

TE URI O HAU

and

HER MAJESTY THE QUEEN

in right of New Zealand

**DEED OF SETTLEMENT TO
SETTLE TE URI O HAU
HISTORICAL CLAIMS**

13 DECEMBER 2000

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THIS DEED is made on the 13th day of December 2000

BETWEEN

(1) **TE URI O HAU**

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

WHAKATAUKI

Whaia te iti kahurangi
Ki te tuohu koe
Mehe maunga tei tei

Seek ye the treasures of your heart
If you bow your head
Let it be to a lofty mountain

KARAKIA

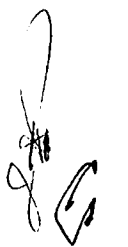
E to matou Matua te Runga – Rawa. Kia tiaho mai tou Maramatanga ki tou iwi pononga e tau nei, e hui tahi ana i raro i nga parirau o tou Arohanoa. Meinga ano kia tu hara kore i roto i te ngakau Ripeneta, mo nga puehu raukawa rauhangatanga i ropia nga haere, i tooku tangi whakaiti, e aroha e pupu ake ana, ka taaka-tahi ki nga putunga kikokiko. Kia whanau hou ai i roto i nga mahi pai a to te wairua kia rite ki te kukupa te hara-kore kia ma kia ma kia rite ki te hakarere te ma kia tu kotahi e Ihoa ki mua i tou aroaro i runga i nga herenga e nga waka, ko koe ano te Pou Herenga e kore e whati i te taanga aroha, ko koe to matou Matua i te Rangi te tahi ano, te pa kaha te piringa e tino tata ana i nga wa katoa.

Heavenly father, let the rays of your light be ever so present upon your servant people assembled here this day.

By their togetherness in the estate of love and true repentance may their sins be relinquished as I on their behalf say, that on many instances due to the sorrows of this world, the dust of remembrance seems to mar the existence of your direction and purpose. Let us be born again in this assembly so that we gather in true voice to accomplish the holy requirements of your domain, and to remember the lesson we learn from the dove. To be pure in heart and soul as like the sparkling snow Lord God, today in your presence we gather in harmony of many religions united in love, to proclaim that you shall be and remain forever, our once and foremost father in Heaven.



DK



BACKGROUND

A Whakapapa

Ko te tupuna taketake o Te Uri o Hau, ko Haumoewaarangi. Ka moe a Haumoewaarangi i a Waihekeao, ka puta ki waho ko a raua tamariki tokowhitu: ko Makawe, ko Mauku, ko Whiti, ko Weka, ko Ruinga, ko Rongo me Hakiputatomuri. Ka puta i a Hakiputatomuri ko nga uri matinitini e mohiotia nei i tenei wa, ko Te Uri o Hau.

According to the traditions of Te Uri o Hau, the eponymous ancestor of Te Uri o Hau is Haumoewaarangi. From the marriage of Haumoewaarangi with Waihekeao came seven offspring: Makawe, Mauku, Whiti, Weka, Ruinga, Rongo and Hakiputatomuri. From Hakiputatomuri came many descendants known to this day as Te Uri o Hau.

B Waiata

Ko etahi o nga korero nui mo Te Uri o Hau, he mea tuku iho ki nga whakatipuranga, i roto i tetahi waiata i waiatatia e ratou, i te wa i takotoria ta ratou tono ki mua o te Ropu Whakamana i te Tiriti i nga tau 1997 me 1998.

Some of the important elements of Te Uri o Hau history as passed down through the generations were included in a waiata which was sung by Te Uri o Hau at the Waitangi Tribunal hearings for Kaipara Stage One in 1997 and 1998.

Haumoewaarangi

Haumoewaarangi te Tupuna kei runga
Nana ka puta Hakiputatomuri
Nana i tapa ana uri whakaheke
Ko nga Uri o Hau e
Ko nga Uri o Hau e

Mangawhai Taporapora Kaipara whakarere wahine
He whakatauiiki o nga Tupuna
He ohaki mo ratou ra
Kua riro i te ripo e
Kua riro i te ripo e

Mahuhu Te Waka i hoea mai ai
aku tini Matua aku tini Tupuna
Mai i Hawaiiiki nui ki te awa o Kaipara

RK

Ko nga Uri O Hau e
Ko nga Uri O Hau e

Tena e nga Uri Hapainga ki runga
Nga whakatauki o nga Tupuna
Mai i Hawaiiiki nui ki te awa o Kaipara
Ko nga Uri O Hau e
Ko nga Uri O Hau e

Aue e rere ra
Aue Aue e rere ra
E te manu ki tona tauranga e
Hi aue Hi

C Te Tiriti O Waitangi/Treaty of Waitangi

Ko te putake o te hono i waenganui o Te Uri o Hau me te Karauna, ka kitea, ko te Tiriti o Waitangi.

“KO WIKITORIA, te Kuini o Ingarani, i tana mahara atawai ki nga Rangatira me nga Hapu o Nu Tirani i tana hiahia hoki kia tohungia ki a ratou o ratou rangatiratanga, me to ratou wenua, a kia mau tonu hoki te Rongo ki a ratou me te Atanoho hoki kua wakaaro ia he mea tika kia tukua mai tetahi Rangatira hei kai wakarite ki nga Tangata maori o Nu Tirani-kia wakaetia e nga Rangatira maori te Kawanatanga o te Kuini ki nga wahikatoa o te Wenua nei me nga Motu-na te mea hoki he tokomaha ke nga tangata o tona Iwi Kua noho ki tenei wenua, a e haere mai nei.

Na ko te Kuini e hiahia ana kia wakaritea te Kawanatanga kia kaua ai nga kino e puta mai ki te tangata Maori ki te Pakeha e noho ture kore ana.

Na, kua pai te Kuini kia tukua a hau a Wiremu Hopihona he Kapitana i te Roiara Nawi hei Kawana mo nga wahi katoa o Nu Tirani e tukua aiane, amua atu ki te Kuini e mea atu ana ia ki nga Rangatira o te wakaminenga o nga hapu o Nu Tirani me era Rangatira atu enei ture ka korerotia nei.

Ko te Tuatahi

Ko nga Rangatira o te Wakaminenga me nga Rangatira katoa hoki ki hai i uru ki taua wakaminenga ka tuku rawa atu ki te Kuini o Ingarani ake tonu atu-te Kawanatanga katoa o o ratou wenua.

Ko te Tuarua

Ko te Kuini o Ingarani ka wakarite ka wakaae ki nga Rangatira ki nga hapu-ki nga tangata katoa o Nu Tirani te tino rangatiratanga o o ratou wenua o ratou kainga me o ratou taonga katoa. Otiia ko nga Rangatira o te Wakaminenga me nga Rangatira katoa atu ka tuku ki te Kuini te hokonga o era wahi wenua e pai ai te tangata nona te Wenua-ki te ritenga o te utu e wakaritea ai e ratou ko te kai hoko e meatia nei e te Kuini hei kai hoko mona.

Ko te Tuatoru

Hei wakaritenga mai hoki tenei mo te wakaetanga ki te Kawanatanga o te Kuini-Ka tiakina e te Kuini o Ingarani nga tangata maori katoa o Nu Tirani ka tukua ki a ratou nga tikanga katoa rite tahi ki ana mea ki nga tangata o Ingarani.

(Signed) William Hobson
Consul and Lieutenant-Governor

Na ko matou ko nga Rangatira o te Wakaminenga o nga hapu o Nu Tirani ka huihui nei ki Waitangi ko matou hoki ko nga Rangatira o Nu Tirani ka kite nei i te ritenga o enei kupu, ka tangohia ka wakaetia katoatia e matou, koia ka tohungia ai o matou ingoa o matou tohu.

Ka meatia tenei ki Waitangi i te ono o nga ra o Pepueri i te tau kotahi mano, e waru rau e wa te kau o to tatou Ariki.

[Ko nga Rangatira o te wakaminenga. E whai ake nei nga tohu ingoa, nga ra me era atu.]”

Te Uri o Hau consider their relationship with the Crown stems from Te Tiriti o Waitangi/the Treaty of Waitangi.

“HER MAJESTY VICTORIA Queen of the United Kingdom of Great Britain and Ireland regarding with Her Royal Favour the Native Chiefs and Tribes of New Zealand and anxious to protect their just Rights and Property and to secure to them the enjoyment of Peace and Good Order has deemed it necessary in consequence of the great number of Her Majesty’s Subjects who have already settled in New Zealand and the rapid extension of Emigration both from Europe and Australia which is still in progress to constitute and appoint a functionary properly authorised to treat with the Aborigines of New Zealand for the recognition of Her Majesty’s Sovereign authority over the whole or any part of those Islands – Her Majesty therefore being desirous to establish a settled form of Civil Government with a view to avert the evil consequences which must result from the absence of the necessary Laws and Institutions alike to the native population and to Her subjects has been graciously pleased to empower and to

authorise me William Hobson a Captain in Her Majesty's Royal Navy Consul and Lieutenant Governor of such parts of New Zealand as may be or hereafter shall be ceded to Her Majesty to invite the confederated and independent Chiefs of New Zealand to concur in the following Articles and Conditions.

Article The First

The Chiefs of the Confederation of the United Tribes of New Zealand and the separate and independent Chiefs who have not become members of the Confederation cede to Her Majesty the Queen of England absolutely and without reservation all the rights and powers of Sovereignty which the said Confederation or Individual Chiefs respectively exercise or possess, or may be supposed to exercise or to possess over their respective Territories as the sole Sovereigns thereof.

Article The Second

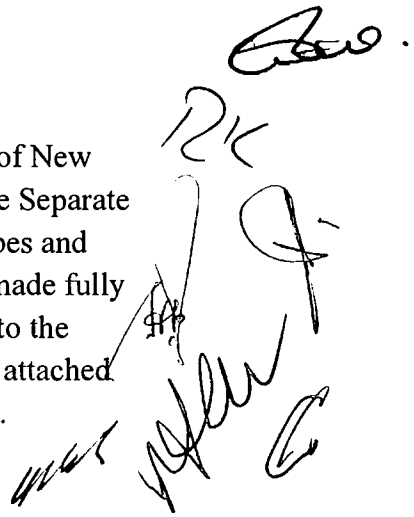
Her Majesty the Queen of England confirms and guarantees to the Chiefs and Tribes of New Zealand and to the respective families and individuals thereof the full exclusive and undisturbed possession of their Lands and Estates Forests Fisheries and other properties which they may collectively or individually possess so long as it is their wish and desire to retain the same in their possession; but the chiefs of the United Tribes and the individual Chiefs yield to Her Majesty the exclusive right of Pre-emption over such lands as the proprietors thereof may be disposed to alienate at such prices as may be agreed upon between the respective Proprietors and persons appointed by Her Majesty to treat with them in that behalf.

Article The Third

In consideration thereof Her Majesty the Queen of England extends to the Natives of New Zealand Her royal protection and imparts to them all the Rights and Privileges of British Subjects.

W. HOBSON Lieutenant Governor.

Now therefore We the Chiefs of the Confederation of the United Tribes of New Zealand being assembled in Congress at Victoria in Waitangi and We the Separate and Independent Chiefs of New Zealand claiming authority over the Tribes and Territories which are specified after our respective names, having been made fully to understand the Provisions of the foregoing Treaty, accept and enter into the same in the full spirit and meaning thereof: in witness of which we have attached our signatures or marks at the places and the dates respectively specified.



Done at Waitangi this Sixth day of February in the year of Our Lord One thousand eight hundred and forty.

[Here follow signatures, dates, etc.]”

D Te Hui Nui Ki Kohimarama/Kohimarama Conference

I te hui nui a nga rangatira i tu ki Kohimarama i te tau 1860, i whakautia te hono i waenganui o Te Uri o Hau me te Karauna. Ko te whakatau a taua hui nui, he whakaritenga tapu te Tiriti o Waitangi. Na Paikea o Te Uri o Hau taua whakatau i whakatakoto ki te minenga. I penei te takoto:

“E whakaae ana tenei Runanga, i te tikanga o nga rangatira i noho ki roto, kua tino whakaae nei-tetahi ki tetahi kia kua rawa he pakanga ketanga i runanga i te kupu kua whakapuakina nuitia mo te mana o te Kuini, mo te whakakotahitanga hoki o nga iwi e rua; a kua-whakaae nei tetahi ki tetahi kia whakahengia nga mahi katoa mana e taka ai ta ratou kawenata tapu, kua whakatakotoria ki konei.”

Na Te Manihera. Ruia i whakatuarua. Ka karanga a Te Makarini, “Ko nga rangatira o te Runanga e whakaae ana ki tenei, me hapai te ringaringa”. Whakaae katoa ana ki taua Kupu-whakatuturu.

Te Uri o Hau consider that their relationship with the Crown was reaffirmed at the Kohimarama conference of chiefs in 1860. A formal resolution of that conference affirmed Te Tiriti o Waitangi/the Treaty of Waitangi as a sacred covenant. That resolution, which was moved by Paikea of Te Uri o Hau, was:

“That this Conference takes cognizance of the fact that the several Chiefs, members thereof, are pledged to each other to do nothing inconsistent with their declared recognition of the Queen’s sovereignty, and of the union of the two races; also to discountenance all proceedings tending to a breach of the covenant here solemnly entered into by them.”

This resolution was seconded by Te Manihera and carried unanimously.

E Te Whaikorero a Paikea/Speech of Paikea

Ko te hononga i roto i nga tau, i waenganui i Te Uri o Hau me te Karauna, he mea nui tenei ki a Te Uri o Hau. I whakaputahia e Paikea enei korero i tana pohiri i te manene i u ki Port Albert i te tau 1862.

Te Uri o Hau consider that they have always been loyal to the Crown. Paikea reflected this when he spoke of Te Uri o Hau encouraging Pakeha settlers to live

among them in welcoming the Port Albert settlers in 1862. One account of Paikea's speech is as follows:

"I now have my heart's desire. I have sold large blocks of land to the government so that my Pakeha brothers may live by me in good friendship and peace. We are all children of the great Queen Victoria. You are my Pakehas and I, and my tribe will ever be ready to protect you with our bodies. You have much to teach us, and you may learn many things from us that will be useful to you. May we be brothers forever. That is the wish of Paikea."

F Nga Korero a-waha he mea tuku iho/Oral History

Ko nga korero tuku iho a Te Uri o Hau e ki ana, i whakanuia peneitia te tino hononga i waenganui o Te Uri o Hau me to Karauna; tuatahi, i waitohungia tetahi whakaritenga ki runga kiri hipi, e ki ana, ka noho haumi raua ki a raua, a, ko te ingoa o taua whakaritenga, ko "Kirihipi Te Tiriti"; tuarua, i tukuna e te Karauna ki a Te Uri o Hau tetahi whakapakoko o Kuini Wikitoria, ka mutu, i ata whakanohia ia ki te wahi nui rawa o runga i te marae o Aotearoa, takiwa ki Otamatea, a kei reira tonu i tenei ra.

The oral history of Te Uri o Hau records that Ngati Whatua (of whom they are part) and the Crown had a special relationship, which was recognised in two distinctive ways. First, by their entering into a separate treaty written on a sheepskin parchment which is known to this day as "Kirihipi Te Tiriti o Ngati Whatua". Secondly, in the presentation by the Crown of a bust of Queen Victoria which is sited in a place of importance at Aotearoa marae, Otamatea, to this day.

G Te Mahere Whakahiato/Development Plan

Ko ta nga Mangai Mana Kokiri o te Uri o Hau titiro, ki te whakataungia nga tono o roto i nga tau a Te Uri o Hau, kua ahei Te Uri o Hau ki te timata i tetahi mahere whakahiato rua tekau ma rima tau nei te titiro, e taea te ahu whakamua o Te Uri o Hau, kia whakarerea nga amuamu o mua ki muri, kia hou atu ki te wa e rite ana ta ratou noho ki te pai o te noho a te iwi whanui puta noa.

The Mandated Negotiators envisage that the settlement of Te Uri o Hau Historical Claims will enable Te Uri o Hau to begin a 25 year development plan to enable Te Uri o Hau people to move away from historical grievances and towards obtaining socio-economic parity with the general population.

H Nga Whakamarama mo nga Whiti Korero/Background to the Negotiations

Kua whakatakotoria etahi o nga tono a Te Uri o Hau ki mua i te aroaro o te Ropu Whakamana i te Tiriti. Ko nga tono nui katoa a Te Uri o Hau, ko WAI 229 me WAI 271, a, i whakatakotoria enei e Russell Kemp i te marama o Akuhata o te tau 1991, me Ross Wright i te marama o Noema o te tau 1991.

Ko te nuinga o nga tono a Te Uri o Hau, i rongoahia e te Ropu Whakamana i te Tiriti mai i te marama o Hune o te tau 1997, tae atu ki te marama o Hurae o te tau 1998, a, hui katoa, ka taka mai ki raro i nga hui me nga korero i puta i te wa o nga hui o Kaipara Wahanga 1. I te taenga ki te ra o te whakaritenga nei, kaore ano kia mahia mai e te Ropu Whakamana i te Tiriti tetahi purongo o ana whainganga.

I whakaritea i te ra 6 o Akuhata o te tau 1999, e Te Uri o Hau me te Karauna, tetahi Tikanga Whiti Korero e tohu ana i te whanuitanga o nga kororerero, tae noa ki nga whainganga me nga huarahi hei whai.

I tae ki te aroaro o te Karauna te korero a nga Mangai Mana Kokiri e whakau ana ta ratou ki, ara, kei a ratou te mana kokiri a Te Uri o Hau i roto i nga whiti korero me te Karauna mo te whakatau i nga tono a Te Uri o Hau.

I tatu ake nga kowhiriwhiringa na te urunga o Te Uri o Hau me te Karauna ki tetahi Whakaaetanga Taketake e tohu ra ana 20 Noema 1999, e ki ana te hopunga a-matapono ka whakaae tahi Te Uri o Hau me te Karauna ki te whakatau i nga Tono Mai o-Mua ma te urunga ki roto i tetahi Whakaritenga Whakataunga.

Ki ta te Karauna, kua whakaae ake nei i pa nga aukati i te whakahiatotanga o te ohanga, te papori, me te ahureanga, e hiahia ana inaianei ki te uru ki tetahi whakaritenga whakataunga e hopu ana i nga tauahua hei whakaoti i te whakatutukitanga a Te Uri o Hau ki te whakataunga. Na te whakaaetanga a Te Uri o Hau ki te mahea, e tumanako ano ana ratou ki te uru atu ki taua whakaritenga whakataunga.

E KI ANA, i raro i te ahua o te mahi ngatahi, te marie me te piripono, ka whakaae tahi Te Uri o Hau me te Karauna ki nga korero e hora ana i roto i tenei whakaaetanga:

I hainatia tenei whakaaetanga i te tekau ma toru o nga ra o Hakihea i te tau rua mano

Several Te Uri o Hau claims have been lodged with the Waitangi Tribunal. The main, overarching Te Uri o Hau claims are Wai 229 and Wai 271, which were

lodged by Russell Kemp in August 1991 and Ross Wright in November 1991, respectively.

Most of the Te Uri o Hau claims were heard before the Waitangi Tribunal from June 1997 to July 1998 as part of the Kaipara Stage 1 Hearings. As at the date of this Deed, the Tribunal has not produced a report of its findings.

Te Uri o Hau and the Crown entered into Terms of Negotiation dated 6 August 1999 which specify the scope, objectives and general procedures for negotiations.

Under the Terms of Negotiation, the Mandated Negotiators confirmed to the Crown that they have a mandate to represent Te Uri o Hau in negotiations with the Crown for settlement of Te Uri o Hau Historical Claims.

Negotiations culminated in Te Uri o Hau and the Crown entering into a Heads of Agreement dated 20 November 1999, recording in principle that Te Uri o Hau and the Crown are willing to settle Te Uri o Hau Historical Claims by entering into a deed of settlement.

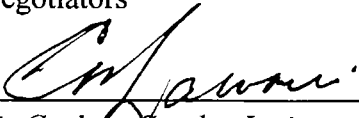
The Crown, having acknowledged that Te Uri o Hau has suffered injustices which impaired Te Uri o Hau economic, social and cultural development, now wishes to enter into a deed of settlement recording the matters required to give effect to a final settlement of Te Uri o Hau Historical Claims. Te Uri o Hau, having agreed to the redress, also wishes to enter into such a deed of settlement.

ACCORDINGLY, in a spirit of co-operation, compromise and good faith, Te Uri o Hau and the Crown agree as set out in this Deed:

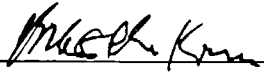
EXECUTED as a deed on the 13th day of December 2000

The bottom of the page contains several handwritten signatures and initials. On the left, there is a large, stylized signature that appears to be 'RWC'. To its right is another signature, possibly 'RW'. Further right, there are initials 'DK' and a cluster of other signatures and initials, including what looks like 'ASB' and 'G'.

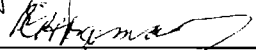
SIGNED for and on behalf of
TE URI O HAU by the Mandated
Negotiators



Sir Graham Stanley Latimer

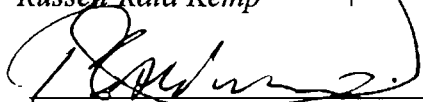
J. Thompson
Te Rauwhera Maunika

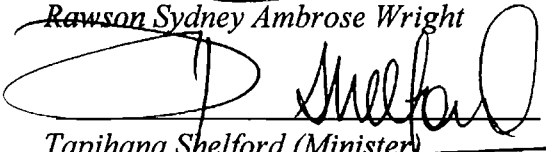

Morehu Kena


Jimmy Maramatanga Connelly


William Harry Pomare


Russell Rata Kemp


Rawson Sydney Ambrose Wright


Tapihana Shelford (Minister)

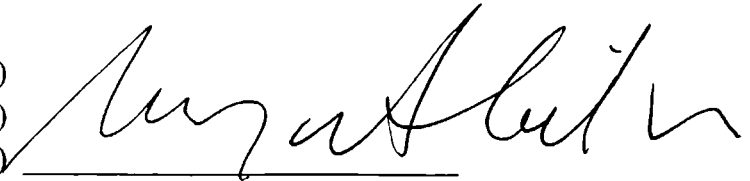
In the presence of:

Name: A K manuka
Occupation: Retired
Address: 75 Tenuis St Dagaville

In the presence of: M. P. Ho
Name: PIRIPi HARTLEX
Occupation: Retired
Address: 2imosston Rd.
Wanganui



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

) 
) _____
) *Honourable Margaret Wilson*

In the presence of:



Name: *Helen Strauss*

Occupation: *Solicitor*

Address: *Wellington*



SECTION 1: SCOPE AND NATURE OF SETTLEMENT**1.1 THIS DEED SETTLES TE URI O HAU HISTORICAL CLAIMS**

This Deed records the mutual agreement of Te Uri o Hau and the Crown to settle *Te Uri o Hau Historical Claims*, which:

- (a) Means all claims made at any time whether before or after this Deed (and whether or not the claims have been researched, registered or notified) by any Te Uri o Hau Claimant that:
 - (i) are founded on rights arising from Te Tiriti o Waitangi/the Treaty of Waitangi, the principles of Te Tiriti o Waitangi/the Treaty of Waitangi, statute, common law (including customary law and aboriginal title), fiduciary duty, or otherwise; and
 - (ii) arise from or relate to acts or omissions before 21 September 1992:
 - (aa) by or on behalf of the Crown; or
 - (bb) by or under legislation; and
- (b) Accordingly includes (without limiting the general wording of *clause 1.1(a)*):
 - (i) All such historical claims to the Waitangi Tribunal that specifically relate to Te Uri o Hau Claimants including:
 - (aa) Wai 229 (Otamatea Lands);
 - (bb) Wai 259 (Tawhiri Pa);
 - (cc) Wai 271 (Pouto Peninsula);
 - (dd) Wai 294 (Pouto Lands);
 - (ee) Wai 409 (Pouto 2E7B2 Block);
 - (ff) Wai 448 (Tuhirangi Block);
 - (gg) Wai 658 (Wai-riri Whanau Trust);
 - (hh) Wai 689 (Pouto Topu A, 2F, 2E7A and 2E6 blocks); and



SCOPE AND NATURE OF SETTLEMENT

- (ii) Wai 721 (Kaipara Lands and Resources); and
- (ii) All other such historical claims to the Waitangi Tribunal so far as they relate to Te Uri o Hau Claimants including:
 - (aa) Wai 121 (Ngati Whatua Lands and Fisheries);
 - (bb) Wai 303 (Te Runanga o Ngati Whatua);
 - (cc) Wai 468 (Ngapuhi Whanui Trust);
 - (dd) Wai 688 (Nga Hapu o Whangarei);
 - (ee) Wai 719 (Kaipara Land and Resources Pirika Ngai Whanau);
and
 - (ff) Wai 861 (Tai Tokerau District Maori Council); and
- (c) Also means all claims made at any time whether before or after this Deed by any Te Uri o Hau Claimant that are founded on rights arising from the Mangawhai Deed, being the deed dated 3 March 1854 between the vendors of the Mangawhai Block and the Crown, or on a breach or alleged breach by the Crown of its obligations under the Mangawhai Deed, whether or not the rights arise, or the breach or alleged breach occurs, before, on or after 21 September 1992.

1.2 MEANING OF TE URI O HAU CLAIMANT

1.2.1 Definition of Te Uri o Hau Claimant

In the definition of *Te Uri o Hau Historical Claims* in clause 1.1, and in this Deed generally, *Te Uri o Hau Claimant* means any of the following:

- (a) Te Uri o Hau;
- (b) Te Uri o Hau marae at Otamatea, Waikaretu, Oruawharo, Arapaoa, Waiotea, Parirau, Ripia, Te Kowhai, Nga Tai Whakarongorua, Oturei, Te Pounga, Naumai, Rawhitiara and Waiohou;
- (c) One or more individuals, families, or tribal groups of Te Uri o Hau making a claim as Te Uri o Hau, or as a part of Te Uri o Hau, or as individual Maori without reference to Descent from a particular tribal group; but, for the avoidance of doubt, does not include any such individual, family, or tribal group making a claim on the basis of Descent from a tribal group other than Te Uri o Hau;



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- (d) Te Uri o Hau Governance Entity;
- (e) TUOH Company Limited;
- (f) A person acting on behalf of any one or more persons or groups referred to in paragraphs (a) to (e) above; and
- (g) A person acting on behalf of any one or more persons who comprise any part of the groups referred to in paragraphs (a) to (e) above, or are members of those groups, or are beneficiaries of them.

1.2.2 Related definitions

For the purposes of the definition of *Te Uri o Hau Claimant* in *clause 1.2.1*, and in this Deed generally, the following terms or expressions have the following meanings:

Te Uri o Hau means every individual who can trace Descent from one or more ancestors who Exercised Customary Rights:

- (a) Arising from Descent from:
 - (i) Haumoewaarangi; and/or
 - (ii) The tribal groups of Te Uri o Hau, Ngai Tahu, Ngati Tahinga, Ngati Rangi, Ngati Mauku, Ngati Kauae, Ngati Kaiwhare, and Ngati Kura; and
- (b) Predominantly within Te Uri o Hau Area of Interest from 1840;

Descent means direct descent by birth or adoption. In relation to descent from a tribal group, Descent means direct descent by birth or adoption from the acknowledged founding ancestor or ancestors of that tribal group; and

Exercised Customary Rights with respect to an area means exercised rights to that area according to Maori customary law, including through:

- (a) Occupancy;
- (b) Use and stewardship of lands or resources;
- (c) Burial; and/or
- (d) Affiliation to marae within the area.



1.3 RELATIONSHIP TO CERTAIN RIGHTS

Te Uri o Hau and the Crown acknowledge that this Settlement:

- (a) is intended to enhance the ongoing relationship between Te Uri o Hau and the Crown in terms of Te Tiriti o Waitangi/the Treaty of Waitangi;
- (b) Except as expressly provided in this Deed, is not intended to derogate from any rights or powers any Te Uri o Hau Claimant or the Crown might have arising from Te Tiriti o Waitangi/the Treaty of Waitangi, the principles of Te Tiriti o Waitangi/the Treaty of Waitangi, statute, common law (including customary law and aboriginal title), fiduciary duty, or otherwise;
- (c) Is not intended to affect any decision of the Treaty of Waitangi Fisheries Commission either:
 - (i) Under the Maori Fisheries Act 1989; or
 - (ii) In respect of the Deed of Settlement between Maori and the Crown dated 23 September 1992 or the Treaty of Waitangi Fisheries Claims Settlement Act 1992; or
- (d) Does not extinguish any right which any person has to redress under the Maori Reserved Land Amendment Act 1997.

