

NGATI TOA RANGATIRA
and
TRUSTEE OF THE TOA RANGATIRA TRUST
and
THE CROWN

**DEED TO AMEND
NGATI TOA RANGATIRA
DEED OF SETTLEMENT**

DEED TO AMEND NGATI TOA RANGATIRA DEED OF SETTLEMENT

THIS DEED is made on the 5th day of November 2013

BETWEEN

NGATI TOA RANGATIRA ("Ngati Toa")

AND

TRUSTEE OF THE TOA RANGATIRA TRUST ("the governance entity")

AND

THE CROWN

1. BACKGROUND

- A. Ngati Toa and the Crown are parties to a Deed of Settlement dated 7 December 2012 ("**Deed of Settlement**").
- B. Ngati Toa and the Crown wish to enter this deed to formally record certain amendments to the Deed of Settlement, in accordance with clause 4.1 of the General Matters Schedule to the Deed of Settlement.

IT IS AGREED as follows:

EFFECTIVE DATE OF THIS DEED

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

AMENDMENTS TO THE DEED OF SETTLEMENT

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

DEFINITIONS AND INTERPRETATION

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

COUNTERPARTS

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

SIGNED as a Deed to Amend on 5 November 2013

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

)
)
)



Honourable Christopher Finlayson



Signature of Witness

Witness Name: J. N. CHRISTMAS

Occupation: SENIOR ADVISER

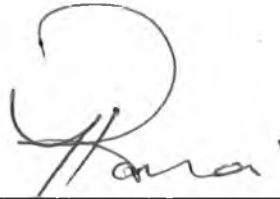
Address: WELLINGTON

SIGNED for and on behalf of
the **TRUSTEE OF THE TOA
RANGATIRA TRUST**
by affixing its **COMMON SEAL**
in the presence of:



Matiu Rei, Wellington,
Executive Director and Chief
Treaty Claims Negotiator - Te
Runanga o Toa Rangatira Inc

Signature



Te Taku Parai, Porirua,
Chairman - Te Runanga o Toa
Rangatira Inc

Signature



Schedule 1

AMENDMENTS TO THE DEED OF SETTLEMENT

Deed of Settlement

Current part and clause reference	Amendment
Part 5, clause 5.108	Replace subclause 5.108.2 with the following: "5.108.2 any use for educational purposes of anything that includes Ka Mate; and"
Part 5, clause 5.108	Replace subclause 5.108.3 with the following: "5.108.3 anything made for the purpose of criticism, review, or reporting current events; and"
Part 5, clause 5.108	Insert a new subclause 5.108.4 as follows: "5.108.4 any communication to the public of anything described in 5.108.1 and 1.508.3 for a purpose that is not commercial."
Part 5, clause 5.109	Delete "for applying the right of attribution" in subclause 5.109.1 so that the subclause reads as follows: "5.109.1 "the right of attribution may be enforced only by obtaining a declaratory judgment or order under the Declaratory Judgments Act 1908 against a person responsible for the thing to which the right applies;"

General Matters Schedule

Current part and paragraph reference	Amendment
Part 3, paragraph 3.5.2	Replace paragraph 3.5.2 with: "3.5.2 the Crown is: C/- The Solicitor-General Crown Law Office Level 3 Justice Centre 19 Aitken Street PO Box 2858 Wellington 6011 Facsimile No. 04 473 3482"
Part 5, paragraph 5.1	After the definition of " deed of settlement ", insert a new definition of "deed to amend" as follows: " deed to amend means the deed to amend the deed of settlement signed by the Trustee of the Toa Rangatira Trust and the Crown in or around October 2013;"

Property Redress Schedule

Current part and paragraph reference	Amendment
Part 4, paragraph 4.26.2	Replace paragraph 4.26.2 with: "4.26.2 in respect of an independently valued asset that is a leaseback property where the land holding agency is the Ministry of Education, the transfer value of the property is the market value as assessed in the report, less 20%; and"
Part 4, paragraph 4.26	Insert new subparagraph 4.26.3 as follows: "4.26.3 in respect of an independently valued asset that is not a leaseback property and where the land holding agency is the Ministry of Education, the transfer value of the property is the market value as assessed in the report."
Part 4, paragraph 4.27	Replace paragraph 4.27 with: "4.27 If each party has provided a valuation report, the Crown and the governance entity must endeavour to agree on, and record in writing, the market value of the independently valued asset, and its market rental if the independently valued asset is a leaseback property to a department other than the Ministry of Education. The amount agreed as the market value is the transfer value, and the amount agreed as the market rental is the commencement rent."
Part 4, paragraph 4.29A	Re-number so that this paragraph is 4.27A.
Part 4, paragraph 4.34.2	Replace paragraph 4.34.2 with: "4.34.2 the market value determined by the arbitrator under paragraph 4.33 less 20%, if the determination is in respect of a property that is a leaseback property where the land holding agency is the Ministry of Education; or"
Part 4, paragraph 4.34	Insert new subparagraph 4.34.3 as follows: "4.34.3 the market value determined by the arbitrator under paragraph 4.33 if the determination is in respect of a property that is not a leaseback property and where the land holding agency is the Ministry of Education."



Deed of

Deed of Settlement
between the Crown and
Ngati Toa Rangatira

Settlement

General background

The Ngati Toa Rangatira area of interest spans the Cook Strait. It covers the lower North Island from the Rangitikei in the north and includes the Kapiti Coast, Hutt Valley, and Wellington areas, as well as Kapiti and Mana Islands. It includes large areas of the Marlborough Sounds and much of the northern South Island. Ngati Toa Rangatira's area of interest is about 4 million hectares in total.

In November 2005, the Crown recognised the mandate of Te Runanga o Toa Rangatira to represent Ngati Toa Rangatira in negotiating a comprehensive historical Treaty settlement. The Crown signed Terms of Negotiation with Ngati Toa Rangatira on 24 September 2007.

On 11 February 2009, the Crown and Ngati Toa Rangatira co-signed a Letter of Agreement which formed the basis for this settlement. The Deed of Settlement was initialled on 30 August 2012 and signed on 7 December 2012. The settlement will be implemented following the passage of settlement legislation.

The Office of Treaty Settlements, with the support of the Department of Conservation, Land Information New Zealand, and other government agencies, represented the Crown in day-to-day negotiations.

The Minister for Treaty of Waitangi Negotiations, Hon Christopher Finlayson, represented the Crown in high-level negotiations with Ngati Toa Rangatira.

Summary of the historical background to the claims by Ngati Toa Rangatira

By 1840 Ngati Toa Rangatira had established a powerful position in the Cook Strait region with settlements in the lower North Island and upper South Island (Te Tau Ihu). Several Ngati Toa Rangatira chiefs, including Te Rauparaha and Te Rangihaeata, signed the Treaty of Waitangi.

In 1839, Ngati Toa Rangatira signed the Kapiti deed with the New Zealand Company for approximately 20 million acres between Taranaki and north Canterbury. The oral translation of the English deed did not accurately convey its meaning and effect.

Ngati Toa Rangatira opposed Company surveys in the Wairau. In 1843, an attempt by an armed party of Nelson settlers to arrest Te Rauparaha and Te Rangihaeata resulted in a violent clash and the deaths of twenty-two Europeans and up to nine Māori.

A Crown-appointed commissioner investigated the Company's land claims covering Port Nicholson and Te Tau Ihu. In Port Nicholson the Crown established a process by which the Company could validate its purchases by paying additional money to Māori in return for the signing of deeds of release. In 1844 Te Rauparaha accepted £400 for the 'surrender' of Ngati Toa Rangatira interests in Harataunga (the Hutt Valley). Te Rangihaeata only accepted a share of the money in 1845 but did not regard this payment as extinguishing the rights of allies from other iwi. The Crown treated the payment, which did not define the boundaries of Harataunga or provide any reserves, as extinguishing Ngati Toa Rangatira interests across the Port Nicholson block.

In 1845 the commissioner recommended that the Company receive a grant of 151,000 acres in Te Tau Ihu. The Wairau was not included in his recommendation. The Crown later established reserves, some of which became known as 'tenths' reserves, within the land granted to the Company at Port Nicholson and Nelson. Ngati Toa Rangatira did not receive a share in the 'tenths' reserves despite their interests in Port Nicholson and Nelson settlement area.

During 1845, Te Rangihaeata and his section of Ngati Toa Rangatira supported the claims of their allies living on disputed land north of Rotokakahi in the Hutt Valley. These tensions led to several violent incidents between Māori, settlers and Crown troops. The Crown subsequently took political and military action against Te Rauparaha and Te Rangihaeata in order to establish its authority and reduce the power and influence of the senior Ngati Toa Rangatira chiefs. In July 1846 the Crown seized Te Rauparaha and several other Ngati Toa Rangatira chiefs at Porirua. The Crown detained Te Rauparaha without trial for 18 months. Crown forces pursued Te Rangihaeata who withdrew into Horowhenua.

In 1847, whilst Te Rauparaha was in captivity and Te Rangihaeata in exile, the Crown purchased the Wairau and Porirua districts from several younger Ngati Toa Rangatira chiefs who hoped to secure Te Rauparaha's release. Reserves of over 100,000 acres were set aside in the Wairau and over 10,000 acres in Porirua.

Between 1853 and 1865 the Crown's Te Waipounamu, Whareroa, Wainui, Papakowhai and Mana Island purchases further reduced the lands remaining in Ngati Toa Rangatira ownership. The Waipounamu deed repurchased nearly all of the large Wairau reserve. Between 1897 and 1911 the Crown, after prohibiting the sale or leasing of Kapiti Island to private interests, bought the majority of Kapiti Island from Ngati Toa Rangatira.

By 1926 most of the Ngati Toa Rangatira reserves at Porirua had been alienated. Ngati Toa Rangatira gifted 500 acres at Whitireia to the Crown for the establishment of a school. When no school was established Ngati Toa Rangatira sought unsuccessfully to have the land returned. In 1948 and 1960 the Crown took several hundred acres of Ngati Toa Rangatira land at Takapuwhia under public works legislation for general housing purposes. Over time, the application of the native land laws led to most of the Porirua reserves being partitioned into smaller subsections. Today Ngati Toa Rangatira are virtually landless.

Porirua harbour, an important food resource for Ngati Toa Rangatira, was adversely affected by pollution and sewage generated by urban development. This has had a severe impact on the ability of Ngati Toa Rangatira to use and protect traditional resources.

Settlement

Summary of the Ngati Toa Rangatira Settlement

Overview

The Ngati Toa Rangatira Deed of Settlement is the final settlement of all historical Treaty of Waitangi claims of Ngati Toa Rangatira resulting from acts or omissions by the Crown prior to 21 September 1992, and is made up of a package that includes:

- an agreed historical account and Crown acknowledgments which form the basis for a Crown apology to Ngati Toa Rangatira
- cultural redress
- financial and commercial redress.

The benefits of the settlement will be available to all members of Ngati Toa Rangatira wherever they may live.

Crown acknowledgements and apology

The deed contains a series of acknowledgements by the Crown where its actions arising from interaction with Ngati Toa Rangatira have breached the Treaty of Waitangi and its principles.

The Crown apologises to Ngati Toa Rangatira for its acts and omissions which have breached the Crown's obligations under the Treaty of Waitangi. The breaches include failing to protect the interests of Ngati Toa Rangatira when acquiring their interests in the Port Nicholson block; detaining the Ngati Toa Rangatira chief, Te Rauparaha, for 18 months without trial; undermining the power and influence of the key Ngati Toa Rangatira leaders, Te Rauparaha and Te Rangihaeata, by detaining Te Rauparaha and pressuring other chiefs of Ngati Toa Rangatira into agreeing to the Wairau and Porirua purchases in the absence of Te Rauparaha and Te Rangihaeata; failing to ensure that Ngati Toa Rangatira received an interest in the Wellington and Nelson "tenths" reserves; and failing to ensure Ngati Toa Rangatira retained sufficient land for their future needs.

Cultural redress

1. Recognition of the traditional, historical, cultural and spiritual associations of Ngati Toa Rangatira has with places and sites owned by the Crown within their area of interest. This allows Ngati Toa Rangatira and the Crown to protect and enhance the conservation values associated with these sites, and includes:

1(A) SITES VESTED IN NGATI TOA RANGATIRA

Twenty sites will be vested in Ngati Toa Rangatira and three sites jointly vested in Ngati Toa Rangatira and one or more other Te Tau Ihu iwi, totalling approximately 267 hectares. The vesting of these sites is subject to specific conditions including protection of conservation values and public access. In some instances the sites will continue to be administered by local authorities.

- Akatarawa Road conservation area, approximately 1.00 hectares
- Former Tuamarina school house, approximately 0.15 hectares
- Rarangi (Ngati Toa Rangatira), approximately 0.75 hectares
- Rangihaeata, 0.09 hectares
- Pelorus Bridge, 1.00 hectares
- Titahi Bay Road site A, 0.25 hectares
- Titahi Bay Road site B, 0.63 hectares
- Waikutakuta/Robin Hood Bay, 2.00 hectares
- Elaine Bay, 0.52 hectares
- Te Mana a Kupe, 4.41 hectares
- Taputeranga Island, 2.58 hectares
- Onehunga Bay, 6.03 hectares
- Whitianga site, 1.77 hectares
- Te Arai o Wairau, 0.43 hectares
- Wainui, 1.50 hectares
- Te Onepoto Bay, 0.66 hectares
- Taupo urupā site, 0.09 hectares
- Whitireia urupā site, 1.01 hectare
- Kapiti Island sites (see below)

Joint vesting in Ngati Toa Rangatira and one or more other iwi:

- Tokomaru/Mount Robertson, 49.60 hectares
- Horahora-kākahu, 2.35 hectares
- Pukatea/Whites Bay, 1.32 hectares.

1(B) KAPITI ISLAND

Kapiti Island was, and is, a place of immense significance to Ngati Toa Rangatira. The Kapiti Island redress will continue to protect the high conservation values of Kapiti Island. Public access to the island will continue to be restricted. The Kapiti Island redress package includes:

- Vest and gift back of Kapiti Island Nature Reserve site (1760 hectares).
- Vesting of Kapiti Island North Nature Reserve site (188 hectares at the northern end of the island) in Ngati Toa Rangatira. The Department of Conservation will remain responsible for its management.
- Vesting in fee simple of one hectare of Crown land at the northern end of the island in Ngati Toa Rangatira, subject to a conservation covenant with provision for a building to be built.
- An overlay classification called Nga Paihau ki Kapiti will be declared over Kapiti Island Nature Reserve, Kapiti Island North Nature Reserve and Kapiti Marine Reserve.
- A Strategic Advisory Committee will be established with governance responsibilities over the Kapiti Island North Nature Reserve site and the Kapiti Island Nature Reserve site. The Committee will include Ngati Toa Rangatira and the Department of Conservation with provision for other iwi to be included in the future.
- A conservation management plan for the Kapiti Island North Nature Reserve site and the Kapiti Island Nature Reserve site will be jointly approved by the Strategic Advisory Committee and the Wellington/Hawke's Bay Conservation Board.

1(C) STATUTORY ACKNOWLEDGEMENTS AND DEEDS OF RECOGNITION

A Statutory Acknowledgement recognises the association between Ngati Toa Rangatira and a particular site or area and enhances the iwi's ability to participate in specified Resource Management processes. Deeds of Recognition oblige the Crown to consult with Ngati Toa Rangatira on specified matters and have regard to their views regarding their special associations with certain areas.

The Crown offers a Coastal Statutory Acknowledgement over the following areas:

- Te Tau Ihu coastal marine area
- Cook Strait
- Te Awarua-o-Porirua Harbour
- Thoms Rock/Tokahaere
- Kapukapuariki Rocks
- Toka-a-Papa Reef
- Tawhitikuri/Goat Point
- Wellington Harbour (Port Nicholson)

The Crown offers Statutory Acknowledgements (SA) and Deeds of Recognition (DoR) in relation to the following areas within Ngati Toa Rangatira's area of interest:

- Balance of Mana Island (SA, DoR)
- Red Rocks Scientific Reserve (SA, DoR)
- Pukerua Bay Scientific Reserve (SA, DoR)
- Oteranga Bay Marginal Strip (SA)
- Queen Elizabeth Park (SA)
- Whareroa Farm (SA)
- Te Onepoto Bay (SA)
- Pauatahanui Wildlife Reserve (SA, DoR)
- Horokiri Wildlife Management Reserve (SA, DoR)
- Battle Hill Farm Forest Park (SA)
- Lake Rotoiti, Nelson Lakes National Park (SA, DoR)
- Lake Rotorua, Nelson Lakes National Park (SA, DoR)
- Wairau Pa (SA, DoR)
- Chetwode Islands (SA, DoR)
- Malcolm's Bay Scenic Reserve, Arapaoa Island (SA, DoR)
- Hutt River and its tributaries (SA, DoR)
- Maitai River and its tributaries (SA, DoR)
- Wairau River, Omaka River, Ōpaoa River, and Kaituna River and their tributaries (SA, DoR)
- Te Hoiere/Pelorus River and its tributaries (SA, DoR)
- Tuamarina River and its tributaries (SA, DoR)
- Buller River and its tributaries (SA, DoR)
- Waimea River and its tributaries (SA, DoR)
- Motueka River and its tributaries (SA, DoR)

1(D) OVERLAY CLASSIFICATION (NGA PAIHAU)

An overlay classification (known as Nga Paihau in the Ngati Toa Rangatira settlement) acknowledges the traditional, cultural, spiritual and historical association of Ngati Toa Rangatira with certain sites of significance. The declaration of an area as an overlay classification provides for the Crown to acknowledge iwi values in relation to that area.

The settlement provides overlay classifications over Kapiti Island (the Kapiti Island Nature Reserve site, the Kapiti Island North Nature Reserve site and the Kapiti Marine Reserve), the Brother Islands and Wairau Lagoons/Part of the Wairau Lagoons Wetland Management Reserve.

1(E) TE TAU IHU RIVER/FRESHWATER ADVISORY COMMITTEE

The settlement provides for Ngati Toa Rangatira to participate in an advisory committee providing input into local authority planning and decision making under the Resource Management Act at review, preparation and notification stages.

1(F) POUTIAKI REDRESS

Poutiaki is the Ngati Toa Rangatira word for guardianship of an area. The redress recognises the role of Ngati Toa Rangatira as a kaitiaki of Cook Strait and the coastal marine area in Porirua Harbour, Port Underwood and Pelorus Sound. The Poutiaki redress primarily focuses on iwi identification of values, principles and issues in a Poutiaki plan which is to be produced by Ngati Toa Rangatira.

The Poutiaki Plan will be considered by regional councils within the regional planning framework. Ngati Toa Rangatira will also be one of the interested parties invited to participate in a Cook Strait Forum to be chaired by the Wellington Regional and Marlborough District Councils. The forum will bring together local and central government, iwi and other entities with interests in the Cook Strait to discuss issues of concern about the Cook Strait coastal marine area and share information. Invitees would participate as they see necessary.

1(G) SOUTHERN ROHE

The Crown will pay the governance entity the sum of \$500,000 in acknowledgement of claims within Ngati Toa Rangatira's southern rohe.

1(H) PLACE NAME CHANGES

Place names are significant for recognising iwi associations with geographic areas. The settlement legislation will provide for the place name changes to be made to 12 North Island sites and 9 South Island sites.

New geographic names for :

- Taupo Point
- Kapukapuariki Rocks
- Mount Porirua
- Haukopua Point
- Motuhara Point
- Te Ana-o-Hau
- Toka Potaka Rock

Altered names for:

- Rangituhi/Colonial Knob
- Tawhitikuri/Goat Point
- Te Awarua-o-Porirua Harbour
- Toka-a-Papa Reef
- Te Rewarewa Point
- Te Whanganui/Port Underwood
- Pelorus Sound/Te Hoiere
- Te Koko-o-Kupe/Cloudy Bay
- Oraomoa/Fighting Bay
- Te Hoiere/Pelorus River
- Pukatea/Whites Bay
- Tokomaru/Mount Robertson
- Waikutakuta/Robin Hood Bay
- Queens Charlotte Sound/Totaranui

Relationships

2(A) LETTERS OF INTRODUCTION

The deed of settlement provides for the promotion of relationships with local authorities and government agencies. The Crown will write letters of introduction to local authorities, government agencies and museums, encouraging them to enter into a Memorandum of Understanding with the Ngati Toa Rangatira governance entity.

2(B) WHITIREIA PARK MANAGEMENT ARRANGEMENT

A joint board is established and appointed to control and manage the Whitireia Park recreation reserve, the Onehunga Bay historic reserve and Te Onepoto Bay recreation reserve. The joint board will be comprised of members appointed by the Wellington Regional Council and the Ngati Toa Rangatira governance entity.

2(C) QUEEN ELIZABETH PARK CAMPING GROUND APPOINTMENT TO CONTROL AND MANAGE

The Ngati Toa Rangatira governance entity is appointed to control and manage the Queen Elizabeth Park campground site as a local purpose reserve for campground purposes.

2(D) HAKA KA MATE

The Crown will introduce unique legislation that will acknowledge the significance of the haka Ka Mate as a taonga to Ngati Toa Rangatira and an integral part of Ngati Toa Rangatira history, culture and identity. The legislation will require the composer of the haka, Ngati Toa Rangatira chief Te Rauparaha, to be attributed in certain circumstances (for more information see page 4 of this summary).

Financial and commercial redress

3. The financial and commercial redress is aimed at providing Ngati Toa Rangatira with resources to assist them to develop their economic and social well being. It includes:

3(A) FINANCIAL REDRESS

Ngati Toa Rangatira will receive financial redress of \$70,610,000.00. This includes \$10 million in recognition of the Crown's actions in undermining the maritime domain of Ngati Toa Rangatira in the Cook Strait region in the nineteenth century.

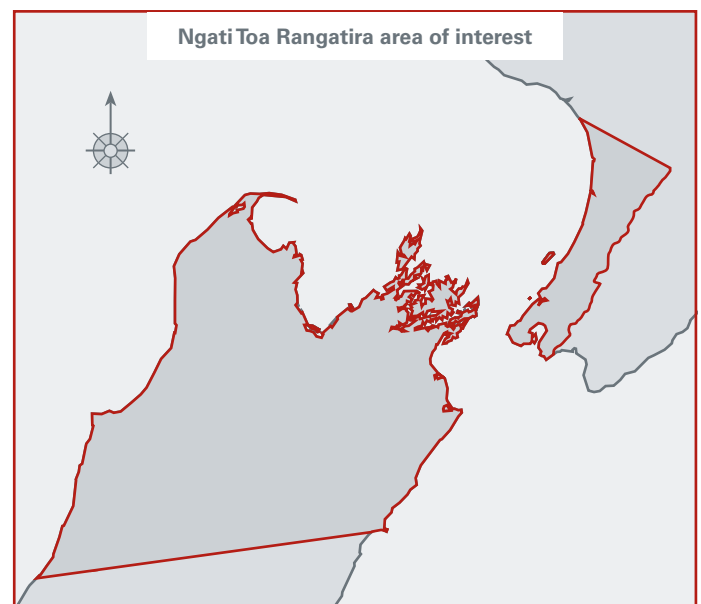
3(B) COMMERCIAL REDRESS

Ngati Toa Rangatira will have the option to purchase 19 properties that may be purchased in fee simple (including land at Kenepuru Hospital) and 80 properties for purchase and leaseback to the Crown (including the Wellington Central Police Station and the Porirua Police College).

Ngati Toa Rangatira will make decisions following the signing of the deed of settlement on properties to be transferred at settlement date. The remaining properties may be purchased after settlement date through a deferred selection process.

Ngati Toa Rangatira will purchase more than 34,000 hectares of the Crown forest licensed land in Te Tau Ihu and will receive the accumulated rentals of approximately \$31 million associated with the land.

Ngati Toa Rangatira will also have a right of first refusal over a significant number of Crown properties in the North Island part of their rohe if they become surplus to the Crown's requirements. This right continues for 169 years from the settlement date. In Te Tau Ihu, Ngati Toa Rangatira and other Te Tau Ihu iwi have the right of first refusal, for 100 years, over surplus Crown property not already included in one of the Te Tau Ihu settlement packages.



Q&A

Questions and Answers

1. What is the total cost to the Crown?

The total cost to the Crown of redress offered to Ngati Toa Rangatira is \$75.235 million, which includes financial redress, interest on quantum, and payments for capacity building, wharetaonga and papakainga and the purchase of properties.

Ngati Toa Rangatira will receive accumulated rentals for the Crown Forest Licensed land purchased through the settlement, which total approximately \$31 million. They will also receive New Zealand Units associated with this land. These are not costs to the Crown.

2. Is there any private land involved?

No. Two discrete sites of City Council land – Taputeranga Island and Taupo urupā (Wellington and Porirua respectively) – are being transferred as part of the settlement. The Wellington City Council and Porirua City Council have been neutral in the transactions recognising that the deed of settlement is a settlement of grievance between the Crown and Ngati Toa Rangatira. The councils are not parties to the Treaty settlement.

3. Are the public's rights affected?

Generally no. Eight sites, totalling around 4.2 hectares, are vested in fee simple in Ngati Toa Rangatira without provision for ongoing public access. These sites are of high significance to Ngati Toa Rangatira, do not have conservation values and are not located in areas where there is regular public use.

4. Does the settlement create any special rights for Ngati Toa Rangatira?

The only 'special right' is the legislative right of attribution for the haka Ka Mate. The rest of the redress does not create any special rights and is consistent with existing legislative and policy frameworks which provide for Māori participation in conservation and planning matters.

5. Are any National Parks affected by the Settlement?

The settlement includes Statutory Acknowledgements and Deeds of Recognition over Lakes Rotoiti and Rotoroa in Nelson Lakes National Park. This redress will not affect the conservation values of those sites or public access to them.

6. What is the Haka Ka Mate Attribution Bill?

Te Rauparaha must be clearly and reasonably identified as both the composer of the haka Ka Mate and a chief of Ngati Toa Rangatira whenever the haka Ka Mate is published commercially, communicated to the public, or features in a film that is shown in or made available to the public.

Communication to the public would include the inclusion of the haka Ka Mate in a television commercial or the broadcast or webcast of a performance of the haka Ka Mate.

Published commercially would include where the words of the haka Ka Mate are published in a book or journal or online, or where an object that features the words of the haka Ka Mate are offered for sale to the public.

The attribution requirement will not apply to any performances of the haka Ka Mate, for example by kapa haka groups or sports teams, or to its use for educational purposes, or work made for the purposes of criticism, review or news reporting. All members of the public and any sports teams, including the All Blacks, will still be able to perform the haka Ka Mate.

Ngati Toa Rangatira will be able to go the courts for a declaratory judgement or order where there has been failure to attribute.

The settlement redress does not require prior consent before the haka is used or performed. The right of attribution is similar to, but distinct from, the right of attribution under the Copyright Act 1994. The redress does not entitle Ngati Toa Rangatira to charge, levy, or accept any form of royalties or compensation.

7. What are Statutory Acknowledgments and Deeds of Recognition?

Statutory Acknowledgements acknowledge areas or sites with which iwi have a special relationship, and will be recognised in any relevant proceedings under the Resource Management Act. These provisions aim to avoid past problems where areas of significance to Māori, such as burial grounds, were simply cleared or excavated for public works or similar purposes without permission or consultation with iwi. Statutory Acknowledgements do not convey a property right and are non-exclusive.

Deeds of Recognition set out an agreement between the administering Crown body (the Minister of Conservation) and a claimant group in recognition of their special association with a site and specify the nature of their input into the management of the site.

8. What is an Overlay Classification?

An Overlay Classification acknowledges the traditional, cultural, spiritual and historical association of an iwi with certain sites of significance administered by the Department of Conservation.

An Overlay Classification status requires the Minister of Conservation and the settling group to develop and publicise a set of principles that will assist the Minister to avoid harming or diminishing values of the settling group with regard to that land. The New Zealand Conservation Authority and relevant Conservation Boards will also be required to have regard to the principles and consult with the settling group.

9. Are any place names being changed?

Yes. Several place names of Ngati Toa Rangatira will be reinstated including Porirua Harbour which will become Te Awarua-o-Porirua Harbour. The full list of name changes is included in this Deed of Settlement summary in section 1(H).

10. Does Ngati Toa Rangatira have the right to come back and make further claims about the behaviour of the Crown?

If a Deed of Settlement is ratified and passed into law, both parties agree it will be a final and comprehensive settlement of all the historical (relating to events before 21 September 1992) Treaty of Waitangi claims of Ngati Toa Rangatira. The settlement legislation, once passed, will prevent Ngati Toa Rangatira from re-litigating their claims before the Tribunal or the courts.

The settlement package will still allow Ngati Toa Rangatira or members of Ngati Toa Rangatira to pursue claims against the Crown for acts or omissions after 21 September 1992 and does not affect claims based on the continued existence of aboriginal title or customary rights. The Crown also retains the right to dispute such claims or the existence of such title rights.

11. Who benefits from the settlement?

All members of Ngati Toa Rangatira, wherever they may now live.

This and other settlement summaries are also available at www.ots.govt.nz

NGATI TOA RANGATIRA

and

TRUSTEE OF THE TOA RANGATIRA TRUST

and

THE CROWN

**DEED OF SETTLEMENT OF
HISTORICAL CLAIMS**

7 December 2012

PURPOSE OF THIS DEED

This deed:

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

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DEED OF SETTLEMENT

THIS DEED is made between

NGATI TOA RANGATIRA

and

TOA RANGATIRA TRUST

and

THE CROWN

1 BACKGROUND

The following text has been provided by Ngati Toa Rangatira and describes their view of their association with their area of interest.

*Ko Tainui te waka
Ko Hoturoa te tangata
Ko Ngati Toa Rangatira te iwi.
Tainui is the canoe
Hoturoa is the man
Ngati Toa Rangatira is the tribe.*

Hoturoa
Hotuope
Hotumatapu
Motai
Ue
Raka

Kakati
Tuhianga
Poutama

Mango
Kaihamu
Te Urutira

Tupahau
Korokino
Toa Rangatira

ORIGINS OF NGATI TOA RANGATIRA

- 1.1 Ngati Toa Rangatira record the following history and oral traditions.
- 1.2 There are many tribes that share common ancestry from Hoturoa, and Ngati Toa Rangatira, also known as Ngati Toa, is one of them. It is perhaps from the time of Tuhianga that Ngati Toa Rangatira as an entity begins to form, although it is not until his grandson Mango that closely related hapu coalesced into a separate tribal group to be known as Ngati Mango. Three generations later, the illustrious ancestor Tupahau appeared and, by the time of his death, the hapu had fashioned their own unique identities.
- 1.3 Ngati Toa Rangatira occupied the coastline from Aotea to Huikomako, centered at Kawhia, on the west coast of the North Island and for many generations was kaitiaki of Te Ahurei O Tainui, the resting place of the Tainui waka. The Kawhia region was rich in natural resources. The land was fertile, the forests teemed with bird-life, edible and medicinal plants, and the magnificent harbour and coastline provided kaimoana in abundance. Consequently the people grew in numbers and status which led to competition and conflict with other iwi.

1: BACKGROUND

- 1.4 This pattern of warfare continued for another four generations and reached a crescendo in the late eighteenth century, culminating in the battle known to history as the battle of Hingakaka, so named because of the large number of chiefs who perished on the battlefield. Hingakaka is reputed to have been "the largest battle ever fought" in Aotearoa. For Ngati Toa Rangatira the battle was devastating because of the loss of so many chiefs. However the battle did not end conflict. Trouble with neighbouring iwi continued and it was during this post-Hingakaka period that Te Rauparaha rose to prominence.
- 1.5 In the early years of the nineteenth century, trouble erupted in Taranaki when a woman related to Ngati Toa Rangatira was ill-treated by her husband. When her uncle, Te Puoho heard of his niece's predicament he called for assistance from his relations to avenge the insult. As a consequence a taua known as Amiowhenua, comprising Ngati Toa Rangatira and their allies, descended on Taranaki and wreaked havoc. However, the taua, rather than return to their respective homes, continued south, plundering as it went. When it arrived at Te Moana o Raukawa, a sailing ship was seen crossing the straits. A beacon was lit to attract the ship to shore but it continued on its voyage.
- 1.6 It was at this time that Te Rauparaha was advised by northern chiefs to make Te Upoko o Te Ika his home citing the benefits to be obtained from establishing contact with Europeans. On his return to Kawhia this thought must have remained in his consciousness particularly as relations with neighbouring iwi were worsening. Eventually matters came to a head when Ngati Toa Rangatira were attacked by a superior force and retreated to Te Arawi, a coastal stronghold south of Kawhia. It was then decided that rather than continue with ongoing hostilities that they would migrate to the Kapiti region where there was an abundance of land and resources, and greater opportunity to trade with Pakeha for guns.

Te Heke Mai-i-raro: re-establishment in the south

- 1.7 Ngati Toa Rangatira moved to the Te Moana o Raukawa (Cook Strait) region to re-establish and revitalise their iwi. The iwi's journey south from Kawhia was named Te Heke Mai-i-raro (the migration from the north). Many generations later, descendants of the migrating peoples named their meeting house Te Heke Mai Raro, in acknowledgement of the significance of the event in their history.

The Tahutahu Ahi migration

- 1.8 The permanent migration of Ngati Toa Rangatira started in about 1820. Te Peehi Kupe and other Ngati Toa Rangatira led their people from the Kawhia region first to North Taranaki. On departing, Te Rauparaha addressed his people, paying tribute to the land of his ancestors. Looking towards Kawhia, he composed a song lamenting their losses and farewelling their homeland:

*Tera ia nga tai o Honipaka
Ka wehe koe I ahau e
He whakamaunga atu naku
Te ao ka takawe
Na runga mai o Te Motu
E tu noa mai ra koe I ahau, e
Naku ia ra koe I waiho I taku whenua iti
Te rokohanga, te Taranga I a taua
Ka mihi mamao au ki te iwi ra ia
Moe noa mai I te moenga roa
Ka paria e te tai, piki tu, piki rere*

1: BACKGROUND

*Piki takina mai ra, te kawea au e te tere
Te Kawau I Muriwhenua
Tena taku manu, he manu ka onga noa
Runa ki te whare, te hau o Matariki
Ma te whare-po-rutu-e
Ma te rahi Ati Awa
E kautere mai ra
Whakaurupa taku aroha, na i*

The tides of Honipaka,
I now depart
My spirit still clings
To the cloud
Above Te Motu
You stand apart from me
I now leave my precious homeland
In this unexpected parting.
I bow in tribute to those who have passed.
Sleep on in that endless sleep
The tides rise, standing, flowing
Rising. Carried away with this, unrelenting,
Te Kawau at Muriwhenua.
There is my bird, my cherished bird.
Held captive in this house, the imminent new year
By the house of mourning
By Te Ati Awa
Travelling in company
I shall bury all my sorrows.

- 1.9 The following waiata is a companion to the lament of Te Rauparaha, and is said to be a waiata by Ponehe and refers to the resettlement of Ngati Toa Rangatira at Kapiti:

*Ra te ao-uru ka tauhere,
Te hiwi ki Te Hikonga.
Homai kia mihia
I hara mai i oku hoa e.*

*Naku rawa i huri atu
Ki te taiwhanga ki a Te Wherowhero,
Nana i unga mai
Ka noho au te puke ki Kamaru.
Nuinui Te 'Paraha i te whenua,
He manu ka pirere
Ka puihi tonu atu ki te tai-uru,
Ki a Taimairangi, e.
Tai a-wairua te motu huia
O Tararua i runga,
Ki Wairarapa e, ki Te Taitapu,
Ki a Te Ahuru, e.
Kia noho taku iti
Ki te kei o te waka
Nou na, e Pehi e!*

1: BACKGROUND

Behold the clouds in the west that hang
O'er the hill at Te Hikonga.
Let me tender greetings
To them who come from my friends, ah me.

It was I who gave
The land to Te Wherowhero,
He who urged me ever onward
And now I abide on the hill of Kamaru.
Great the fame of Te 'Paraha in the land,
But now only a bird in flight,
Pursued along the shores of the western sea,
To Tamairangi, ah me.
A fugitive spirit in the huia forests
Of Tararua in the south,
On the move to Wairarapa, and on to Te Taitapu
To the presence of Te Ahuru, ah me.
There let me sit in humble state,
At the stern of that canoe
Of yours, O Te Pehi, ah me!

- 1.10 Near the Mokau River further down the coast, Te Rauparaha, accompanied by a small group of mainly women, encountered a war party. Te Rauparaha dressed some of the women as chiefs and told them to stand by several fires, making their enemies think his party was larger than it was. This episode provided the name for this first migration - Te Heke Tahutahuahi (the fire-lighting heke or migration). Ngati Toa Rangatira were given sanctuary in Taranaki by their close kin.

The Tataramoa migration

- 1.11 Ngati Toa Rangatira remained in Taranaki for some months - long enough to cultivate food and gather allies for the next stage of the journey south. Although they were well armed with muskets, among them were many women, children and old people. All were required to walk hundreds of kilometres. Many were too exhausted to carry on, and died along the way. The migrants had to contend with many obstacles. Ngati Toa Rangatira and their allies eventually reached the Kapiti region, completing the second stage of the migration from Taranaki to Kapiti. This stage was named Te Heke Tataramoa (or the bramble bush migration), indicating the difficulties they encountered.
- 1.12 After the difficult migration from their homeland in Kawhia to the Kapiti region, the fortunes of Ngati Toa Rangatira rose. Kapiti Island was taken from its inhabitants by Te Peehi Kupe. Later in 1824, Ngati Toa Rangatira and its allies won an important victory over other tribes in the Kapiti district. This was the battle known as Umupakaroa, Whakapaetai or Waiorua. Of this battle, Ngati Toa Rangatira say, "kua mimiti te tai" ("all resistance was dissipated").
- 1.13 The victory at Waiorua also enabled Ngati Toa Rangatira and allied tribes to establish themselves and undertake further migrations from the Kapiti Coast to settle in Whanganui a Tara (Wellington), Te Tau Ihu (northern South Island) and Te Waipounamu.

1: BACKGROUND

- 1.14 The battle enhanced the mana of Ngati Toa Rangatira and Te Rauparaha, who was credited as the prime mover of the heke and the principal leader of the Kawhia-Taranaki forces. According to the rangatira Matene Te Whiwhi, news spread quickly of the victory of Te Rauparaha and his allies.

*He pokeke ka taka mai ki
Runga o Moeataua
Tini whetu ki te rangi
Ngaro katoa.*

A falling star
Was seen over Moeataua
And although there are many stars in
the heaven
They were all outshined.

*He pokeao I taka mai i Moeatoa
Tini whetu ki te rangi ngaro katoa*

A dark cloud descending from Moeatoa
The many stars in the sky will be
obscured.

KAPITI

- 1.15 In the 1820s and early 1830s, the focus of Ngati Toa Rangatira settlement was Kapiti Island. Ngati Toa Rangatira record that historian James Belich described the island as an ideal stronghold that became a secure base for Ngati Toa Rangatira. From Kapiti Island, Ngati Toa Rangatira commanded the adjacent coast from Otaki to Turakirae, it was used to extend raids and conquests, and acquire more influence and tribal wealth.
- 1.16 The significance of Kapiti Island is expressed in the following waiata:

*Tau mai e kapiti
te kainga o te hunga kua wehe kite iwi nui I te po.
Te marae i Wai-o-rua tenei te mihia,
te wahi i tanuku ai te whakaaro o te motu,
kia patua o tamariki I kopaina e koe.
Hei tohu ki nga uri whakaheke mai
i te mana i tuawhakarere iho
i te mana i te wehi o lo nui... i*

*Tau mai e Kapiti
Te Whare Wananga o ia, o te nui, o te wehi, o te Toa.
Whakakaupapa I te nohotahi, a Awa, a Toa, a Raukawa.
I heke mai i Kawhia ki te kawae tikanga
hei ora mo nga uri o muri nei
Tau mai e Kapiti te kainga tupu
o te wehi, o te toa, o te whakamanawanui....i*

*Tau mai e Kapiti
Te kainga o te kino, o te mau a hara o te kaitangata
e ai ra hoki ki nga kupu whakapae o nga iwi maha o te motu nei
Ko Rangatira te marae tenei te mihia
Tona rite he marae paenga whakairo,
ki roto o Kaiweka, he marae rongonui
ki runga ki raro tawhio noa....a*

*Tau mai e Kapiti
Whakataretare mai ki te rangatahi e hao nei.
Wai kahua Wai katohu, e mau ki nga mana i nga mana i ngakia e koe.
Uhia mai ra te manaakitanga a nga tupuna kua wehe ki te po
hei mauri whakakaha i te hinengaro*

1: BACKGROUND

o Tama, o Hine e pae nei.

We salute you Kapiti,
The home of those who have passed into the night.
We pay homage to Waiorua,
The place that answered the desires of the country
That your children should be sacrificed.
A symbol for the coming generations
Of the majestic authority of ancient times,
Of the power and awe of Io-nui,

We salute you Kapiti
The centre of learning devoted to the current of the great,
Of the awesome, of the warrior,
Created for the unity of Te Ati Awa, Ngati Toa and Ngāti Raukawa,
Those who migrated from Kawhia with a legacy
Nourishing and giving life to those generations to come.
Stand there Kapiti, the homeland
Of the awesome, of the warrior, of the sure and confident.

We salute you Kapiti,
The home of evil, of vengeance, of cannibalism,
According to the accusations of the many.
We salute Rangatira,
That which is likened to the gathering place of the great chiefs
At Kaiweka, a famous plaza
Known in the north, the south, at all points.

We salute you Kapiti,
Gaze upon the youth that gather here.
Who shall say who will take hold of the authority vested in you?
Bestow the blessings of those ancestors who have passed on,
As an empowering life-force for the minds and imaginations
Of the children gathered here.

TE TAU IHU AND TE WAI POUNAMU

- 1.17 From Kapiti, Ngati Toa Rangatira was able to expand into Te Wai Pounamu (the South Island), the source of highly prized greenstone. In the late 1820s, under the overall leadership of Te Rauparaha, Ngati Toa Rangatira and their allies led an invasion of the northern South Island. Threats were made which in Maori terms, could not be ignored. Six heke, or campaigns following a preliminary reconnaissance took place during the period of 1827-1832. These included an attack on Kaikoura led by Te Rauparaha and on Kaiapoi when Te Pehi Kupe of Ngati Toa Rangatira was killed. In 1830 there was a further sea-borne attack on Banks' Peninsula and a major attack on Te Hoiere, Rangitoto, Whakapuaka and places further to the west. A further campaign in the summer of 1831-2 involved a three-pronged attack on Kaiapoi planned by Te Rauparaha, with three separate taua converging on Kaiapoi.
- 1.18 The taua into the East Coast set the foundation for Ngati Toa Rangatira settlement and development of ahi kaa rights to some areas, and latent rights to further land as identified by the Waitangi Tribunal. The rights to this land existed in a complex structure of overlapping levels of manawhenua.

1: BACKGROUND

- 1.19 Ngati Toa Rangatira began solidifying their rights in Te Tau Ihu immediately following the taua. Their main areas of occupation were Te Hoiere Sound, Port Underwood and the Wairau, and these lands were settled and cultivated on a large scale. There were smaller settlements located at Golden Bay, Tasman Bay, Queen Charlotte Sound, and Arapaoa Island. These settlements ranged from permanent to seasonal.

NGATI TOA RANGATIRA IN THE COOK STRAIT REGION IN THE 1830s

- 1.20 Ngati Toa Rangatira consider that by the mid-1830s they held a powerful and unique strategic position in the Cook Strait region, which was largely founded on their occupation of key locations on both sides of Cook Strait (particularly Kapiti island); the tremendous mana of Te Rauparaha; a complex network of customary relationships with other iwi; and the virtual monopoly Ngati Toa Rangatira held over access to European goods and coastal trade in the Cook Strait district.
- 1.21 At 1840 the iwi consider they exercised tino rangatiratanga as tangata whenua over the lands they occupied. They have maintained noho tuturu/ahi-ka-roa (long occupation), established take whenua (rights to the land), and other customary rights, that have formed the basis of the iwi tino rangatiratanga over the lands.
- 1.22 According to Ngati Toa Rangatira tradition the northern most point of the Ngati Toa Rangatira rohe is Whangaehu; in the North Island it extends eastwards to Turakirae Heads and encompasses Te Moana o Raukawa. In the South Island, the Ngati Toa Rangatira rohe includes all of Te Tau Ihu; its southernmost point on the West Coast is the outlet of the Arahura River and Kaikoura on the Eastern Coast.
- 1.23 Te Moana o Raukawa was, and still is, a site of great cultural and historical significance. This area represented an environment with great potential and opportunity for expansion; this allowed the iwi to revitalise their identity, which was largely shaped by the material conditions of Te Moana o Raukawa.

SIGNIFICANT PLACES AND WAHI TAPU

- 1.24 In the North Island, Ngati Toa Rangatira's principal kainga were located at Ohariu, Porirua, Kapiti Island and other locations on the Horowhenua coast. Other significant settlement sites included: Kahu o te Rangi, Rangatira, Taepiro, Wharekohu and Waiorua on Kapiti Island; the offshore islands of Motungarara and Tohoramaurea; the island of Te Mana o Kupe ki Aotearoa; settlements on the Kapiti coast and hinterland including Te Uruhi; the settlements of Wainui and Whareroa; and further south, several pa at Pukerua.
- 1.25 Closer to Porirua there were settlements at Te Onepoto, Te Kahikatoa, Te Neke, Kaiaua, Onehunga, and Kaitawa at Whitireia; Motukaraka pa and Mataitaua pa at Pauatahanui; settlements and pa at Taupo pa and Hongoeka; and around Te Awarua o Porirua (Porirua Harbour) were Takapuwahia and Kenepuru.
- 1.26 The maunga Tapuae o Uenuku was important to Ngati Toa Rangatira because it was a visual link between the iwi on either side of Te Moana o Raukawa; it could be seen from Kapiti and as such, was a constant reminder of the extent of the Ngati Toa Rangatira rohe and, from Kapiti, the lands and people of Te Tau Ihu. It was also important to Ngati Toa Rangatira as a navigational aid, being visible from as far away as Cape Terawhiti, another site of significance to Ngati Toa Rangatira.
- 1.27 In Te Tau Ihu the main areas of occupation were the Wairau, Port Underwood and Te Hoiere (the Pelorus Sounds. Ngati Toa Rangatira had pa and settlements in Te Hoiere

1: BACKGROUND

at Canon point, Te Akaroa and Port Ligar; at Totaranui; on Arapaoa Island were pa and kainga at Onaukau Bay and Wharehunga Bay. In what is now known as Port Underwood, Ngati Toa Rangatira had pa in Whangataura Bay and Whataroa Bay.

- 1.28 There were a number of pa and kainga in the Wairau and at Tuamarina. Ngati Toa Rangatira used the various resources on the coast on a seasonal basis, and made regular visits to Kaparatehau (Lake Grassmere) to hunt and gather the abundant resources available there. Urupa and wahi tapu were located on the western and north eastern sides of the lake.
- 1.29 Spiritually and historically Te Tau Ihu was and still is of great significance to Ngati Toa Rangatira due to the efforts of their tupuna to occupy that land, and the lives which were lost during the subsequent engagements. In the south several places had particular significance due to the events that took place there. Kaiapoihia pa was located on a peninsula between modern-day Woodend and Waikuku. In 1830 Te Pehi Kupe and others were killed at Kaiapoihia and, in retaliation, Ngati Toa Rangatira attacked the pa in 1832 and brought about its downfall as utu for his death.
- 1.30 The Kaikoura region became significant to Ngati Toa Rangatira following two battles which also took place there in 1830 and again in 1832.
- 1.31 Ngati Toa Rangatira used the rivers, streams and maunga within their rohe in accordance with tikanga. These lands, waterways and harbours were of cultural, spiritual, historical and traditional significance. To Ngati Toa Rangatira, the lands, lakes, rivers and harbours within their rohe were taonga. Their history and relationship with these resources is still one of the foundations of their identity, cultural integrity, wairua, tikanga and kawa.
- 1.32 Ngati Toa Rangatira used the resources of their lands, the flora and fauna within their rohe, which provided food, shelter, and economic resources. Boundaries, settlements, wahi tapu and other sites of significance represented and maintained their mana, and were also fundamental to their culture, spirituality and identity.

WAITANGI TRIBUNAL

- 1.33 Generations of Ngati Toa Rangatira have sought redress for the many breaches of the Treaty of Waitangi by the Crown. From 1840, Ngati Toa Rangatira has made claims, petitions, submissions and taken action to seek redress for Treaty breaches.
- 1.34 Consistent with that approach, Ngati Toa Rangatira filed claims with the Waitangi Tribunal, to have their grievances heard, reported on and acknowledged. In 1986, fourteen Ngati Toa Rangatira individuals lodged the Ngati Toa Rangatira Comprehensive Tribunal Claim, Wai 207, on behalf of the iwi. The claim covered Ngati Toa Rangatira's traditional rohe and included areas from Whangaehu in the north east to the Tararua Ranges, south to Turakirae Heads, across Cook Strait to Kaikoura, and then west to Arahura.
- 1.35 The original Ngati Toa Rangatira claimants were Akuhata Wineera, Ruta Rene, Ramari Wineera, Wikitoria Whatu, Harata Solomon, Ruihi Horomona, Ariana Rene, Pirihiara Hammond, Matuaiwi Solomon, Hautonga Te Hiko-Love, Ringi Horomona, Rangi Wereta, Manu Katene and Tiratu Williams.
- 1.36 Of these original claimants who lodged Ngati Toa Rangatira's claim almost thirty years ago, Tiratu Williams is the only claimant still alive today.

1: BACKGROUND

1.37 Because the area covered by Ngati Toa Rangatira's claims is so extensive it is covered by three separate Waitangi Tribunal districts of inquiry:

1.37.1 the Wellington/Port Nicholson Block District Inquiry, Wai 145;

1.37.2 the Northern South Island Inquiry/Te Tau Ihu, Wai 785; and

1.37.3 the Porirua ki Manawatu District Inquiry, Wai 2200.

The Wellington/Port Nicholson Block District Inquiry

1.38 The Waitangi Tribunal Inquiry into Te Whanganui a Tara me ona Takiwa took place between 1991 and 1999.

1.39 Ngati Toa Rangatira claimed among other matters that:

1.39.1 the Crown's actions were in breach of the Treaty of Waitangi in respect of the Crown's unjustified strategy and campaign (both military and political) to crush Ngati Toa Rangatira resistance to land alienation and to Crown policies, to weaken the influence of Ngati Toa Rangatira and their chiefs, and cause division within the iwi; and that

1.39.2 this campaign included an unjustified and spurious declaration of martial law, the illegal capture of Te Rauparaha and others, and the acquisition of Ngati Toa Rangatira lands and interests under duress.

1.40 The Waitangi Tribunal's Te Whanganui a Tara me ona Takiwa: Report on the Wellington District was released in 2003. The Tribunal found:

1.40.1 at 1840, Ngati Toa Rangatira had ahi ka rights within the Port Nicholson block at Harataunga and parts of the south-west coast;

1.40.2 Ngati Toa Rangatira's take raupatu put them in a position to further establish ahi ka over those lands within the Port Nicholson block where no other group had ahi ka; and

1.40.3 that Ngati Toa Rangatira retained their interests by take raupatu in an area of 120,626 acres in the Port Nicholson block which the Crown granted to the New Zealand Company in 1848 and which the Tribunal considered were never sold by Maori, nor were they paid for them.

1.41 The Tribunal concluded that the Crown breached the Treaty of Waitangi and its principles in a number of ways in its relations with Ngati Toa Rangatira in the Wellington District. In particular, Ngati Toa Rangatira note the following Tribunal breach findings:

1.41.1 the 1839 Port Nicholson deed of purchase was invalid and conferred no rights on the New Zealand Company or those to whom the company subsequently purported to on-sell part of such land;

1.41.2 the Crown failed to act reasonably and in good faith and failed to protect the customary interests of Ngati Toa Rangatira in and over the Port Nicholson block and, in particular, Harataunga, during the process by which the Port Nicholson block lands were alienated out of Maori ownership; and that

1: BACKGROUND

1.41.3 the Crown failed adequately to recognise, investigate, or take into account the full scale and nature of Ngati Toa Rangatira's interests in the Port Nicholson block area and failed adequately to compensate Ngati Toa Rangatira for their loss of such interests or to ensure that they gained an equitable interest in the rural and urban tenths reserves which were created for Maori benefit in the Port Nicholson block.

1.42 The Tribunal considered that Ngati Toa Rangatira were entitled to compensation for their exclusion from any interest in the "tenths" reserves.

Te Tau Ihu o te Waka a Maui Inquiry

1.43 The Waitangi Tribunal Inquiry into Te Tau Ihu o te Waka a Maui took place between 2000 and 2004.

1.44 Ngati Toa Rangatira claimed among other matters that:

1.44.1 the Crown pursued a deliberate policy of intervention which had the effect and purpose of undermining the traditional leadership of the iwi, the disruption of traditional balances of power in the area, and the dislocation of social relationships between iwi; and

1.44.2 as a result of Crown intervention Ngati Toa Rangatira were forced from their lands and dislocated from their resources, and these lands and resources, once under management of the Crown became damaged, depleted and polluted.

1.45 The Waitangi Tribunal's *Te Tau Ihu a Te Waka a Maui: Report on Northern South Island Claims* was released in 2008. Ngati Toa Rangatira record that the Tribunal found Te Rauparaha and Ngati Toa Rangatira were the overall leaders of the taua which invaded Te Tau Ihu, and the main conquerors of the Wairau, Karauripe (Cloudy Bay), and Kaituna to Te Hoiere area. Ngati Toa Rangatira also record that the Tribunal reported that for Governor Grey, purchasing land went hand in hand with his wider strategic goal of breaking Ngati Toa Rangatira's dominance of the Cook Strait region.

1.46 The Tribunal concluded that the Crown breached the Treaty of Waitangi and its principles in a number of ways in its relations with Ngati Toa Rangatira. In particular Ngati Toa Rangatira note the following issues about which the Tribunal found breaches:

1.46.1 the Crown's seizure of Te Rauparaha in 1846, and his subsequent detention were in serious breach of the Treaty of Waitangi and its principles;

1.46.2 the great majority of rights holders in the Wairau were not consulted about the Crown's purchase of this district in 1847, did not consent to it, were never paid for it, and were deprived of their tino rangatiratanga in this district;

1.46.3 in respect to the Wairau purchase, Ngati Toa Rangatira were subject to coercive pressure that amounted to duress, which was an absolute and deliberate breach of the Treaty of Waitangi;

1.46.4 in respect to the Nelson Tenths, the Native Land Court process was inadequate and the evidence also suggests that the presiding Judge's preconceptions influenced his decision. Ngati Toa Rangatira were wrongly denied a share in the tenths;

1: BACKGROUND

- 1.46.5 The Governor exploited important Maori customs to obtain the vast Waipounamu purchase from Ngati Toa Rangatira in 1853. This was described as “an ohaaki within the context of a poroporoaki.” The Tribunal concluded that in negotiating this transaction senior Crown officials exploited Ngati Toa Rangatira’s need to reassert their leadership in the wake of their disastrous loss of mana in 1846-1847 when the Crown abducted and detained Te Rauparaha. The Tribunal also concluded that the Governor should not have exploited the emotions of Ngati Toa Rangatira making farewell statements to him on the eve of his departure from New Zealand to pressure them into a massive land sale;
- 1.46.6 The Crown failed to ensure that Ngati Toa Rangatira in Te Tau Ihu were left with sufficient land holdings; and as a direct result of Crown purchasing Ngati Toa Rangatira in Te Tau Ihu suffered widespread landlessness.

Ngati Toa Rangatira’s Southern Interests

- 1.47 Following its Te Tau Ihu inquiry the Waitangi Tribunal presented some conclusions about the extent of Ngati Toa Rangatira’s southern interests in its 2007 report, *Te Tau Ihu o te Waka a Maui: Preliminary Report on Te Tau Ihu Customary Rights in the Statutory Ngai Tahu Takiwa*. In particular, Ngati Toa Rangatira record the following findings from this report:
- 1.47.1 Ngati Toa Rangatira had customary rights in the area between Parinui o Whiti and Waiau-toa in the 1840s which overlapped with those of other iwi;
- 1.47.2 there was a Ngati Toa Rangatira latent right which the Crown foreclosed when it purchased their interests in the eastern side of Te Waipounamu as far south as Kaiapoi in 1847; and
- 1.47.3 the Crown deliberately and cynically exploited the custom of utu when negotiating for the Wairau purchase by persuading Ngati Toa Rangatira to sell their interests as far south as Kaiapoi where their rangatira Te Pehi Kupe had been killed.
- 1.48 In 1990, the Maori Appellate Court considered Ngati Toa Rangatira’s southern interests. Ngati Toa Rangatira record the following matters regarding the Court’s decision:
- 1.48.1 on 12 November 1990, the Maori Appellate Court delivered a decision which effectively concluded that Ngati Toa Rangatira did not have any interests in the land acquired by the Crown in the Arahura and Kaikoura purchases at the respective dates of those deeds;
- 1.48.2 Ngati Toa Rangatira wanted to appeal this decision to the Privy Council but were denied leave to appeal;
- 1.48.3 Ngati Toa Rangatira consider that their southern interests were ignored in this legal process, and have felt a great sense of grievance about it ever since.
- 1.49 Further, Ngati Toa Rangatira believe the findings of the Maori Appellate Court have meant that Ngati Toa Rangatira have been unfairly prejudiced with regard to the manawhenua over land within the takiwa.

1: BACKGROUND

- 1.50 Ngati Toa Rangatira note the Waitangi Tribunal stated, “[w]e also agreed with the argument of the Te Tau Ihu claimants that they will be further prejudiced by the statutory definitions based on the Maori Appellate Court’s findings, if this should mean that their claims in the northern part of the takiwa are rejected outright, when they come to negotiate their own settlement. Te Tau Ihu iwi have lost the ability to recover their interests in lands which have vested in Ngāi Tahu as a result of earlier Crown settlement and, consequently, we strongly recommend that the Crown take urgent action to ensure that these breaches do not continue.”
- 1.51 Ngāi Tahu then brought a fresh proceeding in the High Court, which alleged that by virtue of the Ngāi Tahu claims settlement legislation, the Waitangi Tribunal did not have jurisdiction to make findings in respect of Ngati Toa Rangatira’s interests in the takiwa. Ngati Toa Rangatira again felt forced to defend its position in the High Court and were successful in doing so. Ngāi Tahu appealed the High Court decision, but withdrew it on the day its submission was due in the Court of Appeal.

NEGOTIATIONS

- 1.52 Ngati Toa Rangatira gave Te Runanga O Toa Rangatira Incorporated (**Te Runanga**) a mandate to negotiate a deed of settlement with the Crown and submitted a deed of mandate to the Crown in May 2005.
- 1.53 The Crown recognised the mandate on 2 November 2005.
- 1.54 Te Runanga and the Crown:
- 1.54.1 by terms of negotiation dated 24 September 2007, agreed the scope, objectives, and general procedures for the negotiations; and
 - 1.54.2 by letter of agreement dated 11 February 2009, agreed in principle, that Ngati Toa Rangatira and the Crown were willing to enter into a deed of settlement on the basis set out in the letter of agreement; and
 - 1.54.3 since the letter of agreement, have negotiated and initialled a deed of settlement.

RATIFICATION AND APPROVALS

- 1.55 Ngati Toa Rangatira have, since the initialling of the deed of settlement, by a majority of:
- 1.55.1 98.7%, ratified this deed and approved its signing on their behalf by Te Runanga; and
 - 1.55.2 91.6%, approved the governance entity to receive the redress.
- 1.56 Each majority referred to in clause 1.55 is of valid votes cast in a ballot by eligible members of Ngati Toa Rangatira.
- 1.57 The governance entity was established, including for the purpose of entering into and receiving redress under this deed of settlement, by deed of trust dated 4 December 2012.

1: BACKGROUND

1.58 The Crown is satisfied:

1.58.1 with the ratification and approvals of Ngati Toa Rangatira referred to in clauses 1.55.1 and 1.55.2;

1.58.2 with the establishment and purpose of the governance entity referred to in clause 1.57; and

1.58.3 with the governance entity being appropriate to receive the redress.

AGREEMENT

1.59 Therefore, the parties:

1.59.1 in a spirit of co-operation and compromise and with an open and honest intent, wish to enter into this deed settling the historical claims; and

1.59.2 agree and acknowledge as provided in this deed.

2 HISTORICAL ACCOUNT

The Crown's acknowledgement and apology to Ngati Toa Rangatira in part 3 are based on this historical account.

Introduction

- 2.1. In the early 1820s, following a protracted period of conflict in their homeland of Kawhia, Ngati Toa Rangatira were in danger of conquest by neighbouring iwi. Ngati Toa Rangatira leaders, particularly Te Rauparaha and Te Peehi Kupe, decided to leave Kawhia and led their people on a number of heke south, first to northern Taranaki, and then to the Kapiti Coast. Here they re-established themselves and sought to revitalise their iwi and to benefit from potential trade with the Pakeha.
- 2.2. The key event marking the establishment of Ngati Toa Rangatira in the Cook Strait area was the battle of Whakapaetai or Waiorua on Kapiti Island in 1824. The victory at Waiorua also enabled Ngati Toa Rangatira and allied tribes to establish themselves and undertake further migrations from the Kapiti Coast into the Wellington and Hutt Valley districts and across the Cook Strait into Te Tau Ihu (northern South Island).
- 2.3. The battle restored and enhanced the mana of Ngati Toa Rangatira and also that of Te Rauparaha who was credited as the prime mover of the heke and the main war leader of the Kawhia-Taranaki forces. Waiorua was followed a few years later by the invasion of the northern South Island by Ngati Toa Rangatira and its allies under the overall leadership of Te Rauparaha. Six heke, or campaigns, can be identified in Te Tau Ihu and down the East and West Coasts of the South Island between the period of 1827-1832.

The Ngati Toa Rangatira rohe

- 2.4. According to Ngati Toa Rangatira traditional history, at 1840 the iwi exercised tino rangatiratanga as tangata whenua over the lands they occupied. The main areas of Ngati Toa Rangatira occupation in the North Island were the lands on the south-west coast of Wellington at Ohariu, Porirua, Kapiti Island and at locations on the Horowhenua coast. In Te Tau Ihu the main areas of occupation were the Wairau, Port Underwood and the Pelorus Sounds.
- 2.5. It is Ngati Toa Rangatira tradition that their rohe extended well beyond these settlement regions. The northern most point of the Ngati Toa Rangatira rohe is considered to be Whangaehu; in the North Island it extends eastwards to Turakirae Heads and encompasses the Cook Strait. In the South Island, the Ngati Toa Rangatira rohe includes all of Te Tau Ihu; its southernmost point on the West Coast is the outlet of the Arahura River and Kaikoura on the Eastern Coast. Ngati Toa Rangatira used the rivers, streams and Maunga within their rohe in accordance with tikanga.

Ngati Toa Rangatira's position in the Cook Strait region in 1840

- 2.6. In the 1830s, the Cook Strait region became a centre of the whaling industry. Whaling stations were established at, among other places, Titahi Bay, Paremata, Kapiti Island, Te Awaiti in the Tory Channel and at Port Underwood in Cloudy Bay. The flax trade along the lower west coast of the North Island and in the top of the South Island was also important.

2. HISTORICAL ACCOUNT

- 2.7. From Kapiti Island Ngati Toa Rangatira expanded into and adapted to the new world of contact with Europeans, and the iwi further developed and flourished.
- 2.8. Ngati Toa Rangatira established connections with whalers and other maritime traders to their economic and technological advantage. By 1840 Ngati Toa Rangatira held a dominant economic and political position in the Cook Strait region, a situation largely founded on their virtual monopoly of access to European goods and coastal trade in the Cook Strait district. By 1840 Ngati Toa Rangatira were economically prosperous.

The New Zealand Company

- 2.9. The New Zealand Company was a private land company formed in London in May 1839 to establish settlements in New Zealand. Shortly after its formation, representatives were dispatched to purchase land in the Cook Strait region. It wished to purchase land before the British Government acquired sovereignty and established the sole right to purchase Maori land (pre-emption).

The Kapiti Deed 1839

- 2.10. On 25 October 1839, representatives of the New Zealand Company entered into a deed at Kapiti Island with a number of leading Ngati Toa Rangatira chiefs including Te Rauparaha and Te Rangihaeata. The Kapiti deed purported to purchase an area of approximately 20 million acres between Taranaki and North Canterbury.
- 2.11. The deed was written only in English and the oral translation provided by the Company did not accurately convey to the Chiefs its meaning and effect. The boundaries of the purchase were described by degrees of latitude. A chart of New Zealand was shown to the Chiefs, together with a smaller plan showing the shores of the North and South Islands and Cook Strait. The area covered by the deed was not described in a sketch plan.
- 2.12. The New Zealand Company also entered into two other deeds (the Port Nicholson and Queen Charlotte deeds) with other Maori, at or around this time, in an attempt to purchase enormous areas of land in both the North and South Islands. Those deeds included land the Company purported to have purchased in the Kapiti deed.

The Treaty of Waitangi 1840

- 2.13. In 1840 the Crown sought to acquire sovereignty over New Zealand through the signing of a treaty with Maori. Lieutenant Governor William Hobson attached particular importance to obtaining the signature of Te Rauparaha to the Treaty of Waitangi. Hobson had been told that Te Rauparaha exercised 'absolute authority over all the southern parts of this Island', and believed that Te Rauparaha's signature would 'secure to her Majesty the undisputed right of sovereignty over all of the southern districts'.
- 2.14. Te Rauparaha signed the Treaty of Waitangi twice - once at Otaki on 14 May 1840 and a second time on board a naval ship off Mana Island on 19 June 1840. Other Ngati Toa Rangatira leaders including Nohorua, Te Rangihaeata, Matene Te Whiwhi, Tamihana Te Rauparaha, Topeora (Te Rangihaeata's sister) and Te Rau-o-te-rangi (Kahe) also signed the Treaty of Waitangi in 1840. Topeora and Te Rau-o-te-rangi were two of only five women to do so. The signings were conducted at Port Nicholson, Otaki, Cloudy Bay, and Kapiti.

2. HISTORICAL ACCOUNT

The Spain Inquiry, Wellington and Nelson

- 2.15. On 30 January 1840, Lieutenant Governor Hobson proclaimed that only land titles derived from the Crown would be recognised and that a Land Claims Commission would be established to investigate the validity of purchases entered into by Europeans before 14 January 1840.
- 2.16. In November 1840, the British Government agreed to grant the New Zealand Company four acres for every pound the Company had spent on colonisation, including the purchase of land. The British Government also, however, required the Land Claims Commission to inquire into the equity of the Company's claims before any title would be granted to the Company.

Port Nicholson Inquiry

- 2.17. William Spain was appointed a Lands Claims Commissioner by the British Government in January 1841. He arrived in New Zealand in December of that year and in May 1842 commenced hearings of the New Zealand Company's claim to have purchased land around Port Nicholson. Spain was instructed to ensure that a Protector of Aborigines was present at his hearings to represent and protect Maori interests.
- 2.18. The evidence presented to Spain's inquiry quickly revealed serious flaws in the Company's transaction. The Company then proposed to make additional payments to Maori to complete its purchases. The Crown agreed and directed Spain to supervise negotiations between two referees, one appointed by the New Zealand Company and one (the Protector of Aborigines) appointed to negotiate on behalf of Maori. In the event the referees could not agree, Spain was to determine the amount of compensation the Company should pay to complete its purchases. Negotiations broke down by April 1843 and did not resume until the following year.
- 2.19. On 12 September 1843, Spain issued a preliminary report concluding that the greater portion of the land claimed by the Company at Port Nicholson and north to Wanganui had not been alienated and that Maori had not consented to the alienation of their pa cultivations and burial grounds.
- 2.20. In February and March 1844, the Company and the Protector of Aborigines negotiated a series of 'deeds of release' in order to complete the Company's purchase of land in and around Port Nicholson. The boundaries of the land transacted by the Deeds of Release had not previously been surveyed. The schedules attached to the deeds set out which lands containing 71,900 acres would be covered by the deeds. The deeds of release did not list all of the land that was covered by the 1839 Port Nicholson Deed.
- 2.21. Ngati Toa Rangatira did not join with the other Maori who signed these deeds. On 8 and 9 March 1844, Commissioner Spain and the Protector of Aborigines met with Ngati Toa Rangatira chiefs at Porirua, but were unable to persuade them to sign any deed of release in respect of their interests in the Port Nicholson block and, in particular, the Hutt Valley. Ngati Toa Rangatira were offered £300 compensation in respect of these interests and a further £100 as compensation for the crops planted in the Hutt Valley by allies acting with or under the direction of Te Rangihaeata and Te Rauparaha. Commissioner Spain also assured Ngati Toa Rangatira that they would have a share of the reserves created by this transaction. Te Rauparaha, however, refused to accept any payment that included the Hutt Valley north of Rotokakahi, saying that this land would be retained by Maori.

2. HISTORICAL ACCOUNT

- 2.22. On 21 March 1844, Crown officials reported that Maori in the Hutt Valley had been observed cutting a boundary line at Rotokakahi to the eastern Hutt hills on Te Rauparaha and Te Rangihaeata's instructions. Ngati Toa Rangatira's intention was to mark the boundary between the area in the Hutt Valley that Ngati Toa Rangatira considered had been alienated to Europeans and the area remaining in Maori ownership. It is Ngati Toa Rangatira's view that the Rotokakahi line signalled there would be no further land sales north of the boundary.
- 2.23. In 1844, Spain directed the survey of what he understood to be the boundaries of the block described in the 1839 Port Nicholson deed. This survey extended the boundary to the south-west coast to include Ohariu and Makara, part of the rohe of Ngati Toa Rangatira. The effect was that additional land was added to the purchase area so that the Port Nicholson block now encompassed 209,247 acres.
- 2.24. In November 1844, following a meeting with Governor Fitzroy at Waikanae, Te Rauparaha accepted and was paid £400 compensation for the 'surrender' of Ngati Toa Rangatira interests in Harataunga (the Hutt Valley). The receipt for the payment did not define the boundaries of Harataunga. Nor did it provide any reserves. Te Rangihaeata only agreed to receive a share of this money in March 1845. He did not regard this payment as extinguishing the rights of his allies and relations from other iwi who remained in the Hutt.
- 2.25. The Crown subsequently treated all of the land in the district covered by the 1839 Port Nicholson deed as if title to it had been extinguished by the Deeds of Release and the receipt signed with Ngati Toa Rangatira.
- 2.26. Commissioner Spain's final report in 1845 recommended that the New Zealand Company was entitled to a Crown grant at Port Nicholson of 71,900 acres, but excluding pa, burial grounds and cultivations and 'Native Reserves' made up of country and town sections ('tenths' reserves). In July 1845, Governor Fitzroy offered a grant to the New Zealand Company on the terms recommended by Commissioner Spain.
- 2.27. The New Zealand Company rejected Fitzroy's Crown grant in February 1846 because it provided for the retention by Maori of their pa and cultivations on sections already purchased from the Company by settlers.
- 2.28. On 27 January 1848 Governor Grey signed a new grant to the New Zealand Company for the Port Nicholson block. The new grant was for 209,247 acres, excepting lands reserved for Maori. This grant encompassed the entire Port Nicholson block, and was a much larger area than that earlier offered to the Company by Governor Fitzroy in 1845 (71,900 acres). The 1848 grant was accepted by the Company.
- 2.29. Ngati Toa Rangatira consider that the 1848 Crown grant to the New Zealand Company included land in which they had not sold their interests. Ngati Toa Rangatira maintain that the November 1844 receipt related only to their interests in Harataunga and, therefore, they were not fully compensated for the entirety of their interests included within the area granted to the New Zealand Company in 1848.
- 2.30. In 1850 the New Zealand Company went out of business and all its land in New Zealand passed to the Crown.

Nelson Inquiry

- 2.31. In late 1841 the New Zealand Company, under the leadership of Captain Arthur Wakefield, established its Nelson settlement at Whakatu in Tasman Bay. At this time,

2. HISTORICAL ACCOUNT

Commissioner Spain had yet to inquire into the Company's claims in Te Tau Ihu. The arrival of settlers at Nelson in 1842 placed pressure on the Crown to resolve the Company's land claims.

