

NGĀTI KURI

AND

TE MANAWA O NGĀTI KURI TRUST

AND

THE CROWN

**DEED TO AMEND
NGĀTI KURI
DEED OF SETTLEMENT**

Ngan
Wah

1 BACKGROUND

- A. Ngāti Kuri and the Crown are parties to a Deed of Settlement dated 7 February 2014 ("**Deed of Settlement**").
- B. The governance entity approved by Ngāti Kuri is Te Manawa O Ngāti Kuri Trust (refer clause 1.52 of the Deed of Settlement).
- C. The governance entity and the Crown wish to enter this deed to formally record certain amendments to the Deed of Settlement, in accordance with clause 4.1 of the General Matters Schedule to the Deed of Settlement.

IT IS AGREED as follows:

EFFECTIVE DATE OF THIS DEED

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

AMENDMENTS TO THE DEED OF SETTLEMENT

- 1.2 The Deed of Settlement:
 - 1.2.1 is amended by making the amendments set out in Schedule 1, Appendix 1, Appendix 2 and Appendix 3; but
 - 1.2.2 remains unchanged except to the extent provided by this deed.

DEFINITIONS AND INTERPRETATION

- 1.3 Unless the context otherwise requires:
 - 1.3.1 terms or expressions defined in the Deed of Settlement have the same meanings in this deed; and
 - 1.3.2 the rules of interpretation in the Deed of Settlement apply (with all appropriate changes) to this deed.

COUNTERPARTS

- 1.4 This deed may be signed in counterparts which together shall constitute one agreement binding on the parties, notwithstanding that both parties are not signatories to the original or same counterpart.

2
JG
WLB

DEED TO AMEND NGĀTI KURI DEED OF SETTLEMENT

SIGNED as a Deed to Amend on

10 September

2014

SIGNED for and on behalf of
THE CROWN by the Minister for Treaty of
Waitangi Negotiations, in the presence of:

Christopher Finlayson

Honourable Christopher Finlayson

B. Consigned

Signature of Witness

BERNADETE CONSIGNÉ

Witness Name

PRIVATE SECRETARY

Occupation

WELLINGTON

Address

SIGNED by the Trustees of
TE MANAWA O NGĀTI KURI TRUST,
in the presence of:

Abbey Subritzky Brown

Abbey Subritzky Brown

[Signature]

Signature of Witness

Craig Turner

Witness Name

Manager

Occupation

18A Masfield St, Howick

Address

Kahuipani Petera

Sheridan Aroha Waitai

Tom Petricevich

Donna Marie Smith

Graeme Neho

Lillian Grace Karaka

Walter John Wells

Henri Jacques Burkhardt

Charlie Kyle Sucich

Toka Maaka

[Handwritten initials]

SCHEDULE 1

AMENDMENTS TO THE DEED OF SETTLEMENT

Deed of Settlement

Current Part and clause reference	Amendment
Part 1, clause 1.53	Replace clause 1.53 with the following: "1.53 Each majority referred to in clause 1.52 is of valid votes cast in a ballot by eligible members of Ngāti Kuri."
Part 1, clauses 1.55.1 to 1.55.2	Replace clauses 1.55.1 to 1.55.2 with the following: "1.55.1 with the ratification and approvals of Ngāti Kuri referred to in clause 1.52;" 1.55.2 with the governance entity's approval referred to in clause 1.54; and
Part 9, clause 9.1	Replace clause 9.1 with the following: "9.1 The Crown will pay the governance entity on the cash payment date \$3,978,900, being the financial and commercial redress amount of \$21,040,000 less: 9.1.1 the on-account payment of \$10,000,000 referred to in clause 9.2; and 9.1.2 \$7,061,100 being the total transfer values of the commercial redress properties being transferred to the governance entity on the settlement date."
Part 11, clauses 11.2 to 11.5	Replace clauses 11.2 to 11.5 with the following: "11.2 The Crown must pay to the governance entity: 11.2.1 on the cash payment date, interest on the following amounts: (a) \$21,040,000, being the financial and commercial redress amount; and (b) \$11,040,000, being the financial and commercial redress amount less the on-account payment amount; and 11.2.2 on the settlement date, interest on the amount of \$7,061,100, being the total transfer values of the commercial redress properties being transferred to the governance entity on the settlement date. 11.3 The interest under clause 11.2.1(a) is payable for the period: 11.3.1 beginning on 16 January 2010 being the date of the Te Hiku agreement in principle; and 11.3.2 ending on the day before the on-account payment is made in accordance with clause 9.2. 11.4 The interest under clause 11.2.1(b) is payable for the period: 11.4.1 beginning on the date the on-account payment is made in accordance with clause 9.2; and 11.4.2 ending on the day before the cash payment date. 11.5 The interest under clause 11.2.2 is payable for the period:

DEED TO AMEND NGĀTI KŪRI DEED OF SETTLEMENT

Current Part and clause reference	Amendment
	<p>11.5.1 beginning on the cash payment date; and</p> <p>11.5.2 ending on the day before the settlement date."</p>

General Matters Schedule

Current Part and clause reference	Amendment
Part 5, defined terms	<p>After the definition of "business day", insert a new definition of "cash payment date" as follows:</p> <p>"cash payment date means a date that is:</p> <p>(a) no later than ten (10) business days after the date the Crown receives a request in writing from the governance entity for the amounts payable by the Crown under clauses 9.1 and 11.2.1; and</p> <p>(b) no earlier than the Crown receives notice in writing from the governance entity that the draft settlement bill is in a satisfactory form for introduction to Parliament; and".</p>
Part 5, defined terms	<p>Replace the definition of "settlement date" with:</p> <p>"settlement date means:</p> <p>(a) the date that is 5 business days after the date of this deed in respect of the on-account payment; and</p> <p>(b) the date that is 60 business days after the date on which the settlement legislation comes into force in respect of:</p> <p>(i) all remaining redress; and</p> <p>(ii) interest on the amount referred to in clause 11.2.2; and"</p>

Documents Schedule

Current Part and clause reference	Amendment
Part 5.18	After 5.17, insert new easement instrument, "Kapowairua Easement (shown 'A' on OTS-088-21 and 'D' and 'E' on OTS-088-23)", attached in Appendix 1 to this deed to amend.

Attachments Schedule

Current Part and clause reference	Amendment
Part 2.2	Replace the deed plan of "Tirirangi Urupā (OTS-088-21)" with the deed plan attached in Appendix 2 to this deed to amend.
Part 2.2	Replace the deed plan of "Kapowairua (OTS-088-23)" with the deed plan attached in Appendix 3 to this deed to amend.



APPENDIX 1: KAPOWAIKUA EASEMENT (SHOWN 'A' on OTS-088-21 and 'D' AND 'E' ON OTS-088-23)

Form 3
**Easement instrument to grant easement or *profit à prendre*,
 or create land covenant**

Sections 90A and 90F, Land Transfer Act 1952

Land registration district

North Auckland

BARCODE

Grantor

Surname must be underlined

TRUSTEES OF TE MANAWA O NGĀTI KURI TRUST

Grantee

Surname must be underlined

HER MAJESTY THE QUEEN in right of New Zealand acting by and through the MINISTER OF CONSERVATION

Grant* of easement or *profit à prendre* or creation or covenant

The Grantor, being the registered proprietor of the servient tenement set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this

day of

20

Attestation

_____ Signature [common seal] of Grantor	Signed in my presence by the Grantor _____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> _____ <i>Witness name</i> _____ <i>Occupation</i> _____ <i>Address</i>
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_____ Signature [common seal] of Grantee	Signed in my presence by the Grantee _____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> _____ <i>Witness name</i> _____ <i>Occupation</i> _____ <i>Address</i>
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Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Grantee

[Handwritten signatures]
 6

**Annexure
Schedule 1**

Easement instrument

Dated

Page 1 of 4 pages

Schedule A

Continue in additional Annexure Schedule if required

Purpose (nature and extent) of easement, <i>profit</i> , or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right to convey water	Shown as 'LB', 'LC' and 'LD' on SO 469373.	Section 15 SO 469373	Section 22 SO 469373
	Shown as 'LE' on SO 469373.	Section 18 SO 469373	

Easements rights and powers (including terms, covenants, and conditions)

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002.

The implied rights and powers **are varied** by the provisions set out in Annexure Schedule 2.

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

**Annexure
Schedule 2**

Easement instrument

Dated

Page 2 of 4 pages

Operative Clause

1. The Grantor transfers and grants to the Grantee in perpetuity the rights in this easement over the Servient Land on the terms, conditions, covenants and restrictions contained in this Easement.

Right to convey water

2. Regulation 3 of the Land Transfer Regulations 2002 is negatived and replaced with the following:

(a) A right to convey water includes the right for the Grantee in common with the Grantor to take, store and convey water in free and unimpeded flow from the source of supply or point of entry, including the water tank and pipelines through the easement facility and over the Servient Land to the Dominant Land.