1.4 ABORIGINAL TITLE AND CUSTOMARY RIGHTS NOT AFFECTED BY SETTLEMENT

Te Uri o Hau and the Crown acknowledge that:

- (a) Nothing in this Deed extinguishes any aboriginal title or customary rights that Te Uri o Hau may have or constitutes or implies any acknowledgement or acceptance by the Crown that such title or rights exist either generally or in any particular case, but this clause does not limit *clause 1.1 or clause 1.5*; and
- (b) The Settlement:
 - (i) Is not intended to prevent any Te Uri o Hau Claimant from pursuing claims against the Crown based on aboriginal title or customary rights which do not come within the definition of Te Uri o Hau Historical Claims or to prevent the Crown from disputing such claims or the existence of such title or rights; but



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- (ii) Is intended to prevent any Te Uri o Hau Claimant from pursuing claims against the Crown (including claims based on aboriginal title or customary rights) if such claims come within the definition of Te Uri o Hau Historical Claims, such claims having been settled in accordance with *clauses 1.1 and 1.5*.

1.5 NATURE OF SETTLEMENT**1.5.1 Settlement**

Te Uri o Hau and the Crown agree that this Deed settles Te Uri o Hau Historical Claims.

1.5.2 Release

From the Settlement Date, Te Uri o Hau releases and discharges the Crown from any obligations, liabilities and duties in respect of Te Uri o Hau Historical Claims.

1.5.3 Te Uri o Hau acknowledgements

Te Uri o Hau acknowledges that:

- (a) The Crown has acted honourably and reasonably in relation to the Settlement;
- (b) The Settlement is final;
- (c) The Settlement is for the benefit of Te Uri o Hau; and
- (d) The Settlement Legislation will provide for the removal of the jurisdiction of the Courts, the Waitangi Tribunal, and any other judicial body or tribunal to consider Te Uri o Hau Historical Claims, and the lifting of certain statutory protections, in accordance with *Section 9*.

1.6 MUTUAL ACKNOWLEDGEMENTS

Te Uri o Hau and the Crown acknowledge:

- (a) That the Settlement represents the result of extended negotiations conducted in good faith and in a spirit of co-operation and compromise;
- (b) The difficulty in assessing redress for the loss and prejudice suffered by Te Uri o Hau;
- (c) That it is not possible to fully compensate Te Uri o Hau for all loss and prejudice suffered;



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- (d) That this forgoing of compensation by Te Uri o Hau is intended to contribute to the development of New Zealand;

and that, taking all matters into consideration (some of which are specified in this *clause 1.6*), the Settlement is fair in the circumstances.

1.7 REDRESS FROM CROWN

1.7.1 Summary of redress

The redress provided or to be provided by the Crown includes:

- (a) The apology by the Crown given under *Section 3*;
- (b) Financial and Commercial redress totaling \$15.6 million to be comprised of cash and the transfer to Te Uri o Hau Governance Entity of certain Commercial Redress Properties as specified in *Sections 6 and 7*;
- (c) The Granting of rights of first refusal in favour of Te Uri o Hau Governance Entity over RFR Properties in the RFR Area as specified in *Section 8*; and
- (d) Cultural redress as specified in *Sections 4 and 5*, including:
- (i) The Vesting in Te Uri o Hau Governance Entity the following properties as specified in *Section 4* (Cultural Redress Properties):
- (aa) part of Pukekaroro Scenic Reserve, subject to a Protected Private Land Agreement;
- (bb) part of Pukeareinga Scenic Reserve, subject to a Conservation Covenant;
- (cc) Whakahuranga Pa site;
- (dd) Oteono, within the Pouto Conservation Area;
- (ee) Whakapirau, within the Rocky Point Marginal Strip;
- (ff) Part of the Okahukura Conservation Area;
- (gg) Hokarako Conservation Area;
- (hh) part of the bed of Lake Humuhumu;



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- (ii) land at Pouto Road End;
 - (jj) the Wahi Tapu sites in the Pouto Forest; and
 - (kk) Pou Tu O Te Rangi, subject to the appointment of a joint Te Uri o Hau and Kaipara District Council administering body to administer the site as a historical reserve under the Reserves Act 1977;
-
- (ii) An Acknowledgement of Te Uri o Hau Values in respect of each Kirihipi Overlay Area, being Pouto Stewardship Area and Manukapua Government Purpose (Wildlife Management) Reserve;
 - (iii) A Statutory Acknowledgement of Te Uri o Hau special association with the Statutory Areas, being Pouto Stewardship Area, Oruawharo River Stewardship Area, Mangawhai Marginal Strip, and that part of Pukekaroro Scenic Reserve not vested in Te Uri o Hau Governance Entity;
 - (iv) Entering into Deeds of Recognition for each area over which a Statutory Acknowledgement is given;
 - (v) An Acknowledgement of Te Uri o Hau special association with the Coastal Areas, being the Kaipara Harbour and its tributaries and the Mangawhai Harbour;
 - (vi) The granting of renewable Nohoanga Entitlements over the Nohoanga Sites, being situated near Lake Mokeno, Lake Whakaneke and the Kaipara Harbour (Te Taa Hinga);
 - (vii) The granting of a right of way to the owners of Pouto 2E7B2 block to provide access to Pouto 2E7B2 block;
 - (viii) Provision for the issue of Protocols by the Minister of Conservation, the Minister of Fisheries, the Minister of Energy, and the Minister for Arts, Culture and Heritage, which set out how the relevant department/ministry will exercise its functions, powers and duties in relation to specified matters, interact with Te Uri o Hau, and provide for Te Uri o Hau input into decision-making processes;
 - (ix) The appointment of Te Uri o Hau Governance Entity as an advisory committee to provide advice to the Minister of Fisheries on all matters concerning the utilisation, while ensuring sustainability of



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fish, aquatic life and seaweed within Te Uri o Hau Fisheries Advisory Area;

- (x) An Acknowledgement of Te Uri o Hau customary non-commercial interest in Toheroa in Te Uri o Hau Fisheries Protocol Area;
- (xi) An Acknowledgement of Te Uri o Hau customary non-commercial interest in the Shark, Ray, Flounder, Snapper, Kahawai and Mullet fisheries in the Te Uri o Hau Fisheries Advisory Area;
- (xii) A right of first refusal over an amount of quota for certain shellfish species, being Toheroa, Tuatua, Purimu and Papaka;
- (xiii) Agreement to discuss and/or consider certain proposals from Te Uri o Hau Governance Entity relating to Eel fisheries;
- (xiv) Agreement that:
 - (aa) within 18 months of the Settlement Date, the Minister of Fisheries will recommend to the Governor-General regulations to provide for exclusive non-commercial customary food gathering by Te Uri o Hau in the Oyster Reserves and the establishment of a management structure that will, among other things, be able to request the Minister of Fisheries to make regulations to allow the commercial taking of oysters within the Oyster Reserves; and
 - (bb) Te Uri o Hau Governance Entity will be consulted on the development of these regulations;
- (xv) An Acknowledgement of Te Uri o Hau special association with the Indigenous Species;
- (xvi) A commitment to endeavour to procure an agreement with the owner of the fee simple title to Lot 1 DP187903 to grant Te Uri o Hau Governance Entity a right of way over Lot 1 DP187903 (to Pihaha);
- (xvii) A commitment (which has already been met) by the Minister in Charge of Treaty of Waitangi Negotiations to write to the Northland Regional Council, the Auckland Regional Council, the Kaipara District Council and the Rodney District Council encouraging each Council to enter into a memorandum of understanding with Te Uri o



Hau Governance Entity in relation to interaction between the Council and Te Uri o Hau; and

(xviii) Changes to certain place and reserve names.

1.7.2 General description only

Clause 1.7.1 contains a general description of the redress to be provided pursuant to this Deed and is not intended to modify or affect the interpretation of the specific provisions of this Deed. If there is any discrepancy between *clause 1.7.1* and the provisions elsewhere in this Deed, those provisions elsewhere in this Deed shall prevail.

1.7.3 Defined terms

Words and phrases appearing in *clause 1.7.1* with capitalised initial letters and which are not defined in *clauses 1.2 or 13.1* are defined in the Section or clause of this Deed in which the substantive provisions, which are summarised in *clause 1.7.1*, appear, and are intended to have the same meaning in *clause 1.7.1* as they have in the Section or clause in which they are defined.



SECTION 2: AUTHORITY TO ACT FOR TE URI O HAU**2.1 TE URI O HAU GOVERNANCE ENTITY****2.1.1 Establishment of Te Uri o Hau Governance Entity**

Te Uri o Hau agree, as soon as reasonably practicable after the date of this Deed, and in any event within 6 months of the date of this Deed:

- (a) To procure the establishment of a body which the Crown is satisfied:
 - (i) Is an appropriate body to which the Crown will provide the redress under this Deed (except for the redress provided under *clause 5.5.1*); and
 - (ii) Has been ratified by Te Uri o Hau (by a process agreed by Te Uri o Hau and the Crown) as an appropriate body to receive that redress; and
 - (iii) Has a structure that provides for:
 - (aa) representation of all members of Te Uri o Hau;
 - (bb) transparent decision-making and dispute resolution processes; and
 - (cc) full accountability to Te Uri o Hau; and
- (b) To procure the execution by Te Uri o Hau Governance Entity of a Deed of Covenant in the form set out in *Schedule 2.1*.

2.1.2 Redress to be provided to Te Uri o Hau Governance Entity

Te Uri o Hau agree that the Crown will provide the redress referred to in this Deed (except for the redress provided under *clause 5.5.1*) to Te Uri o Hau Governance Entity on the terms set out in this Deed.

2.1.3 Settlement for the benefit of Te Uri o Hau

Te Uri o Hau and the Crown intend that:

- (a) The rights and obligations on the part of Te Uri o Hau Claimants in this Deed are for the benefit of, and binding upon, Te Uri o Hau and
- (b) Except as provided in *clause 5.5.1*, the Settlement is not for the benefit of any individual, particular whanau, particular marae, particular hapu (except



to the extent that, after the Settlement Date, Te Uri o Hau Governance Entity determines in accordance with its relevant governance procedures).

2.1.4 Not conditional

Clause 10.1.1 (which provides that this Deed is conditional) does not apply to *clauses 2.1.1*.

2.2 RATIFICATION OF SETTLEMENT AND MANDATE TO SIGN DEED

By execution of this Deed:

(a) Te Uri o Hau confirm that:

- (i) the contents of this Deed were ratified by Te Uri o Hau by a ballot of members of Te Uri o Hau aged 18 and over from 17 October 2000 to 14 November 2000, which approved the acceptance of the Settlement by a majority vote in favour of 82.6%; and
- (ii) as a result of the ratification, each Mandated Negotiator has been given a mandate from Te Uri o Hau to sign the Deed on behalf of Te Uri o Hau; and

(b) The Crown confirms that it is satisfied with that:

- (i) ratification; and
- (ii) mandate.

2.3 APPOINTMENT OF AGENT

2.3.1 Te Uri o Hau agent

Te Uri o Hau appoint David V. Williams or, on his death or incapacity, Esther Gray and William Wright together as its agent to agree a process for the establishment of Te Uri o Hau Governance Entity under *clause 2.1.1*, to give and receive any notice or other communication, to exercise any election or other right under this Deed, to waive any provision of the Deed or to agree to any amendment of this Deed on behalf of Te Uri o Hau.

2.3.2 Te Uri o Hau Governance Entity

Upon execution by Te Uri o Hau Governance Entity of the Deed of Covenant in accordance with the provisions of *clause 2.1.1*, the appointments under *clause 2.3.1* will automatically terminate and all powers of David V. Williams, Esther



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Gray and William Wright under *clause 2.3.1* shall vest in Te Uri o Hau Governance Entity.


4

SECTION 3: HISTORICAL ACCOUNT, CROWN'S ACKNOWLEDGEMENTS AND APOLOGY

3.1 HISTORICAL ACCOUNT

The apology from the Crown to Te Uri o Hau is based on the following historical account.

Land Claims Commission

Te Uri o Hau participated in several transactions that were claimed to have been purchases made by individual Europeans in the Kaipara area in 1839 and 1840. Te Uri o Hau participants in these transactions sought to promote settlement and trade opportunities by entering into these transactions.

The Land Claims Commission was established to investigate land transactions that occurred in New Zealand prior to 14 January 1840, in order to determine whether they were equitable. Between 1841 and 1844, the Commission heard claims relating to land in which Te Uri o Hau had interests. The Land Claims Commission inquired into whether a transaction occurred or not, and generally validated those claims where Maori supported the transaction, but did not explore possible broader Maori expectations regarding the transactions.

Four of these claims were further considered by the Bell Commission in the 1850s. Two of those claims were not pursued by the settler claimants, but the Crown provided some compensation to the settlers for previous outlay and made further payments to Maori. In respect of the two claims that were pursued, the Commissioner made awards of land to the European claimants. Approximately 6,000 acres of the land under claim was retained by the Crown as surplus. Of this 6,000 acres, the Crown later purchased approximately 5,400 acres of the same area from Maori.

Te Kopuru Land

In 1842, the Protector of Aborigines prevailed upon chiefs of Te Uri o Hau and Nga Puhi to cede an area of land as restitution for the plunder of the store of a local resident. Maori suspected that the storeowner had desecrated an urupa and removed human remains. Representative chiefs selected an area of land at Te Kopuru for this purpose. The Crown made no payment for the land and retained the area as punishment for the plunder. Uncertainty surrounded the boundaries of the ceded block and the area does not appear to have been surveyed until 1857, when land to the south of Te Kopuru was purchased by the Crown. It is estimated that the block contained 6,000 – 8,000 acres.



Pre-1865 Purchases

The first Crown purchases involving Te Uri o Hau land occurred in 1854. By 1865, approximately 300,000 acres in the northern Kaipara area had been alienated.

These early Crown purchases were characterised by the following features:

- inter-iwi rivalry between the groups of Nga Puhi/Te Parawhau and Te Uri o Hau/Ngati Whatua with regard to the ownership of blocks that the Crown sought to purchase;
- approximately 60% of land in the northern Kaipara area in which Te Uri o Hau had interests was purchased before 1865; and
- only one small reserve was set aside out of the twelve purchases made in the Otamatea area in which Te Uri o Hau had interests. The two reserves made in the purchases of blocks on the Pouto peninsula were almost entirely alienated within a few years of their exclusion from the purchases.

The Crown's purchase in 1854 of the Mangawhai block was notable in that the Deed stated that "ten per cent. of the proceeds of the sale of this block of land by the Queen is to be expended for the benefit of the Natives". There was performance of this clause up to 1874. No further payments were made after this date.

The Operations of the Native Land Laws and Purchases 1871-1900

The Native Land Court began title investigation in the Kaipara area from 1864 onwards. A number of mostly small blocks in which Te Uri o Hau had an interest, were heard by the Court in the late 1860s and early 1870s in the Otamatea region. Little land was alienated during this time and revenue was generated through leasing the land.

By the late 1870s/early 1880s, Te Uri o Hau use of the Court was restricted to blocks of land that they intended to sell. Te Uri o Hau subsequently introduced to the Court, and sold, large areas.

The complexity of the Native land laws was an issue in the sale of the Okahukura block. Te Uri o Hau non-seller Hemana Whiti agreed to the transfer of the block after reaching an agreement with the private purchaser. He witnessed and signed agreement documented that 100 acres was to be reconveyed to Hemana Whiti subsequent to the block's sale. The Court's inability to give legal recognition to this agreement due to a provision in the Native Land Act 1873, however, saw Hemana Whiti evicted from his land and his property destroyed. Successive governments did not intervene in this legal dispute.



Advance payments were made by the Crown to rangatira of Te Uri o Hau prior to title investigation by the Native Land Court, in an attempt to secure the purchase of blocks following the determination of title. Such payments occurred, for example, in Crown purchases of the Tikinui block and Pouto Point.

Reserves set aside in land purchases in which Te Uri o Hau had an interest often included wahi tapu sites and several reserves were made inalienable but were subsequently alienated. Additionally, some of the reserves were awarded exclusively to individual Maori, thus leaving the reserves subject to partition and succession. The consequence of this was fragmentation.

The Validation Court, which was established to hear claims from those seeking to "validate" incomplete dealings in Maori land, investigated the alleged purchase of 2,200 acres of Pouto land in 1893 and 1897. The operative land legislation enabled the Validation Court to rule in favour of a provisional and disputed purchase agreement between a settler and Te Uri o Hau, and allow it to be validated despite strong objections from Te Uri o Hau.

Desecration of Urupa and other Wahi Tapu

Taonga were taken from wahi tapu in the Wairoa-Kaipara district and the Pouto peninsula without the permission of the tangata whenua despite Maori concerns about the violation of wahi tapu.

Specific legislation to provide some protection for taonga did not exist until 1901. This legislation restricted the export of Maori antiquities.

20th Century Land Administration

The Taitokerau District Maori Land Board was created under the Maori Land Settlement Act 1905. Some Te Uri o Hau land was compulsorily vested in the Land Board after 1905 for lease. Later legislation allowed some land to be sold by the Board without the permission of owners. The mandate of the owners was required in other cases.

Due to the existing private and State lending criteria, attempts to obtain development finance by some Te Uri o Hau landowners were unsuccessful. State funding was provided after 1929 to assist in the economic development of the land in Kaipara.

The operative land administration legislation gave the Minister of Maori Affairs, followed by the Board of Maori Affairs, substantial powers, leaving the landowners with few, if any, legal powers over their own land.



In 1930, all land owned by Maori within the Kaipara area was brought under the provisions of Maori land development legislation. Maori could enter into land development schemes either through station development or smaller individual 'unit' schemes. From the 1940s Maori owners were progressively distanced from the schemes' administration, due to a number of political and economic changes.

Administration and economic difficulties with little immediate prospect of land being released from state control, may have encouraged some landowners to sell their interests in scheme land to the Crown. The Crown actively promoted such sales with legislation to foster 'live buying' of Maori land interests. These interests were retained by the Crown in many instances and later became available for repurchase by the remaining owners.

The long-term benefits of the schemes have been variable. Some of the schemes have had positive outcomes. However, some of the individual 'unit' schemes, in particular, were of limited economic benefit and failed to fulfil owners' expectations.

3.2 NGA WHAKAAETANGA NA TE KARAUNA/ACKNOWLEDGEMENTS BY THE CROWN

E whakaae ana te Karauna ki nga Tono Mai o-Mua a Te Uri o Hau ki nga takahi hoki a te Karauna ki te Tiriti o Waitangi me ona matapono, e whai panga ana ki nga Tono Mai o-Mua a Te Uri o Hau na enei e whai ake nei:

- (a) E mohio ana te Karauna i tohea e Te Uri o Hau ki te tohuhanga me te whakapakari ake i to ratou hononga tahi me te Karauna. Ko te tino take, ko nga hokonga whenua tomua mo nga take nohonga tangata i pa atu ki te whakahiatonga o Aotearoa, a, e whakatau ana hoki i te piringa o Te Uri o Hau ki te Karauna;
- (b) E whakaae ana te Karauna kihei i tino tutuki nga huanga i tumanakotia e Te Uri o Hau mai i tenei hononga. Kihei nga hokonga whenua tomua me nga hiatonga whenua o nga rautau rua tekau i whakaputa i nga whiwhinga me nga hua a-ohaoha kia rite ki era i tumanakohia ai e Te Uri o Hau. I pera ano hoki nga kaupapa a te Poari Whenua a-Rohe Maori o Te Tai Tokerau me te Tari Maori mo te hiatonga;
- (c) E whakaae ana te Karauna ko te hatepe i whakamahia hei whakatau i te paremata mo te murunga o tetahi toahoko, i whakahau ai nga rangatira o Te Uri o Hau me etahi atu ki te tuku whenua i Te Kopuru hei whiutanga mo te murunga, he haukoti ki a Te Uri o Hau. E whakaae ana te Karauna tera pea



CROWN'S ACKNOWLEDGEMENTS AND APOLOGY

na ana mahi i huri ai Te Uri o Hau ki te tuku i nga whenua i hiahia ke ratou ki te pupuri, a, he takahi hoki tenei i te Tiriti o Waitangi me ona matapono;

- (d) E whakaae ana te Karauna he nui te rarangi whenua i tukuna mai i 1840, a, kihei ia i whakarite i nga whenua rahui kia tau mo nga tangata o Te Uri o Hau. E whakaae ana ano te Karauna kihei ia i whakapumau mena kua whakaritea kia tau te aukati mai i te rironga o nga whenua rahui torutoru i whakaritea. Ko tenei hapa a te Karauna ki te whakarite i nga whenua rahui me te tiaki whenua hei whakamahia ma Te Uri o Hau amuri ake, he takahi i te Tiriti o Waitangi me ona matapono;
- (e) E whakaae ana te Karauna ko te whakahaere me te rara o nga ture whenua Maori (me era ture e here ana i te whakahaere o te Koti Whakaritetanga) i pa he whakawhiutanga ki era o Te Uri o Hau i hiahia ke ki te pupuri i o ratou whenua, a, he takahi tenei i te Tiriti o Waitangi me ana matapono. E whakaae ana ano te Karauna na te whakawhiwhinga o nga whenua rahui matua ki nga hunga takitahi o Te Uri o Hau ka whakaritea aua whenua rahui kia pa atu ki te whakawehe, te tukunga me te haehaetanga, i pa ai he whakawhiutanga ki runga i a Te Uri o Hau; a
- (f) E whakaae ana te Karauna na tenei rironga o te mana whakahaere mo te whenua i whakawhiuhia ai a Te Uri o Hau, a, i whakaruruhia te whakahiatotanga ohanga, papori me te ahureanga o Te Uri o Hau. I whakararu ano hoki tenei i to ratou mana ki te whakarite mana whakahaere mo a ratou taonga, nga wahi tapu me te pupuri hei whakau i to ratou hononga a-wairua ki o ratou whenua tuku iho.

The Crown acknowledges Te Uri o Hau Historical Claims and the breaches of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles by the Crown in relation to Te Uri o Hau Historical Claims as follows:

- (a) The Crown recognises that Te Uri o Hau endeavoured to preserve and strengthen their relationship with the Crown. In particular, the early land transactions for settlement purposes contributed to development of New Zealand and affirmed the loyalty of Te Uri o Hau to the Crown;
- (b) The Crown acknowledges that the benefits that Te Uri o Hau expected to flow from this relationship were not always realised. Early land transactions and twentieth century land development, including the Tai Tokerau Maori District Land Board and the Maori Affairs development schemes initiated in the 1930s, did not provide the economic opportunities and benefits that Te Uri o Hau expected;



CROWN'S ACKNOWLEDGEMENTS AND APOLOGY

- (c) The Crown acknowledges that the process used to determine the reparation for the plunder of a store, which led Te Uri o Hau chiefs and others to cede land at Te Kopuru as punishment for the plunder, was prejudicial to Te Uri o Hau. The Crown acknowledges that its actions may have caused Te Uri o Hau to alienate lands that they wished to retain and that this was a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles;
- (d) The Crown acknowledges that a large amount of Te Uri o Hau land has been alienated since 1840 and that it failed to provide adequate reserves for the people of Te Uri o Hau. The Crown also acknowledges that it did not ensure that there was sufficient protection from alienation for the few reserves that were provided. This failure by the Crown to set aside reserves and protect lands for the future use of Te Uri o Hau was a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles;
- (e) The Crown acknowledges that the operation and impact of the Native land laws (including the laws governing the operation of the Validation Court) had a prejudicial effect on those of Te Uri o Hau who wished to retain their land and that this was a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The Crown also acknowledges that the awarding of reserves exclusively to individual Te Uri o Hau made those reserves subject to partition, succession and fragmentation, which had a prejudicial effect on Te Uri o Hau; and
- (f) The Crown acknowledges that this loss of control over land has prejudiced Te Uri o Hau and hindered the economic, social and cultural development of Te Uri o Hau. It has also impeded their ability to exercise control over their taonga and wahi tapu and maintain and foster spiritual connections to their ancestral lands.

3.3 TE TUKUHE A TE KARAUNA/CROWN'S APOLOGY

E tapae ana te Karauna i tona he ki nga tupuna o Te Uri o Hau me o ratou uri mo enei takahinga i Te Tiriti o Waitangi me ona matapono i tirohia i runga ake nei.

E tino whakamomori ake ana te Karauna ki te tapae i tona he me te kaniawhea tonu ki ana mahi ki te kore e tohu kia tau nga whenua mo Te Uri o Hau, i pa ai te awenga me te tukunga iho waroa, ko te huanga mai ki te rarutanga o te mana whakahaere a Te Uri o Hau mo te nuinga o ona whenua.

The Crown apologises to the ancestors of Te Uri o Hau and to their descendants for the breaches of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles acknowledged above.



CROWN'S ACKNOWLEDGEMENTS AND APOLOGY

The Crown unreservedly apologises and profoundly regrets that its actions, in failing to preserve sufficient lands for Te Uri o Hau, have had pervasive and enduring consequences, resulting in Te Uri o Hau losing control over the majority of their lands.

A handwritten signature in black ink, appearing to be 'E. J. O.' with a flourish underneath.

SECTION 4: CULTURAL REDRESS PROPERTIES

4.1 DEFINITIONS

In this Section and its Schedules, unless the context requires otherwise:

Cultural Redress Properties means the properties to be vested in Te Uri o Hau Governance Entity under *clauses 4.2 to 4.13* as redress;

Disclosure Information means, in respect of each Cultural Redress Property, the information already provided by, or on behalf of, the Crown to Te Uri o Hau and summarised in *Schedule 4.1*; and

Encumbrances means, in respect of each Cultural Redress Property, the tenancies, leases, licences to occupy, easements, covenants or other third party rights affecting that property and included in the description of that Cultural Redress Property in *Attachment 4.1* or to be entered into under this Section.

4.2 PUKEKARORO

4.2.1 Definition

In this *clause 4.2*, *Pukekaroro Site* means that part of the Pukekaroro Scenic Reserve described by that name in *Attachment 4.1*.

4.2.2 Vesting of Pukekaroro Site

The Settlement Legislation will provide:

- (a) For the revocation of the reservation of the Pukekaroro Site as a scenic reserve subject to section 19 of the Reserves Act 1977;
- (b) That, when the reservation of the Pukekaroro Site as a scenic reserve is revoked, it will vest in the Crown as Crown land and be subject to section 82 of the Reserves Act 1977;
- (c) That, following the vesting described in *clause 4.2.2(b)*, the fee simple estate in the Pukekaroro Site will be vested in Te Uri o Hau Governance Entity subject to the protected private land agreement referred to in *clause 4.2.3*;
- (d) That the protected private land agreement referred to in *clause 4.2.3* is deemed to be an agreement for the purposes of section 76 of the Reserves Act 1977; and



- (e) That the Pukekaroro Site is declared to be protected private land under section 76 of the Reserves Act 1977, and the Registrar General of Land shall note a memorial on the title to record this declaration.

4.2.3 Protected private land agreement

On the Settlement Date Te Uri o Hau Governance Entity shall enter into a protected private land agreement with the Minister of Conservation in the form set out in *Schedule 4.2*, in respect of the Pukekaroro Site.

4.3 PUKEAREINGA

4.3.1 Definition

In this *clause 4.3*, *Pukeareinga Site* means that part of the Maungaturoto Scenic Reserve described by that name in *Attachment 4.1*.

4.3.2 Vesting of Pukeareinga Site

The Settlement Legislation will provide:

- (a) For the revocation of the reservation of the Pukeareinga Site as a scenic reserve subject to section 19 of the Reserves Act 1977;
- (b) That, when the reservation of the Pukeareinga Site as a scenic reserve is revoked, it will vest in the Crown as Crown Land and be subject to section 82 of the Reserves Act 1977;
- (c) That, following the vesting described in *clause 4.3.2(b)*, the fee simple estate in the Pukeareinga Site will be vested in Te Uri o Hau Governance Entity subject to the conservation covenant referred to in *clause 4.3.3*; and
- (d) That the conservation covenant referred to in *clause 4.3.3* is deemed to be a conservation covenant for the purposes of section 77 of the Reserves Act 1977.