- 2.32. On 19 August 1844, in Nelson, Spain commenced a hearing into the Company's claim to have purchased extensive areas of the northern South Island. Spain's inquiry was very short. It was adjourned on the third day and moved to arbitration in response to an offer by a Company representative to pay further compensation to resident Maori.
- 2.33. At the conclusion of the arbitration negotiations in Nelson in August 1844, Spain delivered an oral decision (later confirmed in his final report to Governor Fitzroy in March 1845). Spain advised resident Maori that he would not have awarded any further compensation because the lands were purchased previously by the Company from Te Rauparaha and others at Kapiti, and through the extra payment by way of presents delivered from Captain Wakefield. Spain was of the view that the goods given in payment at Kapiti, when combined with the presents subsequently given by the Company to Maori resident in Te Tau Ihu, and the £800 compensation now offered, meant that the price paid was a high one.
- 2.34. Spain concluded that Ngati Toa Rangatira had not intended to sell the Wairau and recommended that no land grant be issued to the Company in this district. However, Te Rauparaha and Te Rangihaeata had testified before Spain at Otaki in April 1843 that they had intended to sell Taitapu and Wakatu. Spain appears to have understood the reference to Taitapu to refer to all of Golden Bay (rather than a block of land on the western side) and Wakatu to have encompassed all of Tasman Bay (rather than just the area around the Nelson settlement). Accordingly, he recommended that the Company receive a grant of 151,000 acres in the districts of Nelson, Waimea, Moutere, Motueka and Golden Bay.

Porirua District

- 2.35. Commissioner Spain's final report on the Company's claims concluded that the district of Porirua had not been purchased pursuant to the Kapiti deed. The Company did not receive a Crown grant in this district and the area remained customary Maori land.

The tenths reserves - Wellington and Nelson

- 2.36. The Company's original Port Nicholson colonisation plan provided for one in every ten sections which the Company disposed of to be reserved for Maori. The location of these 'tenths reserves' was to be decided by lottery. The Company anticipated that they would increase in value as a result of European settlement, and that this would constitute the real consideration Maori received for their land.
- 2.37. The Company's Port Nicholson deed provided for tenths reserves, but the Queen Charlotte and Kapiti deeds did not. The Kapiti deed provided for the Company to select and hold 'suitable and sufficient' reserves in trust 'for the future benefit of the said chiefs, their families, tribes and successors, forever'. Native reserves were established in Wellington and Nelson in the 1840s that later became known as 'tenths' reserves.
- 2.38. The tenths reserves were administered as a general endowment for Maori and funds from the reserves were spent in social and economic areas. The determination of the beneficiaries of the Wellington and Nelson tenths reserves was delayed for several decades until the 1880s and 1890s. In 1888, the Public Trustee made separate

2. HISTORICAL ACCOUNT

applications to the Native Land Court to determine those beneficially interested in the Wellington and Nelson tenths.

- 2.39. The Wellington tenths case was heard by the Native Land Court in 1888, presided over by Judge Mackay. Ngati Toa Rangatira did not make a claim before the court and therefore did not receive a share. The Judge remarked, however, that Ngati Toa Rangatira were the only other group 'who would have been justified in making a claim to the territory sold ... in 1839'.
- 2.40. The Nelson tenths case was heard at Nelson in 1892, also presided over by Judge Mackay. A number of groups brought claims seeking an allocation of beneficial interests in the Nelson tenths. When the case opened, Hohepa Horomona stated that he appeared for a 'section of the Ngati Toa' and other iwi. Hohepa asked for an adjournment of the hearing to allow them time to prepare their case because 'only a short notice had been given of the intention to proceed with the case'. This request was apparently refused since the Court went straight on with the hearing.
- 2.41. Three witnesses from another iwi presented evidence over the first four days of the hearing. The judge then asked some of the claimants to prepare lists of owners in order to 'consolidate the business before the Court'. However Ngati Toa Rangatira were not included in this request. The Judge also decided that iwi who had not yet presented their case could only have one witness each.
- 2.42. Although no separate Ngati Toa Rangatira case was put forward Hohepa Horomona was able to cross-examine other witnesses. One rangatira cross examined by Hohepa made a number of references to Ngati Toa Rangatira's presence in the Nelson district. These references to the presence of Ngati Toa Rangatira in the Nelson district were recorded in minutes of the 1892 Nelson Tenths Case written in Te Reo. However, such references do not appear in the judge's notes for this case that were written in English. Ngati Toa Rangatira consider that this contributed to a result that was unfair to Ngati Toa Rangatira.
- 2.43. The Native Land Court decided that 'the hapus who took part in the conquest under Te Rauparaha who did not occupy the land within the Nelson settlement up the year 1840 lost their right to it'. The Ngati Toa Rangatira claim to beneficial interests in the Nelson tenths was therefore dismissed. Ngati Toa Rangatira consider that they were wrongly denied a share in the tenths.
- 2.44. Ngati Toa Rangatira continue to be excluded as beneficiaries of the tenths. This has meant that, unlike other iwi, Ngati Toa Rangatira have been unable to benefit from the increase in value of the lands with the economic development of the region, as was contemplated by the establishment of 'tenths' reserves.

Conflict in the Wairau over land in 1843

- 2.45. In December 1842 New Zealand Company officials went to the Wairau Valley to investigate land for rural sections for its settlers. At this time no land had been granted to the New Zealand Company in Te Tau Ihu. In January 1843 the Ngati Toa Rangatira chief Nohorua, who lived at Cloudy Bay, went to Nelson to inform Arthur Wakefield that the Company could not have the Wairau.
- 2.46. The Wairau surveys began in April of 1843. On 12 May Te Rauparaha and Te Rangihaeata asked Commissioner Spain to intervene and stop the New Zealand Company surveys at the Wairau.

2. HISTORICAL ACCOUNT

- 2.47. On 28 May 1843 Joseph Thoms took his schooner *The Three Brothers* across Cook Strait where he collected Te Rauparaha, Te Rangihaeata and about twenty five other Ngati Toa Rangatira people and transported them to Ocean Bay in Port Underwood. Ngati Toa Rangatira were expecting Commissioner Spain to arrive there, but when he did not do so they decided to go directly to the Wairau. En route to Wairau they were joined by Nohorua, Rawiri Puaha and their people from Cloudy Bay.
- 2.48. Ngati Toa Rangatira arrived at Cloudy Bay on 1 June 1843 while the New Zealand Company surveys were still being carried on. On 2 June Ngati Toa Rangatira told a Company surveyor that he had to leave, and then set fire to a hut he had built, his wooden survey poles and the wooden frames of his tent. The survey party was not harmed, nor were their personal possessions. The same thing happened with the other two New Zealand Company survey parties. Most of the surveyors then returned to Nelson. The Ngati Toa Rangatira party, of about one hundred people including women and children, then laid down cultivations and gathered pipis from the river.
- 2.49. Ngati Toa Rangatira still expected Commissioner Spain to come and see them and resolve the question of ownership of the Wairau. A surveyor was told by Maori on 14 June 1843 that 'news had arrived at Port Underwood that Mr Spain was coming over to Cloudy Bay in a fortnight's time to settle the Wairoo [sic] land question'.
- 2.50. In June 1843, a party of special constables, including the Nelson police magistrate, police constables, and all the leading New Zealand Company officials of the settlement, including Arthur Wakefield, travelled to Cloudy Bay aboard the *Victoria* with an arrest warrant for Te Rauparaha and Te Rangihaeata for the crime of arson. When the *Victoria* arrived at Cloudy Bay on 16 June, Ngati Toa Rangatira assumed that Commissioner Spain had arrived.
- 2.51. After disembarking the party made their way upriver in search of Te Rauparaha and Te Rangihaeata. Three miles upriver they encountered a party of Ngati Toa Rangatira made up of Rawiri Puaha and his people from Port Underwood coming in the opposite direction. According to some accounts some members of the Nelson party threatened to shoot him. Rawiri Puaha returned to Te Rauparaha and the others to warn them about what was coming.
- 2.52. The party of special constables reached the main Ngati Toa Rangatira party on Saturday 17 June. They found themselves on the opposite side of the Tuamarina Stream to Ngati Toa Rangatira. The Police Magistrate, Captain Arthur Wakefield and a number of others crossed the creek, apparently unarmed. They were courteously greeted by Ngati Toa Rangatira who 'repeated the usual salutation of welcome'. Te Rauparaha said he was prepared to discuss the matter: 'I care not if we talk all night and all day tomorrow'. But he was not prepared to be arrested.
- 2.53. Others also became involved in the discussion, including Rawiri Puaha and Te Rangihaeata. When Te Rauparaha continued to refuse to be taken into custody, the Police Magistrate became angry. According to Te Rauparaha the Magistrate 'was in a great passion; his eyes rolled about, and he stamped his foot'. When the Police Magistrate called for the men to be brought over to arrest the chiefs a shot was fired.
- 2.54. The European accounts differ but suggest that this first shot was probably fired by one of the Europeans and that it was possibly an accidental discharge. The evidence of Ngati Toa Rangatira at the time was definite and unanimous: that there was an order to fire, that the first shots were fired in response to this and Maori were the first to die. On the order of Te Rauparaha and Rawiri Puaha, Ngati Toa Rangatira returned fire.

2. HISTORICAL ACCOUNT

Several Europeans and Maori were killed during the exchange of gunfire, including Te Rongo, the wife of Te Rangihaeata.

- 2.55. The party of special constables then broke and fled up the hill with Ngati Toa Rangatira chasing them for a short distance. After an exchange of gunfire lasting for some minutes a decision was made to surrender and Wakefield and the others laid down their arms. But 'by some mistake' firing became general again. By this time many of the party of special constables had escaped. The remainder, including Arthur Wakefield, laid down their arms again and surrendered.
- 2.56. Those who remained behind were killed. Tamihana Te Rauparaha later wrote that his father was willing to spare the prisoners, but Te Rangihaeata was not. In total twenty-seven Europeans escaped and twenty-two were killed. Between four and nine Maori were killed in the fight.
- 2.57. Following the incident, and the deaths on both sides, the Wairau was made tapu. Ngati Toa Rangatira temporarily withdrew from the northern South Island, acting on the assumption that they were going to be attacked. However, in 1844 Governor Fitzroy announced that, while Ngati Toa Rangatira had been wrong to kill the surrendered men, the New Zealand Company and settlers were 'very greatly to blame' and no action would be taken against Ngati Toa Rangatira for the Wairau. Regardless, the Wairau incident would have long term consequences for the iwi.

1845 Governor Grey - actions to reduce Ngati Toa Rangatira power

- 2.58. At the beginning of 1845 the ownership of the Hutt Valley continued to be disputed between Europeans and Maori. Whilst the Crown considered that the acceptance of £400 in November 1844 by Te Rauparaha and in March 1845 by Te Rangihaeata had settled all Maori claims in the Hutt Valley, Te Rangihaeata did not regard this payment as extinguishing the rights of other groups who remained in the Hutt, and for whom Ngati Toa Rangatira felt responsible.
- 2.59. Between November 1844 and May 1845 Crown officials and Te Rauparaha unsuccessfully attempted to persuade the other iwi to leave the Hutt Valley. Te Rangihaeata, who supported the claims of the other iwi, advocated they be given land elsewhere in the valley. The Crown rejected Te Rangihaeata's proposal and did not accept that the iwi residing in the Hutt Valley had rights independent of Ngati Toa Rangatira.
- 2.60. In 1845 the British Government replaced Fitzroy as Governor with George Grey. In July 1845 the British Government directed Governor Grey to assist the New Zealand Company secure the land it required for its settlers in the lower North Island and upper South Island. The Governor was secretly authorised by the Colonial Office to spend up to £10,000 on the purchase of Maori land for New Zealand Company settlers. In February 1846 Governor Grey arrived in Wellington with substantial military forces.
- 2.61. During the course of 1846 and 1847, the senior Ngati Toa Rangatira chiefs, Te Rangihaeata, and subsequently Te Rauparaha, became primary targets in a Crown campaign of political and military action aimed at reducing the power and influence of Ngati Toa Rangatira and some of their allies. The Crown saw this as necessary for the successful colonisation of the middle of New Zealand and the establishment of the Crown's political authority.
- 2.62. In February 1846 tensions between the Crown and Ngati Toa Rangatira rose when the Crown sent military forces into the Hutt Valley in an effort to evict the iwi supported by

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Ngati Toa Rangatira from the disputed lands. After one group of Maori left the disputed area, Europeans plundered their abandoned homes and Crown military forces subsequently burnt their pa and church. In retaliation Maori plundered nearby settler homes. In the midst of these events Te Rangihaeata wrote to Governor Grey repeating his earlier request for a portion of the Hutt Valley to be set aside for Maori.

- 2.63. Between 3 and 12 March 1846 the Crown placed a large area in the lower North Island under martial law as it sought to establish its authority. Prior to the proclamation the Crown Prosecutor objected that any declaration of martial law would be illegal because Hutt Valley Maori were entitled to retain their cultivations. However, on the basis of advice from the Supreme Court Judge, Governor Grey decided to proceed.
- 2.64. By April 1846 Governor Grey had developed a strategy for the Crown to secure effective control of the Wellington region. The Crown would establish a garrison at Paremata on the Porirua Harbour and construct a road from Wellington to Porirua. A number of military stockades were built along the route. These were Clifford's Stockade, Middleton's Stockade, McCoy's Stockade and Leigh's Stockade. According to a Company settler, by this time Governor Grey had given an assurance to New Zealand Company officials that land would be made available for settlement at Porirua. On 20 April 1846 the Crown issued a new proclamation of martial law over the region south of Wainui and Castle Point.
- 2.65. In May 1846 a force primarily comprised of Maori from other iwi attacked the Crown's military outpost at Boulcott's farm in Upper Hutt. Six Crown soldiers were killed. There is no evidence to suggest that Te Rangihaeata was there, although it is likely some of his section of Ngati Toa Rangatira were involved. Nonetheless, the Superintendent of the Southern District and others believed that Te Rangihaeata was responsible. The Superintendent proposed that Te Rangihaeata's settlement at Pauatahanui be attacked.

1846 Governor Grey seizes and detains Te Rauparaha and other Ngati Toa Rangatira rangatira

- 2.66. After the attack on Boulcott's farm Te Rauparaha wrote to a Crown official in Wellington that he and the 'white people' were at peace and he regretted what had happened in the Hutt Valley. In June 1846 there were further skirmishes between Crown troops and Maori in Harataunga. Te Rauparaha also made an official visit to Wellington accompanied by British military escort and was well received.
- 2.67. Governor Grey, who was not present during Te Rauparaha's visit, soon returned from Auckland with military reinforcements. Governor Grey decided to attack Te Rangihaeata who he held responsible for the violent conflict in the Hutt Valley. However, he had become suspicious of Te Rauparaha and was not prepared to risk attacking Te Rangihaeata until he had sufficient troops to also hold Te Rauparaha 'in check' should that become necessary. On 18 July the Crown significantly extended the area under martial law. Governor Grey then decided to seize and detain Te Rauparaha and set out his intention to do so in a report to the British Government.
- 2.68. Governor Grey and a military force travelled by sea from Wellington to Waikanae and then to Porirua. At daybreak on 23 July a military force went ashore and seized Te Rauparaha, Wiremu Te Kanae, Hohepa Tamaihengia and two others of Ngati Toa Rangatira. Te Rauparaha had not participated in the previous fighting. Ngati Toa Rangatira's stocks of arms and ammunition were destroyed. A group of Te Rangihaeata's supporters attempted to rescue Te Rauparaha but were unsuccessful.

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- 2.69. Te Rauparaha was detained on a naval vessel, the *Calliope*, for ten months and then under house arrest in Auckland for approximately eight months. He was finally returned to his people at Otaki in 1848. Te Rauparaha was never charged or tried for any offence.
- 2.70. According to a nineteenth century Ngati Toa Rangatira source, Ngati Toa Rangatira did not know why Te Rauparaha had been arrested and detained. A British Government official was concerned that there was no legal basis for Te Rauparaha's detention, and that Governor Grey was assuming powers for which there was no legal justification. Nevertheless the official thought it neither necessary nor desirable to inquire into these issues.
- 2.71. It has always been Ngati Toa Rangatira's view that the seizure was unjustified and a deliberate attack on his mana and designed to undermine the power of the iwi.

Military action against Te Rangihaeata

- 2.72. In August 1846 a Crown force attacked Te Rangihaeata's pa at Pauatahanui only to find it deserted. A section of Ngati Toa Rangatira under Rawiri Puaha briefly joined the pursuit of Te Rangihaeata from Pauatahanui up the Horokiri Valley but they did not take an active role in the fighting. The Crown's Ngati Toa Rangatira allies also provided Te Rangihaeata with supplies and intelligence.
- 2.73. By September 1846 Te Rangihaeata had withdrawn to the Horowhenua where the Crown did not pursue him.
- 2.74. On 14 October 1846 an Indemnity Ordinance was made by the Legislative Council retrospectively validating all actions carried out by military officers under the authority of martial law.

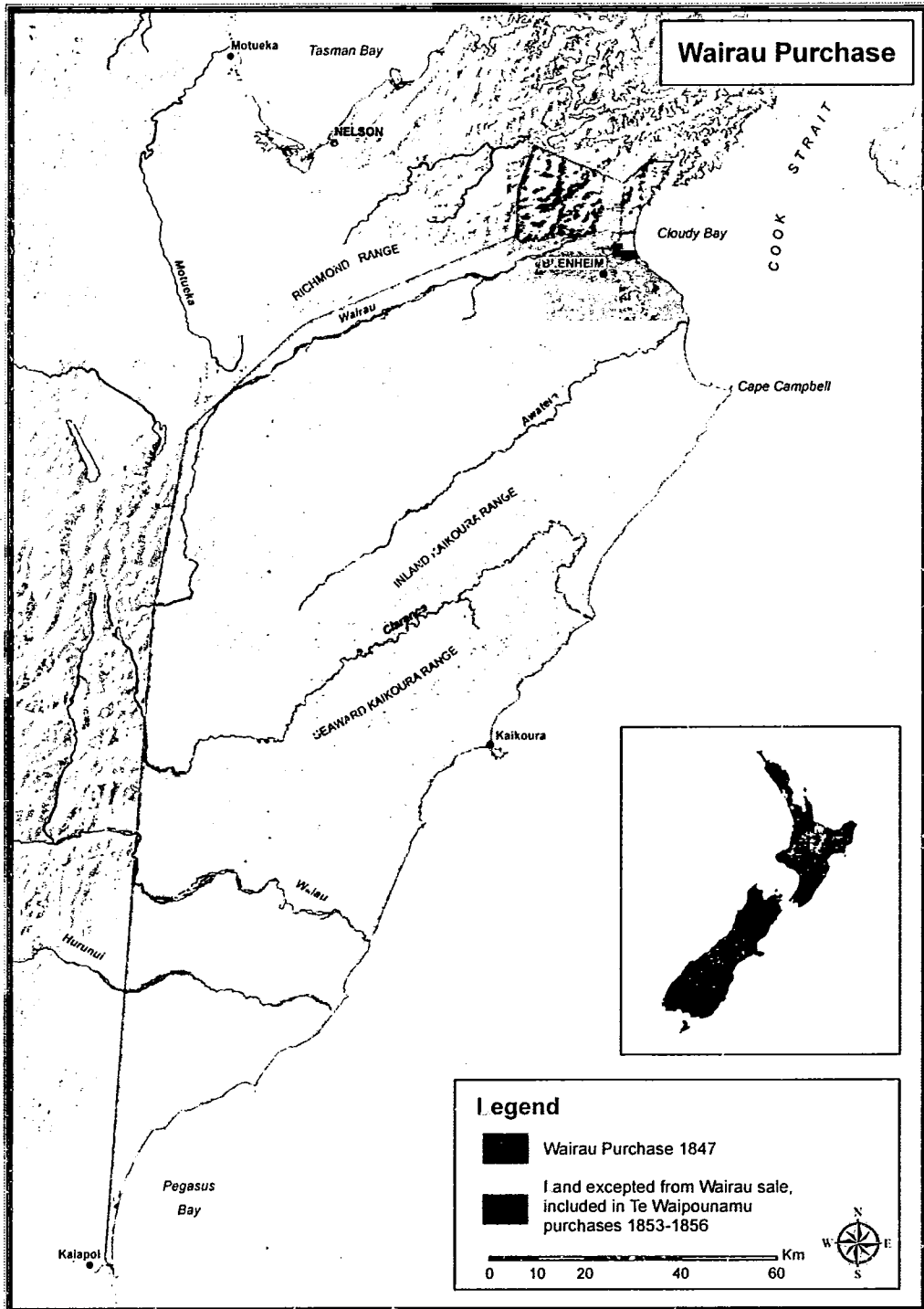
Acquisition of the Wairau Block

- 2.75. The Wairau was not included in Commissioner Spain's recommended award to the Company in 1845. In 1846 pastoralists started to drive sheep into the district. The Company wanted land in the Wairau because it was unable to satisfy its obligations to its settlers with land in the Nelson district. In November 1846 Governor George Grey, who had been instructed by the British Government to assist the Company obtain the land it needed, gave instructions for the Wairau district to be purchased. The Government was to carry out the negotiations on behalf of the Company.
- 2.76. In March 1847, whilst Te Rauparaha was in custody and Te Rangihaeata in exile, Governor Grey concluded the Wairau purchase for £3,000 with three young Christian rangatira of Ngati Toa Rangatira: Matene Te Whiwhi, Tamihana Te Rauparaha and Rawiri Puaha. These rangatira had interests in the land and were strongly influenced by their wish to have Te Rauparaha released from captivity. In 1848 George Clarke senior, formerly the chief protector of aborigines, wrote that the Wairau had been '*wrung and wrested*' from Ngati Toa Rangatira. There is no evidence that Ngati Toa Rangatira as a whole consented to this alienation. Neither Te Rauparaha nor Te Rangihaeata signed the deed.
- 2.77. According to a Ngati Toa Rangatira manuscript source, Ngati Toa Rangatira sold the block to the government after Governor Grey asked them to surrender the Wairau as compensation for those who were killed by Ngati Toa Rangatira at the Wairau incident in June 1843. There are also statements from other Maori in 1859 and 1860 that

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suggest Governor Grey exploited traditional notions of utu by emphasising the fact that the sale was a 'payment' in return for the Wairau incident.

- 2.78. The Wairau deed alienated over 3 million acres of the north-eastern South Island to the Crown. The boundaries of the area 'purchased' extended from the Wairau as far south as Kaiapoi. The deed set aside a reserve in the Wairau later estimated at 117,248 acres. The boundary of the Wairau reserve was surveyed in 1851 but there is no evidence a Crown grant was issued for it. The purchase money was to be paid in five annual instalments of £600. Sir George Grey later stated that the payment was 'very trifling compared with the extent of land'.



Acquisition of the Porirua Block

- 2.79. The Porirua transaction occurred only a few weeks after the Wairau sale and both deeds were complementary components of a single transaction. Neither Te Rauparaha nor Te Rangihaeata signed the Porirua purchase deed, nor were they invited to do so. The same chiefs who signed the Wairau deed, Tamihana Te Rauparaha, Matene Te Whiwhi and Rawiri Puaha, also signed the Porirua deed along with five others. The area alienated was from Ohariu (Makara) in the south to Wainui (Paekakariki) in the north and bounded to the east by 'the line determined by Mr Commissioner Spain for the Port Nicholson block'. This area contained at least 68,896 acres and the purchase price of £2,000 was to be paid in three annual instalments.
- 2.80. Three reserves totalling over 10,000 acres were retained by Maori at Porirua, the Whitireia peninsula and an area from Paremata to Paekakariki. The reserved area included Taupo pa and an area of Porirua harbour, but all the lands around Pauatahanui harbour and the Horokiwi Valley, the main transport and communication points, were included in the area sold to the Crown.
- 2.81. Governor Grey explained to the British Government that this area was needed to make available to the New Zealand Company the sections they had already surveyed at Porirua. Strategically it was also important; Grey reported that 'in a military point of view, the possession of a great part of the Porirua District, and its occupation by British subjects, were necessary to secure the town of Wellington and its vicinity from future hostile attacks and aggressions from evil-disposed natives'.
- 2.82. Governor Grey also reported the payment of the purchase money from the Wairau and Porirua purchases to Ngati Toa Rangatira over several years would give the Crown 'an almost unlimited influence over a powerful and hitherto a very treacherous and dangerous tribe'.
- 2.83. The tradition of Ngati Toa Rangatira is that both the Porirua and the Wairau blocks were alienated to the Crown to ensure the freedom of Te Rauparaha. Ngati Toa Rangatira feel that Governor Grey violated the rights of other Ngati Toa Rangatira leaders by only consulting with the few rangatira involved.
- 2.84. By 1847, through its detention of Te Rauparaha, the pursuit of Te Rangihaeata into the Horowhenua, and purchase of the Wairau and Porirua districts, the Crown had effectively established its control over the Wellington, Nelson, and Porirua districts.
- 2.85. The following waiata was written by Te Rangihaeata and refers to the Crown's role in capturing Te Rauparaha and the alienation of Ngati Toa Rangatira's land:

*Taku waka whakairo e
taku waka whakateretere e
Ki runga I te ngaru na e
Tena ka pakaru e
Kei te Manuao e pukai ana e
nga maramara na e.
Haere ra, e Raha
i te aroaro o Tu-mata-uenga na, e,
Te mana o te Kawana e,
Te inati o Ngati Raukawa na, e.
Haere ra, e Raha e
i te aroaro o Ihu Karaiti,*

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*Te mana o Kawana e
Te inati o Ngati Toa ora e.
Ki atu ana au 'E koro, haehae matariki na, e'
Tu mai ana a koe 'Waiho i Porirua
i te kainga ururua.'
Kia ngata ai to puku, e hao nei koe, na, e
E kore au e tangi i enei nga raro, na, e
Tukua atu ki tua ki nga ra o te waru, e
Ka kohi au i aku tini mahara, na, e.*

*My carved canoe
My swift canoe
Upon the waves
Broken and shattered
Upon the ship, heaped
The pieces.
Go, Raha,
To the presence of Tu-mata-uenga.
The power of the Governor
Has divided Ngati Raukawa.
Go, Raha,
To the presence of Jesus Christ,
The power of the Governor
Has divided Ngati Toa.
I asked, 'Are we to be divided into little pieces?'
You replied, 'Stay at Porirua
The home of woods and bush,
There to attend to your needs'.
I will not weep during these events,
But later in times of scarcity,
And now I collect together my memories.*

Further Crown purchases

2.86. Between 1853 and 1865 further Crown purchases reduced the lands remaining in Ngati Toa Rangatira's ownership. In addition other deeds of sale between the Crown and neighbouring iwi overlapped with Ngati Toa Rangatira customary interests. These transactions included:

- 2.86.1. The first Te Waipounamu purchase (10 August 1853);
- 2.86.2. The Whareroa purchase (November 1858);
- 2.86.3. The Wainui purchase (9 June 1859);
- 2.86.4. The Papakowhai purchase (28 May 1862); and
- 2.86.5. The Mana Island purchase (1 December 1865).

The Te Waipounamu Purchase

2.87. In 1853 the Crown sought to extinguish all remaining Maori customary interests in the northern South Island. The Crown wanted to obtain further large tracts of land for European settlement and also believed that the Te Tau Ihu region might contain valuable mineral resources.

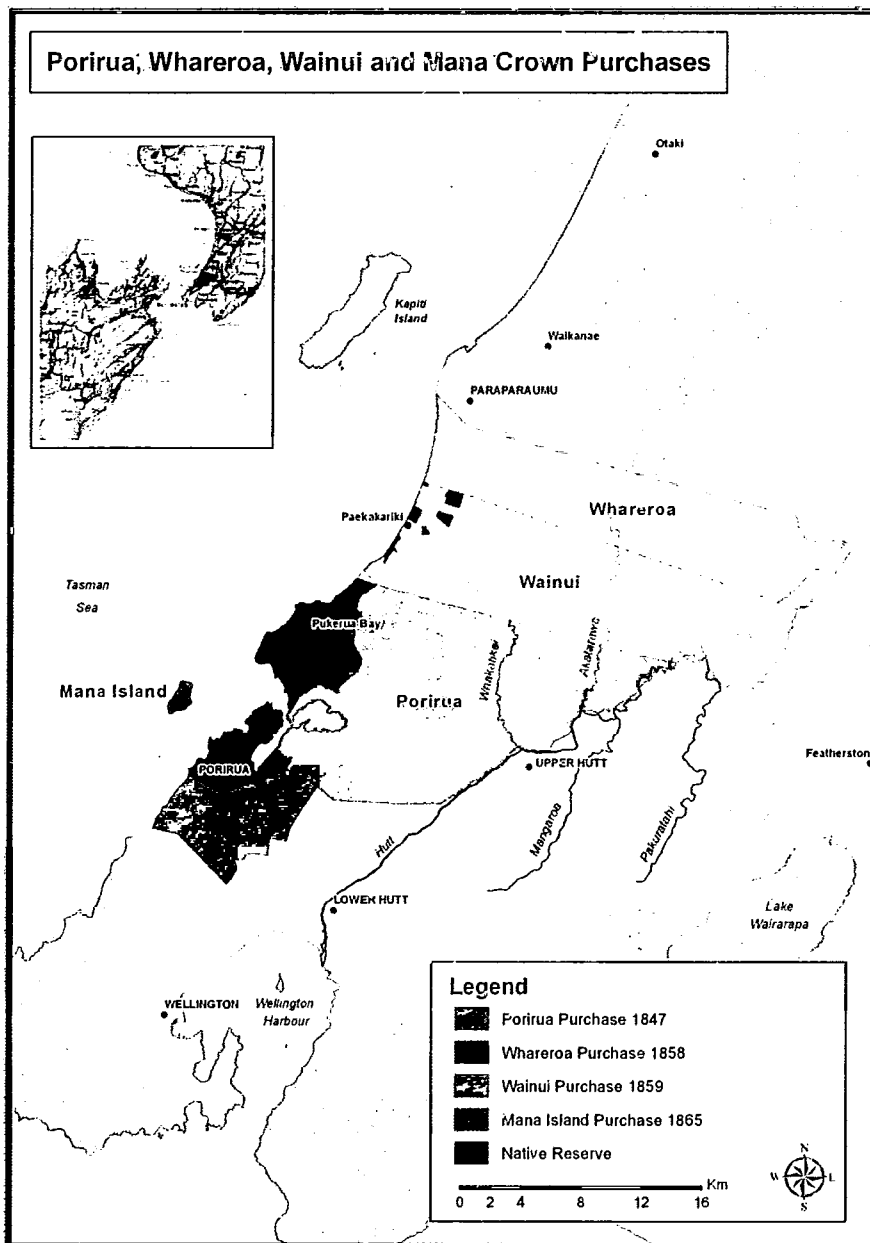
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- 2.88. In August 1853 Governor Grey, who was leaving New Zealand, attended a farewell hosted by Ngati Toa Rangatira at Porirua. At this hui Grey asked Ngati Toa Rangatira to sell all their remaining customary rights in Te Tau Ihu to the Crown. Ngati Toa Rangatira initially intended only to sell their interests in the west of Te Tau Ihu. However, after lengthy discussions with Governor Grey and Donald McLean, the Chief Land Purchase Commissioner, Ngati Toa Rangatira agreed to Grey's request.
- 2.89. On 10 August 1853 Ngati Toa Rangatira signed a deed that purported to transfer all remaining Maori land interests in Te Tau Ihu to the Crown. The deed provided for £5,000 purchase money of which £2,000 was paid to Ngati Toa Rangatira when the deed was signed. The remaining £3,000 was to be distributed among other iwi resident in Te Tau Ihu, named in the deed as conjoint owners of the land.
- 2.90. Ngati Toa Rangatira initially regarded the £5,000 being offered as low for such a large area. As an inducement to sign the deed Grey agreed that 26 Ngati Toa Rangatira claimants 'were also to have Two hundred acres each, out of the lands thus ceded...in such places as the Governor might set apart for this purpose'. It was also reported that some Ngati Toa Rangatira 'had great reluctance in ceding' the Te Hoiere (Pelorus) district. Grey offered fifteen of the Ngati Toa Rangatira chiefs with interests in Te Hoiere, scrip worth £50 which they could use to select freehold grants from Crown lands elsewhere in the Colony. Neither of these promises were recorded in the deed.
- 2.91. In December 1854 the Crown altered the terms by which the remaining payment was to be made for the Waipounamu purchase. A further £2,000 of the purchase money was paid to mainly Ngati Toa Rangatira chiefs at a hui in Wellington.
- 2.92. This transaction purchased the vast majority of the extensive reserve in the Wairau which was set aside by the 1847 Wairau deed. Under the Te Waipounamu purchase only two reserves were set aside in the Wairau – 960 acres at the Wairau and 2,161 acres at White's Bay (Pukatea). The reserve areas were therefore reduced in size by approximately 97 per cent, from about 117,000 acres to 3,000 acres, to be jointly occupied by Ngati Toa Rangatira and two other iwi resident in the Wairau. The reserves were found to be largely inadequate for agricultural development. The Wairau reserve contained only 50 acres suitable for cultivation and the remainder was swamp land prone to flooding. The Pukatea reserve was mostly steep land and generally unfit for cultivation. In 1899 the Native Land Court partitioned Pukatea into three blocks. Ngati Toa were awarded interests in Pukatea 2 (1,470 acres) and a one third interest in Pukatea 3, a small fishing reserve. Pukatea was leased for much of its history, but provided only a small return for its many owners. In the 1950s, the Crown purchased almost the entire Pukatea reserve for recreational purposes.
- 2.93. The 200-acre blocks promised to 26 Ngati Toa Rangatira chiefs in 1853 were never allocated. In 1878 Ngati Toa Rangatira agreed to a Government proposal to accept a monetary equivalent to the value of the lands when the awards were made. Parliament voted £5,200 in lieu of the 200-acre blocks. At this time only five of the original chiefs survived and in May 1880 Ngati Toa Rangatira leaders asked the Government to give them the money to distribute. The Government declined and instead placed the money into a trust administered by the Public Trustee, with the income going to the original recipients or their descendants. The resulting income rewarded was assessed on the 1850s value of the reserves of only £1 per acre and not adjusted for rising land prices. Eight Ngati Toa Rangatira chiefs used their £50 scrip to purchase land in Nelson province.
- 2.94. It is Ngati Toa Rangatira tradition that the iwi was never fully compensated for their remaining interests in Te Waipounamu.

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Other Crown purchases

2.95. The Crown purchased further areas of land from Ngati Toa Rangatira in the course of the nineteenth century. These included 34,000 acres known as Whareroa, in the Waikanae district, situated between the Whareroa Stream to the south and Te Uruhi to the north. The purchase was finalised in 1858 for £800. Reserves of 250 acres were created. Wainui, an area of 30,000 acres to the south of the Whareroa block, was purchased in 1859. The price was £850 and reserves of 787 acres were created. The boundary began on the coast, at a place called Te Ana-a-Hau, then north to Paekakariki and on to the north boundary, the mouth of the Whareroa River. The small Papakowhai block, at Porirua, was purchased in 1862 for £210. Mana Island, 525 acres, was purchased in 1865 for £300.



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Ngati Toa Rangatira landholdings after Crown purchases

- 2.96. By about 1860 most of Ngati Toa Rangatira's landholdings had been alienated by Crown purchase, leaving only the reserves within the Wairau and Porirua blocks, and a few remaining areas of land outside these areas in Maori customary title (for example Kapiti Island).
- 2.97. Over the next one hundred years most of Ngati Toa Rangatira's remaining landholdings were alienated as a result of further Crown purchases, private purchases, and public works takings.

The Alienation of the Porirua Reserves

- 2.98. Three blocks of land; at Porirua, on the Whitireia peninsula, and to the north, between Paremata and Paekakariki, were set aside as reserves for Ngati Toa from the Crown's 1847 Porirua purchase. From the 1850s Ngati Toa Rangatira informally leased Porirua reserves to European farmers. These arrangements were formalised during the 1860s when several thousand acres was placed, with the agreement of Ngati Toa Rangatira, under the administration of the Crown under the Native Reserves Acts of 1856 and 1862. Crown administration of the reserves produced an income for the Ngati Toa Rangatira owners but they had no control over the way in which the land was used or the way in which the income from the lands was obtained or expended. In 1875, Wi Parata and Ngahuka Tungia of Ngati Toa Rangatira were successful in having one Porirua reserve returned to them after they argued that they had 'not understood the effect of their act' when handing the land over to the Crown.
- 2.99. The Native Land Court investigated the ownership of most Porirua reserves during the 1870s and 1880s. The Crown established the Native Land Court to determine the owners of Maori land 'according to native custom' and convert customary title into title derived from the Crown. Customary tenure accommodated complex and fluid land uses and relationships with the land but the new land laws required those rights to be defined and fixed, and did not necessarily accommodate all those with an interest in the land. Land rights under customary tenure were generally communal but the new land laws gave rights to individuals. The Crown expected this land title reform would lead Maori to abandon their traditional tribal and communal ways of holding land. The Native Lands Act 1862 waived the Crown's right of pre-emption, giving Maori the right to sell or lease their land directly to European settlers.
- 2.100. Over time most of the Porirua blocks were partitioned into a number of subsections and individual interests identified and apportioned. Some subdivisions were awarded to a single individual or a small number of owners. In most cases titles awarded by the Court were made inalienable, except with the consent of the Governor, by sale, mortgage, or lease longer than 21 years.
- 2.101. Between 1880 and 1920 the majority of the Porirua reserves were sold by their Ngati Toa Rangatira owners to a small number of European farmers once restrictions on alienation were lifted. Before 1888 restrictions were lifted by the Governor and after 1888 by the Native Land Court. Evidence suggests that the Governor or Native Land Court approved most applications by owners for the removal of alienation restrictions and that sale took place soon afterwards. There is often little or no evidence about the reasons for these sales.
- 2.102. The northern Porirua reserves were among the first to be sold. In 1883, Taupo No.1 (2,561 acres) was sold in order to pay the debts of owners who had died. By 1887 Haukopua East (818 acres), to the north of Taupo 1, was sold.

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- 2.103. On the southern side of Porirua harbour most of Aotea 1 and 5, Koangaamu, Komangarautawhiri, and Onepoto were sold by 1910. Waiere 1 was alienated over a period between 1893 and 1899 as a private purchaser acquired the individual interests of each of the 14 owners. Between 1895 and 1897 the eight subdivisions of the Motuhara reserve on the northern shore of Porirua Harbour were sold to the Wellington and Manawatu Railway Company.
- 2.104. The Native Land Act 1909 removed all alienation restrictions on land titles awarded by the Native Land Court and provided for district Maori Land Boards to approve sales of Maori land. The Act introduced a range of checks which were supposed to ensure the validity of sales and that no sales would result in landlessness. Between 1910 and 1920 most of the Kahotea and Wairere 2 blocks, totalling approximately 500 acres, were sold following partition hearings in the Native Land Court and approval by the Aotea Maori Land Board.
- 2.105. Most of the Kenepuru reserve, located at the centre of the present day Porirua central business district, was purchased by the Crown. Between 1917 and 1921 the Crown prohibited private land dealings over several Kenepuru subdivisions while it sought their acquisition. In 1921 the Crown took 88 acres of Kenepuru, under the Public Works Act 1908, for the Porirua Mental Hospital.
- 2.106. By 1920 only a small area of the southern Porirua reserves remained in Ngati Toa Rangatira ownership. Today the main area of former reserve land remaining in Ngati Toa Rangatira ownership, outside of Takapuwhia, is located at Hongoeka, on the northern side of Porirua Harbour.

Plimmerton and Taupo No. 2 Block

- 2.107. The Taupo Block at Plimmerton was formerly the site of a large pa belonging to Te Rauparaha in the 1840s. It was the site from which Te Rauparaha and four other Ngati Toa Rangatira chiefs, including Te Kanae and Hohepa Tamaihengia, were taken prisoner on 23 July 1846. The Taupo block was part of one of the reserves created for Ngati Toa Rangatira from the 1847 Porirua purchase.
- 2.108. In 1874 Matene te Whiwhi and Tamihana Te Rauparaha brought the Taupo block before the Native Land Court to investigate its ownership. A certificate of title was issued in August 1875. In 1881 the Native Land Court subdivided the land into four blocks. Taupo No. 2 was made 'absolutely inalienable' and designated as a 'burial place for the Ngatitua tribe'. Wi Parata was appointed as the sole trustee. The land had been used as an urupa since the 1840s and, among many others, was the burial site of the Ngati Toa Rangatira chief Te Hiko, and Miriama Te Wainokenoke, wife of the tohunga Nohorua.
- 2.109. The Native Reserves Act Amendment Act 1896 vested Taupo No. 2 in the Public Trustee as a Native reserve. The preamble to the Act stated that because only part of the land had been utilised as an urupa and 'the surviving members of that tribe are few in number' it was deemed 'expedient' that the land be utilised for other purposes. Under the Act one acre of the land was set aside for a burial ground. The rest was to be leased for a term not exceeding forty two years. The Public Trustee used rental proceeds to disinter and remove all the koiwi (skeletal remains) from the leased land and re-interred them in the one acre burial ground.
- 2.110. By transferring the trust from Wi Parata to the Public Trustee, the 1896 Act further reduced the amount of land remaining in Ngati Toa Rangatira control.

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- 2.111. Between 1896 and 1906 the Public Trustee managed the reserve with apparently little consultation with Ngati Toa Rangatira. In this time several parties approached the Trustee interested in acquiring some of the reserve land, including the Education Board for a school site, but nothing eventuated from these requests.
- 2.112. In 1906, the Crown took Taupo No. 2 Block as a scenic and historic reserve under the Scenery Preservation Act 1903. This made the reserve Crown land. However, the block was returned to the Public Trustee in 1908, under the terms of the 1896 Act, following the passing of the Taupo No. 2 Block Act 1908. The Trustee proposed to subdivide and lease the land. In 1911 the Native Land Court determined that there were 48 beneficial owners in the block. The Public Trustee began leasing sections on Taupo No. 2 in 1913.
- 2.113. In 1913 Heni te Rei, a beneficial owner of the block, petitioned parliament for the return of Taupo No. 2 from the Public Trustee to the owners. The Native Affairs Committee, however, had no recommendation to make on the petition.
- 2.114. In 1922 a local Member of Parliament proposed that land in the reserve be taken for public shelter sheds, a recreation ground, conveniences and a public hall. This proposal required approximately three-quarters of the one acre burial ground, including the entire flat portion, and two adjacent sections leased by the Trustee.
- 2.115. On 14 November 1922 the Hutt County Council gave notice of its intention through the Public Works Act 1908 and the Counties Act 1908 to take the land in the burial reserve. The land was finally taken in 1924 under the Public Reserves and Domains Act 1908. The Ngati Toa Rangatira beneficial owners were paid £840 compensation.
- 2.116. As a consequence of the taking in 1924, all koiwi were now located on a small steep site which had been set aside. It was approximately one-tenth of the size of the original one acre burial reserve. Miriama Thoms Ngapaki, the great grand-daughter of Miriama Te Wainokenoke, was the last person interred in the small area on top of the hill in September 1930.
- 2.117. By 1926 the public works taking, and the Crown's purchase of the balance of the reserve, had left approximately one-tenth of an acre of Taupō No. 2 in Ngati Toa Rangatira ownership. The small remaining burial ground was proclaimed as a Maori reservation for Ngati Toa Rangatira in 1974.

Takoto mai e kui ma, e koro ma, i te urunga te taka, te moenga, te whakaara hia

The Whitireia Block

- 2.118. The Whitireia block is located at the northern end of the Whitireia peninsula at the south head of Porirua harbour. The area is rich in archaeological sites and has been settled for several centuries. Whitireia was part of one of the reserves excluded from the Crown's 1847 Porirua purchase. In August 1848 eight individuals of Ngati Toa Rangatira, including Te Rauparaha, Tamihana Te Rauparaha, Matene Te Whiwhi, Hoani Te Okoro, Watarauhi Nohorua, Waitere, Wiremu Te Kanae and Rawiri Puaha gifted 500 acres of land at Whitireia to the Crown for the purpose of establishing a college.
- 2.119. On 8 December 1850 the Crown granted the land to George Augustus Selwyn, Bishop of New Zealand, for the purpose of a school at Porirua. A Trust was set up and the land then conveyed to the Trustees by deed in 1858. The first Whitireia Trustees were

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the Bishop of Wellington, Octavius Hadfield (at that time Archdeacon of Kapiti), Henry St Hill and Stephen Carkeek.

- 2.120. No school or college was ever built at Whitireia. In 1875 Wi Parata raised this matter before a select committee of the Legislative Council and in 1876 Wi Parata and others petitioned for the return of the land. The Native Affairs Committee reported that it was not prepared to recommend that a school should be established at Whitireia or that the land should be returned to Ngati Toa Rangatira. In 1877 Wi Parata unsuccessfully pursued the issue before the Supreme Court. The Court held that the grant had extinguished native title and that 'in law the Crown is to be regarded as the donor and not the Ngatitōa tribe'.
- 2.121. In 1896 Heni Te Whiwhi (Matene Te Whiwhi's daughter) and 13 others again petitioned parliament seeking the return of Whitireia. The Native Affairs Committee was sympathetic and recommended that the grant be cancelled, the land be given the status of Maori customary land and returned to the donors or their successors, 'along with all the rents accrued thereon'.
- 2.122. The Crown took no action with respect to the Select Committee recommendations. But it is possible the Committee's 1896 Report led the Trustees to take action. In 1899 the Church sought the Supreme Court's approval to use the Whitireia Trust funds, now totalling £6,480 to fund scholarships to Church of England schools elsewhere. The Crown, in a series of Court cases, opposed the scheme arguing that if the Trust had failed the land should revert back to the Crown. The case eventually reached the Privy Council who ruled in favour of the Church. Although Ngati Toa Rangatira took no part in these cases they continued to argue that as no college had been built the land should be returned to the iwi.
- 2.123. In 1902 Hohepa Wi Neera argued before the Court of Appeal that the Native Title at Whitireia had not been extinguished at all. The Court ruled that the 1877 decision by the Supreme Court was correct and it had to treat the Crown grant as amounting to a valid extinguishment of the customary title.
- 2.124. By 1905 the land was still leased as a farm and was worth between £4,000 to £5,000. The land was let at a rental of £200 per annum but it was earning considerably more than the rent from investments (£472).
- 2.125. In 1905 another inquiry took place into the various educational trust grants. This was a Royal Commission on the Porirua, Otaki, Waikato, Kaikokirikiri and Motueka School Trusts. Those who gave evidence to the Commission included Wi Parata, Raiha Puaha, Tatana Whataupoko, and Heni Te Whiwhi of Ngati Toa Rangatira, and supported by several Members of Parliament.
- 2.126. The Commission found that the original Whitireia Trust had not been carried out. It also found that the scheme for the Trust money approved by the Supreme Court and the Privy Council did not give effect to the Trust. The Commissioners concluded that the Whitireia and Otaki Trusts should be combined. The Commissioners also recommended that the Anglican Church continue to appoint the new Trustees.
- 2.127. The 1907 Otaki and Porirua Empowering Act implemented the findings of the Royal Commission. Under the Act the Porirua and Otaki Trust properties were amalgamated and a new Porirua College Trust Board established. The trustees were empowered to sell vested land with the consent of the General Synod and Governor-in-Council.

2. HISTORICAL ACCOUNT

- 2.128. The Otaki school, with a boarding hostel, was then built on a 20-acre site at Te Rauparaha street, Otaki. In 1924 the Porirua College Trustees sold 25 acres of land at Whitireia and in 1935 a further 100 acres at Whitireia were sold to the New Zealand Broadcasting Board. The Otaki school was not successful and was forced to close in 1939.
- 2.129. In 1943 the Otaki and Porirua Trusts Act was passed. The Porirua College Trust Board was dissolved and replaced by the Otaki and Porirua College Trust Board. At least one of the Trustees had to be Ngati Toa Rangatira. The Board was empowered to sell land with the consent of the Minister and with the prior consent of the Native Land Court. The Court was to ascertain, as far as it was practical to do so, the wishes of the tribe or hapu concerned before making its decision.
- 2.130. In 1946 the membership of the Board was expanded from eight members to ten. One of the five members chosen by the Board had to be a member of one of three local iwi, one of which was Ngati Toa Rangatira. The Board remained empowered to sell the lands vested in it - including Whitireia - at any time, but the prior consent of the Raukawa Marae Trustees, rather than the Native Land Court, was now required.
- 2.131. In December 1973, following various public works takings and earlier sales, the remaining portion of Whitireia (283 acres) was sold to the Crown for the purpose of a public reserve. As a condition of sale land at Onehunga Bay was 'to be set aside and permanently preserved in such a way as will protect the historical associations of this area with the Ngatitua tribe'. To date the land has not been set aside. Whitireia remains in Crown ownership under the administration of the Department of Conservation.

Kapiti Island

- 2.132. During the 1840s the Ngati Toa Rangatira population on Kapiti Island declined. Many Ngati Toa Rangatira who temporarily evacuated the island to escape a flu pandemic around 1840 did not return. By the mid-1840s most of the remaining Ngati Toa Rangatira on the island left for the mainland 'to be near the churches'. By 1850 everyone had left.
- 2.133. In 1852 Ngati Toa Rangatira declined an offer of £5,000 from George Grey for the entire island. From 1850 until the 1870s, Ngati Toa Rangatira leased Kapiti Island rather than occupying it. However, in the 1870s Wi Parata, a major landowner on Kapiti Island, built a small corrugated iron house on the island. There was at that time also a small whare at Rangatira Point used by 'fishing parties of natives'. In 1876 a private purchaser offered Ngati Toa Rangatira, through Wi Parata, £8,000 for the island. Again the offer was declined.
- 2.134. The Native Land Court investigated title to Kapiti in 1874. Almost all those admitted by the Native Land Court to the ownership of Kapiti were members of Ngati Toa Rangatira. The island was subdivided into five blocks. Subsequent hearings between 1882 and 1895 saw the land further subdivided into smaller blocks.
- 2.135. Kapiti Island continued to be leased by its Maori owners to Europeans following its title determination. By 1897, Europeans leased approximately 86 per cent of the island and owned 642 acres.
- 2.136. During the late nineteenth century growing concern over declining numbers of indigenous birds led the Liberal Government to set aside several islands as bird sanctuaries. In 1895 Kapiti Island was promoted as a potential bird sanctuary. Crown

2. HISTORICAL ACCOUNT

acquisition of Kapiti was initiated in 1897 when the Kapiti Island Public Reserve Bill was enacted. The purpose of the Act was to ultimately transfer Kapiti Island into Crown ownership and offer compensation to the Maori owners. At the time of drafting Ngati Toa Rangatira owners strongly voiced their opposition to the bill and a petition signed by twelve major landholders was presented to the Government.

- 2.137. Despite Ngati Toa Rangatira protest the bill was passed. The Kapiti Island Public Reserve Act prevented private land dealings while the Crown sought to acquire title to the island. It became illegal for land owners on Kapiti to lease or sell their land to anyone other than the Crown. All land held by anyone other than the 'original Native owners' or their successors, 725 acres in total, was immediately vested in the Crown and the owners compensated. This also meant the Maori owners immediately lost any income they had been receiving from leases to Europeans. Maori landowners retained ownership but no longer had the power to sell or lease except to the Crown. The main options now open to owners were to leave the land idle, attempt to utilise it themselves, or lease or sell to the Crown.
- 2.138. By 1904, as a result of compulsory vesting under the 1897 Act and subsequent purchasing of individual interests, the Crown had acquired 2,998 acres of Kapiti Island. Purchase of an additional 370 acres had been deferred for the time being. The Crown had acquired all of Te Mingi and Kaiwharawhara blocks as well as portions of Maraetakaroro, Rangatira and Waiorua. Six blocks (1,621 acres) still remained in Maori ownership.
- 2.139. By 1911 the Crown had increased its landholding to 3,778 acres. The purchase of two areas, totalling 124 acres, was still being negotiated. Maori retained ownership of 1,211 acres. The vast majority of this remaining land was at the north of the island in the Waiorua Kapiti No. 5 block. At this time, due to the death of Wi Parata in 1906, the largest landowner on Kapiti was Hemi Matenga. Wi Parata's interests had been divided amongst his five adult children. When Hemi Matenga died without issue in 1912 his interests also passed to Wi Parata's children, Matenga's nieces and nephews.
- 2.140. From 1909 Utauta Webber, Wi Parata's daughter, lived and farmed with her family at Waiorua. They saw it as important to have a presence on the Island in order to maintain their interests. She remained on the island until the late 1930s and continued to visit it during the early 1940s making an effort to run the farm with the help of casual labour. After the war, in 1946, one of her sons moved back to the island in an attempt to revive the family farm.
- 2.141. By the 1950s the Webber farm had fallen into disrepair. The Crown purchased most of it over a ten year period. In return the five owners received a share in a 30-acre block on the shores of Waiorua Bay, a one and three quarter acre interest in Motungarara, and a small cash payment.
- 2.142. By the beginning of the 1960s, three blocks were now left in Maori ownership: the 30-acre Webber block; Waiorua 5A2 (two acres with 45 owners) and Rangatira 4B2 (three acres with 15 owners).
- 2.143. In 1965 the Crown compulsorily purchased Rangatira 4B2 and in 1967 the Crown bought Waiorua 5A2. This left the 30-acre Webber block on the beachfront. There was continuing disunity amongst the owners as to what to do with this land. The partition and allocation of individual titles, although part of the negotiated arrangements with the Crown in the 1950s, had never happened. In 1989 several owners applied to the Maori Land Court for a partition but this was rejected. The judgement emphasised the cultural importance of the land.

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- 2.144. In 1987 the management of Kapiti Island was transferred to the Department of Conservation.
- 2.145. Ngati Toa Rangatira feel that the Kapiti Island Public Reserve Act 1897 made retaining land on Kapiti increasingly difficult. Between 1897 and 1911 the Crown purchased the majority of the remaining Ngati Toa Rangatira interests on Kapiti Island. By the end of the twentieth century only 13 hectares of Kapiti Island remained in Maori ownership.

Socio-economic consequences

- 2.146. At 1840 Ngati Toa Rangatira were a trans-Cook Strait iwi. Their settlements in the North and South Islands were predominately coastal. The explorer and naturalist Ernst Dieffenbach estimated a Maori population in Te Tau Ihu of 1,500 in 1840. Several hundred people were recorded as 'Ngati Toa'. Another 320 'Ngati Toa' were recorded at Kapiti, Porirua and Mana.
- 2.147. Like Maori communities elsewhere in New Zealand, the Maori population in Te Tau Ihu declined steeply during the first half of the nineteenth century. This was partly the result of European introduced epidemic diseases, such as measles, influenza, whooping cough, typhoid, scarlet fever and mumps. In 1875 an epidemic of 'low fever' (probably typhoid fever) swept through the Maori communities at Pelorus and Queen Charlotte Sound. Tuberculosis remained a scourge until the mid-twentieth century.
- 2.148. There was also considerable out-migration of Maori from Te Tau Ihu over the nineteenth century. Following the clash between Ngati Toa Rangatira and Pakeha settlers at the Wairau in 1843 Ngati Toa Rangatira temporarily withdrew from the northern South Island. Many of those who left did not return due to fear of Crown retaliation. The chief protector of aborigines reported in 1843 that 'the Ngati Toa tribe have left for a time their possessions in [the South Island]' and 'intend to remain at Porirua until they are satisfied it will be safe for them to return to the district'. In 1847 there were about 40 Ngati Toa Rangatira at Cloudy Bay.
- 2.149. The Crown's construction of a military base at Paremata and a road across the Wellington isthmus to Porirua in 1846 helped end the former isolation of Ngati Toa Rangatira from Crown influence. Following the Crown's 1847 Wairau and Porirua purchases Ngati Toa Rangatira settlement was increasingly confined to the reserves created for them at the Wairau and Porirua.
- 2.150. Takapuwhia on the Porirua Harbour became the main focus of Ngati Toa Rangatira settlement from the mid-1840 onwards. The development of this settlement was also encouraged by the increase in traffic of Europeans through the Porirua area to and from Wellington. By 1850 Takapuwhia was a substantial village with about 50 buildings and two churches. The 1878 census shows that the largest community of Ngati Toa Rangatira was at Porirua (60), but they were also recorded at Waikanae (34) and Wainui (6) in the North Island, and at the Wairau and Pelorus Sound in Te Tau Ihu.

Takapuwhia: Housing and Development in the 20th century

- 2.151. The Takapuwhia Pa (and then settlement or township) has been an important Ngati Toa Rangatira settlement since the 1840s. In the twentieth century the Takapuwhia community faced many challenges including Crown pressure to take their land for housing of the general population and the provision of utilities such as roading, water and sewerage to the pa.

2. HISTORICAL ACCOUNT

- 2.152. In the 1940s the Crown began to develop state housing at Takapuwahia. This was part of a major programme of housing construction throughout the Tawa Flat - Porirua - Titahi Bay areas. In 1945 The Department of Building and Housing proposed to take an extensive area of land, including some Ngati Toa Rangatira land, under the Public Works Act. The Native Department considered that because there was only limited Maori land in the district the proposed taking would have 'a far reaching effect on the future welfare of the Maoris themselves'.
- 2.153. In March 1946 the Crown notified its intention to compulsorily acquire a number of rural Takapuwahia blocks. In May 1946 the Crown held a meeting with the owners to discuss the proposed taking. The owners were advised that the Native Department would set aside, under its administration, a block of 100-200 acres behind the Marae. Owners who received compensation would have the right to acquire freehold sections in this block, while Takapuwahia residents could rent state houses built there. In 1948 the Crown compulsorily acquired 384 acres and by December 1949 all owners of the affected blocks had received compensation.
- 2.154. In 1952 the Crown identified a further area to the southwest of Takapuwahia pa as suitable for subdivision and housing development. Evidence suggests Ngati Toa Rangatira owners were given the understanding that the land would be acquired for Maori housing development with some reserved for Ngati Toa Rangatira. However by 1955 the Crown had decided to use the land for general population housing and intended to set aside 125 sections, spread throughout the residential areas of the Porirua Basin, for 'deserving Maoris'. They were not required to be Ngati Toa Rangatira but rather they were for the broader community of Maori in the wider Wellington area. The Crown made no allowance for the land it took being a core part of Ngati Toa Rangatira's remaining lands.
- 2.155. Despite the development of housing around Takapuwahia, by the end of the 1950s the provision of amenities to the Takapuwahia settlement itself was still poor. In 1958 a Crown official reported that the location of Takapuwahia pa made it a very desirable place to live and the majority of houses, built with the assistance of the Department of Maori Affairs since 1946, were well maintained and looked after. However, the roads were only partially formed, the water supply was 'very poor' with only two or three houses connected, and there was no mains sewerage.
- 2.156. In 1959 the Minister of Maori Affairs instructed his department to join with the Ministry of Works in organising the taking of the land behind Takapuwahia pa. He also asked the Ministry of Works to ensure that as soon as the proclamation was issued to minimise the delay in the owners getting their money and to ensure that its officers planned the services so as to give the Pa 'all the benefits that can reasonably be given as an incident of the development'. In 1960, the Crown took the land at Takapuwahia, totalling 155 acres, under the Public Works Act.
- 2.157. Today Ngati Toa Rangatira whanau are pursuing the return of some of the land taken for state housing at Takapuwahia under section 40 of the Public Works Act.

Environmental Issues: Porirua Harbour

- 2.158. The lands, and in particular the harbours and waterways, within the Ngati Toa Rangatira rohe were adversely impacted by settlement and urban development. However, it is the Porirua and Pauatahanui harbours which are of utmost concern to Ngati Toa Rangatira, being that both are of great cultural and historical significance to Ngati Toa Rangatira, as well as being precious resources that support rich flora and fauna. The importance of the harbours to Ngati Toa Rangatira was amplified following

2. HISTORICAL ACCOUNT

the large scale land purchases during the nineteenth century and with Takapuwhia becoming the focus of Ngati Toa settlement.

- 2.159. According to iwi tradition Te Rauparaha and Ngati Toa Rangatira valued Porirua Harbour specifically because it was the richest harbour for kaimoana and related resources that could be found south of Kawhia. The pipi, pupu, kina, paua, mussels, oysters and other species of fish and seafood sustained the people of Ngati Toa Rangatira.
- 2.160. In 1883 Ngati Toa Rangatira obtained an order in their favour from the Native Land Court granting the iwi a 'right of fishery' below high water mark on the Porirua Foreshore (Parumoana). The Court found that Ngati Toa Rangatira had 'from time immemorial' collected shellfish from the foreshore and that the applicants were therefore 'entitled to an incorporeal hereditament' (a property right in the nature of a right to take or use something, but not a full freehold).
- 2.161. Up until the 1930s and 1940s Ngati Toa Rangatira people were still substantially dependent on the marine resources taken from the areas within their granted fisheries right. Ngati Toa Rangatira had definite demarked pipi beds and took fish, pipis, and pupus as food from the harbour, not only for day-to-day needs but also for social gatherings and events when considerable additional quantities were gathered.
- 2.162. In 1940 complaints were raised that pollution from a number of sources was entering and affecting the Porirua arm of the harbour. Residents of the area, some of whom were Ngati Toa Rangatira, had seen raw sewage cast up on the foreshore and at times had noticed discolouration of the harbour.
- 2.163. In May 1940 the Medical Officer of Health for the Wellington area reported on pollution of the harbour. The report concluded that although 40,000 to 60,000 gallons of untreated sewage entered the harbour per day, mainly from the Porirua Mental hospital, the location of the discharge point and the effects of tides, meant that the continuous flow of sewage appeared 'to be causing no nuisance and inconveniences no one'. The report found no evidence for the claims that the pollution was having an impact on the shellfish in the harbour.
- 2.164. By 1960 the Porirua arm of the harbour had been significantly affected by the impacts of water pollution, reclamation and various public works. In 1960 the Supreme Court ruled in *Re the Ninety Mile Beach*, (subsequently confirmed by the Court of Appeal), that the Maori Land Court could not issue title to land below the high tide mark unless authorised by special statute. The Crown subsequently treated Ngati Toa Rangatira's 1883 Native Land Court order as having been made without jurisdiction.
- 2.165. In 1960, following the Supreme Court decision, members of Ngati Toa Rangatira asked the Crown to set up a 'competent tribunal' to deal with Ngati Toa Rangatira interests in the Porirua harbour. This request was declined. Ngati Toa Rangatira also submitted a petition to Parliament claiming compensation for damage done to the harbour bed by pollution and reclamation. In evidence given to the Maori Affairs Select Committee members of Ngati Toa Rangatira told of the depletion of kaimoana and destruction of breeding grounds and beds. They also informed the Committee that over several years local doctors and health department officials had warned Ngati Toa Rangatira residents not to consume fish or shellfish from the harbour or swim in the waters. The loss of this former abundant resource was a devastating blow to Ngati Toa Rangatira who had always relied on the sea and waterways for sustenance. The Maori Affairs Committee, however, had no recommendation to make on the petition.

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2.166. Throughout much of the twentieth century the Crown has not included Ngati Toa Rangatira in any meaningful role in the management of the Porirua harbour or its resources. In a relatively powerless situation Ngati Toa Rangatira witnessed over time the degradation and destruction of the harbour. The discharge of human waste into the rivers and sea has caused great distress to Ngati Toa Rangatira for cultural, environmental and public health reasons, as has the discharge of industrial effluent into waterways. This has had an ongoing impact on Ngati Toa Rangatira's use of traditional resources such as food and the knowledge and practices associated with both the gathering and protection of those resources. Ngati Toa Rangatira now have a diminished ability to provide traditional manaakitanga to their manuhiri.

Conclusion

2.167. Following their migrations south from Kawhia in the 1820s Ngati Toa Rangatira had established a powerful position in the Cook Strait region. Their position was based on military victories and relationships with other tribal groups, and also on trade with Europeans.

2.168. In the decades after 1840 Ngati Toa Rangatira's power declined in the face of Crown military action and land purchasing. By 1863, as a result of the Wairau and Porirua transactions of 1847, Te Waipounamu purchase of 1853, the Whareroa purchase of 1858, and the Wainui purchase of 1859, the position of the iwi had been radically changed. Most of its lands had been acquired by the Crown.

2.169. During these decades there was a severe reduction of political and economic power and a substantial contraction of the iwi's former control over lands and resources. This loss of land and political marginalisation had a devastating effect on the iwi.

2.170. Today Ngati Toa Rangatira are virtually landless, without reserves or endowments.

3 ACKNOWLEDGEMENTS AND APOLOGY

ACKNOWLEDGEMENTS

- 3.1 The Crown acknowledges that it has failed to deal with the longstanding grievances of Ngati Toa Rangatira in an appropriate way and that recognition of these grievances is long overdue.
- 3.2 The Crown acknowledges that it failed to adequately protect the interests of Ngati Toa Rangatira during the process by which it acquired their interests in the Port Nicholson Block, and this was a breach of Te Tiriti o Waitangi / the Treaty of Waitangi and its principles.
- 3.3 The Crown acknowledges that the conflict between Ngati Toa Rangatira and European settlers at Tuamarina Stream in June 1843 had a detrimental effect on the relationship between Ngati Toa Rangatira and the Crown and was part of the context of the Crown's Wairau purchase from Ngati Toa Rangatira in 1847.
- 3.4 The Crown acknowledges that:
 - 3.4.1 Te Rauparaha took no direct part in the fighting between Maori and Crown troops in the Hutt Valley prior to his capture by the Crown in July 1846; and
 - 3.4.2 its detention of Te Rauparaha for 18 months without trial in 1846-48 assumed the character of indefinite detention without trial and was a breach of Te Tiriti o Waitangi / the Treaty of Waitangi and its principles.
- 3.5 The Crown acknowledges that in 1846 and 1847 it undermined the power and influence of the key Ngati Toa Rangatira leaders, Te Rauparaha and Te Rangihaeata, by seizing and detaining Te Rauparaha, and pressuring other Ngati Toa Rangatira leaders to agree to the Wairau and Porirua deeds in the absence of Te Rauparaha and Te Rangihaeata. The Crown acknowledges that this was a breach of Te Tiriti o Waitangi / the Treaty of Waitangi and its principles.
- 3.6 The Crown acknowledges that it failed to adequately protect the interests of Ngati Toa Rangatira and breached Te Tiriti o Waitangi / the Treaty of Waitangi and its principles when:
 - 3.6.1 it failed to ensure sufficient, suitable reserve lands were maintained for the future use and benefit of Ngati Toa Rangatira when the Crown purchased a large amount of land from Ngati Toa Rangatira between 1844 and 1865; and
 - 3.6.2 it did not establish timely processes to ensure that Ngati Toa Rangatira obtained an interest in those reserves in the Wellington and Nelson areas that later became known as "tenths" reserves.
- 3.7 The Crown acknowledges that the operation and impact of the native land laws on the remaining lands of Ngati Toa Rangatira, in particular the awarding of land to individual Ngati Toa Rangatira rather than to iwi or hapu, made those lands more susceptible to partition, fragmentation and alienation. This contributed to the further erosion of the traditional tribal structures of Ngati Toa Rangatira. The Crown failed to take adequate

3: ACKNOWLEDGEMENTS AND APOLOGY

steps to protect those structures and this was a breach of Te Tiriti o Waitangi / the Treaty of Waitangi and its principles.

- 3.8 The Crown acknowledges that:
- 3.8.1 the Taupo block was originally reserved for Ngati Toa Rangatira from the Crown's Porirua purchase in 1847;
 - 3.8.2 despite the Native Land Court ordering in 1881 that a Ngati Toa Rangatira urupa on the Taupo No. 2 block be made "absolutely inalienable" the Crown allowed the urupa to be reduced to one acre in 1896;
 - 3.8.3 in the 1920s it was reduced to approximately one tenth of an acre to make the block available for leasing and development; and
 - 3.8.4 these actions led to koiwi being reinterred in common graves.
- 3.9 The Crown acknowledges that in 1848 Ngati Toa Rangatira gifted 500 acres of land at Whitireia to the Crown to establish a college. The Crown further acknowledges that Ngati Toa Rangatira sought to regain the land when a college was not constructed, but were unsuccessful in doing so, and that this has remained a significant grievance for Ngati Toa Rangatira to today. The Crown continues to own this land.
- 3.10 The Crown acknowledges that:
- 3.10.1 at 1895 Kapiti Island was one of the last remaining areas of Ngati Toa Rangatira land;
 - 3.10.2 Ngati Toa Rangatira strongly objected to legislation promoted by the Crown to acquire Kapiti Island for a nature reserve;
 - 3.10.3 the Kapiti Island Public Reserve Act 1897 gave the Crown a monopoly over purchasing land on Kapiti Island; and
 - 3.10.4 between 1897 and 1911 the Crown purchased the individual interests of the majority of the Ngati Toa Rangatira owners of Kapiti Island.
- The Crown acknowledges that the loss of ownership of Kapiti Island has remained a source of grievance and sorrow for Ngati Toa Rangatira.
- 3.11 The Crown acknowledges that during the twentieth century it significantly reduced the lands remaining in Ngati Toa Rangatira ownership for their present and future needs by compulsorily acquiring several hundred acres of land at and around their core settlement at Takapuwahia for housing and public works purposes. The Crown further acknowledges that this land has contributed to the development of the wider Porirua region.
- 3.12 The Crown acknowledges that the cumulative effect of successive Crown purchases of Ngati Toa Rangatira land and the Crown's failure to provide sufficient reserves left Ngati Toa Rangatira virtually landless. The Crown's failure to ensure that Ngati Toa Rangatira retained sufficient land for their present and future needs was a breach of Te Tiriti o Waitangi / the Treaty of Waitangi and its principles.
- 3.13 The Crown acknowledges that pollution, reclamation and public works have had a damaging impact on the shellfish and other kai moana resources in the Porirua

3: ACKNOWLEDGEMENTS AND APOLOGY

Harbour, and that the loss of this formerly abundant resource has adversely affected the cultural and spiritual well-being of Ngati Toa Rangatira.

APOLOGY

- 3.14 The Crown recognises that a number of Ngati Toa Rangatira, including Te Rauparaha and Te Rangihaeata, signed Te Tiriti o Waitangi / the Treaty of Waitangi in 1840. The Crown profoundly regrets that it has not always lived up to its obligations to Ngati Toa Rangatira under Te Tiriti o Waitangi / the Treaty of Waitangi. Accordingly the Crown makes this apology to Ngati Toa Rangatira, to their ancestors, and to their descendants.
- 3.15 The Crown unreservedly apologises for the breaches of Te Tiriti o Waitangi / the Treaty of Waitangi and its principles which have hurt and caused prejudice to Ngati Toa Rangatira. The Crown is deeply sorry for its actions that intentionally undermined the mana and rangatiratanga of leading Ngati Toa Rangatira chiefs. In particular the Crown apologises for its indefinite detention of Te Rauparaha, and deeply regrets that it has failed, until now, to acknowledge this injustice in an appropriate manner.
- 3.16 The Crown profoundly regrets and apologises for its actions that left Ngati Toa Rangatira with few landholdings by 1865, and its ongoing failure to protect their remaining landholdings, which has left Ngati Toa Rangatira virtually landless and unable to access customary resources and significant sites.
- 3.17 The Crown deeply regrets the cumulative effect of its actions and omissions which severely damaged Ngati Toa Rangatira social and traditional tribal structures, their autonomy and ability to exercise customary rights and responsibilities, their capacity for economic and social development and physical, cultural and spiritual well being.
- 3.18 With this apology and settlement the Crown seeks to atone for these wrongs, restore its tarnished honour and begin the process of healing. The Crown hopes that this apology and settlement will mark the beginning of a new, positive and enduring relationship with Ngati Toa Rangatira founded on mutual trust and co-operation and respect for Te Tiriti o Waitangi / the Treaty of Waitangi and its principles.

4 SETTLEMENT

ACKNOWLEDGEMENTS

- 4.1 Each party acknowledges that:
- 4.1.1 the Crown has to set limits on what and how much redress is available to settle historical claims;
 - 4.1.2 it is not possible:
 - (a) to assess the loss and prejudice suffered by Ngati Toa Rangatira as a result of the events on which the historical claims are or could be based; or
 - (b) to fully compensate Ngati Toa Rangatira for all loss and prejudice suffered;
 - 4.1.3 Ngati Toa Rangatira intends their foregoing of full compensation to contribute to New Zealand's development; and
 - 4.1.4 the settlement is intended to enhance the ongoing relationship between Ngati Toa Rangatira and the Crown (in terms of Te Tiriti o Waitangi, its principles, and otherwise).
- 4.2 Ngati Toa Rangatira acknowledge that, taking all matters into consideration (some of which are specified in clause 4.1), the settlement is fair and the best that can be achieved in the circumstances.
- 4.3 Each party acknowledges that, in negotiating this settlement, within the context of wider settlement policy including the need by the Crown to consider the rights and interests of others, the other parties have acted honourably and reasonably in relation to the settlement.

