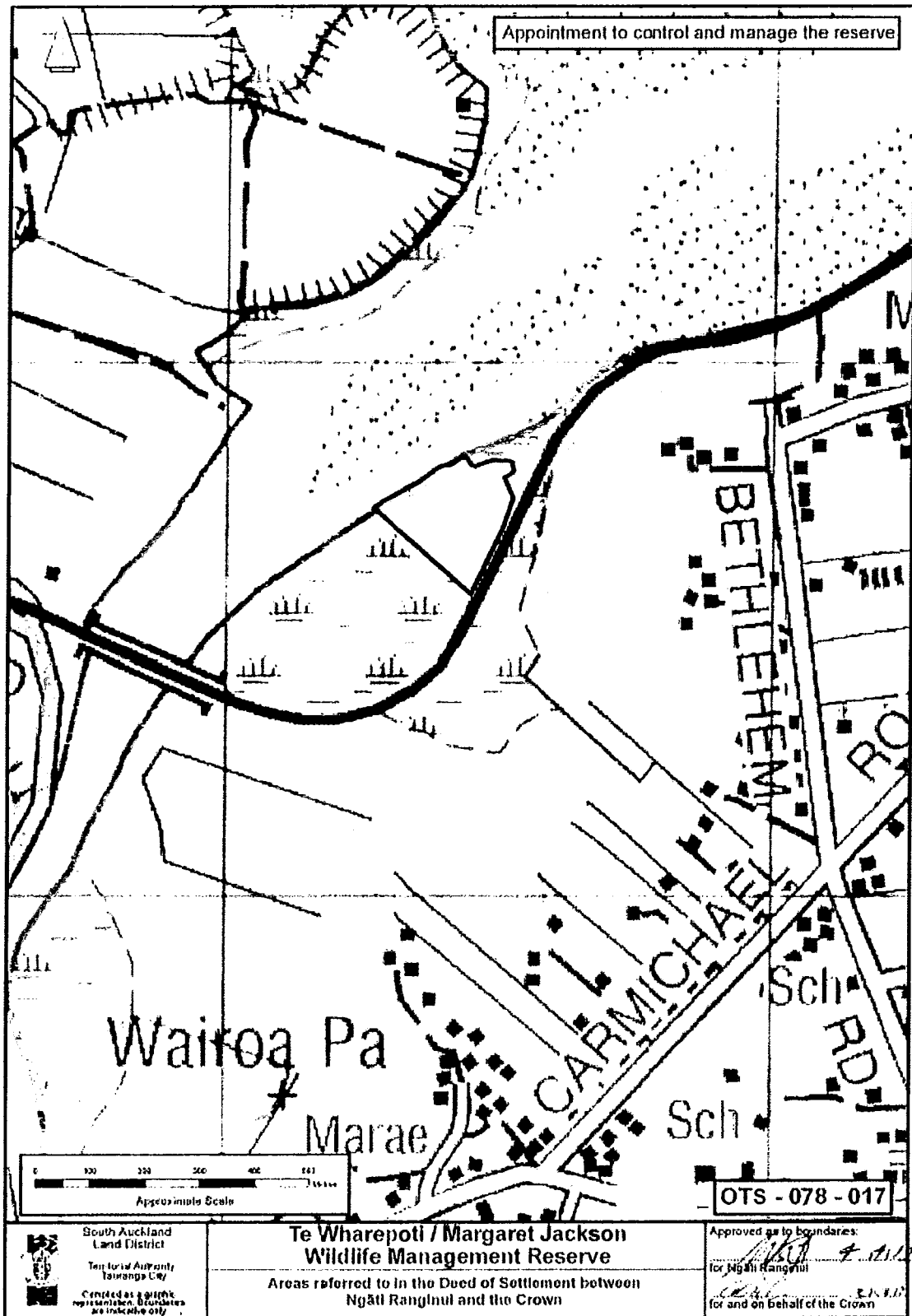
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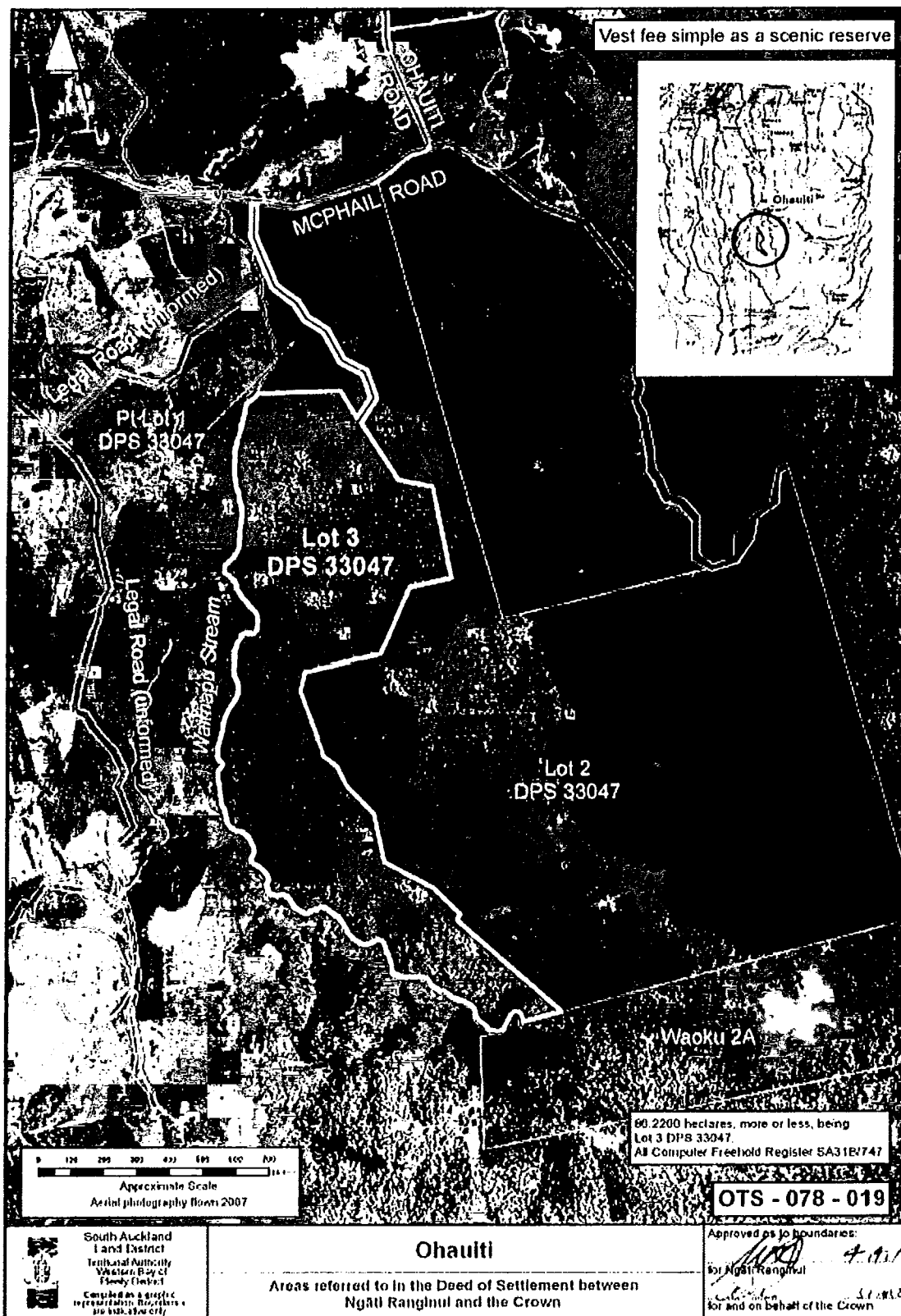
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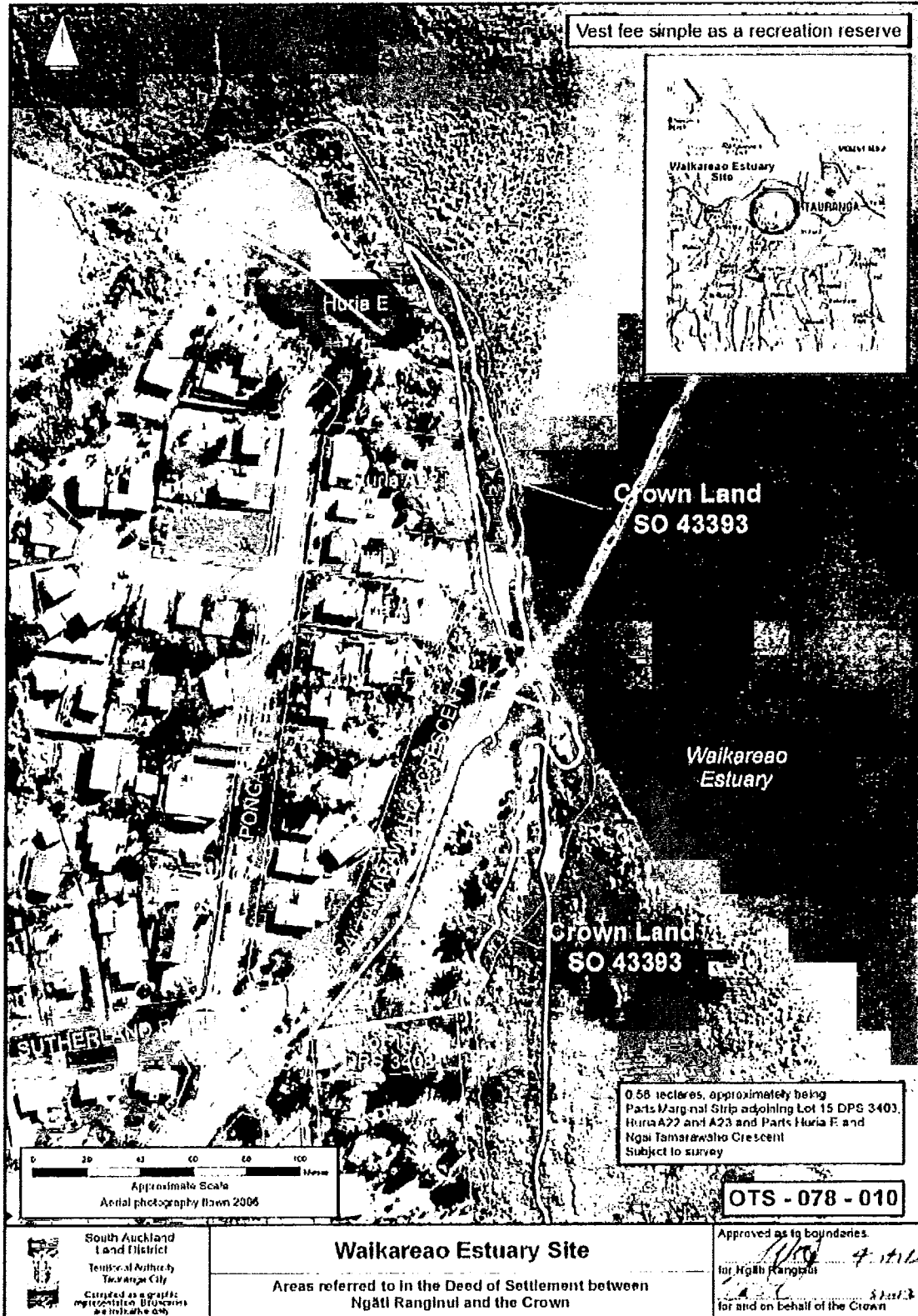
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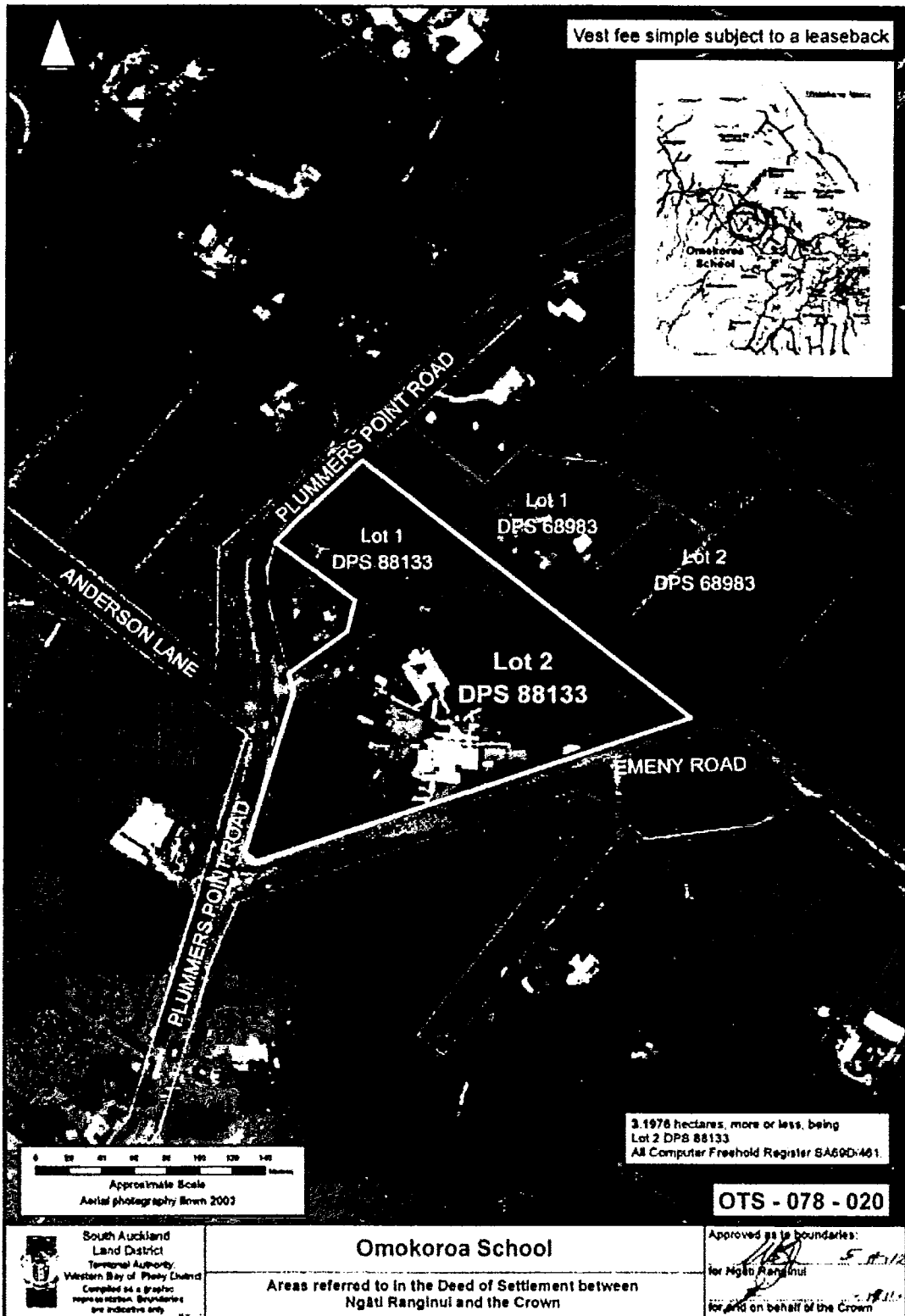