4.3.3 Conservation Covenant

On the Settlement Date Te Uri o Hau Governance Entity shall enter into a conservation covenant with the Minister of Conservation in the form set out in *Schedule 4.3*, in respect of the Pukeareinga Site.

4.4 FIRST WHAKAHURANGA PA SITE

4.4.1 Definition

In this *clause 4.4*, *First Whakahuranga Pa Site* means the land described by that name in *Attachment 4.1*.



4.4.2 Vesting of First Whakahuranga Pa Site

Provided the Crown has acquired the First Whakahuranga Pa Site on terms acceptable to the Crown by the date the Crown complies with its obligations under *clause 10.3.1*, the Settlement Legislation will provide that the fee simple estate in the First Whakahuranga Pa Site will be vested in Te Uri o Hau Governance Entity subject to the easement described in *Clause 4.5.3*.

4.4.3 Access to the First Whakahuranga Pa Site

If the First Whakahuranga Pa Site is vested in Te Uri o Hau Governance Entity under *clause 4.4.2*, access to it will be provided by an easement over private land over the area marked "A", "H", "I" and "V" on Deposited Plan 180722.

4.5 SECOND WHAKAHURANGA PA SITE

4.5.1 Definition

In this *clause 4.5, Second Whakahuranga Pa Site* means that part of the Oruawharo River Stewardship Area described by that name in *Attachment 4.1*.

4.5.2 Vesting of Second Whakahuranga Pa Site

Provided the Crown has acquired the First Whakahuranga Pa Site in accordance with *Clause 4.4.2*, the Settlement Legislation will provide:

- (a) That the Second Whakahuranga Pa Site shall cease to be stewardship area under the Conservation Act 1987; and
- (b) That the fee simple estate in the Second Whakahuranga Pa Site will be vested in Te Uri o Hau Governance Entity subject to the easement described in *Clause 4.5.3*.

4.5.3 Easement

Provided the Crown has acquired the First Whakahuranga Pa Site in accordance with *clause 4.4.2*, on the Settlement Date Te Uri o Hau Governance Entity shall enter into a Memorandum of Transfer of Easement in the form set out in *Schedule 4.4* and shall do all things necessary to have it registered against the title to the First Whakahuranga Pa Site and the Second Whakahuranga Pa Site as soon as reasonably practicable.

4.6 OTEONO

4.6.1 Definition

In this *clause 4.6, Oteono Site* means that part of the Pouto North Stewardship Area described by that name in *Attachment 4.1*.



4.6.2 Vesting of Oteono Site

The Settlement Legislation will provide:

- (a) That the Oteono Site shall cease to be stewardship area under the Conservation Act 1987; and
- (b) That the fee simple estate in the Oteono Site will be vested in Te Uri o Hau Governance Entity.

4.6.3 Vehicle access not permitted

Te Uri o Hau acknowledges that vehicle access is not permitted from the west side of the Oteono Site.

4.7 WHAKAPIRAU

4.7.1 Definition

In this *clause 4.7*, *Whakapirau Site* means that part of the Rocky Point Marginal Strip described by that name in *Attachment 4.1*.

4.7.2 Vesting of Whakapirau Site

The Settlement Legislation will provide:

- (a) That the Whakapirau Site shall cease to be a marginal strip under section 24 of the Conservation Act 1987;
- (b) That the fee simple estate in the Whakapirau Site will be vested in Te Uri o Hau Governance Entity; and
- (c) That the vesting under *clause 4.7.2(b)* is free from the requirement under Part IVA of the Conservation Act 1987 to reserve a marginal strip.

4.8 OKAHUKURA (TE NGAIO POINT)

4.8.1 Definition

In this *clause 4.8*, *Okahukura Site* means that part of the Okahukura Stewardship Area described by that name in *Attachment 4.1*.

4.8.2 Vesting of Okahukura Site

The Settlement Legislation will provide:

- (a) That the Okahukura Site shall cease to be stewardship area under the Conservation Act 1987; and



- (b) That the fee simple estate in the Okahukura Site will be vested in Te Uri o Hau Governance Entity.

4.9 HOKARAKO

4.9.1 Definition

In this *clause 4.9, Hokarako Stewardship Area* means the land described by that name in *Attachment 4.1*.

4.9.2 Vesting of Hokarako Stewardship Area

The Settlement Legislation will provide:

- (a) That the Hokarako Stewardship Area shall cease to be stewardship area under the Conservation Act 1987; and
- (b) That the fee simple estate in the Hokarako Stewardship Area will be vested in Te Uri o Hau Governance Entity.

4.10 HUMUHUMU LAKE BED

4.10.1 Definition

In this *clause 4.10, Part Humuhumu Lake Bed* means the land described by that name in *Attachment 4.1*.

4.10.2 Vesting of Part Humuhumu Lake Bed

The Settlement Legislation will provide:

- (a) That the fee simple estate in the Part Humuhumu Lake Bed will be vested in Te Uri o Hau Governance Entity; and
- (b) That there will be deemed to be created on the vesting under *clause 4.10.2(a)* a marginal strip for the purposes of Part IVA of the Conservation Act 1987 extending along the landward margin of the Part Humuhumu Lake Bed.

4.10.3 Terms of vesting

The Settlement Legislation will provide:

- (a) That the vesting of the Part Humuhumu Lake Bed under *clause 4.10.2(a)* will not confer any rights or impose any obligations on Te Uri o Hau Governance Entity in respect of ownership, management or control of the waters of Lake Humuhumu or the aquatic life of Lake Humuhumu ;



- (b) That nothing in *clause 4.10.3(a)* affects any obligations of Te Uri o Hau Governance Entity as owner of the Part Humuhumu Lake Bed;
- (c) That all lawful rights of public access to, and of recreational use and enjoyment affecting, the bed of Lake Humuhumu remain unaffected by the vesting under *clause 4.10.2* of the fee simple estate in the Part Lake Humuhumu Bed for so long as, and to the extent that, such rights otherwise remain lawful; and
- (d) That the vesting under *clause 4.10.2(a)* is subject to:
- (i) Any commercial use affecting the bed of Lake Humuhumu; and
 - (ii) Rights of ownership, use and occupation of structures attached to the bed of Lake Humuhumu,
- so long as, and to the extent that, those rights otherwise remain lawful.

4.11 POUTO ROAD END

4.11.1 Definition

In this *clause 4.11*, *Pouto Road End* means the land described by that name in *Attachment 4.1*.

4.11.2 Vesting of Pouto Road End

The Settlement Legislation will provide that the fee simple estate in Pouto Road End will be vested in Te Uri o Hau Governance Entity.

4.12 WAHI TAPU SITES IN THE POUTO FOREST

4.12.1 Definition

In this *clause 4.12*, *Wahi Tapu Sites in the Pouto Forest* means together the lands described by that name in *Attachment 4.1*.


4.12.2 Vesting of Wahi Tapu Sites in the Pouto Forest

The Settlement Legislation will provide that the fee simple estate in the Wahi Tapu Sites in the Pouto Forest will be vested in Te Uri o Hau Governance Entity.

4.13 POU TU O TE RANGI (PA OF HAUMOEWAAARANGI)

4.13.1 Definition

In this *clause 4.13*, *Pou Tu o Te Rangī* means the land described by that name in *Attachment 4.1*.



4.13.2 Vesting of Pou Tu o Te Rangi as Historic Reserve

The Settlement Legislation will provide:

- (a) For the revocation of the appointment of the Kaipara District Council to control and manage Pou Tu o Te Rangi;
- (b) For the revocation of the reservation of Pou Tu o Te Rangi as a historic reserve subject to section 18 of the Reserves Act 1977;
- (c) That when the reservation of Pou Tu o Te Rangi as a historic reserve is revoked, it will vest in the Crown as Crown land and be subject to section 82 of the Reserves Act 1977;
- (d) That, following the vesting described in *clause 4.13.2(c)*, the fee simple estate in Pou Tu o Te Rangi will be vested in Te Uri o Hau Governance Entity;
- (e) For the reservation of Pou Tu o Te Rangi as a historic reserve subject to section 18 of the Reserves Act 1977;
- (f) That, notwithstanding *clause 4.13.2(d)*, the Minister of Conservation will appoint a joint administering body in relation to Pou Tu o Te Rangi to consist of three persons nominated by Te Uri o Hau Governance Entity and three persons nominated by the Kaipara District Council. One of the persons nominated by Te Uri o Hau Governance Entity will be appointed as the Chairperson and that person will have the casting vote in relation to the business of the joint administering body; and
- (g) The joint administering body as provided in *clause 4.13.2(f)* will be known as "Pou Tu o Te Rangi Joint Management Committee" and will be deemed to be an administering body for the purposes of the Reserves Act 1977.

4.14 VESTING OF CULTURAL REDRESS PROPERTIES

Each Cultural Redress Property shall vest in Te Uri o Hau Governance Entity:

- (a) As redress and without charge to, or consideration to be provided or paid by, Te Uri o Hau Governance Entity or any other person; and
- (b) Subject to all Encumbrances that relate to that property.



4.15 SETTLEMENT DATE

The Settlement Legislation will provide that the steps outlined in *clauses 4.2 to 4.13* will take place on, and with effect from, the Settlement Date.


4.16 DETERMINATION OF BOUNDARIES AND COSTS

Where the precise boundaries of any Cultural Redress Properties have not been determined, the Crown will, at its cost, arrange for the relevant Cultural Redress Property to be surveyed and for a survey plan to be prepared and deposited. The Crown will pay for all costs required in order to vest the Cultural Redress Properties in Te Uri o Hau Governance Entity.

4.17 ISSUE OF CERTIFICATE OF TITLE

The Settlement Legislation will provide that:

- (a) Where the fee simple estate in a Cultural Redress Property is vested in Te Uri o Hau Governance Entity, and that Cultural Redress Property is land which is registered under the Land Transfer Act 1952, the Registrar-General of Land must on written application by any person authorised by the Chief Executive of Land Information New Zealand:
 - (i) Register Te Uri o Hau Governance Entity as the proprietor of the fee simple estate in that Cultural Redress Property in substitution for the Crown; and
 - (ii) Make such entries in the register and on any outstanding documents of title and generally do all such things as may be necessary to give effect to this Section; and
- (b) Where the fee simple estate in a Cultural Redress Property is vested in Te Uri o Hau Governance Entity and that Cultural Redress Property is land other than land registered under the Land Transfer Act 1952, the Registrar-General of Land must on written application by any person authorised by the Chief Executive of Land Information New Zealand, issue a certificate of title for the fee simple estate in that Cultural Redress Property under the Land Transfer Act 1952 subject to, and with the benefit of, any Encumbrances that are registrable or notifiable and are described in the written application.



4.18 ISSUE OF CERTIFICATE OF TITLE AS SOON AS REASONABLY PRACTICABLE

The Settlement Legislation will further provide that a certificate of title for each of the Cultural Redress Properties, must be issued under *clause 4.17(b)* as soon as reasonably practicable after the Settlement Date and, in any event, no later than 24 months after the vesting of the Cultural Redress Properties (or such later date as may be agreed in writing by Te Uri o Hau Governance Entity and the Crown).

should
reflect
7.3.8

4.19 SETTLEMENT LEGISLATION

The Settlement Legislation will provide that:

- (a) Sections 24 and 25 of the Reserves Act 1977 will not apply to a revocation of the reserve status of a Cultural Redress Property vested in Te Uri o Hau Governance Entity;
- (b) Section 11 and Part X of the Resource Management Act 1991 will not apply to the vesting of the fee simple estate in a Cultural Redress Property in Te Uri o Hau Governance Entity, or anything incidental to, or required for the purposes of, any such vesting or transfer;
- (c) Sections 10 and 11 of the Crown Minerals Act 1991 are not affected by the vesting of a Cultural Redress Property under this *Section 4*;
- (d) Subject to *clause 4.7.2*, the vesting of the fee simple estate to give effect to this *Section 4* is a disposition for the purposes of Part IVA of the Conservation Act 1987, but sections 24(2A), 24A and 24AA of that Act do not apply to the disposition;

and will contain such other provisions as are necessary or desirable to give effect to this *Section 4*.

4.20 SUCCESSORS BOUND

The Settlement Legislation will provide that:

- (a) Where the fee simple estate in a Cultural Redress Property is vested in Te Uri o Hau Governance Entity, the terms on which that Cultural Redress Property is vested shall bind any successor in title to that Cultural Redress Property; and

Ebeo.

- (b) The Registrar-General of Land, upon issue of a certificate of title of any Cultural Redress Property or upon noting the vesting of any Cultural Redress Property in Te Uri o Hau Governance Entity, shall make a notification upon it to record the provisions contained in *clause 4.20(a)*.

4.21 DISCLOSURE INFORMATION

4.21.1 Warranty

The Crown warrants to Te Uri o Hau Governance Entity that the Disclosure Information is all the material information that relates to the Cultural Redress Properties contained in the Crown's records as owner. This warranty does not extend to information which may be apparent from a physical inspection of the Cultural Redress Properties or an enquiry beyond the Crown's records as owner.

4.21.2 Acknowledgement by Te Uri o Hau

Te Uri o Hau acknowledges and agrees that other than those set out in *clause 4.21.1*, no representation or warranty is given, whether express or implied, nor is any responsibility accepted by the Crown with respect to:

- (a) The completeness or accuracy of the Disclosure Information;
- (b) The physical condition of the Cultural Redress Properties;
- (c) The compliance or otherwise of the Cultural Redress Properties with any statutes, regulations, by-laws or any powers, rights and obligations under them, including any outstanding enforcement or other notice, requisition or proceeding issued under any code by any relevant authority, relating to or affecting the Cultural Redress Properties; and
- (d) Any other matter relating to the ownership, occupation, use or management of the Cultural Redress Properties.

4.21.3 Improvements on Part Humuhumu Lake Bed

Te Uri o Hau accepts and acknowledges that the Crown has provided no information in respect of any improvements on Part Humuhumu Lake Bed (as defined in *Clause 4.10.1*) and no representation or warranty is given by the Crown in relation to any such improvements.

4.21.4 Acknowledgement by Te Uri o Hau and the Crown

Te Uri o Hau and the Crown acknowledge and record that prior to the date of this Deed, Te Uri o Hau had the opportunity to inspect the Cultural Redress Properties and satisfy itself as to the state and condition of the Cultural Redress Properties.



4.22 CULTURAL REDRESS PROPERTIES TO VEST IN THEIR STATE AND CONDITION AS AT THE DATE OF THIS DEED

Te Uri o Hau and the Crown agree that the Cultural Redress Properties are to be vested in substantially the same state and condition as at the date of this Deed and that subject to the Crown complying with *clause 4.23*, no Te Uri o Hau Claimant will have future recourse, claim or action against the Crown, nor will any Te Uri o Hau Claimant seek future recompense from the Crown in relation to the state or condition of the Cultural Redress Properties.

4.23 CROWN TO MAINTAIN CONDITION OF PROPERTY OR PROPERTY INTERESTS AND STRUCTURES

The Crown agrees that between the date of this Deed and the Settlement Date it will maintain and administer the Cultural Redress Properties (other than those which are not administered by the Crown) in substantially the same state and condition as at the date of this Deed (subject to events beyond the control of the Crown) and in accordance with its existing management and administration of such Cultural Redress Properties.

4.24 ACCESS

Te Uri o Hau acknowledge that no formal arrangements for access by Te Uri o Hau to the Cultural Redress Properties following vesting of them in Te Uri o Hau Governance Entity will be made by the Crown or under the Settlement Legislation.

4.25 NOT CONDITIONAL

Clause 10.1.1 (which provides that this Deed is conditional) does not apply to *clauses 4.16* and *4.23*.




ATTACHMENT 4.1

CULTURAL REDRESS PROPERTIES

Land Description
(Clauses 4.2 to 4.13)

Land	Description	Encumbrances
Pukekaroro Site	14.0 hectares, more or less, being Part Lot 1 DP 41763 and Part Allotment S79 Parish of Kaiwaka, situated in Block XIV, Waipu Survey District. Part Gazette Notice 764049.1 (New Zealand Gazette, 1980 page 754). Subject to survey, as shown on SO Plan 70041.	Protected Private Land Agreement as set out in <i>Schedule 4.2</i>
Pukeareinga Site	5000 square metres, more or less, being Part Lot 14 DP 2845, situated in Block XIII, Waipu Survey District. Part Gazette Notice 591553.1 (New Zealand Gazette, 1979 page 3141). Subject to survey, as shown on SO Plan 70043.	Conservation covenant as set out in <i>Schedule 4.3</i>
First Whakahuranga Pa Site	5000 square metres, more or less, being Part Lot 7 DP 180722. Subject to survey, as shown on SO Plan 70279.	Easement registered on title for Lots 5 and 7 DP 180722 Easement as set out in <i>Schedule 4.4</i>
Second Whakahuranga Pa Site	5000 square metres, more or less, being Part Okahukura 2 Block (DP 10011), situated in Block XVI, Hukatere Survey District. Part Certificate of Title 242/272 cancelled. Subject to survey, as shown on SO Plan 70280.	Easement as set out in <i>Schedule 4.4</i>




CULTURAL REDRESS PROPERTIES

Land	Description	Encumbrances
Oteono Site	1955 square metres, more or less, being Section 1 SO Plan 70271, situated in Block IX, Te Kuri Survey District. Part New Zealand Gazette, 1899 page 1359. As shown on SO plan 70271.	
Whakapirau Site	<p>1.1360 hectares, more or less, being Section 1 SO Plan 70276, situated in Block VIII, Hukatere Survey District; and</p> <p>1.0280 hectares, more or less, being Section 2 SO Plan 70276, situated in Block VIII, Hukatere Survey District.</p> <p>As shown on SO Plan 70276.</p>	
Okahukura Site	2.0000 hectares, more or less, being Section 1 SO Plan 70275, situated in Block VII, Okaka Survey District. Part Certificate of Title 242/272 cancelled. As shown on SO Plan 70275.	
Hokarako Stewardship Area	8600 square metres, more or less being Section 48, Block 1, Otamatea Survey District, SO Plan 12756/2. As shown on SO Plan 70044.	
Part Humuhumu Lake Bed	41.000 hectares, more or less, being Part Pouto 2E10 Block, situated in Block XIII, Hukatere Survey District and Block I, Okaka Survey District. Part Certificate of Title 428/225 cancelled. Subject to survey, as shown on SO Plan 70045.	Easement in favour of the Licensee of Pouto Licensed Land for power supply, water supply and an electric fence earth site



CULTURAL REDRESS PROPERTIES

Land	Description	Encumbrances
Pouto Road End	6526 square metres, more or less, being Part Pouto Block, situated in Block II, Okaka Survey District. All New Zealand Gazette, 1955 page 403, SO Plan 38503. As shown on SO Plan 70046.	
Wahi Tapu Sites in the Pouto Forest	<p>471 square metres, more or less, being Section 1 SO Plan 65781, situated in Block I, North Head Survey District. Part Certificate of Title 238/105. Subject to wildlife refuge by New Zealand Gazette 1957 page 1639 for the purpose of the Wildlife Act 1953;</p> <p>429 square metres, more or less, being Section 2 SO Plan 65781, situated in Block I, Okaka Survey District, Part Certificate of Title 238/105. Subject to wildlife refuge by New Zealand Gazette 1957 page 1639 for the purpose of the Wildlife Act 1953;</p> <p>441 square metres, more or less, being Section 3 SO Plan 65781, situated in Block I, Okaka Survey District, Part Certificate of Title 238/105. Subject to wildlife refuge by New Zealand Gazette 1957 page 1639 for the purpose of the Wildlife Act 1953;</p>	



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CULTURAL REDRESS PROPERTIES

Land	Description	Encumbrances
Pou Tu o Te Rangi	<p>693 square metres, more or less, being Section 4 SO Plan 65781, situated in Block II, Okaka Survey District. Part Certificate of Title 238/105. Subject to wildlife refuge by New Zealand Gazette 1957 page 1639 for the purpose of the Wildlife Act 1953; and</p> <p>3032 square metres, more or less, being Section 5 SO Plan 65781, situated in Block I, Okaka Survey District. Part Certificate of Title 238/105. Subject to wildlife refuge by New Zealand Gazette 1957 page 1639 for the purpose of the Wildlife Act 1953.</p> <p>As shown on SO Plan 70047.</p> <p>5793 square metres, more or less, being Lot 1 DP 79437, situated in Block XV, Kaihu Survey District. All Certificate of Title 368/229 (Gazette Notice 737841.1 (New Zealand Gazette 1978 page 3369)). As shown on SO Plan 70048.</p>	



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SECTION 5: CULTURAL REDRESS

5.1 KIRIHIPI OVERLAY AREAS

Preamble

The word “Kirihipi” has special significance for Te Uri o Hau as the oral history of Te Uri o Hau records that Ngati Whatua (of whom they are part) and the Crown had a special relationship which was recognised by Ngati Whatua entering into a separate treaty written on a sheepskin parchment which is known to this day as “Kirihipi Te Tiriti o Ngati Whatua”. Te Uri o Hau has adopted an additional meaning for the word “Kirihipi”: that of confirming and placing an ‘overlay’ of Te Uri o Hau values upon a piece of land owned and/or managed by the Crown, while not overriding the powers and obligations of the Crown to manage that land for the purpose for which it is held from time to time.

5.1.1 Definitions

In this *clause 5.1* and *Schedules 5.1 and 5.2*:

Conservation Board has the same meaning as in section 2 of the Conservation Act 1987;

Director-General has the same meaning as in section 2 of the Conservation Act 1987;

Kirihipi Overlay Area means an area of land which is administered under the Conservation Act 1987, the Reserves Act 1977, or the National Parks Act 1980, having Te Uri o Hau Values, and declared as a Kirihipi Overlay Area under the Settlement Legislation on the terms set out in this *clause 5.1*;

New Zealand Conservation Authority has the same meaning as in section 2 of the Conservation Act 1987; and

Te Uri o Hau Values means, in relation to a Kirihipi Overlay Area, Te Uri o Hau statement of the cultural, spiritual, historic, and traditional association of Te Uri o Hau with each Kirihipi Overlay Area.

5.1.2 Declaration as Kirihipi Overlay Area

The Settlement Legislation will provide for the areas described in *Schedules 5.1 and 5.2* to be declared as Kirihipi Overlay Areas.

5.1.3 Description of Te Uri o Hau Values

The Settlement Legislation will describe and acknowledge Te Uri o Hau Values in relation to the Kirihipi Overlay Areas as set out in *Schedules 5.1 and 5.2*.



5.1.4 Actions by Minister of Conservation in relation to Kirihipi Overlay Areas

The Settlement Legislation will provide that, if Te Uri o Hau Governance Entity and the Crown agree from time to time upon specific principles which are directed at the Minister of Conservation avoiding harm to or the diminishing of Te Uri o Hau Values in relation to each Kirihipi Overlay Area, such agreed principles, including any agreed changes to such principles, shall be notified by the Minister of Conservation in the *New Zealand Gazette*.

5.1.5 Gazetting of specific principles

Te Uri o Hau and the Crown agree that the specific principles set out in *Schedules 5.1 and 5.2* shall be notified by the Minister of Conservation in the *New Zealand Gazette*.

5.1.6 New Zealand Conservation Authority and Conservation Boards to have particular regard to Te Uri o Hau Values

The Settlement Legislation will provide that when the New Zealand Conservation Authority or any Conservation Board approves or otherwise considers any general policy, national park management plan, conservation management strategy or conservation management plan in respect of a Kirihipi Overlay Area, it must have particular regard to:

- (a) Te Uri o Hau Values in respect of the Kirihipi Overlay Area; and
- (b) The specific principles agreed between Te Uri o Hau Governance Entity and the Crown from time to time under *clause 5.1.4*.

5.1.7 New Zealand Conservation Authority and relevant Conservation Boards to consult with Te Uri o Hau Governance Entity

The Settlement Legislation will provide that the New Zealand Conservation Authority or relevant Conservation Board must consult with Te Uri o Hau Governance Entity and have particular regard to its views as to the effect of any policy, strategy or plan referred to in *clause 5.1.6* on Te Uri o Hau Values in respect of the Kirihipi Overlay Areas.

5.1.8 Notification of Kirihipi Overlay Area

The Settlement Legislation will provide:

- (a) That the declaration of the Kirihipi Overlay Areas under *clause 5.1.2* must be identified and described in the relevant national park management plans, conservation management strategies and conservation management plans;
- (b) That the initial identification and description of the Kirihipi Overlay Areas in a national park management plan, conservation management strategy or



conservation management plan is for the purpose of public notice only and is not an amendment to the national park management plan, conservation management strategy or conservation management plan for the purposes of section 17I of the Conservation Act 1987 or section 46 of the National Parks Act 1980; and

- (c) That the declaration of the Kirihipi Overlay Areas will be notified by the Minister of Conservation in the *New Zealand Gazette*.

5.1.9 Actions by Director-General

The Settlement Legislation will provide:

- (a) That the Director-General, on notification by the Minister of Conservation in the *New Zealand Gazette* of the specific principles referred to in *clause 5.1.5* shall, subject to *clauses 5.1.9(b) to (d)*, take action in relation to such principles;
- (b) That the Crown, through the Director-General, shall retain a complete discretion to determine the method and extent of the action referred to in *clause 5.1.9(a)*;
- (c) That the Crown, through the Director-General, shall notify Te Uri o Hau Governance Entity of what action it intends to take under *clause 5.1.9(a) and (b)*;
- (d) That if requested in writing by Te Uri o Hau Governance Entity, the Director-General must not take action in respect of the specific principles referred to in *clause 5.1.5* to which the request relates;
- (e) That without limiting *clause 5.1.9(b)* the Director-General, after consultation with the Conservation Boards affected, may initiate an amendment of any relevant national park management plan, conservation management strategy or conservation management plan to incorporate objectives relating to the specific principles referred to in *clause 5.1.4*, including a recommendation to make bylaws or promulgate regulations;
- (f) That any amendment initiated under *clause 5.1.9(e)* is an amendment for the purposes of section 17I(1) to (3) of the Conservation Act 1987 or section 46(1) to (4) of the National Parks Act 1980, as the case may be;
- (g) In respect of each Kirihipi Overlay Area, for the power for the Crown to make by-laws, or promulgate regulations, or issue Orders-in-Council to implement the objectives of any such national parks management plan,



conservation management strategy or conservation management plan and to prescribe conditions of behaviour and activities by the public on each Kirihipi Overlay Area and the enforcement of any such prohibitions or conditions; and

- (h) That the Director-General may, at his or her discretion, notify any action intended to be taken under this *clause 5.1.9* in the *New Zealand Gazette*.

5.1.10 Notification of actions by Director-General

The Crown confirms that the actions set out in *Schedules 5.1 and 5.2* are actions which the Director-General has in his discretion determined to take, which actions shall be notified by the Director-General in the *New Zealand Gazette*.

5.1.11 Existing classification of Kirihipi Overlay Area

The Settlement Legislation will provide that, notwithstanding the declaration of a Kirihipi Overlay Area, or revocation of a Kirihipi Overlay Area under *clause 5.1.12*, the purpose or classification of the area in which a Kirihipi Overlay Area is located as a national park, reserve, or conservation area shall not be overridden.

5.1.12 Revocation of status

The Settlement Legislation will provide that:

- (a) If:
- (i) Te Uri o Hau Governance Entity and the Crown agree in writing that Kirihipi Overlay Area status is no longer appropriate in respect of a particular site or part of it; or
 - (ii) A particular site or part of it that has been declared as a Kirihipi Overlay Area is alienated by the Crown to a person or body other than the Crown; or
 - (iii) The responsibility for managing a particular site or part of it that has been declared as a Kirihipi Overlay Area is transferred to a different Ministerial Portfolio, Ministry or Department of the Crown;

the Governor-General may, on the recommendation of the Minister of Conservation, by Order-in-Council declare that area previously declared as a Kirihipi Overlay Area is no longer a Kirihipi Overlay Area; and

- (b) If either of the events specified in *clause 5.1.12(a)(ii)* and *(iii)* occurs or there is a change in the applicable statutory management regime over a



particular site or part of it that has been declared as a Kirihipi Overlay Area, the Crown agrees that it will take reasonable steps to ensure that Te Uri o Hau Governance Entity continues to have input into the management of that particular site or part of it through the negotiation with Te Uri o Hau Governance Entity, by the Minister responsible for the new management or management regime, the Commissioner of Crown Lands or other responsible officer, as the case may be.