SETTLEMENT

- 4.4 Therefore, on and from the settlement date:
- 4.4.1 the historical claims are settled;
 - 4.4.2 the Crown is released and discharged from all obligations and liabilities in respect of the historical claims; and
 - 4.4.3 the settlement is final.
- 4.5 Except as provided in this deed or the settlement legislation, the parties' rights and obligations remain unaffected.
- 4.6 Without limiting clause 4.5, nothing in this deed or the settlement legislation will:
- 4.6.1 extinguish or limit any aboriginal title or customary right that Ngati Toa Rangatira may have; or

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- 4.6.2 constitute or imply an acknowledgement by the Crown that any aboriginal title, or customary right, exists; or
- 4.6.3 except as provided in this deed or the settlement legislation:
- (a) affect a right that Ngati Toa Rangatira may have, including a right arising:
 - (i) from Te Tiriti o Waitangi or its principles; or
 - (ii) under legislation; or
 - (iii) at common law (including in relation to aboriginal title or customary law); or
 - (iv) from a fiduciary duty; or
 - (v) otherwise; or
 - (b) be intended to affect any action or decision under the deed of settlement between Maori and the Crown dated 23 September 1992 in relation to Maori fishing claims; or
 - (c) affect any action or decision under any legislation and, in particular, under legislation giving effect to the deed of settlement referred to in clause 4.6.3(b), including:
 - (i) the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992; or
 - (ii) the Fisheries Act 1996; or
 - (iii) the Maori Fisheries Act 2004; or
 - (iv) the Maori Commercial Aquaculture Claims Settlement Act 2004.
- 4.7 Clause 4.6 does not limit clause 4.4.

REDRESS

- 4.8 The redress, to be provided in settlement of the historical claims:
- 4.8.1 is intended to benefit Ngati Toa Rangatira collectively; but
 - 4.8.2 may benefit particular members, or particular groups of members, of Ngati Toa Rangatira if the governance entity so determines in accordance with the governance entity's procedures.

IMPLEMENTATION

- 4.9 The settlement legislation will, on the terms provided by sections 16 to 23 of the draft settlement bill:
- 4.9.1 settle the historical claims;
 - 4.9.2 exclude the jurisdiction of any court, tribunal, or other judicial body in relation to the historical claims and the settlement;

4: SETTLEMENT

- 4.9.3 provide that the legislation referred to in section 18 of the draft settlement bill does not apply:
- (a) to a settlement property in the Wellington Land District;
 - (b) to land in the Nelson Land District or Marlborough Land District; or
 - (c) for the benefit of Ngati Toa Rangatira or a representative entity;
- 4.9.4 require any resumptive memorials to be removed from the computer registers for:
- (a) land in the Nelson Land District or Marlborough Land District; and
 - (b) each allotment that is all or part of a settlement property in the Wellington Land District;
- 4.9.5 provide that clauses 4.9.3 and 4.9.4 do not apply to:
- (a) a deferred selection property except where:
 - (i) the governance entity elects to purchase the property under paragraph 4.5 of the property redress schedule; and
 - (ii) the beneficial ownership transfers to the governance entity under paragraphs 5.2 or 5.38 of the property redress schedule;
 - (b) a commercial property except where:
 - (i) the governance entity elects to purchase the property under paragraph 6.6 of the property redress schedule; and
 - (ii) the beneficial ownership transfers to the governance entity under paragraphs 5.2 or 5.38 of the property redress schedule;
 - (c) deferred selection RFR land except in the circumstances referred to in section 162 or 183 of the draft settlement bill;
- 4.9.6 provide that the rule against perpetuities and the Perpetuities Act 1964 does not:
- (a) apply to a settlement document; or
 - (b) prescribe or restrict the period during which:
 - (i) the trustee of the Toa Rangatira Trust, being the governance entity, may hold or deal with property;
 - (ii) the Toa Rangatira Trust may exist; and
- 4.9.7 require the Secretary for Justice to make copies of this deed publicly available.
- 4.10 Part 1 of the general matters schedule provides for other actions in relation to the settlement.

5 CULTURAL REDRESS

KAPITI ISLAND REDRESS

- 5.1 Kapiti Island is of immense significance to Ngati Toa Rangatira. Kapiti Island was, and is, a primary place of significance to Ngati Toa Rangatira for historical, political, economic, cultural and spiritual reasons. As a consequence the Crown provides the redress set out in clauses 5.2 to 5.17.

VESTING AND GIFT BACK OF THE KAPITI ISLAND NATURE RESERVE SITE

- 5.2 The settlement legislation will, on the terms provided by sections 118 to 120 of the draft settlement bill, provide that:

5.2.1 the governance entity will give written notice to the Minister of Conservation stating the date that the Kapiti Island Nature Reserve site is to vest in the governance entity under clause 5.2.3 (the **vesting date**);

5.2.2 the vesting date:

- (a) be no later than 31 December 2024; and
- (b) be not less than 40 business days after the date upon which the notice is given under clause 5.2.1;

5.2.3 on the date specified in the notice provided under clause 5.2.1 the fee simple estate in the Kapiti Island Nature Reserve site vests in the governance entity;

5.2.4 on the tenth day after the vesting date, the fee simple estate in the Kapiti Island Nature Reserve site vests in the Crown:

- (a) as a nature reserve;
- (b) as a gift from the governance entity to the Crown for the people of New Zealand; and
- (c) in recognition of the mana of Ngati Toa Rangatira;

5.2.5 despite the vestings under clauses 5.2.3 and 5.2.4 (the **vestings**):

- (a) the Kapiti Island Nature Reserve site remains a reserve under the Reserves Act 1977, and that Act continues to apply to the reserve, as if the vestings had not occurred;
- (b) any other enactment or any instrument that applied to the Kapiti Island Nature Reserve site immediately before the vesting date continues to apply to that site as if the vestings had not occurred;
- (c) every encumbrance that affected the Kapiti Island Nature Reserve site immediately before the vesting date continues to affect that site as if the vestings had not occurred;

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- (d) the Crown retains all liability for the Kapiti Island Nature Reserve site as if the vestings had not occurred; and
 - (e) the vestings are not affected by Part 4A of the Conservation Act 1987, section 11 and Part 10 of the Resource Management Act 1991, or any other enactment; and
- 5.2.6 to the extent that Nga Paihau applies to the Kapiti Island Nature Reserve site immediately before the vesting date, it continues to apply to the site as if the vestings had not occurred.

VESTING OF THE KAPITI ISLAND NORTH NATURE RESERVE SITE

- 5.3 In clauses 5.4 to 5.15 **conservation board** means the conservation board with jurisdiction over Kapiti Island (as shown on deed plan OTS-068-61).

Background

- 5.4 The parties:
- 5.4.1 have agreed that the fee simple estate in the Kapiti Island North Nature Reserve site will be vested in the governance entity subject to certain conditions; and
 - 5.4.2 acknowledge the importance of the Kapiti Island North Nature Reserve site and the Kapiti Island Nature Reserve site being managed in an integrated manner.
- 5.5 The Crown acknowledges the willingness of Ngati Toa Rangatira to allow the Crown to continue to manage the Kapiti Island North Nature Reserve site for conservation purposes.
- 5.6 In order to reflect the acknowledgements under clauses 5.4 and 5.5 and the respective interests of Ngati Toa Rangatira and the Crown, the participation of the Crown and Ngati Toa Rangatira in the ongoing management of the Kapiti Island North Nature Reserve site will be provided through:
- 5.6.1 the participation of Ngati Toa Rangatira and the Crown in a strategic advisory committee (as provided for in clause 5.12) (**strategic advisory committee**);
 - 5.6.2 the joint approval of a conservation management plan by the strategic advisory committee and the conservation board, with such plan to cover the management of both the Kapiti Island North Nature Reserve site and the Kapiti Island Nature Reserve site (as provided for in clause 5.15);
 - 5.6.3 the Kapiti Island North Nature Reserve site being held under the Reserves Act 1977, with the Department of Conservation being responsible for the administration, control and management of that reserve (as provided for in clause 5.7.6);
 - 5.6.4 the requirement that the Department of Conservation manage the Kapiti Island North Nature Reserve site and the Kapiti Island Nature Reserve site in accordance with the conservation management plan referred to in clause 5.15; and

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- 5.6.5 the Crown retaining an interest in the Kapiti Island North Nature Reserve site to ensure that the nature reserves on Kapiti Island can be managed in an integrated manner as a nature reserve over the long term, as provided for in clause 5.7.11.

Settlement legislation

- 5.7 The settlement legislation will, on the terms provided by sections 112 to 117 of the draft settlement bill, provide that:

5.7.1 the Kapiti Island North Nature Reserve site is declared a reserve and classified as a nature reserve subject to section 20 of the Reserves Act 1977;

5.7.2 the reserve created by clause 5.7.1 is named the Kapiti Island North Nature Reserve;

5.7.3 the fee simple estate in the Kapiti Island North Nature Reserve site vests in the governance entity on the settlement date, despite section 2 of the Kapiti Island Public Reserve Act 1897;

5.7.4 the governance entity holds the Kapiti Island North Nature Reserve site as if that site was held in accordance with section 26(2) of the Reserves Act 1977;

5.7.5 the Reserves Act 1977 continues to apply to the Kapiti Island North Nature Reserve site as if that site remained vested in the Crown;

5.7.6 the Crown, through the Department of Conservation, continues to administer, control and manage the Kapiti Island North Nature Reserve site;

5.7.7 the Crown must not grant a lease over any part of the Kapiti Island North Nature Reserve site;

5.7.8 a computer freehold register for the Kapiti Island North Nature Reserve site will be created in the name of governance entity;

5.7.9 any improvements in the Kapiti Island North Nature Reserve site do not vest in the governance entity;

5.7.10 the governance entity has no capacity to alienate, grant or create any legal or equitable right or interest in the Kapiti Island North Nature Reserve site, except, and despite section 2 of the Kapiti Island Public Reserve Act 1897:

(a) where a change of trustees is required to be registered on the computer freehold register; or

(b) where there is a change in the name of the registered owner on the computer freehold register from the governance entity to a tupuna under clause 5.7.13;

5.7.11 the Crown retains an interest in the Kapiti Island North Nature Reserve site as follows:

(a) if the governance entity no longer wishes to hold the Kapiti Island North Nature Reserve site, or part of it, for the purposes of a nature reserve,

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the governance entity will give written notice to the Minister of Conservation;

- (b) within 20 business days after receiving notice from the governance entity under clause 5.7.11(a), the Minister of Conservation will give notice in the *Gazette* that the Kapiti Island North Nature Reserve site, or the relevant part of it, is no longer vested in the governance entity and is vested in the Crown as a nature reserve; and
- (c) the Registrar-General of Land will take such action as is required to give effect to the *Gazette* notice referred to in clause 5.7.11(b);

5.7.12 in relation to the right of way easement created by a partition order made on 3 April 1963 (recorded in Otaki minute book volume 70 folio 52) and referred to in Maori Land Court order B444342.1:

- (a) that easement is cancelled;
- (b) the Registrar (as defined by section 4 of Te Ture Whenua Maori Act 1993) must note the cancellation of that easement; and
- (c) the Registrar-General of Land must remove any memorial relating to that easement from any relevant computer register;

5.7.13 the governance entity may, at any time while it is the registered proprietor of the Kapiti Island North Nature Reserve site, give written notice to the Registrar-General of Land stating that a tupuna is to become the registered proprietor of that site; and

5.7.14 where a tupuna becomes the registered proprietor of the Kapiti Island North Nature Reserve site pursuant to clause 5.7.13, the site will be dealt with as if the governance entity were the registered proprietor of that site.

Vesting of Kapiti Island North Nature Reserve balance site

5.8 The settlement legislation will, on the terms provided by section 117 of the draft settlement bill, provide that:

5.8.1 the Minister of Conservation may give notice in the *Gazette* that all or part of the Kapiti Island North Nature Reserve balance site (the **balance site**) becomes part of the Kapiti Island North Nature Reserve site;

5.8.2 the Minister of Conservation may only give notice under clause 5.8.1 if:

- (a) enactments have settled all claims of Maori relating to Kapiti Island that are, or are founded on, any right and that arise from, or relate to, acts or omissions before 21 September 1992 by, or on behalf of, the Crown or by or under legislation; and
- (b) any part of the balance site to which the notice under clause 5.8.1 relates remains vested in the Crown; and

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- 5.8.3 the notice under clause 5.8.1 must state that the balance site becomes part of the Kapiti Island North Nature Reserve site on the terms provided by section 117 of the draft settlement bill.

VESTING OF KAPITI ISLAND SITE

- 5.9 The settlement legislation will vest in the governance entity on the settlement date the fee simple estate in the Kapiti Island site (as shown on deed plan OTS-068-01):
- 5.9.1 on the terms provided by sections 108 to 111 of the draft settlement bill; and
- 5.9.2 subject to the governance entity providing the Crown with a registrable covenant in relation to that site in the form set out in part 4 of the documents schedule.

ACCESS ACROSS KAPITI ISLAND RESERVES

- 5.10 The settlement legislation will, on the terms provided by section 109 of the draft settlement bill, provide that:
- 5.10.1 the governance entity, and any person authorised by the governance entity, may gain access to the Kapiti Island site by passing across:
- (a) the specified area of the Kapiti Island Nature Reserve site;
 - (b) the specified area of the Kapiti Island North Nature Reserve site,
(as shown on the plan entitled 'Right of access to Kapiti site' in the attachments); and
 - (c) any land that adjoins part of the site referred to in clause 5.10.1(b) which is deemed to form part of the reserve in that site under section 20(3) of the Reserves Act 1977;
- 5.10.2 a person exercising a right of access:
- (a) may do so by vehicle or on foot;
 - (b) may perform minor clearance of vegetation on the specified areas to allow the access rights to be exercised;
 - (c) must observe any reasonable conditions imposed by the Director-General of Conservation, including without limitation conditions relating to the management of biosecurity or fire risk; and
 - (d) must not interfere with any other person who is in a reserve under an authority granted under the Reserves Act 1977; and
- 5.10.3 the right of access under this clause may be exercised despite section 20(2)(c) of the Reserves Act 1977.

BURIAL CAVES AT WHAREKOHU BAY

- 5.11 The Crown acknowledges the significance of the burial caves at Wharekohu Bay to Ngati Toa Rangatira. In recognition of the importance of these sites, and Ngati Toa

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Rangatira's role as kaitiaki in respect of them, a specific function of the strategic advisory committee relates to the burial caves as provided in clause 5.12.7(c)(iii).

STRATEGIC ADVISORY COMMITTEE

Strategic advisory committee established

5.12 The settlement legislation will, on the terms provided by sections 121 to 126 of the draft settlement bill, provide:

5.12.1 for a strategic advisory committee to be established in relation to the Kapiti Island Nature Reserve site (which includes any other land set apart as a reserve for the preservation of native flora and fauna by *Gazette* 1973 page 1381) and the Kapiti Island North Nature Reserve site;

Appointment of members to strategic advisory committee

5.12.2 for the strategic advisory committee to consist of no more than six members, being:

- (a) two members appointed by the governance entity; and
- (b) two members appointed by the Director-General of Conservation; and
- (c) up to two members to be appointed by representatives of an iwi who may become entitled to appoint a member under another enactment;

(those appointing entities each being an **appointer**)

5.12.3 that the chair of the strategic advisory committee will be appointed from time to time by the governance entity and that person must be an existing member of the strategic advisory committee;

5.12.4 that each member of the strategic advisory committee:

- (a) will be appointed for a term of five years;
- (b) may be replaced during that five year term at the discretion of that member's appointer; and
- (c) may be reappointed;

5.12.5 that an appointer will give notice in writing to the other appointers of any appointment under clauses 5.12.2 and 5.12.4;

5.12.6 that the Director-General of Conservation will give public notice of any appointment under clause 5.12.4 by way of notice in the *Gazette*;

Functions of strategic advisory committee

5.12.7 that the functions of the strategic advisory committee will be to:

- (a) provide advice to the Minister of Conservation, the Director-General of Conservation, and the governance entity on conservation matters affecting the Kapiti Island Nature Reserve site and the Kapiti Island North Nature Reserve site;

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- (b) exercise functions in relation to the preparation and joint approval of the conservation management plan as set out in clause 5.15; and
- (c) without limiting clause 5.12.7(a) provide advice:
 - (i) on any conservation management strategy that affects the Kapiti Island Nature Reserve site and the Kapiti Island North Nature Reserve site under clause 5.13.4;
 - (ii) on annual planning in relation to the Kapiti Island Nature Reserve site and the Kapiti Island North Nature Reserve site under clause 5.13.2; and
 - (iii) to the Minister of Conservation on the burial caves at Wharekohu Bay under clause 5.13.3;

Procedure and meetings of strategic advisory committee

5.12.8 that the strategic advisory committee must regulate its own procedure, subject to the following limitations:

- (a) that the strategic advisory committee can only make decisions with the agreement of all of the members who are present and voting at a meeting;
- (b) that the strategic advisory committee must hold its first meeting no later than six months after settlement date;
- (c) that the strategic advisory committee must meet as required to perform its functions, but no less than twice a year unless the committee agrees otherwise;
- (d) that a person may attend a meeting of the strategic advisory committee in place of a member if appointed to do so by the member;
- (e) that an appointer must meet the costs of its appointees, except that an interim member appointed under clause 5.14 (instead of the Minister of Conservation) must pay his or her own costs;
- (f) that each appointer must pay the administrative costs of its appointees on the strategic advisory committee in proportion to the number of its appointed members to the total number of members, except that an interim member appointed under clause 5.14 (instead of the Minister of Conservation) must pay the administrative costs proportionate to his or her membership; and

Quorum at meetings of strategic advisory committee

5.12.9 for quorum requirements at meetings of the strategic advisory committee, on the terms provided by section 126 of the draft settlement bill.

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Strategic advisory committee may provide advice on conservation matters

- 5.13 The settlement legislation will, on the terms provided by sections 127 to 131 of the draft settlement bill, provide:
- 5.13.1 for the strategic advisory committee to provide written advice to one or more of the following persons on any conservation matter that affects the Kapiti Island Nature Reserve site or the Kapiti Island North Nature Reserve site:
- (a) the Minister of Conservation;
 - (b) the Director-General of Conservation; or
 - (c) the governance entity;
- 5.13.2 that the Director-General of Conservation must consult with and have regard to any advice of the strategic advisory committee on annual planning (including the application of annual conservation priorities) in relation to the Kapiti Island Nature Reserve site and the Kapiti Island North Nature Reserve site;
- 5.13.3 that the strategic advisory committee may provide written advice to the Minister of Conservation in relation to the burial caves at Wharekohu Bay;
- 5.13.4 that when preparing, reviewing or amending any conservation management strategy under section 17F, 17H or 17I of the Conservation Act 1987 that affects the Kapiti Island Nature Reserve site and the Kapiti Island North Nature Reserve site:
- (a) the Director-General of Conservation must consult, and have regard to any written advice of, the strategic advisory committee under section 17F(a) of the Conservation Act 1987 prior to the preparation of the draft conservation management strategy;
 - (b) the Director-General of Conservation must send a copy of the summary of submissions and the revised draft of the conservation management strategy to the strategic advisory committee at the same time that those documents are sent to the conservation board under section 17F(i) of the Conservation Act 1987;
 - (c) the strategic advisory committee may, no later than two months after receiving the documents referred to in clause 5.13.4(b), provide written advice on the documents to the conservation board;
 - (d) the conservation board must, before doing anything under section 17F(k)(i) or (ii) of that Act, have regard to any advice received under clause 5.13.4(c); and
 - (e) to avoid doubt, nothing in this clause 5.13.4 prevents the strategic advisory committee making a submission on a draft conservation management strategy under section 17F(c) of the Conservation Act 1987;

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General provisions regarding advice of the strategic advisory committee

- 5.13.5 that where the Minister of Conservation or Director-General of Conservation consults with and seeks the advice of the strategic advisory committee:
- (a) the Minister of Conservation or Director-General of Conservation must state a reasonable time period within which the strategic advisory committee may provide advice; and
 - (b) the Minister of Conservation or Director-General of Conservation must have regard to any written advice of the strategic advisory committee which is provided within that time period;
- 5.13.6 that the Minister of Conservation and Director-General of Conservation must have regard to any written advice received from the strategic advisory committee of its own volition under clauses 5.13.1 to 5.13.3 on a matter for which advice has not been requested; and
- 5.13.7 that to avoid doubt, the Crown is not prevented from consulting, and receiving advice from, any person or organisation in relation to the Kapiti Island Nature Reserve site and the Kapiti Island North Nature Reserve site.

Interim members of strategic advisory committee

- 5.14 The settlement legislation will, on the terms provided by section 123 of the draft settlement bill, provide that the Minister of Conservation may appoint no more than two interim members of the strategic advisory committee, only for the purposes of the strategic advisory committee performing its functions relating to the conservation management plan under clause 5.15.

CONSERVATION MANAGEMENT PLAN

Procedure for preparation and approval of Kapiti Island Plan

- 5.15 The settlement legislation will, on the terms provided by sections 132 to 144 of the draft settlement bill, provide that:
- 5.15.1 a conservation management plan for the Kapiti Island North Nature Reserve and the Kapiti Island Nature Reserve (which includes any other land set apart as a reserve for the preservation of native flora and fauna by *Gazette* 1973 page 1381) (**Kapiti Island Plan**) will be prepared and approved in accordance with the process contained in this clause 5.15;
 - 5.15.2 the Reserves Act 1977 applies to the Kapiti Island Plan as if that plan is a conservation management plan prepared and approved under section 40B of that Act;
 - 5.15.3 despite section 40B of the Reserves Act 1977, sections 17E (except section 17E(9)), 17F, 17G, 17H, 17I, 49(2) and 49(3) of the Conservation Act 1987 do not apply to the preparation, approval, review or amendment of the Kapiti Island Plan;

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Preparation

- 5.15.4 the Director-General of Conservation must not commence preparation of the draft Kapiti Island Plan until the earlier of:
- (a) the day on which the Minister of Conservation appoints an interim member under clause 5.14; or
 - (b) the day that is three years and six months after the settlement date;
- 5.15.5 each draft Kapiti Island Plan will be prepared by the Director-General of Conservation in consultation with the strategic advisory committee, the conservation board, and such other persons or organisations as the Director-General of Conservation considers practicable and appropriate;

Notification

- 5.15.6 no later than six months after commencement of the preparation of the draft Kapiti Island Plan under clause 5.15.4, the Director-General of Conservation will notify that draft in accordance with section 49(1) of the Conservation Act 1987, and to the appropriate regional councils, territorial authorities and iwi authorities, and that provision will apply as if the notice were required to be given by the Minister of Conservation;
- 5.15.7 every notice under clause 5.15.6 will:
- (a) state that the draft Kapiti Island Plan is available for inspection at the places and times specified in the notice; and
 - (b) call upon persons or organisations interested to lodge with the Director-General of Conservation submissions on the draft Kapiti Island Plan before the date specified in the notice, being a date not less than two months after the date of the publication of the notice;

Submissions

- 5.15.8 any person or organisation may make written submissions to the Director-General of Conservation on the draft Kapiti Island Plan at the place and before the date specified in the notice;
- 5.15.9 the Director-General of Conservation may, after consultation with the strategic advisory committee and the conservation board, obtain public opinion of the draft Kapiti Island Plan by any other means from any person or organisation;
- 5.15.10 from the date of public notification of the draft Kapiti Island Plan until public opinion of it has been made known to the Director-General of Conservation, the draft Kapiti Island Plan will be made available by the Director-General of Conservation for public inspection during normal office hours, in such places and quantities as are likely to encourage public participation in the development of the plan;

Hearing of submissions

- 5.15.11 the Director-General of Conservation will give every person or organisation who or which, in making any submissions on the draft Kapiti Island Plan, asked to be heard in support of his or her or its submission a reasonable

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opportunity of appearing before a meeting of representatives of the Director-General of Conservation, the strategic advisory committee and the conservation board;

- 5.15.12 representatives of the Director-General of Conservation, the strategic advisory committee and the conservation board may hear submissions from any other person or organisations consulted on the draft Kapiti Island Plan;
- 5.15.13 the hearing of submissions will be concluded no later than two months after the closing date for submissions identified in clause 5.15.7(b);
- 5.15.14 the Director-General of Conservation will prepare a summary of the submissions received on the draft Kapiti Island Plan and public opinion made known about it and, no later than one month after the conclusion of the hearing of submissions, provide that summary to the strategic advisory committee and the conservation board;

Revision

- 5.15.15 after considering such submissions and public opinion the Director-General of Conservation will, in consultation with the representatives of the strategic advisory committee and the conservation board who heard the submissions, revise the draft Kapiti Island Plan and, no later than four months after the completion of the hearing of submissions, will send to the strategic advisory committee and the conservation board the revised draft Kapiti Island Plan;
- 5.15.16 on receipt of the revised draft Kapiti Island Plan:
 - (a) the strategic advisory committee and the conservation board will consider the revised draft Kapiti Island Plan prepared under clause 5.15.15 and the summary prepared under clause 5.15.14, and may, no later than four months after receiving those documents, request the Director-General of Conservation to further revise the draft Kapiti Island Plan; and
 - (b) if a request is made under clause 5.15.16(a) the Director-General of Conservation will further revise the draft Kapiti Island Plan in accordance with the request from the strategic advisory committee and the conservation board, and will, no later than two months after receiving a request under clause 5.15.16(a) send to the strategic advisory committee and the conservation board the further revised draft Kapiti Island Plan;

Referral to Conservation Authority and Minister of Conservation

- 5.15.17 on receipt of the revised draft under clause 5.15.15, or if a request is made under clause 5.15.16(a), on receipt of the further revised draft under clause 5.15.16(b), the strategic advisory committee and the conservation board will refer the draft Kapiti Island Plan and the summary prepared under clause 5.15.14 to:
 - (a) the New Zealand Conservation Authority for comments on matters relating to the national public conservation interest in Kapiti Island; and
 - (b) the Minister of Conservation for his or her comments;

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- 5.15.18 the New Zealand Conservation Authority and the Minister of Conservation will provide any comments on the draft Kapiti Island Plan to the strategic advisory committee and the conservation board no later than four months after receiving that draft plan for comment;

Approval

- 5.15.19 after considering any comments received from the New Zealand Conservation Authority and the Minister of Conservation under clause 5.15.18, the strategic advisory committee and the conservation board will make any changes considered necessary and:
- (a) no later than two months after receiving any comments from the New Zealand Conservation Authority and the Minister of Conservation, approve the draft Kapiti Island Plan; or
 - (b) no later than two months after receiving any comments from the New Zealand Conservation Authority and the Minister of Conservation, refer any matter of disagreement in relation to the draft Kapiti Island Plan to the New Zealand Conservation Authority for determination;

Referral to Conservation Authority in case of disagreement

- 5.15.20 where the strategic advisory committee and the conservation board refer any matter of disagreement to the New Zealand Conservation Authority under clause 5.15.19(b), the strategic advisory committee and the conservation board will also provide a written statement of the matters of disagreement and the reasons for such disagreement;
- 5.15.21 no later than three months after referral to it under clause 5.15.19(b), the New Zealand Conservation Authority will make a recommendation on the matters of disagreement, and notify that recommendation to the strategic advisory committee and the conservation board;
- 5.15.22 after receiving and considering the recommendation of the New Zealand Conservation Authority under clause 5.15.21, the strategic advisory committee and the conservation board will seek to resolve any matters of disagreement, and will make any changes considered necessary to the draft Kapiti Island Plan;
- 5.15.23 if the strategic advisory committee and the conservation board have not resolved any matters of disagreement within two months of receiving the recommendation from the New Zealand Conservation Authority under clause 5.15.21, the recommendation of the New Zealand Conservation Authority under clause 5.15.21 will be binding on the strategic advisory committee and the conservation board, and those parties will make any changes to the draft Kapiti Island Plan that are considered necessary to implement that recommendation; and
- 5.15.24 where the strategic advisory committee and the conservation board have referred any matter of disagreement to the New Zealand Conservation Authority under clause 5.15.19(b), the strategic advisory committee and the conservation board will approve the draft Kapiti Island Plan no later than four months after receiving the recommendation of the New Zealand Conservation Authority under clause 5.15.21;

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Mediation process

- 5.15.25 at any time during the process set out in clauses 5.15.4 to 5.15.24, any of the strategic advisory committee, the conservation board or the Director-General of Conservation may refer any matter of disagreement arising out of that process to a mediator, and the following conditions will apply to such a mediation process:
- (a) no later than three months after the settlement date, the strategic advisory committee, the conservation board and the Director-General of Conservation will agree on a mediator to be used in the event of referral to mediation under this clause 5.15.25, and the parties may agree to change the mediator from time to time;
 - (b) where a matter of disagreement arises, the relevant parties in dispute will seek to resolve that matter in a co-operative, open-minded and timely manner before resorting to the mediation process under this clause 5.15.25;
 - (c) where one of the strategic advisory committee, the conservation board or the Director-General of Conservation considers that it is necessary to resort to the mediation process under this clause 5.15.25, that party will give notice in writing of that referral to the other parties;
 - (d) all parties will participate in a mediation process in a co-operative, open-minded and timely manner;
 - (e) in participating in a mediation the parties will have particular regard to the purpose of the conservation management plan redress provided under this deed and the conservation purpose for which Kapiti Island is held;
 - (f) where a matter of disagreement is referred to mediation under this clause 5.15.25, the mediation process must be completed no later than three months after the date upon which notice of referral is given under clause 5.15.25(c);
 - (g) pending the resolution of any matter of disagreement, the parties will use their best endeavours to continue with the process for the preparation and approval of the Kapiti Island Plan;
 - (h) the parties to the mediation process will bear their own costs in relation to the resolution of any matter of disagreement and the costs of the mediator (and associated costs) will be shared equally between the parties;
 - (i) the period of time taken for a mediation process under this clause 5.15.25 will not be counted for the purposes of the timeframes specified in clauses 5.15.4 to 5.15.24 for the preparation and approval of the Kapiti Island Plan; and
 - (j) to avoid doubt, the period of time referred to in clause 5.15.25(i) will not exceed three months;

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Reviews of the Kapiti Island Plan

- 5.15.26 the Director-General of Conservation, after consultation with the strategic advisory committee and the conservation board, may at any time initiate a review of the Kapiti Island Plan or any part of that plan;
- 5.15.27 the strategic advisory committee or the conservation board may at any time request that the Director-General of Conservation initiate a review of the Kapiti Island Plan or any part of that plan and the Director-General of Conservation will consider that request in making a decision under clause 5.15.26;
- 5.15.28 every review of the Kapiti Island Plan will be carried out and approved in accordance with the provisions of clauses 5.15.1 to 5.15.25, which will apply with any necessary modifications;
- 5.15.29 the following provisions will also apply in relation to reviews of the Kapiti Island Plan:
- (a) the Kapiti Island Plan will be reviewed as a whole by the Director-General of Conservation not later than 10 years after the date upon which the plan was last approved; and
 - (b) the Minister of Conservation may, after consultation with the strategic advisory committee and the conservation board, extend that period of review;

Amendments to the Kapiti Island Plan

- 5.15.30 the Director-General of Conservation, after consultation with the strategic advisory committee and the conservation board, may at any time initiate the amendment of the Kapiti Island Plan, or any part of that plan;
- 5.15.31 except as provided in clause 5.15.32, every amendment to the Kapiti Island Plan will be carried out in accordance with the provisions of clauses 5.15.1 to 5.15.25, which will apply with any necessary modifications; and
- 5.15.32 where the proposed amendment is of such a nature that the Director-General of Conservation, the strategic advisory committee and the conservation board consider that it will not materially affect the objectives or policies expressed in the Kapiti Island Plan or the public interest in the area concerned:
- (a) the Director-General of Conservation will send the proposal to the strategic advisory committee and the conservation board;
 - (b) the strategic advisory committee and the conservation board may decide to amend the Kapiti Island Plan as set out in the proposal; and
 - (c) if the strategic advisory committee and the conservation board decide to amend the Kapiti Island Plan, they will approve the amended Kapiti Island Plan no later than two months after receiving the proposal.

NGA PAIHOU KI KAPITI

5.16 The settlement legislation will, on the terms provided by sections 40 to 58 of the draft settlement bill:

5.16.1 declare Kapiti Island, consisting of:

- (a) the Kapiti Island Nature Reserve site (which includes any other land set apart as a reserve for the preservation of native flora and fauna by Gazette 1973 page 1381);
- (b) the Kapiti Island North Nature Reserve site; and
- (c) the Kapiti Marine Reserve,

to be subject to Nga Paihau Ki Kapiti;

5.16.2 provide the Crown's acknowledgement of the statement of Ngati Toa Rangatira values in relation to Kapiti Island;

5.16.3 require the New Zealand Conservation Authority, and any relevant conservation board when approving or otherwise considering any conservation management strategy, conservation management plan or national park management plan in respect of the sites to have particular regard to:

- (a) the statement of Ngati Toa Rangatira values; and
- (b) the protection principles (on which the governance entity and the Minister of Conservation may agree, and which will be intended to prevent harming or diminishing the Ngati Toa Rangatira values in relation to Kapiti Island);

5.16.4 require the New Zealand Conservation Authority and any relevant conservation board before approving any conservation management strategy, conservation management plan or national park management plan in respect of Kapiti Island to:

- (a) consult the governance entity; and
- (b) have particular regard to the views of the governance entity as to the effect of the strategy or plan on:
 - (i) the Ngati Toa Rangatira values; and
 - (ii) the protection principles (on which the governance entity and the Minister of Conservation may agree, and which will be intended to prevent harming or diminishing the Ngati Toa Rangatira values in relation to Kapiti Island);

5.16.5 provide that where the governance entity advises the New Zealand Conservation Authority in writing that it has significant concerns about a draft conservation management strategy in relation to Kapiti Island, the New Zealand Conservation Authority will, before approving the strategy, give the

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- governance entity an opportunity to make submissions in relation to those concerns;
- 5.16.6 require the application of Nga Paihau Ki Kapiti to be noted in any conservation management strategy, conservation management plan, or national park management plan affecting Kapiti Island;
- 5.16.7 require the Director-General of Conservation to take action in relation to the protection principles that relate to Kapiti Island; and
- 5.16.8 enable the making of regulations and bylaws in relation to Kapiti Island.
- 5.17 The statement of Ngati Toa Rangatira values, the protection principles and the Director-General of Conservation's actions are in the documents schedule.

VESTING AND GIFT BACK OF BALANCE OF MANA ISLAND

- 5.18 In clause 5.19, **balance of Mana Island** means 212.46 hectares approximately, being Parts Mana Island Block XI Paekakariki Survey District, balance Gazette Notice 966075.1, as shown on SO 445976.
- 5.19 The settlement legislation will, on the terms provided by sections 104 to 106 of the draft settlement bill, provide that:
- 5.19.1 the governance entity will give written notice to the Minister of Conservation stating the date that the balance of Mana Island is to vest in the governance entity under clause 5.19.3 (the **vesting date**);
- 5.19.2 the vesting date will:
- (a) be no later than 31 December 2024; and
- (b) be not less than 40 business days after the date upon which the notice is given under clause 5.19.1;
- 5.19.3 on the vesting date the fee simple estate in the balance of Mana Island vests in the governance entity;
- 5.19.4 on the tenth day after the vesting date, the fee simple estate in the balance of Mana Island vests in the Crown as a gift back to the Crown by the governance entity for the people of New Zealand;
- 5.19.5 despite the vestings under clauses 5.19.3 and 5.19.4 (the **vestings**):
- (a) the balance of Mana Island remains a reserve under the Reserves Act 1977 and that Act continues to apply to the balance of Mana Island as if the vestings had not occurred;
- (b) any other enactment or any instrument that applied to the balance of Mana Island immediately before the settlement date continues to apply to it as if the vestings had not occurred;
- (c) every encumbrance that affected the balance of Mana Island immediately before the settlement date continues to affect it as if the vestings had not occurred;

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- (d) the Crown retains all liability for the balance of Mana Island as if the vestings had not occurred;
 - (e) the vestings are not affected by Part 4A of the Conservation Act 1987, section 11 and Part 10 of the Resource Management Act 1991, or any other enactment; and
- 5.19.6 to the extent that a statutory acknowledgement or a deed of recognition applies to the balance of Mana Island immediately before the vesting date, it continues to apply to the site as if the vestings had not occurred.

NGA PAIHOU

5.20 The settlement legislation will, on the terms provided by sections 40 to 58 of the draft settlement bill:

5.20.1 declare each of the following sites is subject to Nga Paihau:

- (a) The Brothers (as shown on deed plan OTS-068-21); and
- (b) Wairau Lagoons (Part of the Wairau Lagoons Wetland Management Reserve) (as shown on deed plan OTS-068-22);

5.20.2 provide the Crown's acknowledgement of the statement of Ngati Toa Rangatira values in relation to each of the sites;

5.20.3 require the New Zealand Conservation Authority and any relevant conservation board when approving or otherwise considering any, conservation management strategy, conservation management plan or national park management plan in respect of each of the sites to have particular regard to:

- (a) the statement of Ngati Toa Rangatira values; and
- (b) the relevant protection principles (on which the governance entity and the Minister of Conservation may agree, and which will be intended to prevent harming or diminishing the Ngati Toa Rangatira values in relation to each of the sites);

5.20.4 require the New Zealand Conservation Authority and any relevant conservation board before approving any conservation management strategy, conservation management plan or national park management plan in respect of each of the sites to:

- (a) consult the governance entity; and
- (b) have particular regard to the views of the governance entity as to the effect of the strategy or plan on:
 - (i) the Ngati Toa Rangatira values; and
 - (ii) the relevant protection principles (on which the governance entity and the Minister of Conservation may agree, and which will be intended to prevent harming or diminishing the Ngati Toa Rangatira values in relation to each of the sites);

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- 5.20.5 provide that where the governance entity advises the New Zealand Conservation Authority in writing that it has significant concerns about a draft conservation management strategy in relation to a site, the New Zealand Conservation Authority will, before approving the strategy, give the governance entity an opportunity to make submissions in relation to those concerns;
- 5.20.6 require the application of the Nga Paihau to be noted in any conservation management strategy, conservation management plan, or national park management plan affecting a site;
- 5.20.7 require the Director-General of Conservation to take action in relation to the protection principles that relate to each of the sites; and
- 5.20.8 enable the making of regulations and bylaws in relation to the sites.
- 5.21 The statement of Ngati Toa Rangatira values, the protection principles and the Director-General of Conservation's actions are in the documents schedule.

POUTIAKI INSTRUMENT

- 5.22 In clauses 5.23 to 5.34:

- 5.22.1 **poutiaki area** means the areas with the general location (but not the precise boundaries) shown in yellow and pink on OTS-068-74; and
- 5.22.2 **relevant councils** means the Wellington Regional Council and the Marlborough District Council.

Crown acknowledgment

- 5.23 The Crown acknowledges Ngati Toa Rangatira's role as a kaitiaki over the coastal marine area of the following areas that are within the poutiaki area as shown on OTS-068-74:
- 5.23.1 Cook Strait;
- 5.23.2 Porirua Harbour;
- 5.23.3 Te Whanganui / Port Underwood; and
- 5.23.4 Pelorus Sound / Te Hoiere (including Kenepuru Sound, Mahau Sound and Tennyson Inlet),
- (the **poutiaki coastal marine area**).

Poutiaki plan

- 5.24 The settlement legislation will, on the terms set out in sections 145 to 148 of the draft settlement bill, provide that:
- 5.24.1 the governance entity may from time to time prepare a plan in relation to the poutiaki area (the **poutiaki plan**) and lodge it with the relevant councils;

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- 5.24.2 the purpose of the poutiaki plan is to identify:
- (a) the values and principles of Ngati Toa Rangatira in relation to the poutiaki coastal marine area;
 - (b) the resource management issues of significance to Ngati Toa Rangatira in relation to the poutiaki coastal marine area; and
 - (c) Ngati Toa Rangatira's statement of kaitiakitanga relating to fisheries management in relation to the poutiaki area.
- 5.25 The settlement legislation will, on the terms set out in section 147 of the draft settlement bill, provide that a relevant council must when reviewing or preparing a regional policy statement or regional coastal plan:
- 5.25.1 take into account the poutiaki plan, to the extent that the poutiaki plan is relevant to resource management issues and relates to the poutiaki coastal marine area within the council's jurisdiction;
 - 5.25.2 include in the regional policy statement or regional coastal plan a statement of the resource management issues of significance to Ngati Toa Rangatira as set out in the poutiaki plan; and
 - 5.25.3 refer to the poutiaki plan to the extent that it is relevant in an evaluation of a proposed regional policy statement or proposed regional coastal plan under section 32 of the Resource Management Act 1991.
- 5.26 The Ministry for the Environment will, following a request by the governance entity to provide technical support in the preparation of the initial poutiaki plan:
- 5.26.1 meet with the governance entity to agree the nature and scope of the technical support to be provided by the Ministry;
 - 5.26.2 provide to the governance entity the agreed technical support; and
 - 5.26.3 not be required to provide financial support for the preparation of that plan.
- 5.27 To avoid doubt, the poutiaki plan does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights (including rights under the Marine and Coastal Area (Takutai Moana) Act 2011) over the poutiaki area.
- The Cook Strait forum**
- 5.28 The Wellington Regional Council has agreed that it will convene an annual Cook Strait forum.
- 5.29 Within six months after the settlement date, the Minister for Treaty of Waitangi Negotiations will write to the entities identified in clause 5.31 inviting those entities to participate in the annual Cook Strait forum to be convened by the Wellington Regional Council.

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- 5.30 The letter referred to in clause 5.29 will propose that the Cook Strait forum will:
- 5.30.1 take place annually for the purpose of co-ordinating and sharing information, and discussing issues of concern over the Cook Strait coastal marine area within the jurisdiction of the relevant councils;
 - 5.30.2 be co-chaired by the relevant councils; and
 - 5.30.3 be conducted in accordance with terms of reference that will be developed by the relevant councils and confirmed by the Cook Strait forum. A definition of the applicable coastal marine area of the Cook Strait, for the purposes of the forum, will be outlined in the terms of reference.
- 5.31 The entities referred to in clause 5.29 are:
- 5.31.1 the governance entity;
 - 5.31.2 other iwi with interests in Cook Strait;
 - 5.31.3 Wellington Regional Council;
 - 5.31.4 Marlborough District Council;
 - 5.31.5 Department of Conservation;
 - 5.31.6 Ministry for the Environment;
 - 5.31.7 Ministry of Business, Innovation and Employment;
 - 5.31.8 Ministry of Transport;
 - 5.31.9 Maritime New Zealand;
 - 5.31.10 Transpower; and
 - 5.31.11 Biosecurity New Zealand.
- 5.32 The Cook Strait forum may, from time to time, invite other entities to attend a Cook Strait forum.
- 5.33 The entities referred to in clause 5.31 will meet their own costs relating to participation in the Cook Strait forum.
- 5.34 To avoid doubt, the Cook Strait forum is not a committee or joint committee of a local authority under the Local Government Act 2002.

STATUTORY ACKNOWLEDGEMENT

5.35 The settlement legislation will, on the terms provided by sections 24 to 33 of the draft settlement bill:

5.35.1 provide the Crown's acknowledgement of the statements by Ngati Toa Rangatira of their particular cultural, spiritual, historical, and traditional association with the following areas:

- (a) Balance of Mana Island (as shown on deed plan OTS-068-28);
- (b) Red Rocks Scientific Reserve (as shown on deed plan OTS-068-29);
- (c) Pukerua Bay Scientific Reserve (as shown on deed plan OTS-068-30);
- (d) Oteranga Bay Marginal Strip (as shown on deed plan OTS-068-23);
- (e) Queen Elizabeth Park (as shown on deed plan OTS-068-24);
- (f) Whareroa Farm (as shown on deed plan OTS-068-25);
- (g) Te Onepoto Bay (as shown on deed plan OTS-068-26);
- (h) Pauatahanui Wildlife Reserve (as shown on deed plan OTS-068-31);
- (i) Horokiri Wildlife Management Reserve (as shown on deed plan OTS-068-32);
- (j) Battle Hill Farm Forest Park (as shown on deed plan OTS-068-27);
- (k) Lake Rotoiti, Nelson Lakes National Park (as shown on deed plan OTS-068-33);
- (l) Lake Rotoroa, Nelson Lakes National Park (as shown on deed plan OTS-068-34);
- (m) Wairau Pa (as shown on deed plan OTS-068-35);
- (n) Chetwode Islands (as shown on deed plan OTS-068-36);
- (o) Malcolm's Bay Scenic Reserve, Arapaoa Island (as shown on deed plan OTS-068-37);
- (p) Hutt River and its tributaries (as shown on deed plan OTS-068-45);
- (q) Maitai River and its tributaries (as shown on deed plan OTS-068-46);
- (r) Wairau River, Omaka River, Ōpaoa River, and Kaituna River and their tributaries (as shown on deed plan OTS-068-47);
- (s) Te Hoiere / Pelorus River and its tributaries (as shown on deed plan OTS-069-48);
- (t) Tuamarina River and its tributaries (as shown on deed plan OTS-068-49);

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- (u) Buller River and its tributaries (northern portion) (as shown on deed plan OTS-068-50);
- (v) Waimea River and its tributaries (as shown on deed plan OTS-068-58);
and
- (w) Motueka River and its tributaries (as shown on deed plan OTS-068-59);

5.35.2 require:

- (a) relevant consent authorities, the Environment Court, and the New Zealand Historic Places Trust to have regard to the statutory acknowledgement; and
- (b) relevant consent authorities to forward to the governance entity:
 - (i) summaries of resource consent applications affecting a relevant area; and
 - (ii) copies of any notices served on the consent authority under section 145(10) of the Resource Management Act 1991; and
- (c) relevant consent authorities to record the statutory acknowledgement on certain statutory planning documents under the Resource Management Act 1991;

5.35.3 enable the governance entity, and any member of Ngati Toa Rangatira, to cite the statutory acknowledgement as evidence of Ngati Toa Rangatira's association with any of the areas;

5.35.4 enable the governance entity to waive the rights specified in clause 5.35.2(b) in relation to all or any part of the areas by written notice to the relevant consent authority, the Environment Court or the New Zealand Historic Places Trust (as the case may be); and

5.35.5 require that any notice given pursuant to clause 5.35.4 include a description of the extent and duration of any such waiver of rights.

5.36 The statements of association are in part 2 of the documents schedule.

COASTAL STATUTORY ACKNOWLEDGEMENT

5.37 The parties acknowledge that the coastal statutory acknowledgement provided for under clause 5.39.1(a) applies to the coastal marine area of Te Tau Ihu as a whole, but that the individual iwi with interests in Te Tau Ihu have particular areas of interest within that coastal marine area.

5.38 Ngati Toa Rangatira acknowledge that they intend to exercise any rights under the coastal statutory acknowledgement provided for in clause 5.39.1(a) in a manner that is consistent with tikanga.

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- 5.39 The settlement legislation will, on the terms provided by sections 24 to 33 of the draft settlement bill:
- 5.39.1 provide the Crown's acknowledgement of Ngati Toa Rangatira's statement of coastal values in relation to Ngati Toa Rangatira's particular cultural, spiritual, historical, and traditional association with:
- (a) Te Tau Ihu coastal marine area (as shown on deed plan OTS-068-70);
 - (b) Cook Strait (as shown on deed plan OTS-068-38);
 - (c) Te Awarua-o-Porirua Harbour (as shown on deed plan OTS-068-39);
 - (d) Wellington Harbour (Port Nicholson) (as shown on deed plan OTS-068-40);
 - (e) Thoms Rock / Tokahaere (as shown on deed plan OTS-068-41);
 - (f) Kapukapuariki Rocks (as shown on deed plan OTS-068-42);
 - (g) Toka-a-Papa Reef (as shown on deed plan OTS-068-43); and
 - (h) Tawhitikurī / Goat Point (as shown on deed plan OTS-068-44);
- 5.39.2 require:
- (a) relevant consent authorities, the Environment Court, and the New Zealand Historic Places Trust to have regard to the statutory acknowledgement;
 - (b) relevant consent authorities to forward to the governance entity:
 - (i) summaries of resource consent applications affecting a relevant area; and
 - (ii) copies of any notices served on the consent authority under section 145(10) of the Resource Management Act 1991; and
 - (c) relevant consent authorities to record the statutory acknowledgement on certain statutory planning documents under the Resource Management Act 1991;
- 5.39.3 enable the governance entity, and any member of Ngati Toa Rangatira, to cite the statutory acknowledgement as evidence of Ngati Toa Rangatira's association with all or any part of the areas;
- 5.39.4 enable the governance entity to waive the rights specified in clause 5.39.2(a) and (b) in relation to all or any part of the areas by written notice to the relevant consent authority, the Environment Court or the New Zealand Historic Places Trust (as the case may be); and
- 5.39.5 require that any notice given pursuant to clause 5.39.4 include a description of the extent and duration of any such waiver of rights.
- 5.40 The statement of coastal values is in part 2 of the documents schedule.

DEEDS OF RECOGNITION

5.41 The Crown will, by or on the settlement date, provide the governance entity with a copy of each of the following:

5.41.1 a deed of recognition, signed by the Minister of Conservation and Director-General of Conservation, relating to the parts of the following areas owned by the Crown and managed by the Department of Conservation:

- (a) Balance of Mana Island (as shown on deed plan OTS-068-28);
- (b) Red Rocks Scientific Reserve (as shown on deed plan OTS-068-29);
- (c) Pukerua Bay Scientific Reserve (as shown on deed plan OTS-068-30);
- (d) Pauatahanui Wildlife Reserve (as shown on deed plan OTS-068-31);
- (e) Horokiri Wildlife Management Reserve (as shown on deed plan OTS-068-32);
- (f) Lake Rotoiti, Nelson Lakes National Park (as shown on deed plan OTS-068-33);
- (g) Lake Rotoroa, Nelson Lakes National Park (as shown on deed plan OTS-068-34);
- (h) Wairau Pa (as shown on deed plan OTS-068-35);
- (i) Chetwode Islands (as shown on deed plan OTS-068-36);
- (j) Malcolm's Bay Scenic Reserve, Arapaoa Island (as shown on deed plan OTS-068-37);
- (k) Hutt River and its tributaries (as shown on deed plan OTS-068-45);
- (l) Maitai River and its tributaries (as shown on deed plan OTS-068-46);
- (m) Wairau River, Omaka River, Ōpaoa River and Kaituna River and their tributaries (as shown on deed plan OTS-068-47);
- (n) Te Hoiere / Pelorus River and its tributaries (as shown on deed plan OTS-068-48);
- (o) Tuamarina River and its tributaries (as shown on deed plan OTS-068-49);
- (p) Buller River and its tributaries (northern portion) (as shown on deed plan OTS-068-50);
- (q) Waimea River and its tributaries (as shown on deed plan OTS-068-58);
and
- (r) Motueka River and its tributaries (as shown on deed plan OTS-068-59);

5.41.2 a deed of recognition, signed by the Commissioner of Crown Lands, relating to the parts of the following areas owned and managed by the Crown:

- (a) Hutt River and its tributaries (as shown on deed plan OTS-068-45);

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- (b) Maitai River and its tributaries(as shown on deed plan OTS-068-46);
- (c) Wairau River, Omaka River, Ōpaoa River and Kaituna River and their tributaries (as shown on deed plan OTS-068-47);
- (d) Te Hoiere / Pelorus River and its tributaries (as shown on deed plan OTS-068-48);
- (e) Tuamarina River and its tributaries (as shown on deed plan OTS-068-49);
- (f) Buller River and its tributaries (northern portion) (as shown on deed plan OTS-068-50);
- (g) Waimea River and its tributaries (as shown on deed plan OTS-068-58); and
- (h) Motueka River and its tributaries (as shown on deed plan OTS-068-59).

5.42 A deed of recognition will require that, if the Crown is undertaking certain activities within an area that the deed relates to, the governance entity will be consulted, and regard given to its views, concerning Ngati Toa Rangatira's association with the area as described in a statement of association.

FORM AND EFFECT OF DEEDS OF RECOGNITION

5.43 A deed of recognition will be:

5.43.1 in the form in the documents schedule; and

5.43.2 issued under, and subject to, the terms provided by section 34 to 38 of the draft settlement bill.

5.44 A failure by the Crown to comply with a deed of recognition is not a breach of this deed.

CULTURAL REDRESS PROPERTIES

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

In fee simple

5.45.1 the fee simple estate in each of the following sites:

- (a) Akatarawa Road conservation area;
- (b) Former Tuamarina school house;
- (c) Rarangi (Ngati Toa Rangatira);
- (d) Rangihaeata;
- (e) Pelorus Bridge; and
- (f) Titahi Bay Road site A;

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In fee simple subject to easements

5.45.2 the fee simple estate in the following site, subject to the governance entity providing registrable easements for rights to drain sewage, stormwater and water, convey water in gross, and a right to park and a right of way in favour of Porirua City Council in relation to the site in the forms included in the documents schedule:

- (a) Titahi Bay Road site B;

In fee simple subject to a conservation covenant

5.45.3 the fee simple estate in each of the following sites, subject to the governance entity providing a registrable covenant in relation to each site in the form included in the documents schedule:

- (a) Waikutakuta / Robin Hood Bay; and
- (b) Elaine Bay;

As a scientific reserve

5.45.4 the fee simple estate in the following site (excluding improvements) as a scientific reserve with the Department of Conservation continuing to administer, control and manage the reserve:

- (a) Te Mana a Kupe;

As a scenic reserve subject to encumbrances

5.45.5 the fee simple estate in the following site as a scenic reserve jointly as tenants in common with the Ngati Rarua Settlement Trust with both appointing members to the joint management body and with that joint management body being the administering body for the reserve, subject to the governance entity and the Ngati Rarua Settlement Trust providing a registrable right of way easement in gross in favour of the Minister of Conservation in relation to that site in the form included in the documents schedule:

- (a) Tokomaru / Mount Robertson;

As an historic reserve

5.45.6 the fee simple estate in each of the following sites as historic reserves with the governance entity as the administering body unless otherwise stated:

- (a) Taputeranga Island, with Wellington City Council as the administering body for the reserve;
- (b) Onehunga Bay, subject to:
 - (i) the governance entity providing a registrable easement for a right to convey water in relation to the site in the form included in the documents schedule; and
 - (ii) clause 5.80.2, with the joint board as the administering body;

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- (c) Whitianga site (subject to the governance entity providing a registrable easement in gross in favour of Porirua City Council for a right to drain sewage and stormwater in relation to the site in the form included in the documents schedule); and
- (d) Te Arai o Wairau (subject to the governance entity providing a registrable easement in gross in favour of Marlborough District Council for a right to place a monument in relation to the site in the form included in the documents schedule);

5.45.7 the fee simple estate in the following site (excluding the historic monument) as an historic reserve jointly as tenants in common with the trustees of the Ngati Rarua Settlement Trust and the Rangitane o Wairau Settlement Trust with all three appointing members to the joint management body and with that joint management body being the administering body for the reserve:

- (a) Horahora-kākahu;

As a recreation reserve

5.45.8 the fee simple estate in each of the following sites as recreation reserves unless otherwise stated with the governance entity as the administering body:

- (a) Wainui (excluding improvements); and
- (b) Te Onepoto Bay, and subject to clause 5.80.2, with the joint board as the administering body;

5.45.9 the fee simple estate in the following site as a recreation reserve jointly as tenants in common with the Ngati Rarua Settlement Trust and the Rangitane o Wairau Settlement Trust with all three appointing members to the joint management body and with that joint management body being the administering body for the reserve:

- (a) Pukatea / Whites Bay;

In fee simple to be set apart as a Maori reservation.

5.45.10 the fee simple estate in the Taupo urupa and Whitireia urupa sites, to be set apart after vesting as if they were set apart under section 338(1) of Te Ture Whenua Maori Act 1993:

- (a) as a burial ground; and
- (b) to be held on trust by the governance entity for the benefit of Ngati Toa Rangatira.

5.46 Each cultural redress property will be:

- 5.46.1 as described in schedule 3 of the draft settlement bill;
- 5.46.2 vested on the terms provided by sections 59 to 87 of the draft settlement bill; and
- 5.46.3 subject to or together with any encumbrances in relation to that property:
 - (a) required by clause 5.45 to be provided by the governance entity; or

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- (b) required by the settlement legislation; and
- (c) in particular, referred to in schedule 3 of the settlement legislation.

- 5.47 To avoid doubt, any obligations on the governance entity under the Local Government Official Information and Meetings Act 1987 apply to the governance entity in its capacity as an administering body under the Reserves Act 1977 but not to the governance entity acting in any other capacity.
- 5.48 Part 1 of the property redress schedule applies in relation to the vesting of the cultural redress properties.

NEW AND ALTERED GEOGRAPHIC NAMES

- 5.49 The settlement legislation will, on the terms provided by sections 100 to 103 of the draft settlement bill, from the settlement date:

- 5.49.1 assign each of the following new geographic names to the North Island location set opposite it:

New geographic name	Location (topographic map and grid references)	Geographic feature type
Taupō Point	BP32 564503	Point
Kapukapuariki Rocks	BP32 628594	Reef
Mount Porirua	BP31 551528	Hill
Haukōpua Point	BP31 553542	Point
Motuhara Point	BP31 558513	Point
Te Ana-o-Hau	BP32 606572	Point
Toka Pōtaka Rock	BP31 547529	Rock

- 5.49.2 alter each of the following existing geographic names in the North Island to the altered geographic name set opposite it:

Existing geographic name (gazetted, recorded or local)	Altered geographic name	Location (topographic map and grid references)	Geographic feature type
Colonial Knob	Rangituhi / Colonial Knob	BP31 513424	Hill
Goat Point	Tawhitikuṛi / Goat Point	BP32 567496	Point
Porirua Harbour and Porirua Harbour (Pauatahanui Inlet)	Te Awarua-o-Porirua Harbour	BP31 548465	Harbour
Tokaapapa Reef (Grandfather Rock)	Toka-a-Papa Reef	BP31 553506	Reef
Te Rewarewa Point	Te Rewarewa Point	BP31 545525	Point

- 5.49.3 alter each of the following existing geographic names in the South Island to the altered geographic name set opposite it:

Existing geographic name (gazetted, recorded or local)	Altered geographic name	Location (NZTopo50 map and grid references)	Geographic feature type
Queen Charlotte Sound (Totaranui)	Queen Charlotte Sound / Tōtaranui	BQ28 764302 - BP30ptBQ30 134549	Sound

NGATI TOA RANGATIRA DEED OF SETTLEMENT

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Existing geographic name (gazetted, recorded or local)	Altered geographic name	Location (NZTopo50 map and grid references)	Geographic feature type
		BP29,BQ29, BQ28	
Port Underwood	Te Whanganui / Port Underwood	BQ29 943246 BQ29 945249	Bay
Pelorus Sound	Pelorus Sound / Te Hoiere	BP28 810530 - BQ28 645318	Sound
Cloudy Bay	Te Koko-o-Kupe / Cloudy Bay	BQ29 934109	Bay
Fighting Bay	Ōraumoa / Fighting Bay	BQ29 005250	Bay
Pelorus River	Te Hoiere / Pelorus River	BQ28 638317 - BR26 250058	River
Whites Bay	Pukatea / Whites Bay	BQ29 884176	Bay
Mount Robertson	Tokomāru / Mount Robertson	BQ29 855221	Hill
Robin Hood Bay	Waikutakuta / Robin Hood Bay	BQ29 902207	Bay

RELATIONSHIPS WITH LOCAL AUTHORITIES

5.50 Following the signing of this deed of settlement, the Minister for Treaty of Waitangi Negotiations will provide letters of introduction to the following local authorities encouraging each authority to enhance their relationship with the governance entity, for example by developing a Memorandum of Understanding between the authority and the governance entity:

- 5.50.1 Wellington City Council;
- 5.50.2 Porirua City Council;
- 5.50.3 Upper Hutt City Council;
- 5.50.4 Lower Hutt City Council;
- 5.50.5 Manawatu-Wanganui Regional Council (Horizons Regional Council);
- 5.50.6 Kapiti Coast District Council;
- 5.50.7 Wellington Regional Council;
- 5.50.8 Nelson City Council;
- 5.50.9 Tasman District Council;
- 5.50.10 Marlborough District Council; and
- 5.50.11 Buller District Council.

LETTERS OF INTRODUCTION

5.51 Following the signing of this deed of settlement, the Minister for Treaty of Waitangi Negotiations will write to the entities identified in clause 5.52 to:

- 5.51.1 introduce the governance entity; and

5: CULTURAL REDRESS

5.51.2 encourage the entities identified in clause 5.52 to establish an ongoing relationship with Ngati Toa Rangatira regarding Ngati Toa Rangatira taonga.

5.52 The entities referred to in clause 5.51 are:

5.52.1 Department of Internal Affairs (National Library and Archives New Zealand functions);

5.52.2 the New Zealand Film Archive;

5.52.3 the New Zealand Historic Places Trust; and

5.52.4 the museums as listed in part 7 of the documents schedule.

TAWHITO WHENUA

5.53 The Crown acknowledges Ngati Toa Rangatira's aspirations to display Tawhito Whenua at Parliament, and notes the discussions between Ngati Toa Rangatira and Te Papa Tongarewa regarding its provenance and that the permission of the Speaker of the House is required for display of taonga at Parliament.

5.54 The Office of Treaty Settlements will facilitate discussions between Ngati Toa Rangatira, Parliamentary Service and Te Papa Tongarewa in relation to the display of Tawhito Whenua (currently held by Te Papa Tongarewa).

RELATIONSHIP AGREEMENT WITH TE PAPA TONGAREWA

5.55 Ngati Toa Rangatira and Te Papa Tongarewa are developing a relationship agreement that will be finalised before settlement date.

SOUTHERN ROHE

5.56 The Crown will pay the governance entity the sum of \$500,000 in acknowledgement of claims within Ngati Toa Rangatira's southern rohe.

QUEEN ELIZABETH PARK CAMPING GROUND

Status and Management

5.57 The settlement legislation will, on the terms provided by sections 157 to 161 of the draft settlement bill, provide that:

5.57.1 the classification of the reserve comprising the Queen Elizabeth Park campground site (**campground site**) is changed from a recreation reserve to a local purpose reserve for campground purposes subject to section 23 of the Reserves Act 1977;

5.57.2 the classification of the campground site as a local purpose reserve for campground purposes includes the purpose that there must be a reasonable opportunity to undertake affordable camping on the campground site;

5.57.3 the governance entity is appointed to control and manage the campground site as if that appointment was made under section 28 of the Reserves Act 1977 (**appointment**);

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- 5.57.4 the governance entity, for the proper and beneficial management of the campground site, may enter into an arrangement with another entity for the purpose of that other entity undertaking the management, administration and control of the campground site, as if that arrangement was entered into under section 61(1) of the Reserves Act 1977;
- 5.57.5 to avoid doubt, a concession is not required under section 59A of the Reserves Act 1977 or Part 3B of the Conservation Act 1987 in relation to an arrangement entered into under clause 5.57.4;
- 5.57.6 despite section 80 of the Reserves Act 1977, the governance entity may apply any income derived from the campground site to:
- (a) the campground site;
 - (b) any other reserve subject to the Reserves Act 1977 for which the governance entity is the administering body;
 - (c) any Maori reservation subject to Te Ture Whenua Maori Act 1993, owned by the governance entity; and
 - (d) the restoration or protection of natural, ecological or historic values on any other land owned by the governance entity;
- 5.57.7 sections 79 and 84 of the Reserves Act 1977 do not apply to the campground site;
- 5.57.8 sections 24 and 25 of the Reserves Act 1977 are not to apply to the change of classification or purpose under the settlement legislation of the reserve status of the campground site; and
- 5.57.9 the campground improvements are authorised to remain on the campground site in accordance with the provisions of clauses 5.57 to 5.71.
- 5.58 If for any reason the governance entity no longer wishes to control and manage the campground site it may apply to the Minister of Conservation for its appointment to control and manage to be revoked under section 28 of the Reserves Act 1977.

Revocation of appointment to control and manage

- 5.59 The settlement legislation will, on the terms provided by section 161 of the draft settlement bill, provide that if the Minister has any concerns as to the control and management of the campground site by the governance entity such that the Minister is considering revoking or amending the appointment:
- 5.59.1 the Minister will give notice to the governance entity setting out those concerns (**Minister's notice**) and giving the governance entity an opportunity to respond;
 - 5.59.2 the Minister's notice will state that the governance entity may provide a response within two months of the date upon which the Minister's notice is received by the governance entity; and

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5.59.3 when making a decision on whether to revoke or amend the appointment the Minister must, in addition to considering other relevant matters under the Reserves Act 1977, take into account:

- (a) any response from the governance entity to the Minister's notice which is received by the Minister within the two month timeframe identified in clause 5.59.2; and
- (b) the fact that the appointment of the governance entity to control and manage the campground site was made through, and in the context of, a deed of settlement.

5.60 The settlement legislation will, on the terms provided by section 161 of the draft settlement bill, provide that after considering any response from the governance entity under clause 5.59.2, the Minister shall notify the governance entity of its decision whether to revoke or amend the appointment.

Vesting of campground improvements

5.61 The settlement legislation will, on the terms provided by section 159(1) of the draft settlement bill, vest the campground improvements in the governance entity on the settlement date.

Campground lease and campground improvements

5.62 If the governance entity applies under clause 5.58 to have its appointment revoked or, if the Minister decides to revoke the appointment, the Director-General will:

- 5.62.1 enter into discussions with the governance entity as to whether the Crown wishes to acquire the campground improvements; and
- 5.62.2 if the Crown does wish to acquire the campground improvements, what price and other terms and conditions apply to the transfer of ownership of the campground improvements to the Crown.

5.63 If the Crown does not wish to acquire the campground improvements, the governance entity will, if requested by the Director-General, remove the campground improvements:

- 5.63.1 within a reasonable period of time to be specified by the Director-General; and
- 5.63.2 at the expense of the governance entity.

5.64 If the governance entity fails to remove the campground improvements within the period of time specified in clause 5.63.1:

- 5.64.1 ownership of the campground improvements may, at the Crown's election, pass to the Crown; or
- 5.64.2 the Director-General may have the campground improvements removed; and
- 5.64.3 any reasonable costs incurred by the Director-General as a result of removing the campground improvements and making good any resulting damage, may be recovered from the governance entity.

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- 5.65 The governance entity agrees that it will keep and maintain the campground improvements in good order and repair, and keep them insured under a policy of indemnity to full insurable value, until:
- 5.65.1 the governance entity's appointment is revoked; or
 - 5.65.2 the Crown acquires the campground improvements under clause 5.62 or 5.64.1; or
 - 5.65.3 the campground improvements are removed under clause 5.64.3,
- whichever is the earliest.

Dispute resolution in relation to campground improvements

- 5.66 If either party claim that a difference or dispute has arisen in relation to clause 5.62 to 5.64, that party may give written notice to the other party specifying the nature and details of the dispute.
- 5.67 Within 10 business days of receipt of that notice, the parties must shall meet to endeavour to resolve the dispute.
- 5.68 If the dispute is not resolved within 20 business days of receipt of the notice of dispute, either party by notice to the other party may refer the dispute to mediation. The mediation will be conducted in Wellington under the LEADR New Zealand Incorporated (**LEADR**) standard mediation agreement. If the parties do not agree on a mediator or the mediator's fees within five (5) business days of receipt of the notice of mediation, the mediator shall be appointed or the fees set by the chair of LEADR (or his/her nominee) at the request of either party. The parties shall bear the mediator's fees equally.
- 5.69 If the dispute is not resolved within 30 business days of the appointment of the mediator, either party may by notice to the other party refer the dispute to arbitration. The arbitration will be conducted in Wellington by a single arbitrator under the Arbitration Act 1996. If the parties do not agree on an arbitrator within five (5) business days of receipt of the notice of arbitration, the arbitrator shall be appointed by the President of the New Zealand Law Society (or his/her nominee) at the request of either party. The Arbitrator's decision shall be final and binding on the Parties.
- 5.70 The arbitration shall be conducted in accordance with the Arbitration Act 1996 and the parties expressly include the provisions of the Second Schedule of the Act and reserve the right to appeal to the High Court on any question of law arising out of an award.
- 5.71 In respect of any time periods prescribed in relation to any arbitration, time shall be of the essence.

Right of first refusal

- 5.72 The campground site is the subject of a right of first refusal in favour of the governance entity as set out in clauses 6.48 to 6.50.

RIVER AND FRESHWATER ADVISORY COMMITTEE

- 5.73 Despite the inclusion of the River and Freshwater Advisory Committee redress in this deed, clauses 5.74 and 5.75 (excluding clause 5.74.3) only apply to Ngati Toa

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Rangatira once the Ngati Toa Rangatira governance entity has elected to participate in that Committee.

5.74 The parties acknowledge that:

5.74.1 the iwi with interests in Te Tau Ihu have agreed to form an advisory committee in relation to the management of rivers and fresh water;

5.74.2 the advisory committee is intended to work in a collaborative manner with the common purpose of promoting the health and wellbeing of the rivers and fresh water within the jurisdiction of the relevant councils;

5.74.3 in undertaking its work the advisory committee will respect and operate in a manner that recognises that while some resource management issues will be of generic interest to all iwi with interests in Te Tau Ihu, other issues may be of interest primarily to particular iwi;

5.74.4 the formation of the advisory committee provides a foundation for the participation of the iwi with interests in Te Tau Ihu in the management by the relevant councils of rivers and fresh water, and the relevant councils and iwi may work together to enhance that participation through other means;

5.74.5 the relevant councils may, without further inquiry, accept any advice from the advisory committee as being in accordance with the procedural requirements of the advisory committee; and

5.74.6 the iwi participating in the advisory committee will each contribute equally to meeting the costs of the advisory committee.

5.75 The settlement legislation will, on the terms provided by sections 161A to 161G of the draft settlement bill, provide:

5.75.1 for the establishment of an advisory committee in relation to the management of rivers and fresh water within the jurisdictions of:

(a) Marlborough District Council;

(b) Nelson City Council; and

(c) Tasman District Council;

together the **relevant councils**;

5.75.2 subject to clause 5.75.3, for the advisory committee to be comprised of a maximum of eight members, with one member to be appointed by each of the governance entities for the eight iwi with interests in Te Tau Ihu;

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- 5.75.3 that following the settlement date, any of the governance entities for the eight iwi with interests in Te Tau Ihu may give notice to the other governance entities of its intention to appoint a member to the advisory committee;
- 5.75.4 for the opportunity for the advisory committee to provide timely advice to each of the relevant councils in response to an invitation in relation to the management of rivers and fresh water under the Resource Management Act 1991:
- (a) prior to a relevant council making decisions on the review of policy statements or plans under section 79 of the Resource Management Act 1991;
 - (b) prior to a relevant council preparing or changing policy statements or plans under clause 2 of Schedule 1 of the Resource Management Act 1991; and
 - (c) prior to a relevant council notifying a proposed policy statement or plan under clause 5 of Schedule 1 (with reference to section 32 of the Resource Management Act 1991);
- 5.75.5 that the relevant councils will, when exercising functions and powers in relation to the matters set out in clause 5.75.4, extend an invitation to the advisory committee to provide advice in relation to the management of rivers and fresh water under the Resource Management Act 1991;
- 5.75.6 that where a relevant council extends an invitation to the advisory committee to provide advice, the advisory committee must provide any advice no later than two months after the date upon which the invitation is received by the advisory committee (or such other period as may be agreed between a relevant council and the committee);
- 5.75.7 that where the time period specified in clause 5.75.4 has been complied with, the relevant councils will, when exercising functions and powers in relation to the matters set out in clause 5.75.4, have regard to the advice of the advisory committee to the extent that advice relates to the management of rivers and fresh water under the Resource Management Act 1991;
- 5.75.8 for the advisory committee to:
- (a) regulate its own procedure;
 - (b) operate on the basis of consensus decision making;
 - (c) have a quorum of a majority of the members of the committee; and
 - (d) nominate an address for service and advise the relevant councils of this address;
- 5.75.9 that the advisory committee may request information from the relevant councils on the carrying out by the relevant councils of the functions and powers referred to in clause 5.75.4;

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- 5.75.10 that upon receipt of a request under clause 5.75.9, the relevant councils will, where reasonably practicable, provide information to the advisory committee on the matters contained in that request;
- 5.75.11 that the advisory committee may request that one or more representatives of the relevant councils attend a meeting of the advisory committee;
- 5.75.12 that where reasonably practicable the relevant councils will comply with a request under clause 5.75.11, and that council may determine the appropriate representatives to attend any such meeting;
- 5.75.13 that each relevant council will not be required to attend any more than four meetings in any one calendar year;
- 5.75.14 that the advisory committee will give a relevant council at least 10 business days notice of any such meeting;
- 5.75.15 that the advisory committee will provide a meeting agenda with any request made under clause 5.75.11;
- 5.75.16 that subject to the prior written agreement of the advisory committee and a relevant council, the advisory committee may provide advice to that council on any other matter under the Resource Management Act 1991;
- 5.75.17 that any agreement between a relevant council and the advisory committee under clause 5.75.16 may be terminated by either party by notice in writing; and
- 5.75.18 that to avoid doubt, the obligations under this clause 5.75 are additional to, and do not derogate from any other obligations of a relevant council under the Resource Management Act 1991.