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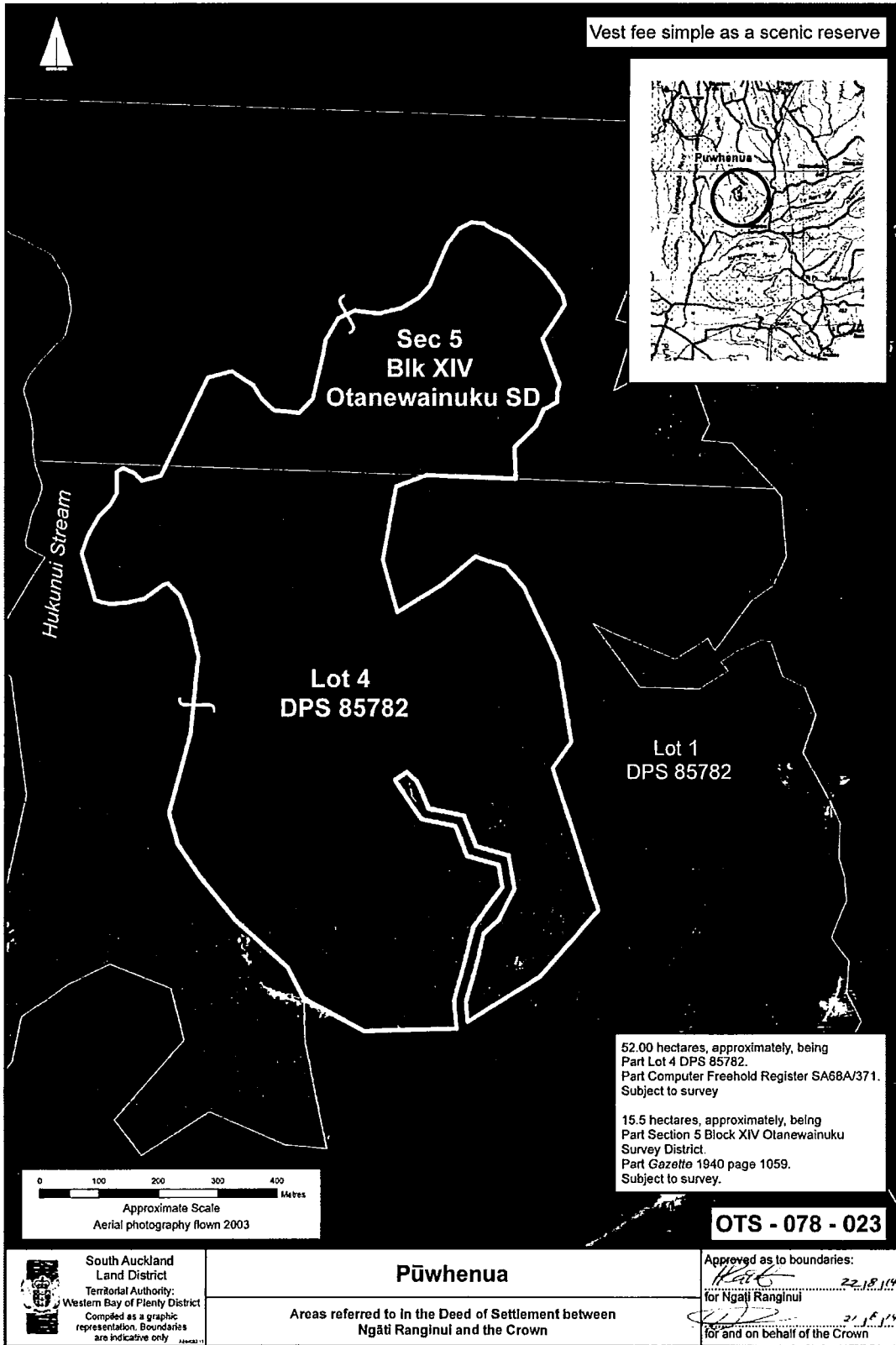
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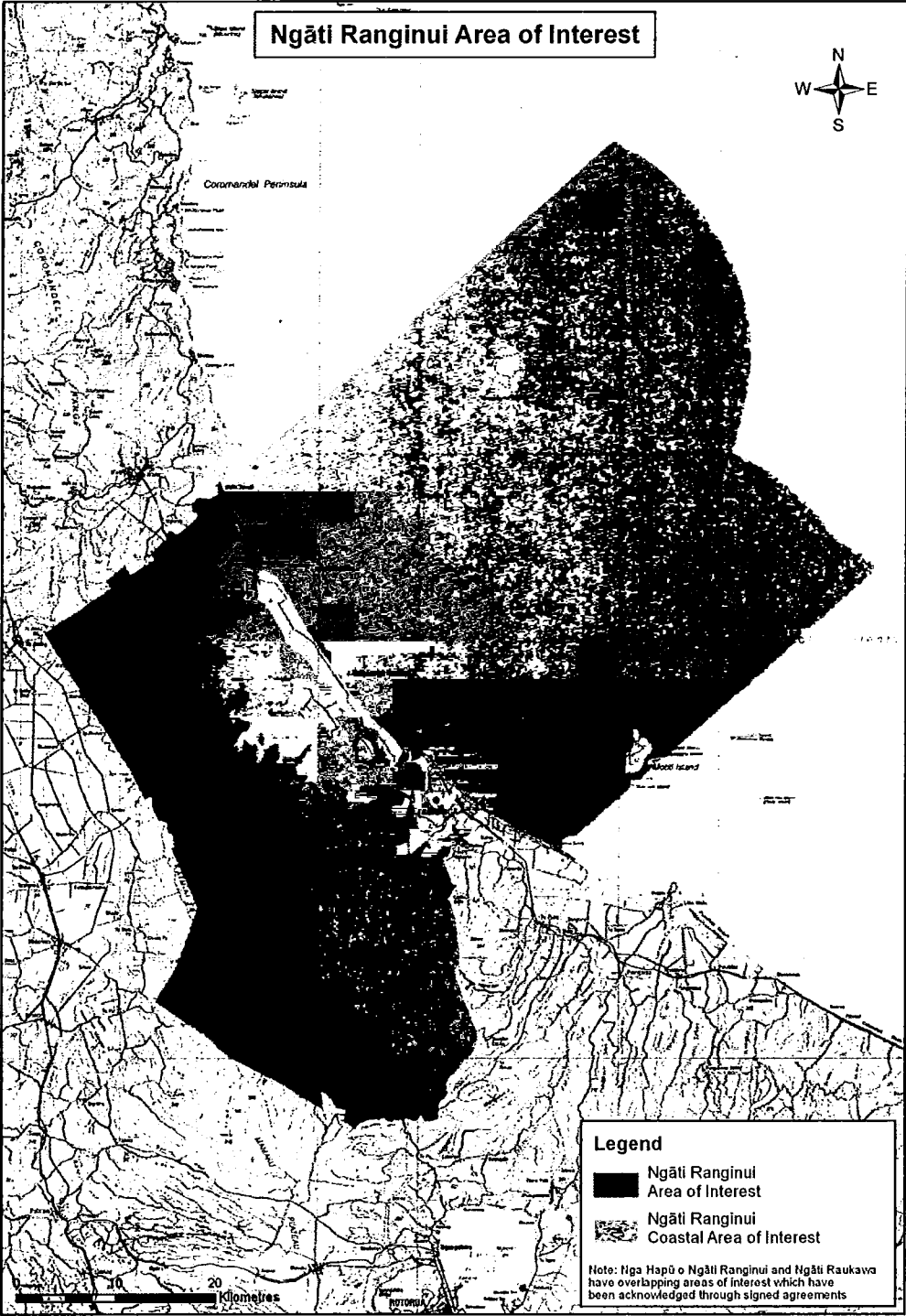
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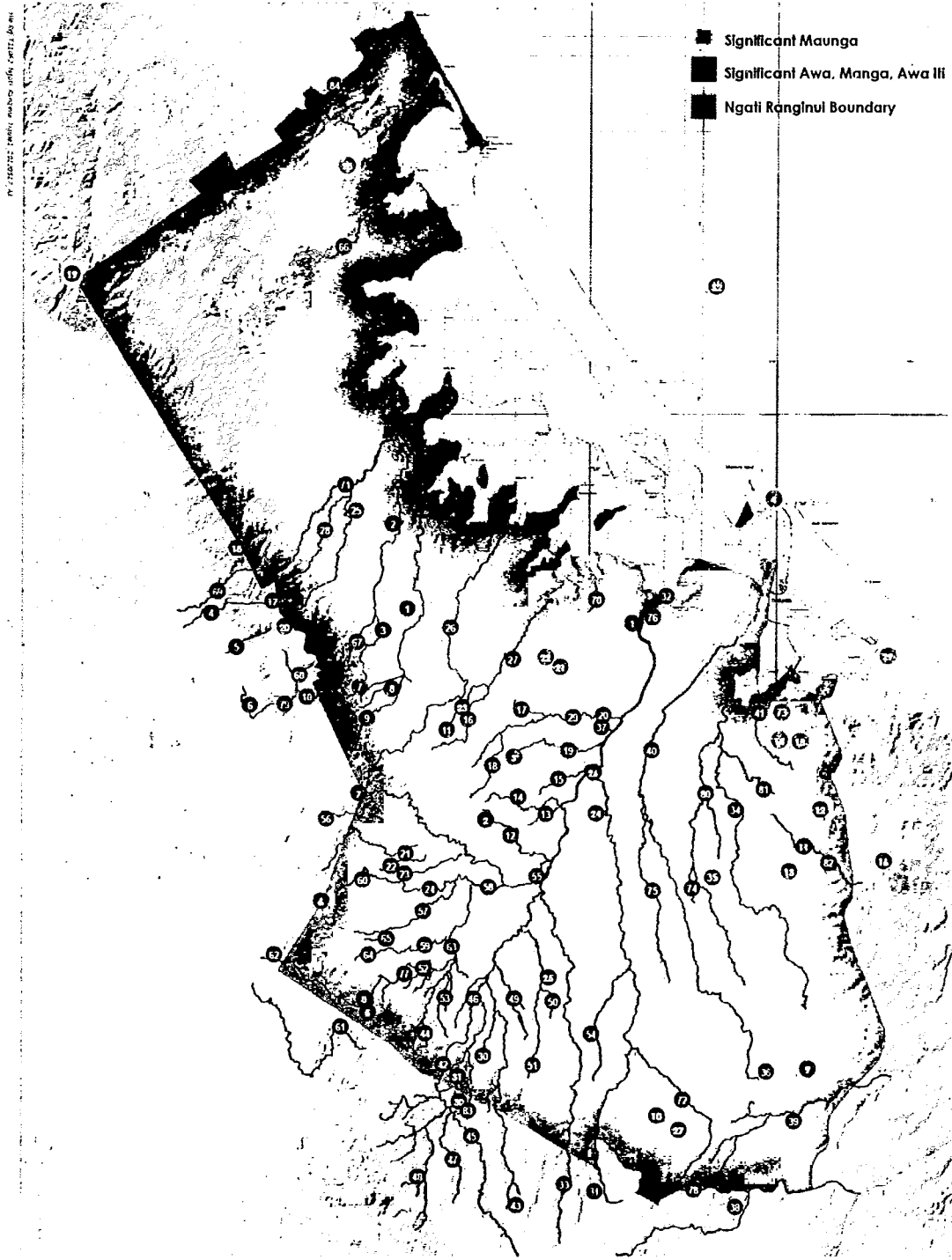
1 AREA OF INTEREST