5.1.13 Purpose of declaration as a Kirihipi Overlay Area

The Settlement Legislation will provide that, without limiting *clauses 5.1.4 to 5.1.16*, the declaration of an area as a Kirihipi Overlay Area under *clause 5.1.2* and the acknowledgement of Te Uri o Hau Values in respect of those areas in *clause 5.1.3* will be for the following purposes only:

- (a) The agreement on specific principles under *clause 5.1.4*;
- (b) That the New Zealand Conservation Authority and the relevant Conservation Boards will be required to have particular regard to Te Uri o Hau Values and those specific principles, as provided in *clauses 5.1.6 and 5.1.7*; and
- (c) The taking of action in respect of such specific principles as provided in *clause 5.1.9*.

5.1.14 Exercise of powers, duties and functions

The Settlement Legislation will provide that, except as expressly provided in this *clause 5.1*:

- (a) Neither the declaration of the Kirihipi Overlay Areas under *clause 5.1.2* nor the acknowledgement of Te Uri o Hau Values in *clause 5.1.3* will affect or may be taken into account in the exercise of any power, duty or function by any person or entity under any statute, regulation or bylaw; and
- (b) Without limiting *clause 5.1.14(a)*, no person or entity, in considering any matter or making any decision or recommendations under any statute, regulation or bylaw may give any greater or lesser weight to Te Uri o Hau Values than that person or entity would give under the relevant statute, regulation or bylaw, as if no Kirihipi Overlay Area had been declared and no Te Uri o Hau Values acknowledged.

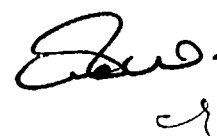


5.1.15 Rights not affected

The Settlement Legislation will provide that, except as expressly provided in this *clause 5.1*, neither the declaration of the Kirihipi Overlay Areas under *clause 5.1.2* nor the acknowledgement of Te Uri o Hau Values made in *clause 5.1.3* will affect the lawful rights or interests of any person who is not a party to this Deed.

5.1.16 Limitation of rights

The Settlement Legislation will provide that, except as expressly provided in this *clause 5.1*, neither the declaration of the Kirihipi Overlay Areas under *clause 5.1.2* nor the acknowledgement of Te Uri o Hau Values made in *clause 5.1.3* will have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Kirihipi Overlay Areas.

A handwritten signature in black ink, appearing to be 'E. J. O.' with a flourish underneath.

5.2 STATUTORY ACKNOWLEDGEMENTS AND DEEDS OF RECOGNITION

5.2.1 Definitions and interpretation

In this *clause 5.2* and in *Schedules 5.3 to 5.10*:

Consent Authority has the meaning given to it in section 2 of the Resource Management Act 1991;

Deed of Recognition means a deed of recognition entered into by the Crown in respect of a Statutory Area, under clause 5.2.15 of this Deed;

Effective Date means the date that is 6 months after the Settlement Date;

Resource Consent has the meaning given to it in section 87 of the Resource Management Act 1991;

Statutory Acknowledgement means an acknowledgement made by the Crown in the Settlement Legislation in respect of a Statutory Area, comprising the acknowledgement made by the Crown under *clause 5.2.3*, on the terms set out in *clause 5.2*;

Statutory Areas means the areas, defined in *Schedules 5.3 to 5.6*, the general locations of which are indicated on the S.O. plans indicated in those *Schedules*, and Statutory Area means any one of them; and

Statutory Plans means all regional policy statements, regional coastal plans, district plans, regional plans and proposed plans as defined in section 2 of the Resource Management Act 1991.

S.O. references are included in the relevant schedules for the purposes of indicating the general location of the Statutory Areas and are not intended to establish the precise boundaries of the Statutory Areas.

5.2.2 Purposes of Statutory Acknowledgements

The Settlement Legislation will provide that, without limiting *clauses 5.2.21 to 5.2.23*, the only purposes of the Statutory Acknowledgements will be:

- (a) To require that Consent Authorities forward summaries of Resource Consent applications to Te Uri o Hau Governance Entity as provided in *clause 5.2.8*; and
- (b) To require that Consent Authorities, the Historic Places Trust, or the Environment Court, as the case may be, have regard to the Statutory



Acknowledgements in relation to the Statutory Areas, as provided in *clauses 5.2.4 to 5.2.6*; and

- (c) To enable Te Uri o Hau Governance Entity and any member of Te Uri o Hau to cite Statutory Acknowledgements as evidence of the association of Te Uri o Hau to the Statutory Areas, as provided in *clause 5.2.11*; and
- (d) To empower the Minister of the Crown responsible for management of the Statutory Areas, or the Commissioner of Crown Lands, as the case may be, to enter in Deeds of Recognition, as provided in *clause 5.2.15*.

5.2.3 Provision of Statutory Acknowledgements by Crown

The Crown agrees that it will make Statutory Acknowledgements in the Settlement Legislation relating to the Statutory Areas, which will comprise:

- (a) The descriptions of the Statutory Areas set out in *Schedules 5.3 to 5.6*;
- (b) The texts of the statements by Te Uri o Hau of the particular cultural, spiritual, historic, and traditional association of Te Uri o Hau with the Statutory Areas as set out in *Schedules 5.3 to 5.6*;
- (c) An acknowledgement by the Crown of Te Uri o Hau statement of association with the Statutory Areas;
- (d) A statement of the purposes of the Statutory Acknowledgements as described in *clause 5.2.2*;
- (e) A statement of the limitations on the effect of the Statutory Acknowledgement as provided in *clauses 5.2.21 to 5.2.23*; and
- (f) A statement that the existence of a Statutory Acknowledgement does not preclude the Crown from providing a Statutory Acknowledgement in respect of the relevant Statutory Area to any party other than Te Uri o Hau Governance Entity.

5.2.4 Consent authorities to have regard to Statutory Acknowledgements

The Settlement Legislation will provide that, from the Effective Date, and without derogating from its obligations under Part II of the Resource Management Act 1991, a Consent Authority must have regard to the Statutory Acknowledgement relating to a Statutory Area:

- (a) In forming an opinion under section 93(1)(e) of the Resource Management Act 1991 as to whether Te Uri o Hau Governance Entity is a person who is



likely to be directly affected by an application for activities within, adjacent to, or impacting directly on the Statutory Area;

- (b) In forming an opinion under sections 94(1)(c)(ii) and 94(3)(c) of the Resource Management Act 1991 as to whether Te Uri o Hau Governance Entity is a person who may be adversely affected by the granting of a Resource Consent for activities within, adjacent to, or impacting directly on a Statutory Area; and
- (c) In satisfying itself under section 94(2)(b) of the Resource Management Act 1991 as to whether Te Uri o Hau Governance Entity is a person who may be adversely affected by the granting of a Resource Consent for activities within, adjacent to, or impacting directly on a Statutory Area.

3.2.5 Environment Court to have regard to Statutory Acknowledgements

The Settlement Legislation will provide that, from the Effective Date and without derogating from its obligations under Part II of the Resource Management Act 1991, the Environment Court must have regard to the Statutory Acknowledgement relating to a Statutory Area in determining, for the purposes of section 274 of the Resource Management Act 1991, whether Te Uri o Hau Governance Entity is a person having an interest in the proceedings greater than the public generally in respect of an application for a Resource Consent for activities within, adjacent to, or impacting directly on the Statutory Area.

5.2.6 Historic Places Trust and Environment Court to have regard to Statutory Acknowledgements

The Settlement Legislation will provide that, from the Effective Date, the Historic Places Trust or the Environment Court (as the case may be) must have regard to the Statutory Acknowledgement relating to a Statutory Area, in forming an opinion under section 14(6)(a) of the Historic Places Act 1993, and for the purpose of section 20(1) of the Historic Places Act 1993, as to whether Te Uri o Hau Governance Entity is a person directly affected in relation to an archaeological site (as defined in section 2 of that Act) within the Statutory Area.

5.2.7 Recording of Statutory Acknowledgements on Statutory Plans

The Settlement Legislation will provide that:

- (a) Local authorities in any area which includes a Statutory Area must attach to all Statutory Plans information recording all Statutory Acknowledgements affecting Statutory Areas covered wholly or partly by such Statutory Plans, either by way of reference to the relevant part of the Settlement Legislation or by setting out the Statutory Acknowledgements in full; and



- (b) The attachment of information to any Statutory Plan under this clause is for the purpose of public information only and the information shall neither be part of the Statutory Plan (unless adopted by the relevant regional or district council) nor subject to the provisions of the First Schedule of the Resource Management Act 1991.

5.2.8 Making of regulations in respect of Statutory Acknowledgements

By no later than the Effective Date, the Crown will make regulations to provide as follows:

- (a) Subject to *clause 5.2.8(b)*, for a period of 20 years from and after the Effective Date, a Consent Authority that receives an application for a Resource Consent for activities within, adjacent to, or impacting directly on a Statutory Area must, as soon as reasonably practicable after receiving the application, and prior to making any determination under sections 93 or 94 of the Resource Management Act 1991, forward a summary of the application to Te Uri o Hau Governance Entity;
- (b) The summary of the application which is to be forwarded to Te Uri o Hau Governance Entity under *clause 5.2.8(a)* must contain the same information which would be contained in a notice to persons who may be affected under section 93 of the Resource Management Act 1991, or such other information as may be agreed between Te Uri o Hau Governance Entity and individual Consent Authorities from time to time; and
- (c) Te Uri o Hau Governance Entity may from time to time waive its rights under *clause 5.2.8(a)* by notice in writing to a relevant Consent Authority, either generally or in respect of particular types of applications, individual consent authorities, or for specified periods of time, so that the Consent Authority is no longer required to discharge its obligations in terms of *clause 5.2.8(a)* in respect of the matter waived.

5.2.9 Distribution of applications to Te Uri o Hau Governance Entity

The Settlement Legislation will provide for the power for the Governor-General to make regulations by Order in Council, on the recommendation of the Minister for the Environment from time to time, to implement the matters contemplated by *clause 5.2.8*.

5.2.10 Discretion of consent authorities not affected

The Settlement Legislation will provide that, for the avoidance of doubt, nothing in any regulations made under *clause 5.2.9* will in any way affect the discretion of a Consent Authority as to whether or not to notify any application under sections



93 and 94 of the Resource Management Act 1991, and whether or not Te Uri o Hau Governance Entity may be an affected person under those sections.

5.2.11 Use of Statutory Acknowledgement with submissions

The Settlement Legislation will provide that Te Uri o Hau Governance Entity and any member of Te Uri o Hau may cite the relevant Statutory Acknowledgement in submissions to, and in proceedings before, a Consent Authority, the Environment Court, or the Historic Places Trust concerning activities within, adjacent to, or impacting directly on a Statutory Area, as evidence of Te Uri o Hau association with the Statutory Area.

5.2.12 Content not nature of fact

The Settlement Legislation will provide that the content of the statement of association, as recorded in a Statutory Acknowledgement, is not by virtue of the Statutory Acknowledgement binding as deemed fact on consent authorities, the Environment Court, the Historic Places Trust, parties to proceedings before those bodies, or any other person able to participate in those proceedings, but the Statutory Acknowledgement may be taken into account by them.

5.2.13 Other association may be stated

Neither Te Uri o Hau Governance Entity nor any member of Te Uri o Hau is precluded from stating that Te Uri o Hau has an association with the Statutory Area that is not described in the relevant Statutory Acknowledgement, nor shall the content or existence of the Statutory Acknowledgement derogate from any such statement.

5.2.14 Purposes of Deeds of Recognition

The Settlement Legislation will provide that, without limiting *clauses 5.2.21 to 5.2.23*, the only purpose of the Deeds of Recognition will be to require that Te Uri o Hau Governance Entity be consulted, and regard had to its views, as provided in *clause 5.2.17*.

5.2.15 Authorisation to enter into Deeds of Recognition

The Settlement Legislation will provide in respect of the Statutory Areas referred to in *Schedules 5.3 to 5.6* that, where a Statutory Acknowledgement has been made in the Settlement Legislation, the Minister of the Crown responsible for the management or administration of the land within a Statutory Area, or the Commissioner of Crown Lands, as the case may be, will have power to enter into and amend a Deed of Recognition with Te Uri o Hau Governance Entity in respect of the land within the Statutory Area.



5.2.16 Crown obligation to enter into Deeds of Recognition

No later than the Settlement Date, the Crown will enter into the Deeds of Recognition set out in *Schedules 5.7 to 5.10* in respect of those parts of the Statutory Areas described in those Schedules which are owned or managed by the Crown.

5.2.17 Form and terms of Deeds of Recognition

The Settlement Legislation will provide that a Deed of Recognition entered into under *clause 5.2.15* will provide that Te Uri o Hau Governance Entity must be consulted and regard must be had to its views relating to the association described in the Statutory Acknowledgement to which the Deed of Recognition relates, concerning the management or administration of the Statutory Area by the responsible Minister of the Crown, or the Commissioner of Crown Lands, as the case may be, on the matters specified in the Deed of Recognition.

5.2.18 Termination of Deeds of Recognition


The Settlement Legislation will provide that if:

- (a) Te Uri o Hau Governance Entity and the Crown agree in writing that a Deed of Recognition is no longer appropriate in respect of a particular site or part of it; or
- (b) A particular site in respect of which a Deed of Recognition applies or part of it is transferred by the Crown to a person or body other than the Crown; or
- (c) The responsibility for managing a particular site in respect of which a Deed of Recognition applies or part of it is transferred to a different Ministerial Portfolio, Ministry or Department of the Crown,

the Deed of Recognition will automatically be terminated in respect of the particular site or part of it.

5.2.19 Continued input in respect of Deeds of Recognition

If the events specified in *clause 5.2.18(b)* and *(c)* occurs or there is a change in the applicable statutory management regime over a particular site in respect of which a Deed of Recognition applies or part of it, the Crown agrees that it will take reasonable steps to ensure that Te Uri o Hau Governance Entity continues to have input into the management of that particular site or part of it through the negotiation with Te Uri o Hau Governance Entity, by the Minister responsible for the new management or management regime, the Commissioner of Crown Lands or other responsible officer, as the case may be.



5.2.20 No limitation on Crown in respect of Statutory Acknowledgements and Deeds of Recognition

The Settlement Legislation will provide that neither the providing of a Statutory Acknowledgement to Te Uri o Hau Governance Entity nor the entry into a Deed of Recognition with Te Uri o Hau Governance Entity will preclude the Crown from providing a Statutory Acknowledgement to, or entering into a Deed of Recognition with, a person or persons other than any Te Uri o Hau Claimant, with respect to the same Statutory Area.

5.2.21 Exercise of powers, duties and functions in respect of Statutory Acknowledgements and Deeds of Recognition

The Settlement Legislation will provide that, except as expressly provided in *clauses 5.2.2, 5.2.4 to 5.2.6, 5.2.11, 5.2.14 and 5.2.17*:

- (a) Neither a Statutory Acknowledgement nor a Deed of Recognition will affect, or may be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) Without limiting *clause 5.2.21(a)*, no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Te Uri o Hau association with a Statutory Area (as described in the relevant Statutory Acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if no Statutory Acknowledgement or Deed of Recognition existed in respect of that Statutory Area.

5.2.22 Rights not affected by Statutory Acknowledgements and Deeds of Recognition

The Settlement Legislation will provide that, except as expressly provided in this *clause 5.2*, neither a Statutory Acknowledgement provided to Te Uri o Hau Governance Entity nor a Deed of Recognition entered into with Te Uri o Hau Governance Entity, will affect the lawful rights or interests of any party who is not a party to this Deed.

5.2.23 Limitation of rights

The Settlement Legislation will provide that, except as expressly provided in this *clause 5.2*, neither a Statutory Acknowledgement provided to Te Uri o Hau Governance Entity, nor a Deed of Recognition entered into with Te Uri o Hau Governance Entity, will have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, a Statutory Area.



5.2.24 Resource Management Act 1991

The Settlement Legislation will provide for an amendment to Schedule 11 of the Resource Management Act 1991, to add the short title of the Settlement Legislation to that Schedule.

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5.3 COASTAL STATUTORY ACKNOWLEDGEMENTS

5.3.1 Definitions

In this *clause 5.3* and in *clause 5.12*, *Coastal Areas* means the areas described in *Schedules 5.11 and 5.12* of which the landward boundary is the line of mean high water springs.

5.3.2 Statutory Acknowledgement

The Settlement Legislation will provide that:

- (a) The Coastal Areas shall be Statutory Areas for the purposes of *clauses 5.2.2(a) to 5.2.2(c), 5.2.4 to 5.2.13, 5.2.20 to 5.2.23* of this Deed;
- (b) *Clause 5.2.2(b)* shall apply to the Coastal Areas for the purposes of this clause, modified as necessary to refer to *Schedules 5.11 to 5.12*, rather than *Schedules 5.3 to 5.6*; and
- (c) The definition of *Statutory Acknowledgement* set out in *clause 5.2.1* shall apply to the Coastal Areas for the purposes of this clause, modified as necessary to exclude the terms of *clauses 5.2.2(d), 5.2.14, to 5.2.19* of this Deed.



5.4 NOHOANGA ENTITLEMENTS

5.4.1 Definitions

In this clause:

Entitlement Land means a site over which a Nohoanga Entitlement is granted, being in each case a site which meets the criteria set out in *clause 5.4.3*;

Land Holding Agent means the Minister of the Crown responsible for the department which manages the existing or proposed Entitlement Land or the Commissioner of Crown Lands, as the case may be;

Nohoanga Entitlement means an entitlement created and granted under *clause 5.4.2(a)* and *(b)*;

Nohoanga Sites means the areas described in *Schedule 5.13*, and *Nohoanga Site* means any one of them; and

Waterway means:

- (a) Any lake, being a body of fresh water which is entirely or nearly surrounded by land, or a river, being a continually or intermittently flowing body of fresh water, and includes a stream and modified water course, does not include any artificial water course (including an irrigation canal, water supply race, canal for the supply of water for electricity power generation, and farm drainage canal); and
- (b) Coastal waters, including harbours.

5.4.2 Creation of Nohoanga Entitlements

The Settlement Legislation will provide:

- (a) For the creation by the Crown and granting to Te Uri o Hau Governance Entity of renewable entitlements over the Nohoanga Sites which meet the criteria set out in *clause 5.4.3*;
- (b) For Nohoanga Entitlements to be created for the purpose of permitting members of Te Uri o Hau to temporarily occupy the Nohoanga Sites on a non-commercial basis, so as to have access to the Waterways for lawful fishing and lawful gathering of other natural resources in the vicinity;
- (c) For the grant of Nohoanga Entitlements over each Nohoanga Site in the form set out in *Schedule 5.14*, for an initial term of 10 years with effect from the Settlement Date;



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- (d) For the Nohoanga Entitlements to be renewed for further terms of 10 years, unless terminated under *clause 5.4.10*;
- (e) That section 11 and Part X of the Resource Management Act 1991 shall not apply to the granting of a Nohoanga Entitlement;
- (f) That Part IIIB of the Conservation Act 1987 shall not apply to the granting of a Nohoanga Entitlement;
- (g) The granting of a Nohoanga Entitlement under this *clause 5.4.2* must be notified by the Land Holding Agent in the *New Zealand Gazette*; and
- (h) The chief surveyor must note the granting of a Nohoanga Entitlement under this *clause 5.4.2*, and the notice in the *New Zealand Gazette* published under *clause 5.4.2(g)*, in his or her records.

5.4.3 Criteria for Nohoanga Entitlements

The site over which a Nohoanga Entitlement is granted must be land:

- (a) Which is not a national park, a marginal strip, a nature reserve, an esplanade reserve, a scientific reserve or any part of an unformed road (including a road reserve) within 20 metres of a Waterway;
- (b) Which is already in Crown ownership;
- (c) Of approximately 1 hectare in area and suitable for temporary occupation;
- (d) Situated sufficiently close to a Waterway to permit convenient access to the Waterway (normally land adjacent to a marginal strip or esplanade reserve or similar strip bordering the Waterway itself);
- (e) To which practical and legal access exists;
- (f) Where the existing practices and patterns of public use at the time the Nohoanga Entitlement is to be created would not be unreasonably impaired by the granting of a Nohoanga Entitlement; and
- (g) Where the location of the Nohoanga Entitlement shall not unreasonably exclude public access to any Waterway.

5.4.4 Rights attaching to Nohoanga Entitlements

The Settlement Legislation will provide that:



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- (a) Te Uri o Hau Governance Entity will have the right to temporarily occupy the Entitlement Land to the exclusion of any other person (other than agents of the Crown or other persons empowered by statute undertaking their normal functions in relation to the land) for up to 210 days in any calendar year (such days to exclude any day from 1 May to 15 August inclusive);
- (b) Te Uri o Hau Governance Entity will have the right to erect camping shelters or similar temporary dwellings during the period or periods that the right to temporarily occupy the Entitlement Land is being exercised, provided that Te Uri o Hau Governance Entity shall be obliged to remove such camping shelters or temporary dwellings at any time that the right to temporarily occupy the Entitlement Land is not being exercised and to leave the Entitlement Land in substantially the same condition it was in at the beginning of the period in each year when temporary occupation may commence except for temporary effects normally associated with this type of occupation;
- (c) Notwithstanding *clause 5.4.4(b)*, but subject to *clauses 5.4.4(d) to (g) and 5.4.5(c)*, Te Uri o Hau Governance Entity may, with the consent of the Land Holding Agent, undertake such activities on the Entitlement Land which may be reasonably necessary to enable the Entitlement Land to be used for the purposes set out in *clause 5.4.2(b)*;
- (d) The giving of consent by the Land Holding Agent under *clause 5.4.4(c)* shall be completely at his or her discretion and subject to such conditions as he or she thinks fit;
- (e) Where the Entitlement Land is land held under the Conservation Act 1987 or any Act in the First Schedule to that Act, the Land Holding Agent may, in considering whether to give consent under *clause 5.4.4(c)*, require an environmental impact report in relation to the proposed activities, and an audit of that report, at the expense of Te Uri o Hau Governance Entity, and impose reasonable conditions to avoid, remedy or mitigate any adverse effects of the activity on the Entitlement Land and the surrounding land or on any wildlife;
- (f) When applying for any consent under *clause 5.4.4(c)* Te Uri o Hau Governance Entity shall provide to the Land Holding Agent details of the proposed activity including but not limited to:
- (i) The effect of the activities on the Entitlement Land and, where the Entitlement Land is land held under the Conservation Act 1987 or any



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Act in the First Schedule to that Act, on the surrounding land and upon any wildlife; and

- (ii) Any proposed measures by Te Uri o Hau Governance Entity to avoid, remedy or mitigate any adverse effect; and
- (g) If the Crown has complied with its obligations under the Nohoanga Entitlement, it shall not be obliged to compensate Te Uri o Hau Governance Entity for any activities undertaken by Te Uri o Hau Governance Entity under *clause 5.4.4(c)*, whether on termination of the Nohoanga Entitlement or at any other time.

5.4.5 Obligations relating to Nohoanga Entitlements

The Settlement Legislation will also provide that:

- (a) The existence and exercise of the Nohoanga Entitlements will not:
 - (i) Impede public access along any Waterway; or
 - (ii) Restrict the Crown's right to alienate either the Entitlement Land or land adjacent to the Entitlement Land or adjacent to the Waterway next to which the Entitlement Land is situated;
- (b) If the Crown alienates or changes the classification or status of land adjacent to the Entitlement Land with the result that lawful access to the Entitlement Land no longer exists, the Crown must, subject to its obligations to comply with any statutory or regulatory requirements, ensure that Te Uri o Hau Governance Entity continues to have the same type of access to the Entitlement Land as existed prior to such alienation or change of classification or status, unless and until the Nohoanga Entitlement over that Entitlement Land is terminated under *clause 5.4.10*;
- (c) Te Uri o Hau Governance Entity, and the activities carried on by Te Uri o Hau Governance Entity on the Entitlement Land (including any work undertaken on the Entitlement Land under *clause 5.4.4(c)* to (g)) will be subject to all laws, bylaws and regulations and land and water management practices relating to the Entitlement Land including the need, as required, to apply for resource consent under the Resource Management Act 1991;
- (d) In carrying out land and water management and practices relating to the Entitlement Land, the Land Holding Agent must have regard to the existence of the Nohoanga Entitlement and accordingly will notify Te Uri o Hau Governance Entity of any activity which may affect Te Uri o



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Hau Governance Entity and will avoid unreasonable disruption to Te Uri o Hau Governance Entity;

- (e) Subject to *clause 5.4.5(d)*, the Nohoanga Entitlement may be suspended at any time at the discretion of the Land Holding Agent, after consulting with Te Uri o Hau Governance Entity and having particular regard to its views, if thought necessary for reasons of management in accordance with the purposes for which the Entitlement Land is held. If a Nohoanga Entitlement is suspended, the rights under that Nohoanga Entitlement may be exercised by Te Uri o Hau Governance Entity outside the entitlement period described in *clause 5.4.4(a)* for a time equal to the period of suspension;
- (f) The rights of Te Uri o Hau Governance Entity under the Nohoanga Entitlements are not assignable;
- (g) While Te Uri o Hau Governance Entity is occupying the Entitlement Land under the terms of the Nohoanga Entitlement, Te Uri o Hau Governance Entity shall have rights of enforceability of the Nohoanga Entitlement against a person who is not a party to this Deed as if it were the owner of the Entitlement Land; and
- (i) Nohoanga Entitlements shall be subject to:
- (i) Such other special conditions as the Crown may reasonably require to give effect to this *clause 5.4*; and
 - (ii) Such variations as may be agreed by the Land Holding Agent and Te Uri o Hau Governance Entity to the provisions of *clause 5.4.4*,

which are contained in each particular Nohoanga Entitlement.

5.4.6 Crown not obliged to enforce

Te Uri o Hau and the Crown agree that the Crown shall not be obliged to enforce the rights of Te Uri o Hau Governance Entity under a Nohoanga Entitlement against any person who is not a party to this Deed, on behalf of Te Uri o Hau Governance Entity.

5.4.7 Section 44 Reserves Act 1977 not to apply

The Settlement Legislation will provide that section 44 of the Reserves Act 1977 shall not apply to Nohoanga Entitlements which are created over land held under that Act.



5.4.8 Rating Powers Act 1988

The Settlement Legislation will provide confirmation that the grant of the Nohoanga Entitlements shall not make the Entitlement Land rateable for the purposes of sections 4(1)(a) or (b) of the Rating Powers Act 1988.

5.4.9 Service charges

The Settlement Legislation will provide that the Entitlement Land is deemed to be rateable property for the purpose of section 7 of the Rating Powers Act 1988 and will provide that Te Uri o Hau Governance Entity will pay rates, charges and fees payable under that section of the Rating Powers Act 1988 in respect of the Entitlement Land in proportion to the period for which Te Uri O Hau Governance Entity is entitled to occupy the Entitlement Land under *clause 5.4.4*.