WHITIREIA PARK MANAGEMENT ARRANGEMENT

5.76 Clause 5.45 of this deed provides for:

- 5.76.1 the Onehunga Bay site to be vested in the governance entity as an historic reserve; and
- 5.76.2 Te Onepoto Bay site to be vested in the governance entity as a recreation reserve.

5.77 The parties have agreed that:

- 5.77.1 the Whitireia Park recreation reserve will be controlled and managed by a joint board comprising equal numbers of members appointed by the governance entity and by the Wellington Regional Council (**joint board**); and
- 5.77.2 the joint board will control and manage the Onehunga Bay historic reserve and Te Onepoto Bay recreation reserve and be the administering body for these reserves, unless the governance entity gives notice that it wishes to assume the role of administering body for those reserves.

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Joint Board

- 5.78 A joint board is established to control and manage the Whitireia Park recreation reserve, the Onehunga Bay historic reserve and Te Onepoto Bay recreation reserve (the **three reserves**).
- 5.79 The joint board is appointed to control and manage the three reserves as if that appointment was made under section 30 of the Reserves Act 1977, but that section has no other application to the joint board.
- 5.80 The joint board is comprised of up to:
- 5.80.1 three members appointed by the governance entity; and
 - 5.80.2 three members appointed by the Wellington Regional Council;
- (those appointing entities each being an **appointer**)
- 5.81 A member of the joint board may be appointed, reappointed or discharged at the discretion of the appointer.
- 5.82 Where there is a vacancy on the joint board, the relevant appointer will fill that vacancy as soon as is reasonably practicable.
- 5.83 At its first meeting, the joint board will:
- 5.83.1 appoint an initial Chair of the joint board;
 - 5.83.2 adopt an initial set of standing orders for the operation of the joint board; and
 - 5.83.3 agree an initial schedule of meetings for the joint board.
- 5.84 The quorum for a meeting of the joint board will be:
- 5.84.1 at least two members appointed by the governance entity; and
 - 5.84.2 at least two members appointed by the Wellington Regional Council.
- 5.85 Decisions of the joint board will be made by a simple majority of those members present and voting at a meeting of the joint board.
- 5.86 The Chair of the joint board will have a deliberative vote but will not have a casting vote.
- 5.87 Subject to clauses 5.83 to 5.86, and compliance with the Reserves Act 1977, the joint board may regulate its own procedure.
- 5.88 Sections 31 and 32 of the Reserves Act 1977 do not apply to the joint board.
- 5.89 To avoid doubt, the joint board is not a committee or joint committee of a local authority for the purposes of the Local Government Act 2002 or any other Act.

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Onehunga Bay and Te Onepoto Bay reserves

- 5.90 If the governance entity intends to assume the role of administering body for one or both of the Onehunga Bay historic reserve and Te Onepoto Bay recreation reserve:
- 5.90.1 the governance entity will give notice of such intention to the Minister of Conservation and the joint board; and
- 5.90.2 the Minister will by notice in the *Gazette* declare that:
- (a) the joint board is no longer the administering body for one or both of the Onehunga Bay historic reserve and Te Onepoto Bay recreation reserve, as the case may be; and
- (b) the governance entity is the administering body for one or both of the reserves as the case may be.
- 5.91 While the joint board is the administering body of the Onehunga Bay historic reserve and Te Onepoto Bay recreation reserve, in relation to any application for a statutory authorisation over those reserves:
- 5.91.1 the governance entity will be the decision maker in respect of that application under the Reserves Act 1977 as if the governance entity was the administering body of those reserves; and
- 5.91.2 to avoid doubt, section 59A of the Reserves Act 1977 and Part 3B of the Conservation Act 1987 (which relate to concessions) do not apply.
- 5.92 The governance entity and Wellington Regional Council have agreed that the joint board will enter into a memorandum of understanding regarding the Council's provision of advisory and administrative services to the joint board and the Council's day-to-day management of the Whitireia Park recreation reserve, the Onehunga Bay historic reserve and Te Onepoto Bay recreation reserve.
- 5.93 Wellington Regional Council has agreed to consult with the governance entity in developing the draft memorandum of understanding, and Wellington Regional Council and the governance entity shall seek to reach agreement on the content of the draft memorandum of understanding prior to it being submitted to the joint board for consideration.

Management plan

- 5.94 The joint board will prepare a management plan for the Whitireia Park recreation reserve in accordance with section 41 of the Reserves Act 1977.
- 5.95 To avoid doubt, the joint board will submit the management plan for the approval of the Minister of Conservation under section 41(1) of the Reserves Act 1977, and section 41(13) of that Act will not apply.
- 5.96 The management plan will also cover the Onehunga Bay historic reserve and Te Onepoto Bay recreation reserve if those reserves are controlled and managed by the joint board on the date upon which the management plan is approved by the Minister of Conservation, and the Minister of Conservation's approval role will include approval of the management plan in respect of those two reserves.

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- 5.97 If the Minister gives notice under clause 5.90.2, the management plan continues to apply to the Onehunga Bay historic reserve and Te Onepoto Bay recreation reserve, and the governance entity must comply with that plan, until such time as a replacement plan is prepared and approved for the reserve.

Settlement legislation

- 5.98 The settlement legislation will, on the terms provided by sections 149 to 161 of the draft settlement bill, provide for the matters set out in clauses 5.76 to 5.97.

HAKA KA MATE

Background

- 5.99 The haka Ka Mate was composed by Te Rauparaha, a Rangatira of Ngati Toa Rangatira, and is one of his many legacies to his iwi. The haka Ka Mate is a taonga of Ngati Toa Rangatira and is an integral part of Ngati Toa Rangatira history, culture and identity.
- 5.100 It has come to represent to Ngati Toa Rangatira not only the survival of Te Rauparaha but a part of Ngati Toa Rangatira's collective identity, the re-establishment and re-invention of that iwi due to the vision and actions of Te Rauparaha.
- 5.101 Ngati Toa Rangatira regard themselves as the kaitiaki (guardians) of the haka Ka Mate and Te Runanga has been charged by the iwi to celebrate the haka Ka Mate on behalf of the descendants of Te Rauparaha and the iwi and protect the haka Ka Mate from culturally inappropriate and offensive use.

Protection for the haka Ka Mate - the domestic and international policy context

- 5.102 The protection, preservation and promotion of traditional knowledge and indigenous cultural expressions are being considered both domestically and internationally. In New Zealand, these issues have been raised primarily in the Wai 262 Treaty of Waitangi claim. In July 2011 the Waitangi Tribunal released its report Ko Aotearoa Tenei on the Wai 262 claim relating to New Zealand's laws and policy affecting Maori culture, identity and traditional knowledge. Ko Aotearoa Tenei contains a number of recommendations to better protect Maori interests in relation to 'taonga works' or traditional knowledge and cultural expressions, including changes to New Zealand's intellectual property framework.
- 5.103 Issues around traditional knowledge are also being considered by several international organisations, including the World Intellectual Property Organisation (**WIPO**) and the Convention on Biological Diversity. At the international level, New Zealand has actively participated in discussions of WIPO and other forums about the protection of traditional knowledge. The WIPO Intergovernmental Committee on Intellectual Property and Genetic Resources, Traditional Knowledge and Folklore is currently undertaking work with the objective of reaching an agreement on a text of an international legal instrument (or instruments) which will ensure the effective protection of traditional knowledge, cultural expressions and genetic resources. The work of these organisations provides useful input for New Zealand's domestic policy development.
- 5.104 The redress for the haka Ka Mate, set out in this deed, reflects the fact that policy development on the protection of traditional knowledge and cultural expressions is still in its infancy. The right of attribution in the Haka Ka Mate Attribution legislation is

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inspired by the moral rights framework under copyright law. However, intellectual property frameworks are not the only method of protection. The Crown is therefore committed to involve Ngati Toa Rangatira, in wider consultation with Maori in general, in relevant policy development in relation to the protection, preservation and promotion of traditional knowledge and cultural expressions.

Crown acknowledgement and recognition

5.105 The Haka Ka Mate Attribution legislation will, on the terms provided by section 8 of the draft Haka Ka Mate Attribution Bill, provide for:

5.105.1 an acknowledgement by the Crown of the significance of the haka Ka Mate as a taonga of Ngati Toa Rangatira and an integral part of the history, culture and identity of Ngati Toa Rangatira;

5.105.2 an acknowledgement by the Crown of the statement of association made by Ngati Toa Rangatira and set in the Schedule of the draft Haka Ka Mate Attribution Bill, relating to:

- (a) the composition of the haka Ka Mate by Te Rauparaha;
- (b) Ngati Toa Rangatira's particular cultural, spiritual, historical and traditional association with the haka Ka Mate;
- (c) Ngati Toa Rangatira's ongoing role as kaitiaki of the haka Ka Mate; and
- (d) Ngati Toa Rangatira's values concerning the use and performance of the haka Ka Mate; and

5.105.3 Crown recognition that Ngati Toa Rangatira hold the right of attribution.

Right of attribution

5.106 It is the intention of the parties that Ngati Toa Rangatira have a right of attribution in perpetuity in relation to the haka Ka Mate that is non-assignable.

5.107 The Haka Ka Mate Attribution legislation will, on the terms provided by section 9 of the draft Haka Ka Mate Attribution Bill, provide that:

5.107.1 Ngati Toa Rangatira have a right of attribution in relation to the haka Ka Mate;

5.107.2 the right of attribution provides Ngati Toa Rangatira with the right for Te Rauparaha to be identified clearly and reasonably prominently as both the composer of the haka Ka Mate and a chief of Ngati Toa Rangatira;

5.107.3 the right of attribution applies to:

- (a) any publication of the haka Ka Mate for commercial purposes;
- (b) any communication of the haka Ka Mate to the public;
- (c) any film that features the haka Ka Mate and is shown in public or is issued to the public;

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5.107.4 the identification is to be provided by a statement that is likely to bring Te Rauparaha's identity as composer of the haka Ka Mate and a chief of Ngati Toa Rangatira to the attention of a person seeing or hearing the communication; and

5.107.5 the right of attribution is subject to any written waiver given, or written agreement entered into, by the rights representative.

Right of attribution does not apply to certain things

5.108 The Haka Ka Mate Attribution legislation will, on the terms provided by section 10 of the draft Haka Ka Mate Attribution Bill, provide that the right of attribution does not apply to:

5.108.1 any performance in public of the haka Ka Mate (including by any New Zealand Kapa Haka group);

5.108.2 use of the haka Ka Mate for educational purposes; and

5.108.3 any work made for the purpose of criticism, review or news reporting.

Remedy for failure to attribute

5.109 The Haka Ka Mate Attribution legislation will, on the terms provided by section 11 of the draft Haka Ka Mate Attribution Bill, provide that:

5.109.1 the right of attribution may be enforced only by obtaining a declaratory judgment or order under the Declaratory Judgments Act 1908 against a person responsible for applying the right of attribution for the thing to which the right applies;

5.109.2 the right of attribution may be enforced only by the rights representative on behalf of Ngati Toa Rangatira; and

5.109.3 the Court may award costs under section 13 of the Declaratory Judgments Act 1908.

Review of the legislation

5.110 The Haka Ka Mate Attribution legislation will be reviewed by the Ministry of Business, Innovation and Employment five years after its commencement with a view to considering additional protection of the haka Ka Mate if not already provided for by that time in more generic legislation or policy.

For avoidance of doubt

5.111 The provisions, in relation to the haka Ka Mate in this deed and in the Haka Ka Mate Attribution legislation, do not:

5.111.1 prevent Ngati Toa Rangatira from benefiting from the Crown's response to the Waitangi Tribunal report Ko Aotearoa Tenei;

5.111.2 pre-determine the Crown's response to the Waitangi Tribunal report Ko Aotearoa Tenei;

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- 5.111.3 replace or prejudice any intellectual property protection in respect of the haka Ka Mate that Ngati Toa Rangatira may acquire or to which it may be entitled now or in the future; or
- 5.111.4 confer on Ngati Toa an entitlement to:
- (a) require any person to obtain consent in advance of any treatment of the haka Ka Mate; or
 - (b) charge, levy or accept any form of royalties, compensation or damages in respect of any treatment of the haka Ka Mate.

Awareness raising

- 5.112 As part of their role as kaitiaki, Ngati Toa Rangatira have provided guidance in the statement of association as to the meaning, significance and history of the haka Ka Mate and Ngāti Toa's values concerning the appropriate use and performance of the haka Ka Mate. Potential users are encouraged to consult with Ngati Toa Rangatira on their proposed use of the haka Ka Mate as a matter of courtesy.
- 5.113 After settlement date the Minister for Treaty of Waitangi Negotiations will write to the Minister of Maori Affairs and the Minister of Commerce requesting a meeting with Ngati Toa Rangatira to discuss New Zealand's involvement with international processes and cultural awareness in New Zealand with respect to the haka Ka Mate.

CULTURAL REDRESS GENERALLY NON-EXCLUSIVE

- 5.114 The Crown may do anything that is consistent with the cultural redress, including entering into, and giving effect to, another settlement that provides for the same or similar cultural redress.
- 5.115 Clause 5.114 is not an acknowledgement by Ngati Toa Rangatira or the Crown that any other iwi or group has interests in relation to land or an area to which any cultural redress relates.

6 FINANCIAL AND COMMERCIAL REDRESS

FINANCIAL REDRESS

- 6.1 The Crown will pay the governance entity on the settlement date an amount equal to:
- 6.1.1 the financial and commercial redress amount of \$40,000,000;
 - 6.1.2 \$10,000,000 in recognition of the Crown's actions in undermining the maritime domain of Ngati Toa Rangatira in the Cook Strait region in the nineteenth century;
- less:
- 6.1.3 the total transfer value of the licensed land properties being transferred on settlement date, being \$24,000,000; and
 - 6.1.4 the total transfer value of the commercial redress properties (excluding the licensed land properties) being transferred on settlement date in accordance with clause 6.6.
- 6.2 The Crown will pay to the governance entity, within five (5) business days of the date of this deed, the following amounts:
- 6.2.1 \$6,610,000 for capacity building;
 - 6.2.2 \$11,500,000 that may be used by the governance entity to purchase properties;
 - 6.2.3 \$1,000,000 towards Whare Taonga;
 - 6.2.4 \$1,000,000 towards Papakainga housing; and
 - 6.2.5 \$500,000 being the amount referred to in clause 5.56,
- less:
- 6.2.6 the on-account payment totalling \$2,010,684.93 referred to in clause 6.3.

ON-ACCOUNT PAYMENT

- 6.3 The parties acknowledge that \$2,010,684.93 towards the payment for capacity building was paid to Te Runanga on account of the settlement on 11 February 2009, being the date of the letter of agreement.

COMMERCIAL REDRESS PROPERTIES, COMMERCIAL REDRESS PROPERTY FOR NO CONSIDERATION, COMMERCIAL PROPERTIES, LEASEBACK PROPERTIES AND DEFERRED SELECTION PROPERTIES

Selection of properties for valuation

- 6.4 No later than four months after the date of this deed, in accordance with part 6 of the property redress schedule and subject to clause 6.5, the governance entity may select for valuation any property described in table 1 or table 2 of part 8 of the property redress schedule.
- 6.5 The governance entity may only select a leaseback property for valuation under clause 6.4 if the relevant land holding agency and the governance entity have agreed on the final form of the relevant Crown leaseback as specified in part 5 of the documents schedule within three months after the date of this deed.

Commercial redress properties

- 6.6 A property described in table 1 or table 2 of part 8 of the property redress schedule will be a commercial redress property, and transferred by the Crown to the governance entity on the settlement date on the terms and conditions in part 2 of the property redress schedule if:
- 6.6.1 that property was selected for transfer within the commitment period:
- (a) in accordance with paragraph 6.6 of the property redress schedule; and
 - (b) no later than 30 business days before the settlement date; and
- 6.6.2 the transfer value of that property will not result in the available financial redress amount being exceeded.
- 6.7 To avoid doubt, the Crown and the governance entity agree that the purpose of clause 6.6 is to ensure that the total transfer values of the potential commercial redress properties selected for transfer on settlement date shall not exceed the available financial redress amount.

Commercial redress property for no consideration

- 6.8 The commercial redress property for no consideration, being the Caretaker's residence and Office Block, as described in table 3 in part 8 of the property redress schedule, will be transferred by the Crown to the governance entity on the following terms:
- 6.8.1 the reservation of the property as a recreation reserve subject to the Reserves Act 1977 is revoked;
- 6.8.2 as redress, for no consideration;
- 6.8.3 subject to paragraph 2.1B of the property redress schedule, on the terms of transfer in part 2 of that schedule;
- 6.8.4 subject to the governance entity providing a registrable easement for a right to drain stormwater in gross in favour of Kapiti Coast District Council on the terms and conditions set out as "type E" in part 6 of the documents schedule (subject to any variations in form necessary only to ensure its registration); and

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- 6.8.5 together with the Crown (acting through the Minister of Conservation) granting to the governance entity by or on the settlement date, registrable easements for rights to drain water and sewage, to convey water, stormwater, electricity, gas, telecommunications and computer media and a right of way, all on the terms and conditions set out as "type F" in part 6 of the documents schedule (subject to any variations in form necessary only to ensure its registration); and
- 6.8.6 subject to the creation of any other easements necessary to enable subdivision of the property.

Commercial properties

- 6.9 A property described in table 1 or table 2 of part 8 of the property redress schedule will be a commercial property, and purchased by the governance entity 30 business days after the settlement date on the terms and conditions in part 5 of the property redress schedule, if that property was selected by the governance entity for transfer within the commitment period:
- 6.9.1 in accordance with paragraph 6.6 of the property redress schedule; but
- 6.9.2 later than 30 business days before the settlement date; and/or
- 6.9.3 the transfer value of that property will result in the available financial redress amount being exceeded.

Deferred selection properties

- 6.10 A property described in table 1 or table 2 of part 8 of the property redress schedule will be a deferred selection property, and may be purchased by the governance entity at any time from the settlement date until the end of the deferred selection period on the terms and conditions in parts 4 and 5 of the property redress schedule, if that property:
- 6.10.1 was not selected for valuation by the governance entity in accordance with clause 6.4; or
- 6.10.2 was unavailable for selection by the governance entity in accordance with clauses 6.5 or 6.12; or
- 6.10.3 was selected for valuation but was not selected by the governance entity for transfer in accordance with paragraph 6.6 of the property redress schedule.

Leaseback properties

- 6.11 Table 1 in part 8 of the property redress schedule specifies the leaseback properties to be leased back to the Crown immediately following any transfer under clause 6.6, 6.9 or 6.10 to the governance entity on the terms and conditions provided by the relevant lease for that property being:
- 6.11.1 in the agreed final form in part 5 of the documents schedule if the relevant lease is marked as being in its agreed final form; or
- 6.11.2 in the form agreed to replace that form in part 5 of the documents schedule pursuant to clause 6.5 or 6.12 if the relevant lease is marked as a draft and not marked as being in its agreed final form.

As the leases to be agreed will each be a registrable ground lease of the property, only the bare land, and not the improvements, may transfer to the governance entity (as

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either a commercial redress property, a committed property or a deferred selection property). The final form of lease must be agreed in accordance with clause 6.5 prior to the valuation of any such property in accordance with part 4 of the property redress schedule.

- 6.12 If the relevant land holding agency and the governance entity have not reached agreement in accordance with clause 6.5 (on the final form of the relevant Crown leaseback), the Crown may, at any time after three months after the date of this deed, give written notice to the governance entity advising it that none of the relevant land holding agency's properties are available for selection by the governance entity under clause 6.4. From the date of receipt of such notice, as provided in clause 6.10, those properties shall be deferred selection properties and parts 4 and 5 of the property redress schedule shall apply to those properties.
- 6.13 A leaseback property will cease to be a deferred selection property, but the governance entity will continue to have a right of first refusal in relation to that property (in accordance with clause 6.48), if:
- 6.13.1 all or any part of that leaseback property becomes surplus to a land holding agency's requirements; and
- 6.13.2 the Crown, at any time during the deferred selection period and before the governance entity has given a notice to the Crown in accordance with paragraph 4.2 of the property redress schedule, gives written notice to the governance entity advising it that the leaseback property is no longer available for selection by the governance entity in accordance with clause 6.10.

WELLINGTON CENTRAL POLICE STATION IMPROVEMENTS

- 6.14 Subject to clause 6.15, from the date the governance entity becomes the registered proprietor and for so long as the governance entity or a Ngati Toa Rangatira entity is the registered proprietor of Wellington Central Police Station until the date being 10 years from the settlement date, the governance entity may purchase the improvements on the terms and conditions in part 9 of the property redress schedule.
- 6.15 The improvements are to be leased back to the Crown immediately following their purchase by the governance entity. The governance entity's right to purchase the improvements in accordance with clause 6.14 is subject to the governance entity and the land holding agency first agreeing on:
- 6.15.1 the terms of the lease upon which the improvements are to be leased back; and
- 6.15.2 any necessary amendments to the Crown leaseback (being a ground lease) of the Wellington Central Police Station.
- 6.16 The Crown and the governance entity agree that it is the parties' intention that ownership of the improvements and the fee simple estate in the Wellington Central Police Station is to be held by the same registered proprietor. To this end:
- 6.16.1 the parties agree to cooperate to include a provision in the relevant lease documentation to reflect this intention; and
- 6.16.2 in the event that at the time the improvements are purchased by the governance entity, a Ngati Toa Rangatira entity is the registered proprietor of

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the fee simple estate in the Wellington Central Police Station, then the governance entity agrees to promptly effect a transfer of the improvements to that Ngati Toa Rangatira entity.

SETTLEMENT LEGISLATION

6.17. The settlement legislation will, on the terms provided by sections 162 to 167 of the draft settlement bill, enable the transfer of the commercial redress properties and the deferred selection properties.

LICENSED LAND PROPERTIES

6.18. The Crown will transfer the licensed land properties to the governance entity on the settlement date in accordance with the terms and conditions in part 2 of the property redress schedule.

6.19. The licensed land property described as Queen Charlotte Forest in part 3 of the property redress schedule includes the 100 hectares of land with cultural association for Ngati Toa Rangatira as shown on deed plan OTS-068-72.

6.20. The transfer of a licensed land property under clause 6.18 by the Crown to the governance entity will be:

6.20.1 subject to, and where applicable with the benefit of, the encumbrances provided in the disclosure information in relation to the licensed land properties; and

6.20.2 in addition to any encumbrances referred to in clause 6.20.1, where set out in the table in part 3 of the property redress schedule, also subject to:

- (a) the governance entity providing to the Crown, before the registration of the transfer for the licensed land property, a right of way easement in gross on the terms and conditions set out as "type A" in part 6 of the documents schedule (subject to any variations in form necessary only to ensure its registration);
- (b) the Crown granting to the governance entity, before the registration of the transfer for the licensed land property, a right of way easement on the terms and conditions set out as "type B" in part 6 of the documents schedule (subject to any variations in form necessary only to ensure its registration);
- (c) the governance entity and Te Atiawa o Te Waka-a-Maui Trust, before the registration of the transfer for the licensed land property known as Queen Charlotte Forest, granting to each other right of way easements on the terms and conditions set out as "type C" and "type D" in part 6 of the documents schedule (subject to any variations in form necessary only to ensure its registration); and
- (d) the parties to the easements referred to in clause 6.20.2(a),(b) and (c) being bound by the easement terms from settlement date.

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- 6.21 The settlement legislation will, on the terms provided by sections 168 to 175 of the draft settlement bill, provide for the following in relation to the licensed land properties:
- 6.21.1 the transfer by the Crown to the governance entity;
 - 6.21.2 it to cease to be Crown forest land upon registration of the transfer;
 - 6.21.3 the Crown to give notice under section 17(4)(b) of the Crown Forest Assets Act 1989 terminating the Crown forestry licence, in so far as it relates to the licensed land properties, at the expiry of the period determined under that section, as if:
 - (a) the Waitangi Tribunal had made a recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the return of each licensed land property to Maori ownership; and
 - (b) the Waitangi Tribunal's recommendation became final on settlement date;
 - 6.21.4 the governance entity to be the licensor under the relevant Crown forestry licence, as if each licensed land property had been returned to Maori ownership on the settlement date under section 36 of the Crown Forest Assets Act 1989, but without section 36(1)(b) applying; and
 - 6.21.5 for rights of access to areas that are wahi tapu.

ACCUMULATED RENTALS

- 6.22 The Crown, Ngati Toa Rangatira and the Tainui Taranaki iwi have agreed to allocate 50% of the value of accumulated rentals associated with all of the Te Tau Ihu licensed land to Ngati Toa Rangatira.
- 6.23 Accordingly, the settlement legislation will, on the terms provided by section 170 of the draft settlement bill, provide that:
- 6.23.1 in relation to a licensed land property, the governance entity will, from the settlement date, be a confirmed beneficiary under clause 11.1 of the Crown Forestry Rental Trust Deed; and
 - 6.23.2 the governance entity is entitled to 50% of the accumulated rentals associated with the Te Tau Ihu licensed land on the settlement date despite clause 11.1(b) of the Crown Forestry Rental Trust Deed.

EARLY RIGHT OF FIRST REFUSAL OVER EARLY RFR NZTA LAND

Interpretation

- 6.24 In clauses 6.24 to 6.47:
- 6.24.1 **dispose of** means to transfer the fee simple estate in the land;
 - 6.24.2 **early RFR NZTA land** means the land in table 6 in part 4 of the attachments if on the day after the date of this deed that land is:

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- (a) vested in the Crown or held in fee simple by the Crown; and
 - (b) administered by NZTA;
- 6.24.3 **expiry date**, for an offer, means its expiry date under clauses 6.31 or 6.32;
- 6.24.4 **offer** means an offer by the Crown to dispose of early RFR NZTA land to the trustee of the Toa Rangatira Trust; and
- 6.24.5 **RFR period** means, for early RFR NZTA land, the period starting on the day after the date of this deed and ending on the day before the settlement date.
- 6.25 However, land ceases to be early RFR NZTA land if:
- 6.25.1 the fee simple estate in the land transfers or vests from the Crown to:
 - (a) the trustee of the Toa Rangatira Trust (or nominee); or
 - (b) any other person (including the Crown or a Crown body) under clause 6.27; or
 - (c) a person other than the Crown or a Crown body under any of clauses 187 to 193 or anything referred to in clause 196(1) of the draft settlement bill, as if those clauses applied to the early RFR NZTA land from the date of this deed; or
 - 6.25.2 the RFR period ends.
- Restrictions on disposal**
- 6.26 The Crown must not dispose of early RFR NZTA land to any person other than the trustee of the Toa Rangatira Trust or its nominee unless the land is disposed of:
- 6.26.1 under clause 6.27; or
 - 6.26.2 as if clauses 184 to 193 or anything referred to in clause 196(1) of the draft settlement bill applied to the early RFR NZTA land from the date of this deed, under any of those clauses.
- 6.27 Early RFR NZTA land may be disposed of within two years after the expiry date of an offer by the Crown to dispose of the land to the trustee of the Toa Rangatira Trust, if the offer to that trustee was:
- 6.27.1 made in accordance with clauses 6.29 and 6.30; and
 - 6.27.2 made on terms that were the same as, or more favourable to the trustee than, the terms of the disposal to the person referred to in clause 6.26; and
 - 6.27.3 not withdrawn under clause 6.33; and
 - 6.27.4 not accepted under clause 6.34 and 6.35.

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6.28 The settlement legislation will provide that general RFR land may be disposed of within two years after the expiry date of an offer by the Crown under clauses 6.29 and 6.30 to dispose of the land to the trustee of the Toa Rangatira Trust, if:

6.28.1 the land is general RFR land that, before the settlement date:

- (a) was early RFR NZTA land; and
- (b) did not become subject to a contract for disposal under clause 6.36; and

6.28.2 the offer to that trustee was, before the settlement date:

- (a) made in accordance with clauses 6.29 and 6.30; and
- (b) made on terms that were the same as, or more favourable to the trustees than, the terms of the disposal to the person referred to in clause 6.26; and
- (c) not withdrawn under clause 6.33; and
- (d) not accepted under clause 6.34 and 6.35.

Trustee's right of first refusal

Requirements for offer

6.29 An offer by the Crown to dispose of early RFR NZTA land to the trustee of the Toa Rangatira Trust must be made by notice to the trustee of the Toa Rangatira Trust.

6.30 The notice must include:

- 6.30.1 the terms of the offer, including its expiry date; and
- 6.30.2 a legal description of the land (including any interests affecting it) and the reference for any computer register that contains the land; and
- 6.30.3 a street address for the land (if applicable); and
- 6.30.4 a street address, postal address, and fax number for the trustee to give notices to the Crown in relation to the offer; and
- 6.30.5 a statement that the land is early RFR NZTA land.

Expiry date of offer

6.31 Subject to clause 6.32 the expiry date of an offer must be on or after the 20th business day after the day on which the trustee of the Toa Rangatira Trust receives notice of the offer.

6.32 The expiry date of an offer may be on or after the 10th business day after the day on which the trustee receives notice of the offer if:

- 6.32.1 the trustee received an earlier offer to dispose of the land; and
- 6.32.2 the expiry date of the earlier offer was no earlier than six months before the expiry date of the later offer; and

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6.32.3 the earlier offer was not withdrawn.

Withdrawal of offer

6.33 The Crown may, by notice to the trustee of the Toa Rangatira Trust, withdraw an offer at any time before it is accepted.

Acceptance of offer

6.34 The trustee of the Toa Rangatira Trust may, by notice to the Crown, accept an offer if:

6.34.1 it has not been withdrawn; and

6.34.2 its expiry date has not passed.

6.35 The trustee of the Toa Rangatira Trust must accept all the early RFR NZTA land offered, unless the offer permits the trustee to accept less.

Formation of contract

6.36 If the trustee of the Toa Rangatira Trust accepts, under clause 6.34, an offer by the Crown to dispose of early RFR NZTA land, a contract for the disposal of the land is formed between the Crown and the trustee on the terms in the offer, including the terms set out in clauses 6.37 to 6.41.

6.37 The terms of the contract may be varied by written agreement between the Crown and the trustee.

6.38 Under the contract, the trustee may nominate any person other than the trustee who is lawfully able to hold the early RFR NZTA land (the **nominee**) to receive the transfer of the land.

6.39 The trustee may nominate a nominee only by giving notice to the Crown on or before the day that is 10 business days before the day on which the transfer is to settle.

6.40 The notice must specify:

6.40.1 the full name of the nominee; and

6.40.2 any other details about the nominee that the Crown needs in order to transfer the early RFR NZTA land to the nominee.

6.41 If the trustee nominates a nominee, the trustee remains liable for the obligations of the transferee under the contract.

Notice to trustee of disposals of early RFR NZTA land

6.42 NZTA must give the trustee of the Toa Rangatira Trust notice of a disposal under clause 6.26.2 or clause 6.27 of early RFR NZTA land by NZTA to any other person other than the trustee of the Toa Rangatira Trust or its nominee.

6.43 The notice must be given on or before the day that is 20 business days before the day of the disposal.

6: FINANCIAL AND COMMERCIAL REDRESS

6.44 The notice must:

- 6.44.1 specify the legal description of the land (including any interests affecting it) and identify any computer register that contains the land;
- 6.44.2 specify a street address for the land (if applicable);
- 6.44.3 identify the person to whom the land is being disposed of;
- 6.44.4 explain how the disposal complies with clause 6.26; and
- 6.44.5 if the disposal is being made under clause 6.27, include a copy of the written contract for disposal.

Waiver and variation

- 6.45 The trustee of the Toa Rangatira Trust may, by notice to the Crown, waive any of the rights the trustee has in relation to the Crown under clauses 6.24 to 6.47.
- 6.46 The trustee of the Toa Rangatira Trust and the Crown may agree in writing to vary or waive any of the rights each has in relation to the other under clauses 6.24 to 6.47.
- 6.47 A waiver or an agreement under this section is on the terms, and applies for the period, specified in it.

RIGHT OF FIRST REFUSAL OVER GENERAL RFR LAND

6.48 In this deed, **general RFR land** means:

- 6.48.1 land described in the general RFR land schedule in part 4 of the attachments if, on the settlement date, the land is:
 - (i) vested in the Crown; or
 - (ii) held in fee simple by the Crown or a Crown body; or
 - (iii) a reserve vested in an administering body that derived title to the reserve from the Crown; and
- 6.48.2 land in Wellington City (excluding the CBD) that:
 - (iv) was acquired by the Crown or the NZTA in the period starting on the day after the date of this deed and ending on the settlement date; and
 - (v) is, on the settlement date:
 - (A) vested in the Crown; or
 - (B) held in fee simple by the Crown or the NZTA; and
- 6.48.3 land in Wellington City (excluding the CBD) that is acquired by the Crown in the period starting on the day after the settlement date and ending on the day that is 4 years after the settlement date; and

6: FINANCIAL AND COMMERCIAL REDRESS

6.48.4 land in Wellington City (excluding the CBD) that is acquired by the NZTA, or is acquired by the Crown to be administered by the NZTA, in the period starting on the day after the settlement date and ending on 2 September 2019; but

6.48.5 excludes early RFR NZTA land in respect of which a contract for disposal of that land has been formed under clause 6.36.

6.49 The governance entity is to have a right of first refusal in relation to a disposal by the Crown or a Crown body of the general RFR land.

6.50 The right of first refusal set out in clause 6.49 is to be on the terms provided by sections 176 to 209 of the draft settlement bill and in particular will apply:

6.50.1 for a term of 169 years from the settlement date; and

6.50.2 only if the general RFR land is not being disposed of in the circumstances provided by sections 187 to 195 of the draft settlement bill.

RIGHT OF FIRST REFUSAL OVER DEFERRED SELECTION RFR LAND

6.51 The governance entity is to have a right of first refusal in relation to a disposal by the Crown or a Crown body of the deferred selection RFR land.

6.52 The right of first refusal set out in clause 6.51 is to be on the terms provided by sections 176 to 209 of the draft settlement bill and in particular will apply:

6.52.1 for a term of 10 years from the settlement date; and

6.52.2 only if the deferred selection RFR land is not being disposed of in the circumstances provided by sections 187 to 195 of the draft settlement bill.

RIGHT OF FIRST REFUSAL OVER SPECIFIED AREA RFR LAND

6.53 The governance entity, in common with all the iwi with interests in Te Tau Ihu, is to have a right of first refusal in relation to a disposal by the Crown of the specified area RFR land.

6.54 The right of first refusal set out in clause 6.53 is to be on the terms provided by sections 176 to 209 of the draft settlement bill and, in particular, will apply:

6.54.1 for a term of 100 years from settlement date; and

6.54.2 only if the specified area RFR land:

(a) is vested in, or the fee simple estate in it is held by, the Crown, on the settlement date; and

(b) is not being disposed of in the circumstances provided by sections 187 to 195 of the draft settlement bill.

JOINT RIGHT OF FIRST REFUSAL OVER SPECIFIED IWI RFR LAND

6.55 The governance entity, in common with the Ngāti Rārua Settlement Trust, is to have a joint right of first refusal in relation to a disposal by the Crown of the specified iwi RFR land.

NGATI TOA RANGATIRA DEED OF SETTLEMENT

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6.56 The joint right of first refusal set out in clause 6.55:

6.56.1 is to be on the terms provided by sections 176 to 209 of the draft settlement bill and, in particular, will apply:

(a) for a term of 169 years from settlement date; and

(b) only if the specified iwi RFR land:

(i) is vested in, or the fee simple estate in it is held by, the Crown, on the settlement date; and

(ii) is not being disposed of in the circumstances provided by sections 187 to 195 of the draft settlement bill.

6.57 For the purposes of clauses 6.24 to 6.47, 6.49, 6.51, 6.53 and 6.55, the reference to governance entity shall include an entity that replaces the governance entity in accordance with the trust deed.

7 SETTLEMENT LEGISLATION, CONDITIONS AND TERMINATION

SETTLEMENT LEGISLATION

- 7.1 Within 12 months after the date of this deed, the Crown will propose a bill for introduction to the House of Representatives.
- 7.2 The bill proposed for introduction may include changes;
- 7.2.1 of a minor or technical nature; or
- 7.2.2 where clause 7.2.1 does not apply, where those changes have been agreed in writing between the governance entity and the Crown.
- 7.3 Ngati Toa Rangatira and the governance entity will support the passage through Parliament of the settlement legislation that gives effect to the Ngati Toa Rangatira deed of settlement.

SETTLEMENT CONDITIONAL

- 7.4 This deed, and the settlement, are conditional on the settlement legislation coming into force.
- 7.5 Despite clause 7.4, upon signing:
- 7.5.1 this deed is "without prejudice" until it becomes unconditional and, in particular, it may not be used as evidence in proceedings before, or presented to, a court, tribunal, or other judicial body; and
- 7.5.2 the following provisions of this deed are binding:
- (a) clause 6.2 (relating to payments to the governance entity within five business days of the date of the deed);
- (b) clauses 6.4 to 6.7, 6.9 and 6.11 of this deed (relating to commercial redress properties and commercial properties), but the transfer of a commercial redress property or a commercial property is conditional on settlement legislation coming into force;
- (c) clauses 6.24 to 6.27 and clauses 6.29 to 6.47 (relating to early RFR NZTA land);
- (d) clauses 7.3 to 7.9 (relating to settlement conditions and termination);
- (e) clauses 8.4 to 8.12 (relating to general and interpretative matters) ; and
- (f) paragraph 1.3 and parts 2 to 6 of the general matters schedule (relating to land bank arrangements, tax, notice, interpretive and miscellaneous matters).
- 7.6 Clause 7.5.1 does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed.

7: SETTLEMENT LEGISLATION, CONDITIONS AND TERMINATION

TERMINATION

- 7.7 The Crown or the governance entity may terminate this deed, by notice to the other, if:
- 7.7.1 the settlement legislation giving effect to this deed has not come into force within 30 months after the date of this deed; and
 - 7.7.2 the terminating party has given the other party at least 40 business days' notice of an intention to terminate.

ON TERMINATION

- 7.8 If this deed is terminated in accordance with its provisions, it:
- 7.8.1 (and the settlement) are at an end; and
 - 7.8.2 does not give rise to any rights or obligations; but
 - 7.8.3 remains "without prejudice".
- 7.9 The parties intend that if this deed does not become unconditional under clause 7.4:
- 7.9.1 any payments made by the Crown to the governance entity under this deed prior to the settlement date will be taken into account in relation to any future settlement of the historical claims; and
 - 7.9.2 the parties may produce this deed to any Court or tribunal considering the quantum of any redress to be provided by the Crown in relation to any future settlement of the historical claim.

8 INTEREST, GENERAL, DEFINITIONS AND INTERPRETATION

INTEREST

- 8.1 The Crown will pay the governance entity on the settlement date interest on \$50,000,000 (being the amounts referred to in clauses 6.1.1 and 6.1.2).
- 8.2 The interest payable under clause 8.1 is payable:
- 8.2.1 for the period from 11 February 2009, being the date of the letter of agreement, until 31 May 2011;
 - 8.2.2 for the period from 5 July 2012 until the day before settlement date; and
 - 8.2.3 at the rate from time to time set as the official cash rate, calculated on a daily basis but not compounding.
- 8.3 The interest is:
- 8.3.1 subject to any tax payable in relation to it; and
 - 8.3.2 payable after withholding any tax required by legislation to be withheld.

GENERAL

- 8.4 The general matters schedule includes provisions in relation to:
- 8.4.1 the effect of the settlement and its implementation;
 - 8.4.2 taxation, including indemnities from the Crown in relation to taxation;
 - 8.4.3 the giving of notice under this deed or a settlement document; and
 - 8.4.4 amending this deed.

HISTORICAL CLAIMS

- 8.5 In this deed, **historical claims**:
- 8.5.1 means every claim (whether or not the claim has arisen or been considered, researched, registered, notified, or made by or on the settlement date) that Ngati Toa Rangatira, or a representative entity, had at, or at any time before, the settlement date, or may have at any time after the settlement date, and that:
 - (a) is, or is founded on, a right arising from Te Tiriti o Waitangi or its principles; under legislation; at common law, including aboriginal title or customary law; from fiduciary duty; or otherwise; and
 - (b) arises from, or relates to, acts or omissions before 21 September 1992:
 - (i) by, or on behalf of, the Crown; or

8: INTEREST, GENERAL, DEFINITIONS AND INTERPRETATION

(ii) by or under legislation; and

8.5.2 includes every claim to the Waitangi Tribunal to which clause 8.5.1 applies that relates exclusively to Ngati Toa Rangatira or a representative entity, including the following claims:

- (a) Wai 60 - Parai Estate, Takapuwahia C2A3 Block claim;
- (b) Wai 207 - Ngati Toa Rangatira lands claim;
- (c) Wai 690 - Ngāti Tera Lands and Reserves (Porirua) claim;
- (d) Wai 722 - Takapuwahia and other Blocks (Public Works) claim; and

8.5.3 includes every other claim to the Waitangi Tribunal to which clause 8.5.1 applies, so far as it relates to Ngati Toa Rangatira or a representative entity, including the following claims:

- (a) Wai 102 - Te Runanganui o Te Tau Ihu o Te Waka a Maui Inc claim;
- (b) Wai 172 - Makara Lands claim;
- (c) Wai 437 - Koha Ora and Church Mission Society Land claim;
- (d) Wai 648 - Grace Saxon, George Heri Toms and Colonial Laws of Succession claim;
- (e) Wai 1622 - Ngati Toa Rangatira (Taueki) claim;
- (f) Wai 1624 - Ngāti Toarangatira (Matenga) claim;
- (g) Wai 1626 - Descendants of Hoani Te Puna/Rangiriri Taipua claim; and
- (h) Wai 2361 - The Kapiti and Motungararo Islands (Webber) claim.

8.6 However, **historical claims** does not include the following claims:

8.6.1 a claim that a member of Ngati Toa Rangatira, or a whanau, hapu, or group referred to in clause 8.9.1(c), may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not referred to in clause 8.8; and/or

8.6.2 a claim that a representative entity may have to the extent the claim is, or is founded, on a claim referred to in clause 8.6.1.

8.7 To avoid doubt, clause 8.5.1 is not limited by clauses 8.5.2 or 8.5.3.

NGATI TOA RANGATIRA

8.8 In this deed **Ngati Toa Rangatira** means:

8.8.1 the collective group composed of individual descendants of:

- (a) Toa Rangatira; and

8: INTEREST, GENERAL, DEFINITIONS AND INTERPRETATION

- (b) any other recognised ancestor of Ngati Toa Rangatira who migrated permanently to the Ngati Toa Rangatira area of interest in the nineteenth century and who exercised customary rights predominantly within the area of interest; and
- 8.8.2 any whanau, hapu, or group to the extent that it is composed of the individuals referred to in clause 8.8.1; and
- 8.8.3 every individual referred to in clause 8.8.1.
- 8.9 For the purposes of clause 8.8.1, a **descendant** may be descended by:
 - 8.9.1 birth; or
 - 8.9.2 legal adoption; or
 - 8.9.3 Maori customary adoption in accordance with Ngati Toa Rangatira's tikanga (customary values and practices).

MANDATED SIGNATORIES

- 8.10 In this deed:
 - 8.10.1 **mandated signatories** means the following individuals:
 - (a) **Matiu Rei**, Wellington, Executive Director and Chief Treaty Claims Negotiator - Te Runanga o Toa Rangatira Inc;
 - (b) **Tiratu Williams**, Porirua, Treaty Claims Negotiator - Te Runanga o Toa Rangatira Inc;
 - (c) **Ngarongo Iwikatea Nicholson**, Levin, Treaty Claims Negotiator - Te Runanga o Toa Rangatira Inc.;
 - (d) **Te Taku Parai**, Porirua, Chairman - Te Runanga o Toa Rangatira Inc.;
 - (e) **Miria Pomare**, Ahipara, Treaty Claims Negotiator - Te Runanga o Toa Rangatira Inc.;
 - (f) **Robert Solomon**, Porirua, Retired; and
 - (g) **Riki Wineera**, Porirua, Retired.

ADDITIONAL DEFINITIONS

- 8.11 The definitions in part 5 of the general matters schedule apply to this deed.

INTERPRETATION

- 8.12 The provisions in part 6 of the general matters schedule apply in the interpretation of this deed.

SIGNED as a deed on 7 December 2012

SIGNED for and on behalf of NGATI TOA RANGATIRA by the mandated signatories in the presence of:

T.S. Johnson
Signature of Witness

Tahua Solomon
Witness Name

Seaman
Occupation

RD 1 Rakantara kairoua
Address

Tuwakerehi Wineera J1

[Signature]
Tūpū Wineera
Matai Hōkēpa Wineera
Mathias Solomon

[Signature]
[Signature]

Myratoinera
[Signature]
Karewa Williams
Etih Wineera Hippolite

[Signature]
Miringa Rene
[Signature]
Karewa Parai

[Signature]
Matiu Rei, Wellington, Executive Director and Chief Treaty Claims Negotiator - Te Runanga o Toa Rangatira Inc

[Signature]
Tiratu Williams, Porirua, Treaty Claims Negotiator - Te Runanga o Toa Rangatira Inc

[Signature]
Ngarongo Iwikatea Nicholson, Levin, Treaty Claims Negotiator - Te Runanga o Toa Rangatira Inc

[Signature]
Te Taku Parai, Porirua, Chairman - Te Runanga o Toa Rangatira Inc

[Signature]
Miria Pomare, Ahipara, Treaty Claims Negotiator - Te Runanga o Toa Rangatira Inc

[Signature]
Robert Solomon, Porirua, Retired

[Signature]
Riki Wineera, Porirua, Retired

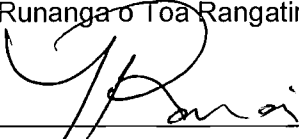
[Signature]

[Signature]
Koranga Metekinga
Ripia Karamu
Jane Edwards

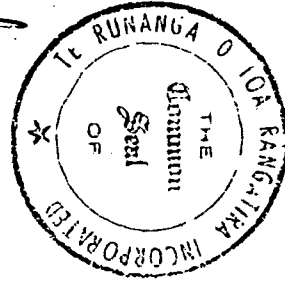
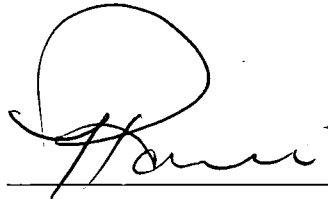
[Signature]
Dunstan

SIGNED for and on behalf of
the trustee of the **TOA
RANGATIRA TRUST**
by affixing its **COMMON SEAL**
in the presence of:

Matiu Rei, Wellington,
Executive Director and Chief
Treaty Claims Negotiator - Te
Runanga o Toa Rangatira Inc



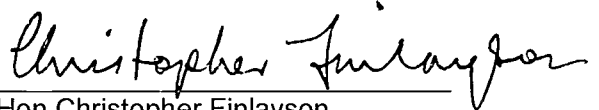
Signature



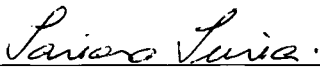
Te Taku Parai, Porirua,
Chairman - Te Runanga o Toa
Rangatira Inc

Signature

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



Hon Christopher Finlayson



Signature of Witness

Witness Name: *Tawiana Tuia*

Occupation: *MP for Te Taihauau*

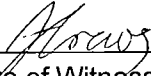
Address: *Whanganui*



SIGNED for and on behalf of **THE CROWN** by the Minister of Finance only in relation to the indemnities given in Part 2 (Tax) of the General Matters Schedule of this Deed in the presence of:



Hon Simon William English



Signature of Witness

Witness Name: Andrew Craig

Occupation: Economic Advisor

Address: 7/68 Owen St
Wellington

Other witnesses / members of Ngati Toa Rangatira who support the settlement

Mfana Mererora - Milla Sims

Demetrius Solomon Berr.

Te Rerehua Parai Nicholas

Hera Titahi Paata Noble

Maria Noble.

James Thomas.

Cathryn Coleman

Henri Rei

Arita Coburn.

Venus Hine tautape Thompson

WALTER WAKA TE TAU IHU.

Maie Oaka

Kita Hamerwood

~~Ed M~~

Lin Hone

Lyn White

Paula Hone

Wendy Kopara.

Other witnesses / members of Ngati Toa Rangatira who support the settlement

Neilson Solomon
Wairakaipani Y Solomon
~~James~~
Janet Arthur
Solomon
H. Thompson - ne Rene
ASHER REI
M. I. W.
Jaanai Rei
Alma Rei
Karen Ridgwell
Suzil Rei
Alan Rei
Charlie Rei
M. I. W.
Josh Rei
Teira Rei
Kevin Rei
Reina Solomon

Other witnesses / members of Ngati Toa Rangatira who support the settlement

Pammi Rei
Hunhia Mihipeka Parai
Dasi Winaera

Eavria
Maitiwhiri

F.M.W.

Gracie

~~Mauihihi~~

Ameraima Julia Kura

Will's Katene

Hinekura Wiriata

Kelsea Elkington

Ian Levi Ware

Julie Salmon

Ella-Jess Ware

Iwi-A

Melody Salmon

Jershon Elkington
Klein Salmon

Jovan Kingi

Other witnesses / members of Ngati Toa Rangatira who support the settlement

Shariene Maate-Davis

Ria Te Uira Maate-Davis

Sonya Davis ~~Sam~~

~~Sam~~

Glenn Walker ~~b~~

~~Alison~~

Lisa Marie Macey Te Kahurangi

Rangi Pirani ~~Sam~~

~~Frigette Salzman~~

~~Alison~~

Reikorangi

Jarah Parai-Karepa

~~Tainui Salzman~~

~~Murcia Rolensa~~

Moana Parata

Jayne Tawhi - Anopiu ~~Alison~~

Mushon Nohomaitawhi Durcan

Kelly Nura Teiri

Puhi Nuker

Other witnesses / members of Ngati Toa Rangatira who support the settlement

Pania Rei

Pania Selomo

Misty Rei

Ngairo Kahutata ra Ru

Tiemi Teau-Ropata

KERI WILLIAM HARLEY SOLOMON / KERE REI

Rawiri Ropata

Dennis McBride

Nathan Zachary Rei

Kahutata ra Puhinahine moeroa Teau Ropata

ASTLEY IGH HINERANGI SAGAR

Te Poho Katene

Māui Te Rangiawhata Katene.

ESTEVAN socialo

TRISTON socialo

maria mcbride

Other witnesses / members of Ngati Toa Rangatira who support the settlement

Te Kahu o te rangi Ropata.

Te Waimatao Ropata

NOHOMUA TE HOUNAKU ROPATA.

Jason Edward Walter Ropata .

Tuteremana Ropata

Kakati Royal

Eruera Parata

Marino Jenkins

Ami Parata.

Duncan Ashton

Adyn Winiere.

Sarah Pama

MATA Parai .

ELSIE REI

Terewa Rei Elkington ✓

Tylar Metekingi

Siah Metekingi

Tatana Parai

Jared Fermanis.

William Fermanis

Other witnesses / members of Ngati Toa Rangatira who support the settlement

Te Rau Paraha Horomona

Mark Arava Solomon

Patricia McSickle

Maria Renee

Mumana Bullard (Kei)

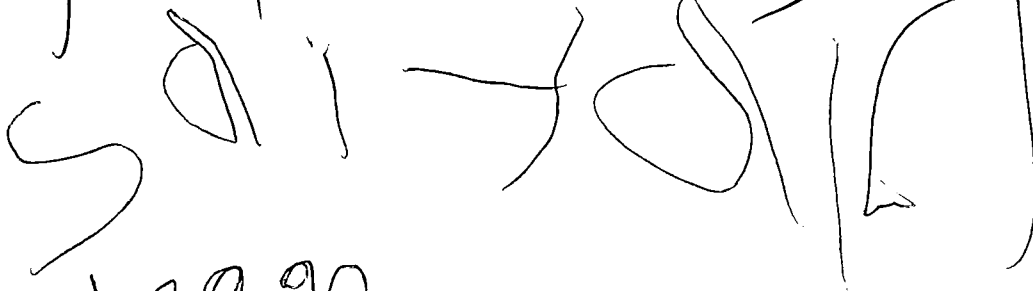
Uraiki Mylana (Kei)

Jay Elkington

Caroline Elkington

Drea Parai-Tupene

Rhylee Parai-Karepa.



Logan

Cherie Parai

Tanga Parai-Karepa.

~~Hinema-Matangi~~

~~Paul Matangi~~

Le Oti Katene

Other witnesses / members of Ngati Toa Rangatira who support the settlement

TAPUA METS

Ezra Meteking (Metekoz)

Shane Metekingi smeteh

BRONTE Metekingi

Kaya Katene

Sheauepaewa Simone

TOA WELINA Sagar

Eden Metekingi

Mykie Coen

Mykie Sagar

Grace Katene

Gabriella Kelly

Bronte Tuffery

Emile Kelly

Lucca Tuffery

Te Kaha Solomon - much

Paul Te Araroa Emile Kelly

Sterling Tucker

Kaleb Metekingi

Regan Davies

Other witnesses / members of Ngati Toa Rangatira who support the settlement

Kobe Tucker

Karlee Selwyn

Ysaan Tucker

~~Michelle Tupaea~~

Michelle Tupaea

IAN WARE

Minima Harper

Tiara Miller

Kade Christopher Kopata Pupuke Perrot

Keanu Pihema

Taylor-rei

Jessie Gatai

McCreepokare Hawthorne

Bob Dufek

MURRAY HARTLEY

Whenua Grace

Lynn Selwyn

Rangiriri Kōhe

Waka Tawai Tarcei

Afifi

Takapuwahia Pa Boyz

Akihua Shaw Carkeek

Riria Tekahurangi Purata

Tehukarere Hall

Other witnesses / members of Ngati Toa Rangatira who support the settlement

Annie Kayy

Ranui Isaacs

Herani Elkington

Raelinda (Itemi) Fermanis

~~M. Fermanis~~ T.J Fermanis.



CALEB TE TAKU WARE.

Randall Bishop

~~AT~~

Ross Taurima

x Te Amo Taurima

George Fermanis

Evan

Petri Meada.

Miriana Te Pareake

Tangy Te Uira Ben

Brenda Rei

Ariki Rei

Usa Collins

Tekahawa.

Raelyn Klemmer

Other witnesses / members of Ngati Toa Rangatira who support the settlement

Mohapa Potini - Horomona

Raylene Bishop teina Kingi

Martin Solomon

Helen Parata

J. Rana -
Jaron H

Marava R 9 W O N I I
Te Rakaherea Porewe.

Herani Rangiruruku Ware (Parai)

Maraea Jenti

Raweneho Jigod (nee Ellington)

Ngapera Hiffelite

White Wharau (Te Maru Hanga)

H. NOBLE (PARATA)

Mike CLAMP (PARATA)

Ngawai Webber

Evan Hippolite

Jeanette Grace

Gray Williams Teacher

in the
front

KY Moore.

NGATI TOA RANGATIRA

and

TRUSTEE OF THE TOA RANGATIRA TRUST

and

THE CROWN

**DEED OF SETTLEMENT OF
HISTORICAL CLAIMS**

7 December 2012

PURPOSE OF THIS DEED

This deed:

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

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SCHEDULES

GENERAL MATTERS

1. EFFECT OF SETTLEMENT
2. TAX
3. NOTICE
4. MISCELLANEOUS
5. DEFINED TERMS
6. INTERPRETATION

PROPERTY REDRESS

1. CULTURAL REDRESS
2. COMMERCIAL TERMS OF TRANSFER (INCLUDING THE COMMERCIAL REDRESS PROPERTY FOR NO CONSIDERATION)
3. SCHEDULE OF LICENSED LAND PROPERTIES
4. DEFERRED PURCHASE AND VALUATION PROCESSES IN RELATION TO ALL PROPERTIES
5. TERMS OF TRANSFER FOR COMMERCIAL PROPERTIES AND DEFERRED SELECTION PROPERTIES
6. SELECTION OF COMMERCIAL REDRESS PROPERTIES, COMMERCIAL PROPERTIES AND DEFERRED SELECTION PROPERTIES
7. INTERPRETATION PROVISIONS
8. SCHEDULE OF PROPERTIES
9. DEFERRED PURCHASE OF WELLINGTON CENTRAL POLICE STATION IMPROVEMENTS
10. TERMS OF TRANSFER FOR DEFERRED PURCHASE OF WELLINGTON CENTRAL POLICE STATION IMPROVEMENTS
11. INTERPRETATION PROVISIONS FOR DEFERRED PURCHASE OF WELLINGTON CENTRAL POLICE STATION IMPROVEMENTS

DOCUMENTS

1. NGA PAIHAU
2. STATEMENTS OF ASSOCIATION
3. DEEDS OF RECOGNITION
4. ENCUMBRANCES
5. LEASES
6. ENCUMBRANCES FOR LICENSED LAND PROPERTIES
7. MUSEUMS FOR LETTERS OF INTRODUCTION

ATTACHMENTS

1. AREA OF INTEREST
2. DEED PLANS
3. LICENSED LAND PROPERTY
4. GENERAL RFR LAND AND EARLY RFR NZTA LAND
5. SPECIFIED IWI RFR LAND
6. DRAFT SETTLEMENT BILL
7. DRAFT HAKA KA MATE ATTRIBUTION BILL

DEED OF SETTLEMENT

THIS DEED is made between

NGATI TOA RANGATIRA

and

TOA RANGATIRA TRUST

and

THE CROWN

(

(

1 BACKGROUND

The following text has been provided by Ngati Toa Rangatira and describes their view of their association with their area of interest.

*Ko Tainui te waka
Ko Hoturoa te tangata
Ko Ngati Toa Rangatira te iwi.
Tainui is the canoe
Hoturoa is the man
Ngati Toa Rangatira is the tribe.*

Hoturoa
Hotuope
Hotumatapu
Motai
Ue
Raka

Kakati
Tuhianga
Poutama

Mango
Kaihamu
Te Urutira

Tupahau
Korokino
Toa Rangatira

ORIGINS OF NGATI TOA RANGATIRA

- 1.1 Ngati Toa Rangatira record the following history and oral traditions.
- 1.2 There are many tribes that share common ancestry from Hoturoa, and Ngati Toa Rangatira, also known as Ngati Toa, is one of them. It is perhaps from the time of Tuhianga that Ngati Toa Rangatira as an entity begins to form, although it is not until his grandson Mango that closely related hapu coalesced into a separate tribal group to be known as Ngati Mango. Three generations later, the illustrious ancestor Tupahau appeared and, by the time of his death, the hapu had fashioned their own unique identities.
- 1.3 Ngati Toa Rangatira occupied the coastline from Aotea to Huikomako, centered at Kawhia, on the west coast of the North Island and for many generations was kaitiaki of Te Ahurei O Tainui, the resting place of the Tainui waka. The Kawhia region was rich in natural resources. The land was fertile, the forests teemed with bird-life, edible and medicinal plants, and the magnificent harbour and coastline provided kaimoana in abundance. Consequently the people grew in numbers and status which led to competition and conflict with other iwi.

1: BACKGROUND

- 1.4 This pattern of warfare continued for another four generations and reached a crescendo in the late eighteenth century, culminating in the battle known to history as the battle of Hingakaka, so named because of the large number of chiefs who perished on the battlefield. Hingakaka is reputed to have been "the largest battle ever fought" in Aotearoa. For Ngati Toa Rangatira the battle was devastating because of the loss of so many chiefs. However the battle did not end conflict. Trouble with neighbouring iwi continued and it was during this post-Hingakaka period that Te Rauparaha rose to prominence.
- 1.5 In the early years of the nineteenth century, trouble erupted in Taranaki when a woman related to Ngati Toa Rangatira was ill-treated by her husband. When her uncle, Te Puoho heard of his niece's predicament he called for assistance from his relations to avenge the insult. As a consequence a taua known as Amiowhenua, comprising Ngati Toa Rangatira and their allies, descended on Taranaki and wreaked havoc. However, the taua, rather than return to their respective homes, continued south, plundering as it went. When it arrived at Te Moana o Raukawa, a sailing ship was seen crossing the straits. A beacon was lit to attract the ship to shore but it continued on its voyage.
- 1.6 It was at this time that Te Rauparaha was advised by northern chiefs to make Te Upoko o Te Ika his home citing the benefits to be obtained from establishing contact with Europeans. On his return to Kawhia this thought must have remained in his consciousness particularly as relations with neighbouring iwi were worsening. Eventually matters came to a head when Ngati Toa Rangatira were attacked by a superior force and retreated to Te Arawi, a coastal stronghold south of Kawhia. It was then decided that rather than continue with ongoing hostilities that they would migrate to the Kapiti region where there was an abundance of land and resources, and greater opportunity to trade with Pakeha for guns.

Te Heke Mai-i-raro: re-establishment in the south

- 1.7 Ngati Toa Rangatira moved to the Te Moana o Raukawa (Cook Strait) region to re-establish and revitalise their iwi. The iwi's journey south from Kawhia was named Te Heke Mai-i-raro (the migration from the north). Many generations later, descendants of the migrating peoples named their meeting house Te Heke Mai Raro, in acknowledgement of the significance of the event in their history.

The Tahutahu Ahi migration

- 1.8 The permanent migration of Ngati Toa Rangatira started in about 1820. Te Peehi Kupe and other Ngati Toa Rangatira led their people from the Kawhia region first to North Taranaki. On departing, Te Rauparaha addressed his people, paying tribute to the land of his ancestors. Looking towards Kawhia, he composed a song lamenting their losses and farewelling their homeland:

*Tera ia nga tai o Honipaka
Ka wehe koe I ahau e
He whakamaunga atu naku
Te ao ka takawe
Na runga mai o Te Motu
E tu noa mai ra koe I ahau, e
Naku ia ra koe I waiho I taku whenua iti
Te rokohanga, te Taranga I a taua
Ka mihi mamao au ki te iwi ra ia
Moe noa mai I te moenga roa
Ka paria e te tai, piki tu, piki rere*

1: BACKGROUND

*Piki takina mai ra, te kawea au e te tere
Te Kawau I Muriwhenua
Tena taku manu, he manu ka onga noa
Runa ki te whare, te hau o Matariki
Ma te whare-po-rutu-e
Ma te rahi Ati Awa
E kautere mai ra
Whakaurupa taku aroha, na i*

The tides of Honipaka,
I now depart
My spirit still clings
To the cloud
Above Te Motu
You stand apart from me
I now leave my precious homeland
In this unexpected parting.
I bow in tribute to those who have passed.
Sleep on in that endless sleep
The tides rise, standing, flowing
Rising. Carried away with this, unrelenting,
Te Kawau at Muriwhenua.
There is my bird, my cherished bird.
Held captive in this house, the imminent new year
By the house of mourning
By Te Ati Awa
Travelling in company
I shall bury all my sorrows.

- 1.9 The following waiata is a companion to the lament of Te Rauparaha, and is said to be a waiata by Ponehe and refers to the resettlement of Ngati Toa Rangatira at Kapiti:

*Ra te ao-uru ka tauhere,
Te hiwi ki Te Hikonga.
Homai kia mihia
I hara mai i oku hoa e.*

*Naku rawa i huri atu
Ki te taiwhanga ki a Te Wherowhero,
Nana i unga mai
Ka noho au te puke ki Kamaru.
Nuinui Te 'Paraha i te whenua,
He manu ka pirere
Ka puihi tonu atu ki te tai-uru,
Ki a Taimairangi, e.
Tai a-wairua te motu huia
O Tararua i runga,
Ki Wairarapa e, ki Te Taitapu,
Ki a Te Ahuru, e.
Kia noho taku iti
Ki te kei o te waka
Nou na, e Pehi e!*

1: BACKGROUND

Behold the clouds in the west that hang
O'er the hill at Te Hikonga.
Let me tender greetings
To them who come from my friends, ah me.

It was I who gave
The land to Te Wherowhero,
He who urged me ever onward
And now I abide on the hill of Kamaru.
Great the fame of Te 'Paraha in the land,
But now only a bird in flight,
Pursued along the shores of the western sea,
To Tamairangi, ah me.
A fugitive spirit in the huia forests
Of Tararua in the south,
On the move to Wairarapa, and on to Te Taitapu
To the presence of Te Ahuru, ah me.
There let me sit in humble state,
At the stern of that canoe
Of yours, O Te Pehi, ah me!

- 1.10 Near the Mokau River further down the coast, Te Rauparaha, accompanied by a small group of mainly women, encountered a war party. Te Rauparaha dressed some of the women as chiefs and told them to stand by several fires, making their enemies think his party was larger than it was. This episode provided the name for this first migration - Te Heke Tahutahuahi (the fire-lighting heke or migration). Ngati Toa Rangatira were given sanctuary in Taranaki by their close kin.

The Tataramoa migration

- 1.11 Ngati Toa Rangatira remained in Taranaki for some months - long enough to cultivate food and gather allies for the next stage of the journey south. Although they were well armed with muskets, among them were many women, children and old people. All were required to walk hundreds of kilometres. Many were too exhausted to carry on, and died along the way. The migrants had to contend with many obstacles. Ngati Toa Rangatira and their allies eventually reached the Kapiti region, completing the second stage of the migration from Taranaki to Kapiti. This stage was named Te Heke Tataramoa (or the bramble bush migration), indicating the difficulties they encountered.
- 1.12 After the difficult migration from their homeland in Kawhia to the Kapiti region, the fortunes of Ngati Toa Rangatira rose. Kapiti Island was taken from its inhabitants by Te Peehi Kupe. Later in 1824, Ngati Toa Rangatira and its allies won an important victory over other tribes in the Kapiti district. This was the battle known as Umupakaroa, Whakapaetai or Waiorua. Of this battle, Ngati Toa Rangatira say, "kua mimiti te tai" ("all resistance was dissipated").
- 1.13 The victory at Waiorua also enabled Ngati Toa Rangatira and allied tribes to establish themselves and undertake further migrations from the Kapiti Coast to settle in Whanganui a Tara (Wellington), Te Tau Ihu (northern South Island) and Te Waipounamu.

1: BACKGROUND

- 1.14 The battle enhanced the mana of Ngati Toa Rangatira and Te Rauparaha, who was credited as the prime mover of the heke and the principal leader of the Kawhia-Taranaki forces. According to the rangatira Matene Te Whiwhi, news spread quickly of the victory of Te Rauparaha and his allies.

*He pokeke ka taka mai ki
Runga o Moeataua
Tini whetu ki te rangi
Ngaro katoa.*

A falling star
Was seen over Moeataua
And although there are many stars in
the heaven
They were all outshined.

*He pokeao I taka mai i Moeatoa
Tini whetu ki te rangi ngaro katoa*

A dark cloud descending from Moeatoa
The many stars in the sky will be
obscured.

KAPITI

- 1.15 In the 1820s and early 1830s, the focus of Ngati Toa Rangatira settlement was Kapiti Island. Ngati Toa Rangatira record that historian James Belich described the island as an ideal stronghold that became a secure base for Ngati Toa Rangatira. From Kapiti Island, Ngati Toa Rangatira commanded the adjacent coast from Otaki to Turakirae, it was used to extend raids and conquests, and acquire more influence and tribal wealth.
- 1.16 The significance of Kapiti Island is expressed in the following waiata:

*Tau mai e kapiti
te kainga o te hunga kua wehe kite iwi nui I te po.
Te marae i Wai-o-rua tenei te mihia,
te wahi i tanuku ai te whakaaro o te motu,
kia patua o tamariki I kopaina e koe.
Hei tohu ki nga uri whakaheke mai
i te mana i tuawhakarere iho
i te mana i te wehi o lo nui... i*

*Tau mai e Kapiti
Te Whare Wananga o ia, o te nui, o te wehi, o te Toa.
Whakakaupapa I te nohotahi, a Awa, a Toa, a Raukawa.
I heke mai i Kawhia ki te kawae tikanga
hei ora mo nga uri o muri nei
Tau mai e Kapiti te kainga tupu
o te wehi, o te toa, o te whakamanawanui....i*

*Tau mai e Kapiti
Te kainga o te kino, o te mau a hara o te kaitangata
e ai ra hoki ki nga kupu whakapae o nga iwi maha o te motu nei
Ko Rangatira te marae tenei te mihia
Tona rite he marae paenga whakairo,
ki roto o Kaiweka, he marae rongonui
ki runga ki raro tawhio noa....a*

*Tau mai e Kapiti
Whakataretare mai ki te rangatahi e hao nei.
Wai kahua Wai katohu, e mau ki nga mana i nga mana i ngakia e koe.
Uhia mai ra te manaakitanga a nga tupuna kua wehe ki te po
hei mauri whakakaha i te hinengaro*

1: BACKGROUND

o Tama, o Hine e pae nei.

We salute you Kapiti,
The home of those who have passed into the night.
We pay homage to Waiorua,
The place that answered the desires of the country
That your children should be sacrificed.
A symbol for the coming generations
Of the majestic authority of ancient times,
Of the power and awe of Io-nui,

We salute you Kapiti
The centre of learning devoted to the current of the great,
Of the awesome, of the warrior,
Created for the unity of Te Ati Awa, Ngati Toa and Ngāti Raukawa,
Those who migrated from Kawhia with a legacy
Nourishing and giving life to those generations to come.
Stand there Kapiti, the homeland
Of the awesome, of the warrior, of the sure and confident.

We salute you Kapiti,
The home of evil, of vengeance, of cannibalism,
According to the accusations of the many.
We salute Rangatira,
That which is likened to the gathering place of the great chiefs
At Kaiweka, a famous plaza
Known in the north, the south, at all points.

We salute you Kapiti,
Gaze upon the youth that gather here.
Who shall say who will take hold of the authority vested in you?
Bestow the blessings of those ancestors who have passed on,
As an empowering life-force for the minds and imaginations
Of the children gathered here.

TE TAU IHU AND TE WAI POUNAMU

- 1.17 From Kapiti, Ngati Toa Rangatira was able to expand into Te Wai Pounamu (the South Island), the source of highly prized greenstone. In the late 1820s, under the overall leadership of Te Rauparaha, Ngati Toa Rangatira and their allies led an invasion of the northern South Island. Threats were made which in Maori terms, could not be ignored. Six heke, or campaigns following a preliminary reconnaissance took place during the period of 1827-1832. These included an attack on Kaikoura led by Te Rauparaha and on Kaiapoi when Te Pehi Kupe of Ngati Toa Rangatira was killed. In 1830 there was a further sea-borne attack on Banks' Peninsula and a major attack on Te Hoiere, Rangitoto, Whakapuaka and places further to the west. A further campaign in the summer of 1831-2 involved a three-pronged attack on Kaiapoi planned by Te Rauparaha, with three separate taua converging on Kaiapoi.
- 1.18 The taua into the East Coast set the foundation for Ngati Toa Rangatira settlement and development of ahi kaa rights to some areas, and latent rights to further land as identified by the Waitangi Tribunal. The rights to this land existed in a complex structure of overlapping levels of manawhenua.

1: BACKGROUND

- 1.19 Ngati Toa Rangatira began solidifying their rights in Te Tau Ihu immediately following the taua. Their main areas of occupation were Te Hoiere Sound, Port Underwood and the Wairau, and these lands were settled and cultivated on a large scale. There were smaller settlements located at Golden Bay, Tasman Bay, Queen Charlotte Sound, and Arapaoa Island. These settlements ranged from permanent to seasonal.

NGATI TOA RANGATIRA IN THE COOK STRAIT REGION IN THE 1830s

- 1.20 Ngati Toa Rangatira consider that by the mid-1830s they held a powerful and unique strategic position in the Cook Strait region, which was largely founded on their occupation of key locations on both sides of Cook Strait (particularly Kapiti island); the tremendous mana of Te Rauparaha; a complex network of customary relationships with other iwi; and the virtual monopoly Ngati Toa Rangatira held over access to European goods and coastal trade in the Cook Strait district.
- 1.21 At 1840 the iwi consider they exercised tino rangatiratanga as tangata whenua over the lands they occupied. They have maintained noho tuturu/ahi-ka-roa (long occupation), established take whenua (rights to the land), and other customary rights, that have formed the basis of the iwi tino rangatiratanga over the lands.
- 1.22 According to Ngati Toa Rangatira tradition the northern most point of the Ngati Toa Rangatira rohe is Whangaehu; in the North Island it extends eastwards to Turakirae Heads and encompasses Te Moana o Raukawa. In the South Island, the Ngati Toa Rangatira rohe includes all of Te Tau Ihu; its southernmost point on the West Coast is the outlet of the Arahura River and Kaikoura on the Eastern Coast.
- 1.23 Te Moana o Raukawa was, and still is, a site of great cultural and historical significance. This area represented an environment with great potential and opportunity for expansion; this allowed the iwi to revitalise their identity, which was largely shaped by the material conditions of Te Moana o Raukawa.