1A NGĀ HAPŪ O NGĀTI RANGINUI SIGNIFICANT MAUNGA AND AWA

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NGĀ HAPŪ O NGĀTI RANGINUI SIGNIFICANT MAUNGA AND AWA  
Deed (Historical Claims schedule) clause 2.124  
Date: 17 May 2012 | Revision: 1  
Plan Prepared by Boffa Miskell Limited  
Author: Lucy Marring@boffamiskell.co.nz | Checked: Arlene Coffin

ATTACHMENTS

NGĀ HAPŪ O NGĀTI RANGINUI SIGNIFICANT MAUNGA AND AWA

Ngā Hapū o Ngāti Ranginui Significant Maunga and Awa

Awa, Manga, Awa Ihi

- 1 Te Awa Wainui
- 2 Waitakao Stream
- 3 Waitioka Stream
- 4 Pukupenga Stream
- 5 Puketutu Stream
- 6 Wairere Stream
- 7 Pahangahanga
- 8 Kaikokopu
- 9 Parapara
- 10 Rirohanga Stream
- 11 Patirawa
- 12 Mangakaiwhiria
- 13 Ngutukakariki
- 14 Mangatarata
- 15 Māgarata
- 16 Waione
- 17 Mangakurukuru
- 18 Mangaone
- 19 Waireia
- 20 Ruangangara
- 21 Mangaputa
- 22 Wharepukea
- 23 Mangatotara
- 24 Te Ahuru
- 25 Aongatete River
- 26 Waipapa River
- 27 Te Puna Stream
- 28 Poupou Stream
- 29 Ohourere Stream
- 30 Tauwharawhara Stream
- 31 Omanawa River
- 32 Wairoa River
- 33 Mangapapa River
- 34 Waimapu Stream
- 35 Waiorohi Stream
- 36 Tautau Stream
- 37 Raratonga Stream
- 38 Mangorewa River
- 39 Te Rerenga Stream
- 40 Kopurererua / Kopurereroa Stream
- 41 Kaitemako Stream
- 42 Opuaki River
- 43 Ngatuhua Stream
- 44 Heretataua Stream
- 45 Waiwhakangau
- 46 Mangaroa Stream
- 47 Waiwhakawerawera Stream
- 48 Waipapa Stream
- 49 Awakotuku Stream
- 50 Waitaia Stream
- 51 Mangaonui Stream
- 52 Momutu Stream
- 53 Umungarara Stream
- 54 Ruakaka Stream
- 55 Mangakarengorengo Stream
- 56 Ngaumuwahine Stream
- 57 Rataroa Stream
- 58 Mangahuruhuru

- 59 Tuakopai
- 60 Hurunui Stream
- 61 Rapurapu stream
- 62 Omahine stream
- 63 Kaukumoutiti stream
- 64 Piaka stream
- 65 Piako stream
- 66 Tuapiro Creek
- 67 Horohanga
- 68 Maungarewa Stream
- 69 Mangakahika Stream
- 70 Oturu Stream
- 71 Te Poupou Stream
- 72 Upokokatia Stream
- 73 Otamarua Stream
- 74 Arakotukutuku Stream
- 75 Ohane Stream
- 76 Tautau
- 77 Momutu stream
- 78 Ohaupara Stream
- 79 Wairere Falls
- 80 Whakapoukarakia
- 81 Pukekonui Stream
- 82 Kirikiri Stream
- 83 Te Rere-i-Oturu
- 84 Waiau River