5.4.10 Termination of Nohoanga Entitlements

The Settlement Legislation will provide that:

- (a) The Crown may terminate the Nohoanga Entitlement by giving written notice to Te Uri o Hau Governance Entity if:
 - (i) The Crown alienates the Entitlement Land during the term of a Nohoanga Entitlement;
 - (ii) The Entitlement Land is destroyed or permanently detrimentally affected by any natural cause;
 - (iii) It is a condition of the Nohoanga Entitlement that the Entitlement Land is on reserve land which may be required for the specific purpose for which it was originally set apart as a reserve and it becomes so required, or it is an unformed legal road which becomes formed; or
 - (iv) Subject to *clause 5.4.5(b)*, if lawful access to the Nohoanga Site no longer exists;
- (b) Te Uri o Hau Governance Entity and the Crown may terminate the Nohoanga Entitlement by agreement in writing;
- (c) On termination of a Nohoanga Entitlement under *clause 5.4.10(a)* and *5.4.10(b)*, unless the fee simple estate in the Nohoanga Entitlement is to be vested in Te Uri o Hau Governance Entity, the Crown shall take reasonable steps to grant a replacement Nohoanga Entitlement over another site meeting the criteria set out in *clause 5.4.3* and identified pursuant to similar processes used by the parties for identification of Nohoanga Sites prior to entry into this Deed;



- (d) If Te Uri o Hau Governance Entity defaults in performing any of its obligations under the Nohoanga Entitlement, and such default is capable of remedy, the Crown may give written notice to Te Uri o Hau Governance Entity specifying the default and the remedy which the Crown requires (which remedy must be reasonable in the relevant circumstances);
- (e) Unless within 41 Business Days after the giving of notice under *clause 5.4.10(d)* the default specified in the notice has been remedied or appropriate action has been taken to remedy the default as required in the notice given pursuant to *clause 5.4.10(d)* the Crown may immediately terminate the Nohoanga Entitlement by notice in writing to Te Uri o Hau Governance Entity;
- (f) If the default is not one which is capable of remedy the Crown may immediately terminate the Nohoanga Entitlement by notice in writing to Te Uri o Hau Governance Entity; and
- (g) On termination of the Nohoanga Entitlement under *clause 5.4.10(e)* or *clause 5.4.10(f)* Te Uri o Hau Governance Entity shall be entitled to apply to the Minister of Maori Affairs for a replacement Nohoanga Entitlement meeting the criteria set out in *clause 5.4.3* after the expiry of two years from the date of termination of the Nohoanga Entitlement.

5.4.11 Purposes of creation of Nohoanga Entitlements

The Settlement Legislation will provide that, without limiting *clauses 5.4.12* or *5.4.13*, the creation of the Nohoanga Entitlements under this *clause 5.4* will be for the sole purpose of permitting members of Te Uri o Hau to temporarily occupy land close to Waterways, as provided in *clause 5.4.2(b)*.

5.4.12 Rights not affected

The Settlement Legislation will provide that, except as expressly provided in this *clause 5.4*, the existence of the Nohoanga Entitlements will not affect the lawful rights or interests of any person who is not a party to this Deed.

5.4.13 Limitation of rights

The Settlement Legislation will provide that, except as expressly provided in this *clause 5.4*, the existence of the Nohoanga Entitlements will not have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Nohoanga Site.



5.5 RIGHTS OF WAY

5.5.1 Crown to grant right of way to Pouto 2E7B2

On the Settlement Date, the Crown will grant a right of way over Lot 2, DP 39454 to provide the owners of Pouto 2E7B2 block (ML 9470) with access to Pouto 2E7B2 block (ML 9470) and do all things necessary to have the easement registered against the title to Lot 2, DP 39454 as soon as reasonably practicable.

5.5.2 Terms of right of way

The terms and conditions and location of the right of way to be created under *clause 5.5.1* will be as specified in *Schedule 5.15*.

5.5.3 Settlement Legislation

The Settlement Legislation will provide that the permission of a council under section 348 of the Local Government Act 1974 is not required to the granting of the right of way under *clause 5.5.1*.

5.5.4 Right of way to Pihaha

Te Uri o Hau and the Crown acknowledge that the Crown will endeavour to procure an agreement with the owner of the fee simple title to Lot 1 DP187903 to grant to Te Uri o Hau Governance Entity a right of way over Lot 1 DP187903 in order for Te Uri o Hau to have access to Pouto 2C block (ML 387 5/5).



5.6 ESTABLISHMENT OF ADVISORY COMMITTEE UNDER FISHERIES LEGISLATION

5.6.1 Definitions

In this *clause 5.6* and in *clauses 5.7, 5.8, 5.11 and 5.12*:

Ensuring sustainability has the same meaning as in section 8(2) of the Fisheries Act 1996;

Fisheries Legislation means the Fisheries Act 1983 or the Fisheries Act 1996;

Te Uri o Hau Fisheries Advisory Area means the area shown on the map attached as *Attachment 5.1* together with:

- (a) The Mangawhai harbour;
- (b) The Kaipara harbour and its tributaries; and
- (c) The waters (including the foreshore and seabed) of the coastal areas adjacent to the coastal boundary of the area shown on that map extending to the outer limit of the New Zealand fisheries waters (as defined in the Fisheries Legislation); and

Utilisation has the same meaning as in section 8(2) of the Fisheries Act 1996.

5.6.2 Establishment of Advisory Committee

The Crown agrees that the Minister of Fisheries will:

- (a) Appoint Te Uri o Hau Governance Entity, as from the Settlement Date, as an advisory committee under section 21 of the Ministry of Agriculture and Fisheries (Restructuring) Act 1995, to provide advice to the Minister of Fisheries on all matters concerning the utilisation, while ensuring sustainability, of fish, aquatic life and seaweed administered by the Minister of Fisheries within Te Uri o Hau Fisheries Advisory Area under the Fisheries Legislation;
- (b) Consider the advice of the advisory committee; and
- (c) Recognise and provide for the customary non-commercial interests of Te Uri o Hau in respect of all matters concerning the utilisation, while ensuring sustainability, of fish, aquatic life and seaweed within Te Uri o Hau Fisheries Advisory Area.



5.7 ACKNOWLEDGEMENT OF CUSTOMARY NON-COMMERCIAL INTEREST IN CERTAIN FISH SPECIES

5.7.1 Definitions

In *clauses 5.7, 5.9 and 5.12*:

Flounder means Rhombosdea, Pelotretis and Peltorhampus species;

Kahawai means Aripus trutta;

Mullett means Mugil cephalus;

Quota Management Area means any area declared by or under the Fisheries Legislation to be a quota management area;

Ray means fish of the subclass Elasmobranchii, commonly known as ray;

Shark means fish of the subclass Elasmobranchii, commonly known as shark;

Snapper means Pagrus auratus;

Total Allowable Commercial Catch means the total allowable commercial catch set by the Minister of Fisheries under sections 20 and 21 of the Fisheries Act 1996 in respect of the Quota Management Area (or specified for a fishery under sections 28C(1), 28CA, 28OB, 28OC of the Fisheries Act 1983, as the case may be);

Te Uri o Hau Fisheries Protocol Area means the area shown on the map attached as *Attachment 5.1* together with the waters (including foreshore and seabed) of the coastal areas adjacent to the coastal boundary of the area shown on that map;

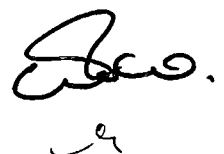
- (a) Within the Kaipara and Mangawhai harbours; and
- (b) Extending to the outer limit of the Exclusive Economic Zone (as defined in the Territorial Sea, Contiguous Zone, and Exclusive Economic Zone Act 1977); and

Toheroa means Paphies Ventricosa.

5.7.2 Customary non-commercial interest in Toheroa acknowledged

The Crown acknowledges that:

- (a) Te Uri o Hau have a customary non-commercial interest in the Toheroa fishery in Te Uri o Hau Fisheries Protocol Area; and



- (b) The Toheroa fishery in Te Uri o Hau Fisheries Protocol Area is not currently fished commercially or recreationally (other than for customary non-commercial purposes).

5.7.3 Consultation with Advisory Committee in relation to proposals affecting Toheroa

The Crown agrees that the Ministry of Fisheries will consult with the Advisory Committee referred to in *clause 5.6.2* in relation to any proposal to the Minister of Fisheries affecting the Toheroa fishery in Te Uri o Hau Fisheries Protocol Area.

5.7.4 Recognition of customary non-commercial interest in Toheroa

The Crown agrees that the Minister of Fisheries will, in considering any proposal affecting the Toheroa fishery in Te Uri o Hau Fisheries Protocol Area, ensure that the customary non-commercial fishing interests of Te Uri o Hau in Toheroa in Te Uri o Hau Fisheries Protocol Area are recognised and provided for in accordance with the provisions of:

- (a) Section 10 of the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992; and
- (b) Where the proposal relates to setting or varying the Total Allowable Commercial Catch, section 21 of the Fisheries Act 1996 (or specified for a fishery under sections 28C(1), 28CA, 28OB, 28OC of the Fisheries Act 1983, as the case may be).

5.7.5 Customary non-commercial interest in Shark, Ray, Flounder, Snapper, Kahawai and Mullet acknowledged

The Crown acknowledges that Te Uri o Hau have a customary non-commercial interest in the Shark, Ray, Flounder, Snapper, Kahawai and Mullet fisheries in Te Uri o Hau Fisheries Advisory Area.

5.7.6 Consultation with Advisory Committee in relation to decisions concerning Shark, Ray, Flounder, Snapper, Kahawai and Mullet

The Crown agrees that the Minister of Fisheries will, when making decisions concerning the utilisation, while ensuring sustainability, of Shark, Ray, Flounder, Snapper, Kahawai or Mullet within Te Uri o Hau Fisheries Advisory Area, to the extent that the Minister is responsible for those species, consult with the Advisory Committee referred to in *clause 5.6.2* and recognise and provide for the customary non-commercial interest of Te Uri o Hau in Shark, Ray, Flounder, Snapper, Kahawai and Mullet in Te Uri o Hau Fisheries Advisory Area, consistent with the overall objectives of the Fisheries Legislation.



5.7.7 Purpose of acknowledgements

Without limiting *clauses 5.7.8 to 5.7.10*, the acknowledgements made in *clauses 5.7.2 and 5.7.5* are for the purposes of *clauses 5.7.3 and 5.7.4 or clause 5.7.6* (as the case may be) only.

5.7.8 Exercise of powers, duties and functions

Except as expressly provided in *clauses 5.7.3 and 5.7.4 or clause 5.7.6* (as the case may be):

- (a) The acknowledgements made in *clauses 5.7.2 and 5.7.5* do not affect, and may not be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation or bylaw; and
- (b) Without limiting *clause 5.7.8(a)*, no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation or bylaw may give any greater or lesser weight to Te Uri o Hau customary non-commercial interest in the relevant species than that person or entity would give under the relevant statute, regulation or bylaw, if no acknowledgement had been made by the Crown of that customary non-commercial interest.

5.7.9 Rights not affected

Except as expressly provided in *clauses 5.7.3 and 5.7.4 or clause 5.7.6* (as the case may be), the acknowledgements made in *clauses 5.7.2 and 5.7.5* do not affect the lawful rights or interests of any person who is not a party to this Deed.

5.7.10 Limitation of rights

Except as expressly provided in *clauses 5.7.3 and 5.7.4 or clause 5.7.6* (as the case may be), the acknowledgements made in *clauses 5.7.2 and 5.7.5* do not have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to Toheroa or Shark, Ray, Flounder, Snapper, Kahawai and Mullet (as the case may be).



5.8 RIGHT OF FIRST REFUSAL OVER SHELLFISH QUOTA

5.8.1 Definition

In this *clause* 5.8, Te Uri o Hau Shellfish RFR Area means the area shown on the map attached as *Attachment 5.2*.

5.8.2 Delivery by the Crown of Deed Granting a Right of First Refusal

The Crown shall, by no later than the Settlement Date, deliver to Te Uri o Hau Governance Entity a deed:

- (a) In the form specified in *Schedule 5.16* (a “Deed Granting a Right of First Refusal over Shellfish Quota”); and
- (b) In duplicate duly executed by the Crown.

5.8.3 Term of Deed

The Deed Granting a Right of First Refusal over Shellfish Quota shall be effective for a period of 50 years from the Settlement Date.

5.8.4 Area covered by Deed Granting a Right of First Refusal

The Deed Granting a Right of First Refusal over Shellfish Quota relates to Te Uri o Hau Shellfish RFR Area.

5.8.5 Execution of Deed by Te Uri o Hau Governance Entity

Te Uri o Hau Governance Entity shall:

- (a) Execute the Deed Granting a Right of First Refusal over Shellfish Quota in duplicate; and
- (b) Return one copy of that Deed to the Crown no later than the date which is 10 Business Days after the Settlement Date.

5.8.6 Parties bound from Settlement Date

The Deed Granting a Right of First Refusal over Shellfish Quota shall have effect from the Settlement Date as if it had been validly executed on the Settlement Date by the Crown and Te Uri o Hau Governance Entity.

5.8.7 Crown has no Obligation to Sell Quota

Nothing in this Deed requires, or in the Deed Granting a Right of First Refusal over Shellfish Quota will require, the Crown to offer for sale any Quota held by the Crown.



5.8.8 Settlement Legislation to provide Certain Matters

The Crown and Te Uri o Hau agree that the Settlement Legislation will provide that, to the extent that the aggregate of:

- (a) Any Quota purchased by Te Uri o Hau Governance Entity under the Deed Granting a Right of First Refusal over Shellfish Quota; and
- (b) Any Quota received by Te Uri o Hau Governance Entity from the Treaty of Waitangi Fisheries Commission;

exceeds any limit on the holding of Quota under section 59 of the Fisheries Act 1996 (or Section 28W of the Fisheries Act 1983, as the case may be), Te Uri o Hau Governance Entity will be deemed to have received, under section 60 of the Fisheries Act 1996 (or Section 28W(3) of the Fisheries Act 1983, as the case may be), the consent of the relevant Minister to hold the Quota held by the Governance Entity in excess of that limit.


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5.9 EEL FISHERIES

5.9.1 Definitions

In this *clause 5.9*:

Eel means *Anguilla dieffenbachii* (long finned eel), *Anguilla australis* (shortfinned eel), and *Anguilla rheinhartii*;

Permitted Catch means the maximum quantity of Undersized Eel that is permitted to be taken under section 64 of the Fisheries Act 1983 or section 97 of the Fisheries Act 1996;

Pouto Lakes means all lakes named and unnamed located on the Pouto Peninsula; and

Undersized Eel means Eel with a weight less than 220 grams.

5.9.2 Te Uri o Hau Governance Entity may propose amendment to Fisheries (Kaimoana Customary Fishing) Regulations 1998

The Crown agrees that upon receipt of a proposal from Te Uri o Hau Governance Entity to include the Eel fisheries in the Pouto Lakes within the application of the Fisheries (Kaimoana Customary Fishing) Regulations 1998, the Minister of Fisheries will consult with the Advisory Committee referred to in *clause 5.6.2* in respect of such a proposal by Te Uri o Hau Governance Entity.

5.9.3 Crown obligation to consider proposal

Te Uri o Hau and the Crown acknowledge that the only obligation of the Minister of Fisheries under *clause 5.9.2* is to consider the proposal and to consult with the Advisory Committee in respect of the proposal, and, in particular, there is no obligation or expectation that:

- (a) The Minister of Fisheries will agree with all or part of that proposal; or
- (b) The Fisheries (Kaimoana Customary Fishing) Regulations 1998, Fisheries Act 1996, the Fisheries Act 1983 or any other legislation or regulations will be amended in accordance with the proposal.

5.9.4 Minister of Fisheries to consider restricting or prohibiting Eel fishing methods in Pouto Lakes

- (a) The Crown agrees that the Minister of Fisheries will consider, in accordance with section 186A of the Fisheries Act 1996, temporarily restricting or prohibiting the use of certain Eel fishing methods, being fyke net and hinaki, in respect of the Pouto Lakes, and will within 12 months of the Settlement

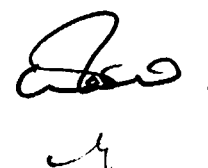


Date commence the relevant consultation processes provided for in section 186A of the Fisheries Act 1996.

- (b) Te Uri o Hau and the Crown acknowledge that the only obligation of the Minister of Fisheries in *clause 5.9.4(a)* is to consider restricting or prohibiting the use of the specified Eel fishing methods in the Pouto Lakes and to consult in respect of this in accordance with section 186A of the Fisheries Act 1996, and, in particular, there is no obligation or expectation that the Minister will, by notice in the *New Zealand Gazette*, temporarily restrict or prohibit the use of any of the specified Eel fishing methods in the Pouto Lakes.

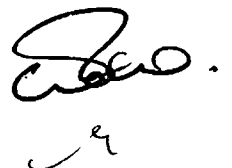
5.9.5 Taking of Undersized Eel in Te Uri o Hau Fisheries Protocol Area

- (a) The Crown agrees that in each of the 3 years following the Settlement Date, in the event that Te Uri o Hau Governance Entity gives written notice to the Crown that it is considering making an application for a special permit to the Minister of Fisheries under section 64 of the Fisheries Act 1983 or section 97 of the Fisheries Act 1996 to take Eel within Te Uri o Hau Fisheries Protocol Area, the Ministry of Fisheries will discuss with Te Uri o Hau Governance Entity prior to such an application being made:
- (i) The size of the Permitted Catch from each of not more than 3 sites within that part of Te Uri o Hau Fisheries Protocol Area specified by Te Uri o Hau Governance Entity to the Ministry of Fisheries in writing; and
- (ii) The likely conditions of any Permitted Catch under section 64 of the Fisheries Act 1983 or section 97 of the Fisheries Act 1996 in relation to each of the sites specified by Te Uri o Hau Governance Entity under *clause 5.9.5(a)(i)* above including the likely conditions in relation to the relocation of any of that Permitted Catch in waterways and aquacultural farms in Te Uri o Hau Fisheries Protocol Area.
- (b) The Crown agrees that the Minister of Fisheries will consider, in accordance with the relevant legislation and operational processes, any application from Te Uri o Hau Governance Entity for a special permit under section 64 of the Fisheries Act 1983 or section 97 of the Fisheries Act 1996 (as the case may be) to take Undersized Eels (elvers or glass eels) from waterways within Te Uri o Hau Fisheries Protocol Area as part of any enhancement or aquacultural project.



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- (c) Te Uri o Hau and the Crown acknowledge that the only obligation of the Minister of Fisheries under *clauses 5.9.5(a) and (b)* are to discuss or to consider (as the case may be) the application for a special permit by Te Uri o Hau Governance Entity and, in particular, there is no obligation or expectation that a permit will be issued to Te Uri o Hau Governance Entity.

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5.10 OYSTER RESERVES

5.10.1 Definitions

In this *clause 5.10*:

Oyster includes the kinds of molluscs known as *Saccostrea chiliensis* (formerly known as *Crassostrea glomerata*), and *Crassostrea gigas*, commonly known as Rock oyster and Pacific oyster respectively; and *Tiostrea lutaria* (formerly known as *Ostrea lutaria*), commonly known as Dredge oyster; and

Oyster Reserves means the following areas of Kaipara Harbour:

- (a) The Arapaoa River between Wakaiti and Tahupo Creek;
- (b) The Arapaoa and Otamatea Rivers between Te Kopua Point and Waipako;
- (c) The Otamatea River between Batley Wharf and Tanoa Point;
- (d) The Otamatea River between Paparoa Point and Onoke Point;
- (e) The Oruawharo River between Raekau Wharf and Waingopai Creek; and
- (f) The Wairoa River between Pouto Wharf and Sail Point.

5.10.2 Consultation on regulations

The Crown will consult with Te Uri o Hau Governance Entity in respect of the development of the regulations referred to in *clause 5.10.3*.

5.10.3 Making regulations

Regulation 9 of the Fisheries (Auckland and Kermadec Areas Amateur Fishing) Regulations 1996 prohibits any person who is not a Maori from taking any Oysters in certain parts of the Kaipara Harbour. The Crown agrees that the Minister of Fisheries will within 18 months of the Settlement Date recommend to the Governor-General the making of regulations under Part IX of the Fisheries Act 1996 with the purpose of providing for:

- (a) Regulation 9 of the Fisheries (Auckland and Kermadec Areas Amateur Fishing) Regulations 1986 and section 23 of the Fisheries (Amateur Fishing) Regulations 1986 to cease to apply to those parts of the Kaipara Harbour identified in Regulation 9(e) of the Fisheries (Auckland and Kermadec Areas Amateur Fishing) Regulations 1986;
- (b) Regulations made under this clause will prevail over the Fisheries (Kaimoana Customary Fishing) Regulations 1998 (*1998 Regulations*) or any

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other regulations insofar as the 1998 Regulations and any other regulations relate to Oysters in the Oyster Reserves and for Regulation 4 of the 1998 Regulations to be amended accordingly;

- (c) The empowering of Te Uri o Hau Governance Entity to nominate a management structure to manage customary non-commercial food gathering of Oysters within the Oyster Reserves;
- (d) Recognition of and provision for exclusive customary non-commercial food gathering of Oysters by any person authorised to do so by the management structure nominated by Te Uri o Hau Governance Entity in respect of the Oyster Reserves to the extent that such food gathering is neither commercial in any way nor for pecuniary gain or trade, such recognition will include recognition and provision for the exclusion of recreational harvest by any other persons in respect of the Oyster Reserves;
- (e) The definition of the location and description of the Oyster Reserves;
- (f) The empowering of the management structure nominated by Te Uri o Hau Governance Entity to:
 - (i) Authorise any individuals to take Oysters for customary non-commercial food gathering purposes from within the whole or any part of the Oyster Reserves;
 - (ii) Restrict or prohibit the taking of Oysters from within the whole or part of the Oyster Reserves for any purpose that Te Uri o Hau Governance Entity considers necessary for the utilisation, while ensuring sustainability, of the Oyster resources in the Oyster Reserves subject to review and approval of controls by the Minister of Fisheries in respect of the purposes of the Fisheries Act 1996;
 - (iii) Prepare a management plan or strategy for the Oyster Reserves;
 - (iv) Authorise any person to take Oysters from any area within the Oyster Reserves and to release those Oysters within another part of the Oyster Reserves, for the purpose of enhancing the stock;
 - (v) Request the Minister of Fisheries to recommend the making of regulations to allow the commercial taking of Oysters by quantity or time period within the Oyster Reserves. On receipt of a request, the Minister may recommend to the Governor-General the making of regulations under section 186 and section 297 of the Fisheries Act

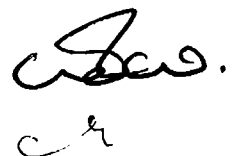


1996 to provide for commercial fishing in the Oyster Reserves for Oysters in such quantities and for such time as may be requested by the management structure. Such commercial fishing must be conducted in accordance with the Fisheries Act 1996 and the relevant commercial fishing regulations applying under that Act; and

- (vi) Where the commercial taking of Oysters within the Oyster Reserves is approved under the Fisheries Act 1996, provide advice to the Minister of Fisheries on whether any marine farming lease or licence issued under the Marine Farming Act 1971 should be issued or extended and whether further commercial fishing of Oysters should be approved within the Oyster Reserves taking into account the utilisation, while ensuring sustainability, of the Oysters in the Oyster Reserves;
- (g) The management structure nominated by Te Uri o Hau Governance Entity to keep accurate records of the quantities of Oysters taken by those persons authorised by them to take Oysters and submit these records to the Minister of Fisheries;
- (h) The management structure nominated by Te Uri o Hau Governance Entity to each year hold a meeting with Te Uri o Hau by calling a hui to report on matters relevant to the effective management of customary food gathering by the management structure, including, but not restricted to, reporting on the number of authorisations granted for the period and any restrictions or prohibitions in force for that period; and
- (i) Offences against the regulations and penalties applying where a person commits an offence against the regulations.

5.10.4 Settlement Legislation

The Settlement Legislation will provide that regulations may be made under *clause 5.10.3* despite section 10(d) of the Treaty of Waitangi Fisheries Claims Settlement Act 1992.

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5.11 INDIGENOUS SPECIES

5.11.1 Definitions

In this *clause 5.11* and in *clause 5.12*:

Indigenous Species means, the indigenous fish, flora and fauna species found within Te Uri o Hau DOC Protocol Area for which the Department of Conservation has statutory responsibility; and

Te Uri o Hau DOC Protocol Area means the area shown on the map attached as *Attachment 5.1*.

5.11.2 Special association with Indigenous Species acknowledged

The Settlement Legislation will provide an acknowledgement by the Crown of Te Uri o Hau statement of its cultural, spiritual, historic, and traditional association with the Indigenous Species, as set out in *Schedule 5.17*.

5.11.3 Purpose of acknowledgement

The Settlement Legislation will provide that, without limiting *clauses 5.11.4* to *5.11.6*, the acknowledgement given by the Crown under *clause 5.11.2* will be for the purposes of *clause 5.12.2(a)* only.

5.11.4 Exercise of powers, duties and functions

The Settlement Legislation will provide that, except as expressly provided in this *clause 5.11*:

- (a) The acknowledgement given under *clause 5.11.2* will not affect, or be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) Without limiting *clause 5.11.4(a)*, no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation or bylaw may give any greater or lesser weight to Te Uri o Hau association with the Indigenous Species than that person or entity would give under the relevant statute, regulation or bylaw, if no acknowledgement had been made by the Crown of that association with the Indigenous Species.

5.11.5 Rights not affected

The Settlement Legislation will provide that, except as expressly provided in this *clause 5.11*, the acknowledgement given under *clause 5.11.2* will not affect the lawful rights or interests of any person who is not a party to this Deed.



5.11.6 Limitation of rights

The Settlement Legislation will provide that, except as expressly provided in *clause 5.11*, the acknowledgement given under *clause 5.11.2* will not have the effect of granting, creating or providing evidence of any estate or interest in or any rights of any kind whatsoever relating to any Indigenous Species.

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5.12 PROTOCOLS

5.12.1 Definitions

In this *clause 5.12*:

Antiquity has the same meaning as in section 2 of the Antiquities Act 1975;

Artifact has the same meaning as in section 2 of the Antiquities Act 1975;

Crown Owned Minerals means any naturally occurring inorganic substance beneath or at the surface of the earth, whether or not under water, and includes all metallic minerals, non-metallic minerals, fuel minerals (including coal and petroleum), precious stones, industrial rocks and building stones within the meaning of the Crown Minerals Act 1991, and within the scope of the relevant minerals programmes, and any prescribed substance within the meaning of the Atomic Energy Act 1945, that is the property of the Crown in accordance with sections 10 and 11 of the Crown Minerals Act 1991 and over which the Crown has jurisdiction in accordance with the Continental Shelf Act 1964;

Minister means the Minister of Conservation, the Minister of Fisheries, the Minister of Energy, or the Minister for Arts, Culture and Heritage (as the case may be);

Ministry means the Department of Conservation, the Ministry of Fisheries, the Ministry of Economic Development, or the Ministry for Culture and Heritage (as the case may be);

Petroleum Exploration Permit means a petroleum exploration permit allocated under the Crown Minerals Act 1991;

Protocol means a statement in writing, issued by the Crown through the Minister of Conservation, the Minister of Fisheries, the Minister of Energy, or the Minister for Arts, Culture and Heritage (as the case may be) to Te Uri o Hau Governance Entity, which sets out:

- (a) How the Department of Conservation will exercise its functions, powers and duties in relation to specified matters within Te Uri o Hau DOC Protocol Area; or
- (b) How the Ministry of Fisheries will exercise its functions, powers and duties in relation to specified matters within Te Uri o Hau Fisheries Protocol Area;



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- (c) How the Ministry of Economic Development will exercise its functions, powers and duties in relation to specified matters within Te Uri o Hau MED Protocol Area; or
- (d) How the Ministry for Culture and Heritage will exercise its functions, powers and duties in relation to specified matters within Te Uri o Hau Antiquities Protocol Area;
- (e) How the Ministry of Economic Development will, on a continuing basis, consult with Te Uri o Hau and provide for Te Uri o Hau input into its decision-making processes; or
- (f) How the Department of Conservation, the Ministry of Fisheries, or the Ministry for Culture and Heritage (as the case may be) will, on a continuing basis, interact with Te Uri o Hau and provide for Te Uri o Hau input into their decision-making processes;

Te Uri o Hau Antiquities Protocol Area means the area shown on the map attached as *Attachment 5.1* together with:

- (a) The Mangawhai harbour;
- (b) The Kaipara harbour and its tributaries; and
- (c) The waters (including the foreshore and seabed) of the coastal areas adjacent to the coastal boundary of the area shown on that map extending to the outer limit of the territorial sea (as defined in the Territorial Sea, Contiguous Zone, and Exclusive Economic Zone Act 1977);

Te Uri o Hau DOC Protocol Area has the meaning set out in *clause 5.11.1*;

Te Uri o Hau Fisheries Protocol Area has the meaning set out in *clause 5.7.1*; and

Te Uri o Hau MED Protocol Area means the area shown on the map attached as *Attachment 5.1* together with the waters (including foreshore and seabed) of the coastal areas adjacent to the coastal boundary of the area shown on that map:

- (a) Within the Kaipara and Mangawhai harbours; and
- (b) Extending to the outer limit of the Exclusive Economic Zone (as defined in the Territorial Sea, Contiguous Zone, and Exclusive Economic Zone Act 1977).