SIGNIFICANT PLACES AND WAHI TAPU

- 1.24 In the North Island, Ngati Toa Rangatira's principal kainga were located at Ohariu, Porirua, Kapiti Island and other locations on the Horowhenua coast. Other significant settlement sites included: Kahu o te Rangi, Rangatira, Taepiro, Wharekohu and Waiorua on Kapiti Island; the offshore islands of Motungarara and Tohoramaurea; the island of Te Mana o Kupe ki Aotearoa; settlements on the Kapiti coast and hinterland including Te Uruhi; the settlements of Wainui and Whareroa; and further south, several pa at Pukerua.
- 1.25 Closer to Porirua there were settlements at Te Onepoto, Te Kahikatoa, Te Neke, Kaiaua, Onehunga, and Kaitawa at Whitireia; Motukaraka pa and Mataitaua pa at Pauatahanui; settlements and pa at Taupo pa and Hongoeka; and around Te Awarua o Porirua (Porirua Harbour) were Takapuwahia and Kenepuru.
- 1.26 The maunga Tapuae o Uenuku was important to Ngati Toa Rangatira because it was a visual link between the iwi on either side of Te Moana o Raukawa; it could be seen from Kapiti and as such, was a constant reminder of the extent of the Ngati Toa Rangatira rohe and, from Kapiti, the lands and people of Te Tau Ihu. It was also important to Ngati Toa Rangatira as a navigational aid, being visible from as far away as Cape Terawhiti, another site of significance to Ngati Toa Rangatira.
- 1.27 In Te Tau Ihu the main areas of occupation were the Wairau, Port Underwood and Te Hoiere (the Pelorus Sounds. Ngati Toa Rangatira had pa and settlements in Te Hoiere

1: BACKGROUND

at Canon point, Te Akaroa and Port Ligar; at Totaranui; on Arapaoa Island were pa and kainga at Onaukau Bay and Wharehunga Bay. In what is now known as Port Underwood, Ngati Toa Rangatira had pa in Whangataura Bay and Whataroa Bay.

- 1.28 There were a number of pa and kainga in the Wairau and at Tuamarina. Ngati Toa Rangatira used the various resources on the coast on a seasonal basis, and made regular visits to Kaparatehau (Lake Grassmere) to hunt and gather the abundant resources available there. Urupa and wahi tapu were located on the western and north eastern sides of the lake.
- 1.29 Spiritually and historically Te Tau Ihu was and still is of great significance to Ngati Toa Rangatira due to the efforts of their tupuna to occupy that land, and the lives which were lost during the subsequent engagements. In the south several places had particular significance due to the events that took place there. Kaiapoihia pa was located on a peninsula between modern-day Woodend and Waikuku. In 1830 Te Pehi Kupe and others were killed at Kaiapoihia and, in retaliation, Ngati Toa Rangatira attacked the pa in 1832 and brought about its downfall as utu for his death.
- 1.30 The Kaikoura region became significant to Ngati Toa Rangatira following two battles which also took place there in 1830 and again in 1832.
- 1.31 Ngati Toa Rangatira used the rivers, streams and maunga within their rohe in accordance with tikanga. These lands, waterways and harbours were of cultural, spiritual, historical and traditional significance. To Ngati Toa Rangatira, the lands, lakes, rivers and harbours within their rohe were taonga. Their history and relationship with these resources is still one of the foundations of their identity, cultural integrity, wairua, tikanga and kawa.
- 1.32 Ngati Toa Rangatira used the resources of their lands, the flora and fauna within their rohe, which provided food, shelter, and economic resources. Boundaries, settlements, wahi tapu and other sites of significance represented and maintained their mana, and were also fundamental to their culture, spirituality and identity.

WAITANGI TRIBUNAL

- 1.33 Generations of Ngati Toa Rangatira have sought redress for the many breaches of the Treaty of Waitangi by the Crown. From 1840, Ngati Toa Rangatira has made claims, petitions, submissions and taken action to seek redress for Treaty breaches.
- 1.34 Consistent with that approach, Ngati Toa Rangatira filed claims with the Waitangi Tribunal, to have their grievances heard, reported on and acknowledged. In 1986, fourteen Ngati Toa Rangatira individuals lodged the Ngati Toa Rangatira Comprehensive Tribunal Claim, Wai 207, on behalf of the iwi. The claim covered Ngati Toa Rangatira's traditional rohe and included areas from Whangaehu in the north east to the Tararua Ranges, south to Turakirae Heads, across Cook Strait to Kaikoura, and then west to Arahura.
- 1.35 The original Ngati Toa Rangatira claimants were Akuhata Wineera, Ruta Rene, Ramari Wineera, Wikitoria Whatu, Harata Solomon, Ruihi Horomona, Ariana Rene, Pirihiara Hammond, Matuaiwi Solomon, Hautonga Te Hiko-Love, Ringi Horomona, Rangi Wereta, Manu Katene and Tiratu Williams.
- 1.36 Of these original claimants who lodged Ngati Toa Rangatira's claim almost thirty years ago, Tiratu Williams is the only claimant still alive today.

1: BACKGROUND

1.37 Because the area covered by Ngati Toa Rangatira's claims is so extensive it is covered by three separate Waitangi Tribunal districts of inquiry:

1.37.1 the Wellington/Port Nicholson Block District Inquiry, Wai 145;

1.37.2 the Northern South Island Inquiry/Te Tau Ihu, Wai 785; and

1.37.3 the Porirua ki Manawatu District Inquiry, Wai 2200.

The Wellington/Port Nicholson Block District Inquiry

1.38 The Waitangi Tribunal Inquiry into Te Whanganui a Tara me ona Takiwa took place between 1991 and 1999.

1.39 Ngati Toa Rangatira claimed among other matters that:

1.39.1 the Crown's actions were in breach of the Treaty of Waitangi in respect of the Crown's unjustified strategy and campaign (both military and political) to crush Ngati Toa Rangatira resistance to land alienation and to Crown policies, to weaken the influence of Ngati Toa Rangatira and their chiefs, and cause division within the iwi; and that

1.39.2 this campaign included an unjustified and spurious declaration of martial law, the illegal capture of Te Rauparaha and others, and the acquisition of Ngati Toa Rangatira lands and interests under duress.

1.40 The Waitangi Tribunal's Te Whanganui a Tara me ona Takiwa: Report on the Wellington District was released in 2003. The Tribunal found:

1.40.1 at 1840, Ngati Toa Rangatira had ahi ka rights within the Port Nicholson block at Harataunga and parts of the south-west coast;

1.40.2 Ngati Toa Rangatira's take raupatu put them in a position to further establish ahi ka over those lands within the Port Nicholson block where no other group had ahi ka; and

1.40.3 that Ngati Toa Rangatira retained their interests by take raupatu in an area of 120,626 acres in the Port Nicholson block which the Crown granted to the New Zealand Company in 1848 and which the Tribunal considered were never sold by Maori, nor were they paid for them.

1.41 The Tribunal concluded that the Crown breached the Treaty of Waitangi and its principles in a number of ways in its relations with Ngati Toa Rangatira in the Wellington District. In particular, Ngati Toa Rangatira note the following Tribunal breach findings:

1.41.1 the 1839 Port Nicholson deed of purchase was invalid and conferred no rights on the New Zealand Company or those to whom the company subsequently purported to on-sell part of such land;

1.41.2 the Crown failed to act reasonably and in good faith and failed to protect the customary interests of Ngati Toa Rangatira in and over the Port Nicholson block and, in particular, Harataunga, during the process by which the Port Nicholson block lands were alienated out of Maori ownership; and that

1: BACKGROUND

- 1.41.3 the Crown failed adequately to recognise, investigate, or take into account the full scale and nature of Ngati Toa Rangatira's interests in the Port Nicholson block area and failed adequately to compensate Ngati Toa Rangatira for their loss of such interests or to ensure that they gained an equitable interest in the rural and urban tenths reserves which were created for Maori benefit in the Port Nicholson block.
- 1.42 The Tribunal considered that Ngati Toa Rangatira were entitled to compensation for their exclusion from any interest in the "tenths" reserves.

Te Tau Ihu o te Waka a Maui Inquiry

- 1.43 The Waitangi Tribunal Inquiry into Te Tau Ihu o te Waka a Maui took place between 2000 and 2004.
- 1.44 Ngati Toa Rangatira claimed among other matters that:
- 1.44.1 the Crown pursued a deliberate policy of intervention which had the effect and purpose of undermining the traditional leadership of the iwi, the disruption of traditional balances of power in the area, and the dislocation of social relationships between iwi; and
- 1.44.2 as a result of Crown intervention Ngati Toa Rangatira were forced from their lands and dislocated from their resources, and these lands and resources, once under management of the Crown became damaged, depleted and polluted.
- 1.45 The Waitangi Tribunal's *Te Tau Ihu a Te Waka a Maui: Report on Northern South Island Claims* was released in 2008. Ngati Toa Rangatira record that the Tribunal found Te Rauparaha and Ngati Toa Rangatira were the overall leaders of the taua which invaded Te Tau Ihu, and the main conquerors of the Wairau, Karauripe (Cloudy Bay), and Kaituna to Te Hoiere area. Ngati Toa Rangatira also record that the Tribunal reported that for Governor Grey, purchasing land went hand in hand with his wider strategic goal of breaking Ngati Toa Rangatira's dominance of the Cook Strait region.
- 1.46 The Tribunal concluded that the Crown breached the Treaty of Waitangi and its principles in a number of ways in its relations with Ngati Toa Rangatira. In particular Ngati Toa Rangatira note the following issues about which the Tribunal found breaches:
- 1.46.1 the Crown's seizure of Te Rauparaha in 1846, and his subsequent detention were in serious breach of the Treaty of Waitangi and its principles;
- 1.46.2 the great majority of rights holders in the Wairau were not consulted about the Crown's purchase of this district in 1847, did not consent to it, were never paid for it, and were deprived of their tino rangatiratanga in this district;
- 1.46.3 in respect to the Wairau purchase, Ngati Toa Rangatira were subject to coercive pressure that amounted to duress, which was an absolute and deliberate breach of the Treaty of Waitangi;
- 1.46.4 in respect to the Nelson Tenths, the Native Land Court process was inadequate and the evidence also suggests that the presiding Judge's preconceptions influenced his decision. Ngati Toa Rangatira were wrongly denied a share in the tenths;

1: BACKGROUND

- 1.46.5 The Governor exploited important Maori customs to obtain the vast Waipounamu purchase from Ngati Toa Rangatira in 1853. This was described as “an ohaaki within the context of a poroporoaki.” The Tribunal concluded that in negotiating this transaction senior Crown officials exploited Ngati Toa Rangatira’s need to reassert their leadership in the wake of their disastrous loss of mana in 1846-1847 when the Crown abducted and detained Te Rauparaha. The Tribunal also concluded that the Governor should not have exploited the emotions of Ngati Toa Rangatira making farewell statements to him on the eve of his departure from New Zealand to pressure them into a massive land sale;
- 1.46.6 The Crown failed to ensure that Ngati Toa Rangatira in Te Tau Ihu were left with sufficient land holdings; and as a direct result of Crown purchasing Ngati Toa Rangatira in Te Tau Ihu suffered widespread landlessness.

Ngati Toa Rangatira’s Southern Interests

- 1.47 Following its Te Tau Ihu inquiry the Waitangi Tribunal presented some conclusions about the extent of Ngati Toa Rangatira’s southern interests in its 2007 report, *Te Tau Ihu o te Waka a Maui: Preliminary Report on Te Tau Ihu Customary Rights in the Statutory Ngai Tahu Takiwa*. In particular, Ngati Toa Rangatira record the following findings from this report:
- 1.47.1 Ngati Toa Rangatira had customary rights in the area between Parinui o Whiti and Waiau-toa in the 1840s which overlapped with those of other iwi;
- 1.47.2 there was a Ngati Toa Rangatira latent right which the Crown foreclosed when it purchased their interests in the eastern side of Te Waipounamu as far south as Kaiapoi in 1847; and
- 1.47.3 the Crown deliberately and cynically exploited the custom of utu when negotiating for the Wairau purchase by persuading Ngati Toa Rangatira to sell their interests as far south as Kaiapoi where their rangatira Te Pehi Kupe had been killed.
- 1.48 In 1990, the Maori Appellate Court considered Ngati Toa Rangatira’s southern interests. Ngati Toa Rangatira record the following matters regarding the Court’s decision:
- 1.48.1 on 12 November 1990, the Maori Appellate Court delivered a decision which effectively concluded that Ngati Toa Rangatira did not have any interests in the land acquired by the Crown in the Arahura and Kaikoura purchases at the respective dates of those deeds;
- 1.48.2 Ngati Toa Rangatira wanted to appeal this decision to the Privy Council but were denied leave to appeal;
- 1.48.3 Ngati Toa Rangatira consider that their southern interests were ignored in this legal process, and have felt a great sense of grievance about it ever since.
- 1.49 Further, Ngati Toa Rangatira believe the findings of the Maori Appellate Court have meant that Ngati Toa Rangatira have been unfairly prejudiced with regard to the manawhenua over land within the takiwa.

1: BACKGROUND

- 1.50 Ngati Toa Rangatira note the Waitangi Tribunal stated, “[w]e also agreed with the argument of the Te Tau Ihu claimants that they will be further prejudiced by the statutory definitions based on the Maori Appellate Court’s findings, if this should mean that their claims in the northern part of the takiwa are rejected outright, when they come to negotiate their own settlement. Te Tau Ihu iwi have lost the ability to recover their interests in lands which have vested in Ngāi Tahu as a result of earlier Crown settlement and, consequently, we strongly recommend that the Crown take urgent action to ensure that these breaches do not continue.”
- 1.51 Ngāi Tahu then brought a fresh proceeding in the High Court, which alleged that by virtue of the Ngāi Tahu claims settlement legislation, the Waitangi Tribunal did not have jurisdiction to make findings in respect of Ngati Toa Rangatira’s interests in the takiwa. Ngati Toa Rangatira again felt forced to defend its position in the High Court and were successful in doing so. Ngāi Tahu appealed the High Court decision, but withdrew it on the day its submission was due in the Court of Appeal.

NEGOTIATIONS

- 1.52 Ngati Toa Rangatira gave Te Runanga O Toa Rangatira Incorporated (**Te Runanga**) a mandate to negotiate a deed of settlement with the Crown and submitted a deed of mandate to the Crown in May 2005.
- 1.53 The Crown recognised the mandate on 2 November 2005.
- 1.54 Te Runanga and the Crown:
- 1.54.1 by terms of negotiation dated 24 September 2007, agreed the scope, objectives, and general procedures for the negotiations; and
 - 1.54.2 by letter of agreement dated 11 February 2009, agreed in principle, that Ngati Toa Rangatira and the Crown were willing to enter into a deed of settlement on the basis set out in the letter of agreement; and
 - 1.54.3 since the letter of agreement, have negotiated and initialled a deed of settlement.

RATIFICATION AND APPROVALS

- 1.55 Ngati Toa Rangatira have, since the initialling of the deed of settlement, by a majority of:
- 1.55.1 98.7%, ratified this deed and approved its signing on their behalf by Te Runanga; and
 - 1.55.2 91.6%, approved the governance entity to receive the redress.
- 1.56 Each majority referred to in clause 1.55 is of valid votes cast in a ballot by eligible members of Ngati Toa Rangatira.
- 1.57 The governance entity was established, including for the purpose of entering into and receiving redress under this deed of settlement, by deed of trust dated 4 December 2012.

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1.58 The Crown is satisfied:

- 1.58.1 with the ratification and approvals of Ngati Toa Rangatira referred to in clauses 1.55.1 and 1.55.2;
- 1.58.2 with the establishment and purpose of the governance entity referred to in clause 1.57; and
- 1.58.3 with the governance entity being appropriate to receive the redress.

AGREEMENT

1.59 Therefore, the parties:

- 1.59.1 in a spirit of co-operation and compromise and with an open and honest intent, wish to enter into this deed settling the historical claims; and
- 1.59.2 agree and acknowledge as provided in this deed.

2 HISTORICAL ACCOUNT

The Crown's acknowledgement and apology to Ngati Toa Rangatira in part 3 are based on this historical account.

Introduction

- 2.1. In the early 1820s, following a protracted period of conflict in their homeland of Kawhia, Ngati Toa Rangatira were in danger of conquest by neighbouring iwi. Ngati Toa Rangatira leaders, particularly Te Rauparaha and Te Peehi Kupe, decided to leave Kawhia and led their people on a number of heke south, first to northern Taranaki, and then to the Kapiti Coast. Here they re-established themselves and sought to revitalise their iwi and to benefit from potential trade with the Pakeha.
- 2.2. The key event marking the establishment of Ngati Toa Rangatira in the Cook Strait area was the battle of Whakapaetai or Waiorua on Kapiti Island in 1824. The victory at Waiorua also enabled Ngati Toa Rangatira and allied tribes to establish themselves and undertake further migrations from the Kapiti Coast into the Wellington and Hutt Valley districts and across the Cook Strait into Te Tau Ihu (northern South Island).
- 2.3. The battle restored and enhanced the mana of Ngati Toa Rangatira and also that of Te Rauparaha who was credited as the prime mover of the heke and the main war leader of the Kawhia-Taranaki forces. Waiorua was followed a few years later by the invasion of the northern South Island by Ngati Toa Rangatira and its allies under the overall leadership of Te Rauparaha. Six heke, or campaigns, can be identified in Te Tau Ihu and down the East and West Coasts of the South Island between the period of 1827-1832.

The Ngati Toa Rangatira rohe

- 2.4. According to Ngati Toa Rangatira traditional history, at 1840 the iwi exercised tino rangatiratanga as tangata whenua over the lands they occupied. The main areas of Ngati Toa Rangatira occupation in the North Island were the lands on the south-west coast of Wellington at Ohariu, Porirua, Kapiti Island and at locations on the Horowhenua coast. In Te Tau Ihu the main areas of occupation were the Wairau, Port Underwood and the Pelorus Sounds.
- 2.5. It is Ngati Toa Rangatira tradition that their rohe extended well beyond these settlement regions. The northern most point of the Ngati Toa Rangatira rohe is considered to be Whangaehu; in the North Island it extends eastwards to Turakirae Heads and encompasses the Cook Strait. In the South Island, the Ngati Toa Rangatira rohe includes all of Te Tau Ihu; its southernmost point on the West Coast is the outlet of the Arahura River and Kaikoura on the Eastern Coast. Ngati Toa Rangatira used the rivers, streams and Maunga within their rohe in accordance with tikanga.

Ngati Toa Rangatira's position in the Cook Strait region in 1840

- 2.6. In the 1830s, the Cook Strait region became a centre of the whaling industry. Whaling stations were established at, among other places, Titahi Bay, Paremata, Kapiti Island, Te Awaiti in the Tory Channel and at Port Underwood in Cloudy Bay. The flax trade along the lower west coast of the North Island and in the top of the South Island was also important.

2. HISTORICAL ACCOUNT

- 2.7. From Kapiti Island Ngati Toa Rangatira expanded into and adapted to the new world of contact with Europeans, and the iwi further developed and flourished.
- 2.8. Ngati Toa Rangatira established connections with whalers and other maritime traders to their economic and technological advantage. By 1840 Ngati Toa Rangatira held a dominant economic and political position in the Cook Strait region, a situation largely founded on their virtual monopoly of access to European goods and coastal trade in the Cook Strait district. By 1840 Ngati Toa Rangatira were economically prosperous.

The New Zealand Company

- 2.9. The New Zealand Company was a private land company formed in London in May 1839 to establish settlements in New Zealand. Shortly after its formation, representatives were dispatched to purchase land in the Cook Strait region. It wished to purchase land before the British Government acquired sovereignty and established the sole right to purchase Maori land (pre-emption).

The Kapiti Deed 1839

- 2.10. On 25 October 1839, representatives of the New Zealand Company entered into a deed at Kapiti Island with a number of leading Ngati Toa Rangatira chiefs including Te Rauparaha and Te Rangihaeata. The Kapiti deed purported to purchase an area of approximately 20 million acres between Taranaki and North Canterbury.
- 2.11. The deed was written only in English and the oral translation provided by the Company did not accurately convey to the Chiefs its meaning and effect. The boundaries of the purchase were described by degrees of latitude. A chart of New Zealand was shown to the Chiefs, together with a smaller plan showing the shores of the North and South Islands and Cook Strait. The area covered by the deed was not described in a sketch plan.
- 2.12. The New Zealand Company also entered into two other deeds (the Port Nicholson and Queen Charlotte deeds) with other Maori, at or around this time, in an attempt to purchase enormous areas of land in both the North and South Islands. Those deeds included land the Company purported to have purchased in the Kapiti deed.

The Treaty of Waitangi 1840

- 2.13. In 1840 the Crown sought to acquire sovereignty over New Zealand through the signing of a treaty with Maori. Lieutenant Governor William Hobson attached particular importance to obtaining the signature of Te Rauparaha to the Treaty of Waitangi. Hobson had been told that Te Rauparaha exercised 'absolute authority over all the southern parts of this Island', and believed that Te Rauparaha's signature would 'secure to her Majesty the undisputed right of sovereignty over all of the southern districts'.
- 2.14. Te Rauparaha signed the Treaty of Waitangi twice - once at Otaki on 14 May 1840 and a second time on board a naval ship off Mana Island on 19 June 1840. Other Ngati Toa Rangatira leaders including Nohorua, Te Rangihaeata, Matene Te Whiwhi, Tamihana Te Rauparaha, Topeora (Te Rangihaeata's sister) and Te Rau-o-te-rangi (Kahe) also signed the Treaty of Waitangi in 1840. Topeora and Te Rau-o-te-rangi were two of only five women to do so. The signings were conducted at Port Nicholson, Otaki, Cloudy Bay, and Kapiti.

2. HISTORICAL ACCOUNT

The Spain Inquiry, Wellington and Nelson

- 2.15. On 30 January 1840, Lieutenant Governor Hobson proclaimed that only land titles derived from the Crown would be recognised and that a Land Claims Commission would be established to investigate the validity of purchases entered into by Europeans before 14 January 1840.
- 2.16. In November 1840, the British Government agreed to grant the New Zealand Company four acres for every pound the Company had spent on colonisation, including the purchase of land. The British Government also, however, required the Land Claims Commission to inquire into the equity of the Company's claims before any title would be granted to the Company.

Port Nicholson Inquiry

- 2.17. William Spain was appointed a Lands Claims Commissioner by the British Government in January 1841. He arrived in New Zealand in December of that year and in May 1842 commenced hearings of the New Zealand Company's claim to have purchased land around Port Nicholson. Spain was instructed to ensure that a Protector of Aborigines was present at his hearings to represent and protect Maori interests.
- 2.18. The evidence presented to Spain's inquiry quickly revealed serious flaws in the Company's transaction. The Company then proposed to make additional payments to Maori to complete its purchases. The Crown agreed and directed Spain to supervise negotiations between two referees, one appointed by the New Zealand Company and one (the Protector of Aborigines) appointed to negotiate on behalf of Maori. In the event the referees could not agree, Spain was to determine the amount of compensation the Company should pay to complete its purchases. Negotiations broke down by April 1843 and did not resume until the following year.
- 2.19. On 12 September 1843, Spain issued a preliminary report concluding that the greater portion of the land claimed by the Company at Port Nicholson and north to Wanganui had not been alienated and that Maori had not consented to the alienation of their pa cultivations and burial grounds.
- 2.20. In February and March 1844, the Company and the Protector of Aborigines negotiated a series of 'deeds of release' in order to complete the Company's purchase of land in and around Port Nicholson. The boundaries of the land transacted by the Deeds of Release had not previously been surveyed. The schedules attached to the deeds set out which lands containing 71,900 acres would be covered by the deeds. The deeds of release did not list all of the land that was covered by the 1839 Port Nicholson Deed.
- 2.21. Ngati Toa Rangatira did not join with the other Maori who signed these deeds. On 8 and 9 March 1844, Commissioner Spain and the Protector of Aborigines met with Ngati Toa Rangatira chiefs at Porirua, but were unable to persuade them to sign any deed of release in respect of their interests in the Port Nicholson block and, in particular, the Hutt Valley. Ngati Toa Rangatira were offered £300 compensation in respect of these interests and a further £100 as compensation for the crops planted in the Hutt Valley by allies acting with or under the direction of Te Rangihaeata and Te Rauparaha. Commissioner Spain also assured Ngati Toa Rangatira that they would have a share of the reserves created by this transaction. Te Rauparaha, however, refused to accept any payment that included the Hutt Valley north of Rotokakahi, saying that this land would be retained by Maori.

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- 2.22. On 21 March 1844, Crown officials reported that Maori in the Hutt Valley had been observed cutting a boundary line at Rotokakahi to the eastern Hutt hills on Te Rauparaha and Te Rangihaeata's instructions. Ngati Toa Rangatira's intention was to mark the boundary between the area in the Hutt Valley that Ngati Toa Rangatira considered had been alienated to Europeans and the area remaining in Maori ownership. It is Ngati Toa Rangatira's view that the Rotokakahi line signalled there would be no further land sales north of the boundary.
- 2.23. In 1844, Spain directed the survey of what he understood to be the boundaries of the block described in the 1839 Port Nicholson deed. This survey extended the boundary to the south-west coast to include Ohariu and Makara, part of the rohe of Ngati Toa Rangatira. The effect was that additional land was added to the purchase area so that the Port Nicholson block now encompassed 209,247 acres.
- 2.24. In November 1844, following a meeting with Governor Fitzroy at Waikanae, Te Rauparaha accepted and was paid £400 compensation for the 'surrender' of Ngati Toa Rangatira interests in Harataunga (the Hutt Valley). The receipt for the payment did not define the boundaries of Harataunga. Nor did it provide any reserves. Te Rangihaeata only agreed to receive a share of this money in March 1845. He did not regard this payment as extinguishing the rights of his allies and relations from other iwi who remained in the Hutt.
- 2.25. The Crown subsequently treated all of the land in the district covered by the 1839 Port Nicholson deed as if title to it had been extinguished by the Deeds of Release and the receipt signed with Ngati Toa Rangatira.
- 2.26. Commissioner Spain's final report in 1845 recommended that the New Zealand Company was entitled to a Crown grant at Port Nicholson of 71,900 acres, but excluding pa, burial grounds and cultivations and 'Native Reserves' made up of country and town sections ('tenths' reserves). In July 1845, Governor Fitzroy offered a grant to the New Zealand Company on the terms recommended by Commissioner Spain.
- 2.27. The New Zealand Company rejected Fitzroy's Crown grant in February 1846 because it provided for the retention by Maori of their pa and cultivations on sections already purchased from the Company by settlers.
- 2.28. On 27 January 1848 Governor Grey signed a new grant to the New Zealand Company for the Port Nicholson block. The new grant was for 209,247 acres, excepting lands reserved for Maori. This grant encompassed the entire Port Nicholson block, and was a much larger area than that earlier offered to the Company by Governor Fitzroy in 1845 (71,900 acres). The 1848 grant was accepted by the Company.
- 2.29. Ngati Toa Rangatira consider that the 1848 Crown grant to the New Zealand Company included land in which they had not sold their interests. Ngati Toa Rangatira maintain that the November 1844 receipt related only to their interests in Harataunga and, therefore, they were not fully compensated for the entirety of their interests included within the area granted to the New Zealand Company in 1848.
- 2.30. In 1850 the New Zealand Company went out of business and all its land in New Zealand passed to the Crown.

Nelson Inquiry

- 2.31. In late 1841 the New Zealand Company, under the leadership of Captain Arthur Wakefield, established its Nelson settlement at Whakatu in Tasman Bay. At this time,

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Commissioner Spain had yet to inquire into the Company's claims in Te Tau Ihu. The arrival of settlers at Nelson in 1842 placed pressure on the Crown to resolve the Company's land claims.

- 2.32. On 19 August 1844, in Nelson, Spain commenced a hearing into the Company's claim to have purchased extensive areas of the northern South Island. Spain's inquiry was very short. It was adjourned on the third day and moved to arbitration in response to an offer by a Company representative to pay further compensation to resident Maori.
- 2.33. At the conclusion of the arbitration negotiations in Nelson in August 1844, Spain delivered an oral decision (later confirmed in his final report to Governor Fitzroy in March 1845). Spain advised resident Maori that he would not have awarded any further compensation because the lands were purchased previously by the Company from Te Rauparaha and others at Kapiti, and through the extra payment by way of presents delivered from Captain Wakefield. Spain was of the view that the goods given in payment at Kapiti, when combined with the presents subsequently given by the Company to Maori resident in Te Tau Ihu, and the £800 compensation now offered, meant that the price paid was a high one.
- 2.34. Spain concluded that Ngati Toa Rangatira had not intended to sell the Wairau and recommended that no land grant be issued to the Company in this district. However, Te Rauparaha and Te Rangihaeata had testified before Spain at Otaki in April 1843 that they had intended to sell Taitapu and Wakatu. Spain appears to have understood the reference to Taitapu to refer to all of Golden Bay (rather than a block of land on the western side) and Wakatu to have encompassed all of Tasman Bay (rather than just the area around the Nelson settlement). Accordingly, he recommended that the Company receive a grant of 151,000 acres in the districts of Nelson, Waimea, Moutere, Motueka and Golden Bay.

Porirua District

- 2.35. Commissioner Spain's final report on the Company's claims concluded that the district of Porirua had not been purchased pursuant to the Kapiti deed. The Company did not receive a Crown grant in this district and the area remained customary Maori land.

The tenths reserves - Wellington and Nelson

- 2.36. The Company's original Port Nicholson colonisation plan provided for one in every ten sections which the Company disposed of to be reserved for Maori. The location of these 'tenths reserves' was to be decided by lottery. The Company anticipated that they would increase in value as a result of European settlement, and that this would constitute the real consideration Maori received for their land.
- 2.37. The Company's Port Nicholson deed provided for tenths reserves, but the Queen Charlotte and Kapiti deeds did not. The Kapiti deed provided for the Company to select and hold 'suitable and sufficient' reserves in trust 'for the future benefit of the said chiefs, their families, tribes and successors, forever'. Native reserves were established in Wellington and Nelson in the 1840s that later became known as 'tenths' reserves.
- 2.38. The tenths reserves were administered as a general endowment for Maori and funds from the reserves were spent in social and economic areas. The determination of the beneficiaries of the Wellington and Nelson tenths reserves was delayed for several decades until the 1880s and 1890s. In 1888, the Public Trustee made separate

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applications to the Native Land Court to determine those beneficially interested in the Wellington and Nelson tenths.

- 2.39. The Wellington tenths case was heard by the Native Land Court in 1888, presided over by Judge Mackay. Ngati Toa Rangatira did not make a claim before the court and therefore did not receive a share. The Judge remarked, however, that Ngati Toa Rangatira were the only other group 'who would have been justified in making a claim to the territory sold ... in 1839'.
- 2.40. The Nelson tenths case was heard at Nelson in 1892, also presided over by Judge Mackay. A number of groups brought claims seeking an allocation of beneficial interests in the Nelson tenths. When the case opened, Hohepa Horomona stated that he appeared for a 'section of the Ngati Toa' and other iwi. Hohepa asked for an adjournment of the hearing to allow them time to prepare their case because 'only a short notice had been given of the intention to proceed with the case'. This request was apparently refused since the Court went straight on with the hearing.
- 2.41. Three witnesses from another iwi presented evidence over the first four days of the hearing. The judge then asked some of the claimants to prepare lists of owners in order to 'consolidate the business before the Court'. However Ngati Toa Rangatira were not included in this request. The Judge also decided that iwi who had not yet presented their case could only have one witness each.
- 2.42. Although no separate Ngati Toa Rangatira case was put forward Hohepa Horomona was able to cross-examine other witnesses. One rangatira cross examined by Hohepa made a number of references to Ngati Toa Rangatira's presence in the Nelson district. These references to the presence of Ngati Toa Rangatira in the Nelson district were recorded in minutes of the 1892 Nelson Tenths Case written in Te Reo. However, such references do not appear in the judge's notes for this case that were written in English. Ngati Toa Rangatira consider that this contributed to a result that was unfair to Ngati Toa Rangatira.
- 2.43. The Native Land Court decided that 'the hapus who took part in the conquest under Te Rauparaha who did not occupy the land within the Nelson settlement up the year 1840 lost their right to it'. The Ngati Toa Rangatira claim to beneficial interests in the Nelson tenths was therefore dismissed. Ngati Toa Rangatira consider that they were wrongly denied a share in the tenths.
- 2.44. Ngati Toa Rangatira continue to be excluded as beneficiaries of the tenths. This has meant that, unlike other iwi, Ngati Toa Rangatira have been unable to benefit from the increase in value of the lands with the economic development of the region, as was contemplated by the establishment of 'tenths' reserves.

Conflict in the Wairau over land in 1843

- 2.45. In December 1842 New Zealand Company officials went to the Wairau Valley to investigate land for rural sections for its settlers. At this time no land had been granted to the New Zealand Company in Te Tau Ihu. In January 1843 the Ngati Toa Rangatira chief Nohorua, who lived at Cloudy Bay, went to Nelson to inform Arthur Wakefield that the Company could not have the Wairau.
- 2.46. The Wairau surveys began in April of 1843. On 12 May Te Rauparaha and Te Rangihaeata asked Commissioner Spain to intervene and stop the New Zealand Company surveys at the Wairau.

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- 2.47. On 28 May 1843 Joseph Thoms took his schooner *The Three Brothers* across Cook Strait where he collected Te Rauparaha, Te Rangihaeata and about twenty five other Ngati Toa Rangatira people and transported them to Ocean Bay in Port Underwood. Ngati Toa Rangatira were expecting Commissioner Spain to arrive there, but when he did not do so they decided to go directly to the Wairau. En route to Wairau they were joined by Nohorua, Rawiri Puaha and their people from Cloudy Bay.
- 2.48. Ngati Toa Rangatira arrived at Cloudy Bay on 1 June 1843 while the New Zealand Company surveys were still being carried on. On 2 June Ngati Toa Rangatira told a Company surveyor that he had to leave, and then set fire to a hut he had built, his wooden survey poles and the wooden frames of his tent. The survey party was not harmed, nor were their personal possessions. The same thing happened with the other two New Zealand Company survey parties. Most of the surveyors then returned to Nelson. The Ngati Toa Rangatira party, of about one hundred people including women and children, then laid down cultivations and gathered pipis from the river.
- 2.49. Ngati Toa Rangatira still expected Commissioner Spain to come and see them and resolve the question of ownership of the Wairau. A surveyor was told by Maori on 14 June 1843 that 'news had arrived at Port Underwood that Mr Spain was coming over to Cloudy Bay in a fortnight's time to settle the Wairoo [sic] land question'.
- 2.50. In June 1843, a party of special constables, including the Nelson police magistrate, police constables, and all the leading New Zealand Company officials of the settlement, including Arthur Wakefield, travelled to Cloudy Bay aboard the *Victoria* with an arrest warrant for Te Rauparaha and Te Rangihaeata for the crime of arson. When the *Victoria* arrived at Cloudy Bay on 16 June, Ngati Toa Rangatira assumed that Commissioner Spain had arrived.
- 2.51. After disembarking the party made their way upriver in search of Te Rauparaha and Te Rangihaeata. Three miles upriver they encountered a party of Ngati Toa Rangatira made up of Rawiri Puaha and his people from Port Underwood coming in the opposite direction. According to some accounts some members of the Nelson party threatened to shoot him. Rawiri Puaha returned to Te Rauparaha and the others to warn them about what was coming.
- 2.52. The party of special constables reached the main Ngati Toa Rangatira party on Saturday 17 June. They found themselves on the opposite side of the Tuamarina Stream to Ngati Toa Rangatira. The Police Magistrate, Captain Arthur Wakefield and a number of others crossed the creek, apparently unarmed. They were courteously greeted by Ngati Toa Rangatira who 'repeated the usual salutation of welcome'. Te Rauparaha said he was prepared to discuss the matter: 'I care not if we talk all night and all day tomorrow'. But he was not prepared to be arrested.
- 2.53. Others also became involved in the discussion, including Rawiri Puaha and Te Rangihaeata. When Te Rauparaha continued to refuse to be taken into custody, the Police Magistrate became angry. According to Te Rauparaha the Magistrate 'was in a great passion; his eyes rolled about, and he stamped his foot'. When the Police Magistrate called for the men to be brought over to arrest the chiefs a shot was fired.
- 2.54. The European accounts differ but suggest that this first shot was probably fired by one of the Europeans and that it was possibly an accidental discharge. The evidence of Ngati Toa Rangatira at the time was definite and unanimous: that there was an order to fire, that the first shots were fired in response to this and Maori were the first to die. On the order of Te Rauparaha and Rawiri Puaha, Ngati Toa Rangatira returned fire.

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Several Europeans and Maori were killed during the exchange of gunfire, including Te Rongo, the wife of Te Rangihaeata.

- 2.55. The party of special constables then broke and fled up the hill with Ngati Toa Rangatira chasing them for a short distance. After an exchange of gunfire lasting for some minutes a decision was made to surrender and Wakefield and the others laid down their arms. But 'by some mistake' firing became general again. By this time many of the party of special constables had escaped. The remainder, including Arthur Wakefield, laid down their arms again and surrendered.
- 2.56. Those who remained behind were killed. Tamihana Te Rauparaha later wrote that his father was willing to spare the prisoners, but Te Rangihaeata was not. In total twenty-seven Europeans escaped and twenty-two were killed. Between four and nine Maori were killed in the fight.
- 2.57. Following the incident, and the deaths on both sides, the Wairau was made tapu. Ngati Toa Rangatira temporarily withdrew from the northern South Island, acting on the assumption that they were going to be attacked. However, in 1844 Governor Fitzroy announced that, while Ngati Toa Rangatira had been wrong to kill the surrendered men, the New Zealand Company and settlers were 'very greatly to blame' and no action would be taken against Ngati Toa Rangatira for the Wairau. Regardless, the Wairau incident would have long term consequences for the iwi.

1845 Governor Grey - actions to reduce Ngati Toa Rangatira power

- 2.58. At the beginning of 1845 the ownership of the Hutt Valley continued to be disputed between Europeans and Maori. Whilst the Crown considered that the acceptance of £400 in November 1844 by Te Rauparaha and in March 1845 by Te Rangihaeata had settled all Maori claims in the Hutt Valley, Te Rangihaeata did not regard this payment as extinguishing the rights of other groups who remained in the Hutt, and for whom Ngati Toa Rangatira felt responsible.
- 2.59. Between November 1844 and May 1845 Crown officials and Te Rauparaha unsuccessfully attempted to persuade the other iwi to leave the Hutt Valley. Te Rangihaeata, who supported the claims of the other iwi, advocated they be given land elsewhere in the valley. The Crown rejected Te Rangihaeata's proposal and did not accept that the iwi residing in the Hutt Valley had rights independent of Ngati Toa Rangatira.
- 2.60. In 1845 the British Government replaced Fitzroy as Governor with George Grey. In July 1845 the British Government directed Governor Grey to assist the New Zealand Company secure the land it required for its settlers in the lower North Island and upper South Island. The Governor was secretly authorised by the Colonial Office to spend up to £10,000 on the purchase of Maori land for New Zealand Company settlers. In February 1846 Governor Grey arrived in Wellington with substantial military forces.
- 2.61. During the course of 1846 and 1847, the senior Ngati Toa Rangatira chiefs, Te Rangihaeata, and subsequently Te Rauparaha, became primary targets in a Crown campaign of political and military action aimed at reducing the power and influence of Ngati Toa Rangatira and some of their allies. The Crown saw this as necessary for the successful colonisation of the middle of New Zealand and the establishment of the Crown's political authority.
- 2.62. In February 1846 tensions between the Crown and Ngati Toa Rangatira rose when the Crown sent military forces into the Hutt Valley in an effort to evict the iwi supported by

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Ngati Toa Rangatira from the disputed lands. After one group of Maori left the disputed area, Europeans plundered their abandoned homes and Crown military forces subsequently burnt their pa and church. In retaliation Maori plundered nearby settler homes. In the midst of these events Te Rangihaeata wrote to Governor Grey repeating his earlier request for a portion of the Hutt Valley to be set aside for Maori.

- 2.63. Between 3 and 12 March 1846 the Crown placed a large area in the lower North Island under martial law as it sought to establish its authority. Prior to the proclamation the Crown Prosecutor objected that any declaration of martial law would be illegal because Hutt Valley Maori were entitled to retain their cultivations. However, on the basis of advice from the Supreme Court Judge, Governor Grey decided to proceed.
- 2.64. By April 1846 Governor Grey had developed a strategy for the Crown to secure effective control of the Wellington region. The Crown would establish a garrison at Paremata on the Porirua Harbour and construct a road from Wellington to Porirua. A number of military stockades were built along the route. These were Clifford's Stockade, Middleton's Stockade, McCoy's Stockade and Leigh's Stockade. According to a Company settler, by this time Governor Grey had given an assurance to New Zealand Company officials that land would be made available for settlement at Porirua. On 20 April 1846 the Crown issued a new proclamation of martial law over the region south of Wainui and Castle Point.
- 2.65. In May 1846 a force primarily comprised of Maori from other iwi attacked the Crown's military outpost at Boulcott's farm in Upper Hutt. Six Crown soldiers were killed. There is no evidence to suggest that Te Rangihaeata was there, although it is likely some of his section of Ngati Toa Rangatira were involved. Nonetheless, the Superintendent of the Southern District and others believed that Te Rangihaeata was responsible. The Superintendent proposed that Te Rangihaeata's settlement at Pauatahanui be attacked.

1846 Governor Grey seizes and detains Te Rauparaha and other Ngati Toa Rangatira rangatira

- 2.66. After the attack on Boulcott's farm Te Rauparaha wrote to a Crown official in Wellington that he and the 'white people' were at peace and he regretted what had happened in the Hutt Valley. In June 1846 there were further skirmishes between Crown troops and Maori in Harataunga. Te Rauparaha also made an official visit to Wellington accompanied by British military escort and was well received.
- 2.67. Governor Grey, who was not present during Te Rauparaha's visit, soon returned from Auckland with military reinforcements. Governor Grey decided to attack Te Rangihaeata who he held responsible for the violent conflict in the Hutt Valley. However, he had become suspicious of Te Rauparaha and was not prepared to risk attacking Te Rangihaeata until he had sufficient troops to also hold Te Rauparaha 'in check' should that become necessary. On 18 July the Crown significantly extended the area under martial law. Governor Grey then decided to seize and detain Te Rauparaha and set out his intention to do so in a report to the British Government.
- 2.68. Governor Grey and a military force travelled by sea from Wellington to Waikanae and then to Porirua. At daybreak on 23 July a military force went ashore and seized Te Rauparaha, Wiremu Te Kanae, Hohepa Tamaihengia and two others of Ngati Toa Rangatira. Te Rauparaha had not participated in the previous fighting. Ngati Toa Rangatira's stocks of arms and ammunition were destroyed. A group of Te Rangihaeata's supporters attempted to rescue Te Rauparaha but were unsuccessful.

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- 2.69. Te Rauparaha was detained on a naval vessel, the *Calliope*, for ten months and then under house arrest in Auckland for approximately eight months. He was finally returned to his people at Otaki in 1848. Te Rauparaha was never charged or tried for any offence.
- 2.70. According to a nineteenth century Ngati Toa Rangatira source, Ngati Toa Rangatira did not know why Te Rauparaha had been arrested and detained. A British Government official was concerned that there was no legal basis for Te Rauparaha's detention, and that Governor Grey was assuming powers for which there was no legal justification. Nevertheless the official thought it neither necessary nor desirable to inquire into these issues.
- 2.71. It has always been Ngati Toa Rangatira's view that the seizure was unjustified and a deliberate attack on his mana and designed to undermine the power of the iwi.

Military action against Te Rangihaeata

- 2.72. In August 1846 a Crown force attacked Te Rangihaeata's pa at Pauatahanui only to find it deserted. A section of Ngati Toa Rangatira under Rawiri Puaha briefly joined the pursuit of Te Rangihaeata from Pauatahanui up the Horokiri Valley but they did not take an active role in the fighting. The Crown's Ngati Toa Rangatira allies also provided Te Rangihaeata with supplies and intelligence.
- 2.73. By September 1846 Te Rangihaeata had withdrawn to the Horowhenua where the Crown did not pursue him.
- 2.74. On 14 October 1846 an Indemnity Ordinance was made by the Legislative Council retrospectively validating all actions carried out by military officers under the authority of martial law.

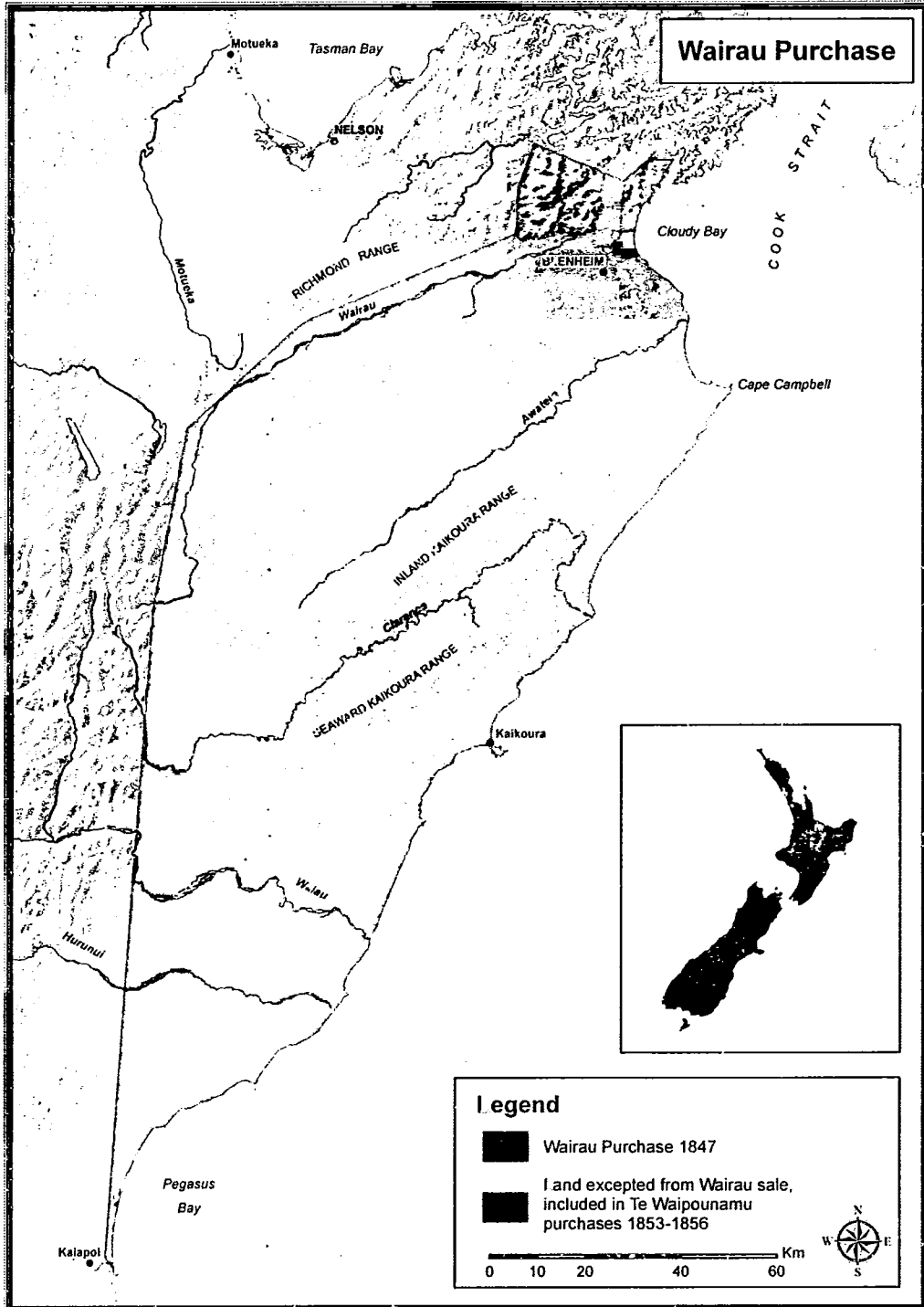
Acquisition of the Wairau Block

- 2.75. The Wairau was not included in Commissioner Spain's recommended award to the Company in 1845. In 1846 pastoralists started to drive sheep into the district. The Company wanted land in the Wairau because it was unable to satisfy its obligations to its settlers with land in the Nelson district. In November 1846 Governor George Grey, who had been instructed by the British Government to assist the Company obtain the land it needed, gave instructions for the Wairau district to be purchased. The Government was to carry out the negotiations on behalf of the Company.
- 2.76. In March 1847, whilst Te Rauparaha was in custody and Te Rangihaeata in exile, Governor Grey concluded the Wairau purchase for £3,000 with three young Christian rangatira of Ngati Toa Rangatira: Matene Te Whiwhi, Tamihana Te Rauparaha and Rawiri Puaha. These rangatira had interests in the land and were strongly influenced by their wish to have Te Rauparaha released from captivity. In 1848 George Clarke senior, formerly the chief protector of aborigines, wrote that the Wairau had been '*wrung and wrested*' from Ngati Toa Rangatira. There is no evidence that Ngati Toa Rangatira as a whole consented to this alienation. Neither Te Rauparaha nor Te Rangihaeata signed the deed.
- 2.77. According to a Ngati Toa Rangatira manuscript source, Ngati Toa Rangatira sold the block to the government after Governor Grey asked them to surrender the Wairau as compensation for those who were killed by Ngati Toa Rangatira at the Wairau incident in June 1843. There are also statements from other Maori in 1859 and 1860 that

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suggest Governor Grey exploited traditional notions of utu by emphasising the fact that the sale was a 'payment' in return for the Wairau incident.

- 2.78. The Wairau deed alienated over 3 million acres of the north-eastern South Island to the Crown. The boundaries of the area 'purchased' extended from the Wairau as far south as Kaiapoi. The deed set aside a reserve in the Wairau later estimated at 117,248 acres. The boundary of the Wairau reserve was surveyed in 1851 but there is no evidence a Crown grant was issued for it. The purchase money was to be paid in five annual instalments of £600. Sir George Grey later stated that the payment was 'very trifling compared with the extent of land'.



Acquisition of the Porirua Block

- 2.79. The Porirua transaction occurred only a few weeks after the Wairau sale and both deeds were complementary components of a single transaction. Neither Te Rauparaha nor Te Rangihaeata signed the Porirua purchase deed, nor were they invited to do so. The same chiefs who signed the Wairau deed, Tamihana Te Rauparaha, Matene Te Whiwhi and Rawiri Puaha, also signed the Porirua deed along with five others. The area alienated was from Ohariu (Makara) in the south to Wainui (Paekakariki) in the north and bounded to the east by 'the line determined by Mr Commissioner Spain for the Port Nicholson block'. This area contained at least 68,896 acres and the purchase price of £2,000 was to be paid in three annual instalments.
- 2.80. Three reserves totalling over 10,000 acres were retained by Maori at Porirua, the Whitireia peninsula and an area from Paremata to Paekakariki. The reserved area included Taupo pa and an area of Porirua harbour, but all the lands around Pauatahanui harbour and the Horokiwi Valley, the main transport and communication points, were included in the area sold to the Crown.
- 2.81. Governor Grey explained to the British Government that this area was needed to make available to the New Zealand Company the sections they had already surveyed at Porirua. Strategically it was also important; Grey reported that 'in a military point of view, the possession of a great part of the Porirua District, and its occupation by British subjects, were necessary to secure the town of Wellington and its vicinity from future hostile attacks and aggressions from evil-disposed natives'.
- 2.82. Governor Grey also reported the payment of the purchase money from the Wairau and Porirua purchases to Ngati Toa Rangatira over several years would give the Crown 'an almost unlimited influence over a powerful and hitherto a very treacherous and dangerous tribe'.
- 2.83. The tradition of Ngati Toa Rangatira is that both the Porirua and the Wairau blocks were alienated to the Crown to ensure the freedom of Te Rauparaha. Ngati Toa Rangatira feel that Governor Grey violated the rights of other Ngati Toa Rangatira leaders by only consulting with the few rangatira involved.
- 2.84. By 1847, through its detention of Te Rauparaha, the pursuit of Te Rangihaeata into the Horowhenua, and purchase of the Wairau and Porirua districts, the Crown had effectively established its control over the Wellington, Nelson, and Porirua districts.
- 2.85. The following waiata was written by Te Rangihaeata and refers to the Crown's role in capturing Te Rauparaha and the alienation of Ngati Toa Rangatira's land:

*Taku waka whakairo e
taku waka whakateretere e
Ki runga I te ngaru na e
Tena ka pakaru e
Kei te Manuao e pukai ana e
nga maramara na e.
Haere ra, e Raha
i te aroaro o Tu-mata-uenga na, e,
Te mana o te Kawana e,
Te inati o Ngati Raukawa na, e.
Haere ra, e Raha e
i te aroaro o Ihu Karaiti,*

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*Te mana o Kawana e
Te inati o Ngati Toa ora e.
Ki atu ana au 'E koro, haehae matariki na, e'
Tu mai ana a koe 'Waiho i Porirua
i te kainga ururua.'
Kia ngata ai to puku, e hao nei koe, na, e
E kore au e tangi i enei nga raro, na, e
Tukua atu ki tua ki nga ra o te waru, e
Ka kohi au i aku tini mahara, na, e.*

*My carved canoe
My swift canoe
Upon the waves
Broken and shattered
Upon the ship, heaped
The pieces.
Go, Raha,
To the presence of Tu-mata-uenga.
The power of the Governor
Has divided Ngati Raukawa.
Go, Raha,
To the presence of Jesus Christ,
The power of the Governor
Has divided Ngati Toa.
I asked, 'Are we to be divided into little pieces?'
You replied, 'Stay at Porirua
The home of woods and bush,
There to attend to your needs'.
I will not weep during these events,
But later in times of scarcity,
And now I collect together my memories.*

Further Crown purchases

2.86. Between 1853 and 1865 further Crown purchases reduced the lands remaining in Ngati Toa Rangatira's ownership. In addition other deeds of sale between the Crown and neighbouring iwi overlapped with Ngati Toa Rangatira customary interests. These transactions included:

- 2.86.1. The first Te Waipounamu purchase (10 August 1853);
- 2.86.2. The Whareroa purchase (November 1858);
- 2.86.3. The Wainui purchase (9 June 1859);
- 2.86.4. The Papakowhai purchase (28 May 1862); and
- 2.86.5. The Mana Island purchase (1 December 1865).

The Te Waipounamu Purchase

2.87. In 1853 the Crown sought to extinguish all remaining Maori customary interests in the northern South Island. The Crown wanted to obtain further large tracts of land for European settlement and also believed that the Te Tau Ihu region might contain valuable mineral resources.

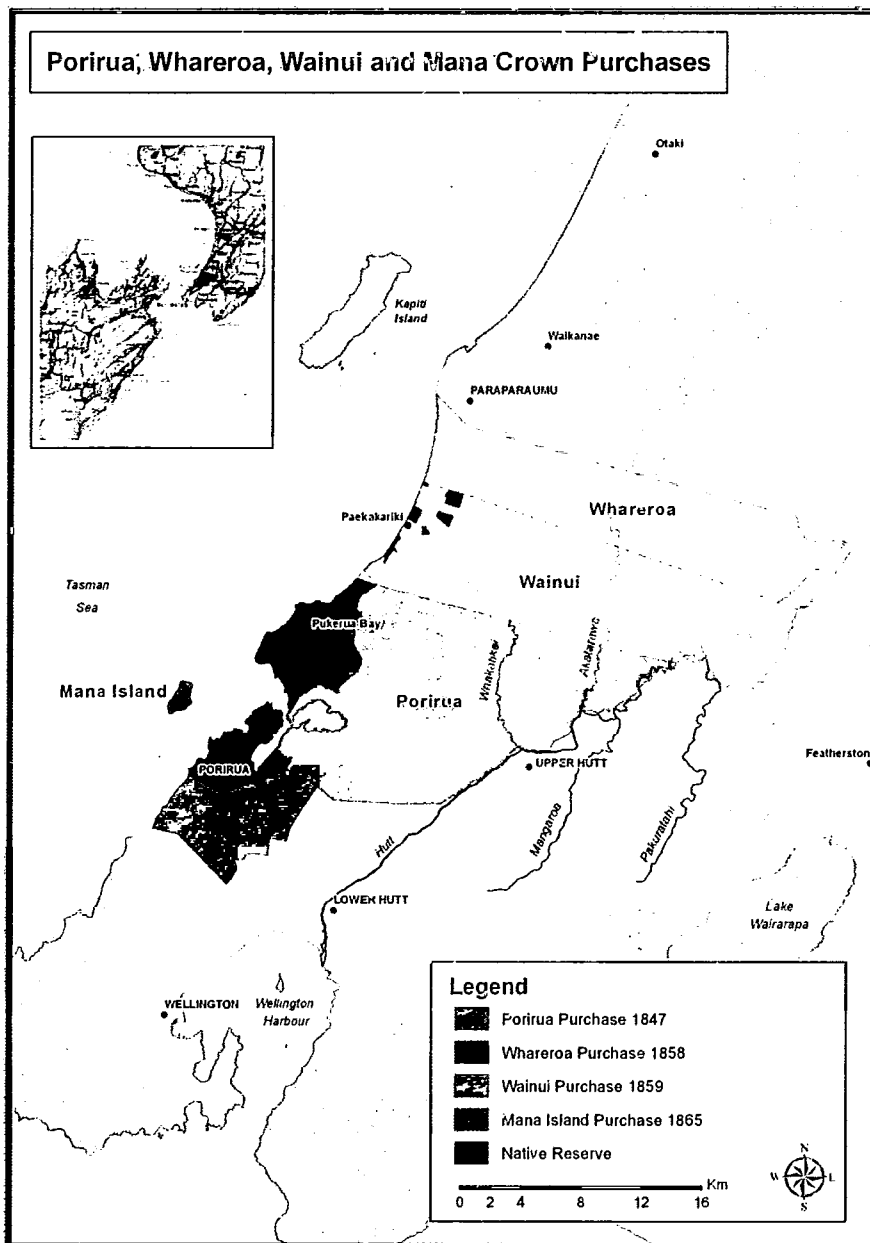
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- 2.88. In August 1853 Governor Grey, who was leaving New Zealand, attended a farewell hosted by Ngati Toa Rangatira at Porirua. At this hui Grey asked Ngati Toa Rangatira to sell all their remaining customary rights in Te Tau Ihu to the Crown. Ngati Toa Rangatira initially intended only to sell their interests in the west of Te Tau Ihu. However, after lengthy discussions with Governor Grey and Donald McLean, the Chief Land Purchase Commissioner, Ngati Toa Rangatira agreed to Grey's request.
- 2.89. On 10 August 1853 Ngati Toa Rangatira signed a deed that purported to transfer all remaining Maori land interests in Te Tau Ihu to the Crown. The deed provided for £5,000 purchase money of which £2,000 was paid to Ngati Toa Rangatira when the deed was signed. The remaining £3,000 was to be distributed among other iwi resident in Te Tau Ihu, named in the deed as conjoint owners of the land.
- 2.90. Ngati Toa Rangatira initially regarded the £5,000 being offered as low for such a large area. As an inducement to sign the deed Grey agreed that 26 Ngati Toa Rangatira claimants 'were also to have Two hundred acres each, out of the lands thus ceded...in such places as the Governor might set apart for this purpose'. It was also reported that some Ngati Toa Rangatira 'had great reluctance in ceding' the Te Hoiere (Pelorus) district. Grey offered fifteen of the Ngati Toa Rangatira chiefs with interests in Te Hoiere, scrip worth £50 which they could use to select freehold grants from Crown lands elsewhere in the Colony. Neither of these promises were recorded in the deed.
- 2.91. In December 1854 the Crown altered the terms by which the remaining payment was to be made for the Waipounamu purchase. A further £2,000 of the purchase money was paid to mainly Ngati Toa Rangatira chiefs at a hui in Wellington.
- 2.92. This transaction purchased the vast majority of the extensive reserve in the Wairau which was set aside by the 1847 Wairau deed. Under the Te Waipounamu purchase only two reserves were set aside in the Wairau – 960 acres at the Wairau and 2,161 acres at White's Bay (Pukatea). The reserve areas were therefore reduced in size by approximately 97 per cent, from about 117,000 acres to 3,000 acres, to be jointly occupied by Ngati Toa Rangatira and two other iwi resident in the Wairau. The reserves were found to be largely inadequate for agricultural development. The Wairau reserve contained only 50 acres suitable for cultivation and the remainder was swamp land prone to flooding. The Pukatea reserve was mostly steep land and generally unfit for cultivation. In 1899 the Native Land Court partitioned Pukatea into three blocks. Ngati Toa were awarded interests in Pukatea 2 (1,470 acres) and a one third interest in Pukatea 3, a small fishing reserve. Pukatea was leased for much of its history, but provided only a small return for its many owners. In the 1950s, the Crown purchased almost the entire Pukatea reserve for recreational purposes.
- 2.93. The 200-acre blocks promised to 26 Ngati Toa Rangatira chiefs in 1853 were never allocated. In 1878 Ngati Toa Rangatira agreed to a Government proposal to accept a monetary equivalent to the value of the lands when the awards were made. Parliament voted £5,200 in lieu of the 200-acre blocks. At this time only five of the original chiefs survived and in May 1880 Ngati Toa Rangatira leaders asked the Government to give them the money to distribute. The Government declined and instead placed the money into a trust administered by the Public Trustee, with the income going to the original recipients or their descendants. The resulting income rewarded was assessed on the 1850s value of the reserves of only £1 per acre and not adjusted for rising land prices. Eight Ngati Toa Rangatira chiefs used their £50 scrip to purchase land in Nelson province.
- 2.94. It is Ngati Toa Rangatira tradition that the iwi was never fully compensated for their remaining interests in Te Waipounamu.

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Other Crown purchases

2.95. The Crown purchased further areas of land from Ngati Toa Rangatira in the course of the nineteenth century. These included 34,000 acres known as Whareroa, in the Waikanae district, situated between the Whareroa Stream to the south and Te Uruhi to the north. The purchase was finalised in 1858 for £800. Reserves of 250 acres were created. Wainui, an area of 30,000 acres to the south of the Whareroa block, was purchased in 1859. The price was £850 and reserves of 787 acres were created. The boundary began on the coast, at a place called Te Ana-a-Hau, then north to Paekakariki and on to the north boundary, the mouth of the Whareroa River. The small Papakowhai block, at Porirua, was purchased in 1862 for £210. Mana Island, 525 acres, was purchased in 1865 for £300.



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Ngati Toa Rangatira landholdings after Crown purchases

- 2.96. By about 1860 most of Ngati Toa Rangatira's landholdings had been alienated by Crown purchase, leaving only the reserves within the Wairau and Porirua blocks, and a few remaining areas of land outside these areas in Maori customary title (for example Kapiti Island).
- 2.97. Over the next one hundred years most of Ngati Toa Rangatira's remaining landholdings were alienated as a result of further Crown purchases, private purchases, and public works takings.

The Alienation of the Porirua Reserves

- 2.98. Three blocks of land; at Porirua, on the Whitireia peninsula, and to the north, between Paremata and Paekakariki, were set aside as reserves for Ngati Toa from the Crown's 1847 Porirua purchase. From the 1850s Ngati Toa Rangatira informally leased Porirua reserves to European farmers. These arrangements were formalised during the 1860s when several thousand acres was placed, with the agreement of Ngati Toa Rangatira, under the administration of the Crown under the Native Reserves Acts of 1856 and 1862. Crown administration of the reserves produced an income for the Ngati Toa Rangatira owners but they had no control over the way in which the land was used or the way in which the income from the lands was obtained or expended. In 1875, Wi Parata and Ngahuka Tungia of Ngati Toa Rangatira were successful in having one Porirua reserve returned to them after they argued that they had 'not understood the effect of their act' when handing the land over to the Crown.
- 2.99. The Native Land Court investigated the ownership of most Porirua reserves during the 1870s and 1880s. The Crown established the Native Land Court to determine the owners of Maori land 'according to native custom' and convert customary title into title derived from the Crown. Customary tenure accommodated complex and fluid land uses and relationships with the land but the new land laws required those rights to be defined and fixed, and did not necessarily accommodate all those with an interest in the land. Land rights under customary tenure were generally communal but the new land laws gave rights to individuals. The Crown expected this land title reform would lead Maori to abandon their traditional tribal and communal ways of holding land. The Native Lands Act 1862 waived the Crown's right of pre-emption, giving Maori the right to sell or lease their land directly to European settlers.
- 2.100. Over time most of the Porirua blocks were partitioned into a number of subsections and individual interests identified and apportioned. Some subdivisions were awarded to a single individual or a small number of owners. In most cases titles awarded by the Court were made inalienable, except with the consent of the Governor, by sale, mortgage, or lease longer than 21 years.
- 2.101. Between 1880 and 1920 the majority of the Porirua reserves were sold by their Ngati Toa Rangatira owners to a small number of European farmers once restrictions on alienation were lifted. Before 1888 restrictions were lifted by the Governor and after 1888 by the Native Land Court. Evidence suggests that the Governor or Native Land Court approved most applications by owners for the removal of alienation restrictions and that sale took place soon afterwards. There is often little or no evidence about the reasons for these sales.
- 2.102. The northern Porirua reserves were among the first to be sold. In 1883, Taupo No.1 (2,561 acres) was sold in order to pay the debts of owners who had died. By 1887 Haukopua East (818 acres), to the north of Taupo 1, was sold.

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- 2.103. On the southern side of Porirua harbour most of Aotea 1 and 5, Koangaamu, Komangarautawhiri, and Onepoto were sold by 1910. Waiere 1 was alienated over a period between 1893 and 1899 as a private purchaser acquired the individual interests of each of the 14 owners. Between 1895 and 1897 the eight subdivisions of the Motuhara reserve on the northern shore of Porirua Harbour were sold to the Wellington and Manawatu Railway Company.
- 2.104. The Native Land Act 1909 removed all alienation restrictions on land titles awarded by the Native Land Court and provided for district Maori Land Boards to approve sales of Maori land. The Act introduced a range of checks which were supposed to ensure the validity of sales and that no sales would result in landlessness. Between 1910 and 1920 most of the Kahotea and Wairere 2 blocks, totalling approximately 500 acres, were sold following partition hearings in the Native Land Court and approval by the Aotea Maori Land Board.
- 2.105. Most of the Kenepuru reserve, located at the centre of the present day Porirua central business district, was purchased by the Crown. Between 1917 and 1921 the Crown prohibited private land dealings over several Kenepuru subdivisions while it sought their acquisition. In 1921 the Crown took 88 acres of Kenepuru, under the Public Works Act 1908, for the Porirua Mental Hospital.
- 2.106. By 1920 only a small area of the southern Porirua reserves remained in Ngati Toa Rangatira ownership. Today the main area of former reserve land remaining in Ngati Toa Rangatira ownership, outside of Takapuwhia, is located at Hongoeka, on the northern side of Porirua Harbour.

Plimmerton and Taupo No. 2 Block

- 2.107. The Taupo Block at Plimmerton was formerly the site of a large pa belonging to Te Rauparaha in the 1840s. It was the site from which Te Rauparaha and four other Ngati Toa Rangatira chiefs, including Te Kanae and Hohepa Tamaihengia, were taken prisoner on 23 July 1846. The Taupo block was part of one of the reserves created for Ngati Toa Rangatira from the 1847 Porirua purchase.
- 2.108. In 1874 Matene te Whiwhi and Tamihana Te Rauparaha brought the Taupo block before the Native Land Court to investigate its ownership. A certificate of title was issued in August 1875. In 1881 the Native Land Court subdivided the land into four blocks. Taupo No. 2 was made 'absolutely inalienable' and designated as a 'burial place for the Ngatitua tribe'. Wi Parata was appointed as the sole trustee. The land had been used as an urupa since the 1840s and, among many others, was the burial site of the Ngati Toa Rangatira chief Te Hiko, and Miriama Te Wainokenoke, wife of the tohunga Nohorua.
- 2.109. The Native Reserves Act Amendment Act 1896 vested Taupo No. 2 in the Public Trustee as a Native reserve. The preamble to the Act stated that because only part of the land had been utilised as an urupa and 'the surviving members of that tribe are few in number' it was deemed 'expedient' that the land be utilised for other purposes. Under the Act one acre of the land was set aside for a burial ground. The rest was to be leased for a term not exceeding forty two years. The Public Trustee used rental proceeds to disinter and remove all the koiwi (skeletal remains) from the leased land and re-interred them in the one acre burial ground.
- 2.110. By transferring the trust from Wi Parata to the Public Trustee, the 1896 Act further reduced the amount of land remaining in Ngati Toa Rangatira control.

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- 2.111. Between 1896 and 1906 the Public Trustee managed the reserve with apparently little consultation with Ngati Toa Rangatira. In this time several parties approached the Trustee interested in acquiring some of the reserve land, including the Education Board for a school site, but nothing eventuated from these requests.
- 2.112. In 1906, the Crown took Taupo No. 2 Block as a scenic and historic reserve under the Scenery Preservation Act 1903. This made the reserve Crown land. However, the block was returned to the Public Trustee in 1908, under the terms of the 1896 Act, following the passing of the Taupo No. 2 Block Act 1908. The Trustee proposed to subdivide and lease the land. In 1911 the Native Land Court determined that there were 48 beneficial owners in the block. The Public Trustee began leasing sections on Taupo No. 2 in 1913.
- 2.113. In 1913 Heni te Rei, a beneficial owner of the block, petitioned parliament for the return of Taupo No. 2 from the Public Trustee to the owners. The Native Affairs Committee, however, had no recommendation to make on the petition.
- 2.114. In 1922 a local Member of Parliament proposed that land in the reserve be taken for public shelter sheds, a recreation ground, conveniences and a public hall. This proposal required approximately three-quarters of the one acre burial ground, including the entire flat portion, and two adjacent sections leased by the Trustee.
- 2.115. On 14 November 1922 the Hutt County Council gave notice of its intention through the Public Works Act 1908 and the Counties Act 1908 to take the land in the burial reserve. The land was finally taken in 1924 under the Public Reserves and Domains Act 1908. The Ngati Toa Rangatira beneficial owners were paid £840 compensation.
- 2.116. As a consequence of the taking in 1924, all koiwi were now located on a small steep site which had been set aside. It was approximately one-tenth of the size of the original one acre burial reserve. Miriama Thoms Ngapaki, the great grand-daughter of Miriama Te Wainokenoke, was the last person interred in the small area on top of the hill in September 1930.
- 2.117. By 1926 the public works taking, and the Crown's purchase of the balance of the reserve, had left approximately one-tenth of an acre of Taupō No. 2 in Ngati Toa Rangatira ownership. The small remaining burial ground was proclaimed as a Maori reservation for Ngati Toa Rangatira in 1974.

Takoto mai e kui ma, e koro ma, i te urunga te taka, te moenga, te whakaara hia

The Whitireia Block

- 2.118. The Whitireia block is located at the northern end of the Whitireia peninsula at the south head of Porirua harbour. The area is rich in archaeological sites and has been settled for several centuries. Whitireia was part of one of the reserves excluded from the Crown's 1847 Porirua purchase. In August 1848 eight individuals of Ngati Toa Rangatira, including Te Rauparaha, Tamihana Te Rauparaha, Matene Te Whiwhi, Hoani Te Okoro, Watarauhi Nohorua, Waitere, Wiremu Te Kanae and Rawiri Puaha gifted 500 acres of land at Whitireia to the Crown for the purpose of establishing a college.
- 2.119. On 8 December 1850 the Crown granted the land to George Augustus Selwyn, Bishop of New Zealand, for the purpose of a school at Porirua. A Trust was set up and the land then conveyed to the Trustees by deed in 1858. The first Whitireia Trustees were

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the Bishop of Wellington, Octavius Hadfield (at that time Archdeacon of Kapiti), Henry St Hill and Stephen Carkeek.