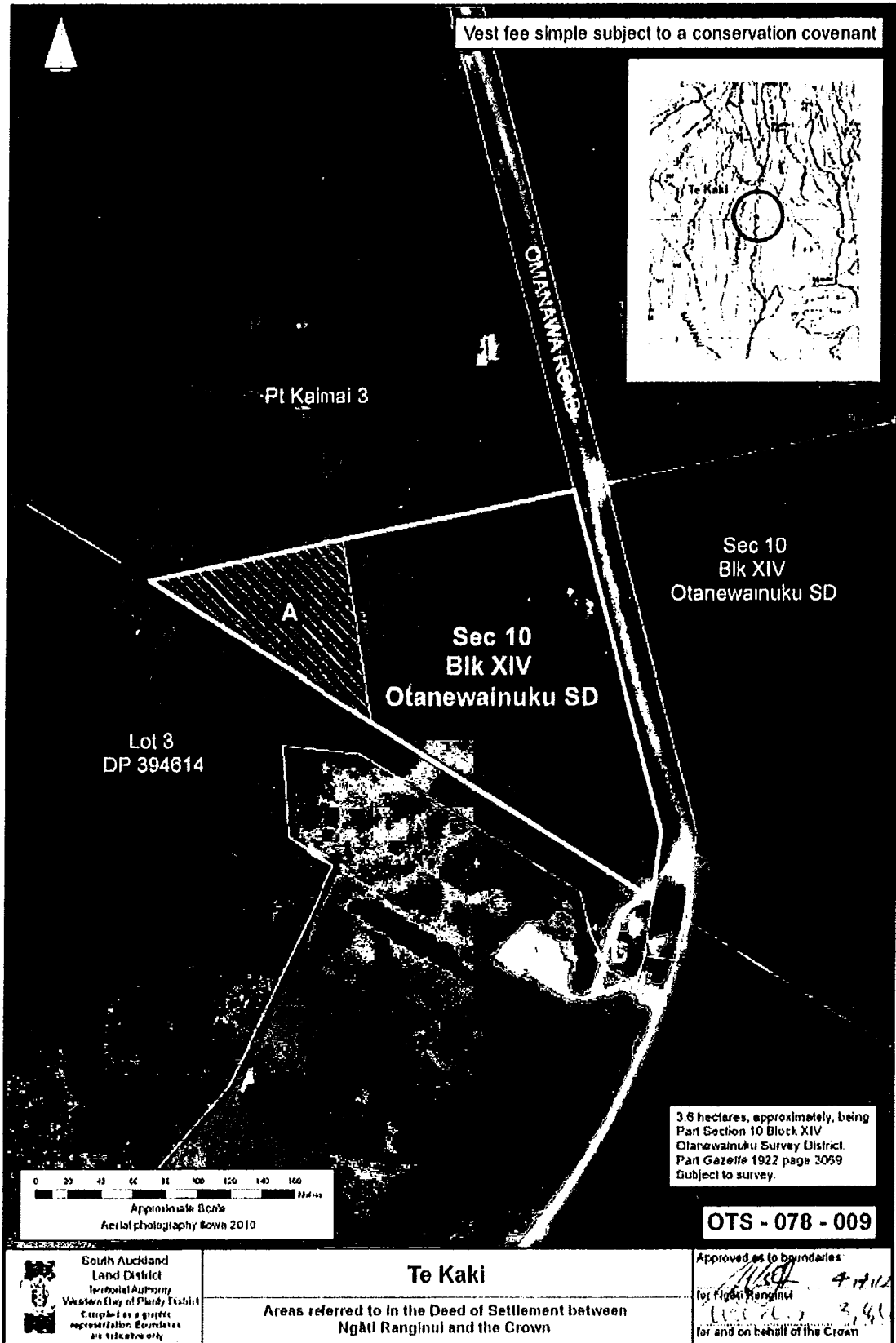
Maunga / Landmarks

- 1 Pukewhanake
- 2 Kaikaikaroro
- 3 Manawata
- 4 Mauao
- 5 Te Kauranga
- 6 Te Weraiti
- 7 Waiuanuanu
- 8 Ara Pohatu
- 9 Otanewainuku
- 10 Puwhenua
- 11 Maunga
- 12 Pukunui
- 13 Maungatutu
- 14 Titirua
- 15 Maunga Rangi
- 16 Otawa
- 17 Pukepenga
- 18 Ngatamahinerua
- 19 Te Aroha
- 20 Te Aroaro o Paretapu / Te Ariariparitupu
- 21 Rangituanehu
- 22 Minden - Te Rangituanehu
- 23 Puketoki
- 24 Manukotuku
- 25 Matariki
- 26 Tupenga
- 27 Mangakopikopiko
- 28 Hikurangi
- 29 Maunga Mana
- 30 Oturu
- 31 Kotaro/Kotare
- 32 Karewa Island

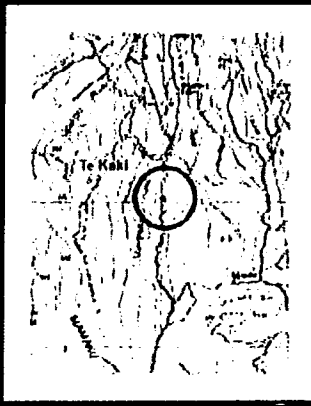
**2 DEED PLANS**

ATTACHMENTS

2: DEED PLANS



Vest fee simple subject to a conservation covenant



Pt Kaimai 3

Sec 10  
Blk XIV  
Otanewainuku SD

Sec 10  
Blk XIV  
Otanewainuku SD

Lot 3  
DP 394614

0 20 40 60 80 100 120 140 160  
Approximate Scale  
Aerial photography flown 2010

3.6 hectares, approximately, being  
Part Section 10 Block XIV  
Otanewainuku Survey District  
Part Gazette 1922 page 3059  
Subject to survey.

OTS - 078 - 009

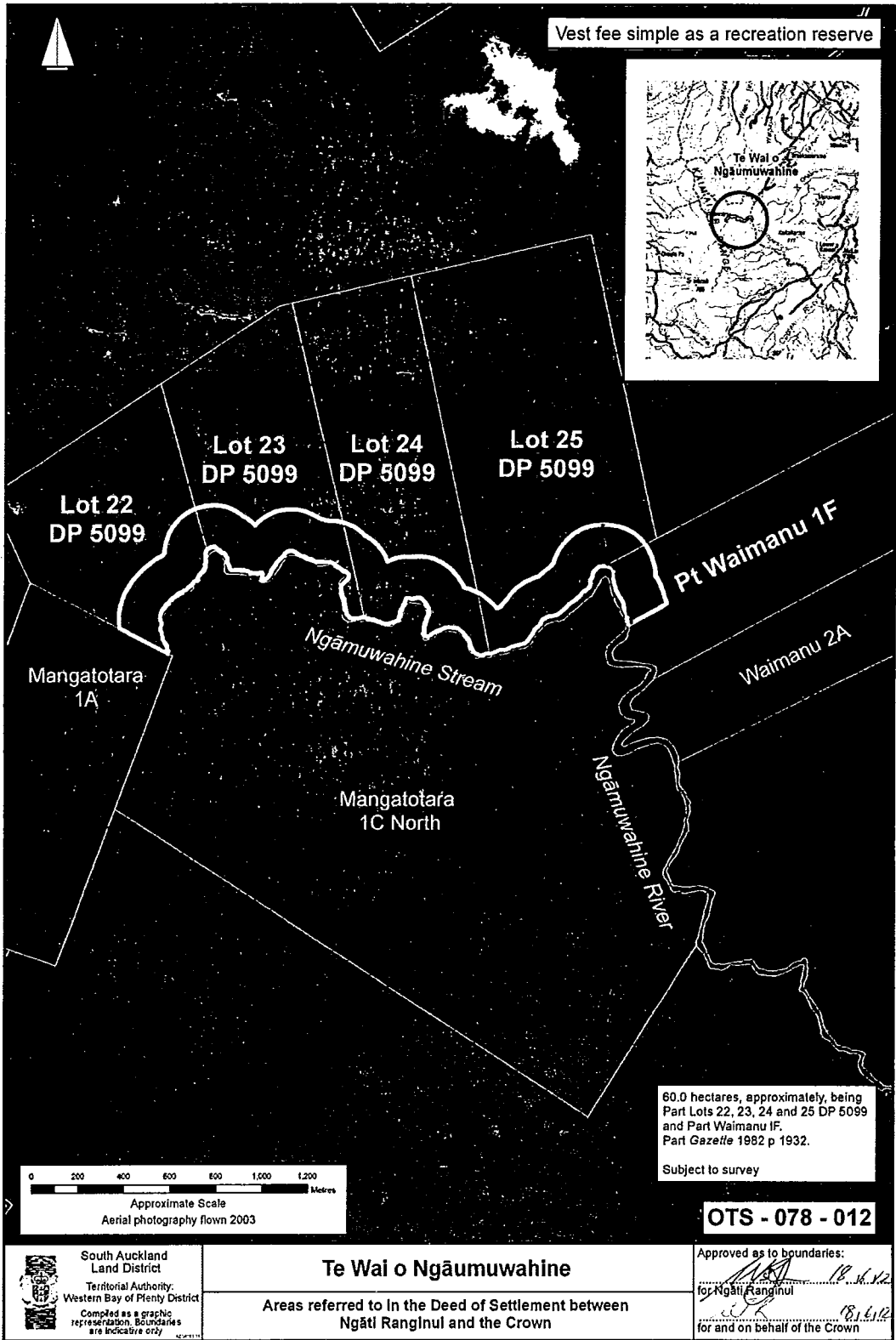
South Auckland  
Land District  
Territorial Authority  
Western Bay of Plenty District  
Accepted as a graphic  
representation. Boundaries  
are indicative only.