(b) The right to take, store and convey water in free and unimpeded flow is limited to the extent required by any period of necessary cleansing, renewal, modification, or repair of the easement facility.

(c) The easement facility referred to in subclause (a) is the easement facility laid or to be laid on or along the stipulated course or stipulated area.

(d) The Grantor must not do and must not allow to be done anything on the Servient Land that may cause the purity or flow of water in the water supply system to be diminished or polluted.

Access

3. Regulation 12 of the Land Transfer Regulations 2002 is negatived and replaced with the following: The Grantee has a right of access along such parts of the Servient Land with or without vehicles, plant and equipment for the purpose of allowing the Grantee to exercise any of the rights granted under this Easement, together with the right to upgrade or replace the easement facility at any time provided that:

(a) except in the case of emergency no such rights of access will be exercised without the prior consent of the Grantor; and

(b) in exercising such rights of access the Grantee shall use reasonable endeavours to minimise and avoid any unnecessary damage to the Servient Land and shall immediately reinstate the Servient Land or any improvements thereon (including restoring the surface thereof and replanting vegetation) where any damage is caused in the process of exercising the right of access; and

(c) if the Grantee fails within six months after the date when written notice of such damage is provided by the Grantor to the Grantee to reinstate the Servient Land and any improvements thereon (including destroying the surface thereof and replanting vegetation), the Grantor may, after first having given the Grantee at least one month's

8


**Annexure
Schedule 2**

Easement instrument

Dated

Page 3 of 4 pages

written notice of its intention to do so, undertake the necessary work and recover costs for this work from the Grantee.

Erection of Notice etc

4. The Grantee may take such measures as it reasonably thinks necessary for the safety of persons or property on or about the Servient Land including without limitation the right to erect fences, barriers and signs and notices warning of any danger. The Grantee must obtain the Grantor's prior written consent before taking any such measures.

Grantor's Consent

5. In all cases where the prior consent or approval of the Grantor is required under this Easement such consent shall not be unreasonably withheld, delayed or granted upon unreasonable conditions.

Application for Resource Consents

6. The Grantee may from time to time to apply for any resource consents and any other statutory consents required for the purposes of the exercise of any of the Grantee's rights under this Easement in the same manner as if it were a registered proprietor of the Servient Land provided that it shall at the time of making the relevant application forward a copy to the Grantor and the Grantor shall provide, upon written request from the Grantee, at the reasonable cost of the Grantee, a reasonable degree of cooperation. Where any relevant application would not result in the Grantee obtaining any additional rights or powers over and above those held by it pursuant to its existing resource consents or other statutory consents or the provisions of this Easement then the Grantor must not lodge any objection to such application.

Equipment Property of Grantee

7. The Equipment constructed or installed by the Grantee on the Servient Land shall remain the property of the Grantee and may at any time be removed by it PROVIDED THAT any damage caused by such removal shall immediately be remedied by the Grantee at its cost. If within six months after the date when written notice of such damage is provided to the Grantee it fails to remedy such damage, the Grantor may, after first having given the Grantee at least one month's written notice of its intention to do so, remedy all or any of the damage and recover costs for this from the Grantee.

Minimisation of Disruption

8. Regulation 10 (3) of the Land Transfer Regulations 2002 is negated and replaced with the following: The Grantee shall use all reasonable endeavours to cause as little disturbance and disruption to the carrying on of the enjoyment of the Servient Land by the Grantor although the Grantor accepts that this provision shall not prevent, restrict or hinder the Grantee from carrying out its public conservation business in a normal manner consistent with the rights granted to it in this Easement.

**Annexure
Schedule 2**

Easement instrument

Dated

Page 4 of 4 pages

No Fencing Required

9. The Grantee shall not be required to fence any of the Easement Land unless it is required by law, a condition of a resource consent or as a condition required by the Grantor when granting any consent under this Easement where such a condition would be reasonable. If the Grantee is required to fence any of the Easement Land the Grantee shall first consult and agree with the Grantor as to the form, materials and location of such fencing and erect the fence at its cost.

Repair, maintenance, and costs

10. Regulation 11 of the Land Transfer Regulations 2002 is negated and replaced with the following: The Grantee is to repair and maintain the easement facility to a standard suitable for its activities. However, if any repair or maintenance is rendered necessary as a result of any act, omission or neglect by either party then the cost of such maintenance and repair shall be borne by the party that caused the damage.

Surrender of Easement

11. The Grantee may at any time to surrender at its own cost all of the interest granted to it pursuant to this Easement. The Grantor shall execute any easement instrument to surrender easement (or similar document) in a form acceptable to the Grantor upon request by the Grantee.