5.12.2 Issue of Protocols

- (a) On the Settlement Date the Crown, through the Minister of Conservation, will issue a Protocol in the form set out in *Schedule 5.18* on the following matters within Te Uri o Hau DOC Protocol Area:
- (i) The provision of access to, and the use of, cultural materials;
 - (ii) The management of historic resources (including wahi tapu and wahi taonga of, and places of historic significance to, Te Uri o Hau);
 - (iii) The management of threatened indigenous species;
 - (iv) The management of marine mammals that have been stranded in the coastal area;
 - (v) Resource Management Act 1991 involvement;
 - (vi) The performance of the Department of Conservation's functions in relation to freshwater fisheries;
 - (vii) Consultation with Te Uri o Hau on pest control undertaken by the Department of Conservation;
 - (viii) Visitor and public information; and
 - (ix) The Department of Conservation informing Te Uri o Hau of concession applications affecting land administered by the Department of Conservation.
- (b) On the Settlement Date the Crown, through the Minister of Fisheries, will issue a Protocol in the form set out in *Schedule 5.19* on the following matters:
- (i) Recognition of the interests of Te Uri o Hau in all species of fish, aquatic life or seaweed that exist within Te Uri o Hau Fisheries Protocol Area;
 - (ii) Development of sustainability measures, fisheries regulations and fisheries plans;
 - (iii) Customary non-commercial fisheries management;
 - (iv) Research planning;



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- (v) Nature and extent of fisheries services;
 - (vi) Contracting for services; and
 - (vii) Employment of staff with non-commercial customary fisheries responsibilities.
- (c) On the Settlement Date the Crown, through the Minister of Energy, will issue a Protocol in the form set out in *Schedule 5.20* on the following matters:
- (i) In relation to Crown Owned Minerals (other than petroleum), consultation with Te Uri o Hau in respect of:
 - (aa) The preparation by the Minister of Energy of new minerals programmes in accordance with the Crown Minerals Act 1991;
 - (bb) Planning in respect of a competitive tender allocation of a permit block; and
 - (cc) Applications received for permits or applications received for amendments to permits which seek to extend the land covered by an existing permit (except where consultation has already taken place as part of planning in respect of a competitive tender); and
 - (ii) In relation to Crown owned petroleum, consultation with Te Uri o Hau in respect of:
 - (aa) The preparation by the Minister of Energy of new minerals programmes in respect of petroleum in accordance with the Crown Minerals Act 1991;
 - (bb) The planning by the Ministry of Economic Development in respect of any petroleum exploration permit block offer;
 - (cc) Applications for Petroleum Exploration Permits except where consultation has already taken place in relation to a petroleum exploration permit block offer; and
 - (dd) Applications to amend a Petroleum Exploration Permit to extend the land or minerals to which the Petroleum Exploration Permit relates.



- (d) On the Settlement Date the Crown, through the Minister for Arts, Culture and Heritage, will issue a Protocol in the form set out in *Schedule 5.21* on:
- (i) Newly found Artifacts;
 - (ii) The export of Artifacts; and
 - (iii) The Antiquities legislative framework.

5.12.3 Authority to issue, amend or cancel Protocols

The Settlement Legislation will provide that:

- (a) Subject to clause 5.12.3(c) each Minister may issue a Protocol in the form referred to in *clause 5.12.2*; and may, from time to time, amend or cancel that Protocol;
- (b) A Protocol may be amended or cancelled pursuant to *clause 5.12.3(a)* at the initiative of either the Minister or Te Uri o Hau Governance Entity; and
- (c) The relevant Minister may amend or cancel a Protocol, only after consulting with, and having particular regard to, Te Uri o Hau Governance Entity.

5.12.4 Protocols subject to Crown obligations

The Settlement Legislation will provide that all Protocols shall be issued and amended, subject to, and without restriction upon:

- (a) The obligations of the relevant Minister and the relevant Ministry to discharge their respective functions, powers and duties in accordance with existing law and government policy from time to time; and
- (b) The Crown's powers to amend policy and introduce legislation, including amending legislation.

5.12.5 Noting of Protocols

The Settlement Legislation will provide:

- (a) The existence of the Protocol issued under *clause 5.12.2(a)*, once issued, and as amended from time to time, and including a definition of the Protocols as set out in *clause 5.12.1* and a summary of the terms of issue of the Protocols, shall be noted in conservation management strategies, conservation management plans and national park management plans from time to time affecting the area covered by the Protocol;



- (b) That such noting of the Protocol issued under *clause 5.12.2(a)* shall be for the purpose of public notice only and shall not be amendments to the relevant strategies or plans for the purposes of section 17I of the Conservation Act 1987 or section 46 of the National Parks Act 1980;
- (c) That the existence of the Protocol issued under *clause 5.12.2(b)*, once issued, and as amended from time to time, and including a definition of the Protocols as set out in *clause 5.12.1* and a summary of the terms of issue of the Protocols, shall be noted in fisheries plans from time to time affecting the area covered by the Protocol; and
- (d) That such noting of the Protocol issued under *clause 5.12.2(b)* shall be for the purpose of public notice only and shall not be amendments to the relevant strategies or plans for the purposes of section 11A of the Fisheries Act 1996.

5.12.6 Enforceability of Protocols

The Settlement Legislation will provide that:

- (a) The Minister must comply with the Protocol issued by that Minister as long as it remains in force;
- (b) If the Minister fails unreasonably to comply with the Protocol issued by that Minister, Te Uri o Hau Governance Entity may, subject to the Crown Proceedings Act 1950, enforce the Protocol by way of public law action against the Minister;
- (c) Notwithstanding *clause 5.12.6(b)*, damages are not available as a remedy for failure to comply with the Protocol; and
- (d) This clause does not apply to any guidelines developed in respect of the implementation of the Protocol.

5.12.7 Not breach of Deed

Any failure by the relevant Minister to comply with a Protocol issued under *clause 5.12.2* shall not constitute a breach of this Deed.

5.12.8 Limitation of rights

The Settlement Legislation will provide:

- (a) That a Protocol issued under *clause 5.12.2(a)* does not have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, land held, managed or



administered, or flora and fauna managed or administered, under the Conservation Act 1987 or the statutes listed in the First Schedule to that Act;

- (b) That a Protocol issued under *clause 5.12.2(b)* will not have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, any assets or other property rights held, managed or administered under the Fisheries Legislation (including fish, aquatic life or seaweed);
- (c) That a Protocol issued under *clause 5.12.2(c)* will not have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to any Crown Owned Minerals held, managed or administered under the Crown Minerals Act 1991; and
- (d) That a Protocol issued under *clause 5.12.2(d)* will not have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, antiquities or artefacts, managed or administered under the Antiquities Act 1975.

5.12.9 Consistency with the Conservation Act 1987

A Protocol issued under *clause 5.12.2(a)* is consistent with section 4 of the Conservation Act 1987 and does not override or diminish the requirements of that Act or of the statutes listed in the First Schedule to that Act, or the functions and powers of the Minister of Conservation or the Department of Conservation under those Acts, or the rights of any Te Uri o Hau Claimant under those Acts.

5.12.10 Consistency with Crown Minerals Act 1991

A Protocol issued under *clause 5.12.2(c)* is consistent with section 4 of the Crown Minerals Act 1991 and does not override or diminish the requirements of that Act, or the functions and powers of the Minister of Energy or the Ministry of Economic Development under that Act, or the rights of any Te Uri o Hau Claimant under that Act.

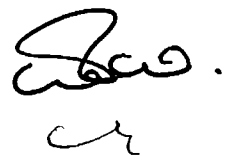
5.12.11 Consistency with other Acts

A Protocol issued under *clause 5.12.2(b)* or *clause 5.12.2(d)* does not override or diminish the requirements of, respectively, the Fisheries Legislation (as defined in *clause 5.6.1*) and the Antiquities Act 1975, or the functions and powers of the relevant Minister or Ministry under those Acts, or the rights of any Te Uri o Hau Claimant under those Acts.



5.12.12 Ministers may consult

Nothing in any of the Protocols issued under *clause 5.12.2* restricts the ability of the relevant Minister or Ministry to consult with, or detracts from the responsibilities of the relevant Minister or Ministry in relation to, other parties or entities in addition to Te Uri o Hau Governance Entity, including, but not limited to, any other iwi, hapu, marae, whanau, or other representatives of tangata whenua.

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5.13 REGIONAL AND DISTRICT COUNCILS

Te Uri o Hau Governance Entity and the Crown acknowledge that:

- (a) The Minister in Charge of Treaty of Waitangi Negotiations has written a letter to the Northland Regional Council, the Auckland Regional Council, the Kaipara District Council and the Rodney District Council encouraging each council to enter into a memorandum of understanding (or similar document) with Te Uri o Hau Governance Entity in relation to the interaction between the council and Te Uri o Hau; and
- (b) The only obligation of the Crown under this *clause 5.13* was to write to the relevant Councils and that there is no obligation that the relevant Councils will enter into a memorandum of understanding (or similar document) with Te Uri o Hau Governance Entity or take any other action as a result of the letter from the Minister in Charge of Treaty of Waitangi Negotiations.

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5.14 PLACE NAMES

5.14.1 Definitions

In this *clause 5.14*, *Place Names* means the names of the places listed in *Schedule 5.22*.

5.14.2 Amendment of Place Names

The Settlement Legislation will provide for the New Zealand Geographic Board to be deemed to have approved the amendment of the Place Names from the existing Place Name shown in the 'Current Name' column to the dual Maori/English or Maori name shown in the 'New Name' column of *Schedule 5.22* (or the creation of the new Place Name shown in the 'New Name' column of that Attachment, as the case may be), in accordance with the New Zealand Geographic Board Act 1946.

5.14.3 Process for updating

The Crown will arrange for the substitution of the Place Names on official signs and publications as those signs and publications become due in the ordinary course for replacement, updating or re-printing.

5.14.4 Amendment to reserve names

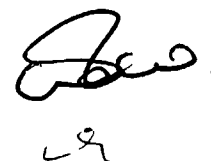
The Settlement Legislation will provide that:

- (a) The name of Maungaturoto Scenic Reserve is to be changed to Pukeareinga Scenic Reserve;
- (b) The name of Tapura Government Purpose (Wildlife Management) Reserve is to be changed to Manukapua Government Purpose (Wildlife Management) Reserve;
- (c) The changes of name referred to in *clauses 5.14.4(a)* and *(b)* shall be deemed to have been changed under section 16(10) of the Reserves Act 1977; and
- (d) The Crown will arrange for changes referred to in *clauses 5.14.4(a)* and *(b)* on official signs and publications as those signs and publications become due in the ordinary course for replacement, updating or re-printing.

5.14.5 Rodney District Council

Te Uri o Hau Governance Entity and the Crown acknowledge that:

- (a) the Minister in Charge of Treaty of Waitangi Negotiations has written a letter to the Rodney District Council encouraging the Council to amend the



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CULTURAL REDRESS

existing place name “Te Ngaio Point Road” to “Hemanawhiti/Te Ngaio Point Road”; and

- (b) the only obligation of the Crown under this *Clause 5.14* was to write to the Rodney District Council and that there is no obligation on the Rodney District Council to amend the place names or take any action as a result of the letter from the Minister in Charge of Treaty of Waitangi Negotiations.

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5.15 CONSISTENCY WITH LEGISLATION

The parties agree and acknowledge that a number of the redress instruments described in *Section 5* (Cultural Redress) are directed at providing Te Uri o Hau Governance Entity with meaningful input into Department of Conservation and Ministry of Fisheries decision-making relating to specified aspects of management and administration of certain areas of land and species which affect Te Uri o Hau interests, but those instruments do not override or diminish the requirements of the Conservation Act 1987 or the statutes listed in the First Schedule to that Act or the Fisheries Legislation (as defined in *clause 5.6*), or the functions and powers of the Minister of Conservation or the Department of Conservation or the Minister of Fisheries or the Ministry of Fisheries under those Acts, or the rights of any Te Uri o Hau Claimant under those Acts.

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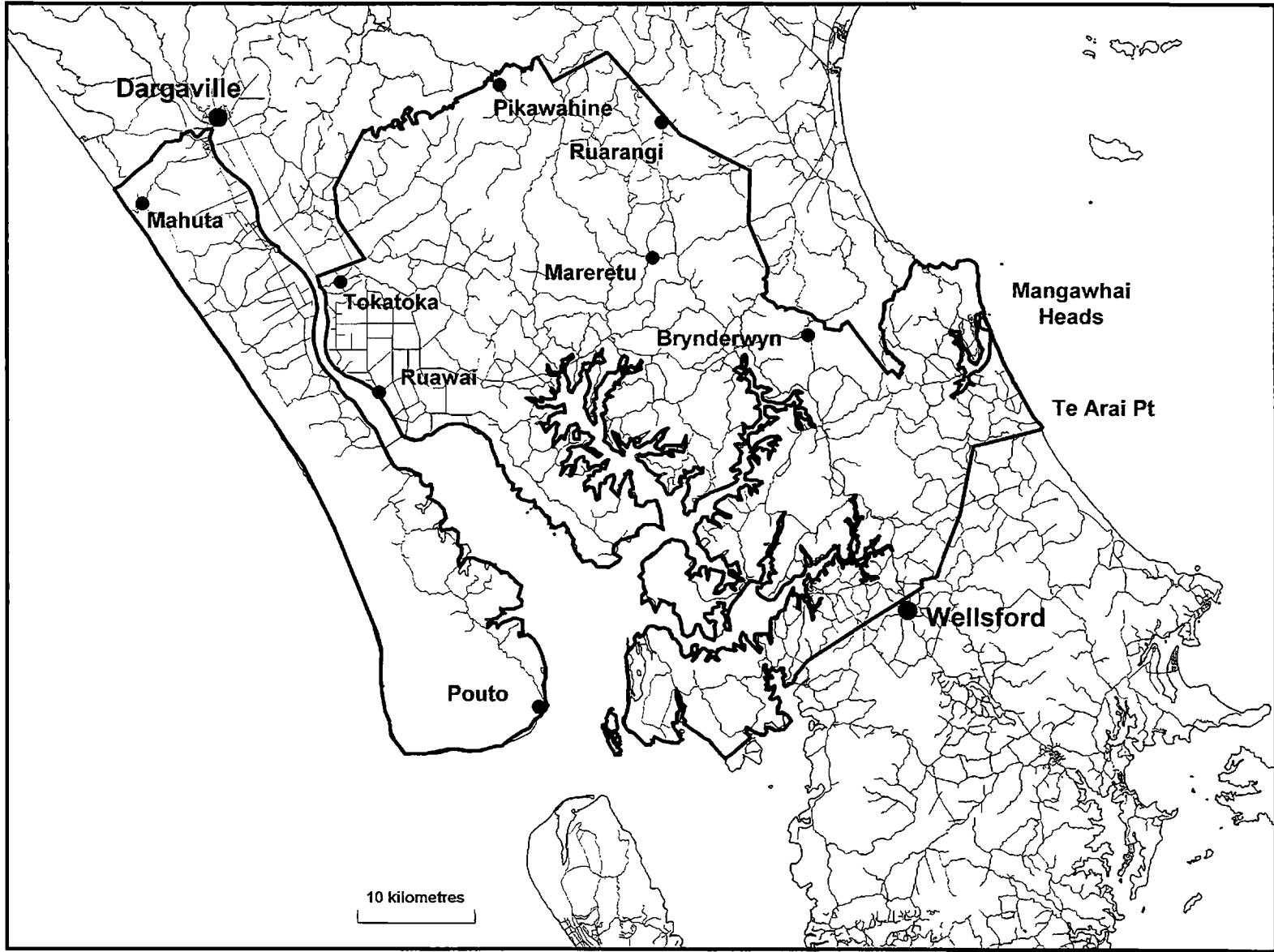
ATTACHMENT 5.1

**TE URI O HAU FISHERIES ADVISORY AREA AND TE URI O
HAU PROTOCOL AREA**

(Clauses 5.6.1, 5.7.1, 5.11.1 and 5.12.1)

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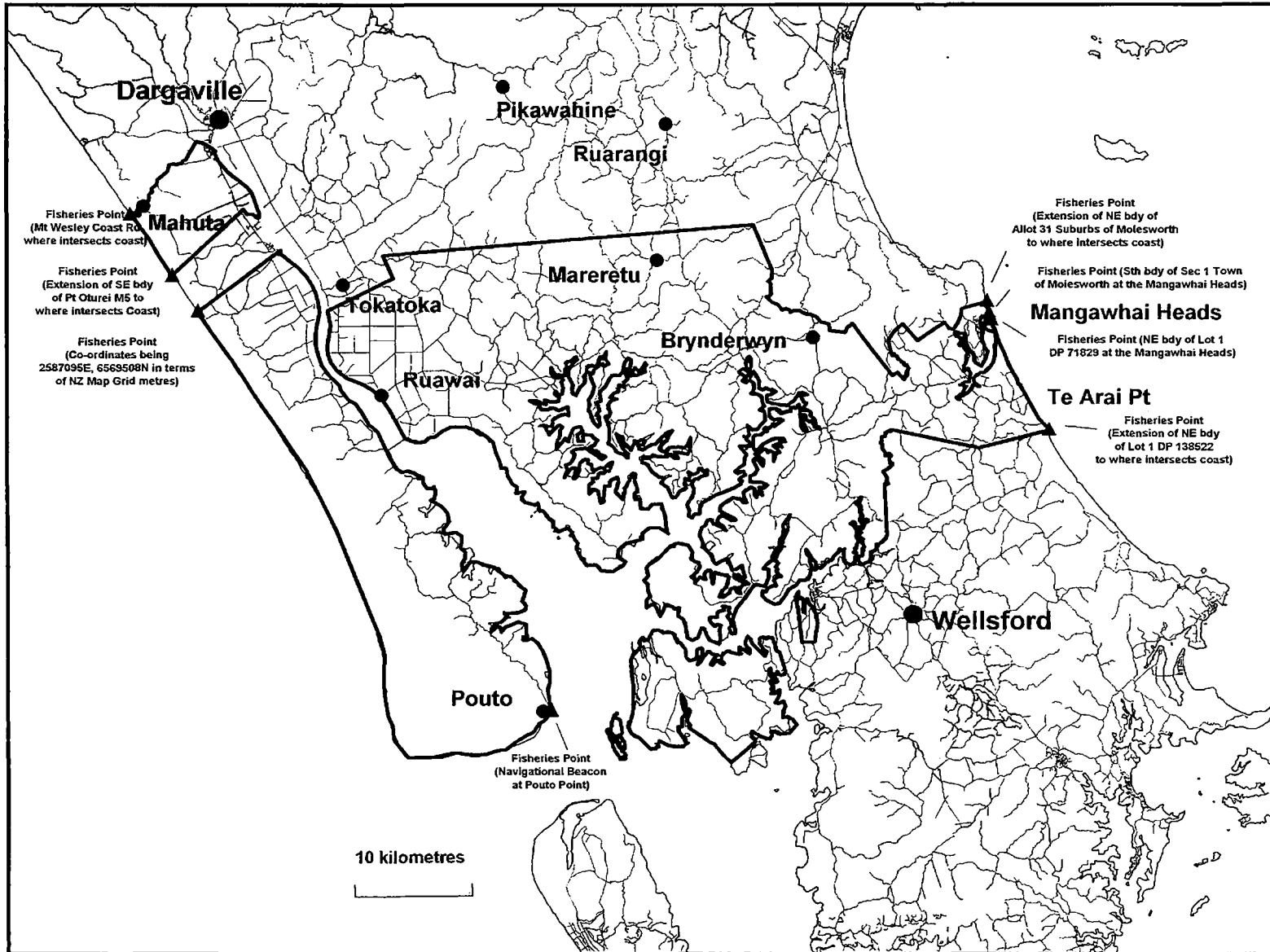
ATTACHMENT 5.2

TE URI O HAU SHELLFISH RFR AREA

(Clause 5.8.1)

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SECTION 6: FINANCIAL AND COMMERCIAL REDRESS**6.1 REDRESS AMOUNT****6.1.1 The Redress Amount**

The parties agree that the Redress Amount is \$15,600,000.00, being the sum of:

- (a) The aggregate of the Redress Values listed in *Attachments 7.1* and *7.2*;
- (b) The amount referred to in *clause 6.1.2*; and
- (c) The Cash Settlement Amount of \$8,287,500.

6.1.2 "On account payment"

Te Uri o Hau acknowledges receipt of the amount of \$200,000.00 previously paid by the Crown to TUOH Company Limited on behalf of Te Uri o Hau which Te Uri o Hau and the Crown agree, is to be treated as part payment of the Redress Amount.

6.2 PAYMENT BY THE CROWN OF THE CASH SETTLEMENT AMOUNT

The Crown must pay Te Uri o Hau Governance Entity the Cash Settlement Amount on the Settlement Date.



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SECTION 7: TRANSFER OF COMMERCIAL REDRESS PROPERTIES

7.1 DEFINITIONS

In this Section and its Schedules, unless the context requires otherwise:

Commercial Redress Property means the Redress Land and the Redress Licensed Land;

Crown Forest Land has the meaning given to it in section 2 of the Crown Forest Assets Act 1989;

Crown Forestry Licence has the meaning given to it in section 2 of the Crown Forest Assets Act 1989 and in relation to each Redress Licensed Land means the Licence described in *Attachment 7.2*;

Crown Forestry Rental Trust means the forestry rental trust referred to in section 34 of the Crown Forest Assets Act 1989;

Disclosure Information means, in respect of each Commercial Redress Property, the information already provided by, or on behalf of, the Crown to Te Uri o Hau and summarised in *Schedule 7.1*;

Disputed Licence Fees means any part of a licence fee paid to the Crown under a Crown Forestry Licence that is disputed in a review referred to in *clause 7.4* and has consequently not been paid by the Crown to the Crown Forestry Rental Trust;

Encumbrances means, in respect of each Commercial Redress Property, the tenancies, leases, licences to occupy, easements, covenants or other third party property rights affecting that property and included in the description of that Commercial Redress Property in *Attachment 7.1 or 7.2*;

Licensee means the registered holder for the time being of the relevant Crown Forestry Licence;

Redress Land means each of the properties described in *Attachment 7.1*;

Redress Licensed Land means each of the parcels of land described in *Attachment 7.2*, but excludes:



TRANSFER OF COMMERCIAL REDRESS PROPERTIES

- (a) All trees growing or standing or, in the case of windthrow, lying on those parcels of land; and
- (b) All improvements that have been acquired by any purchaser of the trees on those parcels of land or made thereafter by such purchaser or the Licensee;

Redress Value means, in respect of each Commercial Redress Property, the portion of the Redress Amount attributable to that property as set out in *Attachment 7.1 or Attachment 7.2*; and

Transferor Agency means:

- (a) In respect of each Redress Land, the transferor agency listed in the column headed "*Transferor Agency*" in *Attachment 7.1*; and
- (b) In respect of the Redress Licensed Land, Land Information New Zealand and Crown Forestry Management Limited.

7.2 TRANSFER OF COMMERCIAL REDRESS PROPERTIES

7.2.1 Transfer of Commercial Redress Properties

On the Settlement Date, the Crown shall transfer each Commercial Redress Property to Te Uri o Hau Governance Entity subject to all Encumbrances.

7.2.2 Terms of transfer

The terms and conditions which apply to the transfer of each Commercial Redress Property are those set out in *Schedule 7.2* which is deemed to be a separate agreement in respect of each Commercial Redress Property.

7.2.3 Easement to be granted by Te Uri o Hau Governance Entity in respect of access to conservation land adjoining Mangawhai Licensed Land

On the Settlement Date, Te Uri o Hau Governance Entity shall enter into a Deed Granting Right of Way Easement in Gross substantially in the form set out in *Schedule 7.3*.

7.2.4 Deed relating to continued public access in respect of the Mangawhai Licensed Land

Not later than 10 Business Days after the date on which this Deed becomes unconditional, the Crown shall deliver to Te Uri o Hau Governance Entity a Deed relating to Continued Public Access in triplicate in the form set out in *Schedule 7.4* already executed by the Crown and the Licensee under the Crown Forestry Licence described in paragraph 2 of *Attachment 7.1* and Te Uri O Hau



Governance Entity shall execute that Deed in triplicate and return two copies to the Crown by no later than the Settlement Date.

7.2.5 Not conditional

Clause 10.1.1 (which provides that this Deed is conditional) does not apply to *paragraph 2 of Schedule 7.2*.

7.3 LEGISLATIVE CHANGES

The Settlement Legislation will:

7.3.1 Provide that nothing in section 11 and Part X of the Resource Management Act 1991 applies to:

- (a) The transfer of a Commercial Redress Property; or
- (b) The lease of a Commercial Redress Property; or
- (c) Any matter incidental to, or required for the purpose of, the transfer or lease of a Commercial Redress Property;

for the purpose of giving effect to this Deed;

7.3.2 Provide that the laying out or forming, granting or reserving of any private road, private way or right of way that may be required for the purposes of this *Section 7* shall not require the prior permission of any council under section 348 of the Local Government Act 1974;

7.3.3 Provide that where no certificate of title has been issued or currently exists for a Commercial Redress Property, the Registrar-General of Land must on written application by any person authorised by the Chief Executive of Land Information New Zealand, issue a certificate of title for the fee simple estate in that Commercial Redress Property under the Land Transfer Act 1952 subject to, and with the benefit of, any Encumbrances that are registrable or notifiable and are described in the written application;

7.3.4 Provide that, in addition to those parts of *clause 9.1.4* that relate to Crown Forest Land, in relation to the Redress Licensed Land with effect from the Settlement Date:

- (a) Te Uri o Hau Governance Entity will be a "Confirmed Beneficiary" under clause 11.1 of the Crown Forestry Rental Trust (that is, Te



TRANSFER OF COMMERCIAL REDRESS PROPERTIES

Uri o Hau Governance Entity will become entitled to licence fees payable since the commencement of the Crown Forestry Licence and all the provisions of the Crown Forestry Rental Trust shall apply accordingly); and

- (
- (b) The Crown must give a notice described in section 17(4)(b) of the Crown Forest Assets Act 1989 even though the Waitangi Tribunal has not made a recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the return of the land, and the notice will have effect as if such a recommendation had been made and had become final;
- 7.3.5 Provide that, on the transfer of the fee simple estate in the Redress Licensed Land to Te Uri o Hau Governance Entity, the land ceases to be Crown Forest Land;
- 7.3.6 Enable the grant and registration of covenants by the Crown to arrange for the later issue of certificates of title for any Commercial Redress Property that is to be transferred to Te Uri o Hau Governance Entity;
- 7.3.7 Empower the Crown to sign transfers and leasebacks and do anything else necessary to give effect to the Crown's obligations under this *Section 7* without complying with any other enactment that regulates or applies to those activities;
- 7.3.8 Provide that the transfer of a Commercial Redress Property under this *Section 7* does not affect any privately owned rights to sub-surface minerals or sections 10 and 11 of the Crown Minerals Act 1991;
- (
- 7.3.9 Provide that the transfer of the fee simple estate to give effect to this *Section 7* is a disposition for the purposes of Part IVA of the Conservation Act 1987, but sections 24(2A), 24A and 24AA of that Act do not apply to the disposition;
- 7.3.10 Provide that the Deed to be entered into under clause 7.2.5 is enforceable by the Crown in accordance with its terms; and
- 7.3.11 Make such other provisions as are necessary or desirable to give effect to this *Section 7*.