**Te Kaki**  
Areas referred to in the Deed of Settlement between  
Ngāti Ranginui and the Crown

Approved as to boundaries  
*M. S. ... 4/11/12*  
for Ngāti Ranginui  
*W. S. ... 3/4/12*  
for and on behalf of the Crown

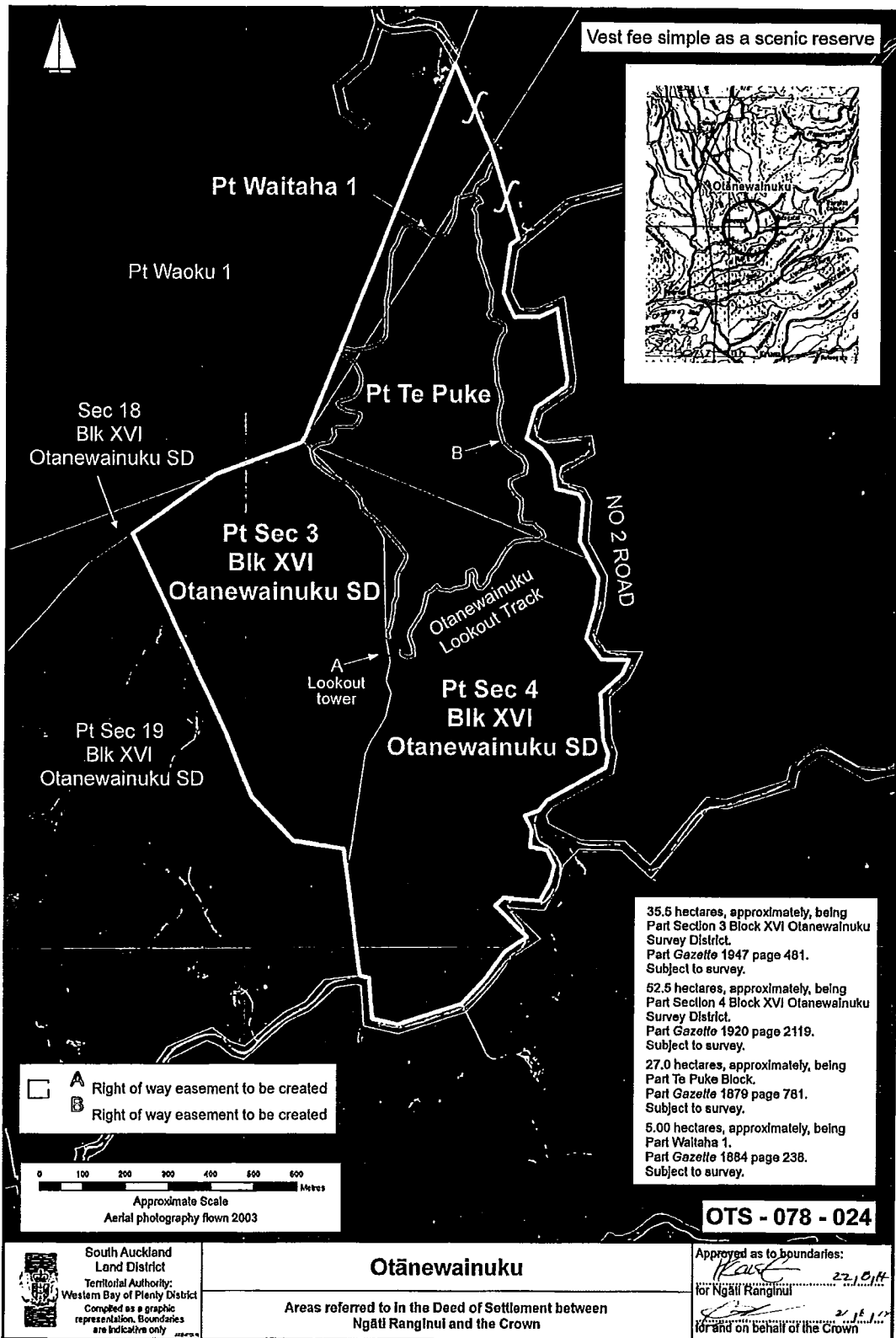
ATTACHMENTS

2: DEED PLANS



ATTACHMENTS

2: DEED PLANS



ATTACHMENTS

**3 RFR LAND**

**TABLE 1 - LAND OWNED OR ADMINISTERED BY HOUSING NEW ZEALAND CORPORATION**

This list is current at the date of writing, and is subject to change.

Address and Property ID	Hapū Association	Legal Description
1808200 Hairini	Ngāi Te Ahi	0.0322 hectares, more or less, being Lot 1 DPS 82403. All Computer Freehold Register SA 65B/211.
1808210 Hairini	Ngāi Te Ahi	0.311 hectares, more or less, being Lot 2 DPS 82403. All Computer Freehold Register SA 65B/212.
1808220 Hairini	Ngāi Te Ahi	0.0407 hectares, more or less, being Lot 3 DPS 82403 and 1/9 Share of Lot 13 DPS 82403. All Computer Freehold Register SA 65B/213.
1808230 Hairini	Ngāi Te Ahi	0.0310 hectares, more or less, being Lot 4 DPS 82403 and 1/9 Share of Lot 13 DPS 82403. All Computer Freehold Register SA 65B/214.
1808240 Hairini	Ngāi Te Ahi	0.0346 hectares, more or less, being Lot 5 DPS 82403 and 1/9 Share of Lot 13 DPS 82403. All Computer Freehold Register SA 65B/215.
1808250 Hairini	Ngāi Te Ahi	0.0344 hectares, more or less, being Lot 6 DPS 82403 and 1/9 Share of Lot 13 DPS 82403. All Computer Freehold Register SA 65B/216.
1808260 Hairini	Ngāi Te Ahi	0.0318 hectares, more or less, being Lot 7 DPS 82403 and 1/9 Share of Lot 13 DPS 82403. All Computer Freehold Register SA 65B/217.
1808270 Hairini	Ngāi Te Ahi	0.0632 hectares, more or less, being Lots 8, 14 and 1/9 Share of Lot 13 DPS 82403. All Computer Freehold Register SA 65B/218.
1808280 Hairini	Ngāi Te Ahi	0.0261 hectares, more or less, being Lot 9 DPS 82403 and 1/9 Share of Lot 13 DPS 82403. All Computer Freehold Register SA 65B/219.
1808290 Hairini	Ngāi Te Ahi	0.0347 hectares, more or less, being Lot 10 DPS 82403 and 1/9 Share of Lot 13 DPS 82403. All Computer Freehold Register SA 65B/220.
1808300 Hairini	Ngāi Te Ahi	0.0353 hectares, more or less, being Lot 11 DPS 82403 and 1/9 Share of Lot 13 DPS 82403. All Computer Freehold Register SA 65B/221.
1808310 Hairini	Ngāi Te Ahi	0.0307 hectares, more or less, being Lot 12 DPS 82403. All Computer Freehold Register SA 65B/222.

**ATTACHMENTS**

**3: RFR LAND**

<b>Address and Property ID</b>	<b>Hapū Association</b>	<b>Legal Description</b>
7005583 Hairini	Ngāi Te Ahi	0.0407 hectares, more or less, being Lot 1 DPS 69992. All Computer Freehold Register SA 56A/867.
1636150 Hairini	Ngāi Te Ahi	0.0728 hectares, more or less, being Lot 4 DPS 9020. All Computer Freehold Register SA 40C/423.
1636160 Hairini	Ngāi Te Ahi	0.0822 hectares, more or less, being Lot 36 DPS 9020. All Computer Freehold Register SA 40C/465.
1636170 Hairini	Ngāi Te Ahi	0.0797 hectares, more or less, being Lot 52 DPS 9020. All Computer Freehold Register SA 40C/462.
1633140 Hairini	Ngāi Te Ahi	0.0797 hectares, more or less, being Lot 42 DPS 9020. All Computer Freehold Register SA 41A/243.
1633150 Hairini	Ngāi Te Ahi	0.0797 hectares, more or less, being Lot 43 DPS 9020. All Computer Freehold Register SA 41A/244.
1633760 Hairini	Ngāi Te Ahi	0.0822 hectares, more or less, being Lot 33 DPS 9020. All Computer Freehold Register SA 41A/241.
1633770 Hairini	Ngāi Te Ahi	0.0822 hectares, more or less, being Lot 37 DPS 9020. All Computer Freehold Register SA 41A/242.
1634670 Hairini	Ngāi Te Ahi	0.0797 hectares, more or less, being Lot 49 DPS 9020. All Computer Freehold Register SA 40C/463.
1634690 Hairini	Ngāi Te Ahi	0.0797 hectares, more or less, being Lot 51 DPS 9020. All Computer Freehold Register SA 40C/464.
1808440 Hairini	Ngāi Te Ahi	0.0756 hectares, more or less, being Lot 1 DPS 26386. All Computer Freehold Register SA 40C/342.
1811590 Hairini	Ngāi Te Ahi	0.0797 hectares, more or less, being Lot 50 DPS 9020. All Computer Freehold Register SA 31B/425.
1808450 Hairini	Ngāi Te Ahi	0.0717 hectares, more or less, being Lot 23 DPS 26386. All Computer Freehold Register SA 40C/343.
3718020 Hairini	Ngāi Te Ahi	0.0660 hectares, more or less, being Lot 24 DPS 33140. All Computer Freehold Register SA 30C/664.
7000678 Hairini	Ngāi Te Ahi	0.0341 hectares, more or less, being Lot 1 DPS 91576 and 1/2 Share of Lot 3 DPS 91576. All Computer Freehold Register SA 72B/853.
7000679 Hairini	Ngāi Te Ahi	0.0344 hectares, more or less, being Lot 2 DPS 91576 and 1/2 Share of Lot 3 DPS 91576. All Computer Freehold Register SA 72B/854.
7006385 Hairini	Ngāi Te Ahi	0.0373 hectares, more or less, being Lot 1 DP 380284. All Computer Freehold Register 321655.