- 2.120. No school or college was ever built at Whitireia. In 1875 Wi Parata raised this matter before a select committee of the Legislative Council and in 1876 Wi Parata and others petitioned for the return of the land. The Native Affairs Committee reported that it was not prepared to recommend that a school should be established at Whitireia or that the land should be returned to Ngati Toa Rangatira. In 1877 Wi Parata unsuccessfully pursued the issue before the Supreme Court. The Court held that the grant had extinguished native title and that 'in law the Crown is to be regarded as the donor and not the Ngatitua tribe'.
- 2.121. In 1896 Heni Te Whiwhi (Matene Te Whiwhi's daughter) and 13 others again petitioned parliament seeking the return of Whitireia. The Native Affairs Committee was sympathetic and recommended that the grant be cancelled, the land be given the status of Maori customary land and returned to the donors or their successors, 'along with all the rents accrued thereon'.
- 2.122. The Crown took no action with respect to the Select Committee recommendations. But it is possible the Committee's 1896 Report led the Trustees to take action. In 1899 the Church sought the Supreme Court's approval to use the Whitireia Trust funds, now totalling £6,480 to fund scholarships to Church of England schools elsewhere. The Crown, in a series of Court cases, opposed the scheme arguing that if the Trust had failed the land should revert back to the Crown. The case eventually reached the Privy Council who ruled in favour of the Church. Although Ngati Toa Rangatira took no part in these cases they continued to argue that as no college had been built the land should be returned to the iwi.
- 2.123. In 1902 Hohepa Wi Neera argued before the Court of Appeal that the Native Title at Whitireia had not been extinguished at all. The Court ruled that the 1877 decision by the Supreme Court was correct and it had to treat the Crown grant as amounting to a valid extinguishment of the customary title.
- 2.124. By 1905 the land was still leased as a farm and was worth between £4,000 to £5,000. The land was let at a rental of £200 per annum but it was earning considerably more than the rent from investments (£472).
- 2.125. In 1905 another inquiry took place into the various educational trust grants. This was a Royal Commission on the Porirua, Otaki, Waikato, Kaikokirikiri and Motueka School Trusts. Those who gave evidence to the Commission included Wi Parata, Raiha Puaha, Tatana Whataupoko, and Heni Te Whiwhi of Ngati Toa Rangatira, and supported by several Members of Parliament.
- 2.126. The Commission found that the original Whitireia Trust had not been carried out. It also found that the scheme for the Trust money approved by the Supreme Court and the Privy Council did not give effect to the Trust. The Commissioners concluded that the Whitireia and Otaki Trusts should be combined. The Commissioners also recommended that the Anglican Church continue to appoint the new Trustees.
- 2.127. The 1907 Otaki and Porirua Empowering Act implemented the findings of the Royal Commission. Under the Act the Porirua and Otaki Trust properties were amalgamated and a new Porirua College Trust Board established. The trustees were empowered to sell vested land with the consent of the General Synod and Governor-in-Council.

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- 2.128. The Otaki school, with a boarding hostel, was then built on a 20-acre site at Te Rauparaha street, Otaki. In 1924 the Porirua College Trustees sold 25 acres of land at Whitireia and in 1935 a further 100 acres at Whitireia were sold to the New Zealand Broadcasting Board. The Otaki school was not successful and was forced to close in 1939.
- 2.129. In 1943 the Otaki and Porirua Trusts Act was passed. The Porirua College Trust Board was dissolved and replaced by the Otaki and Porirua College Trust Board. At least one of the Trustees had to be Ngati Toa Rangatira. The Board was empowered to sell land with the consent of the Minister and with the prior consent of the Native Land Court. The Court was to ascertain, as far as it was practical to do so, the wishes of the tribe or hapu concerned before making its decision.
- 2.130. In 1946 the membership of the Board was expanded from eight members to ten. One of the five members chosen by the Board had to be a member of one of three local iwi, one of which was Ngati Toa Rangatira. The Board remained empowered to sell the lands vested in it - including Whitireia - at any time, but the prior consent of the Raukawa Marae Trustees, rather than the Native Land Court, was now required.
- 2.131. In December 1973, following various public works takings and earlier sales, the remaining portion of Whitireia (283 acres) was sold to the Crown for the purpose of a public reserve. As a condition of sale land at Onehunga Bay was 'to be set aside and permanently preserved in such a way as will protect the historical associations of this area with the Ngatitua tribe'. To date the land has not been set aside. Whitireia remains in Crown ownership under the administration of the Department of Conservation.

Kapiti Island

- 2.132. During the 1840s the Ngati Toa Rangatira population on Kapiti Island declined. Many Ngati Toa Rangatira who temporarily evacuated the island to escape a flu pandemic around 1840 did not return. By the mid-1840s most of the remaining Ngati Toa Rangatira on the island left for the mainland 'to be near the churches'. By 1850 everyone had left.
- 2.133. In 1852 Ngati Toa Rangatira declined an offer of £5,000 from George Grey for the entire island. From 1850 until the 1870s, Ngati Toa Rangatira leased Kapiti Island rather than occupying it. However, in the 1870s Wi Parata, a major landowner on Kapiti Island, built a small corrugated iron house on the island. There was at that time also a small whare at Rangatira Point used by 'fishing parties of natives'. In 1876 a private purchaser offered Ngati Toa Rangatira, through Wi Parata, £8,000 for the island. Again the offer was declined.
- 2.134. The Native Land Court investigated title to Kapiti in 1874. Almost all those admitted by the Native Land Court to the ownership of Kapiti were members of Ngati Toa Rangatira. The island was subdivided into five blocks. Subsequent hearings between 1882 and 1895 saw the land further subdivided into smaller blocks.
- 2.135. Kapiti Island continued to be leased by its Maori owners to Europeans following its title determination. By 1897, Europeans leased approximately 86 per cent of the island and owned 642 acres.
- 2.136. During the late nineteenth century growing concern over declining numbers of indigenous birds led the Liberal Government to set aside several islands as bird sanctuaries. In 1895 Kapiti Island was promoted as a potential bird sanctuary. Crown

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acquisition of Kapiti was initiated in 1897 when the Kapiti Island Public Reserve Bill was enacted. The purpose of the Act was to ultimately transfer Kapiti Island into Crown ownership and offer compensation to the Maori owners. At the time of drafting Ngati Toa Rangatira owners strongly voiced their opposition to the bill and a petition signed by twelve major landholders was presented to the Government.

- 2.137. Despite Ngati Toa Rangatira protest the bill was passed. The Kapiti Island Public Reserve Act prevented private land dealings while the Crown sought to acquire title to the island. It became illegal for land owners on Kapiti to lease or sell their land to anyone other than the Crown. All land held by anyone other than the 'original Native owners' or their successors, 725 acres in total, was immediately vested in the Crown and the owners compensated. This also meant the Maori owners immediately lost any income they had been receiving from leases to Europeans. Maori landowners retained ownership but no longer had the power to sell or lease except to the Crown. The main options now open to owners were to leave the land idle, attempt to utilise it themselves, or lease or sell to the Crown.
- 2.138. By 1904, as a result of compulsory vesting under the 1897 Act and subsequent purchasing of individual interests, the Crown had acquired 2,998 acres of Kapiti Island. Purchase of an additional 370 acres had been deferred for the time being. The Crown had acquired all of Te Mingi and Kaiwharawhara blocks as well as portions of Maraetakaroro, Rangatira and Waiorua. Six blocks (1,621 acres) still remained in Maori ownership.
- 2.139. By 1911 the Crown had increased its landholding to 3,778 acres. The purchase of two areas, totalling 124 acres, was still being negotiated. Maori retained ownership of 1,211 acres. The vast majority of this remaining land was at the north of the island in the Waiorua Kapiti No. 5 block. At this time, due to the death of Wi Parata in 1906, the largest landowner on Kapiti was Hemi Matenga. Wi Parata's interests had been divided amongst his five adult children. When Hemi Matenga died without issue in 1912 his interests also passed to Wi Parata's children, Matenga's nieces and nephews.
- 2.140. From 1909 Utauta Webber, Wi Parata's daughter, lived and farmed with her family at Waiorua. They saw it as important to have a presence on the Island in order to maintain their interests. She remained on the island until the late 1930s and continued to visit it during the early 1940s making an effort to run the farm with the help of casual labour. After the war, in 1946, one of her sons moved back to the island in an attempt to revive the family farm.
- 2.141. By the 1950s the Webber farm had fallen into disrepair. The Crown purchased most of it over a ten year period. In return the five owners received a share in a 30-acre block on the shores of Waiorua Bay, a one and three quarter acre interest in Motungarara, and a small cash payment.
- 2.142. By the beginning of the 1960s, three blocks were now left in Maori ownership: the 30-acre Webber block; Waiorua 5A2 (two acres with 45 owners) and Rangatira 4B2 (three acres with 15 owners).
- 2.143. In 1965 the Crown compulsorily purchased Rangatira 4B2 and in 1967 the Crown bought Waiorua 5A2. This left the 30-acre Webber block on the beachfront. There was continuing disunity amongst the owners as to what to do with this land. The partition and allocation of individual titles, although part of the negotiated arrangements with the Crown in the 1950s, had never happened. In 1989 several owners applied to the Maori Land Court for a partition but this was rejected. The judgement emphasised the cultural importance of the land.

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- 2.144. In 1987 the management of Kapiti Island was transferred to the Department of Conservation.
- 2.145. Ngati Toa Rangatira feel that the Kapiti Island Public Reserve Act 1897 made retaining land on Kapiti increasingly difficult. Between 1897 and 1911 the Crown purchased the majority of the remaining Ngati Toa Rangatira interests on Kapiti Island. By the end of the twentieth century only 13 hectares of Kapiti Island remained in Maori ownership.

Socio-economic consequences

- 2.146. At 1840 Ngati Toa Rangatira were a trans-Cook Strait iwi. Their settlements in the North and South Islands were predominately coastal. The explorer and naturalist Ernst Dieffenbach estimated a Maori population in Te Tau Ihu of 1,500 in 1840. Several hundred people were recorded as 'Ngati Toa'. Another 320 'Ngati Toa' were recorded at Kapiti, Porirua and Mana.
- 2.147. Like Maori communities elsewhere in New Zealand, the Maori population in Te Tau Ihu declined steeply during the first half of the nineteenth century. This was partly the result of European introduced epidemic diseases, such as measles, influenza, whooping cough, typhoid, scarlet fever and mumps. In 1875 an epidemic of 'low fever' (probably typhoid fever) swept through the Maori communities at Pelorus and Queen Charlotte Sound. Tuberculosis remained a scourge until the mid-twentieth century.
- 2.148. There was also considerable out-migration of Maori from Te Tau Ihu over the nineteenth century. Following the clash between Ngati Toa Rangatira and Pakeha settlers at the Wairau in 1843 Ngati Toa Rangatira temporarily withdrew from the northern South Island. Many of those who left did not return due to fear of Crown retaliation. The chief protector of aborigines reported in 1843 that 'the Ngati Toa tribe have left for a time their possessions in [the South Island]' and 'intend to remain at Porirua until they are satisfied it will be safe for them to return to the district'. In 1847 there were about 40 Ngati Toa Rangatira at Cloudy Bay.
- 2.149. The Crown's construction of a military base at Paremata and a road across the Wellington isthmus to Porirua in 1846 helped end the former isolation of Ngati Toa Rangatira from Crown influence. Following the Crown's 1847 Wairau and Porirua purchases Ngati Toa Rangatira settlement was increasingly confined to the reserves created for them at the Wairau and Porirua.
- 2.150. Takapuwahia on the Porirua Harbour became the main focus of Ngati Toa Rangatira settlement from the mid-1840 onwards. The development of this settlement was also encouraged by the increase in traffic of Europeans through the Porirua area to and from Wellington. By 1850 Takapuwahia was a substantial village with about 50 buildings and two churches. The 1878 census shows that the largest community of Ngati Toa Rangatira was at Porirua (60), but they were also recorded at Waikanae (34) and Wainui (6) in the North Island, and at the Wairau and Pelorus Sound in Te Tau Ihu.

Takapuwahia: Housing and Development in the 20th century

- 2.151. The Takapuwahia Pa (and then settlement or township) has been an important Ngati Toa Rangatira settlement since the 1840s. In the twentieth century the Takapuwahia community faced many challenges including Crown pressure to take their land for housing of the general population and the provision of utilities such as roading, water and sewerage to the pa.

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- 2.152. In the 1940s the Crown began to develop state housing at Takapuwahia. This was part of a major programme of housing construction throughout the Tawa Flat - Porirua - Titahi Bay areas. In 1945 The Department of Building and Housing proposed to take an extensive area of land, including some Ngati Toa Rangatira land, under the Public Works Act. The Native Department considered that because there was only limited Maori land in the district the proposed taking would have 'a far reaching effect on the future welfare of the Maoris themselves'.
- 2.153. In March 1946 the Crown notified its intention to compulsorily acquire a number of rural Takapuwahia blocks. In May 1946 the Crown held a meeting with the owners to discuss the proposed taking. The owners were advised that the Native Department would set aside, under its administration, a block of 100-200 acres behind the Marae. Owners who received compensation would have the right to acquire freehold sections in this block, while Takapuwahia residents could rent state houses built there. In 1948 the Crown compulsorily acquired 384 acres and by December 1949 all owners of the affected blocks had received compensation.
- 2.154. In 1952 the Crown identified a further area to the southwest of Takapuwahia pa as suitable for subdivision and housing development. Evidence suggests Ngati Toa Rangatira owners were given the understanding that the land would be acquired for Maori housing development with some reserved for Ngati Toa Rangatira. However by 1955 the Crown had decided to use the land for general population housing and intended to set aside 125 sections, spread throughout the residential areas of the Porirua Basin, for 'deserving Maoris'. They were not required to be Ngati Toa Rangatira but rather they were for the broader community of Maori in the wider Wellington area. The Crown made no allowance for the land it took being a core part of Ngati Toa Rangatira's remaining lands.
- 2.155. Despite the development of housing around Takapuwahia, by the end of the 1950s the provision of amenities to the Takapuwahia settlement itself was still poor. In 1958 a Crown official reported that the location of Takapuwahia pa made it a very desirable place to live and the majority of houses, built with the assistance of the Department of Maori Affairs since 1946, were well maintained and looked after. However, the roads were only partially formed, the water supply was 'very poor' with only two or three houses connected, and there was no mains sewerage.
- 2.156. In 1959 the Minister of Maori Affairs instructed his department to join with the Ministry of Works in organising the taking of the land behind Takapuwahia pa. He also asked the Ministry of Works to ensure that as soon as the proclamation was issued to minimise the delay in the owners getting their money and to ensure that its officers planned the services so as to give the Pa 'all the benefits that can reasonably be given as an incident of the development'. In 1960, the Crown took the land at Takapuwahia, totalling 155 acres, under the Public Works Act.
- 2.157. Today Ngati Toa Rangatira whanau are pursuing the return of some of the land taken for state housing at Takapuwahia under section 40 of the Public Works Act.

Environmental Issues: Porirua Harbour

- 2.158. The lands, and in particular the harbours and waterways, within the Ngati Toa Rangatira rohe were adversely impacted by settlement and urban development. However, it is the Porirua and Pauatahanui harbours which are of utmost concern to Ngati Toa Rangatira, being that both are of great cultural and historical significance to Ngati Toa Rangatira, as well as being precious resources that support rich flora and fauna. The importance of the harbours to Ngati Toa Rangatira was amplified following

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the large scale land purchases during the nineteenth century and with Takapuwhia becoming the focus of Ngati Toa settlement.

- 2.159. According to iwi tradition Te Rauparaha and Ngati Toa Rangatira valued Porirua Harbour specifically because it was the richest harbour for kaimoana and related resources that could be found south of Kawhia. The pipi, pupu, kina, paua, mussels, oysters and other species of fish and seafood sustained the people of Ngati Toa Rangatira.
- 2.160. In 1883 Ngati Toa Rangatira obtained an order in their favour from the Native Land Court granting the iwi a 'right of fishery' below high water mark on the Porirua Foreshore (Parumoana). The Court found that Ngati Toa Rangatira had 'from time immemorial' collected shellfish from the foreshore and that the applicants were therefore 'entitled to an incorporeal hereditament' (a property right in the nature of a right to take or use something, but not a full freehold).
- 2.161. Up until the 1930s and 1940s Ngati Toa Rangatira people were still substantially dependent on the marine resources taken from the areas within their granted fisheries right. Ngati Toa Rangatira had definite demarked pipi beds and took fish, pipis, and pupus as food from the harbour, not only for day-to-day needs but also for social gatherings and events when considerable additional quantities were gathered.
- 2.162. In 1940 complaints were raised that pollution from a number of sources was entering and affecting the Porirua arm of the harbour. Residents of the area, some of whom were Ngati Toa Rangatira, had seen raw sewage cast up on the foreshore and at times had noticed discolouration of the harbour.
- 2.163. In May 1940 the Medical Officer of Health for the Wellington area reported on pollution of the harbour. The report concluded that although 40,000 to 60,000 gallons of untreated sewage entered the harbour per day, mainly from the Porirua Mental hospital, the location of the discharge point and the effects of tides, meant that the continuous flow of sewage appeared 'to be causing no nuisance and inconveniences no one'. The report found no evidence for the claims that the pollution was having an impact on the shellfish in the harbour.
- 2.164. By 1960 the Porirua arm of the harbour had been significantly affected by the impacts of water pollution, reclamation and various public works. In 1960 the Supreme Court ruled in *Re the Ninety Mile Beach*, (subsequently confirmed by the Court of Appeal), that the Maori Land Court could not issue title to land below the high tide mark unless authorised by special statute. The Crown subsequently treated Ngati Toa Rangatira's 1883 Native Land Court order as having been made without jurisdiction.
- 2.165. In 1960, following the Supreme Court decision, members of Ngati Toa Rangatira asked the Crown to set up a 'competent tribunal' to deal with Ngati Toa Rangatira interests in the Porirua harbour. This request was declined. Ngati Toa Rangatira also submitted a petition to Parliament claiming compensation for damage done to the harbour bed by pollution and reclamation. In evidence given to the Maori Affairs Select Committee members of Ngati Toa Rangatira told of the depletion of kaimoana and destruction of breeding grounds and beds. They also informed the Committee that over several years local doctors and health department officials had warned Ngati Toa Rangatira residents not to consume fish or shellfish from the harbour or swim in the waters. The loss of this former abundant resource was a devastating blow to Ngati Toa Rangatira who had always relied on the sea and waterways for sustenance. The Maori Affairs Committee, however, had no recommendation to make on the petition.

2. HISTORICAL ACCOUNT

2.166. Throughout much of the twentieth century the Crown has not included Ngati Toa Rangatira in any meaningful role in the management of the Porirua harbour or its resources. In a relatively powerless situation Ngati Toa Rangatira witnessed over time the degradation and destruction of the harbour. The discharge of human waste into the rivers and sea has caused great distress to Ngati Toa Rangatira for cultural, environmental and public health reasons, as has the discharge of industrial effluent into waterways. This has had an ongoing impact on Ngati Toa Rangatira's use of traditional resources such as food and the knowledge and practices associated with both the gathering and protection of those resources. Ngati Toa Rangatira now have a diminished ability to provide traditional manaakitanga to their manuhiri.

Conclusion

2.167. Following their migrations south from Kawhia in the 1820s Ngati Toa Rangatira had established a powerful position in the Cook Strait region. Their position was based on military victories and relationships with other tribal groups, and also on trade with Europeans.

2.168. In the decades after 1840 Ngati Toa Rangatira's power declined in the face of Crown military action and land purchasing. By 1863, as a result of the Wairau and Porirua transactions of 1847, Te Waipounamu purchase of 1853, the Whareroa purchase of 1858, and the Wainui purchase of 1859, the position of the iwi had been radically changed. Most of its lands had been acquired by the Crown.

2.169. During these decades there was a severe reduction of political and economic power and a substantial contraction of the iwi's former control over lands and resources. This loss of land and political marginalisation had a devastating effect on the iwi.

2.170. Today Ngati Toa Rangatira are virtually landless, without reserves or endowments.

3 ACKNOWLEDGEMENTS AND APOLOGY

ACKNOWLEDGEMENTS

- 3.1 The Crown acknowledges that it has failed to deal with the longstanding grievances of Ngati Toa Rangatira in an appropriate way and that recognition of these grievances is long overdue.
- 3.2 The Crown acknowledges that it failed to adequately protect the interests of Ngati Toa Rangatira during the process by which it acquired their interests in the Port Nicholson Block, and this was a breach of Te Tiriti o Waitangi / the Treaty of Waitangi and its principles.
- 3.3 The Crown acknowledges that the conflict between Ngati Toa Rangatira and European settlers at Tuamarina Stream in June 1843 had a detrimental effect on the relationship between Ngati Toa Rangatira and the Crown and was part of the context of the Crown's Wairau purchase from Ngati Toa Rangatira in 1847.
- 3.4 The Crown acknowledges that:
 - 3.4.1 Te Rauparaha took no direct part in the fighting between Maori and Crown troops in the Hutt Valley prior to his capture by the Crown in July 1846; and
 - 3.4.2 its detention of Te Rauparaha for 18 months without trial in 1846-48 assumed the character of indefinite detention without trial and was a breach of Te Tiriti o Waitangi / the Treaty of Waitangi and its principles.
- 3.5 The Crown acknowledges that in 1846 and 1847 it undermined the power and influence of the key Ngati Toa Rangatira leaders, Te Rauparaha and Te Rangihaeata, by seizing and detaining Te Rauparaha, and pressuring other Ngati Toa Rangatira leaders to agree to the Wairau and Porirua deeds in the absence of Te Rauparaha and Te Rangihaeata. The Crown acknowledges that this was a breach of Te Tiriti o Waitangi / the Treaty of Waitangi and its principles.
- 3.6 The Crown acknowledges that it failed to adequately protect the interests of Ngati Toa Rangatira and breached Te Tiriti o Waitangi / the Treaty of Waitangi and its principles when:
 - 3.6.1 it failed to ensure sufficient, suitable reserve lands were maintained for the future use and benefit of Ngati Toa Rangatira when the Crown purchased a large amount of land from Ngati Toa Rangatira between 1844 and 1865; and
 - 3.6.2 it did not establish timely processes to ensure that Ngati Toa Rangatira obtained an interest in those reserves in the Wellington and Nelson areas that later became known as "tenths" reserves.
- 3.7 The Crown acknowledges that the operation and impact of the native land laws on the remaining lands of Ngati Toa Rangatira, in particular the awarding of land to individual Ngati Toa Rangatira rather than to iwi or hapu, made those lands more susceptible to partition, fragmentation and alienation. This contributed to the further erosion of the traditional tribal structures of Ngati Toa Rangatira. The Crown failed to take adequate

3: ACKNOWLEDGEMENTS AND APOLOGY

steps to protect those structures and this was a breach of Te Tiriti o Waitangi / the Treaty of Waitangi and its principles.

- 3.8 The Crown acknowledges that:
- 3.8.1 the Taupo block was originally reserved for Ngati Toa Rangatira from the Crown's Porirua purchase in 1847;
 - 3.8.2 despite the Native Land Court ordering in 1881 that a Ngati Toa Rangatira urupa on the Taupo No. 2 block be made "absolutely inalienable" the Crown allowed the urupa to be reduced to one acre in 1896;
 - 3.8.3 in the 1920s it was reduced to approximately one tenth of an acre to make the block available for leasing and development; and
 - 3.8.4 these actions led to koiwi being reinterred in common graves.
- 3.9 The Crown acknowledges that in 1848 Ngati Toa Rangatira gifted 500 acres of land at Whitireia to the Crown to establish a college. The Crown further acknowledges that Ngati Toa Rangatira sought to regain the land when a college was not constructed, but were unsuccessful in doing so, and that this has remained a significant grievance for Ngati Toa Rangatira to today. The Crown continues to own this land.
- 3.10 The Crown acknowledges that:
- 3.10.1 at 1895 Kapiti Island was one of the last remaining areas of Ngati Toa Rangatira land;
 - 3.10.2 Ngati Toa Rangatira strongly objected to legislation promoted by the Crown to acquire Kapiti Island for a nature reserve;
 - 3.10.3 the Kapiti Island Public Reserve Act 1897 gave the Crown a monopoly over purchasing land on Kapiti Island; and
 - 3.10.4 between 1897 and 1911 the Crown purchased the individual interests of the majority of the Ngati Toa Rangatira owners of Kapiti Island.
- The Crown acknowledges that the loss of ownership of Kapiti Island has remained a source of grievance and sorrow for Ngati Toa Rangatira.
- 3.11 The Crown acknowledges that during the twentieth century it significantly reduced the lands remaining in Ngati Toa Rangatira ownership for their present and future needs by compulsorily acquiring several hundred acres of land at and around their core settlement at Takapuwahia for housing and public works purposes. The Crown further acknowledges that this land has contributed to the development of the wider Porirua region.
- 3.12 The Crown acknowledges that the cumulative effect of successive Crown purchases of Ngati Toa Rangatira land and the Crown's failure to provide sufficient reserves left Ngati Toa Rangatira virtually landless. The Crown's failure to ensure that Ngati Toa Rangatira retained sufficient land for their present and future needs was a breach of Te Tiriti o Waitangi / the Treaty of Waitangi and its principles.
- 3.13 The Crown acknowledges that pollution, reclamation and public works have had a damaging impact on the shellfish and other kai moana resources in the Porirua

3: ACKNOWLEDGEMENTS AND APOLOGY

Harbour, and that the loss of this formerly abundant resource has adversely affected the cultural and spiritual well-being of Ngati Toa Rangatira.

APOLOGY

- 3.14 The Crown recognises that a number of Ngati Toa Rangatira, including Te Rauparaha and Te Rangihaeata, signed Te Tiriti o Waitangi / the Treaty of Waitangi in 1840. The Crown profoundly regrets that it has not always lived up to its obligations to Ngati Toa Rangatira under Te Tiriti o Waitangi / the Treaty of Waitangi. Accordingly the Crown makes this apology to Ngati Toa Rangatira, to their ancestors, and to their descendants.
- 3.15 The Crown unreservedly apologises for the breaches of Te Tiriti o Waitangi / the Treaty of Waitangi and its principles which have hurt and caused prejudice to Ngati Toa Rangatira. The Crown is deeply sorry for its actions that intentionally undermined the mana and rangatiratanga of leading Ngati Toa Rangatira chiefs. In particular the Crown apologises for its indefinite detention of Te Rauparaha, and deeply regrets that it has failed, until now, to acknowledge this injustice in an appropriate manner.
- 3.16 The Crown profoundly regrets and apologises for its actions that left Ngati Toa Rangatira with few landholdings by 1865, and its ongoing failure to protect their remaining landholdings, which has left Ngati Toa Rangatira virtually landless and unable to access customary resources and significant sites.
- 3.17 The Crown deeply regrets the cumulative effect of its actions and omissions which severely damaged Ngati Toa Rangatira social and traditional tribal structures, their autonomy and ability to exercise customary rights and responsibilities, their capacity for economic and social development and physical, cultural and spiritual well being.
- 3.18 With this apology and settlement the Crown seeks to atone for these wrongs, restore its tarnished honour and begin the process of healing. The Crown hopes that this apology and settlement will mark the beginning of a new, positive and enduring relationship with Ngati Toa Rangatira founded on mutual trust and co-operation and respect for Te Tiriti o Waitangi / the Treaty of Waitangi and its principles.

4 SETTLEMENT

ACKNOWLEDGEMENTS

- 4.1 Each party acknowledges that:
- 4.1.1 the Crown has to set limits on what and how much redress is available to settle historical claims;
 - 4.1.2 it is not possible:
 - (a) to assess the loss and prejudice suffered by Ngati Toa Rangatira as a result of the events on which the historical claims are or could be based; or
 - (b) to fully compensate Ngati Toa Rangatira for all loss and prejudice suffered;
 - 4.1.3 Ngati Toa Rangatira intends their foregoing of full compensation to contribute to New Zealand's development; and
 - 4.1.4 the settlement is intended to enhance the ongoing relationship between Ngati Toa Rangatira and the Crown (in terms of Te Tiriti o Waitangi, its principles, and otherwise).
- 4.2 Ngati Toa Rangatira acknowledge that, taking all matters into consideration (some of which are specified in clause 4.1), the settlement is fair and the best that can be achieved in the circumstances.
- 4.3 Each party acknowledges that, in negotiating this settlement, within the context of wider settlement policy including the need by the Crown to consider the rights and interests of others, the other parties have acted honourably and reasonably in relation to the settlement.

SETTLEMENT

- 4.4 Therefore, on and from the settlement date:
- 4.4.1 the historical claims are settled;
 - 4.4.2 the Crown is released and discharged from all obligations and liabilities in respect of the historical claims; and
 - 4.4.3 the settlement is final.
- 4.5 Except as provided in this deed or the settlement legislation, the parties' rights and obligations remain unaffected.
- 4.6 Without limiting clause 4.5, nothing in this deed or the settlement legislation will:
- 4.6.1 extinguish or limit any aboriginal title or customary right that Ngati Toa Rangatira may have; or

4: SETTLEMENT

- 4.6.2 constitute or imply an acknowledgement by the Crown that any aboriginal title, or customary right, exists; or
- 4.6.3 except as provided in this deed or the settlement legislation:
- (a) affect a right that Ngati Toa Rangatira may have, including a right arising:
 - (i) from Te Tiriti o Waitangi or its principles; or
 - (ii) under legislation; or
 - (iii) at common law (including in relation to aboriginal title or customary law); or
 - (iv) from a fiduciary duty; or
 - (v) otherwise; or
 - (b) be intended to affect any action or decision under the deed of settlement between Maori and the Crown dated 23 September 1992 in relation to Maori fishing claims; or
 - (c) affect any action or decision under any legislation and, in particular, under legislation giving effect to the deed of settlement referred to in clause 4.6.3(b), including:
 - (i) the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992; or
 - (ii) the Fisheries Act 1996; or
 - (iii) the Maori Fisheries Act 2004; or
 - (iv) the Maori Commercial Aquaculture Claims Settlement Act 2004.
- 4.7 Clause 4.6 does not limit clause 4.4.

REDRESS

- 4.8 The redress, to be provided in settlement of the historical claims:
- 4.8.1 is intended to benefit Ngati Toa Rangatira collectively; but
 - 4.8.2 may benefit particular members, or particular groups of members, of Ngati Toa Rangatira if the governance entity so determines in accordance with the governance entity's procedures.

IMPLEMENTATION

- 4.9 The settlement legislation will, on the terms provided by sections 16 to 23 of the draft settlement bill:
- 4.9.1 settle the historical claims;
 - 4.9.2 exclude the jurisdiction of any court, tribunal, or other judicial body in relation to the historical claims and the settlement;

4: SETTLEMENT

- 4.9.3 provide that the legislation referred to in section 18 of the draft settlement bill does not apply:
- (a) to a settlement property in the Wellington Land District;
 - (b) to land in the Nelson Land District or Marlborough Land District; or
 - (c) for the benefit of Ngati Toa Rangatira or a representative entity;
- 4.9.4 require any resumptive memorials to be removed from the computer registers for:
- (a) land in the Nelson Land District or Marlborough Land District; and
 - (b) each allotment that is all or part of a settlement property in the Wellington Land District;
- 4.9.5 provide that clauses 4.9.3 and 4.9.4 do not apply to:
- (a) a deferred selection property except where:
 - (i) the governance entity elects to purchase the property under paragraph 4.5 of the property redress schedule; and
 - (ii) the beneficial ownership transfers to the governance entity under paragraphs 5.2 or 5.38 of the property redress schedule;
 - (b) a commercial property except where:
 - (i) the governance entity elects to purchase the property under paragraph 6.6 of the property redress schedule; and
 - (ii) the beneficial ownership transfers to the governance entity under paragraphs 5.2 or 5.38 of the property redress schedule;
 - (c) deferred selection RFR land except in the circumstances referred to in section 162 or 183 of the draft settlement bill;
- 4.9.6 provide that the rule against perpetuities and the Perpetuities Act 1964 does not:
- (a) apply to a settlement document; or
 - (b) prescribe or restrict the period during which:
 - (i) the trustee of the Toa Rangatira Trust, being the governance entity, may hold or deal with property;
 - (ii) the Toa Rangatira Trust may exist; and
- 4.9.7 require the Secretary for Justice to make copies of this deed publicly available.
- 4.10 Part 1 of the general matters schedule provides for other actions in relation to the settlement.

5 CULTURAL REDRESS

KAPITI ISLAND REDRESS

- 5.1 Kapiti Island is of immense significance to Ngati Toa Rangatira. Kapiti Island was, and is, a primary place of significance to Ngati Toa Rangatira for historical, political, economic, cultural and spiritual reasons. As a consequence the Crown provides the redress set out in clauses 5.2 to 5.17.

VESTING AND GIFT BACK OF THE KAPITI ISLAND NATURE RESERVE SITE

- 5.2 The settlement legislation will, on the terms provided by sections 118 to 120 of the draft settlement bill, provide that:

5.2.1 the governance entity will give written notice to the Minister of Conservation stating the date that the Kapiti Island Nature Reserve site is to vest in the governance entity under clause 5.2.3 (the **vesting date**);

5.2.2 the vesting date:

- (a) be no later than 31 December 2024; and
- (b) be not less than 40 business days after the date upon which the notice is given under clause 5.2.1;

5.2.3 on the date specified in the notice provided under clause 5.2.1 the fee simple estate in the Kapiti Island Nature Reserve site vests in the governance entity;

5.2.4 on the tenth day after the vesting date, the fee simple estate in the Kapiti Island Nature Reserve site vests in the Crown:

- (a) as a nature reserve;
- (b) as a gift from the governance entity to the Crown for the people of New Zealand; and
- (c) in recognition of the mana of Ngati Toa Rangatira;

5.2.5 despite the vestings under clauses 5.2.3 and 5.2.4 (the **vestings**):

- (a) the Kapiti Island Nature Reserve site remains a reserve under the Reserves Act 1977, and that Act continues to apply to the reserve, as if the vestings had not occurred;
- (b) any other enactment or any instrument that applied to the Kapiti Island Nature Reserve site immediately before the vesting date continues to apply to that site as if the vestings had not occurred;
- (c) every encumbrance that affected the Kapiti Island Nature Reserve site immediately before the vesting date continues to affect that site as if the vestings had not occurred;

5: CULTURAL REDRESS

- (d) the Crown retains all liability for the Kapiti Island Nature Reserve site as if the vestings had not occurred; and
 - (e) the vestings are not affected by Part 4A of the Conservation Act 1987, section 11 and Part 10 of the Resource Management Act 1991, or any other enactment; and
- 5.2.6 to the extent that Nga Paihau applies to the Kapiti Island Nature Reserve site immediately before the vesting date, it continues to apply to the site as if the vestings had not occurred.

VESTING OF THE KAPITI ISLAND NORTH NATURE RESERVE SITE

- 5.3 In clauses 5.4 to 5.15 **conservation board** means the conservation board with jurisdiction over Kapiti Island (as shown on deed plan OTS-068-61).

Background

- 5.4 The parties:
- 5.4.1 have agreed that the fee simple estate in the Kapiti Island North Nature Reserve site will be vested in the governance entity subject to certain conditions; and
 - 5.4.2 acknowledge the importance of the Kapiti Island North Nature Reserve site and the Kapiti Island Nature Reserve site being managed in an integrated manner.
- 5.5 The Crown acknowledges the willingness of Ngati Toa Rangatira to allow the Crown to continue to manage the Kapiti Island North Nature Reserve site for conservation purposes.
- 5.6 In order to reflect the acknowledgements under clauses 5.4 and 5.5 and the respective interests of Ngati Toa Rangatira and the Crown, the participation of the Crown and Ngati Toa Rangatira in the ongoing management of the Kapiti Island North Nature Reserve site will be provided through:
- 5.6.1 the participation of Ngati Toa Rangatira and the Crown in a strategic advisory committee (as provided for in clause 5.12) (**strategic advisory committee**);
 - 5.6.2 the joint approval of a conservation management plan by the strategic advisory committee and the conservation board, with such plan to cover the management of both the Kapiti Island North Nature Reserve site and the Kapiti Island Nature Reserve site (as provided for in clause 5.15);
 - 5.6.3 the Kapiti Island North Nature Reserve site being held under the Reserves Act 1977, with the Department of Conservation being responsible for the administration, control and management of that reserve (as provided for in clause 5.7.6);
 - 5.6.4 the requirement that the Department of Conservation manage the Kapiti Island North Nature Reserve site and the Kapiti Island Nature Reserve site in accordance with the conservation management plan referred to in clause 5.15; and

5: CULTURAL REDRESS

- 5.6.5 the Crown retaining an interest in the Kapiti Island North Nature Reserve site to ensure that the nature reserves on Kapiti Island can be managed in an integrated manner as a nature reserve over the long term, as provided for in clause 5.7.11.

Settlement legislation

- 5.7 The settlement legislation will, on the terms provided by sections 112 to 117 of the draft settlement bill, provide that:

5.7.1 the Kapiti Island North Nature Reserve site is declared a reserve and classified as a nature reserve subject to section 20 of the Reserves Act 1977;

5.7.2 the reserve created by clause 5.7.1 is named the Kapiti Island North Nature Reserve;

5.7.3 the fee simple estate in the Kapiti Island North Nature Reserve site vests in the governance entity on the settlement date, despite section 2 of the Kapiti Island Public Reserve Act 1897;

5.7.4 the governance entity holds the Kapiti Island North Nature Reserve site as if that site was held in accordance with section 26(2) of the Reserves Act 1977;

5.7.5 the Reserves Act 1977 continues to apply to the Kapiti Island North Nature Reserve site as if that site remained vested in the Crown;

5.7.6 the Crown, through the Department of Conservation, continues to administer, control and manage the Kapiti Island North Nature Reserve site;

5.7.7 the Crown must not grant a lease over any part of the Kapiti Island North Nature Reserve site;

5.7.8 a computer freehold register for the Kapiti Island North Nature Reserve site will be created in the name of governance entity;

5.7.9 any improvements in the Kapiti Island North Nature Reserve site do not vest in the governance entity;

5.7.10 the governance entity has no capacity to alienate, grant or create any legal or equitable right or interest in the Kapiti Island North Nature Reserve site, except, and despite section 2 of the Kapiti Island Public Reserve Act 1897:

(a) where a change of trustees is required to be registered on the computer freehold register; or

(b) where there is a change in the name of the registered owner on the computer freehold register from the governance entity to a tupuna under clause 5.7.13;

5.7.11 the Crown retains an interest in the Kapiti Island North Nature Reserve site as follows:

(a) if the governance entity no longer wishes to hold the Kapiti Island North Nature Reserve site, or part of it, for the purposes of a nature reserve,

5: CULTURAL REDRESS

the governance entity will give written notice to the Minister of Conservation;

- (b) within 20 business days after receiving notice from the governance entity under clause 5.7.11(a), the Minister of Conservation will give notice in the *Gazette* that the Kapiti Island North Nature Reserve site, or the relevant part of it, is no longer vested in the governance entity and is vested in the Crown as a nature reserve; and
- (c) the Registrar-General of Land will take such action as is required to give effect to the *Gazette* notice referred to in clause 5.7.11(b);

5.7.12 in relation to the right of way easement created by a partition order made on 3 April 1963 (recorded in Otaki minute book volume 70 folio 52) and referred to in Maori Land Court order B444342.1:

- (a) that easement is cancelled;
- (b) the Registrar (as defined by section 4 of Te Ture Whenua Maori Act 1993) must note the cancellation of that easement; and
- (c) the Registrar-General of Land must remove any memorial relating to that easement from any relevant computer register;

5.7.13 the governance entity may, at any time while it is the registered proprietor of the Kapiti Island North Nature Reserve site, give written notice to the Registrar-General of Land stating that a tupuna is to become the registered proprietor of that site; and

5.7.14 where a tupuna becomes the registered proprietor of the Kapiti Island North Nature Reserve site pursuant to clause 5.7.13, the site will be dealt with as if the governance entity were the registered proprietor of that site.

Vesting of Kapiti Island North Nature Reserve balance site

5.8 The settlement legislation will, on the terms provided by section 117 of the draft settlement bill, provide that:

5.8.1 the Minister of Conservation may give notice in the *Gazette* that all or part of the Kapiti Island North Nature Reserve balance site (the **balance site**) becomes part of the Kapiti Island North Nature Reserve site;

5.8.2 the Minister of Conservation may only give notice under clause 5.8.1 if:

- (a) enactments have settled all claims of Maori relating to Kapiti Island that are, or are founded on, any right and that arise from, or relate to, acts or omissions before 21 September 1992 by, or on behalf of, the Crown or by or under legislation; and
- (b) any part of the balance site to which the notice under clause 5.8.1 relates remains vested in the Crown; and

5: CULTURAL REDRESS

- 5.8.3 the notice under clause 5.8.1 must state that the balance site becomes part of the Kapiti Island North Nature Reserve site on the terms provided by section 117 of the draft settlement bill.

VESTING OF KAPITI ISLAND SITE

- 5.9 The settlement legislation will vest in the governance entity on the settlement date the fee simple estate in the Kapiti Island site (as shown on deed plan OTS-068-01):
- 5.9.1 on the terms provided by sections 108 to 111 of the draft settlement bill; and
- 5.9.2 subject to the governance entity providing the Crown with a registrable covenant in relation to that site in the form set out in part 4 of the documents schedule.

ACCESS ACROSS KAPITI ISLAND RESERVES

- 5.10 The settlement legislation will, on the terms provided by section 109 of the draft settlement bill, provide that:
- 5.10.1 the governance entity, and any person authorised by the governance entity, may gain access to the Kapiti Island site by passing across:
- (a) the specified area of the Kapiti Island Nature Reserve site;
 - (b) the specified area of the Kapiti Island North Nature Reserve site,
(as shown on the plan entitled 'Right of access to Kapiti site' in the attachments); and
 - (c) any land that adjoins part of the site referred to in clause 5.10.1(b) which is deemed to form part of the reserve in that site under section 20(3) of the Reserves Act 1977;
- 5.10.2 a person exercising a right of access:
- (a) may do so by vehicle or on foot;
 - (b) may perform minor clearance of vegetation on the specified areas to allow the access rights to be exercised;
 - (c) must observe any reasonable conditions imposed by the Director-General of Conservation, including without limitation conditions relating to the management of biosecurity or fire risk; and
 - (d) must not interfere with any other person who is in a reserve under an authority granted under the Reserves Act 1977; and
- 5.10.3 the right of access under this clause may be exercised despite section 20(2)(c) of the Reserves Act 1977.

BURIAL CAVES AT WHAREKOHU BAY

- 5.11 The Crown acknowledges the significance of the burial caves at Wharekohu Bay to Ngati Toa Rangatira. In recognition of the importance of these sites, and Ngati Toa

5: CULTURAL REDRESS

Rangatira's role as kaitiaki in respect of them, a specific function of the strategic advisory committee relates to the burial caves as provided in clause 5.12.7(c)(iii).

STRATEGIC ADVISORY COMMITTEE

Strategic advisory committee established

5.12 The settlement legislation will, on the terms provided by sections 121 to 126 of the draft settlement bill, provide:

5.12.1 for a strategic advisory committee to be established in relation to the Kapiti Island Nature Reserve site (which includes any other land set apart as a reserve for the preservation of native flora and fauna by *Gazette* 1973 page 1381) and the Kapiti Island North Nature Reserve site;

Appointment of members to strategic advisory committee

5.12.2 for the strategic advisory committee to consist of no more than six members, being:

- (a) two members appointed by the governance entity; and
- (b) two members appointed by the Director-General of Conservation; and
- (c) up to two members to be appointed by representatives of an iwi who may become entitled to appoint a member under another enactment;

(those appointing entities each being an **appointer**)

5.12.3 that the chair of the strategic advisory committee will be appointed from time to time by the governance entity and that person must be an existing member of the strategic advisory committee;

5.12.4 that each member of the strategic advisory committee:

- (a) will be appointed for a term of five years;
- (b) may be replaced during that five year term at the discretion of that member's appointer; and
- (c) may be reappointed;

5.12.5 that an appointer will give notice in writing to the other appointers of any appointment under clauses 5.12.2 and 5.12.4;

5.12.6 that the Director-General of Conservation will give public notice of any appointment under clause 5.12.4 by way of notice in the *Gazette*;

Functions of strategic advisory committee

5.12.7 that the functions of the strategic advisory committee will be to:

- (a) provide advice to the Minister of Conservation, the Director-General of Conservation, and the governance entity on conservation matters affecting the Kapiti Island Nature Reserve site and the Kapiti Island North Nature Reserve site;

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- (b) exercise functions in relation to the preparation and joint approval of the conservation management plan as set out in clause 5.15; and
- (c) without limiting clause 5.12.7(a) provide advice:
 - (i) on any conservation management strategy that affects the Kapiti Island Nature Reserve site and the Kapiti Island North Nature Reserve site under clause 5.13.4;
 - (ii) on annual planning in relation to the Kapiti Island Nature Reserve site and the Kapiti Island North Nature Reserve site under clause 5.13.2; and
 - (iii) to the Minister of Conservation on the burial caves at Wharekohu Bay under clause 5.13.3;

Procedure and meetings of strategic advisory committee

5.12.8 that the strategic advisory committee must regulate its own procedure, subject to the following limitations:

- (a) that the strategic advisory committee can only make decisions with the agreement of all of the members who are present and voting at a meeting;
- (b) that the strategic advisory committee must hold its first meeting no later than six months after settlement date;
- (c) that the strategic advisory committee must meet as required to perform its functions, but no less than twice a year unless the committee agrees otherwise;
- (d) that a person may attend a meeting of the strategic advisory committee in place of a member if appointed to do so by the member;
- (e) that an appointer must meet the costs of its appointees, except that an interim member appointed under clause 5.14 (instead of the Minister of Conservation) must pay his or her own costs;
- (f) that each appointer must pay the administrative costs of its appointees on the strategic advisory committee in proportion to the number of its appointed members to the total number of members, except that an interim member appointed under clause 5.14 (instead of the Minister of Conservation) must pay the administrative costs proportionate to his or her membership; and

Quorum at meetings of strategic advisory committee

5.12.9 for quorum requirements at meetings of the strategic advisory committee, on the terms provided by section 126 of the draft settlement bill.

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Strategic advisory committee may provide advice on conservation matters

- 5.13 The settlement legislation will, on the terms provided by sections 127 to 131 of the draft settlement bill, provide:
- 5.13.1 for the strategic advisory committee to provide written advice to one or more of the following persons on any conservation matter that affects the Kapiti Island Nature Reserve site or the Kapiti Island North Nature Reserve site:
- (a) the Minister of Conservation;
 - (b) the Director-General of Conservation; or
 - (c) the governance entity;
- 5.13.2 that the Director-General of Conservation must consult with and have regard to any advice of the strategic advisory committee on annual planning (including the application of annual conservation priorities) in relation to the Kapiti Island Nature Reserve site and the Kapiti Island North Nature Reserve site;
- 5.13.3 that the strategic advisory committee may provide written advice to the Minister of Conservation in relation to the burial caves at Wharekohu Bay;
- 5.13.4 that when preparing, reviewing or amending any conservation management strategy under section 17F, 17H or 17I of the Conservation Act 1987 that affects the Kapiti Island Nature Reserve site and the Kapiti Island North Nature Reserve site:
- (a) the Director-General of Conservation must consult, and have regard to any written advice of, the strategic advisory committee under section 17F(a) of the Conservation Act 1987 prior to the preparation of the draft conservation management strategy;
 - (b) the Director-General of Conservation must send a copy of the summary of submissions and the revised draft of the conservation management strategy to the strategic advisory committee at the same time that those documents are sent to the conservation board under section 17F(i) of the Conservation Act 1987;
 - (c) the strategic advisory committee may, no later than two months after receiving the documents referred to in clause 5.13.4(b), provide written advice on the documents to the conservation board;
 - (d) the conservation board must, before doing anything under section 17F(k)(i) or (ii) of that Act, have regard to any advice received under clause 5.13.4(c); and
 - (e) to avoid doubt, nothing in this clause 5.13.4 prevents the strategic advisory committee making a submission on a draft conservation management strategy under section 17F(c) of the Conservation Act 1987;

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General provisions regarding advice of the strategic advisory committee

- 5.13.5 that where the Minister of Conservation or Director-General of Conservation consults with and seeks the advice of the strategic advisory committee:
- (a) the Minister of Conservation or Director-General of Conservation must state a reasonable time period within which the strategic advisory committee may provide advice; and
 - (b) the Minister of Conservation or Director-General of Conservation must have regard to any written advice of the strategic advisory committee which is provided within that time period;
- 5.13.6 that the Minister of Conservation and Director-General of Conservation must have regard to any written advice received from the strategic advisory committee of its own volition under clauses 5.13.1 to 5.13.3 on a matter for which advice has not been requested; and
- 5.13.7 that to avoid doubt, the Crown is not prevented from consulting, and receiving advice from, any person or organisation in relation to the Kapiti Island Nature Reserve site and the Kapiti Island North Nature Reserve site.

Interim members of strategic advisory committee

- 5.14 The settlement legislation will, on the terms provided by section 123 of the draft settlement bill, provide that the Minister of Conservation may appoint no more than two interim members of the strategic advisory committee, only for the purposes of the strategic advisory committee performing its functions relating to the conservation management plan under clause 5.15.

CONSERVATION MANAGEMENT PLAN

Procedure for preparation and approval of Kapiti Island Plan

- 5.15 The settlement legislation will, on the terms provided by sections 132 to 144 of the draft settlement bill, provide that:
- 5.15.1 a conservation management plan for the Kapiti Island North Nature Reserve and the Kapiti Island Nature Reserve (which includes any other land set apart as a reserve for the preservation of native flora and fauna by *Gazette* 1973 page 1381) (**Kapiti Island Plan**) will be prepared and approved in accordance with the process contained in this clause 5.15;
 - 5.15.2 the Reserves Act 1977 applies to the Kapiti Island Plan as if that plan is a conservation management plan prepared and approved under section 40B of that Act;
 - 5.15.3 despite section 40B of the Reserves Act 1977, sections 17E (except section 17E(9)), 17F, 17G, 17H, 17I, 49(2) and 49(3) of the Conservation Act 1987 do not apply to the preparation, approval, review or amendment of the Kapiti Island Plan;

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Preparation

- 5.15.4 the Director-General of Conservation must not commence preparation of the draft Kapiti Island Plan until the earlier of:
- (a) the day on which the Minister of Conservation appoints an interim member under clause 5.14; or
 - (b) the day that is three years and six months after the settlement date;
- 5.15.5 each draft Kapiti Island Plan will be prepared by the Director-General of Conservation in consultation with the strategic advisory committee, the conservation board, and such other persons or organisations as the Director-General of Conservation considers practicable and appropriate;

Notification

- 5.15.6 no later than six months after commencement of the preparation of the draft Kapiti Island Plan under clause 5.15.4, the Director-General of Conservation will notify that draft in accordance with section 49(1) of the Conservation Act 1987, and to the appropriate regional councils, territorial authorities and iwi authorities, and that provision will apply as if the notice were required to be given by the Minister of Conservation;
- 5.15.7 every notice under clause 5.15.6 will:
- (a) state that the draft Kapiti Island Plan is available for inspection at the places and times specified in the notice; and
 - (b) call upon persons or organisations interested to lodge with the Director-General of Conservation submissions on the draft Kapiti Island Plan before the date specified in the notice, being a date not less than two months after the date of the publication of the notice;

Submissions

- 5.15.8 any person or organisation may make written submissions to the Director-General of Conservation on the draft Kapiti Island Plan at the place and before the date specified in the notice;
- 5.15.9 the Director-General of Conservation may, after consultation with the strategic advisory committee and the conservation board, obtain public opinion of the draft Kapiti Island Plan by any other means from any person or organisation;
- 5.15.10 from the date of public notification of the draft Kapiti Island Plan until public opinion of it has been made known to the Director-General of Conservation, the draft Kapiti Island Plan will be made available by the Director-General of Conservation for public inspection during normal office hours, in such places and quantities as are likely to encourage public participation in the development of the plan;

Hearing of submissions

- 5.15.11 the Director-General of Conservation will give every person or organisation who or which, in making any submissions on the draft Kapiti Island Plan, asked to be heard in support of his or her or its submission a reasonable

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opportunity of appearing before a meeting of representatives of the Director-General of Conservation, the strategic advisory committee and the conservation board;

- 5.15.12 representatives of the Director-General of Conservation, the strategic advisory committee and the conservation board may hear submissions from any other person or organisations consulted on the draft Kapiti Island Plan;
- 5.15.13 the hearing of submissions will be concluded no later than two months after the closing date for submissions identified in clause 5.15.7(b);
- 5.15.14 the Director-General of Conservation will prepare a summary of the submissions received on the draft Kapiti Island Plan and public opinion made known about it and, no later than one month after the conclusion of the hearing of submissions, provide that summary to the strategic advisory committee and the conservation board;

Revision

- 5.15.15 after considering such submissions and public opinion the Director-General of Conservation will, in consultation with the representatives of the strategic advisory committee and the conservation board who heard the submissions, revise the draft Kapiti Island Plan and, no later than four months after the completion of the hearing of submissions, will send to the strategic advisory committee and the conservation board the revised draft Kapiti Island Plan;
- 5.15.16 on receipt of the revised draft Kapiti Island Plan:
 - (a) the strategic advisory committee and the conservation board will consider the revised draft Kapiti Island Plan prepared under clause 5.15.15 and the summary prepared under clause 5.15.14, and may, no later than four months after receiving those documents, request the Director-General of Conservation to further revise the draft Kapiti Island Plan; and
 - (b) if a request is made under clause 5.15.16(a) the Director-General of Conservation will further revise the draft Kapiti Island Plan in accordance with the request from the strategic advisory committee and the conservation board, and will, no later than two months after receiving a request under clause 5.15.16(a) send to the strategic advisory committee and the conservation board the further revised draft Kapiti Island Plan;

Referral to Conservation Authority and Minister of Conservation

- 5.15.17 on receipt of the revised draft under clause 5.15.15, or if a request is made under clause 5.15.16(a), on receipt of the further revised draft under clause 5.15.16(b), the strategic advisory committee and the conservation board will refer the draft Kapiti Island Plan and the summary prepared under clause 5.15.14 to:
 - (a) the New Zealand Conservation Authority for comments on matters relating to the national public conservation interest in Kapiti Island; and
 - (b) the Minister of Conservation for his or her comments;

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- 5.15.18 the New Zealand Conservation Authority and the Minister of Conservation will provide any comments on the draft Kapiti Island Plan to the strategic advisory committee and the conservation board no later than four months after receiving that draft plan for comment;

Approval

- 5.15.19 after considering any comments received from the New Zealand Conservation Authority and the Minister of Conservation under clause 5.15.18, the strategic advisory committee and the conservation board will make any changes considered necessary and:
- (a) no later than two months after receiving any comments from the New Zealand Conservation Authority and the Minister of Conservation, approve the draft Kapiti Island Plan; or
 - (b) no later than two months after receiving any comments from the New Zealand Conservation Authority and the Minister of Conservation, refer any matter of disagreement in relation to the draft Kapiti Island Plan to the New Zealand Conservation Authority for determination;

Referral to Conservation Authority in case of disagreement

- 5.15.20 where the strategic advisory committee and the conservation board refer any matter of disagreement to the New Zealand Conservation Authority under clause 5.15.19(b), the strategic advisory committee and the conservation board will also provide a written statement of the matters of disagreement and the reasons for such disagreement;
- 5.15.21 no later than three months after referral to it under clause 5.15.19(b), the New Zealand Conservation Authority will make a recommendation on the matters of disagreement, and notify that recommendation to the strategic advisory committee and the conservation board;
- 5.15.22 after receiving and considering the recommendation of the New Zealand Conservation Authority under clause 5.15.21, the strategic advisory committee and the conservation board will seek to resolve any matters of disagreement, and will make any changes considered necessary to the draft Kapiti Island Plan;
- 5.15.23 if the strategic advisory committee and the conservation board have not resolved any matters of disagreement within two months of receiving the recommendation from the New Zealand Conservation Authority under clause 5.15.21, the recommendation of the New Zealand Conservation Authority under clause 5.15.21 will be binding on the strategic advisory committee and the conservation board, and those parties will make any changes to the draft Kapiti Island Plan that are considered necessary to implement that recommendation; and
- 5.15.24 where the strategic advisory committee and the conservation board have referred any matter of disagreement to the New Zealand Conservation Authority under clause 5.15.19(b), the strategic advisory committee and the conservation board will approve the draft Kapiti Island Plan no later than four months after receiving the recommendation of the New Zealand Conservation Authority under clause 5.15.21;

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Mediation process

- 5.15.25 at any time during the process set out in clauses 5.15.4 to 5.15.24, any of the strategic advisory committee, the conservation board or the Director-General of Conservation may refer any matter of disagreement arising out of that process to a mediator, and the following conditions will apply to such a mediation process:
- (a) no later than three months after the settlement date, the strategic advisory committee, the conservation board and the Director-General of Conservation will agree on a mediator to be used in the event of referral to mediation under this clause 5.15.25, and the parties may agree to change the mediator from time to time;
 - (b) where a matter of disagreement arises, the relevant parties in dispute will seek to resolve that matter in a co-operative, open-minded and timely manner before resorting to the mediation process under this clause 5.15.25;
 - (c) where one of the strategic advisory committee, the conservation board or the Director-General of Conservation considers that it is necessary to resort to the mediation process under this clause 5.15.25, that party will give notice in writing of that referral to the other parties;
 - (d) all parties will participate in a mediation process in a co-operative, open-minded and timely manner;
 - (e) in participating in a mediation the parties will have particular regard to the purpose of the conservation management plan redress provided under this deed and the conservation purpose for which Kapiti Island is held;
 - (f) where a matter of disagreement is referred to mediation under this clause 5.15.25, the mediation process must be completed no later than three months after the date upon which notice of referral is given under clause 5.15.25(c);
 - (g) pending the resolution of any matter of disagreement, the parties will use their best endeavours to continue with the process for the preparation and approval of the Kapiti Island Plan;
 - (h) the parties to the mediation process will bear their own costs in relation to the resolution of any matter of disagreement and the costs of the mediator (and associated costs) will be shared equally between the parties;
 - (i) the period of time taken for a mediation process under this clause 5.15.25 will not be counted for the purposes of the timeframes specified in clauses 5.15.4 to 5.15.24 for the preparation and approval of the Kapiti Island Plan; and
 - (j) to avoid doubt, the period of time referred to in clause 5.15.25(i) will not exceed three months;

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Reviews of the Kapiti Island Plan

- 5.15.26 the Director-General of Conservation, after consultation with the strategic advisory committee and the conservation board, may at any time initiate a review of the Kapiti Island Plan or any part of that plan;
- 5.15.27 the strategic advisory committee or the conservation board may at any time request that the Director-General of Conservation initiate a review of the Kapiti Island Plan or any part of that plan and the Director-General of Conservation will consider that request in making a decision under clause 5.15.26;
- 5.15.28 every review of the Kapiti Island Plan will be carried out and approved in accordance with the provisions of clauses 5.15.1 to 5.15.25, which will apply with any necessary modifications;
- 5.15.29 the following provisions will also apply in relation to reviews of the Kapiti Island Plan:
- (a) the Kapiti Island Plan will be reviewed as a whole by the Director-General of Conservation not later than 10 years after the date upon which the plan was last approved; and
 - (b) the Minister of Conservation may, after consultation with the strategic advisory committee and the conservation board, extend that period of review;

Amendments to the Kapiti Island Plan

- 5.15.30 the Director-General of Conservation, after consultation with the strategic advisory committee and the conservation board, may at any time initiate the amendment of the Kapiti Island Plan, or any part of that plan;
- 5.15.31 except as provided in clause 5.15.32, every amendment to the Kapiti Island Plan will be carried out in accordance with the provisions of clauses 5.15.1 to 5.15.25, which will apply with any necessary modifications; and
- 5.15.32 where the proposed amendment is of such a nature that the Director-General of Conservation, the strategic advisory committee and the conservation board consider that it will not materially affect the objectives or policies expressed in the Kapiti Island Plan or the public interest in the area concerned:
- (a) the Director-General of Conservation will send the proposal to the strategic advisory committee and the conservation board;
 - (b) the strategic advisory committee and the conservation board may decide to amend the Kapiti Island Plan as set out in the proposal; and
 - (c) if the strategic advisory committee and the conservation board decide to amend the Kapiti Island Plan, they will approve the amended Kapiti Island Plan no later than two months after receiving the proposal.

NGA PAIHOU KI KAPITI

5.16 The settlement legislation will, on the terms provided by sections 40 to 58 of the draft settlement bill:

5.16.1 declare Kapiti Island, consisting of:

- (a) the Kapiti Island Nature Reserve site (which includes any other land set apart as a reserve for the preservation of native flora and fauna by Gazette 1973 page 1381);
- (b) the Kapiti Island North Nature Reserve site; and
- (c) the Kapiti Marine Reserve,

to be subject to Nga Paihau Ki Kapiti;

5.16.2 provide the Crown's acknowledgement of the statement of Ngati Toa Rangatira values in relation to Kapiti Island;

5.16.3 require the New Zealand Conservation Authority, and any relevant conservation board when approving or otherwise considering any conservation management strategy, conservation management plan or national park management plan in respect of the sites to have particular regard to:

- (a) the statement of Ngati Toa Rangatira values; and
- (b) the protection principles (on which the governance entity and the Minister of Conservation may agree, and which will be intended to prevent harming or diminishing the Ngati Toa Rangatira values in relation to Kapiti Island);

5.16.4 require the New Zealand Conservation Authority and any relevant conservation board before approving any conservation management strategy, conservation management plan or national park management plan in respect of Kapiti Island to:

- (a) consult the governance entity; and
- (b) have particular regard to the views of the governance entity as to the effect of the strategy or plan on:
 - (i) the Ngati Toa Rangatira values; and
 - (ii) the protection principles (on which the governance entity and the Minister of Conservation may agree, and which will be intended to prevent harming or diminishing the Ngati Toa Rangatira values in relation to Kapiti Island);

5.16.5 provide that where the governance entity advises the New Zealand Conservation Authority in writing that it has significant concerns about a draft conservation management strategy in relation to Kapiti Island, the New Zealand Conservation Authority will, before approving the strategy, give the

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- governance entity an opportunity to make submissions in relation to those concerns;
- 5.16.6 require the application of Nga Paihau Ki Kapiti to be noted in any conservation management strategy, conservation management plan, or national park management plan affecting Kapiti Island;
- 5.16.7 require the Director-General of Conservation to take action in relation to the protection principles that relate to Kapiti Island; and
- 5.16.8 enable the making of regulations and bylaws in relation to Kapiti Island.
- 5.17 The statement of Ngati Toa Rangatira values, the protection principles and the Director-General of Conservation's actions are in the documents schedule.

VESTING AND GIFT BACK OF BALANCE OF MANA ISLAND

- 5.18 In clause 5.19, **balance of Mana Island** means 212.46 hectares approximately, being Parts Mana Island Block XI Paekakariki Survey District, balance Gazette Notice 966075.1, as shown on SO 445976.
- 5.19 The settlement legislation will, on the terms provided by sections 104 to 106 of the draft settlement bill, provide that:
- 5.19.1 the governance entity will give written notice to the Minister of Conservation stating the date that the balance of Mana Island is to vest in the governance entity under clause 5.19.3 (the **vesting date**);
- 5.19.2 the vesting date will:
- (a) be no later than 31 December 2024; and
- (b) be not less than 40 business days after the date upon which the notice is given under clause 5.19.1;
- 5.19.3 on the vesting date the fee simple estate in the balance of Mana Island vests in the governance entity;
- 5.19.4 on the tenth day after the vesting date, the fee simple estate in the balance of Mana Island vests in the Crown as a gift back to the Crown by the governance entity for the people of New Zealand;
- 5.19.5 despite the vestings under clauses 5.19.3 and 5.19.4 (the **vestings**):
- (a) the balance of Mana Island remains a reserve under the Reserves Act 1977 and that Act continues to apply to the balance of Mana Island as if the vestings had not occurred;
- (b) any other enactment or any instrument that applied to the balance of Mana Island immediately before the settlement date continues to apply to it as if the vestings had not occurred;
- (c) every encumbrance that affected the balance of Mana Island immediately before the settlement date continues to affect it as if the vestings had not occurred;

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- (d) the Crown retains all liability for the balance of Mana Island as if the vestings had not occurred;
 - (e) the vestings are not affected by Part 4A of the Conservation Act 1987, section 11 and Part 10 of the Resource Management Act 1991, or any other enactment; and
- 5.19.6 to the extent that a statutory acknowledgement or a deed of recognition applies to the balance of Mana Island immediately before the vesting date, it continues to apply to the site as if the vestings had not occurred.

NGA PAIHOU

5.20 The settlement legislation will, on the terms provided by sections 40 to 58 of the draft settlement bill:

5.20.1 declare each of the following sites is subject to Nga Paihau:

- (a) The Brothers (as shown on deed plan OTS-068-21); and
- (b) Wairau Lagoons (Part of the Wairau Lagoons Wetland Management Reserve) (as shown on deed plan OTS-068-22);

5.20.2 provide the Crown's acknowledgement of the statement of Ngati Toa Rangatira values in relation to each of the sites;

5.20.3 require the New Zealand Conservation Authority and any relevant conservation board when approving or otherwise considering any, conservation management strategy, conservation management plan or national park management plan in respect of each of the sites to have particular regard to:

- (a) the statement of Ngati Toa Rangatira values; and
- (b) the relevant protection principles (on which the governance entity and the Minister of Conservation may agree, and which will be intended to prevent harming or diminishing the Ngati Toa Rangatira values in relation to each of the sites);

5.20.4 require the New Zealand Conservation Authority and any relevant conservation board before approving any conservation management strategy, conservation management plan or national park management plan in respect of each of the sites to:

- (a) consult the governance entity; and
- (b) have particular regard to the views of the governance entity as to the effect of the strategy or plan on:
 - (i) the Ngati Toa Rangatira values; and
 - (ii) the relevant protection principles (on which the governance entity and the Minister of Conservation may agree, and which will be intended to prevent harming or diminishing the Ngati Toa Rangatira values in relation to each of the sites);

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- 5.20.5 provide that where the governance entity advises the New Zealand Conservation Authority in writing that it has significant concerns about a draft conservation management strategy in relation to a site, the New Zealand Conservation Authority will, before approving the strategy, give the governance entity an opportunity to make submissions in relation to those concerns;
- 5.20.6 require the application of the Nga Paihau to be noted in any conservation management strategy, conservation management plan, or national park management plan affecting a site;
- 5.20.7 require the Director-General of Conservation to take action in relation to the protection principles that relate to each of the sites; and
- 5.20.8 enable the making of regulations and bylaws in relation to the sites.
- 5.21 The statement of Ngati Toa Rangatira values, the protection principles and the Director-General of Conservation's actions are in the documents schedule.

POUTIAKI INSTRUMENT

- 5.22 In clauses 5.23 to 5.34:

- 5.22.1 **poutiaki area** means the areas with the general location (but not the precise boundaries) shown in yellow and pink on OTS-068-74; and
- 5.22.2 **relevant councils** means the Wellington Regional Council and the Marlborough District Council.

Crown acknowledgment

- 5.23 The Crown acknowledges Ngati Toa Rangatira's role as a kaitiaki over the coastal marine area of the following areas that are within the poutiaki area as shown on OTS-068-74:
- 5.23.1 Cook Strait;
- 5.23.2 Porirua Harbour;
- 5.23.3 Te Whanganui / Port Underwood; and
- 5.23.4 Pelorus Sound / Te Hoiere (including Kenepuru Sound, Mahau Sound and Tennyson Inlet),
- (the **poutiaki coastal marine area**).

Poutiaki plan

- 5.24 The settlement legislation will, on the terms set out in sections 145 to 148 of the draft settlement bill, provide that:
- 5.24.1 the governance entity may from time to time prepare a plan in relation to the poutiaki area (the **poutiaki plan**) and lodge it with the relevant councils;

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- 5.24.2 the purpose of the poutiaki plan is to identify:
- (a) the values and principles of Ngati Toa Rangatira in relation to the poutiaki coastal marine area;
 - (b) the resource management issues of significance to Ngati Toa Rangatira in relation to the poutiaki coastal marine area; and
 - (c) Ngati Toa Rangatira's statement of kaitiakitanga relating to fisheries management in relation to the poutiaki area.
- 5.25 The settlement legislation will, on the terms set out in section 147 of the draft settlement bill, provide that a relevant council must when reviewing or preparing a regional policy statement or regional coastal plan:
- 5.25.1 take into account the poutiaki plan, to the extent that the poutiaki plan is relevant to resource management issues and relates to the poutiaki coastal marine area within the council's jurisdiction;
 - 5.25.2 include in the regional policy statement or regional coastal plan a statement of the resource management issues of significance to Ngati Toa Rangatira as set out in the poutiaki plan; and
 - 5.25.3 refer to the poutiaki plan to the extent that it is relevant in an evaluation of a proposed regional policy statement or proposed regional coastal plan under section 32 of the Resource Management Act 1991.
- 5.26 The Ministry for the Environment will, following a request by the governance entity to provide technical support in the preparation of the initial poutiaki plan:
- 5.26.1 meet with the governance entity to agree the nature and scope of the technical support to be provided by the Ministry;
 - 5.26.2 provide to the governance entity the agreed technical support; and
 - 5.26.3 not be required to provide financial support for the preparation of that plan.
- 5.27 To avoid doubt, the poutiaki plan does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights (including rights under the Marine and Coastal Area (Takutai Moana) Act 2011) over the poutiaki area.
- The Cook Strait forum**
- 5.28 The Wellington Regional Council has agreed that it will convene an annual Cook Strait forum.
- 5.29 Within six months after the settlement date, the Minister for Treaty of Waitangi Negotiations will write to the entities identified in clause 5.31 inviting those entities to participate in the annual Cook Strait forum to be convened by the Wellington Regional Council.

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- 5.30 The letter referred to in clause 5.29 will propose that the Cook Strait forum will:
- 5.30.1 take place annually for the purpose of co-ordinating and sharing information, and discussing issues of concern over the Cook Strait coastal marine area within the jurisdiction of the relevant councils;
 - 5.30.2 be co-chaired by the relevant councils; and
 - 5.30.3 be conducted in accordance with terms of reference that will be developed by the relevant councils and confirmed by the Cook Strait forum. A definition of the applicable coastal marine area of the Cook Strait, for the purposes of the forum, will be outlined in the terms of reference.
- 5.31 The entities referred to in clause 5.29 are:
- 5.31.1 the governance entity;
 - 5.31.2 other iwi with interests in Cook Strait;
 - 5.31.3 Wellington Regional Council;
 - 5.31.4 Marlborough District Council;
 - 5.31.5 Department of Conservation;
 - 5.31.6 Ministry for the Environment;
 - 5.31.7 Ministry of Business, Innovation and Employment;
 - 5.31.8 Ministry of Transport;
 - 5.31.9 Maritime New Zealand;
 - 5.31.10 Transpower; and
 - 5.31.11 Biosecurity New Zealand.
- 5.32 The Cook Strait forum may, from time to time, invite other entities to attend a Cook Strait forum.
- 5.33 The entities referred to in clause 5.31 will meet their own costs relating to participation in the Cook Strait forum.
- 5.34 To avoid doubt, the Cook Strait forum is not a committee or joint committee of a local authority under the Local Government Act 2002.

STATUTORY ACKNOWLEDGEMENT

5.35 The settlement legislation will, on the terms provided by sections 24 to 33 of the draft settlement bill:

5.35.1 provide the Crown's acknowledgement of the statements by Ngati Toa Rangatira of their particular cultural, spiritual, historical, and traditional association with the following areas:

- (a) Balance of Mana Island (as shown on deed plan OTS-068-28);
- (b) Red Rocks Scientific Reserve (as shown on deed plan OTS-068-29);
- (c) Pukerua Bay Scientific Reserve (as shown on deed plan OTS-068-30);
- (d) Oteranga Bay Marginal Strip (as shown on deed plan OTS-068-23);
- (e) Queen Elizabeth Park (as shown on deed plan OTS-068-24);
- (f) Whareroa Farm (as shown on deed plan OTS-068-25);
- (g) Te Onepoto Bay (as shown on deed plan OTS-068-26);
- (h) Pauatahanui Wildlife Reserve (as shown on deed plan OTS-068-31);
- (i) Horokiri Wildlife Management Reserve (as shown on deed plan OTS-068-32);
- (j) Battle Hill Farm Forest Park (as shown on deed plan OTS-068-27);
- (k) Lake Rotoiti, Nelson Lakes National Park (as shown on deed plan OTS-068-33);
- (l) Lake Rotoroa, Nelson Lakes National Park (as shown on deed plan OTS-068-34);
- (m) Wairau Pa (as shown on deed plan OTS-068-35);
- (n) Chetwode Islands (as shown on deed plan OTS-068-36);
- (o) Malcolm's Bay Scenic Reserve, Arapaoa Island (as shown on deed plan OTS-068-37);
- (p) Hutt River and its tributaries (as shown on deed plan OTS-068-45);
- (q) Maitai River and its tributaries (as shown on deed plan OTS-068-46);
- (r) Wairau River, Omaka River, Ōpaoa River, and Kaituna River and their tributaries (as shown on deed plan OTS-068-47);
- (s) Te Hoiere / Pelorus River and its tributaries (as shown on deed plan OTS-069-48);
- (t) Tuamarina River and its tributaries (as shown on deed plan OTS-068-49);

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- (u) Buller River and its tributaries (northern portion) (as shown on deed plan OTS-068-50);
- (v) Waimea River and its tributaries (as shown on deed plan OTS-068-58);
and
- (w) Motueka River and its tributaries (as shown on deed plan OTS-068-59);

5.35.2 require:

- (a) relevant consent authorities, the Environment Court, and the New Zealand Historic Places Trust to have regard to the statutory acknowledgement; and
- (b) relevant consent authorities to forward to the governance entity:
 - (i) summaries of resource consent applications affecting a relevant area; and
 - (ii) copies of any notices served on the consent authority under section 145(10) of the Resource Management Act 1991; and
- (c) relevant consent authorities to record the statutory acknowledgement on certain statutory planning documents under the Resource Management Act 1991;

5.35.3 enable the governance entity, and any member of Ngati Toa Rangatira, to cite the statutory acknowledgement as evidence of Ngati Toa Rangatira's association with any of the areas;

5.35.4 enable the governance entity to waive the rights specified in clause 5.35.2(b) in relation to all or any part of the areas by written notice to the relevant consent authority, the Environment Court or the New Zealand Historic Places Trust (as the case may be); and

5.35.5 require that any notice given pursuant to clause 5.35.4 include a description of the extent and duration of any such waiver of rights.