7.4 CROWN FORESTRY LICENCE FEE REVIEWS

Te Uri o Hau agrees that the Crown shall conduct and conclude the following reviews of Crown Forestry Licence fees for the Redress Licensed Land:

- (a) the periodic and general reviews due at 31 October 1999 under the Crown Forestry Licence of the Redress Licensed Land described in *paragraph 2* of *Attachment 7.2*; and
- (b) the periodic and general reviews due at 15 May 2000 under the Crown forestry licence of the Redress Licensed Land described in *paragraph 1* of *Attachment 7.2*.

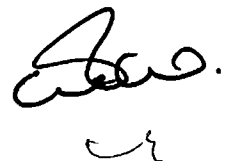
7.5 CROWN FORESTRY LICENCE FEES HELD BY THE CROWN

Te Uri o Hau and the Crown agree that:

7.5.1 The Crown will continue to hold any Disputed Licence Fees until the Crown and Licensee have concluded the review relating to those fees;

7.5.2 When the Crown and the Licensee have concluded the review in relation to any Disputed Licence Fees:

- (a) The Crown will, within 20 Business Days from the date on which the review is concluded, pay that portion of the Disputed Licence Fees payable to the Licensor to Te Uri o Hau Governance Entity as well as the interest accumulated on those fees by the Crown for the period from Settlement Date until payment to Te Uri o Hau Governance Entity;
- (b) The Crown will pay to the Crown Forestry Rental Trust the interest accumulated by the Crown on that portion of the Disputed Licence Fees payable to the Licensor for the period prior to the Settlement Date; and
- (c) The Crown will pay to the Licensee that portion of the Disputed Licence Fees which the Licensee is entitled to recover under the terms of the Crown Forestry Licence together with any interest on that payment that the Licensee may be entitled to under the terms of the Crown Forestry Licence.



TRANSFER OF COMMERCIAL REDRESS PROPERTIES

ATTACHMENT 7.1

REDRESS LAND

(Clause 7.1)

Certificate of Title or Legal description	Street Address	Redress Value	Transferor Agency
2.1929 hectares, more or less, being Section 26, Block VIII, Te Kuri Survey District.	Kellys Bay Road	\$18,000	Office of Treaty Settlements
1.9779 hectares, more or less, being 1,012m ² , more or less, being Lot 1 on DP 39454, CT 128C/660 and 1.8767 hectares, more or less, being Lot 2 DP 39454, CT 128C/661 subject to easement on DP 204135	Pouto Outdoor Education Centre	\$94,500	Office of Treaty Settlements



ATTACHMENT 7.2**REDRESS LICENSED LAND**

(Clause 7.1)

1 POUTO LICENSED LAND**1.1 Legal Description**

3,172.2500 hectares, more or less, situated in the Land Registration District of North Auckland, being Lot 1 DP 136785 subject to:

- (a) Part IVA Conservation Act 1987;
- (b) Section 11 Crown Minerals Act 1991;
- (c) Crown Forestry Licence granted to ITT Rayonier New Zealand Limited with effect from the 15 May 1992 and registered as Certificate of Title 100A/6;
- (d) Protective Covenant Certificate C.509749.2;
- (e) An appurtenant roadway from Pukemiro Road to the licensed land over Pouto Topu (now Pouto Topu A), Pouto 2E1C (now Pouto 2E1C3 and Pouto 2E1C2), Pouto 2E1D2 and Pouto 2E1E (now part Pouto 2F) pursuant to an order made by the Taitokerau District of the Maori Land Court on 22 March 1972 and also registered in the North Auckland Land Titles Office as document 517221.1(a).

1.2 Redress Value

\$1,680,000

1.3 Existing rights which will not be registered against title

Deed of Licence granting access to Lot 1 DP 136785 over Pouto Topu A and Pouto 2F marked A and B on ML 15896 and including a radio repeater site licence and as noted in the records of the Taitokerau District of the Maori Land Court on 2 August 2000.

1.4 Rights to be formalised by the Crown

- (a) An appurtenant easement of right of way and conveyance of water supply over part Allotment 24 Te Kuri Parish (SO 46308) and shown marked A on DP 136785 (access to Lake Kanono across conservation land);



- (b) An appurtenant easement for the conveyance of power supply, water supply and electric fence earth site over part Allotment 24 Te Kuri Parish (SO 46308) and part Pouto 2E10 Block (over conservation land from Lake Humuhumu);
- (c) An appurtenant easement for conveyance of power over part Allotment 24 Te Kuri Parish (SO 46308) and shown marked B on DP 136785.

2 MANGAWHAI LICENSED LAND

2.1 Legal Description

616.4350 hectares more or less, situated in the Land Registration District of North Auckland, being Lots 1, 2, 3 and 4 DP 138523 and Lot 1 DP 138524 subject to:

- (a) Part IVA Conservation Act 1987;
- (b) Section 11 Crown Minerals Act 1991;
- (c) Part of the Crown Forestry Licence granted to Carter Holt Harvey Mangawhai Forest Limited with effect from 31 October 1990 and registered as Certificate of Title 100A/3;
- (d) Part Protective Covenant Certificate C.646571.1;
- (e) Part Public Access Easement Certificate C.646571.2.

2.2 Redress Value

\$5,320,000

2.3 Existing rights which will not be registered against the title

Nil

2.4 Rights to be formalised by the Crown

- (a) Rights which the Crown proposes to register against the title:

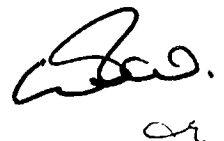
Easement of Right of Way over Lot 1 DP 138524 in favour of Lot 2 DP 95624.

- (b) Other rights which the Crown proposes to formalise but not register against the title:



Deed Relating to Continued Public Access between the Crown, Te Uri o Hau Governance Entity and Carter Holt Harvey Forests Limited referred to in *clause 7.2.4*.

Easement in Gross referred to in *clause 7.2.3*.



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SECTION 8: RIGHT OF FIRST REFUSAL**8.1 RIGHT OF FIRST REFUSAL OVER LAND IN RFR AREA****8.1.1 Definition**

In this *clause 8.1* and *clause 8.2*, RFR Area means the area of land contained in SO Plan 70103 (Te Uri o Hau Right of First Refusal (RFR Area) Boundary) shown for the purposes of identification only on the map attached as *Attachment 8.1*.

8.1.2 Delivery of Deed of Grant of Right of First Refusal by the Crown

The Crown shall, by no later than the Settlement Date, deliver to Te Uri o Hau Governance Entity a deed:

- (a) In the form specified in *Schedule 8.1* (a “Deed of Grant of Right of First Refusal”); and
- (b) In duplicate duly executed by the Crown.

8.1.3 Term of Deed

The Deed of Grant of Right of First Refusal shall be effective for a period of 50 years from the Settlement Date.

8.1.4 Area covered by the Deed of Grant of Right of First Refusal

The Deed of Grant of Right of First Refusal relates to the RFR Area.

8.1.5 Execution by Te Uri o Hau Governance Entity

Te Uri o Hau Governance Entity shall:

- (a) Execute the Deed of Grant of Right of First Refusal in duplicate; and
- (b) Return one copy to the Crown no later than the date which is 10 Business Days after the Settlement Date.

8.1.6 Parties bound from Settlement Date

The Deed of Grant of Right of First Refusal shall have effect from the Settlement Date as if it had been validly executed by both the Crown and Te Uri o Hau Governance Entity.



8.2 LAND IN TE URI O HAU AREA OF INTEREST THAT IS NOT WITHIN THE RFR AREA

Although the Deed of Grant of Right of First Refusal does not apply to land in Te Uri o Hau Area of Interest that is not in the RFR Area, the Crown may nonetheless treat any such land as if the Deed of Grant of Right of First Refusal did apply to it or may give Te Uri o Hau Governance Entity an opportunity to tender for, or purchase, any such land if it becomes available for disposal during the period in which the Deed of Grant of Right of First Refusal is in force. This provision does not limit in any way the Crown's powers, rights and discretions in relation to the ownership, sale, leasing or other disposal of any such land.

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RIGHT OF FIRST REFUSAL

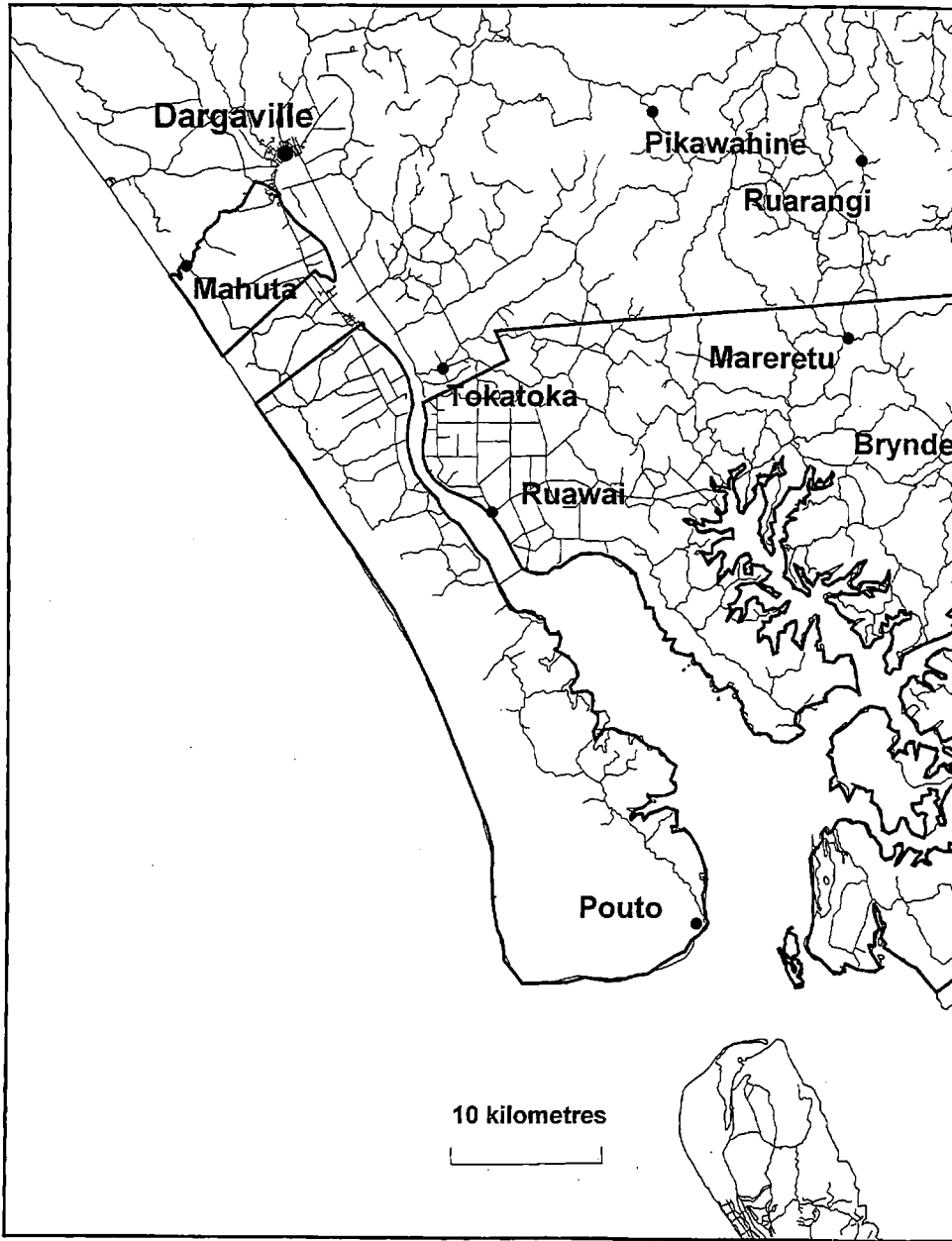
ATTACHMENT 8.1

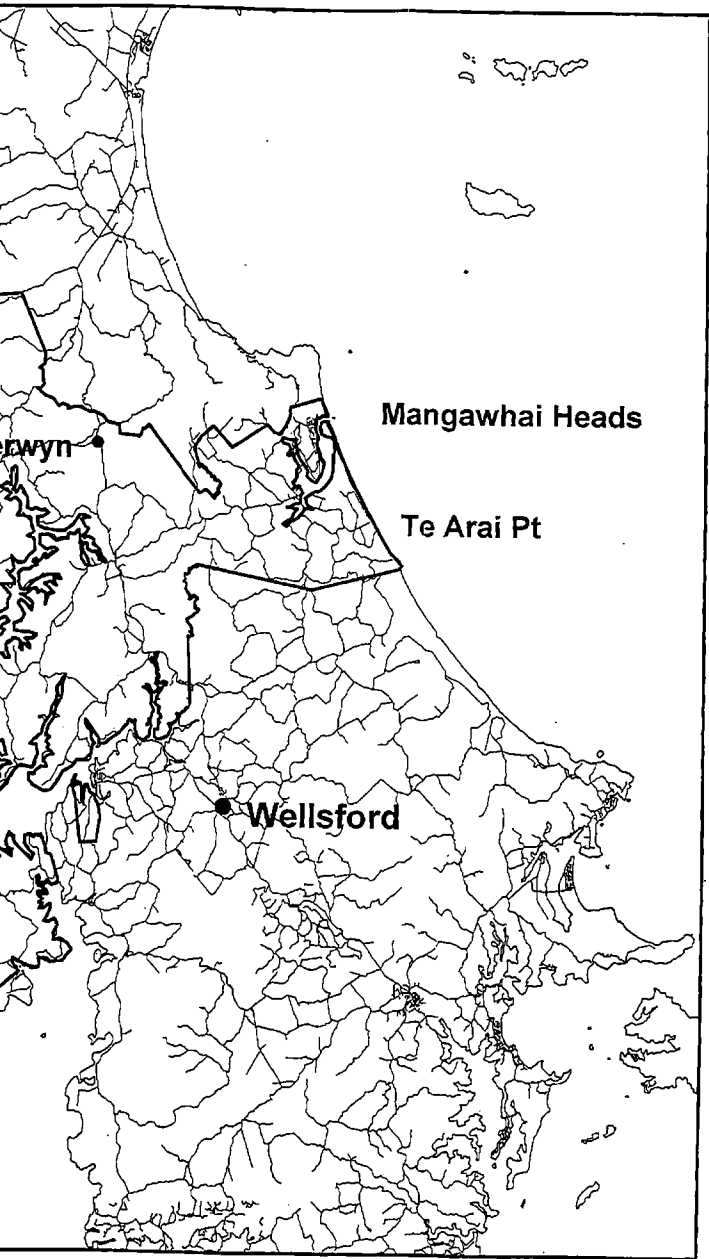
RFR AREA

(Clause 8.1.1)

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SECTION 9: ACKNOWLEDGEMENTS AND AGREEMENTS**9.1 TE URI O HAU AGREEMENTS**

Te Uri o Hau agree:

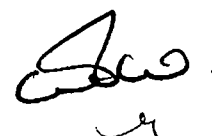
9.1.1 Subject to due compliance by the Crown with *clause 10.3.1*, to support the passing of the Settlement Legislation referred to in *clause 10.3.1* and any other legislation required to:

- (a) Give effect to this Deed;
- (b) Achieve certainty in respect of the obligations undertaken by each party to the Settlement; and
- (c) Achieve a final and durable Settlement;

9.1.2 That the Settlement Legislation will, with effect from the Settlement Date:

- (a) Declare that, without limiting the acknowledgements expressed in, or any of the provisions of, this Deed, the Settlement is final and the Crown is released and discharged from any obligations, liabilities and duties in respect of Te Uri o Hau Historical Claims; and
- (b) Provide for the removal of the jurisdiction of the Courts, the Waitangi Tribunal, and any other judicial body or tribunal in respect of:
 - (i) Te Uri o Hau Historical Claims;
 - (ii) This Deed;
 - (iii) The redress provided to Te Uri o Hau Governance Entity and other parties by the Crown under this Deed; and
 - (iv) The Settlement Legislation,

(but not for the removal of such jurisdiction in respect of the implementation or interpretation of this Deed or the Settlement Legislation);



ACKNOWLEDGEMENTS AND AGREEMENTS

- 9.1.3 That the Settlement Legislation will, with effect from the Settlement Date, remove certain statutory protections of existing and future claims by Maori and rights in respect of those claims to the extent those protections relate to land in the Specified Area and that *clause 9.1.4* (which, in the case of any inconsistency, has precedence over the description of its effect under this clause) sets out how the Settlement Legislation will remove those protections. The protections to be removed are:
- (a) The power of the Waitangi Tribunal to make binding recommendations to return to Maori ownership certain categories of land, being:
 - (i) Land transferred to or vested in a State enterprise under the State-Owned Enterprises Act 1986 (whether or not the land is owned by the State enterprise);
 - (ii) Land transferred to or vested in certain tertiary education institutions under the Education Act 1989 (whether or not the land is still owned by the institution);
 - (iii) Land held by the Crown under the Crown Forest Assets Act 1989 which is subject to a Crown Forestry Licence; and
 - (iv) Land vested in a Crown transferee company under the New Zealand Railways Corporation Restructuring Act 1990 (whether or not the land is still owned by the company);
 - (b) The obligation of the Crown to resume any land that is the subject of any such binding recommendation from the person who owns the land;
 - (c) The obligation of the Crown to transfer any land that is the subject of any such binding recommendation to Maori ownership in accordance with the recommendation;
 - (d) In the case of land held under the Crown Forest Assets Act 1989:
 - (i) The obligation of the Crown to pay compensation; and
 - (ii) Certain restrictions on sale or other disposition; and



ACKNOWLEDGEMENTS AND AGREEMENTS

- (e) The existence of Memorials on the certificate of title to the land which give notice that those protections apply;

9.1.4 That accordingly, to give effect to the removal of the protections referred to in *clause 9.1.3*, the Settlement Legislation will, with effect from the Settlement Date:

- (a) Provide for the disapplication of:

- (i) Sections 8A to 8HJ of the Treaty of Waitangi Act 1975;
- (ii) Sections 27A to 27C of the State-Owned Enterprises Act 1986;
- (iii) Sections 211 to 213 of the Education Act 1989;
- (iv) Part III of the Crown Forest Assets Act 1989; and
- (v) Part III of the New Zealand Railways Corporation Restructuring Act 1990,

in relation to land in the Specified Area; and

- (b) Provide a mechanism that will ensure the removal of Memorials from land in the Specified Area;

9.1.5 That Te Uri o Hau and Te Uri o Hau Claimants no longer have the benefit of any of the protections and rights described generally in *clause 9.1.3* wherever they apply with effect from the Settlement Date and so neither Te Uri o Hau nor Te Uri o Hau Claimants will object to their removal anywhere else; and

9.1.6 That, except to the extent necessary to give effect to:

- (a) This Deed; and
- (b) Any arrangements reached between Te Uri o Hau and the Crown in relation to land within the land bank prior to the Settlement Date,

any land bank arrangement will cease in relation to Te Uri o Hau and Te Uri o Hau Claimants after this Deed becomes unconditional.



9.2 LEGISLATION TO EFFECT SETTLEMENT AGREEMENTS

The provisions of *clause 7.3.4* and *clause 9.1.4* are included in the Settlement Legislation to give effect to specific items of redress or to the agreements in *clause 9.1.3*. The Crown records that the provisions of *clause 7.3.4* and *clause 9.1.4* are to be included in the Settlement Legislation as a result of settlement. It does not follow from the fact that the Crown and Te Uri o Hau have chosen to affect land and other assets through the mechanism described in *clause 7.3.4* and *clause 9.1.4* that the Waitangi Tribunal could lawfully have made a binding recommendation to return or not to return to Maori under the Treaty of Waitangi Act 1975 in respect of that land or other assets.

9.3 WAITANGI TRIBUNAL

Te Uri o Hau agree that the Crown:

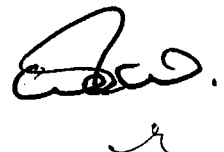
- a) will, at any time after the Settlement Date, advise the Waitangi Tribunal by written memorandum of the Settlement, and the terms on which the Settlement has been reached; and
- b) may, at any time after the Settlement Date, request that the Waitangi Tribunal amend its register and adapt its procedures to reflect the effect of the Settlement on the claims referred to in *clause 1.1*.

9.4 DISCONTINUANCE OF PROCEEDINGS

9.4.1 Te Uri o Hau Governance Entity must, on or before the Settlement Date, obtain from any applicant or plaintiff in respect of proceedings brought in relation to Te Uri o Hau Historical Claims, and deliver to the Crown, a notice of discontinuance of the proceedings in respect of that litigation, signed by the solicitor for the applicant or plaintiff to those proceedings.

9.4.2 In the event that Te Uri o Hau Governance Entity is unable to provide any notice of discontinuance prior to the Settlement Date:

- (a) Te Uri o Hau Governance Entity must continue to use its best endeavours to secure a notice of discontinuance from the relevant applicant or plaintiff in the litigation; and
- (b) Te Uri o Hau acknowledge that the Crown may through the Settlement Legislation terminate such proceedings on the same basis as if they had been discontinued by the applicant or plaintiff.



SECTION 10: CONDITIONS AND SETTLEMENT LEGISLATION

10.1 CONDITIONAL DEED

10.1.1 Deed and Settlement are conditional

This Deed and the Settlement are conditional on:

- (a) The establishment of Te Uri o Hau Governance Entity and the execution of a Deed of Covenant within 6 months of the date of this Deed in accordance with *clause 2.1*; and
- (b) The passing of the Settlement Legislation and the coming into force of those provisions of the Settlement Legislation which are required to give effect to this Deed within 24 months of the date of this Deed.

10.1.2 Some provisions not conditional

Although this Deed and the Settlement are conditional on the matters specified in *clause 10.1.1*, Te Uri o Hau and the Crown acknowledge that *clauses 2.1.1, 4.16, 4.23* and *paragraph 2 of Schedule 7.2* become binding on them upon execution of this Deed. Where any provision of this Deed says that any provision is not conditional as described in *clause 10.1*:

- (a) The provision concerned shall be binding upon Te Uri o Hau and the Crown unless and until termination of this Deed under *clause 10.2*; and
- (b) Any amount payable by one party to the other under any such provision in relation to the period prior to the date of termination shall be paid notwithstanding such termination.

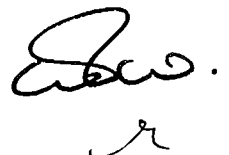
10.2 TERMINATION IF DEED REMAINS CONDITIONAL

10.2.1 Notice of termination

If either of the conditions referred to in *clause 10.1.1* has not been satisfied by the date for satisfaction of that condition (or such later date as Te Uri o Hau and the Crown may agree in writing), then either Te Uri o Hau or the Crown may, by notice in writing to the other, terminate this Deed.

10.2.2 Effect of notice of termination

If this Deed is terminated under *clause 10.2.1*, this Deed will be at an end and neither Te Uri o Hau, Te Uri o Hau Claimants nor the Crown will have any rights or obligations under it. Te Uri o Hau and the Crown agree that this Deed will be treated as having been entered into on a "without prejudice" basis, in particular



this Deed may not be used as evidence in any proceedings before, or presented to, any court, the Waitangi Tribunal, or any other judicial body or tribunal (except for proceedings concerning the implementation and interpretation of this Deed and the Settlement Legislation), until it becomes unconditional.

10.3 INTRODUCTION OF SETTLEMENT LEGISLATION

10.3.1 Crown to propose legislation for introduction

The Crown agrees that it will, within 6 months after the date Te Uri o Hau Governance Entity executes the Deed of Covenant in accordance with *clause 2.1.1* (or such longer period as Te Uri o Hau and the Crown may agree), propose for introduction legislation to give effect to the Settlement, and to achieve certainty in respect of, and to record the approval by Parliament of, the Settlement. The proposed Settlement Legislation will, without limitation:

- (a) Provide for the settlement of Te Uri o Hau Historical Claims;
- (b) Provide for those matters required by this Deed to be provided for in the Settlement Legislation;
- (c) Include such provisions as are required to give effect to the Crown's obligations in respect of the Settlement Legislation under this Deed; and
- (d) Include any other provisions required to achieve certainty, finality and durability of the Settlement and to give effect to this Deed.

10.3.2 Not conditional

Subject to *clause 2.1.6*, *clause 10.1.1* (which provides that this Deed is conditional) does not apply to *clause 10.3.1*.



SECTION 11: TAX**11.1 DEFINITIONS AND INTERPRETATION****11.1.1 Definitions**

For the purposes of this Section, unless the context requires otherwise:

Commercial Properties/Rights means:

- (a) Those properties, interests, rights or assets over which the Crown gives Te Uri o Hau Governance Entity a right of first refusal under Section 8; and
- (b) The total allowable catch or quota over which the Crown gives Te Uri o Hau Governance Entity a right of first refusal under *clause 5.8*;

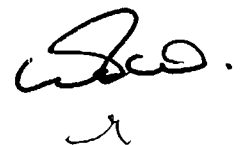
Other Properties/Rights means those properties, interests, rights or assets which are to be transferred to Te Uri o Hau Governance Entity (the value of which is not taken into account under the Redress Amount), the particulars and/or arrangements in respect of which are specified in:

- (a) *Section 4*;
- (b) *Section 5* (other than *clause 5.8*);
- (c) *Clause 5.8*, to the extent that clause relates to the grant of a right of first refusal to Te Uri o Hau Governance Entity; and
- (d) *Section 8*, to the extent that section relates to the grant of a right of first refusal to Te Uri o Hau Governance Entity;

Redress Amount Properties means those properties which are to be transferred to Te Uri o Hau Governance Entity, the Redress Value of which is taken into account under the Redress Amount (and the particulars and/or arrangements in respect of which are specified in *Section 7*); and

Tangible Redress means:

- (a) The amounts referred to in *clause 6.1.1* paid or payable by the Crown to Te Uri o Hau Governance Entity;
- (b) The Redress Amount Properties; and



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(c) The Other Properties/Rights.

11.1.2 Interpretation

For the purposes of this Section, unless the context requires otherwise:

- (a) The expression "*indemnity payment*" means any indemnity payment made by the Crown under or for the purposes of this Section;
- (b) References to the payment, crediting or transferring of the "*Tangible Redress*" (or any equivalent wording) include a reference to the payment, crediting, or transferring of any part (or the applicable part) of the Tangible Redress;
- (c) The expression "*GST*" (where the context permits) also extends to and includes any interest or penalties payable in respect of, or on account of the late or non-payment of, any GST;
- (d) The expression "*income tax*" (where the context permits) also extends to and includes any interest or penalties payable in respect of, or on account of the late or non-payment of, any income tax;
- (e) The expression "*gift duty*" (where the context permits) also extends to and includes any interest or penalty payable in respect of, or on account of the late or non-payment of, any gift duty;
- (f) The expression "*tax*" includes income tax, GST, and gift duty;
- (g) The word "*payment*" extends to the transferring or making available of cash amounts as well as to the transferring of non cash amounts (such as land); and
- (h) The word "*transferring*" includes recognising, creating, vesting, granting, licensing, leasing, or any other means by which the relevant properties, interests, rights or assets are disposed of or made available or are recognised as being available to Te Uri o Hau Governance Entity and "transfer" and "transferred" have corresponding meanings.

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11.2 STATEMENT OF AGREED TAX PRINCIPLES**11.2.1 Principles**

The Crown and Te Uri o Hau agree to the following:

- (a) The payment, crediting or transferring of Tangible Redress to or in Te Uri o Hau Governance Entity (as redress provided by the Crown) is not intended to be, or to give rise to, a taxable supply for GST purposes;
- (b) The payment, crediting or transferring of Tangible Redress to or in Te Uri o Hau Governance Entity (as redress provided by the Crown) is not intended to be, or to give rise to, gross income for income tax purposes;
- (c) Neither Te Uri o Hau Governance Entity nor any associated person will claim an input credit (for GST purposes) or a deduction (for income tax purposes) with reference to the payment, crediting or transferring by the Crown of any Tangible Redress;
- (d) The transferring of the Other Properties/Rights to or in Te Uri o Hau Governance Entity (as redress provided by the Crown) is not intended to be, or to give rise to, a dutiable gift;
- (e) The transferring of the Commercial Properties/Rights under an exercise of the relevant right of first refusal is intended to be a taxable supply for GST purposes;
- (f) Any interest paid by the Crown under any provision of this Deed is either gross income or exempt income, for income tax purposes, depending on the recipient's status for income tax purposes; and, furthermore, the receipt or payment of such interest is not subject to indemnification for tax by the Crown under this Deed;
- (g) The payment of any indemnity payment by the Crown is not intended to be, or to give rise to, a taxable supply for GST purposes or to be, or to give rise to, gross income for income tax purposes;
- (h) Te Uri o Hau Governance Entity (at all applicable times) is or will be a registered person for GST purposes;
- (i) The receipt by Te Uri o Hau Governance Entity of any Crown Forestry Licence fees (and any accumulated interest on them) from the Crown Forestry Rental Trust or from the Crown is to be treated in accordance with



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ordinary taxation principles, and is not to be subject to indemnification for tax by the Crown under this Deed.