**ATTACHMENTS**

**3: RFR LAND**

<b>Address and Property ID</b>	<b>Hapū Association</b>	<b>Legal Description</b>
7006386 Hairini	Ngāi Te Ahi	0.0449 hectares, more or less, being Lot 2 DP 380284. All Computer Freehold Register 321656.
1628440 Huria	Ngāi Tamarāwaho	0.0610 hectares, more or less, being Lot 80 DPS 6834. All Computer Freehold Register SA 41A/239.
1628450 Huria	Ngāi Tamarāwaho	0.0610 hectares, more or less, being Lot 79 DPS 6834. All Computer Freehold Register SA 33B/482.
1638620 Huria	Ngāi Tamarāwaho	0.0607 hectares, more or less, being Lot 111 DPS 6834. All Computer Freehold Register SA 49A/93.
1174030 Huria	Ngāi Tamarāwaho	0.0635 hectares, more or less, being Lot 36 DPS 6834. All Computer Freehold Register SA 1C/789.
1800350 Huria	Ngāi Tamarāwaho	0.0508 hectares, more or less, being Lot 1 DPS 20276. All Computer Freehold Register SA 19C/808.
1800360 Huria	Ngāi Tamarāwaho	0.0654 hectares, more or less, being Lot 2 DPS 20276. All Computer Freehold Register SA 19C/809.
1808630 Huria	Ngāi Tamarāwaho	0.0708 hectares, more or less, being Lot 3 DPS 25902. All Computer Freehold Register SA 29B/634.
1808640 Huria	Ngāi Tamarāwaho	0.0657 hectares, more or less, being Lot 4 DPS 25902. All Computer Freehold Register SA 29B/635.
1808650 Huria	Ngāi Tamarāwaho	0.0620 hectares, more or less, being Lot 23 DPS 25902. All Computer Freehold Register SA 29B/645.
1808660 Huria	Ngāi Tamarāwaho	0.0877 hectares, more or less, being Lot 24 DPS 25902. All Computer Freehold Register SA 29B/646.
1808710 Huria	Ngāi Tamarāwaho	0.0617 hectares, more or less, being Lot 1 DPS 84947. All Computer Freehold Register SA 67B/544.
1808720 Huria	Ngāi Tamarāwaho	0.0770 hectares, more or less, being Lot 15 DPS 25902. All Computer Freehold Register SA 29B/641.
1808730 Huria	Ngāi Tamarāwaho	0.0628 hectares, more or less, being Lot 17 DPS 25902. All Computer Freehold Register SA 29B/642.
1812020 Huria	Ngāi Tamarāwaho	0.0239 hectares, more or less, being Lot 15 DPS 81639 and 1/18 Share of Lot 22 DPS 81639. All Computer Freehold Register SA 64B/248.
1812030 Huria	Ngāi Tamarāwaho	0.0226 hectares, more or less, being Lot 14 DPS 81639 and 1/18 Share of Lot 22 DPS 81639. All Computer Freehold Register SA 64B/247.
1812040 Huria	Ngāi Tamarāwaho	0.0244 hectares, more or less, being Lot 13 DPS 81639 and 1/18 Share of Lot 22 DPS 81639. All Computer Freehold

**ATTACHMENTS**

**3: RFR LAND**

<b>Address and Property ID</b>	<b>Hapū Association</b>	<b>Legal Description</b>
		Register SA 64B/246.
1812050 Huria	Ngāi Tamarāwaho	0.0263 hectares, more or less, being Lot 12 DPS 81639 and 1/18 Share of Lot 22 DPS 81639. All Computer Freehold Register SA 64B/245.
1812060 Huria	Ngāi Tamarāwaho	0.0315 hectares, more or less, being Lot 11 DPS 81639 and 1/18 Share of Lot 22 DPS 81639. All Computer Freehold Register SA 64B/244.
1812070 Huria	Ngāi Tamarāwaho	0.0306 hectares, more or less, being Lot 10 DPS 81639 and 1/18 Share of Lot 22 DPS 81639. All Computer Freehold Register SA 64B/243.
2463290 Huria	Ngāi Tamarāwaho	0.0491 hectares, more or less, being Lot 2 DPS 84703. All Computer Freehold Register SA 67A/829.
2463300 Huria	Ngāi Tamarāwaho	0.0379 hectares, more or less, being Lot 1 DPS 84703. All Computer Freehold Register SA 67A/828.
3615890 Huria	Ngāi Tamarāwaho	0.0607 hectares, more or less, being Lot 107 DPS 6834. All Computer Freehold Register SA 2005/47.
7000529 Huria	Ngāi Tamarāwaho	0.0360 hectares, more or less, being Lot 2 DPS 68579. All Computer Freehold Register SA 55A/194.
1808830 Huria	Ngāi Tamarāwaho	0.646 hectares, more or less, being Lot 18 DPS 25902. All Computer Freehold Register SA 29B/643.
1808900 Huria	Ngāi Tamarāwaho	0.0810 hectares, more or less, being Lot 7 DPS 25902. All Computer Freehold Register SA 29B/637.
1808910 Huria	Ngāi Tamarāwaho	0.0731 hectares, more or less, being Part Lot 9 DPS 25902. All Computer Freehold Register SA 34D/693.
1808920 Huria	Ngāi Tamarāwaho	0.0760 hectares, more or less, being Lot 11 DPS 25902. All Computer Freehold Register SA 29B/640.
1808960 Huria	Ngāi Tamarāwaho	0.0853 hectares, more or less, being Lot 10 DPS 25902. All Computer Freehold Register SA 29B/639.
1812080 Huria	Ngāi Tamarāwaho	0.0208 hectares, more or less, being Lot 9 DPS 81639 and 1/18 Share of Lot 22 DPS 81639. All Computer Freehold Register SA 64B/242.
1812090 Huria	Ngāi Tamarāwaho	0.0208 hectares, more or less, being Lot 8 DPS 81639 and 1/18 Share of Lot 22 DPS 81639. All Computer Freehold Register SA 64B/241.
1812100 Huria	Ngāi Tamarāwaho	0.0393 hectares, more or less, being Lots 7, Lot 23 and 1/18 Share of Lot 22 DPS 81639. All Computer Freehold Register SA 64B/240.

**ATTACHMENTS**

**3: RFR LAND**

<b>Address and Property ID</b>	<b>Hapū Association</b>	<b>Legal Description</b>
2209550 Huria	Ngāi Tamarāwaho	0.0647 hectares, more or less, being Lot 1 DPS 13386. All Computer Freehold Register SA 11A/1088.
2329460 Huria	Ngāi Tamarāwaho	0.0607 hectares, more or less, being Lot 99 DPS 6834. All Computer Freehold Register SA 2A/881.
7000935 Huria	Ngāi Tamarāwaho	0.0504 hectares, more or less, being Lot 35 DPS 70718. All Computer Freehold Register SA 56D/412.
7003964 Huria	Ngāi Tamarāwaho	0.0385 hectares, more or less, being Lot 2 DPS 66608. All Computer Freehold Register SA 53C/913.
7004568 Huria	Ngāi Tamarāwaho	0.0683 hectares, more or less, being Lot 18 DPS 10902. All Computer Freehold Register SA 7B/1066.
7005323 Huria	Ngāi Tamarāwaho	0.0588 hectares, more or less, being Lot 10 DPS 66608. All Computer Freehold Register SA 53C/921.
7007871 Huria	Ngāi Tamarāwaho	0.0391 hectares, more or less, being Lot 2 DP 416696. All Computer Freehold Register SA 464293.
7001234 Huria	Ngāi Tamarāwaho	0.0607 hectares, more or less, being Lot 14 DPS 6834. All Computer Freehold Register SA 6C/406.
7005830 Huria	Ngāi Tamarāwaho	0.0358 hectares, more or less, being Lot 1 DPS 82255. All Computer Freehold Register SA 64D/917.
7007139 Huria	Ngāi Tamarāwaho	0.0289 hectares, more or less, being Lot 3 DP 417421. All Computer Freehold Register SA 467178.
7007140 Huria	Ngāi Tamarāwaho	0.0312 hectares, more or less, being Lot 2 DP 417421. All Computer Freehold Register SA 467177.
7007141 Huria	Ngāi Tamarāwaho	0.0405 hectares, more or less, being Lot 1 DP 417421. All Computer Freehold Register SA 467176.
7007947 Huria	Ngāi Tamarāwaho	0.0290 hectares, more or less, being Lot 1 DP 342361, 1/18 Share of Lot 15 DPS 90653. All Computer Freehold Register SA 1740/84.
1176450 Waimapu	Ngāti Ruahine	0.0643 hectares, more or less, being Lot 28 DPS 24228. All Computer Freehold Register SA 22D/1343.
7001301 Waimapu	Ngāti Ruahine	0.0468 hectares, more or less, being Lot 2 DPS 81695. All Computer Freehold Register SA 64B/562.
7005708 Waimapu	Ngāti Ruahine	0.0658 hectares, more or less, being Lot 26 DPS 23792. All Computer Freehold Register SA 22D/1337.
4002954 Waimapu	Ngāti Ruahine	0.0894 hectares, more or less, being Lot 48 DP 338100. All Computer Freehold Register SA 156713.

**ATTACHMENTS**

**3: RFR LAND**

<b>Address and Property ID</b>	<b>Hapū Association</b>	<b>Legal Description</b>
1767710 Huria	Ngāi Tamarāwaho	0.0789 hectares, more or less, being TE RETI A17. All Computer Freehold Register SA 71B/586.
1776820 Huria	Ngāi Tamarāwaho	0.0645 hectares, more or less, being Lot 14 DPS 49367. All Computer Freehold Register SA 43B/21.
1803860 Huria	Ngāi Tamarāwaho	0.0715 hectares, more or less, being Lot 2 DPS 19685. All Computer Freehold Register SA 50C/7.
1803870 Huria	Ngāi Tamarāwaho	0.0839 hectares, more or less, being Lot 3 DPS 19685. All Computer Freehold Register SA 29C/479.
1808600 Huria	Ngāi Tamarāwaho	0.0658 hectares, more or less, being Lot 22 DPS 22739. All Computer Freehold Register SA 40C/337.
7000533 Huria	Ngāi Tamarāwaho	0.0346 hectares, more or less, being Lot 2 DPS 77651. All Computer Freehold Register SA 61C/884.
7000569 Huria	Ngāi Tamarāwaho	0.0506 hectares, more or less, being Lot 2 DP 330459. All Computer Freehold Register SA 125506.
7000642 Huria	Ngāi Tamarāwaho	0.0577 hectares, more or less, being Lot 33 DPS 76178. All Computer Freehold Register SA 60C/313.
1808950 Huria	Ngāi Tamarāwaho	0.0839 hectares, more or less, being Lot 4 DPS 19685. All Computer Freehold Register SA 29C/480.
7000743 Huria	Ngāi Tamarāwaho	0.0442 hectares, more or less, being Lot 3 DPS 91911. All Computer Freehold Register SA 72C/767.
7000744 Huria	Ngāi Tamarāwaho	0.0413 hectares, more or less, being Lot 2 DPS 91911. All Computer Freehold Register SA 72C/766.
7000745 Huria	Ngāi Tamarāwaho	0.0460 hectares, more or less, being Lot 1 DPS 91911. All Computer Freehold Register SA 72C/765.
7000773 Huria	Ngāi Tamarāwaho	0.0390 hectares, more or less, being Lot 1 DP 304596. All Computer Freehold Register SA 18438.
7000774 Huria	Ngāi Tamarāwaho	0.0396 hectares, more or less, being Lot 2 DP 304596. All Computer Freehold Register SA 18439.
7000775 Huria	Ngāi Tamarāwaho	0.0423 hectares, more or less, being Lot 3 DP 304596. All Computer Freehold Register SA 18440.
7000813 Huria	Ngāi Tamarāwaho	0.0622 hectares, more or less, being Lot 43 DPS 76177. All Computer Freehold Register SA 60C/291.
7000853 Huria	Ngāi Tamarāwaho	0.0582 hectares, more or less, being Lot 36 DPS 76178. All Computer Freehold Register SA 60C/316.