5.36 The statements of association are in part 2 of the documents schedule.

COASTAL STATUTORY ACKNOWLEDGEMENT

5.37 The parties acknowledge that the coastal statutory acknowledgement provided for under clause 5.39.1(a) applies to the coastal marine area of Te Tau Ihu as a whole, but that the individual iwi with interests in Te Tau Ihu have particular areas of interest within that coastal marine area.

5.38 Ngati Toa Rangatira acknowledge that they intend to exercise any rights under the coastal statutory acknowledgement provided for in clause 5.39.1(a) in a manner that is consistent with tikanga.

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- 5.39 The settlement legislation will, on the terms provided by sections 24 to 33 of the draft settlement bill:
- 5.39.1 provide the Crown's acknowledgement of Ngati Toa Rangatira's statement of coastal values in relation to Ngati Toa Rangatira's particular cultural, spiritual, historical, and traditional association with:
- (a) Te Tau Ihu coastal marine area (as shown on deed plan OTS-068-70);
 - (b) Cook Strait (as shown on deed plan OTS-068-38);
 - (c) Te Awarua-o-Porirua Harbour (as shown on deed plan OTS-068-39);
 - (d) Wellington Harbour (Port Nicholson) (as shown on deed plan OTS-068-40);
 - (e) Thoms Rock / Tokahaere (as shown on deed plan OTS-068-41);
 - (f) Kapukapuariki Rocks (as shown on deed plan OTS-068-42);
 - (g) Toka-a-Papa Reef (as shown on deed plan OTS-068-43); and
 - (h) Tawhitikurī / Goat Point (as shown on deed plan OTS-068-44);
- 5.39.2 require:
- (a) relevant consent authorities, the Environment Court, and the New Zealand Historic Places Trust to have regard to the statutory acknowledgement;
 - (b) relevant consent authorities to forward to the governance entity:
 - (i) summaries of resource consent applications affecting a relevant area; and
 - (ii) copies of any notices served on the consent authority under section 145(10) of the Resource Management Act 1991; and
 - (c) relevant consent authorities to record the statutory acknowledgement on certain statutory planning documents under the Resource Management Act 1991;
- 5.39.3 enable the governance entity, and any member of Ngati Toa Rangatira, to cite the statutory acknowledgement as evidence of Ngati Toa Rangatira's association with all or any part of the areas;
- 5.39.4 enable the governance entity to waive the rights specified in clause 5.39.2(a) and (b) in relation to all or any part of the areas by written notice to the relevant consent authority, the Environment Court or the New Zealand Historic Places Trust (as the case may be); and
- 5.39.5 require that any notice given pursuant to clause 5.39.4 include a description of the extent and duration of any such waiver of rights.
- 5.40 The statement of coastal values is in part 2 of the documents schedule.

DEEDS OF RECOGNITION

5.41 The Crown will, by or on the settlement date, provide the governance entity with a copy of each of the following:

5.41.1 a deed of recognition, signed by the Minister of Conservation and Director-General of Conservation, relating to the parts of the following areas owned by the Crown and managed by the Department of Conservation:

- (a) Balance of Mana Island (as shown on deed plan OTS-068-28);
- (b) Red Rocks Scientific Reserve (as shown on deed plan OTS-068-29);
- (c) Pukerua Bay Scientific Reserve (as shown on deed plan OTS-068-30);
- (d) Pauatahanui Wildlife Reserve (as shown on deed plan OTS-068-31);
- (e) Horokiri Wildlife Management Reserve (as shown on deed plan OTS-068-32);
- (f) Lake Rotoiti, Nelson Lakes National Park (as shown on deed plan OTS-068-33);
- (g) Lake Rotoroa, Nelson Lakes National Park (as shown on deed plan OTS-068-34);
- (h) Wairau Pa (as shown on deed plan OTS-068-35);
- (i) Chetwode Islands (as shown on deed plan OTS-068-36);
- (j) Malcolm's Bay Scenic Reserve, Arapaoa Island (as shown on deed plan OTS-068-37);
- (k) Hutt River and its tributaries (as shown on deed plan OTS-068-45);
- (l) Maitai River and its tributaries (as shown on deed plan OTS-068-46);
- (m) Wairau River, Omaka River, Ōpaoa River and Kaituna River and their tributaries (as shown on deed plan OTS-068-47);
- (n) Te Hoiere / Pelorus River and its tributaries (as shown on deed plan OTS-068-48);
- (o) Tuamarina River and its tributaries (as shown on deed plan OTS-068-49);
- (p) Buller River and its tributaries (northern portion) (as shown on deed plan OTS-068-50);
- (q) Waimea River and its tributaries (as shown on deed plan OTS-068-58);
and
- (r) Motueka River and its tributaries (as shown on deed plan OTS-068-59);

5.41.2 a deed of recognition, signed by the Commissioner of Crown Lands, relating to the parts of the following areas owned and managed by the Crown:

- (a) Hutt River and its tributaries (as shown on deed plan OTS-068-45);

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- (b) Maitai River and its tributaries(as shown on deed plan OTS-068-46);
- (c) Wairau River, Omaka River, Ōpaoa River and Kaituna River and their tributaries (as shown on deed plan OTS-068-47);
- (d) Te Hoiere / Pelorus River and its tributaries (as shown on deed plan OTS-068-48);
- (e) Tuamarina River and its tributaries (as shown on deed plan OTS-068-49);
- (f) Buller River and its tributaries (northern portion) (as shown on deed plan OTS-068-50);
- (g) Waimea River and its tributaries (as shown on deed plan OTS-068-58); and
- (h) Motueka River and its tributaries (as shown on deed plan OTS-068-59).

5.42 A deed of recognition will require that, if the Crown is undertaking certain activities within an area that the deed relates to, the governance entity will be consulted, and regard given to its views, concerning Ngati Toa Rangatira's association with the area as described in a statement of association.

FORM AND EFFECT OF DEEDS OF RECOGNITION

5.43 A deed of recognition will be:

5.43.1 in the form in the documents schedule; and

5.43.2 issued under, and subject to, the terms provided by section 34 to 38 of the draft settlement bill.

5.44 A failure by the Crown to comply with a deed of recognition is not a breach of this deed.

CULTURAL REDRESS PROPERTIES

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

In fee simple

5.45.1 the fee simple estate in each of the following sites:

- (a) Akatarawa Road conservation area;
- (b) Former Tuamarina school house;
- (c) Rarangi (Ngati Toa Rangatira);
- (d) Rangihaeata;
- (e) Pelorus Bridge; and
- (f) Titahi Bay Road site A;

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In fee simple subject to easements

5.45.2 the fee simple estate in the following site, subject to the governance entity providing registrable easements for rights to drain sewage, stormwater and water, convey water in gross, and a right to park and a right of way in favour of Porirua City Council in relation to the site in the forms included in the documents schedule:

- (a) Titahi Bay Road site B;

In fee simple subject to a conservation covenant

5.45.3 the fee simple estate in each of the following sites, subject to the governance entity providing a registrable covenant in relation to each site in the form included in the documents schedule:

- (a) Waikutakuta / Robin Hood Bay; and
- (b) Elaine Bay;

As a scientific reserve

5.45.4 the fee simple estate in the following site (excluding improvements) as a scientific reserve with the Department of Conservation continuing to administer, control and manage the reserve:

- (a) Te Mana a Kupe;

As a scenic reserve subject to encumbrances

5.45.5 the fee simple estate in the following site as a scenic reserve jointly as tenants in common with the Ngati Rarua Settlement Trust with both appointing members to the joint management body and with that joint management body being the administering body for the reserve, subject to the governance entity and the Ngati Rarua Settlement Trust providing a registrable right of way easement in gross in favour of the Minister of Conservation in relation to that site in the form included in the documents schedule:

- (a) Tokomaru / Mount Robertson;

As an historic reserve

5.45.6 the fee simple estate in each of the following sites as historic reserves with the governance entity as the administering body unless otherwise stated:

- (a) Taputeranga Island, with Wellington City Council as the administering body for the reserve;
- (b) Onehunga Bay, subject to:
 - (i) the governance entity providing a registrable easement for a right to convey water in relation to the site in the form included in the documents schedule; and
 - (ii) clause 5.80.2, with the joint board as the administering body;

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- (c) Whitianga site (subject to the governance entity providing a registrable easement in gross in favour of Porirua City Council for a right to drain sewage and stormwater in relation to the site in the form included in the documents schedule); and
- (d) Te Arai o Wairau (subject to the governance entity providing a registrable easement in gross in favour of Marlborough District Council for a right to place a monument in relation to the site in the form included in the documents schedule);

5.45.7 the fee simple estate in the following site (excluding the historic monument) as an historic reserve jointly as tenants in common with the trustees of the Ngati Rarua Settlement Trust and the Rangitane o Wairau Settlement Trust with all three appointing members to the joint management body and with that joint management body being the administering body for the reserve:

- (a) Horahora-kākahu;

As a recreation reserve

5.45.8 the fee simple estate in each of the following sites as recreation reserves unless otherwise stated with the governance entity as the administering body:

- (a) Wainui (excluding improvements); and
- (b) Te Onepoto Bay, and subject to clause 5.80.2, with the joint board as the administering body;

5.45.9 the fee simple estate in the following site as a recreation reserve jointly as tenants in common with the Ngati Rarua Settlement Trust and the Rangitane o Wairau Settlement Trust with all three appointing members to the joint management body and with that joint management body being the administering body for the reserve:

- (a) Pukatea / Whites Bay;

In fee simple to be set apart as a Maori reservation.

5.45.10 the fee simple estate in the Taupo urupa and Whitireia urupa sites, to be set apart after vesting as if they were set apart under section 338(1) of Te Ture Whenua Maori Act 1993:

- (a) as a burial ground; and
- (b) to be held on trust by the governance entity for the benefit of Ngati Toa Rangatira.

5.46 Each cultural redress property will be:

- 5.46.1 as described in schedule 3 of the draft settlement bill;
- 5.46.2 vested on the terms provided by sections 59 to 87 of the draft settlement bill; and
- 5.46.3 subject to or together with any encumbrances in relation to that property:
 - (a) required by clause 5.45 to be provided by the governance entity; or

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- (b) required by the settlement legislation; and
- (c) in particular, referred to in schedule 3 of the settlement legislation.

- 5.47 To avoid doubt, any obligations on the governance entity under the Local Government Official Information and Meetings Act 1987 apply to the governance entity in its capacity as an administering body under the Reserves Act 1977 but not to the governance entity acting in any other capacity.
- 5.48 Part 1 of the property redress schedule applies in relation to the vesting of the cultural redress properties.

NEW AND ALTERED GEOGRAPHIC NAMES

- 5.49 The settlement legislation will, on the terms provided by sections 100 to 103 of the draft settlement bill, from the settlement date:

- 5.49.1 assign each of the following new geographic names to the North Island location set opposite it:

New geographic name	Location (topographic map and grid references)	Geographic feature type
Taupō Point	BP32 564503	Point
Kapukapuariki Rocks	BP32 628594	Reef
Mount Porirua	BP31 551528	Hill
Haukōpua Point	BP31 553542	Point
Motuhara Point	BP31 558513	Point
Te Ana-o-Hau	BP32 606572	Point
Toka Pōtaka Rock	BP31 547529	Rock

- 5.49.2 alter each of the following existing geographic names in the North Island to the altered geographic name set opposite it:

Existing geographic name (gazetted, recorded or local)	Altered geographic name	Location (topographic map and grid references)	Geographic feature type
Colonial Knob	Rangituhi / Colonial Knob	BP31 513424	Hill
Goat Point	Tawhitikuṛī / Goat Point	BP32 567496	Point
Porirua Harbour and Porirua Harbour (Pauatahanui Inlet)	Te Awarua-o-Porirua Harbour	BP31 548465	Harbour
Tokaapapa Reef (Grandfather Rock)	Toka-a-Papa Reef	BP31 553506	Reef
Te Rewarewa Point	Te Rewarewa Point	BP31 545525	Point

- 5.49.3 alter each of the following existing geographic names in the South Island to the altered geographic name set opposite it:

Existing geographic name (gazetted, recorded or local)	Altered geographic name	Location (NZTopo50 map and grid references)	Geographic feature type
Queen Charlotte Sound (Totaranui)	Queen Charlotte Sound / Tōtaranui	BQ28 764302 - BP30ptBQ30 134549	Sound

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Existing geographic name (gazetted, recorded or local)	Altered geographic name	Location (NZTopo50 map and grid references)	Geographic feature type
		BP29,BQ29, BQ28	
Port Underwood	Te Whanganui / Port Underwood	BQ29 943246 BQ29 945249	Bay
Pelorus Sound	Pelorus Sound / Te Hoiere	BP28 810530 - BQ28 645318	Sound
Cloudy Bay	Te Koko-o-Kupe / Cloudy Bay	BQ29 934109	Bay
Fighting Bay	Ōraumoa / Fighting Bay	BQ29 005250	Bay
Pelorus River	Te Hoiere / Pelorus River	BQ28 638317 - BR26 250058	River
Whites Bay	Pukatea / Whites Bay	BQ29 884176	Bay
Mount Robertson	Tokomāru / Mount Robertson	BQ29 855221	Hill
Robin Hood Bay	Waikutakuta / Robin Hood Bay	BQ29 902207	Bay

RELATIONSHIPS WITH LOCAL AUTHORITIES

5.50 Following the signing of this deed of settlement, the Minister for Treaty of Waitangi Negotiations will provide letters of introduction to the following local authorities encouraging each authority to enhance their relationship with the governance entity, for example by developing a Memorandum of Understanding between the authority and the governance entity:

- 5.50.1 Wellington City Council;
- 5.50.2 Porirua City Council;
- 5.50.3 Upper Hutt City Council;
- 5.50.4 Lower Hutt City Council;
- 5.50.5 Manawatu-Wanganui Regional Council (Horizons Regional Council);
- 5.50.6 Kapiti Coast District Council;
- 5.50.7 Wellington Regional Council;
- 5.50.8 Nelson City Council;
- 5.50.9 Tasman District Council;
- 5.50.10 Marlborough District Council; and
- 5.50.11 Buller District Council.

LETTERS OF INTRODUCTION

5.51 Following the signing of this deed of settlement, the Minister for Treaty of Waitangi Negotiations will write to the entities identified in clause 5.52 to:

- 5.51.1 introduce the governance entity; and

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5.51.2 encourage the entities identified in clause 5.52 to establish an ongoing relationship with Ngati Toa Rangatira regarding Ngati Toa Rangatira taonga.

5.52 The entities referred to in clause 5.51 are:

5.52.1 Department of Internal Affairs (National Library and Archives New Zealand functions);

5.52.2 the New Zealand Film Archive;

5.52.3 the New Zealand Historic Places Trust; and

5.52.4 the museums as listed in part 7 of the documents schedule.

TAWHITO WHENUA

5.53 The Crown acknowledges Ngati Toa Rangatira's aspirations to display Tawhito Whenua at Parliament, and notes the discussions between Ngati Toa Rangatira and Te Papa Tongarewa regarding its provenance and that the permission of the Speaker of the House is required for display of taonga at Parliament.

5.54 The Office of Treaty Settlements will facilitate discussions between Ngati Toa Rangatira, Parliamentary Service and Te Papa Tongarewa in relation to the display of Tawhito Whenua (currently held by Te Papa Tongarewa).

RELATIONSHIP AGREEMENT WITH TE PAPA TONGAREWA

5.55 Ngati Toa Rangatira and Te Papa Tongarewa are developing a relationship agreement that will be finalised before settlement date.

SOUTHERN ROHE

5.56 The Crown will pay the governance entity the sum of \$500,000 in acknowledgement of claims within Ngati Toa Rangatira's southern rohe.

QUEEN ELIZABETH PARK CAMPING GROUND

Status and Management

5.57 The settlement legislation will, on the terms provided by sections 157 to 161 of the draft settlement bill, provide that:

5.57.1 the classification of the reserve comprising the Queen Elizabeth Park campground site (**campground site**) is changed from a recreation reserve to a local purpose reserve for campground purposes subject to section 23 of the Reserves Act 1977;

5.57.2 the classification of the campground site as a local purpose reserve for campground purposes includes the purpose that there must be a reasonable opportunity to undertake affordable camping on the campground site;

5.57.3 the governance entity is appointed to control and manage the campground site as if that appointment was made under section 28 of the Reserves Act 1977 (**appointment**);

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- 5.57.4 the governance entity, for the proper and beneficial management of the campground site, may enter into an arrangement with another entity for the purpose of that other entity undertaking the management, administration and control of the campground site, as if that arrangement was entered into under section 61(1) of the Reserves Act 1977;
- 5.57.5 to avoid doubt, a concession is not required under section 59A of the Reserves Act 1977 or Part 3B of the Conservation Act 1987 in relation to an arrangement entered into under clause 5.57.4;
- 5.57.6 despite section 80 of the Reserves Act 1977, the governance entity may apply any income derived from the campground site to:
- (a) the campground site;
 - (b) any other reserve subject to the Reserves Act 1977 for which the governance entity is the administering body;
 - (c) any Maori reservation subject to Te Ture Whenua Maori Act 1993, owned by the governance entity; and
 - (d) the restoration or protection of natural, ecological or historic values on any other land owned by the governance entity;
- 5.57.7 sections 79 and 84 of the Reserves Act 1977 do not apply to the campground site;
- 5.57.8 sections 24 and 25 of the Reserves Act 1977 are not to apply to the change of classification or purpose under the settlement legislation of the reserve status of the campground site; and
- 5.57.9 the campground improvements are authorised to remain on the campground site in accordance with the provisions of clauses 5.57 to 5.71.
- 5.58 If for any reason the governance entity no longer wishes to control and manage the campground site it may apply to the Minister of Conservation for its appointment to control and manage to be revoked under section 28 of the Reserves Act 1977.

Revocation of appointment to control and manage

- 5.59 The settlement legislation will, on the terms provided by section 161 of the draft settlement bill, provide that if the Minister has any concerns as to the control and management of the campground site by the governance entity such that the Minister is considering revoking or amending the appointment:
- 5.59.1 the Minister will give notice to the governance entity setting out those concerns (**Minister's notice**) and giving the governance entity an opportunity to respond;
- 5.59.2 the Minister's notice will state that the governance entity may provide a response within two months of the date upon which the Minister's notice is received by the governance entity; and

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5.59.3 when making a decision on whether to revoke or amend the appointment the Minister must, in addition to considering other relevant matters under the Reserves Act 1977, take into account:

- (a) any response from the governance entity to the Minister's notice which is received by the Minister within the two month timeframe identified in clause 5.59.2; and
- (b) the fact that the appointment of the governance entity to control and manage the campground site was made through, and in the context of, a deed of settlement.

5.60 The settlement legislation will, on the terms provided by section 161 of the draft settlement bill, provide that after considering any response from the governance entity under clause 5.59.2, the Minister shall notify the governance entity of its decision whether to revoke or amend the appointment.

Vesting of campground improvements

5.61 The settlement legislation will, on the terms provided by section 159(1) of the draft settlement bill, vest the campground improvements in the governance entity on the settlement date.

Campground lease and campground improvements

5.62 If the governance entity applies under clause 5.58 to have its appointment revoked or, if the Minister decides to revoke the appointment, the Director-General will:

- 5.62.1 enter into discussions with the governance entity as to whether the Crown wishes to acquire the campground improvements; and
- 5.62.2 if the Crown does wish to acquire the campground improvements, what price and other terms and conditions apply to the transfer of ownership of the campground improvements to the Crown.

5.63 If the Crown does not wish to acquire the campground improvements, the governance entity will, if requested by the Director-General, remove the campground improvements:

- 5.63.1 within a reasonable period of time to be specified by the Director-General; and
- 5.63.2 at the expense of the governance entity.

5.64 If the governance entity fails to remove the campground improvements within the period of time specified in clause 5.63.1:

- 5.64.1 ownership of the campground improvements may, at the Crown's election, pass to the Crown; or
- 5.64.2 the Director-General may have the campground improvements removed; and
- 5.64.3 any reasonable costs incurred by the Director-General as a result of removing the campground improvements and making good any resulting damage, may be recovered from the governance entity.

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- 5.65 The governance entity agrees that it will keep and maintain the campground improvements in good order and repair, and keep them insured under a policy of indemnity to full insurable value, until:
- 5.65.1 the governance entity's appointment is revoked; or
 - 5.65.2 the Crown acquires the campground improvements under clause 5.62 or 5.64.1; or
 - 5.65.3 the campground improvements are removed under clause 5.64.3,
- whichever is the earliest.

Dispute resolution in relation to campground improvements

- 5.66 If either party claim that a difference or dispute has arisen in relation to clause 5.62 to 5.64, that party may give written notice to the other party specifying the nature and details of the dispute.
- 5.67 Within 10 business days of receipt of that notice, the parties must shall meet to endeavour to resolve the dispute.
- 5.68 If the dispute is not resolved within 20 business days of receipt of the notice of dispute, either party by notice to the other party may refer the dispute to mediation. The mediation will be conducted in Wellington under the LEADR New Zealand Incorporated (**LEADR**) standard mediation agreement. If the parties do not agree on a mediator or the mediator's fees within five (5) business days of receipt of the notice of mediation, the mediator shall be appointed or the fees set by the chair of LEADR (or his/her nominee) at the request of either party. The parties shall bear the mediator's fees equally.
- 5.69 If the dispute is not resolved within 30 business days of the appointment of the mediator, either party may by notice to the other party refer the dispute to arbitration. The arbitration will be conducted in Wellington by a single arbitrator under the Arbitration Act 1996. If the parties do not agree on an arbitrator within five (5) business days of receipt of the notice of arbitration, the arbitrator shall be appointed by the President of the New Zealand Law Society (or his/her nominee) at the request of either party. The Arbitrator's decision shall be final and binding on the Parties.
- 5.70 The arbitration shall be conducted in accordance with the Arbitration Act 1996 and the parties expressly include the provisions of the Second Schedule of the Act and reserve the right to appeal to the High Court on any question of law arising out of an award.
- 5.71 In respect of any time periods prescribed in relation to any arbitration, time shall be of the essence.

Right of first refusal

- 5.72 The campground site is the subject of a right of first refusal in favour of the governance entity as set out in clauses 6.48 to 6.50.

RIVER AND FRESHWATER ADVISORY COMMITTEE

- 5.73 Despite the inclusion of the River and Freshwater Advisory Committee redress in this deed, clauses 5.74 and 5.75 (excluding clause 5.74.3) only apply to Ngati Toa

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Rangatira once the Ngati Toa Rangatira governance entity has elected to participate in that Committee.

5.74 The parties acknowledge that:

5.74.1 the iwi with interests in Te Tau Ihu have agreed to form an advisory committee in relation to the management of rivers and fresh water;

5.74.2 the advisory committee is intended to work in a collaborative manner with the common purpose of promoting the health and wellbeing of the rivers and fresh water within the jurisdiction of the relevant councils;

5.74.3 in undertaking its work the advisory committee will respect and operate in a manner that recognises that while some resource management issues will be of generic interest to all iwi with interests in Te Tau Ihu, other issues may be of interest primarily to particular iwi;

5.74.4 the formation of the advisory committee provides a foundation for the participation of the iwi with interests in Te Tau Ihu in the management by the relevant councils of rivers and fresh water, and the relevant councils and iwi may work together to enhance that participation through other means;

5.74.5 the relevant councils may, without further inquiry, accept any advice from the advisory committee as being in accordance with the procedural requirements of the advisory committee; and

5.74.6 the iwi participating in the advisory committee will each contribute equally to meeting the costs of the advisory committee.

5.75 The settlement legislation will, on the terms provided by sections 161A to 161G of the draft settlement bill, provide:

5.75.1 for the establishment of an advisory committee in relation to the management of rivers and fresh water within the jurisdictions of:

(a) Marlborough District Council;

(b) Nelson City Council; and

(c) Tasman District Council;

together the **relevant councils**;

5.75.2 subject to clause 5.75.3, for the advisory committee to be comprised of a maximum of eight members, with one member to be appointed by each of the governance entities for the eight iwi with interests in Te Tau Ihu;

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- 5.75.3 that following the settlement date, any of the governance entities for the eight iwi with interests in Te Tau Ihu may give notice to the other governance entities of its intention to appoint a member to the advisory committee;
- 5.75.4 for the opportunity for the advisory committee to provide timely advice to each of the relevant councils in response to an invitation in relation to the management of rivers and fresh water under the Resource Management Act 1991:
- (a) prior to a relevant council making decisions on the review of policy statements or plans under section 79 of the Resource Management Act 1991;
 - (b) prior to a relevant council preparing or changing policy statements or plans under clause 2 of Schedule 1 of the Resource Management Act 1991; and
 - (c) prior to a relevant council notifying a proposed policy statement or plan under clause 5 of Schedule 1 (with reference to section 32 of the Resource Management Act 1991);
- 5.75.5 that the relevant councils will, when exercising functions and powers in relation to the matters set out in clause 5.75.4, extend an invitation to the advisory committee to provide advice in relation to the management of rivers and fresh water under the Resource Management Act 1991;
- 5.75.6 that where a relevant council extends an invitation to the advisory committee to provide advice, the advisory committee must provide any advice no later than two months after the date upon which the invitation is received by the advisory committee (or such other period as may be agreed between a relevant council and the committee);
- 5.75.7 that where the time period specified in clause 5.75.4 has been complied with, the relevant councils will, when exercising functions and powers in relation to the matters set out in clause 5.75.4, have regard to the advice of the advisory committee to the extent that advice relates to the management of rivers and fresh water under the Resource Management Act 1991;
- 5.75.8 for the advisory committee to:
- (a) regulate its own procedure;
 - (b) operate on the basis of consensus decision making;
 - (c) have a quorum of a majority of the members of the committee; and
 - (d) nominate an address for service and advise the relevant councils of this address;
- 5.75.9 that the advisory committee may request information from the relevant councils on the carrying out by the relevant councils of the functions and powers referred to in clause 5.75.4;

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- 5.75.10 that upon receipt of a request under clause 5.75.9, the relevant councils will, where reasonably practicable, provide information to the advisory committee on the matters contained in that request;
- 5.75.11 that the advisory committee may request that one or more representatives of the relevant councils attend a meeting of the advisory committee;
- 5.75.12 that where reasonably practicable the relevant councils will comply with a request under clause 5.75.11, and that council may determine the appropriate representatives to attend any such meeting;
- 5.75.13 that each relevant council will not be required to attend any more than four meetings in any one calendar year;
- 5.75.14 that the advisory committee will give a relevant council at least 10 business days notice of any such meeting;
- 5.75.15 that the advisory committee will provide a meeting agenda with any request made under clause 5.75.11;
- 5.75.16 that subject to the prior written agreement of the advisory committee and a relevant council, the advisory committee may provide advice to that council on any other matter under the Resource Management Act 1991;
- 5.75.17 that any agreement between a relevant council and the advisory committee under clause 5.75.16 may be terminated by either party by notice in writing; and
- 5.75.18 that to avoid doubt, the obligations under this clause 5.75 are additional to, and do not derogate from any other obligations of a relevant council under the Resource Management Act 1991.

WHITIREIA PARK MANAGEMENT ARRANGEMENT

5.76 Clause 5.45 of this deed provides for:

- 5.76.1 the Onehunga Bay site to be vested in the governance entity as an historic reserve; and
- 5.76.2 Te Onepoto Bay site to be vested in the governance entity as a recreation reserve.

5.77 The parties have agreed that:

- 5.77.1 the Whitireia Park recreation reserve will be controlled and managed by a joint board comprising equal numbers of members appointed by the governance entity and by the Wellington Regional Council (**joint board**); and
- 5.77.2 the joint board will control and manage the Onehunga Bay historic reserve and Te Onepoto Bay recreation reserve and be the administering body for these reserves, unless the governance entity gives notice that it wishes to assume the role of administering body for those reserves.

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Joint Board

- 5.78 A joint board is established to control and manage the Whitireia Park recreation reserve, the Onehunga Bay historic reserve and Te Onepoto Bay recreation reserve (the **three reserves**).
- 5.79 The joint board is appointed to control and manage the three reserves as if that appointment was made under section 30 of the Reserves Act 1977, but that section has no other application to the joint board.
- 5.80 The joint board is comprised of up to:
- 5.80.1 three members appointed by the governance entity; and
 - 5.80.2 three members appointed by the Wellington Regional Council;
- (those appointing entities each being an **appointer**)
- 5.81 A member of the joint board may be appointed, reappointed or discharged at the discretion of the appointer.
- 5.82 Where there is a vacancy on the joint board, the relevant appointer will fill that vacancy as soon as is reasonably practicable.
- 5.83 At its first meeting, the joint board will:
- 5.83.1 appoint an initial Chair of the joint board;
 - 5.83.2 adopt an initial set of standing orders for the operation of the joint board; and
 - 5.83.3 agree an initial schedule of meetings for the joint board.
- 5.84 The quorum for a meeting of the joint board will be:
- 5.84.1 at least two members appointed by the governance entity; and
 - 5.84.2 at least two members appointed by the Wellington Regional Council.
- 5.85 Decisions of the joint board will be made by a simple majority of those members present and voting at a meeting of the joint board.
- 5.86 The Chair of the joint board will have a deliberative vote but will not have a casting vote.
- 5.87 Subject to clauses 5.83 to 5.86, and compliance with the Reserves Act 1977, the joint board may regulate its own procedure.
- 5.88 Sections 31 and 32 of the Reserves Act 1977 do not apply to the joint board.
- 5.89 To avoid doubt, the joint board is not a committee or joint committee of a local authority for the purposes of the Local Government Act 2002 or any other Act.

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Onehunga Bay and Te Onepoto Bay reserves

- 5.90 If the governance entity intends to assume the role of administering body for one or both of the Onehunga Bay historic reserve and Te Onepoto Bay recreation reserve:
- 5.90.1 the governance entity will give notice of such intention to the Minister of Conservation and the joint board; and
- 5.90.2 the Minister will by notice in the *Gazette* declare that:
- (a) the joint board is no longer the administering body for one or both of the Onehunga Bay historic reserve and Te Onepoto Bay recreation reserve, as the case may be; and
- (b) the governance entity is the administering body for one or both of the reserves as the case may be.
- 5.91 While the joint board is the administering body of the Onehunga Bay historic reserve and Te Onepoto Bay recreation reserve, in relation to any application for a statutory authorisation over those reserves:
- 5.91.1 the governance entity will be the decision maker in respect of that application under the Reserves Act 1977 as if the governance entity was the administering body of those reserves; and
- 5.91.2 to avoid doubt, section 59A of the Reserves Act 1977 and Part 3B of the Conservation Act 1987 (which relate to concessions) do not apply.
- 5.92 The governance entity and Wellington Regional Council have agreed that the joint board will enter into a memorandum of understanding regarding the Council's provision of advisory and administrative services to the joint board and the Council's day-to-day management of the Whitireia Park recreation reserve, the Onehunga Bay historic reserve and Te Onepoto Bay recreation reserve.
- 5.93 Wellington Regional Council has agreed to consult with the governance entity in developing the draft memorandum of understanding, and Wellington Regional Council and the governance entity shall seek to reach agreement on the content of the draft memorandum of understanding prior to it being submitted to the joint board for consideration.

Management plan

- 5.94 The joint board will prepare a management plan for the Whitireia Park recreation reserve in accordance with section 41 of the Reserves Act 1977.
- 5.95 To avoid doubt, the joint board will submit the management plan for the approval of the Minister of Conservation under section 41(1) of the Reserves Act 1977, and section 41(13) of that Act will not apply.
- 5.96 The management plan will also cover the Onehunga Bay historic reserve and Te Onepoto Bay recreation reserve if those reserves are controlled and managed by the joint board on the date upon which the management plan is approved by the Minister of Conservation, and the Minister of Conservation's approval role will include approval of the management plan in respect of those two reserves.

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- 5.97 If the Minister gives notice under clause 5.90.2, the management plan continues to apply to the Onehunga Bay historic reserve and Te Onepoto Bay recreation reserve, and the governance entity must comply with that plan, until such time as a replacement plan is prepared and approved for the reserve.

Settlement legislation

- 5.98 The settlement legislation will, on the terms provided by sections 149 to 161 of the draft settlement bill, provide for the matters set out in clauses 5.76 to 5.97.

HAKA KA MATE

Background

- 5.99 The haka Ka Mate was composed by Te Rauparaha, a Rangatira of Ngati Toa Rangatira, and is one of his many legacies to his iwi. The haka Ka Mate is a taonga of Ngati Toa Rangatira and is an integral part of Ngati Toa Rangatira history, culture and identity.
- 5.100 It has come to represent to Ngati Toa Rangatira not only the survival of Te Rauparaha but a part of Ngati Toa Rangatira's collective identity, the re-establishment and re-invention of that iwi due to the vision and actions of Te Rauparaha.
- 5.101 Ngati Toa Rangatira regard themselves as the kaitiaki (guardians) of the haka Ka Mate and Te Runanga has been charged by the iwi to celebrate the haka Ka Mate on behalf of the descendants of Te Rauparaha and the iwi and protect the haka Ka Mate from culturally inappropriate and offensive use.

Protection for the haka Ka Mate - the domestic and international policy context

- 5.102 The protection, preservation and promotion of traditional knowledge and indigenous cultural expressions are being considered both domestically and internationally. In New Zealand, these issues have been raised primarily in the Wai 262 Treaty of Waitangi claim. In July 2011 the Waitangi Tribunal released its report Ko Aotearoa Tenei on the Wai 262 claim relating to New Zealand's laws and policy affecting Maori culture, identity and traditional knowledge. Ko Aotearoa Tenei contains a number of recommendations to better protect Maori interests in relation to 'taonga works' or traditional knowledge and cultural expressions, including changes to New Zealand's intellectual property framework.
- 5.103 Issues around traditional knowledge are also being considered by several international organisations, including the World Intellectual Property Organisation (**WIPO**) and the Convention on Biological Diversity. At the international level, New Zealand has actively participated in discussions of WIPO and other forums about the protection of traditional knowledge. The WIPO Intergovernmental Committee on Intellectual Property and Genetic Resources, Traditional Knowledge and Folklore is currently undertaking work with the objective of reaching an agreement on a text of an international legal instrument (or instruments) which will ensure the effective protection of traditional knowledge, cultural expressions and genetic resources. The work of these organisations provides useful input for New Zealand's domestic policy development.
- 5.104 The redress for the haka Ka Mate, set out in this deed, reflects the fact that policy development on the protection of traditional knowledge and cultural expressions is still in its infancy. The right of attribution in the Haka Ka Mate Attribution legislation is

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inspired by the moral rights framework under copyright law. However, intellectual property frameworks are not the only method of protection. The Crown is therefore committed to involve Ngati Toa Rangatira, in wider consultation with Maori in general, in relevant policy development in relation to the protection, preservation and promotion of traditional knowledge and cultural expressions.

Crown acknowledgement and recognition

5.105 The Haka Ka Mate Attribution legislation will, on the terms provided by section 8 of the draft Haka Ka Mate Attribution Bill, provide for:

5.105.1 an acknowledgement by the Crown of the significance of the haka Ka Mate as a taonga of Ngati Toa Rangatira and an integral part of the history, culture and identity of Ngati Toa Rangatira;

5.105.2 an acknowledgement by the Crown of the statement of association made by Ngati Toa Rangatira and set in the Schedule of the draft Haka Ka Mate Attribution Bill, relating to:

- (a) the composition of the haka Ka Mate by Te Rauparaha;
- (b) Ngati Toa Rangatira's particular cultural, spiritual, historical and traditional association with the haka Ka Mate;
- (c) Ngati Toa Rangatira's ongoing role as kaitiaki of the haka Ka Mate; and
- (d) Ngati Toa Rangatira's values concerning the use and performance of the haka Ka Mate; and

5.105.3 Crown recognition that Ngati Toa Rangatira hold the right of attribution.

Right of attribution

5.106 It is the intention of the parties that Ngati Toa Rangatira have a right of attribution in perpetuity in relation to the haka Ka Mate that is non-assignable.

5.107 The Haka Ka Mate Attribution legislation will, on the terms provided by section 9 of the draft Haka Ka Mate Attribution Bill, provide that:

5.107.1 Ngati Toa Rangatira have a right of attribution in relation to the haka Ka Mate;

5.107.2 the right of attribution provides Ngati Toa Rangatira with the right for Te Rauparaha to be identified clearly and reasonably prominently as both the composer of the haka Ka Mate and a chief of Ngati Toa Rangatira;

5.107.3 the right of attribution applies to:

- (a) any publication of the haka Ka Mate for commercial purposes;
- (b) any communication of the haka Ka Mate to the public;
- (c) any film that features the haka Ka Mate and is shown in public or is issued to the public;

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5.107.4 the identification is to be provided by a statement that is likely to bring Te Rauparaha's identity as composer of the haka Ka Mate and a chief of Ngati Toa Rangatira to the attention of a person seeing or hearing the communication; and

5.107.5 the right of attribution is subject to any written waiver given, or written agreement entered into, by the rights representative.

Right of attribution does not apply to certain things

5.108 The Haka Ka Mate Attribution legislation will, on the terms provided by section 10 of the draft Haka Ka Mate Attribution Bill, provide that the right of attribution does not apply to:

5.108.1 any performance in public of the haka Ka Mate (including by any New Zealand Kapa Haka group);

5.108.2 use of the haka Ka Mate for educational purposes; and

5.108.3 any work made for the purpose of criticism, review or news reporting.

Remedy for failure to attribute

5.109 The Haka Ka Mate Attribution legislation will, on the terms provided by section 11 of the draft Haka Ka Mate Attribution Bill, provide that:

5.109.1 the right of attribution may be enforced only by obtaining a declaratory judgment or order under the Declaratory Judgments Act 1908 against a person responsible for applying the right of attribution for the thing to which the right applies;

5.109.2 the right of attribution may be enforced only by the rights representative on behalf of Ngati Toa Rangatira; and

5.109.3 the Court may award costs under section 13 of the Declaratory Judgments Act 1908.

Review of the legislation

5.110 The Haka Ka Mate Attribution legislation will be reviewed by the Ministry of Business, Innovation and Employment five years after its commencement with a view to considering additional protection of the haka Ka Mate if not already provided for by that time in more generic legislation or policy.

For avoidance of doubt

5.111 The provisions, in relation to the haka Ka Mate in this deed and in the Haka Ka Mate Attribution legislation, do not:

5.111.1 prevent Ngati Toa Rangatira from benefiting from the Crown's response to the Waitangi Tribunal report Ko Aotearoa Tenei;

5.111.2 pre-determine the Crown's response to the Waitangi Tribunal report Ko Aotearoa Tenei;

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- 5.111.3 replace or prejudice any intellectual property protection in respect of the haka Ka Mate that Ngati Toa Rangatira may acquire or to which it may be entitled now or in the future; or
- 5.111.4 confer on Ngati Toa an entitlement to:
- (a) require any person to obtain consent in advance of any treatment of the haka Ka Mate; or
 - (b) charge, levy or accept any form of royalties, compensation or damages in respect of any treatment of the haka Ka Mate.

Awareness raising

- 5.112 As part of their role as kaitiaki, Ngati Toa Rangatira have provided guidance in the statement of association as to the meaning, significance and history of the haka Ka Mate and Ngāti Toa's values concerning the appropriate use and performance of the haka Ka Mate. Potential users are encouraged to consult with Ngati Toa Rangatira on their proposed use of the haka Ka Mate as a matter of courtesy.
- 5.113 After settlement date the Minister for Treaty of Waitangi Negotiations will write to the Minister of Maori Affairs and the Minister of Commerce requesting a meeting with Ngati Toa Rangatira to discuss New Zealand's involvement with international processes and cultural awareness in New Zealand with respect to the haka Ka Mate.

CULTURAL REDRESS GENERALLY NON-EXCLUSIVE

- 5.114 The Crown may do anything that is consistent with the cultural redress, including entering into, and giving effect to, another settlement that provides for the same or similar cultural redress.
- 5.115 Clause 5.114 is not an acknowledgement by Ngati Toa Rangatira or the Crown that any other iwi or group has interests in relation to land or an area to which any cultural redress relates.

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FINANCIAL REDRESS

- 6.1 The Crown will pay the governance entity on the settlement date an amount equal to:
- 6.1.1 the financial and commercial redress amount of \$40,000,000;
 - 6.1.2 \$10,000,000 in recognition of the Crown's actions in undermining the maritime domain of Ngati Toa Rangatira in the Cook Strait region in the nineteenth century;
- less:
- 6.1.3 the total transfer value of the licensed land properties being transferred on settlement date, being \$24,000,000; and
 - 6.1.4 the total transfer value of the commercial redress properties (excluding the licensed land properties) being transferred on settlement date in accordance with clause 6.6.
- 6.2 The Crown will pay to the governance entity, within five (5) business days of the date of this deed, the following amounts:
- 6.2.1 \$6,610,000 for capacity building;
 - 6.2.2 \$11,500,000 that may be used by the governance entity to purchase properties;
 - 6.2.3 \$1,000,000 towards Whare Taonga;
 - 6.2.4 \$1,000,000 towards Papakainga housing; and
 - 6.2.5 \$500,000 being the amount referred to in clause 5.56,
- less:
- 6.2.6 the on-account payment totalling \$2,010,684.93 referred to in clause 6.3.

ON-ACCOUNT PAYMENT

- 6.3 The parties acknowledge that \$2,010,684.93 towards the payment for capacity building was paid to Te Runanga on account of the settlement on 11 February 2009, being the date of the letter of agreement.

COMMERCIAL REDRESS PROPERTIES, COMMERCIAL REDRESS PROPERTY FOR NO CONSIDERATION, COMMERCIAL PROPERTIES, LEASEBACK PROPERTIES AND DEFERRED SELECTION PROPERTIES

Selection of properties for valuation

- 6.4 No later than four months after the date of this deed, in accordance with part 6 of the property redress schedule and subject to clause 6.5, the governance entity may select for valuation any property described in table 1 or table 2 of part 8 of the property redress schedule.
- 6.5 The governance entity may only select a leaseback property for valuation under clause 6.4 if the relevant land holding agency and the governance entity have agreed on the final form of the relevant Crown leaseback as specified in part 5 of the documents schedule within three months after the date of this deed.

Commercial redress properties

- 6.6 A property described in table 1 or table 2 of part 8 of the property redress schedule will be a commercial redress property, and transferred by the Crown to the governance entity on the settlement date on the terms and conditions in part 2 of the property redress schedule if:
- 6.6.1 that property was selected for transfer within the commitment period:
- (a) in accordance with paragraph 6.6 of the property redress schedule; and
 - (b) no later than 30 business days before the settlement date; and
- 6.6.2 the transfer value of that property will not result in the available financial redress amount being exceeded.
- 6.7 To avoid doubt, the Crown and the governance entity agree that the purpose of clause 6.6 is to ensure that the total transfer values of the potential commercial redress properties selected for transfer on settlement date shall not exceed the available financial redress amount.

Commercial redress property for no consideration

- 6.8 The commercial redress property for no consideration, being the Caretaker's residence and Office Block, as described in table 3 in part 8 of the property redress schedule, will be transferred by the Crown to the governance entity on the following terms:
- 6.8.1 the reservation of the property as a recreation reserve subject to the Reserves Act 1977 is revoked;
- 6.8.2 as redress, for no consideration;
- 6.8.3 subject to paragraph 2.1B of the property redress schedule, on the terms of transfer in part 2 of that schedule;
- 6.8.4 subject to the governance entity providing a registrable easement for a right to drain stormwater in gross in favour of Kapiti Coast District Council on the terms and conditions set out as "type E" in part 6 of the documents schedule (subject to any variations in form necessary only to ensure its registration); and

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- 6.8.5 together with the Crown (acting through the Minister of Conservation) granting to the governance entity by or on the settlement date, registrable easements for rights to drain water and sewage, to convey water, stormwater, electricity, gas, telecommunications and computer media and a right of way, all on the terms and conditions set out as "type F" in part 6 of the documents schedule (subject to any variations in form necessary only to ensure its registration); and
- 6.8.6 subject to the creation of any other easements necessary to enable subdivision of the property.

Commercial properties

- 6.9 A property described in table 1 or table 2 of part 8 of the property redress schedule will be a commercial property, and purchased by the governance entity 30 business days after the settlement date on the terms and conditions in part 5 of the property redress schedule, if that property was selected by the governance entity for transfer within the commitment period:
- 6.9.1 in accordance with paragraph 6.6 of the property redress schedule; but
- 6.9.2 later than 30 business days before the settlement date; and/or
- 6.9.3 the transfer value of that property will result in the available financial redress amount being exceeded.

Deferred selection properties

- 6.10 A property described in table 1 or table 2 of part 8 of the property redress schedule will be a deferred selection property, and may be purchased by the governance entity at any time from the settlement date until the end of the deferred selection period on the terms and conditions in parts 4 and 5 of the property redress schedule, if that property:
- 6.10.1 was not selected for valuation by the governance entity in accordance with clause 6.4; or
- 6.10.2 was unavailable for selection by the governance entity in accordance with clauses 6.5 or 6.12; or
- 6.10.3 was selected for valuation but was not selected by the governance entity for transfer in accordance with paragraph 6.6 of the property redress schedule.

Leaseback properties

- 6.11 Table 1 in part 8 of the property redress schedule specifies the leaseback properties to be leased back to the Crown immediately following any transfer under clause 6.6, 6.9 or 6.10 to the governance entity on the terms and conditions provided by the relevant lease for that property being:
- 6.11.1 in the agreed final form in part 5 of the documents schedule if the relevant lease is marked as being in its agreed final form; or
- 6.11.2 in the form agreed to replace that form in part 5 of the documents schedule pursuant to clause 6.5 or 6.12 if the relevant lease is marked as a draft and not marked as being in its agreed final form.

As the leases to be agreed will each be a registrable ground lease of the property, only the bare land, and not the improvements, may transfer to the governance entity (as

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either a commercial redress property, a committed property or a deferred selection property). The final form of lease must be agreed in accordance with clause 6.5 prior to the valuation of any such property in accordance with part 4 of the property redress schedule.

- 6.12 If the relevant land holding agency and the governance entity have not reached agreement in accordance with clause 6.5 (on the final form of the relevant Crown leaseback), the Crown may, at any time after three months after the date of this deed, give written notice to the governance entity advising it that none of the relevant land holding agency's properties are available for selection by the governance entity under clause 6.4. From the date of receipt of such notice, as provided in clause 6.10, those properties shall be deferred selection properties and parts 4 and 5 of the property redress schedule shall apply to those properties.
- 6.13 A leaseback property will cease to be a deferred selection property, but the governance entity will continue to have a right of first refusal in relation to that property (in accordance with clause 6.48), if:
- 6.13.1 all or any part of that leaseback property becomes surplus to a land holding agency's requirements; and
 - 6.13.2 the Crown, at any time during the deferred selection period and before the governance entity has given a notice to the Crown in accordance with paragraph 4.2 of the property redress schedule, gives written notice to the governance entity advising it that the leaseback property is no longer available for selection by the governance entity in accordance with clause 6.10.

WELLINGTON CENTRAL POLICE STATION IMPROVEMENTS

- 6.14 Subject to clause 6.15, from the date the governance entity becomes the registered proprietor and for so long as the governance entity or a Ngati Toa Rangatira entity is the registered proprietor of Wellington Central Police Station until the date being 10 years from the settlement date, the governance entity may purchase the improvements on the terms and conditions in part 9 of the property redress schedule.
- 6.15 The improvements are to be leased back to the Crown immediately following their purchase by the governance entity. The governance entity's right to purchase the improvements in accordance with clause 6.14 is subject to the governance entity and the land holding agency first agreeing on:
- 6.15.1 the terms of the lease upon which the improvements are to be leased back; and
 - 6.15.2 any necessary amendments to the Crown leaseback (being a ground lease) of the Wellington Central Police Station.
- 6.16 The Crown and the governance entity agree that it is the parties' intention that ownership of the improvements and the fee simple estate in the Wellington Central Police Station is to be held by the same registered proprietor. To this end:
- 6.16.1 the parties agree to cooperate to include a provision in the relevant lease documentation to reflect this intention; and
 - 6.16.2 in the event that at the time the improvements are purchased by the governance entity, a Ngati Toa Rangatira entity is the registered proprietor of

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the fee simple estate in the Wellington Central Police Station, then the governance entity agrees to promptly effect a transfer of the improvements to that Ngati Toa Rangatira entity.

SETTLEMENT LEGISLATION

6.17. The settlement legislation will, on the terms provided by sections 162 to 167 of the draft settlement bill, enable the transfer of the commercial redress properties and the deferred selection properties.

LICENSED LAND PROPERTIES

6.18. The Crown will transfer the licensed land properties to the governance entity on the settlement date in accordance with the terms and conditions in part 2 of the property redress schedule.

6.19. The licensed land property described as Queen Charlotte Forest in part 3 of the property redress schedule includes the 100 hectares of land with cultural association for Ngati Toa Rangatira as shown on deed plan OTS-068-72.

6.20. The transfer of a licensed land property under clause 6.18 by the Crown to the governance entity will be:

6.20.1 subject to, and where applicable with the benefit of, the encumbrances provided in the disclosure information in relation to the licensed land properties; and

6.20.2 in addition to any encumbrances referred to in clause 6.20.1, where set out in the table in part 3 of the property redress schedule, also subject to:

- (a) the governance entity providing to the Crown, before the registration of the transfer for the licensed land property, a right of way easement in gross on the terms and conditions set out as "type A" in part 6 of the documents schedule (subject to any variations in form necessary only to ensure its registration);
- (b) the Crown granting to the governance entity, before the registration of the transfer for the licensed land property, a right of way easement on the terms and conditions set out as "type B" in part 6 of the documents schedule (subject to any variations in form necessary only to ensure its registration);
- (c) the governance entity and Te Atiawa o Te Waka-a-Maui Trust, before the registration of the transfer for the licensed land property known as Queen Charlotte Forest, granting to each other right of way easements on the terms and conditions set out as "type C" and "type D" in part 6 of the documents schedule (subject to any variations in form necessary only to ensure its registration); and
- (d) the parties to the easements referred to in clause 6.20.2(a),(b) and (c) being bound by the easement terms from settlement date.

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- 6.21 The settlement legislation will, on the terms provided by sections 168 to 175 of the draft settlement bill, provide for the following in relation to the licensed land properties:
- 6.21.1 the transfer by the Crown to the governance entity;
 - 6.21.2 it to cease to be Crown forest land upon registration of the transfer;
 - 6.21.3 the Crown to give notice under section 17(4)(b) of the Crown Forest Assets Act 1989 terminating the Crown forestry licence, in so far as it relates to the licensed land properties, at the expiry of the period determined under that section, as if:
 - (a) the Waitangi Tribunal had made a recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the return of each licensed land property to Maori ownership; and
 - (b) the Waitangi Tribunal's recommendation became final on settlement date;
 - 6.21.4 the governance entity to be the licensor under the relevant Crown forestry licence, as if each licensed land property had been returned to Maori ownership on the settlement date under section 36 of the Crown Forest Assets Act 1989, but without section 36(1)(b) applying; and
 - 6.21.5 for rights of access to areas that are wahi tapu.

ACCUMULATED RENTALS

- 6.22 The Crown, Ngati Toa Rangatira and the Tainui Taranaki iwi have agreed to allocate 50% of the value of accumulated rentals associated with all of the Te Tau Ihu licensed land to Ngati Toa Rangatira.
- 6.23 Accordingly, the settlement legislation will, on the terms provided by section 170 of the draft settlement bill, provide that:
- 6.23.1 in relation to a licensed land property, the governance entity will, from the settlement date, be a confirmed beneficiary under clause 11.1 of the Crown Forestry Rental Trust Deed; and
 - 6.23.2 the governance entity is entitled to 50% of the accumulated rentals associated with the Te Tau Ihu licensed land on the settlement date despite clause 11.1(b) of the Crown Forestry Rental Trust Deed.

EARLY RIGHT OF FIRST REFUSAL OVER EARLY RFR NZTA LAND

Interpretation

- 6.24 In clauses 6.24 to 6.47:
- 6.24.1 **dispose of** means to transfer the fee simple estate in the land;
 - 6.24.2 **early RFR NZTA land** means the land in table 6 in part 4 of the attachments if on the day after the date of this deed that land is:

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- (a) vested in the Crown or held in fee simple by the Crown; and
 - (b) administered by NZTA;
- 6.24.3 **expiry date**, for an offer, means its expiry date under clauses 6.31 or 6.32;
- 6.24.4 **offer** means an offer by the Crown to dispose of early RFR NZTA land to the trustee of the Toa Rangatira Trust; and
- 6.24.5 **RFR period** means, for early RFR NZTA land, the period starting on the day after the date of this deed and ending on the day before the settlement date.
- 6.25 However, land ceases to be early RFR NZTA land if:
- 6.25.1 the fee simple estate in the land transfers or vests from the Crown to:
 - (a) the trustee of the Toa Rangatira Trust (or nominee); or
 - (b) any other person (including the Crown or a Crown body) under clause 6.27; or
 - (c) a person other than the Crown or a Crown body under any of clauses 187 to 193 or anything referred to in clause 196(1) of the draft settlement bill, as if those clauses applied to the early RFR NZTA land from the date of this deed; or
 - 6.25.2 the RFR period ends.
- Restrictions on disposal**
- 6.26 The Crown must not dispose of early RFR NZTA land to any person other than the trustee of the Toa Rangatira Trust or its nominee unless the land is disposed of:
- 6.26.1 under clause 6.27; or
 - 6.26.2 as if clauses 184 to 193 or anything referred to in clause 196(1) of the draft settlement bill applied to the early RFR NZTA land from the date of this deed, under any of those clauses.
- 6.27 Early RFR NZTA land may be disposed of within two years after the expiry date of an offer by the Crown to dispose of the land to the trustee of the Toa Rangatira Trust, if the offer to that trustee was:
- 6.27.1 made in accordance with clauses 6.29 and 6.30; and
 - 6.27.2 made on terms that were the same as, or more favourable to the trustee than, the terms of the disposal to the person referred to in clause 6.26; and
 - 6.27.3 not withdrawn under clause 6.33; and
 - 6.27.4 not accepted under clause 6.34 and 6.35.

6: FINANCIAL AND COMMERCIAL REDRESS

6.28 The settlement legislation will provide that general RFR land may be disposed of within two years after the expiry date of an offer by the Crown under clauses 6.29 and 6.30 to dispose of the land to the trustee of the Toa Rangatira Trust, if:

6.28.1 the land is general RFR land that, before the settlement date:

- (a) was early RFR NZTA land; and
- (b) did not become subject to a contract for disposal under clause 6.36; and

6.28.2 the offer to that trustee was, before the settlement date:

- (a) made in accordance with clauses 6.29 and 6.30; and
- (b) made on terms that were the same as, or more favourable to the trustees than, the terms of the disposal to the person referred to in clause 6.26; and
- (c) not withdrawn under clause 6.33; and
- (d) not accepted under clause 6.34 and 6.35.

Trustee's right of first refusal

Requirements for offer

6.29 An offer by the Crown to dispose of early RFR NZTA land to the trustee of the Toa Rangatira Trust must be made by notice to the trustee of the Toa Rangatira Trust.

6.30 The notice must include:

- 6.30.1 the terms of the offer, including its expiry date; and
- 6.30.2 a legal description of the land (including any interests affecting it) and the reference for any computer register that contains the land; and
- 6.30.3 a street address for the land (if applicable); and
- 6.30.4 a street address, postal address, and fax number for the trustee to give notices to the Crown in relation to the offer; and
- 6.30.5 a statement that the land is early RFR NZTA land.

Expiry date of offer

6.31 Subject to clause 6.32 the expiry date of an offer must be on or after the 20th business day after the day on which the trustee of the Toa Rangatira Trust receives notice of the offer.

6.32 The expiry date of an offer may be on or after the 10th business day after the day on which the trustee receives notice of the offer if:

- 6.32.1 the trustee received an earlier offer to dispose of the land; and
- 6.32.2 the expiry date of the earlier offer was no earlier than six months before the expiry date of the later offer; and

6: FINANCIAL AND COMMERCIAL REDRESS

6.32.3 the earlier offer was not withdrawn.

Withdrawal of offer

6.33 The Crown may, by notice to the trustee of the Toa Rangatira Trust, withdraw an offer at any time before it is accepted.

Acceptance of offer

6.34 The trustee of the Toa Rangatira Trust may, by notice to the Crown, accept an offer if:

6.34.1 it has not been withdrawn; and

6.34.2 its expiry date has not passed.

6.35 The trustee of the Toa Rangatira Trust must accept all the early RFR NZTA land offered, unless the offer permits the trustee to accept less.

Formation of contract

6.36 If the trustee of the Toa Rangatira Trust accepts, under clause 6.34, an offer by the Crown to dispose of early RFR NZTA land, a contract for the disposal of the land is formed between the Crown and the trustee on the terms in the offer, including the terms set out in clauses 6.37 to 6.41.

6.37 The terms of the contract may be varied by written agreement between the Crown and the trustee.

6.38 Under the contract, the trustee may nominate any person other than the trustee who is lawfully able to hold the early RFR NZTA land (the **nominee**) to receive the transfer of the land.

6.39 The trustee may nominate a nominee only by giving notice to the Crown on or before the day that is 10 business days before the day on which the transfer is to settle.

6.40 The notice must specify:

6.40.1 the full name of the nominee; and

6.40.2 any other details about the nominee that the Crown needs in order to transfer the early RFR NZTA land to the nominee.

6.41 If the trustee nominates a nominee, the trustee remains liable for the obligations of the transferee under the contract.

Notice to trustee of disposals of early RFR NZTA land

6.42 NZTA must give the trustee of the Toa Rangatira Trust notice of a disposal under clause 6.26.2 or clause 6.27 of early RFR NZTA land by NZTA to any other person other than the trustee of the Toa Rangatira Trust or its nominee.

6.43 The notice must be given on or before the day that is 20 business days before the day of the disposal.

6: FINANCIAL AND COMMERCIAL REDRESS

6.44 The notice must:

- 6.44.1 specify the legal description of the land (including any interests affecting it) and identify any computer register that contains the land;
- 6.44.2 specify a street address for the land (if applicable);
- 6.44.3 identify the person to whom the land is being disposed of;
- 6.44.4 explain how the disposal complies with clause 6.26; and
- 6.44.5 if the disposal is being made under clause 6.27, include a copy of the written contract for disposal.

Waiver and variation

- 6.45 The trustee of the Toa Rangatira Trust may, by notice to the Crown, waive any of the rights the trustee has in relation to the Crown under clauses 6.24 to 6.47.
- 6.46 The trustee of the Toa Rangatira Trust and the Crown may agree in writing to vary or waive any of the rights each has in relation to the other under clauses 6.24 to 6.47.
- 6.47 A waiver or an agreement under this section is on the terms, and applies for the period, specified in it.

RIGHT OF FIRST REFUSAL OVER GENERAL RFR LAND

6.48 In this deed, **general RFR land** means:

- 6.48.1 land described in the general RFR land schedule in part 4 of the attachments if, on the settlement date, the land is:
 - (i) vested in the Crown; or
 - (ii) held in fee simple by the Crown or a Crown body; or
 - (iii) a reserve vested in an administering body that derived title to the reserve from the Crown; and
- 6.48.2 land in Wellington City (excluding the CBD) that:
 - (iv) was acquired by the Crown or the NZTA in the period starting on the day after the date of this deed and ending on the settlement date; and
 - (v) is, on the settlement date:
 - (A) vested in the Crown; or
 - (B) held in fee simple by the Crown or the NZTA; and
- 6.48.3 land in Wellington City (excluding the CBD) that is acquired by the Crown in the period starting on the day after the settlement date and ending on the day that is 4 years after the settlement date; and

6: FINANCIAL AND COMMERCIAL REDRESS

6.48.4 land in Wellington City (excluding the CBD) that is acquired by the NZTA, or is acquired by the Crown to be administered by the NZTA, in the period starting on the day after the settlement date and ending on 2 September 2019; but

6.48.5 excludes early RFR NZTA land in respect of which a contract for disposal of that land has been formed under clause 6.36.

6.49 The governance entity is to have a right of first refusal in relation to a disposal by the Crown or a Crown body of the general RFR land.

6.50 The right of first refusal set out in clause 6.49 is to be on the terms provided by sections 176 to 209 of the draft settlement bill and in particular will apply:

6.50.1 for a term of 169 years from the settlement date; and

6.50.2 only if the general RFR land is not being disposed of in the circumstances provided by sections 187 to 195 of the draft settlement bill.

RIGHT OF FIRST REFUSAL OVER DEFERRED SELECTION RFR LAND

6.51 The governance entity is to have a right of first refusal in relation to a disposal by the Crown or a Crown body of the deferred selection RFR land.

6.52 The right of first refusal set out in clause 6.51 is to be on the terms provided by sections 176 to 209 of the draft settlement bill and in particular will apply:

6.52.1 for a term of 10 years from the settlement date; and

6.52.2 only if the deferred selection RFR land is not being disposed of in the circumstances provided by sections 187 to 195 of the draft settlement bill.

RIGHT OF FIRST REFUSAL OVER SPECIFIED AREA RFR LAND

6.53 The governance entity, in common with all the iwi with interests in Te Tau Ihu, is to have a right of first refusal in relation to a disposal by the Crown of the specified area RFR land.

6.54 The right of first refusal set out in clause 6.53 is to be on the terms provided by sections 176 to 209 of the draft settlement bill and, in particular, will apply:

6.54.1 for a term of 100 years from settlement date; and

6.54.2 only if the specified area RFR land:

(a) is vested in, or the fee simple estate in it is held by, the Crown, on the settlement date; and

(b) is not being disposed of in the circumstances provided by sections 187 to 195 of the draft settlement bill.

JOINT RIGHT OF FIRST REFUSAL OVER SPECIFIED IWI RFR LAND

6.55 The governance entity, in common with the Ngāti Rārua Settlement Trust, is to have a joint right of first refusal in relation to a disposal by the Crown of the specified iwi RFR land.

NGATI TOA RANGATIRA DEED OF SETTLEMENT

6: FINANCIAL AND COMMERCIAL REDRESS

6.56 The joint right of first refusal set out in clause 6.55:

6.56.1 is to be on the terms provided by sections 176 to 209 of the draft settlement bill and, in particular, will apply:

(a) for a term of 169 years from settlement date; and

(b) only if the specified iwi RFR land:

(i) is vested in, or the fee simple estate in it is held by, the Crown, on the settlement date; and

(ii) is not being disposed of in the circumstances provided by sections 187 to 195 of the draft settlement bill.

6.57 For the purposes of clauses 6.24 to 6.47, 6.49, 6.51, 6.53 and 6.55, the reference to governance entity shall include an entity that replaces the governance entity in accordance with the trust deed.

7 SETTLEMENT LEGISLATION, CONDITIONS AND TERMINATION

SETTLEMENT LEGISLATION

- 7.1 Within 12 months after the date of this deed, the Crown will propose a bill for introduction to the House of Representatives.
- 7.2 The bill proposed for introduction may include changes;
- 7.2.1 of a minor or technical nature; or
- 7.2.2 where clause 7.2.1 does not apply, where those changes have been agreed in writing between the governance entity and the Crown.
- 7.3 Ngati Toa Rangatira and the governance entity will support the passage through Parliament of the settlement legislation that gives effect to the Ngati Toa Rangatira deed of settlement.

SETTLEMENT CONDITIONAL

- 7.4 This deed, and the settlement, are conditional on the settlement legislation coming into force.
- 7.5 Despite clause 7.4, upon signing:
- 7.5.1 this deed is "without prejudice" until it becomes unconditional and, in particular, it may not be used as evidence in proceedings before, or presented to, a court, tribunal, or other judicial body; and
- 7.5.2 the following provisions of this deed are binding:
- (a) clause 6.2 (relating to payments to the governance entity within five business days of the date of the deed);
- (b) clauses 6.4 to 6.7, 6.9 and 6.11 of this deed (relating to commercial redress properties and commercial properties), but the transfer of a commercial redress property or a commercial property is conditional on settlement legislation coming into force;
- (c) clauses 6.24 to 6.27 and clauses 6.29 to 6.47 (relating to early RFR NZTA land);
- (d) clauses 7.3 to 7.9 (relating to settlement conditions and termination);
- (e) clauses 8.4 to 8.12 (relating to general and interpretative matters) ; and
- (f) paragraph 1.3 and parts 2 to 6 of the general matters schedule (relating to land bank arrangements, tax, notice, interpretive and miscellaneous matters).
- 7.6 Clause 7.5.1 does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed.

7: SETTLEMENT LEGISLATION, CONDITIONS AND TERMINATION

TERMINATION

- 7.7 The Crown or the governance entity may terminate this deed, by notice to the other, if:
- 7.7.1 the settlement legislation giving effect to this deed has not come into force within 30 months after the date of this deed; and
 - 7.7.2 the terminating party has given the other party at least 40 business days' notice of an intention to terminate.

ON TERMINATION

- 7.8 If this deed is terminated in accordance with its provisions, it:
- 7.8.1 (and the settlement) are at an end; and
 - 7.8.2 does not give rise to any rights or obligations; but
 - 7.8.3 remains "without prejudice".
- 7.9 The parties intend that if this deed does not become unconditional under clause 7.4:
- 7.9.1 any payments made by the Crown to the governance entity under this deed prior to the settlement date will be taken into account in relation to any future settlement of the historical claims; and
 - 7.9.2 the parties may produce this deed to any Court or tribunal considering the quantum of any redress to be provided by the Crown in relation to any future settlement of the historical claim.

8 INTEREST, GENERAL, DEFINITIONS AND INTERPRETATION

INTEREST

- 8.1 The Crown will pay the governance entity on the settlement date interest on \$50,000,000 (being the amounts referred to in clauses 6.1.1 and 6.1.2).
- 8.2 The interest payable under clause 8.1 is payable:
- 8.2.1 for the period from 11 February 2009, being the date of the letter of agreement, until 31 May 2011;
 - 8.2.2 for the period from 5 July 2012 until the day before settlement date; and
 - 8.2.3 at the rate from time to time set as the official cash rate, calculated on a daily basis but not compounding.
- 8.3 The interest is:
- 8.3.1 subject to any tax payable in relation to it; and
 - 8.3.2 payable after withholding any tax required by legislation to be withheld.

GENERAL

- 8.4 The general matters schedule includes provisions in relation to:
- 8.4.1 the effect of the settlement and its implementation;
 - 8.4.2 taxation, including indemnities from the Crown in relation to taxation;
 - 8.4.3 the giving of notice under this deed or a settlement document; and
 - 8.4.4 amending this deed.

HISTORICAL CLAIMS

- 8.5 In this deed, **historical claims**:
- 8.5.1 means every claim (whether or not the claim has arisen or been considered, researched, registered, notified, or made by or on the settlement date) that Ngati Toa Rangatira, or a representative entity, had at, or at any time before, the settlement date, or may have at any time after the settlement date, and that:
 - (a) is, or is founded on, a right arising from Te Tiriti o Waitangi or its principles; under legislation; at common law, including aboriginal title or customary law; from fiduciary duty; or otherwise; and
 - (b) arises from, or relates to, acts or omissions before 21 September 1992:
 - (i) by, or on behalf of, the Crown; or

8: INTEREST, GENERAL, DEFINITIONS AND INTERPRETATION

(ii) by or under legislation; and

8.5.2 includes every claim to the Waitangi Tribunal to which clause 8.5.1 applies that relates exclusively to Ngati Toa Rangatira or a representative entity, including the following claims:

- (a) Wai 60 - Parai Estate, Takapuwahia C2A3 Block claim;
- (b) Wai 207 - Ngati Toa Rangatira lands claim;
- (c) Wai 690 - Ngāti Tera Lands and Reserves (Porirua) claim;
- (d) Wai 722 - Takapuwahia and other Blocks (Public Works) claim; and

8.5.3 includes every other claim to the Waitangi Tribunal to which clause 8.5.1 applies, so far as it relates to Ngati Toa Rangatira or a representative entity, including the following claims:

- (a) Wai 102 - Te Runanganui o Te Tau Ihu o Te Waka a Maui Inc claim;
- (b) Wai 172 - Makara Lands claim;
- (c) Wai 437 - Koha Ora and Church Mission Society Land claim;
- (d) Wai 648 - Grace Saxon, George Heri Toms and Colonial Laws of Succession claim;
- (e) Wai 1622 - Ngati Toa Rangatira (Taueki) claim;
- (f) Wai 1624 - Ngāti Toarangatira (Matenga) claim;
- (g) Wai 1626 - Descendants of Hoani Te Puna/Rangiriri Taipua claim; and
- (h) Wai 2361 - The Kapiti and Motungararo Islands (Webber) claim.

8.6 However, **historical claims** does not include the following claims:

8.6.1 a claim that a member of Ngati Toa Rangatira, or a whanau, hapu, or group referred to in clause 8.9.1(c), may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not referred to in clause 8.8; and/or

8.6.2 a claim that a representative entity may have to the extent the claim is, or is founded, on a claim referred to in clause 8.6.1.

8.7 To avoid doubt, clause 8.5.1 is not limited by clauses 8.5.2 or 8.5.3.

NGATI TOA RANGATIRA

8.8 In this deed **Ngati Toa Rangatira** means:

8.8.1 the collective group composed of individual descendants of:

- (a) Toa Rangatira; and

8: INTEREST, GENERAL, DEFINITIONS AND INTERPRETATION

- (b) any other recognised ancestor of Ngati Toa Rangatira who migrated permanently to the Ngati Toa Rangatira area of interest in the nineteenth century and who exercised customary rights predominantly within the area of interest; and
- 8.8.2 any whanau, hapu, or group to the extent that it is composed of the individuals referred to in clause 8.8.1; and
- 8.8.3 every individual referred to in clause 8.8.1.
- 8.9 For the purposes of clause 8.8.1, a **descendant** may be descended by:
 - 8.9.1 birth; or
 - 8.9.2 legal adoption; or
 - 8.9.3 Maori customary adoption in accordance with Ngati Toa Rangatira's tikanga (customary values and practices).

MANDATED SIGNATORIES

- 8.10 In this deed:
 - 8.10.1 **mandated signatories** means the following individuals:
 - (a) **Matiu Rei**, Wellington, Executive Director and Chief Treaty Claims Negotiator - Te Runanga o Toa Rangatira Inc;
 - (b) **Tiratu Williams**, Porirua, Treaty Claims Negotiator - Te Runanga o Toa Rangatira Inc;
 - (c) **Ngarongo Iwikatea Nicholson**, Levin, Treaty Claims Negotiator - Te Runanga o Toa Rangatira Inc.;
 - (d) **Te Taku Parai**, Porirua, Chairman - Te Runanga o Toa Rangatira Inc.;
 - (e) **Miria Pomare**, Ahipara, Treaty Claims Negotiator - Te Runanga o Toa Rangatira Inc.;
 - (f) **Robert Solomon**, Porirua, Retired; and
 - (g) **Riki Wineera**, Porirua, Retired.

ADDITIONAL DEFINITIONS

- 8.11 The definitions in part 5 of the general matters schedule apply to this deed.

INTERPRETATION

- 8.12 The provisions in part 6 of the general matters schedule apply in the interpretation of this deed.