11.2.2 Acknowledgements

For the avoidance of doubt, Te Uri o Hau and the Crown acknowledge:

- (a) That the tax indemnities given by the Crown in this *Section 11* and the principles and acknowledgements in *clauses 11.2.1* and *11.2.2* apply only to the receipt by Te Uri o Hau Governance Entity of the Tangible Redress or indemnity payments and do not apply to any subsequent dealings, distributions, payments, uses or applications by Te Uri o Hau Governance Entity with or of the Tangible Redress or indemnity payments;
- (b) Each obligation to be performed by the Crown in favour of Te Uri o Hau Governance Entity (or the relevant recipient in the case of *clauses 5.5.1* under this Deed is performed as redress and without charge to, or consideration to be provided by, Te Uri o Hau Governance Entity or any other person but this *clause 11.2.2(b)* does not affect the obligation of Te Uri o Hau Governance Entity to pay the purchase price relating to:
 - (i) Applicable Quota under a contract for the Sale of Applicable Quota constituted under *Schedule 5.16* of this Deed (as those terms are defined in *Schedule 5.16*); and
 - (ii) An RFR Property under a contract for the Disposal of the RFR Property (as those terms are defined in *Schedule 8.1*);
- (c) Without limiting *clause 11.2.2(b)*, the payment of amounts and the bearing of costs from time to time by Te Uri o Hau Governance Entity in relation to the Other Properties/Rights and the Redress Amount Properties (including without limitation rates/charges/fees, the apportionment of outgoings and incomings, maintenance/repair/upgrade costs and rubbish/pests/weed control costs) is not intended to be consideration for the transfer of those properties for GST or other purposes; and, furthermore (and without limiting *clause 11.2.2(a)*) the payment of such amounts and the bearing of such costs is not subject to indemnification for tax by the Crown under this Deed; and
- (d) Without limiting *clause 11.2.2(b)*, the agreement to enter into, the entering into and the performance by Te Uri o Hau Governance Entity of:



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- (i) A protected private land agreement in the form set out in *Schedule 4.2*, in respect of that part of the Pukekaroro Scenic Reserve to be transferred to Te Uri o Hau Governance Entity;
- (ii) A conservation covenant in the form set out in *Schedule 4.3* in respect of that part of the Maungaturoto Scenic Reserve to be transferred to Te Uri o Hau Governance Entity;
- (iii) A right of way easement in the form set out in *Schedule 4.4* in respect of the Whakahuranga Pa Site to be transferred to Te Uri o Hau Governance Entity;
- (iv) A Deed Granting Right of Way Easement in Gross in the form set out in *Schedule 7.3* in respect of part of the Mangawhai Forest; and
- (v) A Deed Relating to Continued Public Access in the form set out in *Schedule 7.4* in respect of part of the Mangawhai Forest,

is not consideration for GST or other purposes for the transfer of those properties by the Crown to Te Uri o Hau Governance Entity.

11.2.3 Act consistent with principles

Neither Te Uri o Hau Governance Entity (nor any associated person) nor the Crown shall act in a manner that is inconsistent with the principles or acknowledgements set out in *clauses 11.2.1 and 11.2.2*.

11.2.4 Matters not to be implied from principles

Nothing in *clause 11.2.1* is intended to suggest or imply:

- (a) That the payment, crediting or transferring of Tangible Redress, or the payment of an indemnity payment, is or will be chargeable with GST;
- (b) If Te Uri o Hau Governance Entity is a charitable trust, that payments properties, interests, rights or assets Te Uri o Hau Governance Entity receives or derives from the Crown under this Deed are received or derived other than exclusively for charitable purposes;
- (c) If Te Uri o Hau Governance Entity is a charitable trust, that Te Uri o Hau Governance Entity derives or receives amounts, for income tax purposes, other than as exempt income; or



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- (d) That gift duty should or can be imposed on any payment to or transaction with Te Uri o Hau Governance Entity under this Deed.

11.3 INDEMNITY FOR GST IN RESPECT OF TANGIBLE REDRESS AND INDEMNITY PAYMENTS

11.3.1 Tangible redress provided exclusive of GST

If and to the extent that:

- (a) The making of redress through the payment, crediting or transferring of Tangible Redress; or

- (b) The payment of an indemnity payment,

(by the Crown to or in Te Uri o Hau Governance Entity is chargeable with GST, the Crown must, in addition to the payment, crediting or transferring of Tangible Redress or the payment of the indemnity payment, pay Te Uri o Hau Governance Entity the amount of GST payable in respect of the Tangible Redress or the indemnity payment.

11.3.2 Indemnification

If and to the extent that:

- (a) The making of redress through the payment, crediting or transferring of Tangible Redress; or

- (b) The payment of an indemnity payment,

(is chargeable with GST and the Crown does not, for any reason, pay Te Uri o Hau Governance Entity an additional amount equal to that GST at the time the Tangible Redress or the indemnity payment is paid, credited or transferred, the Crown shall, on demand in writing, indemnify Te Uri o Hau Governance Entity for any GST that is or may be payable by Te Uri o Hau Governance Entity or for which Te Uri o Hau Governance Entity is liable in respect of the making of the redress and/or the payment, crediting or transferring of Tangible Redress and/or the payment of the indemnity payment.

11.4 INDEMNITY FOR INCOME TAX IN RESPECT OF TANGIBLE REDRESS OR INDEMNITY PAYMENTS

The Crown agrees to indemnify Te Uri o Hau Governance Entity on demand against any income tax that Te Uri o Hau Governance Entity is liable to pay if and



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to the extent that receipt of the payment, crediting or transferring of the Tangible Redress or of an indemnity payment is treated as, or as giving rise to, gross income of Te Uri o Hau Governance Entity for income tax purposes.

11.5 INDEMNIFICATION FOR GIFT DUTY IN RESPECT OF OTHER PROPERTIES/RIGHTS

The Crown agrees to pay, and to indemnify Te Uri o Hau Governance Entity against any liability that it has to pay in respect of, any gift duty assessed as payable by the Commissioner of Inland Revenue in respect of the transfer of the Other Properties/Rights.

11.6 DEMANDS FOR INDEMNIFICATION

11.6.1 Notification of indemnification event

Te Uri o Hau Governance Entity and the Crown agree to notify the other as soon as reasonably possible after becoming aware of an event or occurrence in respect of which Te Uri o Hau Governance Entity is or may be entitled to be indemnified by the Crown for or in respect of tax under this Section.

11.6.2 How demands are made

Demands for indemnification for tax by Te Uri o Hau Governance Entity in accordance with this Section must be made in accordance with the provisions of *clause 12.7 (Notices)* and may be made at any time, and from time to time, after the Settlement Date.

11.6.3 When demands are to be made

Except with the agreement of the Crown or where this Deed specifies otherwise, no demand for payment by way of indemnification for tax under this *Section 11* may be made by Te Uri o Hau Governance Entity more than five Business Days before the due date for payment by Te Uri o Hau Governance Entity of the applicable tax (whether such date is specified in an assessment or is a date for the payment of provisional tax or otherwise).

11.6.4 Evidence to accompany demand

Without prejudice to *clause 11.6.1*, each demand for indemnification by Te Uri o Hau Governance Entity under this Section must be accompanied by:

- (a) Appropriate evidence (which may be a notice, notice of proposed adjustment, assessment, a certificate issued by Te Uri o Hau Governance Entity and confirmed or certified by Te Uri o Hau Governance Entity's tax advisers or accountants for the time being, or any other evidence which is



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reasonably satisfactory to the Crown) setting out with reasonable detail the amount of the loss, cost, expense, liability or tax that Te Uri o Hau Governance Entity claims to have suffered or incurred or be liable to pay, and in respect of which indemnification is sought from the Crown under this Deed; and

- (b) Where the demand is for indemnification for GST, if the Crown requires, an appropriate GST tax invoice.

11.6.5 Repayment of amount on account of tax

If payment is made by the Crown on account of tax to Te Uri o Hau Governance Entity or the Commissioner of Inland Revenue (for the account of Te Uri o Hau Governance Entity) and it is subsequently determined or held that no such tax (or an amount of tax that is less than the payment which the Crown made on account of tax) is or was payable or properly assessed, to the extent that Te Uri o Hau Governance Entity has retained the payment made by the Crown or has been refunded the amount of that payment by the Inland Revenue Department or has had the amount of that payment credited or applied to its account with the Inland Revenue Department, Te Uri o Hau Governance Entity must repay the applicable amount to the Crown free of any set-off or counterclaim.

11.6.6 Payment of amount on account of tax

Te Uri o Hau Governance Entity must pay to the Inland Revenue Department any payment made by the Crown to Te Uri o Hau Governance Entity on account of tax on the latter of:

- (a) The "due date" for payment of that amount to the Inland Revenue Department as provided for by the applicable tax legislation; and
- (b) The next Business Day following receipt of that payment by Te Uri o Hau Governance Entity from the Crown.

11.6.7 Payment of costs

The Crown will indemnify Te Uri o Hau Governance Entity for any reasonable costs incurred by Te Uri o Hau Governance Entity for actions undertaken by Te Uri o Hau Governance Entity, at the Crown's direction, in connection with:

- (a) Any demand for indemnification made by Te Uri o Hau Governance Entity under or for the purposes of this Section; and
- (b) Any steps or actions taken by Te Uri o Hau Governance Entity in accordance with the Crown's requirements under *clause 11.8*.



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11.7 DIRECT PAYMENT OF TAX: CONTROL OF DISPUTES

Where any liability arises to the Crown under this Section, the following provisions shall also apply:

- (a) If the Crown so requires and notifies Te Uri o Hau Governance Entity in writing of that requirement, the Crown may, instead of paying the requisite amount on account of tax, pay that amount to the Commissioner of Inland Revenue, such payment to be effected on behalf, and for the account, of Te Uri o Hau Governance Entity;
- (b) Subject to Te Uri o Hau Governance Entity being indemnified to its reasonable satisfaction against any reasonable cost, loss, expense or liability or any tax which it may suffer, incur or be liable to pay, the Crown shall have the right, by notice in writing to Te Uri o Hau Governance Entity, to require Te Uri o Hau Governance Entity to do either or both of the following things, namely:
 - (i) To take into account any right permitted by any relevant law to defer the payment of any tax; and/or
 - (ii) To take all steps the Crown may specify to respond to and/or contest any notice, notice of proposed adjustment or assessment for tax, where expert legal tax advice indicates that it is reasonable to do so; and
- (c) The Crown reserves the right:
 - (i) To nominate and instruct counsel on behalf of Te Uri o Hau Governance Entity whenever it exercises its rights under *clause 11.7(b)*; and
 - (ii) To recover from the Commissioner of Inland Revenue the amount of any tax paid and subsequently held to be refundable.

11.8 RULINGS, APPLICATIONS

If the Crown requires, Te Uri o Hau Governance Entity will consult and/or collaborate with the Crown in the Crown's preparation (for the Crown, Te Uri o Hau Governance Entity or any other person) of an application for a non binding or binding ruling from the Commissioner of Inland Revenue with respect to any part of the arrangements relating to the payment, crediting or transferring of Tangible Redress.



SECTION 12 : MISCELLANEOUS MATTERS

12.1 DEFINITIONS

In this Section, unless the context requires otherwise:

Anniversary Date means the first Business Day after the expiry of each period of 12 months commencing on the date of this Deed or the previous Anniversary Date (as the case may be);

Calculation Date means:

- (a) The date of this Deed, in respect of the period commencing on the date of this Deed and expiring on the date before the first Anniversary Date; and
- (b) Each Anniversary Date, in respect of the period commencing on the first Anniversary Date and expiring on the Settlement Date.

12.2 NO ASSIGNMENT

Except as expressly provided in this Deed or any other document entered into under this Deed, neither the Crown nor any Te Uri o Hau Claimant may transfer or assign any rights or obligations arising from this Deed.

12.3 AMENDMENT

No amendment to this Deed will be effective unless it is in writing and signed on behalf of Te Uri o Hau and the Crown.

12.4 ENTIRE AGREEMENT

This Deed constitutes the entire agreement between the parties in relation to the matters referred to in this Deed. This Deed supersedes all earlier negotiations, representations, warranties, understandings and agreements, whether oral or written, between any Te Uri o Hau Claimant and the Crown relating to such matters but not Te Tiriti o Waitangi/the Treaty of Waitangi itself.

12.5 NO WAIVER

A failure, delay or indulgence by any party in exercising any power or right shall not operate as a waiver of that power or right. A single exercise or partial exercise



MISCELLANEOUS MATTERS

of any power or right shall not preclude further exercises of that power or right or the exercise of any other power or right.

12.6 INTEREST

The Crown will pay interest ("*Settlement Interest*") on the Redress Amount less the amount referred to in *clause 6.1.1(b)* from the date of this Deed until the Settlement Date. Settlement Interest will:

- (a) Be calculated on each Calculation Date and will be at a rate, expressed as a percentage per annum, equal to the weighted average of the successful yield for 1 year Treasury Bills resulting from the Treasury Bill tender process that takes place during the week prior to each Calculation Date;
- (b) Not compound;
- (c) Be payable for the period from the date of this Deed to the Settlement Date;
- (d) Be paid to Te Uri o Hau Governance Entity on the Settlement Date; and
- (e) Be subject to normal taxation law.

12.7 NOTICES

12.7.1 Address for notices

Except as expressly provided in this Deed, any notice or other communication given under this Deed to a party (or to the agent appointed under *clause 2.3.1*) must be in writing addressed to that party at the address or facsimile number from time to time notified by that party in writing to the other party. Until any other address or facsimile number of a party is notified, they will be as follows:

Crown:

C/- The Solicitor-General
Crown Law Office
St Pauls Square
45 Pipitea Street
(PO Box 5012)
WELLINGTON

Facsimile: 04 473 3482

Te Uri o Hau:

TUOH Company Limited
169 Hurndal Street
MAUNGATUROTO
(PO Box 657)
(WHANGAREI)

Facsimile: 09 431 8480

12.7.2 Delivery

Delivery may be effected by hand, by post with postage prepaid, or by facsimile.

12.7.3 Delivered notice

A notice or other communication delivered by hand will be deemed to have been received at the time of delivery. However, if the delivery is not made on a Business Day or is made after 5.00 p.m. on a Business Day, then the notice or other communication will be deemed to have been delivered on the next Business Day.

12.7.4 Posted notice

A notice or other communication delivered by pre-paid post will be deemed to have been received on the 2nd Business Day after posting.

12.7.5 Facsimile notice

A notice or other communication sent by facsimile will be deemed to have been received on the day of transmission. However, if the date of transmission is not a Business Day or the transmission is sent after 5.00 p.m. on a Business Day then the notice or other communication will be deemed to have been given on the next Business Day after the date of transmission.

A handwritten signature in black ink, appearing to be 'J. Lee', with a small flourish underneath.

SECTION 13: DEFINITIONS AND INTERPRETATION**13.1 DEFINITIONS**

In this Deed, unless the context requires otherwise:

Business Day means the period of 9am to 5pm on any day of the week other than:

- (a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, and Waitangi Day; and
- (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 Northland;

Cash Settlement Amount means the amount specified in *clause 6.1.1* to be paid by the Crown to Te Uri o Hau Governance Entity under *clause 6.2*;

Crown has the meaning given to it in section 2 of the Public Finance Act 1989;

Crown Agency means:

- (a) A Crown entity (as defined in the Public Finance Act 1989) and includes the New Zealand Railways Corporation;
- (b) A State enterprise (as defined in the State-Owned Enterprises Act 1986); or
- (c) Any company or body which is wholly-owned or controlled by:
 - (i) The Crown, a Crown entity or a State enterprise; or
 - (ii) A combination of the Crown, a Crown entity, Crown entities, a State enterprise or State enterprises, and includes any subsidiary of or related company to, any such company or body;

Crown Forestry Licence has the meaning given to it in section 2 of the Crown Forest Assets Act 1989;

Crown Forestry Rental Trust means the forestry rental trust established under section 34 of the Crown Forest Assets Act 1989;



DEFINITIONS AND INTERPRETATION

Deed means this Deed of Settlement, including the Schedules and Attachments to it;

Deed of Covenant means the Deed of Covenant referred to in *clause 2.1.1*;

Descent has the meaning set out in *clause 1.2*;

GST means goods and services tax chargeable under the Goods and Services Tax Act 1985;

Mandated Negotiators means Sir Graham Stanley Latimer, Morehu Kena, Jimmy Maramatanga Connelly, William Harry Pomare, Russell Rata Kemp, Rawson Sydney Ambrose Wright, and Tapihana Shelford who collectively have Te Uri o Hau authority to sign this Deed;

Memorials means resumptive memorials imposed on land under the State-Owned Enterprises Act 1986, the New Zealand Railways Corporation Restructuring Act 1990 or the Education Act 1989;

Redress Amount is the amount specified in *clause 6.1*;

Redress Value has the meaning set out in *clause 7.1*;

RFR Area has the meaning set out in *clause 8.1.1*;

Settlement means the settlement of Te Uri o Hau Historical Claims to be effected under this Deed;

Settlement Date means the date which is 20 Business Days after this Deed becomes unconditional;

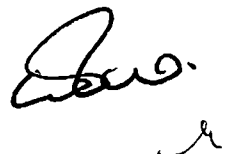
Settlement Legislation means the bill to give effect to the Settlement referred to in *clause 10.3* and, where the bill has become law, means, if the context requires, the Act resulting from the passing of such bill;

Specified Area means the RFR Area;

Te Uri o Hau has the meaning set out in *clause 1.2*;

Te Uri o Hau Area of Interest means the area identified in *Attachment 13.1* as the area which Te Uri o Hau identify as its area of interest;

Te Uri o Hau Claimant has the meaning set out in *clause 1.2*;



Te Uri o Hau DOC Protocol Area has the meaning set out in *clause 5.11.1*;

Te Uri o Hau Fisheries Advisory Area has the meaning set out in *clause 5.6.1*;

Te Uri o Hau Fisheries Protocol Area has the meaning set out in *clause 5.7.1*;

Te Uri o Hau Governance Entity means a body established in accordance with *clause 2.1*; and

Te Uri o Hau Historical Claims has the meaning set out in *clause 1.1*.

13.2 INTERPRETATION

In the interpretation of this Deed, unless the context otherwise requires:

- (a) Headings appear as a matter of convenience and are not to affect the interpretation of this Deed;
- (b) Words or phrases (other than proper names) appearing in this Deed with capitalised initial letters are defined terms and bear the meanings given to them in this Deed;
- (c) 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;
- (d) The singular includes the plural and vice versa, and words importing one gender include the other genders;
- (e) A reference to the Background, Recitals, Sections, clauses, Schedules and Attachments is to the Background, Recitals, Sections, clauses, Schedules and Attachments to this Deed. A Recital is a paragraph in the Background to this Deed;
- (f) A reference within a Schedule or Attachment to a paragraph or an Appendix means the paragraph in, or the Appendix to, that Schedule or Attachment;
- (g) A reference to an enactment or any regulations is a reference to that enactment or those regulations as amended, or to any enactment or regulations substituted for that enactment or those regulations;
- (h) A reference to a party to this Deed or any other document or agreement includes that party's permitted successors;



DEFINITIONS AND INTERPRETATION

- (i) A reference to any document or agreement, including this Deed, includes a reference to that document or agreement as amended, novated or replaced from time to time;
- (j) A reference to monetary amounts is to New Zealand currency;
- (k) 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;
- (l) A reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;
- (m) A reference in this Deed to the Crown or a Crown body endeavouring to do something or to achieve some result means reasonable endeavours to do that thing or achieve that result and, in particular, does not oblige the Crown or the Government of New Zealand to promote any legislation, except as so far as this Deed anticipates Settlement Legislation;
- (n) Where a clause includes a preamble, that preamble is intended to set out the background to, and intention of, the clause, but is not to affect the interpretation of the clause;
- (o) In the event of a conflict between the terms of the main body of the Deed and the Schedules or Attachments, then the terms of the main body of the Deed shall prevail;
- (p) A reference to any document being in the form specified in a Schedule or Attachment includes that document with such amendments as may be agreed in writing between Te Uri o Hau and the Crown;
- (q) A reference to a date on which something must be done includes any other date which may be agreed in writing between Te Uri o Hau and the Crown;
- (r) Where any payment is required to be made on a day which is not a Business Day, the payment must be made on the next Business Day after that day;
- (s) A reference to the Settlement Legislation including a provision set out in this Deed includes that provision with any amendment:
 - (i) where the amendment results in a provision that is similar to that provided in this Deed and does not have a material adverse effect on either of the parties; or



DEFINITIONS AND INTERPRETATION

- (ii) as may be agreed in writing between Te Uri o Hau and the Crown;
- (t) A reference in this Deed to a particular Minister of the Crown includes any Minister of the Crown who, under authority of any warrant or with the authority of the Prime Minister, is for the time being responsible for the administration of the relevant Act or matter;
- (u) Where the name of a reserve or other place is amended under this Deed, either the existing name or new name is used to mean that same reserve or other place; and
- (v) Where an area of land is defined by reference to a plan in an Attachment to this Deed but there is an SO Plan for the same area, then the plan in the Attachment is for identification only and the SO Plan prevails.

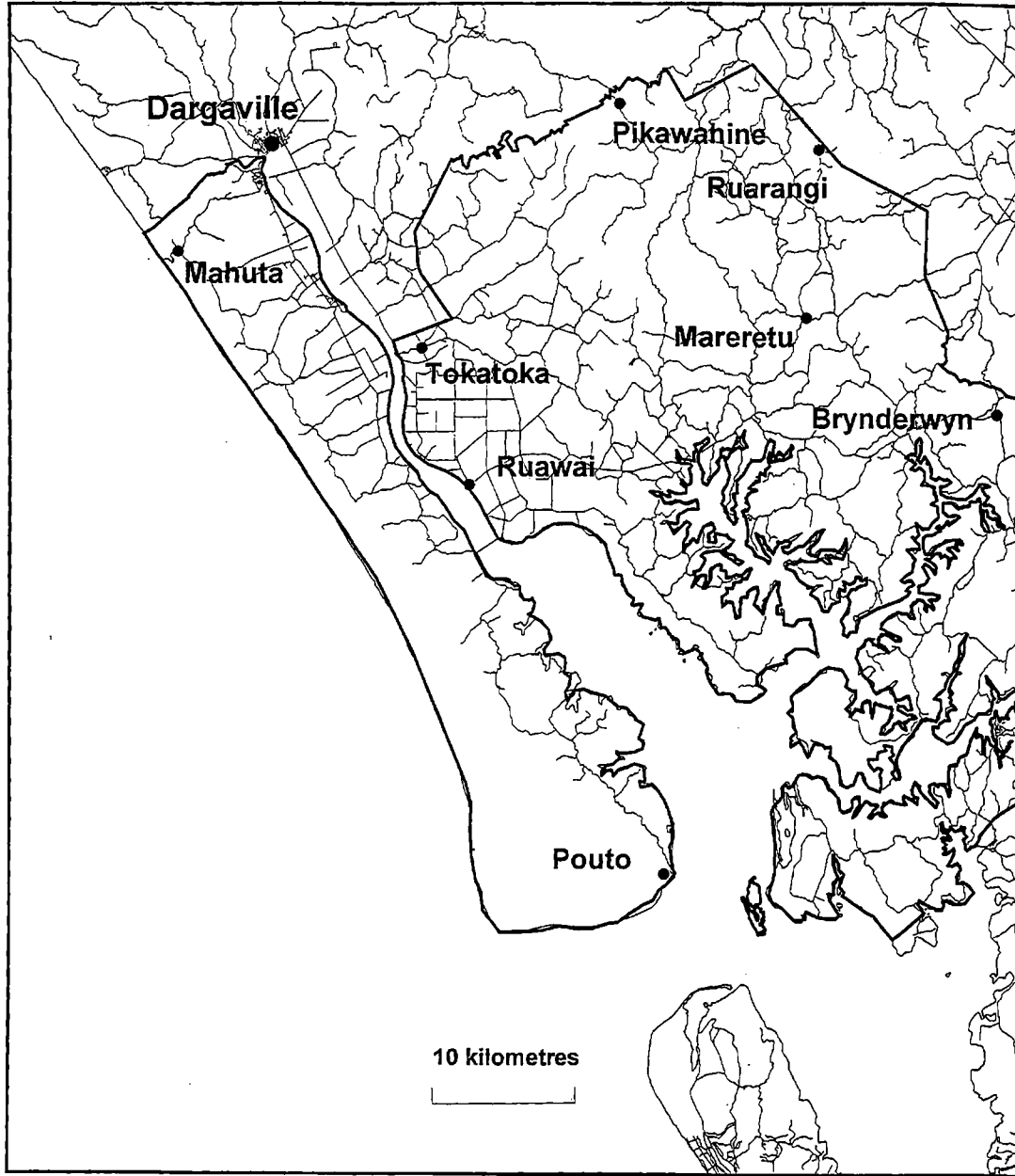
A handwritten signature in black ink, appearing to be 'A. H. O.', with a small flourish underneath.

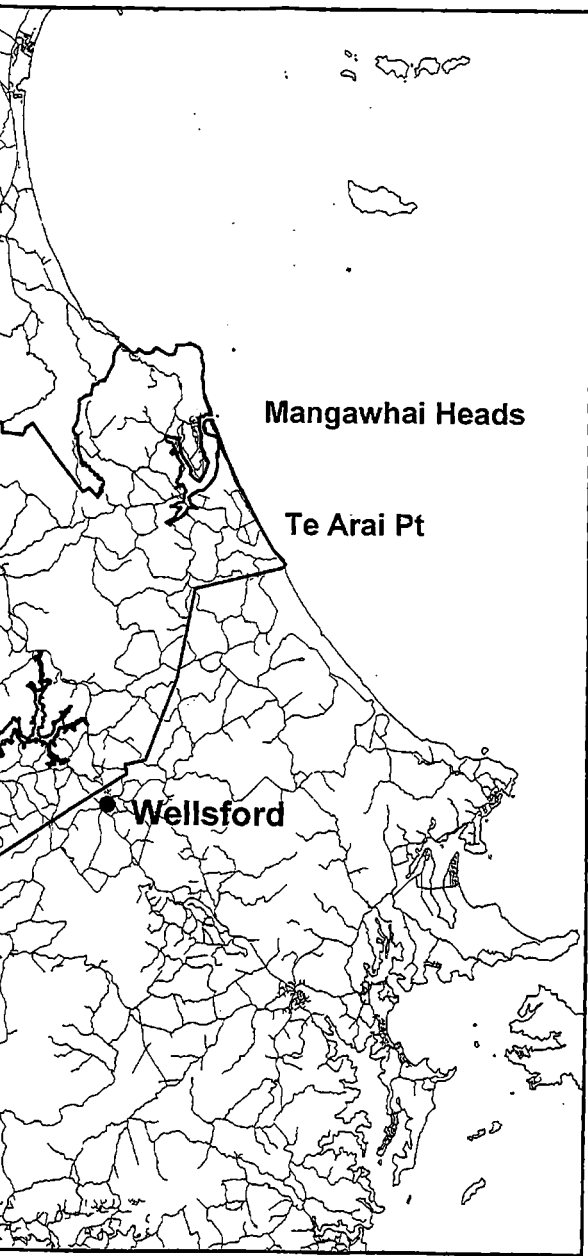
ATTACHMENT 13.1
TE URI O HAU AREA OF INTEREST

(clause 13.1)

The map follows this page


A





John
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