**ATTACHMENTS**

**3: RFR LAND**

<b>Address and Property ID</b>	<b>Hapū Association</b>	<b>Legal Description</b>
7000865 Huria	Ngāi Tamarāwaho	0.0500 hectares, more or less, being Lot 8 DPS 90343. All Computer Freehold Register SA 71C/804.
7001115 Huria	Ngāi Tamarāwaho	0.0583 hectares, more or less, being Lot 25 DPS 76178. All Computer Freehold Register SA 60C/305.
7001121 Huria	Ngāi Tamarāwaho	0.0661 hectares, more or less, being Lot 8 DPS 18889. All Computer Freehold Register SA 17B/1086.
7001155 Huria	Ngāi Tamarāwaho	0.0562 hectares, more or less, being Lot 26 DPS 76178. All Computer Freehold Register SA 60C/306.
7002991 Huria	Ngāi Tamarāwaho	0.0579 hectares, more or less, being Lot 38 DPS 76178. All Computer Freehold Register SA 60C/318.
7003194 Huria	Ngāi Tamarāwaho	0.0736 hectares, more or less, being Lot 1 DPS 7325. All Computer Freehold Register SA 12D/1073.
7003366 Huria	Ngāi Tamarāwaho	0.0577 hectares, more or less, being Lot 4 DPS 76177. All Computer Freehold Register SA 60C/281.
7003369 Huria	Ngāi Tamarāwaho	0.0625 hectares, more or less, being Lot 18 DPS 15146. All Computer Freehold Register SA 13A/1492.
7003865 Huria	Ngāi Tamarāwaho	0.0550 hectares, more or less, being Lot 31 DPS 76178. All Computer Freehold Register SA 60C/311.
7005685 Huria	Ngāi Tamarāwaho	0.0679 hectares, more or less, being Lot 28 DPS 20903. All Computer Freehold Register SA 20A/1286.
7005711 Huria	Ngāi Tamarāwaho	0.0846 hectares, more or less, being Lot 32 DPS 76178. All Computer Freehold Register SA 60C/312.
7001198 Huria	Ngāi Tamarāwaho	0.0514 hectares, more or less, being Lot 6 DPS 90343. All Computer Freehold Register SA 71C/802.
7001235 Huria	Ngāi Tamarāwaho	0.0751 hectares, more or less, being Lot 11 DPS 14533. All Computer Freehold Register SA 12C/720.
7001284 Huria	Ngāi Tamarāwaho	0.0506 hectares, more or less, being Lot 1 DP 330459. All Computer Freehold Register SA 125505.
7001311 Huria	Ngāi Tamarāwaho	0.0590 hectares, more or less, being Lot 11 DPS 76177. All Computer Freehold Register SA 60C/285.
7001333 Huria	Ngāi Tamarāwaho	0.0630 hectares, more or less, being Lot 36 DPS 25910. All Computer Freehold Register SA 24A/1289.
7004076 Huria	Ngāi Tamarāwaho	0.0592 hectares, more or less, being Lot 22 DPS 90343. All Computer Freehold Register SA 71C/818.

**ATTACHMENTS**

**3: RFR LAND**

<b>Address and Property ID</b>	<b>Hapū Association</b>	<b>Legal Description</b>
7004204 Huria	Ngāi Tamarāwaho	0.0471 hectares, more or less, being Lot 2 DPS 92506. All Computer Freehold Register SA 73A/869.
7004238 Huria	Ngāi Tamarāwaho	0.0461 hectares, more or less, being Lot 1 DPS 92506. All Computer Freehold Register SA 73A/868.
7004637 Huria	Ngāi Tamarāwaho	0.0673 hectares, more or less, being Lot 13 DPS 49367. All Computer Freehold Register SA 43B/20.
7006056 Huria	Ngāi Tamarāwaho	0.0236 hectares, more or less, being Lot 1 DPS 71641. All Computer Freehold Register SA 57C/479.
1810410 Huria	Ngāi Tamarāwaho	0.2288 hectares, more or less, being Part Lot 2 DPS 4592. All Computer Freehold Register SA 36D/999.

**TABLE 2 – OTHER LAND**

**New Zealand Police**

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

**Bay of Plenty District Health Board**

	<b>Property Name/Address</b>	<b>Hapū Association</b>	<b>Legal Description – All South Auckland Land District</b>
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.

**ATTACHMENTS**

**3: RFR LAND**

**Department of Conservation**

	<b>Property Name/Address</b>	<b>Hapū Association</b>	<b>Legal Description – All South Auckland Land District</b>
3.	Adjacent to Belk Road and Williams Road North, Tauranga	Ngāi Tamarāwaho	<p>134.69 hectares, approximately, being Part Section 1 Block VI Otanewainuku Survey District. Section 62 Conservation Act 1987.</p> <p>36.9272 hectares, more or less, being Lots 1, 2, and 3 DPS 37865 and Lot 1 DPS 37862. All Transfer H310733.</p> <p>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.</p>

**Ministry of Education**

	<b>Property Name/Address</b>	<b>Hapū Association</b>	<b>Legal Description – All South Auckland Land District</b>
4.	Bellevue School 20 Princess Street Tauranga	Ngāi Tamarāwaho	<p>0.1568 hectares, more or less, being Lots 8 and 9 DPS 11607. All <i>Gazette</i> notice S445865.</p> <p>2.0894 hectares, more or less, being Part Lots 3 and 4 DPS 1024. All <i>Gazette</i> notice S437525.</p>
5.	Oropi School 1334 Oropi Road Oropi Tauranga	Ngāi Te Ahi and Ngāti Ruahine	<p>0.1477 hectares, more or less, being Part Allotment 390 Te Papa Parish. All <i>Gazette</i> notice B200445.2.</p> <p>1.5662 hectares, more or less, being Part Allotment 391A Te Papa Parish. Balance <i>Gazette</i> notice B179670.</p>
6.	Otumoetai College 105 Windsor Street Otumoetai	Ngāi Tamarāwaho	<p>12.3275 hectares, more or less, being Part Lot 2 DPS 1024 and Lot 1 DPS 3178. All Proclamation S138905.</p> <p>1.4456 hectares, approximately, being Part Lot 2 DPS 1024. All Proclamation S234052.</p>

**ATTACHMENTS**

**3: RFR LAND**

			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.
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.



**ATTACHMENTS**

**3: RFR LAND**

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.  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

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**3: RFR LAND**

			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.

ATTACHMENTS

3: RFR LAND

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.
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.

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**3: RFR LAND**

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.
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	1.2237 hectares, more or less, being Lot 1 DPS 4196. All <i>Gazette</i> notice

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3: RFR LAND

				<p>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> <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.

**ATTACHMENTS**

**3: RFR LAND**

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.
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.

**ATTACHMENTS**

**3: RFR LAND**

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.
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.

ATTACHMENTS

3: RFR LAND

**TABLE 3 - TE PUNA KATIKATI RFR LAND**

**Department of Conservation**

	<b>Property Name/Address</b>	<b>Hapū Association</b>	<b>Legal Description – All South Auckland Land District</b>
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**

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



## ATTACHMENTS

### 3: RFR LAND

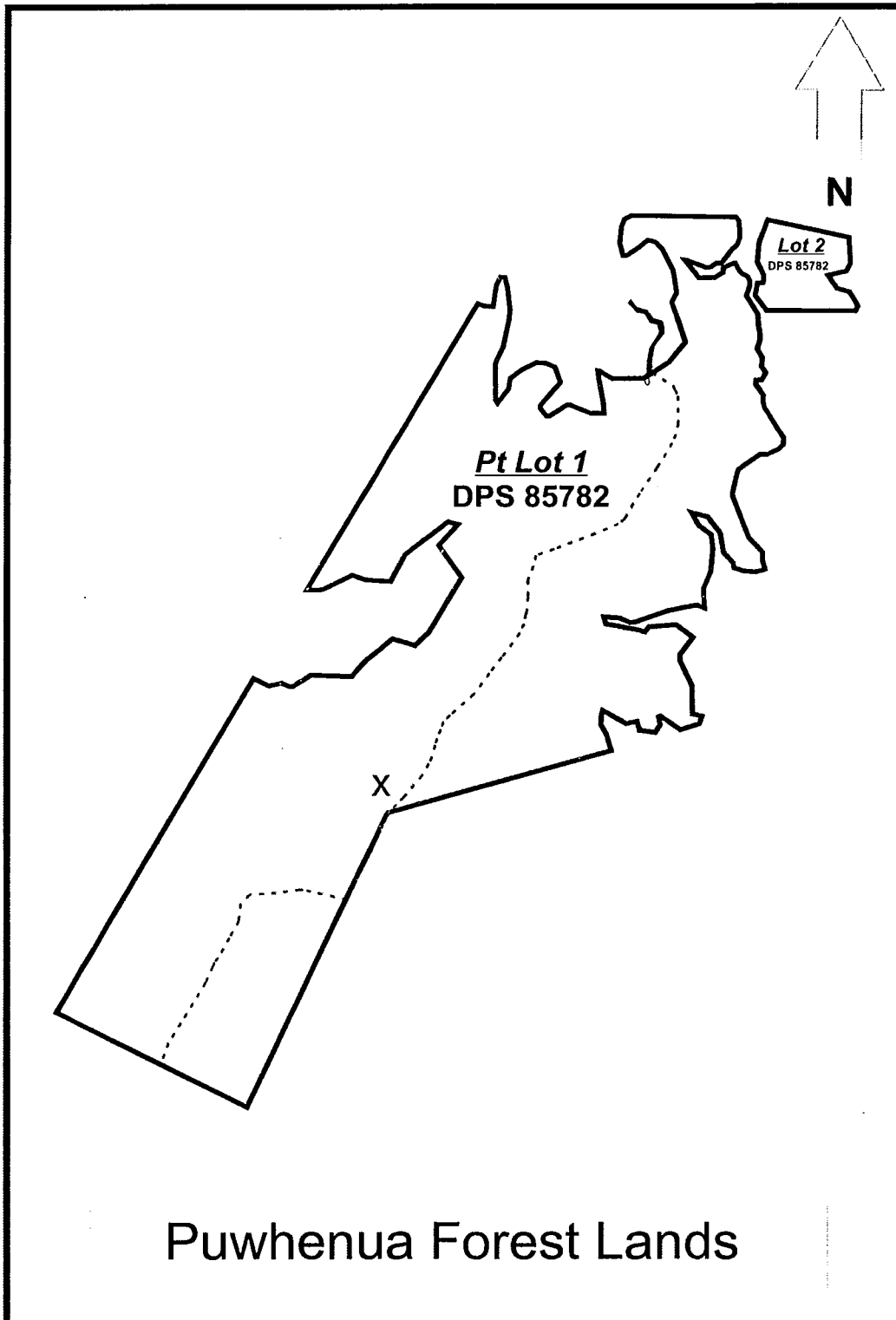
			Section 9S Apata Settlement. All Proclamation S151841.
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### Land Information New Zealand

