
Parties
HER MAJESTY THE QUEEN
in right of New Zealand

NGĀTI TŪRANGITUKUA

DEED TO AMEND DEED OF
SETTLEMENT

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Barristers & Solicitors NEW ZEALAND

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Date:

PARTIES

- (1) HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister in Charge of Treaty of Waitangi Negotiations
- (2) NGĀTI TŪRANGITUKUA

BACKGROUND

- A The Crown and Ngāti Tūrangitukua are parties to a Deed of Settlement dated 26 September 1998 (*Deed of Settlement*).
- B The Crown and Ngāti Tūrangitukua wish to amend the Deed of Settlement.

ACCORDINGLY, the Crown and Ngāti Tūrangitukua agree as follows:

1 DEFINITIONS AND INTERPRETATION

Except as otherwise provided in this Deed or unless the context otherwise requires, terms defined in the Deed of Settlement have the same meanings in this Deed and the rules of interpretation set out in the Deed of Settlement will apply in the interpretation of this Deed.

2 AMENDMENTS TO SECTION 1

Clause 1.1 of the Deed of Settlement is amended by:

- 2.1 deleting the definition of *Ngāti Tūrangitukua Recipient*; and
- 2.2 inserting the following definition:

"Turangitukua Nominees Limited means a company of that name incorporated under the Companies Act 1993;"; and

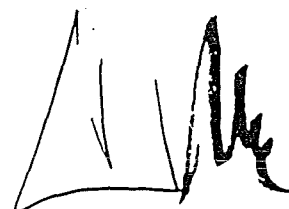
- 2.3 deleting the definition of *Turangi Township* and replacing it with the following definition:

"Turangi Township means the land described in S.O. 38104;".



3 AMENDMENTS TO SECTION 6

- 3.1 LINZ Protocol enforceable by Turangitukua Nominees Limited
Section 6 of the Deed of Settlement is amended by replacing "Ngāti Tūrangitukua" with "Turangitukua Nominees Limited" where "Ngāti Tūrangitukua" appears on both occasions in clause 6.1.4.
- 3.2 DOC Protocol enforceable by Turangitukua Nominees Limited
Section 6 of the Deed of Settlement is amended by replacing "Ngāti Tūrangitukua" with "Turangitukua Nominees Limited" where "Ngāti Tūrangitukua" appears;
- 3.2.1 in clause 6.2.3(b) and (c);
- 3.2.2 in clause 6.2.4;
- 3.2.3 in clause 6.2.6(b);
- 3.2.4 in clauses 6.2.3(b) and (c), clause 6.2.4 and clause 6.2.6(b) as quoted in paragraph 3.1 of Attachment 6.2.
- 3.3 Further amendments to DOC Protocol
Attachment 6.2 of the Deed of Settlement is amended by replacing "Ngāti Tūrangitukua" with "the Environment Committee" where "Ngāti Tūrangitukua" appears:
- 3.3.1 on the first occasion in paragraph 6.1(d) of Attachment 6.2;
- 3.3.2 on the first 2 occasions in paragraph 6.4 of Attachment 6.2;
- 3.3.3 on both occasions in paragraph 8.2 of Attachment 6.2;
- 3.3.4 in paragraph 8.5 of Attachment 6.2;
- 3.3.5 on both occasions in paragraph 10.1 of Attachment 6.2;
- 3.3.6 on both occasions in paragraph 11.2(b) of Attachment 6.2;
- 3.3.7 in paragraph 11.2(c) of Attachment 6.2; and
- 3.3.8 on the second occasion in paragraph 12.2 of Attachment 6.2.



3.4 Correction of typographical error

Section 6 is amended by replacing "171" in clause 6.2.8(b) with "17I".

4 AMENDMENTS TO SECTION 7

4.1 Revised Attachments

4.1.1 The Deed of Settlement is amended by adding to Attachment 7.3 to the Deed of Settlement the reserves described in Attachment 1 to this Deed.

4.1.2 The Deed of Settlement is amended by deleting Attachment 7.4 to the Deed of Settlement and replacing it with a new Attachment 7.4 in the form set out in Attachment 2 to this Deed.

4.2 Reserves to be vested in Ngāti Tūrangitukua Charitable Trust

Section 7 of the Deed of Settlement is amended by replacing "Ngāti Tūrangitukua" with "the Ngāti Tūrangitukua Charitable Trust" where "Ngāti Tūrangitukua" appears:

4.2.1 on both occasions in clause 7.2.3(b);

4.2.2 on the third occasion in clause 7.2.10;

4.2.3 in clause 7.2.11; and

4.2.4 in clause 7.2.14(a).

4.3 Power to make bylaws

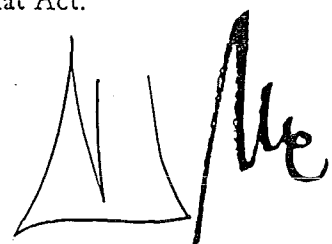
Section 7 of the Deed of Settlement is amended by adding a new clause 7.2.7A as follows:

"7.2.7A Power to make bylaws

The Settlement Legislation will provide that sections 106 to 108 of the Reserves Act 1977 shall apply in respect of the Crown Reserves and the Council Reserves as if:

(a) the Crown Reserves and the Council Reserves were reserves under that Act; and

(b) the Council were the administering body of the Crown Reserves and the Council Reserves under that Act."



4.4 Public Works Act 1981

Section 7 of the Deed of Settlement is amended by deleting clause 7.2.16 and consequentially renumbering the succeeding clauses in that Section.