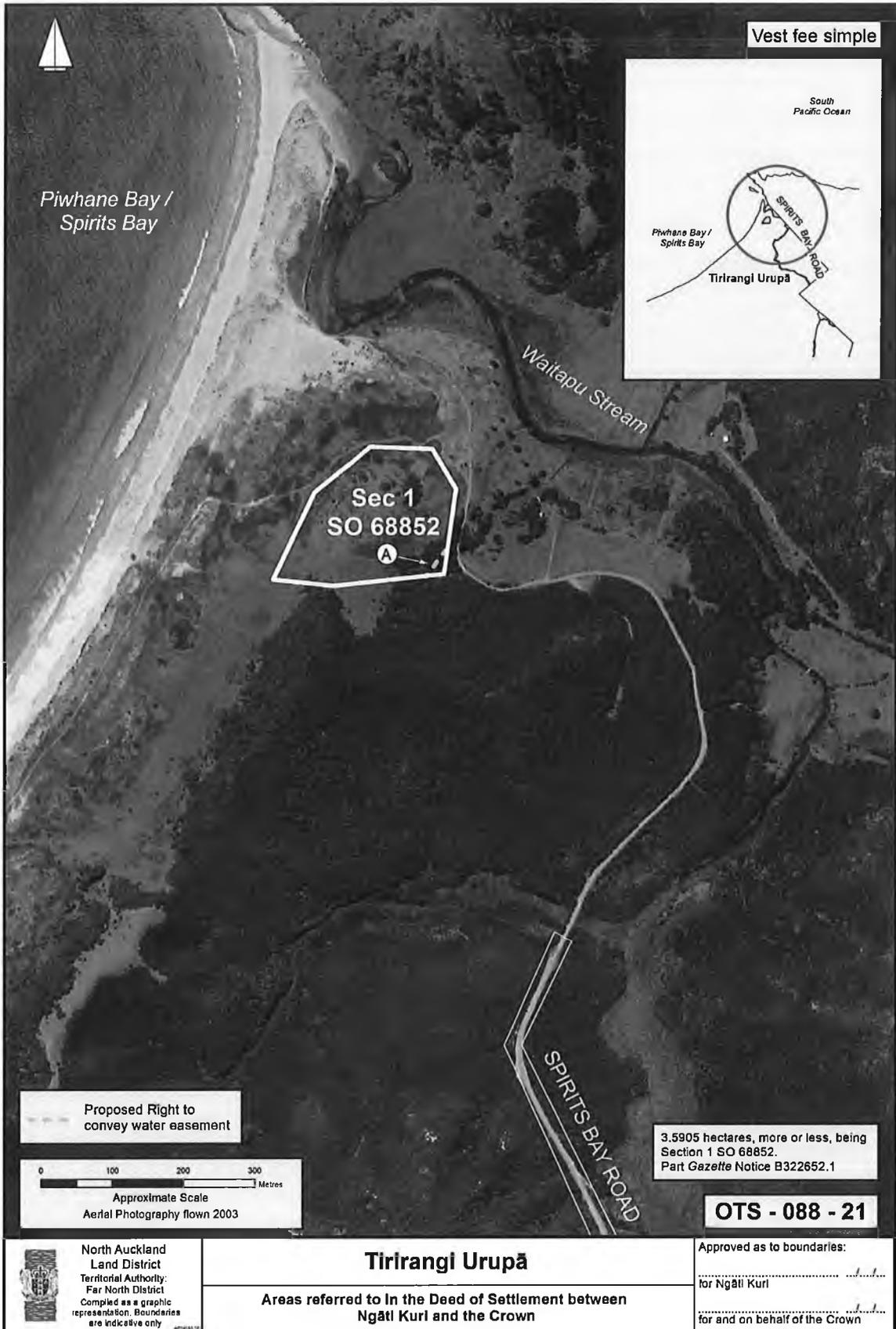
Dispute Resolution

12. Regulation 14 of the Land Transfer Regulations 2002 is negated and replaced with the following:
- (a) If a dispute arises between the Grantor and Grantee concerning the rights created by this Easement the parties shall enter into negotiations in good faith to resolve the dispute.
 - (b) If the dispute cannot be resolved by the parties themselves then they shall explore whether the dispute can be resolved by use of an alternative dispute resolution technique.
 - (c) If the dispute is not resolved within one month of the date on which the parties begin their negotiations the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties, and if one cannot be agreed upon within 14 days, to an independent arbitrator appointed by the President of the New Zealand Law Society, however, the arbitrator shall not be a person who has participated in any informal dispute resolution procedure in respect of the dispute.