	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.

**4        DIAGRAMS**

4.1 PUWHENUA FOREST LANDS



Puwhenua Forest Lands

4.2 DIAGRAM OF PART TE PUNA SCHOOL SITE



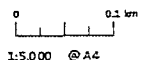
ATTACHMENTS

4: DIAGRAMS

4.3 PLAN OF 17 MOFFAT ROAD



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Legend

- A - Maori Reservation
- B - Existing House Site
- Road

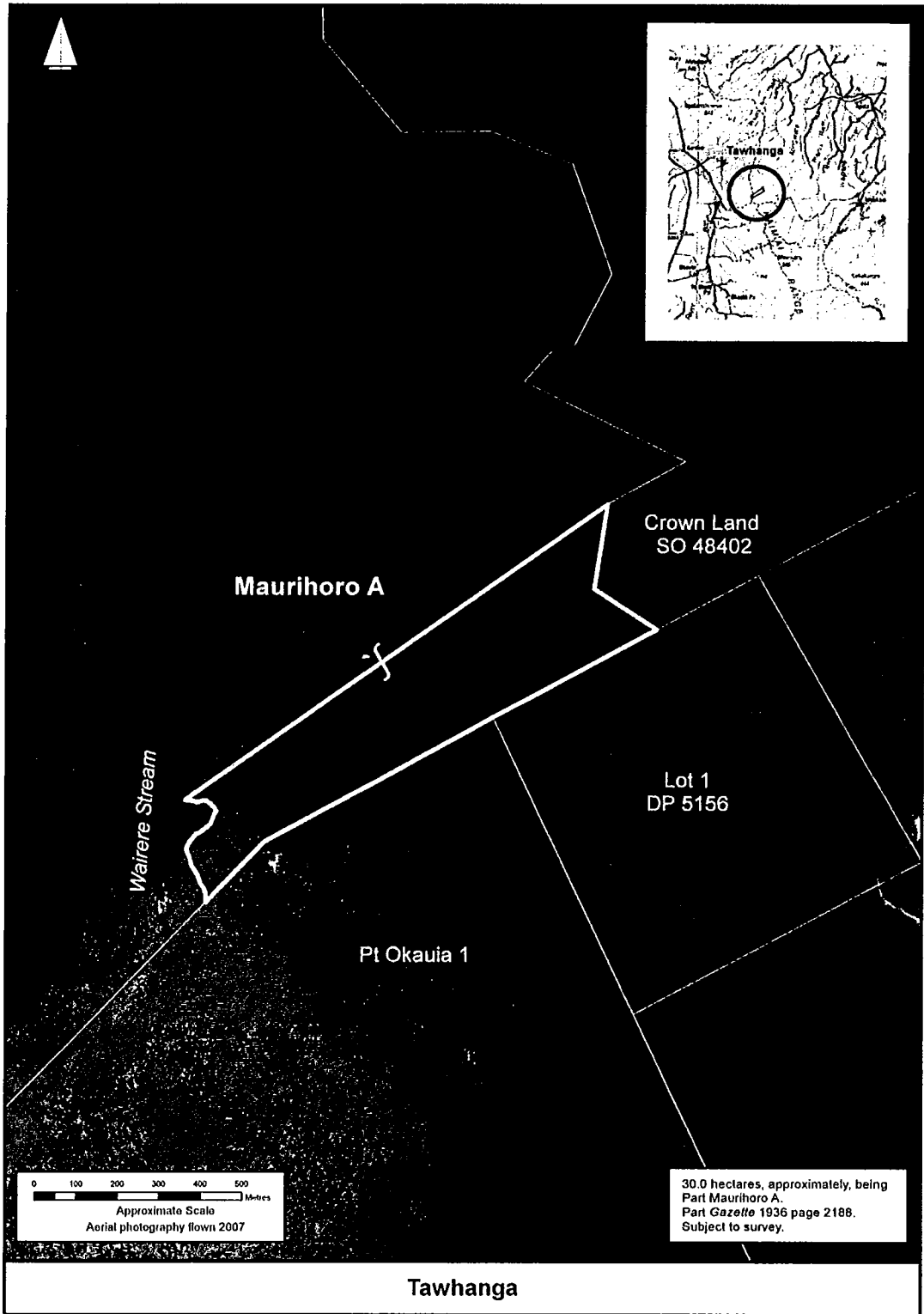
17 Moffat Road

Date: 5 April 2012 | Revision: 0

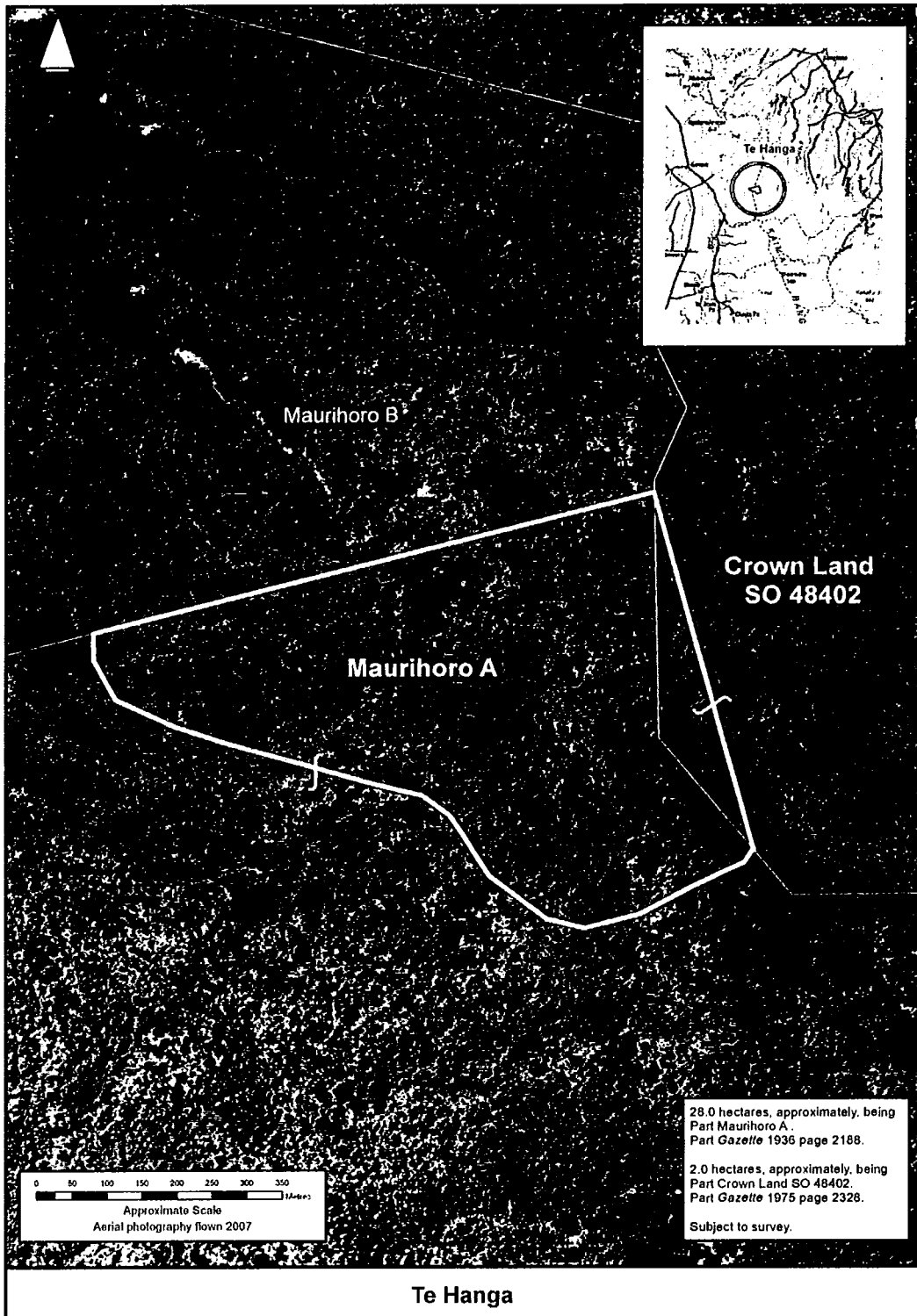
Plan Prepared by Boffa Miskell Limited

Author: Lucy Manning@boffamiskell.co.nz | Checked: Antoine Coffin

4.4 TAWHANGA



4.5 TE HANGA



4.6 TE WAI NGĀUMUWAHINE 2