4.5 Correction of typographical error

Clause 7.2.5(g) of the Deed of Settlement is amended by deleting the reference to "clauses 7.2.8(a) to (f)" and replacing it with "clauses 7.2.5(a) to (f)".

5 ACKNOWLEDGEMENTS RELATING TO SECTION 8

5.1 Confirmation that ancillary claims deed has been concluded

The Crown and Ngāti Tūrangitukua confirm that the ancillary claims deed executed on 21 December 1998 by the Crown and each person described as an "Ancillary Claimant" in that deed is the Ancillary Claims Deed for the purposes of section 8 of the Deed of Settlement even though:

5.1.1 the persons described as "Ancillary Claimants" in the deed executed on 21 December 1998 do not correspond fully to the definition of "Ancillary Claimants" in the Deed of Settlement;

5.1.2 37 claimants are listed in the deed executed on 21 December 1998 but section 8 of the Deed of Settlement refers to a "finite list of 38 claims"; and

5.1.3 there are other differences between the deed executed on 21 December 1998 and the characteristics of the "Ancillary Claims Deed" contemplated by section 8 of the Deed of Settlement.

5.2 Confirmation that negotiation obligations were complied with

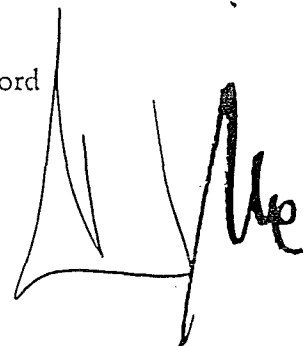
Ngāti Tūrangitukua confirms that the Crown complied with its obligations under clause 8.2.1 of the Deed of Settlement and the Crown confirms that Ngāti Tūrangitukua complied with its obligations under clause 8.2.2 of the Deed of Settlement.

6 AMENDMENT TO SECTION 9

Section 9 of the Deed of Settlement is amended by renumbering the clause headed "Certain Provisions not Conditional" as clause "9.1.2".

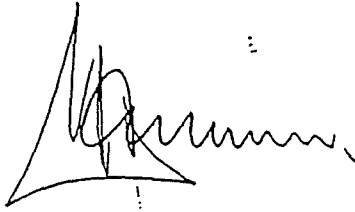
7 AMENDMENT TO SECTION 11

Clause 11.6.2 of the Deed of Settlement is amended by deleting the word "Recipient" and replacing it with the words "Charitable Trust".



EXECUTED as a deed on 8 September 1999.]

SIGNED for and on behalf of
HER MAJESTY THE QUEEN
in Right of New Zealand by the Minister in
Charge of Treaty of Waitangi Negotiations
in the presence of:



Witness:

John Lensen

Name

46 Hawke St
Wellington

Address

Manager OTS

Occupation

SIGNED for and on behalf of Ngāti
Tūrangitukua by MAHLON KAIRA
NEPIA, Claimant in the presence of:



Witness:

John Lensen

Name

46 Hawke St
Wellington

Address

Manager OTS

Occupation

ATTACHMENT 1

Additions to Attachment 7.3

(Clause 4.1.1)

A Reserve	* 1.1352 hectares, Lot 19, DP 58050, Certificate of title 24D/633 0.6020 hectares, Lot 16, DP 71220, Certificate of title 27D/351	Vested in Council, section 306(4) Local Government Act 1974	Recreation Reserve
B Reserve	* 1.1260 hectares, Lot 10, DP 61544	Local purpose reserve to vest	Drainage Reserve
C Reserve	* 3.9600 hectares, Lot 9, DP 61544	Local purpose reserve to vest	Drainage Reserve

ATTACHMENT 2

Revised Attachment 7.4

(Clause 4.1.2)

"ATTACHMENT 7.4

CONTROL AND MANAGEMENT

Restrictions, terms and conditions on which the Council is to manage and control the Crown Reserves and Council Reserves

- The Council may continue to delegate all powers and obligations of control and management to a committee of the Council or to a community board.
- Council to have power to:
 - (a) erect new structures, utilities and improvements (also to be vested in the Council) in, on or under the land; and
 - (b) move structures, utilities and improvements owned by the Council to a different location on the land; and
 - (c) otherwise undertake such other matters as the Council considers necessary or desirable for the purpose of managing the Reserve; and
 - (d) charge for the use of facilities and lease and grant easements over any part of the Crown Reserves and the Council Reserves and to manage expenditure and revenue relative to the Crown Reserves and Council Reserves and the structures, utilities and improvements on the land; and
 - (da) regulate public access to and all activities on a Crown Reserve or Council Reserve as if it were a reserve under the Reserves Act 1977;

without first having to obtain the consent of the Ngāti Tūrangitukua Charitable Trust, provided that the Council will:

- (e) in respect of the Specified Council Reserves, inform the Ngāti Tūrangitukua Charitable Trust of any such significant matters; and
- (f) in respect of the other Council Reserves and the Crown Reserves consult with the Ngāti Tūrangitukua Charitable Trust in relation to all such significant matters and will have particular regard to its views.

- Council to exempt the land from rates for so long as it is controlled and managed as if it were a reserve.
- The content of *clauses 7.2.5(f), 7.2.6, 7.2.7 and 7.2.8* are deemed to be set out in this Attachment.
- The Council assumes all liability and responsibility for any losses, claims or actions arising out of any act or omission of the Council, its agents, lessees, licencees or invitees which would otherwise be suffered by or taken against the Ngāti Tūrangitukua Charitable Trust as owner of the land.”