Notices

13. All notices and communications under this Easement shall be deemed to have been received when delivered personally, sent by prepaid post or by facsimile to such address as either party shall notify to the other from time to time.

APPENDIX 2: DEED PLAN FOR TIRIRANGI URUPĀ (OTS-088-21)



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

Tirirangi Urupā

Areas referred to in the Deed of Settlement between
Ngāti Kuri and the Crown

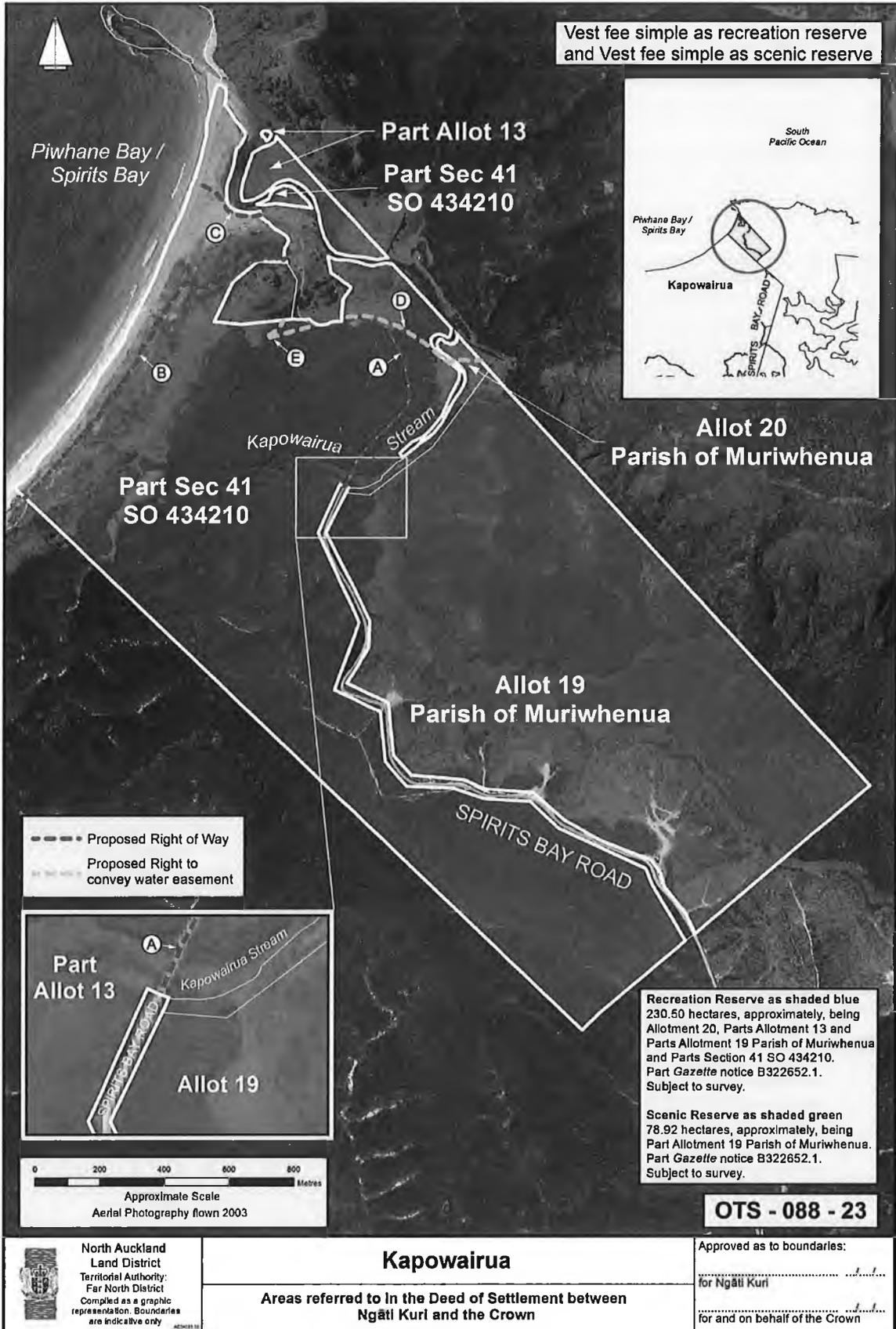
Approved as to boundaries:

for Ngāti Kuri

for and on behalf of the Crown

Handwritten signatures and initials.

APPENDIX 3: DEED PLAN FOR KAPOWAIURUA (OTS-088-23)



12

[Handwritten signatures]