SIGNED as a deed on 7 December 2012

SIGNED for and on behalf of
NGATI TOA RANGATIRA by the mandated
signatories in the presence of:

T.S. Johnson
Signature of Witness

Tahua Solomon
Witness Name

Seaman
Occupation

RD 1 Rakantara kairoua
Address

Tuwahedi Wineera J1

[Signature]
Tūpū Wineera
Matai Hōkupu Wineera
Mathias Solomon

[Signature]
[Signature]

Myratoinera
[Signature]
Karewa Williams
Etih Wineera Hippolite

[Signature]
Auringa Rene
[Signature]
Karewa Parai

[Signature]
Matiu Rei, Wellington, Executive
Director and Chief Treaty Claims
Negotiator - Te Runanga o Toa
Rangatira Inc

[Signature]
Tiratu Williams, Porirua, Treaty
Claims Negotiator - Te Runanga o
Toa Rangatira
Inc

[Signature]
Ngarongo Iwikatea Nicholson,
Levin, Treaty Claims Negotiator - Te
Runanga o Toa Rangatira Inc

[Signature]
Te Taku Parai, Porirua, Chairman -
Te Runanga o Toa Rangatira Inc

[Signature]
Miria Pomare, Ahipara, Treaty
Claims Negotiator - Te Runanga o
Toa Rangatira Inc

[Signature]
Robert Solomon, Porirua, Retired

[Signature]
Riki Wineera, Porirua, Retired

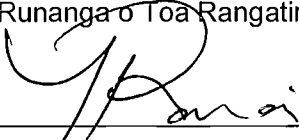
[Signature]

[Signature]
Koranga Metekinga
Ripia Kumu
Jane Edwards

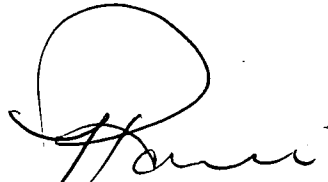
[Signature]
Dunstan

SIGNED for and on behalf of
the trustee of the **TOA
RANGATIRA TRUST**
by affixing its **COMMON SEAL**
in the presence of:

Matiu Rei, Wellington,
Executive Director and Chief
Treaty Claims Negotiator - Te
Runanga o Toa Rangatira Inc

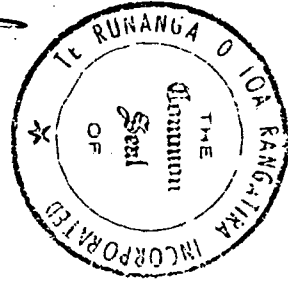


Signature

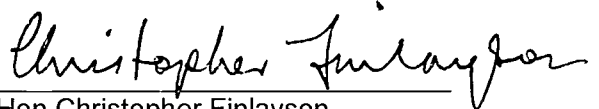


Signature

Te Taku Parai, Porirua,
Chairman - Te Runanga o Toa
Rangatira Inc



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



Hon Christopher Finlayson

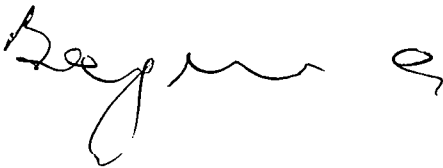


Signature of Witness

Witness Name: *Tasiana Tuia*

Occupation: *MP for Te Taihauau*

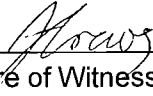
Address: *Whanganui*



SIGNED for and on behalf of **THE CROWN** by the Minister of Finance only in relation to the indemnities given in Part 2 (Tax) of the General Matters Schedule of this Deed in the presence of:



Hon Simon William English



Signature of Witness

Witness Name: Andrew Craig

Occupation: Economic Advisor

Address: 2/68 Owen St
Wellington

Other witnesses / members of Ngati Toa Rangatira who support the settlement

Mfana Mererora - Milla Sims

Demetrius Solomon Berr.

Te Rerehua Parai Nicholas

Hera Titahi Paata Noble

Maria Noble.

James Thomas.

Cathryn Coleman

Henri Rei

Arita Coburn.

Venus Hine tautape Thompson

WALTER WAKA TE TAU IHU.

Maie Oaka

Kita Hamerwood

~~Ed M~~

Lin Hone

Lyn White

Paula Hone

Wendy Kopara.

Other witnesses / members of Ngati Toa Rangatira who support the settlement

Neilson Solomon
Wairakaipani Y Solomon
~~James~~
Janet Arthur
Solomon
H. Thompson
ASHER REI
M. I. W.
Jaanai Rei
Alma Rei
Karen Ridgwell
Suzil Rei
Alan Rei
Charlie Rei
M. I. W.
Josh Rei
Teira Rei
Kevin Rei
Reina Solomon

Other witnesses / members of Ngati Toa Rangatira who support the settlement

Pammi Rei
Hunhia Mihipeka Parai
Dasi Winaera

Eavria
Maitiwhiri

F.M.W.

Gracie

~~Mauihi Jirani~~

Ameraima Julea Kura

Will's Katene

Hinekura Wiriata

Kelsea Elkington

Ian Levi Ware

Julie Salmon

Ella-Jess Ware

Iwi-A

Melody Salmon

Jershon Elkington
Klein Salmon

Jovan Kingi

Other witnesses / members of Ngati Toa Rangatira who support the settlement

Shariene Maate-Davis

Ria Te Uira Maate-Davis

Sonya Davis ~~Sam~~

~~Glenn Walker~~

Glenn Walker ~~b~~

~~Alison~~

Lisa Marie Macey Te Kahu

Rangi Pirani ~~Glenn~~

~~Frigitte Salzman~~

~~Alison~~

Reikorangi

Jarah Parai-Karepa

~~Tainui Salzman~~

~~Murcia Rolensa~~

Moana Parata

Jayne Tawhi - Anopiu ~~Alison~~

Mushon Nohomaitawhi Duncan

Kelly Mura Teiri

Puhi Nuker

Other witnesses / members of Ngati Toa Rangatira who support the settlement

Pania Rei

Pania Selomo

Misty Rei

Ngairo Kahutata ra Ru

Tiemi Teau-Ropata

KERI WILLIAM HARLEY SOLOMON / KERE REI

Rawiri Ropata

Dennis McBride

Nathan Zachary Rei

Kahutata ra Puhinahine moeroa Teau Ropata

ASTLEY IGH HINERANGI SAGAR

Te Poho Katene

Māui Te Rangiawhata Katene.

ESTEVEDAN SOOIALO

TRISTON SOOIALO

MARIA MCBRIDE

Other witnesses / members of Ngati Toa Rangatira who support the settlement

Te Kahu o te rangi Ropata.

Te Waimatao Ropata

NOHOMUA TE HOUNAKU ROPATA.

Jason Edward Walter Ropata .

Tuteremana Ropata

Kakati Royal

Eruera Parata

Marino Jenkins

Ami Parata.

Duncan Ashton

Adyn Winiere.

Sarah Pama

MATA Parai .

ELSIE REI

Terewai Rei Elkington ✓

Tylar Metekingi

Siah Metekingi

Tatana Parai

Jared Fermanis.

William Fermanis

Other witnesses / members of Ngati Toa Rangatira who support the settlement

Te Rau Paraha Horomona

Mark Arava Solomon

Patricia McSickle

Maria Renee

Mumana Bullard (Kei)

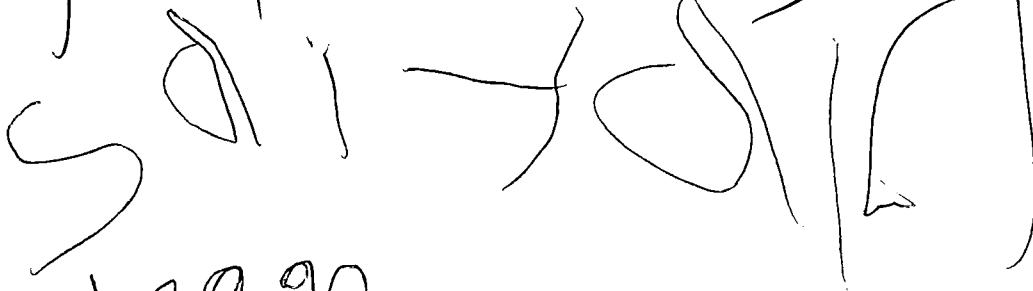
Uraiki Mylana (Kei)

Jay Elkington

Caroline Elkington

Drea Parai-Tupene

Rhylee Parai-Karepa.



Logan

Cherie Parai

Tanga Parai-Karepa.

~~Hinema-Matangi~~

~~Paul Matangi~~

Le Oti Katene

Other witnesses / members of Ngati Toa Rangatira who support the settlement

TAPUA METS

Ezra Meteking (Metekoz)

Shane Metekingi smeteh

BRONTE Metekingi

Kaya Katene

Sheauepaewa Simone

TOA WELINA Sagar

Eden Metekingi

Mykie Coen

Mykie Sagar

Grace Katene

Gabriella Kelly

Bronte Tuffery

Emile Kelly

Lucca Tuffery

Te Kaha Solomon - much

Paul Te Araroa Emile Kelly
Sterling Tucker

Kaleb Metekingi

Regan Davies

Other witnesses / members of Ngati Toa Rangatira who support the settlement

Kobe Tucker

Karlee Selwyn

Ysaan Tucker

~~Michelle Tupaea~~

Michelle Tupaea

IAN WARE

Michelle Minima Harper

Tiara Miller

Kade Christopher Kopata Pupuke Perrot

Keanu Pihema

Taylor-rei

Jessie Ngatai

Moretokoare Hawthorne

BOB DUNN

MURRAY HARTLEY

William Grace

Lynn Selwyn

Rangiriri Kōhe

Waka Tawai Tarcei

Affidavit

Takapuwahia Pa Boyz

Rikihua Shaw Carkeek

Riria Tekahurangi Purata

Tehukarere Hall

Other witnesses / members of Ngati Toa Rangatira who support the settlement

Annie Kayy

Ranui Isaacs

Herani Elkington

Raelinda (Itemi) Fermanis

~~M. Fermanis~~ T.J Fermanis.



CALEB TE TAKU WARE.

~~Signature~~

Randall Bishop

~~Signature~~

Ross Taurima

x Te Amo Taurima

~~Signature~~ George Fermanis

~~Signature~~ Evan

Petri Meada.

~~Signature~~

Miriam Te Pareake

Tangy Te Uira Ben

Brenda Rei

Ariki Rei

Usa Collins

Tekaha Wa.

~~Signature~~

Raelyn Klemmer

Other witnesses / members of Ngati Toa Rangatira who support the settlement

Mohapa Potini - Horomona

Raylene Bishop teina Kingi

Martin Solomon

Helen Parata

J. Rana -
Jaron H

Marava R 9 W O N I I
Te Rakaherea Porewe.

Herani Rangiruruku Ware (Parai)

Maraea Jenti

Raweneho Jigod (nee Ellington)

Ngapera Hiffelite

White Wharau (Te Maru Hanga)

H. NOBLE (PARATA)

Mike CLAMP (PARATA)

Ngawai Webber

Evan Hippolite

Jeanette Grace

Gray Williams Teacher

in
the
front

KY Moore.

NGATI TOA RANGATIRA

and

TRUSTEE OF THE TOA RANGATIRA TRUST

and

THE CROWN

**DEED OF SETTLEMENT SCHEDULE:
GENERAL MATTERS**

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1 EFFECT OF SETTLEMENT

IMPLEMENTATION

- 1.1 The governance entity must use best endeavours to ensure that every historical claim proceeding is discontinued:
 - 1.1.1 by the settlement date; or
 - 1.1.2 if not by the settlement date, as soon as practicable afterwards.
- 1.2 The Crown may, after the settlement date, do all or any of the following:
 - 1.2.1 advise the Waitangi Tribunal (or any other tribunal, court, or judicial body) of the settlement;
 - 1.2.2 request the Waitangi Tribunal to amend its register of claims, and adapt its procedures, to reflect the settlement; and
 - 1.2.3 from time to time propose for introduction to the House of Representatives a bill or bills for either or both of the following purposes:
 - (a) terminating an historical claim proceedings;
 - (b) giving further effect to this deed, including achieving:
 - (i) certainty in relation to a party's rights and/or obligations; and/or
 - (ii) a final and durable settlement.
- 1.3 Except to the extent necessary to comply with its obligations under this deed, the Crown may cease any land bank arrangement in relation to Ngati Toa Rangatira or a representative entity. The purpose of this clause is to enable from the date of this deed:
 - 1.3.1 the Crown to release to the governance entity, the land bank properties subject to this deed should the governance entity express an interest in purchasing a landbanked property before the settlement date; and
 - 1.3.2 the Crown to cease landbanking any further properties in relation to Ngati Toa Rangatira or a representative entity.
- 1.4 Ngati Toa Rangatira and every representative entity must:
 - 1.4.1 support a bill referred to in paragraph 1.2.3; and
 - 1.4.2 not object to a bill removing resumptive memorials from any computer register.

2 TAX

2.1 The parties agree that:

2.1.1 the payment, credit, or transfer of redress by the Crown to the governance entity is made as redress to settle the historical claims and is not intended to be, or to give rise to:

- (a) a taxable supply for GST purposes; or
- (b) assessable income for income tax purposes; and

2.1.2 neither the governance entity, nor any person associated with the governance entity, will claim an input credit (for GST purposes) or a deduction (for income tax purposes) with reference to the payment, credit, or transfer by the Crown of redress; and

2.1.3 the transfer of:

- (a) each commercial property;
- (b) each deferred selection property;
- (c) the improvements;
- (d) early RFR NZTA land;
- (e) general RFR land;
- (f) the deferred selection RFR land;
- (g) specified area RFR land; and
- (h) specified iwi RFR land;

in accordance with the terms of this deed is a taxable supply for GST purposes and furthermore neither the exercise by the governance entity of rights to acquire such properties (to the extent such rights apply) nor the acquisition of such properties by the governance entity is subject to indemnification for tax by the Crown under this deed; and

2.1.4 any interest paid by the Crown to the governance entity (including amounts that are referred to in clause 8.1 of the deed) is subject to normal taxation treatment under the relevant legislation and the receipt or payment of such amounts is not subject to indemnification for tax by the Crown under this deed; and

2.1.5 the tax indemnities do not apply to any amounts paid or distributed to the governance entity under clauses 6.18 and 6.23 of the deed in relation to the Te Tau Ihu licensed land and/or the licensed land properties, including accumulated rentals and interest on accumulated rentals; and

NGATI TOA RANGATIRA DEED OF SETTLEMENT
GENERAL MATTERS SCHEDULE

2: TAX

- 2.1.6 any indemnity payment by the Crown to the governance entity is not intended to be, or to give rise to:
- (a) a taxable supply for GST purposes; or
 - (b) assessable income for income tax purposes; and
- 2.1.7 the governance entity is or will be (at all applicable times) a registered person for GST purposes (except if the governance entity is not carrying on a taxable activity as defined by the Goods and Services Tax Act 1985); and
- 2.1.8 for purposes of the Income Tax Act 2007, the governance entity is the only entity that is contemplated by this deed as performing the functions of the type described in sections HF 2(2)(d)(i) and HF 2(3)(e)(i) of that Act.

ACKNOWLEDGEMENTS

2.2 To avoid doubt, the parties acknowledge:

- 2.2.1 that the tax indemnities given by the Crown in this part, and the principles and acknowledgements in paragraphs 2.1 and 2.2:
- (a) apply only to the receipt by the governance entity of redress and indemnity payments; and
 - (b) do not apply to a subsequent dealing, distribution, payment, use, or application by the governance entity, or any other person, with or of redress or an indemnity payment; and
- 2.2.2 each obligation to be performed by the Crown in favour of the governance entity under this deed is performed as redress and without charge to, or consideration to be provided by, the governance entity or any other person; and
- 2.2.3 paragraph 2.2.2 does not:
- (a) extend to an obligation of the Crown in respect of the commercial properties, deferred selection properties, the improvements, early RFR NZTA land, the general RFR land, the deferred selection RFR land, the specified area RFR land, or the specified iwi RFR land; and
 - (b) affect an obligation of the governance entity to pay the purchase price relating to a commercial property, deferred selection property, the improvements, the early RFR NZTA land, the general RFR land, the deferred selection RFR land, the specified area RFR land, or the specified iwi RFR land; and
- 2.2.4 without limiting paragraph 2.2.2, the agreement under this deed to enter into, the entry into, granting or performance of, a covenant, easement, lease, licence, or other right or obligation in relation to redress is not consideration (for GST or any other purpose) for the transfer of the redress by the Crown to the governance entity; and

2: TAX

2.2.5 without limiting paragraph 2.2.2 the payment of amounts, and the bearing of costs from time to time, by the governance entity in relation to any redress (including:

- (a) rates, charges, and fees; or
- (b) the whole or a portion of outgoings and incomings; or
- (c) maintenance, repair, or upgrade costs and rubbish, pest and weed control costs);

is not consideration for the transfer of that redress for GST or any other purpose; and (without limiting paragraph 2.2.1), the payment of those amounts and the bearing of those costs is not subject to indemnification for tax by the Crown under this deed.

ACT CONSISTENT WITH TAX PRINCIPLES

2.3 Neither the governance entity, nor a person associated with the governance entity, nor the Crown will act in a manner that is inconsistent with the principles or acknowledgements set out in paragraphs 2.1 and 2.2.

MATTERS NOT TO BE IMPLIED FROM TAX PRINCIPLES

2.4 Nothing in paragraph 2.1 is intended to suggest or imply that the payment, credit, or transfer of redress, or an indemnity payment, by the Crown to the governance entity is chargeable with GST.

INDEMNITY FOR GST IN RESPECT OF REDRESS AND INDEMNITY PAYMENTS

Redress provided exclusive of GST

2.5 If and to the extent that:

2.5.1 the payment, credit, or transfer of redress; or

2.5.2 an indemnity payment;

by the Crown to the governance entity is chargeable with GST, the Crown must, in addition to the payment, credit, or transfer of redress or the indemnity payment, pay the governance entity the amount of GST payable in respect of the redress or the indemnity payment.

Indemnification

2.6 If and to the extent that:

2.6.1 the payment, credit, or transfer of redress; or

2.6.2 an indemnity payment;

by the Crown to the governance entity is chargeable with GST, and the Crown does not pay the governance entity an additional amount equal to that GST at the time the redress is paid, credited, or transferred and/or the indemnity payment is made, the Crown will, on demand in writing, indemnify the governance entity for that GST.

2: TAX

INDEMNITY FOR INCOME TAX IN RESPECT OF REDRESS AND INDEMNITY PAYMENTS

2.7 The Crown agrees to indemnify the governance entity, on demand in writing, against any income tax that the governance entity is liable to pay if and to the extent that receipt of:

2.7.1 the payment, credit, or transfer of redress; or

2.7.2 an indemnity payment;

from the Crown is treated as, or as giving rise to, assessable income of the governance entity for income tax purposes.

DEMANDS FOR INDEMNIFICATION

Notification of indemnification event

2.8 Each of:

2.8.1 the governance entity; and

2.8.2 the Crown;

agrees to give notice to the other as soon as reasonably possible after becoming aware of an event or occurrence in respect of which the governance entity is or may be entitled to be indemnified by the Crown for or in respect of tax under this part.

How demands are made

2.9 Demands for indemnification for tax by the governance entity in accordance with this part must be made by the governance entity in accordance with the provisions of paragraph 2.10 and may be made at any time, and from time to time, after the settlement date.

When demands are to be made

2.10 Except:

2.10.1 with the written agreement of the Crown; or

2.10.2 if this deed provides otherwise;

no demand for payment by way of indemnification for tax under this part may be made by the governance entity more than 20 business days before the due date for payment by the governance entity of the applicable tax (whether such date is specified in an assessment, is a date for the payment of provisional tax, or otherwise).

Evidence to accompany demand

2.11 Without limiting paragraph 2.8, a demand for indemnification by the governance entity under this part must be accompanied by:

2.11.1 appropriate evidence (which may be notice of proposed adjustment, assessment, or any other evidence which is reasonably satisfactory to the Crown) setting out with reasonable detail the amount of the loss, cost, expense, liability or tax that the 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

2: TAX

2.11.2 where the demand is for indemnification for GST, if the Crown requires, an appropriate GST tax invoice.

Repayment of amount on account of tax

2.12 If payment is made by the Crown on account of tax to the governance entity or the Commissioner of Inland Revenue (for the account of the governance entity) and it is 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 the governance entity:

2.12.1 has retained the payment (which, to avoid doubt, includes a situation where the governance entity has not transferred the payment to the Inland Revenue Department but has instead paid, applied, or transferred the whole or any part of the payment to any other person or persons); or

2.12.2 has been refunded the amount of the payment by the Inland Revenue Department; or

2.12.3 has had the amount of the payment credited or applied to its account with the Inland Revenue Department;

the governance entity must repay the applicable amount to the Crown free of any set-off or counterclaim.

Payment of amount on account of tax

2.13 The governance entity must pay to the Inland Revenue Department any payment made by the Crown to the governance entity on account of tax, on the later of:

2.13.1 the "due date" for payment of that amount to the Inland Revenue Department under the applicable tax legislation; or

2.13.2 the next business day following receipt by the governance entity of that payment from the Crown.

Payment of costs

2.14 The Crown will indemnify the governance entity against any reasonable costs incurred by the governance entity for actions undertaken by the governance entity, at the Crown's direction, in connection with:

2.14.1 any demand for indemnification of the governance entity under or for the purposes of this part; and

2.14.2 any steps or actions taken by the governance entity in accordance with the Crown's requirements under paragraph 2.15.

DIRECT PAYMENT OF TAX: CONTROL OF DISPUTES

2.15 Where any liability arises to the Crown under this part, the following provisions also apply:

2.15.1 if the Crown so requires and gives the governance entity notice of that requirement, the Crown may, instead of payment of 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 the governance entity); and

2.15.2 subject to the 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 may, by notice to the governance entity, require the governance entity to:

- (a) take into account any right permitted by any relevant law to defer the payment of any tax; and/or
- (b) 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

2.15.3 the Crown reserves the right to:

- (a) nominate and instruct counsel on behalf of the governance entity whenever it exercises its rights under paragraph 2.15.2; and
- (b) recover from the Commissioner of Inland Revenue the amount of any tax paid and subsequently held to be refundable.

RULINGS, APPLICATIONS

2.16 If the Crown requires, the governance entity will consult, and/or collaborate, with the Crown in the Crown's preparation (for the Crown, the governance entity and/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, credit, or transfer of redress.

DEFINITIONS AND INTERPRETATION

2.17 In this part, unless the context requires otherwise:

assessable income has the meaning given to that term in section YA 1 of the Income Tax Act 2007;

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

indemnity payment means any indemnity payment made by the Crown under or for the purposes of this part, and indemnify, indemnification and indemnity have a corresponding meaning;

NGATI TOA RANGATIRA DEED OF SETTLEMENT
GENERAL MATTERS SCHEDULE

2: TAX

payment includes the transfer or making available of cash amounts as well as to the transfer of non cash amounts (such as land); and

transfer 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 recognised as being available, to the governance entity.

- 2.18 In the interpretation of this part 2, a reference to the payment, credit, transfer, or receipt of the redress (or any equivalent wording) includes a reference to the payment, credit, transfer, or receipt of any part (or the applicable part) of the redress.

3 NOTICE

APPLICATION

3.1 Unless otherwise provided in this deed, or a settlement document, this part applies to notices under this deed or a settlement document.

REQUIREMENTS

3.2 A notice must be:

3.2.1 in writing; and

3.2.2 signed by the person giving it (but, if the governance entity is giving the notice, it is effective if the trustee signs it); and

3.2.3 addressed to the recipient at its address or facsimile number as provided:

(a) in paragraph 3.5; or

(b) if the recipient has given notice of a new address or facsimile number in the most recent notice of a change of address or facsimile number; and

3.2.4 given by:

(a) personal delivery (including by courier) to the recipient's street address;

(b) sending it by pre-paid post addressed to the recipient's postal address; or

(c) faxing it to the recipient's facsimile number.

TIMING

3.3 A notice is to be treated as having been received:

3.3.1 at the time of delivery, if personally delivered;

3.3.2 on the second day after posting, if posted; or

3.3.3 at the time of transmission, if faxed.

3.4 However, where paragraph 3.3 would result in a notice being received:

3.4.1 after 5pm on a business day; or

3.4.2 on a non-business day,

the notice will instead be treated as having been received on the next business day.

3: NOTICE

ADDRESSES

3.5 The address of:

3.5.1 Ngati Toa Rangatira and the governance entity is:

26 Ngati Toa Street
Takapuwahia
P O Box 50079
Porirua

Facsimile No. 04 2384701

3.5.2 the Crown is:

C/- The Solicitor-General
Crown Law Office
Level 10
Unisys House
56 The Terrace
PO Box 2858
Wellington

Facsimile No. 04 473 3482

4 MISCELLANEOUS

AMENDMENTS

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

ENTIRE AGREEMENT

- 4.2 This deed, and each of the settlement documents, in relation to the matters in it:
- 4.2.1 constitutes the entire agreement; and
 - 4.2.2 supersedes all earlier representations, understandings, and agreements.

NO ASSIGNMENT OR WAIVER

- 4.3 Paragraph 4.4 applies to rights and obligations under this deed or a settlement document.
- 4.4 Except as provided in this deed or a settlement document, a party:
- 4.4.1 may not transfer or assign its rights or obligations; and
 - 4.4.2 does not waive a right by:
 - (a) failing to exercise it; or
 - (b) delaying in exercising it; and
 - 4.4.3 is not precluded by a single or partial exercise of a right from exercising:
 - (a) that right again; or
 - (b) another right.

USE OF DEFINED TERM FOR OFFICIAL GEOGRAPHIC NAME

- 4.5 Each of the following defined terms is not the official name of the geographic feature or Crown protected area to which it relates:
- 4.5.1 Pelorus Bridge;
 - 4.5.2 Waikutakuta / Robin Hood Bay;
 - 4.5.3 Te Mana a Kupe;
 - 4.5.4 Onehunga Bay;
 - 4.5.5 Te Onepoto Bay;
 - 4.5.6 Pukatea / Whites Bay;

NGATI TOA RANGATIRA DEED OF SETTLEMENT
GENERAL MATTERS SCHEDULE

4: MISCELLANEOUS

- 4.5.7 Horahora-kākahu;
- 4.5.8 Tokomaru / Mount Robertson; and
- 4.5.9 Whitireia urupa.

5 DEFINED TERMS

5.1 In this deed:

accumulated rentals means the rental proceeds which have accumulated since the commencement of the Crown forestry licence for the Te Tau Ihu licensed land;

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

area of interest means the area identified as the area of interest in part 1 of the attachments;

attachments means the attachments to this deed, being the area of interest, the deed plans, the licensed land property, general RFR land and early RFR NZTA land, the specified iwi RFR land, the draft settlement bill and the draft Haka Ka Mate Attribution Bill;

available financial redress amount means an amount equal to:

- (a) the financial and commercial redress amount of \$40,000,000; plus
- (b) the amount of \$10,000,000 referred to in clause 6.1.2;

less:

- (a) the total transfer value of the licensed land properties being transferred on the settlement date, being \$24,000,000; and
- (b) the total transfer values of any commercial redress properties.

business day means a day that is not:

- (a) a Saturday or a Sunday; or
- (b) Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign's Birthday, or Labour Day; or
- (c) a day in the period commencing with 25 December in any year and ending with 15 January in the following year; and
- (d) a day that is observed as the anniversary of the province of:
 - (i) Wellington;
 - (ii) Nelson; or
 - (iii) Marlborough;

NGATI TOA RANGATIRA DEED OF SETTLEMENT
GENERAL MATTERS SCHEDULE

5: DEFINED TERMS

campground improvements means all those buildings, structures, cabins, equipment, and tanks located in or on the campground site from time to time but excluding fixed infrastructure and facilities such as roading, sewage/drainage pipelines, water systems and cabling;

coastal marine area has the meaning given to it by section 2 of the Resource Management Act 1991;

commercial redress property means:

- (a) each licensed land property;
- (b) each property listed in the table 1 and table 2 of part 8 of the property redress schedule and to which paragraph 6.7 of the property redress schedule applies; and
- (c) the commercial redress property for no consideration;

commercial redress property for no consideration means the property described in table 3 of part 8 of the property redress schedule and includes all improvements located on that land;

commitment period means the period commencing on the day after the date of this deed and ending on the day that is the earlier of:

- (a) 12 months after the date of this deed; or
- (b) the day before the settlement date;

commercial property means a property to which paragraph 6.9 of the property redress schedule applies;

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

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

consent authority has the meaning given to it by section 2(1) of the Resource Management Act 1991;

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

conservation board means a board established under section 6L of the Conservation Act 1987;

conservation land means land that is:

- (a) vested in the Crown or held in fee simple by the Crown; and
- (b) held, managed or administered by the Department of Conservation under the conservation legislation;

Crown has the meaning given to it by section 2(1) of the Public Finance Act 1989;

NGATI TOA RANGATIRA DEED OF SETTLEMENT
GENERAL MATTERS SCHEDULE

5: DEFINED TERMS

Crown body has the meaning given to it by section 12 of the draft settlement bill;

Crown forest land has the meaning given to it by section 2(1) of the Crown Forest Assets Act 1989;

Crown forestry licence:

- (a) has the meaning given to it by section 2(1) of the Crown Forest Assets Act 1989; and
- (b) in relation to a licensed land property, means the licence described in relation to that land in part 3 of the property redress schedule;

Crown Forestry Rental Trust means the trust established by the Crown Forestry Rental Trust Deed; and

Crown Forestry Rental Trust Deed means the trust deed made on 30 April 1990 establishing the Crown Forestry Rental Trust under section 34(1) of the Crown Forest Assets Act 1989;

cultural redress means the redress provided under clauses 5.1 to 5.115 and the settlement legislation giving effect to any of those clauses;

cultural redress property means each property described in schedule 3 of the draft settlement bill;

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

deed of recognition means each deed of recognition in the documents schedule;

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

deferred selection period means the time period commencing from the settlement date, within which the governance entity may exercise its right of deferred selection in relation to each deferred selection property specified for each property under the heading "Deferred selection period" in the tables set out in part 8 of the property redress schedule;

deferred selection property means each property described in clause 6.10 of the deed;

deferred selection RFR land means the leaseback properties set out in table one in part 8 of the property redress schedule and not selected by the governance entity in accordance with paragraph 6.6 of the property redress schedule for transfer as a commercial redress property or a commercial property;

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

disclosure information means the information, in relation to:

- (a) each cultural redress property, provided by letter from the Office of Treaty Settlements between August 2009 and September 2011 to Te Runanga;

NGATI TOA RANGATIRA DEED OF SETTLEMENT
GENERAL MATTERS SCHEDULE

5: DEFINED TERMS

- (b) the licensed land properties, provided by letter from the land holding agency in June 2009 to Te Runanga; and
- (c) each commercial redress property, commercial property or deferred selection property, provided by the Crown under paragraph 4.12 or paragraph 4.40 of the property redress schedule;
- (d) the improvements, given by the Crown about the improvements referred to in paragraph 4.12 or paragraph 4.40 of the property redress schedule;

documents schedule means the documents schedule to this deed of settlement;

draft settlement bill means the draft settlement bill in the attachments;

early RFR NZTA land has the meaning given to it in clause 6.24.2;

eligible member of Ngati Toa Rangatira means a member of Ngati Toa Rangatira who on 4 December 2012 was:

- (a) aged 18 years or over; and
- (b) registered on the register of members of Ngati Toa Rangatira kept by Te Runanga o Toa Rangatira for the purpose of voting on:
 - (i) the ratification, and signing, of this deed; and
 - (ii) approval of the governance entity to receive the redress;

encumbrance, in relation to:

- (a) a property, means a lease, tenancy, licence, licence to occupy, easement, covenant, or other right or obligation affecting that property;
- (b) the improvements, means a lease, tenancy, licence, licence to occupy or other right of obligation affecting the improvements;

Environment Court means the court referred to in section 247 of the Resource Management Act 1991;

financial and commercial redress means:

- (a) the available financial redress amount;
- (b) the amount payable to the governance entity in accordance with clause 6.2;
- (c) any commercial redress property;
- (d) the right to purchase a commercial property (but not any commercial property);
- (e) the right to purchase a deferred selection property (but not any deferred selection property);
- (f) the right to purchase the improvements (but not the improvements);

NGATI TOA RANGATIRA DEED OF SETTLEMENT
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- (g) the right of any first refusal to purchase the deferred selection RFR land (but not any deferred selection RFR land); and
- (h) any right of first refusal to purchase general RFR land, early RFR NZTA land, the specified area RFR land or the specified iwi RFR land (but not any general RFR land, any early RFR NZTA land, any specified area RFR land or any specified iwi RFR land);

and the settlement legislation giving effect to any of those clauses;

financial and commercial redress amount means the amount referred to in clause 6.1.1 as the financial and commercial redress amount;

general matters schedule means this schedule;

general RFR land has the meaning given to it in clause 6.48 of the deed of settlement;

governance entity means the trustee for the time being of the Toa Rangatira Trust, in its capacity as trustee of the trust;

GST:

- (a) means goods and services tax chargeable under the Goods and Services Tax Act 1985; and
- (b) includes, for the purposes of part 2 of this schedule, any interest or penalty payable in respect of, or on account of, the late or non-payment of GST;

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

historical claims has the meaning given to it by clauses 8.5 to 8.7;

improvements, in relation to the Wellington Central Police Station, means all those buildings known as Wellington Central Police Station located on the corner of Victoria and Harris Streets, Wellington;

iwi with interests in Te Tau Ihu means Ngati Toa Rangatira, Ngati Apa ki te Ra To; Rangitane o Wairau, Ngati Kuia, Ngati Koata, Ngati Rarua, Te Atiawa o Te Waka-a-Maui and Ngati Tama ki Te Tau Ihu;

Kurahaupo iwi means each of Ngati Apa ki te Ra To, Rangitane o Wairau and Ngati Kuia and/or where appropriate their governance entities, namely the trustees of:

- (a) the Ngāti Apa ki te Ra To Trust;
- (b) the Rangitane o Wairau Settlement Trust; and
- (c) Te Runanga o Ngāti Kuia Trust;

Kurahaupo iwi deeds of settlement means each of the following deeds of settlement including any schedules and any amendments:

- (a) the deed of settlement entered into by the Crown, Ngāti Apa ki te Ra To and the Ngāti Apa ki te Ra To Trust dated 29 October 2010;

NGATI TOA RANGATIRA DEED OF SETTLEMENT
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5: DEFINED TERMS

- (b) the deed of settlement entered into by the Crown, Rangitane o Wairau and the Rangitane o Wairau Settlement Trust dated 4 December 2010; and
- (c) Te Whakatu / the deed of settlement entered into by the Crown Ngāti Kuia and Te Runanga o Ngati Kuia Trust dated 23 October 2010;

land holding agency, in relation to:

- (a) a licensed land property means LINZ; or
- (b) a commercial redress property, commercial property, or deferred selection property means the department specified in the relevant column in the tables contained in part 8 of the property redress schedule; or
- (c) the improvements means the New Zealand Police;

leaseback property means each property described in table 1 in part 8 of the property redress schedule;

letter of agreement means the agreement in principle referred to in clause 1.54.2;

licensed land property means the land listed in part 3 of the property redress schedule but excludes:

- (a) all trees growing, standing, or lying on the land; and
- (b) all improvements that have been acquired by a purchaser of trees on the land or made, after the acquisition of the trees by the purchaser, or by the licensee;

LINZ means Land Information New Zealand;

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

mandated signatories means the individuals who are the mandated signatories under clauses 8.10.1;

member of Ngati Toa Rangatira means an individual referred to in clause 8.8;

Minister means a Minister of the Crown;

month means a calendar month;

New Zealand Conservation Authority has the meaning given to it by section 2(1) of the Conservation Act 1987;

New Zealand Historic Places Trust means the New Zealand Historic Places Trust (Pouhere Taonga) continued by section 38 of the Historic Places Act 1993;

Nga Paihau has the meaning set out in section 40(1) of the draft settlement bill;

Ngati Toa Rangatira entity means an entity that is wholly owned or controlled by the governance entity;

Ngati Toa Rangatira has the meaning given to it by clauses 8.8 and 8.9;

NGATI TOA RANGATIRA DEED OF SETTLEMENT
GENERAL MATTERS SCHEDULE

5: DEFINED TERMS

Ngati Toa Rangatira values means the values contained in each statement of Ngati Toa Rangatira values;

non-leaseback property means each property described in table 2 in part 8 of the property redress schedule;

notice means a notice given under paragraphs 3.1 to 3.5 of this schedule and notify has a corresponding meaning;

NZTA means the New Zealand Transport Agency established by section 93 of the Land Transport Management Act 2003;

official cash rate means the official cash rate set from time to time by the Reserve Bank;

on-account payment means the amount paid by the Crown on account of the settlement referred to in clause 6.3;

party means each of the following:

- (a) Ngati Toa Rangatira;
- (b) the governance entity; and
- (c) the Crown;

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

property redress schedule means the property redress schedule to this deed of settlement;

protection principles means the protection principles in the documents schedule;

redress means:

- (a) the acknowledgements and the apology made by the Crown under clauses 3.1 to 3.18;
- (b) the cultural redress; and
- (c) the financial and commercial redress;

Registrar-General of Land means the Registrar-General of Land appointed under section 4 of the Land Transfer Act 1952;

relevant consent authority, for a statutory area, means a consent authority of a region or district that contains, or is adjacent to, the statutory area;

rental proceeds has the meaning given to it by the Crown Forestry Rental Trust Deed;

representative entity means:

- (a) the governance entity; and

NGATI TOA RANGATIRA DEED OF SETTLEMENT
GENERAL MATTERS SCHEDULE

5: DEFINED TERMS

- (b) a person (including any trustee or trustees) acting for or on behalf of:
- (i) the collective group, referred to in clause 8.8.1;
 - (ii) any one or more members of Ngati Toa Rangatira; or
 - (iii) any one or more of the whanau, hapu, or groups of individuals referred to in clause 8.8.2;

resource consent has the meaning given to it by section 2 of the Resource Management Act 1991;

resumptive memorial means a memorial entered on a computer register under any of the following sections:

- (a) 27A of the State-Owned Enterprises Act 1986;
- (b) 211 of the Education Act 1989; and
- (c) 38 of the New Zealand Railways Corporation Restructuring Act 1990;

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

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

settlement date means the settlement date defined in the draft settlement bill;

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

settlement legislation means, if the bill proposed by the Crown for introduction to the House of Representatives under clause 7.1 is passed, the resulting Act;

settlement property means:

- (a) each cultural redress property;
- (b) each commercial redress property;
- (c) each commercial property;
- (d) each deferred selection property;
- (e) all early RFR NZTA land;
- (f) all general RFR land;
- (g) all deferred selection RFR land;
- (h) all specified area RFR land; and
- (i) all specified iwi RFR land;

NGATI TOA RANGATIRA DEED OF SETTLEMENT
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5: DEFINED TERMS

specified area RFR land means land in the South Island within the area shown on the plan in part 2.9 of the attachments that, on the settlement date:

- (a) is vested in the Crown or held in fee simple by the Crown;
- (b) is not land that is to, or may, transfer to or vest in trustees under the deed of settlement, a Kurahaupo iwi deed of settlement or a Tainui Taranaki iwi deed of settlement;
- (c) is not conservation land; and
- (d) is not subject to a pastoral lease under Part 1 of the Crown Pastoral Land Act 1998;

specified iwi RFR land means the land described in part 5 of the attachments;

statement of association means each statement of association in the documents schedule;

statement of coastal values means the statement of coastal values in part 2 of the documents schedule;

statement of Ngati Toa Rangatira values means each statement of Ngati Toa Rangatira values in the documents schedule;

statutory acknowledgment has the meaning given to it by section 24(1) of the draft settlement bill;

statutory area means an area referred to in clause 2.1 of part 3 of the document schedule, the general location of which is indicated on the deed plan referred to in relation to that area (but which does not establish the precise boundaries of the statutory area);

Tainui Taranaki iwi means each of Ngati Koata, Ngati Rarua, Te Atiawa o Te Waka-a-Maui and Ngati Tama ki Te Tau Ihu and/or, where appropriate, the trustees of their governance entities, namely:

- (a) Te Pataka a Ngati Koata;
- (b) Ngati Rarua Settlement Trust;
- (c) Te Atiawa o Te Waka-a-Maui Trust; and
- (d) Ngati Tama ki Te Waipounamu Trust;

Tainui Taranaki iwi deeds of settlement means each of the following four deeds of settlement including any schedules and attachments and including any amendments:

- (a) the deed of settlement entered into by the Crown, Ngāti Rārua and the Ngāti Rārua Settlement Trust;
- (b) the deed of settlement entered into by the Crown, Ngāti Kōata and Te Pātaka a Ngāti Kōata;
- (c) the deed of settlement entered into by the Crown, Te Ātiawa o Te Waka-a-Māui and the Te Ātiawa o Te Waka-a-Māui Trust;

NGATI TOA RANGATIRA DEED OF SETTLEMENT
GENERAL MATTERS SCHEDULE

5: DEFINED TERMS

- (d) the deed of settlement entered into by the Crown, Ngāti Tama ki Te Tau Ihu and the Ngāti Tama ki Te Waipounamu Trust;

tax includes income tax and GST;

tax legislation means legislation that imposes, or provides for the administration of, tax;

Te Runanga means Te Runanga o Toa Rangatira Incorporated, which is the trustee for the time being of Toa Rangatira Trust;

Te Tau Ihu coastal marine area means the area shown on deed plan OTS-202-70, in part 2.4 of the attachments schedule;

Te Tau Ihu licensed land means all of the licensed land properties described in the property redress schedule to this deed and to the Tainui Taranaki iwi deeds of settlement;

terms of negotiation means the terms of negotiation referred to in clause 1.54.1;

Toa Rangatira Trust means the trust known by that name and established by a trust deed dated 4 December 2012 and signed by:

- (a) Matiu Rei, Wellington, Executive Director and Chief Treaty Claims Negotiator - Te Runanga o Toa Rangatira Inc;
- (b) Tiratu Williams, Porirua, Treaty Claims Negotiator - Te Runanga o Toa Rangatira Inc;
- (c) Ngarongo Iwikatea Nicholson, Levin, Treaty Claims Negotiator - Te Runanga o Toa Rangatira Inc;
- (d) Te Taku Parai, Porirua, Chairman - Te Runanga o Toa Rangatira Inc;
- (e) Miria Pomare, Ahipara, Treaty Claims Negotiator - Te Runanga o Toa Rangatira Inc;
- (f) Robert Solomon, Porirua, Retired; and
- (g) Riki Wineera, Porirua, Retired;

transfer value means, in relation to:

- (a) the licensed land properties, the amount referred to in clause 6.1.3, being \$24,000,000;
- (b) a commercial redress property, a commercial property, or a deferred selection property, the amount payable by the governance entity for the transfer of the property determined or agreed in accordance with subpart B or C of part 4 of the property redress schedule; and
- (c) the improvements, the amount payable by the governance entity for the transfer of the improvements determined or agreed in accordance with subpart B or C of part 4 of the property redress schedule;

Treaty of Waitangi and **Te Tiriti o Waitangi** mean the Treaty of Waitangi as set out in schedule 1 to the Treaty of Waitangi Act 1975;

5: DEFINED TERMS

trust deed means the Toa Rangatira Trust Deed dated 4 December 2012 and includes the schedules and any amendments to the deed of trust;

trustee of the Toa Rangatira Trust means the trustee from time to time of that trust;

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

Waitangi Tribunal has the meaning given to it by section 4 of the Treaty of Waitangi Act 1975;

Wellington Central Police Station means that property described as Wellington Central Police Station in table one of part 8 of the property redress schedule;

Wellington City (excluding the CBD) means:

- (a) the district of Wellington City Council (as those terms are defined by section 5(1) and Part 2 of Schedule 2 of the Local Government Act 2002); but
- (b) does not include the central business district (CBD) of Wellington City, meaning the area on the seaward side of the central area boundary shown on map 32 of the district plan of Wellington City Council that was operative at 27 July 2000 (and reprinted at 2 November 2005).

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

5.2 For the purposes of clauses 5.99 to 5.115 of the deed of settlement:

draft Haka Ka Mate Attribution Bill means the draft Haka Ka Mate Attribution Bill in the attachments;

haka Ka Mate means the words and associated actions and choreography whether in whole or in part of the haka known as Ka Mate;

Ko Aotearoa Tenei means the report released by the Waitangi Tribunal on 2 July 2011 entitled 'Ko Aotearoa Tenei - Wai 262' (Legislation Direct, Wellington, 2011);

communication has the meaning given by section 2(1) of the Copyright Act 1994
Film has the meaning given by section 2(1) of the Copyright Act 1994;

publication means that something is issued to the public or made available to the public by means of an electronic retrieval system;

rights representative means Te Runanga or the person to whom the right to enforce the right of attribution has been assigned in accordance with the constitutional documents of Te Runanga or any other prior rights representative; and

taonga works means artistic and cultural works that are significant to the culture or identity of Maori iwi or hapu.

6 INTERPRETATION

- 6.1 This part applies to this deed's interpretation, unless the context requires a different interpretation.
- 6.2 Headings do not affect the interpretation.
- 6.3 A term defined by:
- 6.3.1 this deed has the meaning given to it by this deed; and
 - 6.3.2 the draft settlement bill, but not by this deed, has the meaning given to it by that bill.
- 6.4 All parts of speech, and grammatical forms, of a defined term have corresponding meanings.
- 6.5 The singular includes the plural and vice versa.
- 6.6 One gender includes the other genders.
- 6.7 Any monetary amount is in New Zealand currency.
- 6.8 Time is New Zealand time.
- 6.9 Something, that must or may be done on a day that is not a business day, must or may be done on the next business day.
- 6.10 A period of time specified as:
- 6.10.1 beginning on, at, or with a specified day, act, or event includes that day or the day of the act or event;
 - 6.10.2 beginning from or after a specified day, act, or event does not include that day or the day of the act or event;
 - 6.10.3 ending by, on, at, or with a specified day, act, or event includes that day or the day of the act or event;
 - 6.10.4 ending before a specified day, act or event does not include that day or the day of the act or event; or
 - 6.10.5 continuing to or until a specified day, act, or event includes that day or the day of the act or event.
- 6.11 A reference to:
- 6.11.1 an agreement or document, including this deed and the documents in the documents schedule, means that agreement, this deed or that document as amended, novated or replaced;

6: INTERPRETATION

- 6.11.2 legislation, including the settlement legislation, means that legislation as amended, consolidated, or substituted;
- 6.11.3 a party includes any permitted successor of that party; and
- 6.11.4 a particular Minister includes any Minister who, under the authority of a warrant or with the authority of the Prime Minister, is responsible for the relevant matter.
- 6.12 An agreement by two or more persons binds them jointly and severally.
- 6.13 If the Crown must endeavour to do something or achieve some result, the Crown:
- 6.13.1 must use reasonable endeavours to do that thing or achieve that result; but
- 6.13.2 is not required to propose for introduction to the House of Representatives any legislation, unless expressly required by this deed.
- 6.14 Provisions in:
- 6.14.1 the main body of the deed are referred to as clauses;
- 6.14.2 the property redress, and general matters, schedules are referred to as paragraphs;
- 6.14.3 the draft settlement bill are referred to as sections; and
- 6.14.4 the documents in the documents schedule are referred to as paragraphs.
- 6.15 If there is a conflict between a provision that is in the main body of the deed and a provision in a schedule, the provision in the main body of the deed prevails.
- 6.16 The deed plans in the attachments schedule that are referred to in the statutory acknowledgement provisions indicate the general locations of the relevant areas but not their precise boundaries.
- 6.17 The deed plans in the attachments schedule that show the cultural redress properties indicate the general locations of the relevant properties but are for information purposes only and do not show their precise boundaries. The legal descriptions for cultural redress properties are shown in schedule 3 of the draft settlement bill.

STATEMENT OF INDEMNITY GIVEN UNDER THE PUBLIC FINANCE ACT 1989

Pursuant to section 65ZD(3) of the Public Finance Act 1989, the Minister of Finance makes the following statement:

"On the 13th day of December 2012, I, The Honourable Simon William English, Minister of Finance, on behalf of the Crown, gave a tax indemnity to the trustees of the Toa Rangatira Trust as described under Part 2 of the General Matters Schedule of the Deed of Settlement for Ngāti Toa Rangatira signed on 7 December 2012 and which is to apply from the date of such signing (namely 7 December 2012).

Dated at *Parliament* this *13th* day of *December* 2012



Hon Simon William English
Minister of Finance

NGATI TOA RANGATIRA

and

TRUSTEE OF THE TOA RANGATIRA TRUST

and

THE CROWN

**DEED OF SETTLEMENT SCHEDULE:
DOCUMENTS**

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1. NGA PAIHAU

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE**

1.1 NGA PAIHAU CREATED OVER KAPITI ISLAND

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE**

1.1: NGA PAIHAU CREATED OVER KAPITI ISLAND

1. DESCRIPTION OF AREA

- 1.1 Kapiti Island Nature Reserve site and any other land set apart as a reserve for the preservation of native flora and fauna by Gazette 1973 page 1381;
 - 1.2 Kapiti Island North Nature Reserve site; and
 - 1.3 Kapiti Marine Reserve;
- together known as "Kapiti Island" as described in schedule 2 of the draft settlement bill and shown on OTS-068- 20.

2. PREAMBLE

- 2.1 Pursuant to section 42 of the draft settlement bill (clause 5.16.1 of the deed of settlement), the Crown acknowledges the statement by Ngati Toa Rangatira of their cultural, spiritual, historic and/or traditional values relating to the Kapiti Island Nature Reserve, the Kapiti Island North Reserve and the Kapiti Marine Reserve.

3. NGATI TOA RANGATIRA VALUES

- 3.1 Kapiti Island is important to Ngati Toa Rangatira for historical, political, economic, cultural, and spiritual reasons.
- 3.2 In the early part of the nineteenth century Kapiti Island became the new home of Ngati Toa Rangatira and the place where the tribe's mana was restored and enhanced. From there, Ngati Toa Rangatira launched themselves into the new world of contact with Europeans, in which social and cultural practices including tikanga, trade, politics and religion, developed and flourished. The island remains the spiritual and cultural heart of Ngati Toa Rangatira as a tangible connection to their history and an enduring symbol of tribal identity.
- 3.3 Kapiti Island was initially settled by Ngati Toa Rangatira following an attack by a taua led by the Ngati Toa Rangatira Ariki (hereditary chief) Te Peehi Kupe. Prior to the capture of the island, relationships with previous inhabitants and other local iwi on the mainland had become one of escalating hostility, including an attempt on Te Rauparaha's life and the murder of his children. Te Rauparaha and Te Peehi Kupe immediately realised the importance of Kapiti Island as an impenetrable stronghold for Ngati Toa Rangatira, so in 1823 they devised a plan for Te Peehi Kupe to capture the Island by surprise while Te Rauparaha created a ruse on the mainland. Very soon after their occupation, Kapiti Island became the focus of one of the most significant moments in Ngati Toa Rangatira's history: the Battle of Waiorua in 1824, also known as Whakapaetai, and Te Pakanga o Umupakaroa.
- 3.4 At this battle, a coalition force consisting of warriors from both sides of Te Moana o Raukawa attacked Ngati Toa Rangatira on Kapiti Island. Although significantly outnumbered, Ngati Toa Rangatira were successful in defending the island and thus the battle marked the definitive establishment of Ngati Toa Rangatira in the Cook Strait area and set the stage for expansion into the wider Cook Strait / Te Moana o Raukawa region.
- 3.5 The success at Waiorua restored and enhanced the mana of Ngati Toa Rangatira, due to the inspirational force and leadership of Te Rauparaha. Having gained the valuable

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

1.1: NGA PAIHAU CREATED OVER KAPITI ISLAND

location of Kapiti Island, Te Rauparaha sought to revitalise the iwi and expand their interests. Kapiti Island however always remained the political centre of their rohe.

- 3.6 Kapiti Island was an ideal base because its higher points provided a view of imminent threat, the sheer cliffs on the western side of the island meant there were limited landing sites and, access points could be easily monitored. Its location at the northern entrance to Cook Strait was a significant strategic asset which allowed Ngati Toa Rangatira to cement their position in the region and develop extensive maritime trading networks. Ngati Toa Rangatira were from that time a trans-Cook Strait iwi; there was a great interconnectedness and frequent travel, for various reasons, between their areas of occupation.
- 3.7 In terms of resources and economic opportunities, Kapiti Island was an invaluable asset. Streams and natural springs provided a plentiful water supply, and the coastline abounded in seafood and a thriving population of birds inhabited the forests. In addition, kumara, potato and later corn crops were grown in the fertile soil near Rangatira and Waiorua Point. Kapiti Island was also located in an advantageous position for whalers, being one of the best anchorage points in the area. At least five whaling stations were located on Kapiti Island: Kahu o te Rangī, Rangatira, Taepiro, Wharekohu and Waiorua, as well as on the offshore islands of Motungarara and Tohoramaurea. The whaling stations were of great economic benefit to Ngati Toa Rangatira, providing them with a continuous source of trade-goods; Te Rauparaha particularly encouraged their occupation.
- 3.8 Many of the whalers built up close relationships with Ngati Toa Rangatira and married into the iwi. Three such marriages are of particular importance, and all have produced many Ngati Toa Rangatira descendents. These were the marriage of Joseph Thoms to Te Ua Torikiriki, daughter of Tohunga chief Te Watarauhi Nohorua (the tuakana of Te Rauparaha); the marriage of George Stubbs to Metapere Waipunahau, daughter of the chief Te Rangihoroa; and the marriage of John Nicol to Kahe Te Rau o te Rangī, daughter of the chief Te Matoha. The latter two marriages produced the noted politician Te Kakakura Wi Parata, and the first Maori doctor and politician Sir Maui Pomare respectively.
- 3.9 From the period of 1824 to 1834 the Kapiti region became settled by the allies and relations of Ngati Toa Rangatira from Taranaki and Waikato. Te Rauparaha made a special plea to, his mother's people, saying:

Tenei taku kupu kia koutou, Haere e hoki ki te tiki i a Ngati Raukawa, kia haere mai ki konei ki te noho i te whenua i taroaroa e aku paihau, ki taku rakau, na e takoto nei haha te whenua.

Haere mai Haere mai.

This is my word to all of you. Go back and bring Ngati Raukawa to occupy this land. With my weapons I have extended my horizons (spreading wings) and cleared the land spread before you.

- 3.10 However there was some reluctance to migrate so it was his sister Waitohi, who made an impassioned plea with carefully chosen words. She said:

"Haere ki aku werewere, haeremai hei noho i taku whenua e takoto nei i te takutai moana atu ano i Kukutauaki puta noa ki Rangitikei".

Go to the heirs of my body. Come and settle my land spread here along the

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

1.1: NGA PAIHAU CREATED OVER KAPITI ISLAND

coast/shore from Kukutauaki and beyond to Rangitikei.

- 3.11 The focus of Ngati Toa Rangatira settlement began to shift in the 1840s as the iwi became impacted by political and social change driven by European settlement and the establishment of the British Government resulting in pressure directed at them and their landholdings. It was also important for Ngati Toa Rangatira to ensure ongoing access to trade, by extending their relationship from whalers to settlers. Kapiti Island therefore became less desirable and other settlements with better access to Wellington were favoured. This saw the establishment of Taupo Pa and Takapuwahia Pa on the shore of Porirua Harbour.
- 3.12 However, all of this did not change Ngati Toa Rangatira's perception of Kapiti Island. It was still seen as the primary homeland although it was not inhabited to the same extent after 1850. During the latter half of the nineteenth century there were numerous attempts to purchase Kapiti Island, yet Ngati Toa Rangatira were determined to retain control of the island. By the late nineteenth century many Ngati Toa Rangatira whanau were dependent on monies from leasing Kapiti Island to Europeans.
- 3.13 In 1897 legislation was enacted that aimed to make Kapiti Island a sanctuary for indigenous flora and fauna. It created a mechanism to acquire the land by making it illegal for the owners to lease or sell their land to anyone other than the Government. By 1901 the majority of Kapiti had passed over to the Government.
- 3.14 Although the majority of Kapiti Island had been alienated from Ngati Toa Rangatira ownership at the close of the nineteenth century, it has remained an extremely significant site of cultural and historical importance. Ngati Toa Rangatira feel that Kapiti Island has a powerful influence that shaped and transformed the tribe in re-establishing its mana following the migration from Kawhia and forged a new identity which extended outward to all parts of the Cook Strait region. Ngati Toa Rangatira see Kapiti Island as a physical metaphor for the revitalisation of the tribe in the Cook Strait region.
- 3.15 Ngati Toa Rangatira drew strength from the energy of the island; they utilised its unique position and location and the many opportunities it afforded them; the flora and fauna that was abundant on the Island allowed them to prosper and flourish. The settlement of Ngati Toa Rangatira on Kapiti Island signalled their new beginning in the Cook Strait region and their renaissance as a tribe.
- 3.16 Some descendants of the Ngati Toa Rangatira chief Te Rangihiroa, younger brother of the hereditary chief Te Peehi Kupe, still have homes on Kapiti, however Ngati Toa Rangatira as an iwi have not been in occupation of the island for over a century. Yet its natural resources, wahi tapu, and historical sites continue to be of great significance. Te Rauparaha's decision to re-settle the iwi was the first step in the creation of a new Ngati Toa Rangatira identity; Kapiti Island, the springboard from which Ngati Toa Rangatira were able to expand, was fundamental to this and continues to be central to the cultural identity of Ngati Toa Rangatira.

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

1.1: NGA PAIHAU CREATED OVER KAPITI ISLAND

3.17 The following waiata expresses the significance of Kapiti Island to Ngati Toa Rangatira:

*Tau mai e Kapiti
te kainga o te hunga kua wehe kit e iwi nui I te po.
Te marae i Wai-o-rua tenei te mihia,
te wahi i tanuku ait e whakaaro o te motu,
kia patua o tamariki I kopaina e koe.
Hei tohu ki nga uri whakaheke mai
i te mana i tuawhakarere iho
i te mana i te wehi o lo nui... i*

*Tau mai e Kapiti
Te Whare Wananga o ia, o te nui, o te wehi, o te Toa.
Whakakaupapa I te nohotahi, a Awa, a Toa, a Raukawa.
I heke mai i Kawhia ki te kawe tikanga
hei oramo nga uri o muri nei
Tau mai e Kapiti te kainga tupu
o te wehi, o te toa, o te whakamanawanui....i*

*Tau mai e Kapiti
Te kainga te kino, o tem au-a-hara, o te kaitangata
e air a hoki ki nga kupu whakapae o nga iwi maha o te motu nei
Ko Rangatira te marae tenei te mihia
Tona rite he marae paenga whakairo,
ki roto o Kaiweka, he marae rongonui
ki runga ki raro tawhio noa....a*

*Tau mai e Kapiti
Whakataretare mai kit e rangatahi e hao nei.
Waikahua, Waikatohu, e mau ki nga mana i nga mana i ngakia e koe.
Uhia mai ra te manaakitanga a nga tupuna kua wehe kit e po
hei mauri whakakaha i te hinengaro
o Tama, o Hine e pae nei.*

The place that answered the desires of the country
That your children should be sacrificed.
A symbol for the coming generations
Of the majestic authority of ancient times,
Of the power and awe of lo-nui,
We salute you Kapiti

The centre of learning devoted to the current of the great,
O the awesome, of the warrior,
Created for the unity of te Ati Awa, Ngati Toa Rangatira and Ngati Raukawa,
Those who migrated from Kawhia with a legacy
Nourishing and giving life to those generations to come.

Stand there Kapiti, the homeland
Of the awesome, of the warrior, of the sure and confident.
We salute you Kapiti,
The home of evil, of vengeance, of cannibalism,
According to the accusations of the many,

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

1.1: NGA PAIHAU CREATED OVER KAPITI ISLAND

We salute Rangatira,
That which is likened to the gathering place of the great chiefs
At Kaiweka, a famous plaza
Known in the north, the south, at all points.
We salute you Kapiti,

Gaze upon the youth that gather here.
Who shall say who will take hold of the authority
vested in you?
Bestow the blessings of those ancestors who have passed on,
As an empowering life-force for the minds and imaginations
Of the children gathered here.

Sites of Significance

Rau o Te Rangī Channel / Te Rauoterangi Channel

- 3.18. The name of the sea between Kapiti Island and the mainland celebrates the epic swim made by Kahe Te Rauoterangi from Kapiti to Te Uruhi with her child, Ripeka, on her shoulders to warn other Ngati Toa Rangatira of an imminent attack. This attack culminated in the Battle of Waiorua in 1824. Kahe Te Rauoterangi was the daughter of a leading Ngati Toa Rangatira chief, Te Matoha, whose principal residence was on Kapiti Island.

Okupe Lagoon Area

- 3.19. Located at the North-East end of Kapiti Island, near Waiorua bay is the site of Ngati Toa Rangatira cultivations, as well as the burial ground of those tribes repulsed by Ngati Toa Rangatira in the early 1820s. This was also the site of great feasts.

Kurukohatu

- 3.20 This area, located at the Northern end of Kapiti Island near Okupe Lagoon, from the flat to the hills, is covered with relics of ancient kumara plantations. Cowan noted that there were hundreds of cleared rectangular plots and low walls which would have required extensive work in the days of Te Rauparaha.

Tiwhapaua

- 3.21 Tiwhapaua was a cultivation ground at the northern end of Kapiti Island situated about halfway between the Waiorua stream and the Okupe Lagoon. It was once worked by Rene te Tahua who refers to it in Land Court evidence.

Ngaiopiko

- 3.22 This site was the residence of the prominent Ngati Toa Rangatira chief Tungia and is located at the northern end of Kapiti Island near Waiorua.

Kaititi

- 3.23 Kaititi was a village located on the hills close to the settlement of Kahu-o-Te-Rangi. The Ngati Toa Rangatira chief Te Hiko and his uncle Te Rangihiroa resided here for a time. The name refers to the eating of mutton birds, which were plentiful on the island at the time.

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

1.1: NGA PAIHOU CREATED OVER KAPITI ISLAND

Pikiwahine

- 3.24 Pikiwahine is a place on Kapiti Island about three-quarters of a mile inland of the mouth of the Kahu-o-Te-Rangi stream. Matene te Whiwhi explained in Land Court evidence that two years after the fighting at Haowhenua on the mainland, Ngati Toa Rangatira cleared the bush at this place and Tuteremoana for cultivation grounds. "Then Ngati Raukawa arrived," he said and "Te Rauparaha and Rangihaeata said to me, 'Go and show your parents the land, as cultivations for them.' This was on the other side of Pikiwahine. Ngati Raukawa occupied it for two years and returned to Otaki."

Te Kahu-o-Te-Rangi settlement

- 3.25 This was the name of a stream as well as an occupation site located a little to the south of Waiorua on the eastern coast of Kapiti Island. According to Rene te Tahua of Ngati Toa Rangatira, his parents worked cultivations at Kahu-o-te-Rangi and at another village close by called Kaititi. Among those who lived there prior to the battle of Waiorua were the chiefs Tungia, Te Tahua and Mohi. This was also the site of a whaling station and today, this is the best preserved whaling site on Kapiti. There are still remains and visible signs of the cultivation areas and the underground kumara and potato storage pits associated with the whaling village established by Kahe Te Rau o Te Rangi and John Nicol.

Rangatira

- 3.26 This is the fine grassy flat projecting into the sea and backed by wooded hills located about half a mile south of Paripatea at the northern end of Kapiti Island. Rapihana te Otaota told the Land Court that Rangatira was occupied by Ngati Tumania, Ngati Hangai and Ngati Haumia, hapu of Ngati Toa Rangatira. Erenora Rangiuiira also mentioned Ngati Terakuao as one of the Ngati Toa Rangatira hapu that were in occupation there. In the early days of Ngati Toa Rangatira settlement, the main chiefs living there, according to Rapihana, were Mahurenga, Meke and Te Teke. They were later joined by Nohorua and Te Aratangata. Later, this was Te Rauparaha's pa and one of the three main pa on Kapiti. Rangatira was also the site of an important whaling station in the 1830s.

Te Umukaiohau

- 3.27 Te Umukaiohau, said to be located near Kahikatea in the Kapiti No.4A block, was a place where once stood a small carved house, constructed by Te Rauparaha to commemorate the killing of his children at Ohau.

Kaiwharawhara

- 3.28 Kaiwharawhara, situated towards the southern end of Kapiti Island, was an area of residence for various Ngati Toa Rangatira hapu, including Ngati Terakuao and Ngati Whakatere. According to Hemi Kuti, this place belonged to his mother, Waitaoro te Kanawa, who inherited it through her uncle, Te Rakaherea, a chief of the Ngati Terakuao hapu of Ngati Toa Rangatira. Waitaoro was said to have been one of the first to set foot at this place when Ngati Toa Rangatira made their first landing on Kapiti Island after their migration from Kawhia. Shortly after embarking from one of the canoes she set about picking wild cabbage there. "From that time," says Hemi Kuti, "the land I claim was made sacred to her." Te Rakaherea and his hapu resided for some time at Kaiwharawhara and, except for a small group of Ngati Terakuao, later

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

1.1: NGA PAHAU CREATED OVER KAPITI ISLAND

moved to the shores of Porirua Harbour where their main headquarters became Paremata pa.

Otehou Pa

- 3.29 Ngati Toa Rangatira chieftainess Topeora invited another iwi to reside at Otehou, which was located between Kahikatea and Taepiro. The iwi occupied the pa until the Tokakawau dispute after which they relocated.

Taepiro / Taipiro

- 3.30 Taepiro was a pa taken by Ngati Toa Rangatira and one of the three main pa on Kapiti. This fortified pa was located at the mouth of the Taepiro Stream and, at the time of Te Rauparaha's first visit to Kapiti Island, was occupied by a group led by the chief Potau. The pa was later occupied by another iwi and, finally, by Ngati Toa Rangatira.

Maraetakaroro

- 3.31 Located in the southern end of Kapiti Island, this was an area which Ngati Toa Rangatira leased to a trader during the whaling period. Te Ohu, a Ngati Toa Rangatira chief, was named as the principal owner in the transaction.

Te Mimi-o-Rakapa

- 3.32 This is the name of a small waterfall close to the beach, about one-third of a mile south of Taepiro. It was named after the Ngati Toa Rangatira chieftainess Rakapa Kahoki who was the daughter of Topeora and the Arawa chief Te Wehi-o-Te-Rangi. Rakapa is said to have swum from this place to one of the small islands opposite and thus the waterfall was named after her to commemorate the event.

Whakariki Pa (or Te Whakariki Pa)

- 3.33 A pa, located near the Kaiwharawhara Stream toward the southern end of the island, that was occupied by Ngati Whakatere, a Ngati Toa Rangatira hapu. The area is said to have included cultivation areas and burial grounds.

Pouatekarake

- 3.34 According to Hemi Kuti this was the place on Kapiti Island, near Kaiwharawhara, where Ngati Toa Rangatira canoes landed on their first visit to the island following the attack at Te Wi. The name was probably in ancient times a reference to a boundary post (pou) belonging to a chief named Te Kareke. Ngati Toa Rangatira landed at Te Pou te Rehunga, a settlement on the North bank of the Rangitikei river, just inland of the estuary. There were about 200 people occupying the fighting pa, Awamate. Ngati Toa Rangatira made peace with them after the battle at Awamate; Te Rangihaeata married Pikanga and stayed on at Te Awamate for several days. At this time he indicated that a Ngati Toa Rangatira migration would possibly occur in the future. Ngati Toa Rangatira returned here during the migration and stayed with the occupants for between one and three months.

Motungarara

- 3.35 Motungarara Island, located on the south-east coast, is shown on old maps as being Te Hiko's Island. Te Hiko is said to have resided here with his parents. The island

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

1.1: NGA PAIHAU CREATED OVER KAPITI ISLAND

was also the site of one of Te Rauparaha's pa and on some maps is noted as being Te Rauparaha's Island.

Kaitangata

- 3.36 Kaitangata is sacred rock that is seen as the abode of the tutelary spirit of the area; it is situated at the southern end of Kapiti Island between Te Mingi and Maraetakaroro streams. According to Cowan, green leaves were deposited and incantations repeated by passers-by in order to appease the tupuna.

Wharekohu

- 3.37 Wharekohu was a pa at which rangatira of Ngati Toa Rangatira, including Nopera Te Ngiha, resided on Kapiti. It was one of the three main pa on Kapiti and located at the southern end of the island. It is the location of burial caves regarded as highly tapu by Ngati Toa Rangatira.

4. PROTECTION PRINCIPLES - KAPITI ISLAND

- 4.1 The following protection principles are directed at the Minister of Conservation preventing harm to, or the diminishing of, the Ngati Toa Rangatira values related to the Kapiti Island:

- 4.1.1 protection of wahi tapu, indigenous flora and fauna originally found here and the wider environment within Kapiti Island;
- 4.1.2 recognition of the mana, kaitiakitanga and tikanga of Ngati Toa Rangatira over, and within, Kapiti Island;
- 4.1.3 recognition of Ngati Toa Rangatira as kaitiaki over Kapiti Island;
- 4.1.4 acknowledgement of Ngati Toa Rangatira tikanga/kawa in Kapiti Island;
- 4.1.5 respect for the association of Ngati Toa Rangatira with Kapiti Island;
- 4.1.6 accurate portrayal of the association of Ngati Toa Rangatira with Kapiti Island;
- 4.1.7 recognition and acknowledgement of the historical, cultural and spiritual significance of Kapiti Island; and
- 4.1.8 recognition of the relationship of Ngati Toa Rangatira with their wahi tapu, wahi taonga and other sites of significance in Kapiti Island.

5. ACTIONS BY THE DIRECTOR-GENERAL OF CONSERVATION IN RELATION TO SPECIFIC PRINCIPLES

- 5.1 Pursuant to clause 5.16.7 of the deed of settlement, the Director-General of Conservation has determined that the following actions will be taken by the Department of Conservation in relation to the specific principles:

- 5.1.1 The Department will encourage recognition of Ngati Toa Rangatira's significant spiritual, historical, cultural and physical relationship and association Kapiti Island.

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE**

1.1: NGA PAIHOU CREATED OVER KAPITI ISLAND

- 5.1.2 Ngati Toa Rangatira's association with Kapiti Island will be accurately portrayed in all new DOC information, signs and educational material.
- 5.1.3 Ngati Toa Rangatira will be consulted regarding the content of such material and the location of any new signs under 5.1.2 above to accurately reflect cultural and spiritual values and the Department will only use Ngati Toa Rangatira's cultural material with the consent of Ngati Toa Rangatira.
- 5.1.4 Department of Conservation staff, contractors, conservation board members, concessionaires, volunteers and the public will be provided with information about Ngati Toa Rangatira's values and cultural connection with Kapiti Island and the existence of Nga Paihau, and will be encouraged to respect Ngati Toa Rangatira's mana, kaitiakitanga and association with Kapiti Island.
- 5.1.5 Protection of landscape, archaeological and historic sites, indigenous flora and fauna of Kapiti Island will be part of the future management through regular monitoring, vigilance regarding biosecurity and compliance threats and by advocating sound and sustainable environmental planning principles and processes.
- 5.1.6 In respect of the Kapiti Marine Reserve, the Department of Conservation will ensure that the marine reserve remains as far as possible in its natural state.
- 5.1.7 The Department of Conservation will ensure that their management of Kapiti Island maintains, or where possible enhances, the ecological health of the island and the marine reserve and acknowledges and provides for Ngati Toa Rangatira's spiritual, historical, cultural and physical relationship with the Kapiti Island Nature Reserve, the Kapiti Island North Reserve and the Kapiti Marine Reserve.
- 5.1.8 The Department of Conservation's work programme will include measures to monitor the health of and threats to Kapiti Island and, where necessary, take steps to protect the indigenous flora and fauna of the island and the marine reserve.
- 5.1.9 Department staff will consult Ngati Toa Rangatira and particular regard will be had to their views over any proposed introductions or removal of indigenous species to and from Kapiti Island Nature.
- 5.1.10 Significant earthworks of soil and / or vegetation removal will be avoided wherever possible. Where significant earthworks and disturbances of soil and /or vegetation cannot be avoided, Ngati Toa Rangatira will be consulted and particular regard will be had to their views, including those relating to koiwi (human remains), wahi tapu, other taonga and archaeological sites. Any koiwi or other taonga found or uncovered will be left untouched and contact made immediately with Ngati Toa Rangatira to enable them to deal with the koiwi or taonga according to custom.

1.2 NGA PAIHAU CREATED OVER THE BROTHERS

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

1.2: NGA PAHAU CREATED OVER THE BROTHERS

1. DESCRIPTION OF AREA

1.1 The area known as "The Brothers" is:

1.1.1 "The Brothers" as described in schedule 2 of the draft settlement bill as shown on OTS-068-21; which comprises

1.1.2 The Brothers Islands Wildlife Sanctuary (Wildlife Sanctuary; 12.0773 hectares more or less, being all those islands known as The Brothers Islands and adjacent small islands and rocks situated as shown on OTS-068-21, together with the foreshore of those islands and rock.) For The Brothers Islands North group, the land is primarily held for navigational and safety purposes with a secondary use of Wildlife Sanctuary. Statutory Regulations 1970 page 87, to the extent that the overlay classification is compatible with the primary purpose.

2. PREAMBLE

2.1 Pursuant to section 42 of the Settlement Legislation, the Crown acknowledges the statement by Ngati Toa Rangatira of their cultural, spiritual, historic and/or traditional values relating to the Nga Whatu Kaiponu (The Brothers).

3. NGATI TOA RANGATIRA VALUES

3.1 Nga Whatu Kaiponu (The Brothers) are of cultural, historical, spiritual and traditional significance to Ngati Toa Rangatira. These islands are important to Ngati Toa Rangatira as waahi tapu, and were traditionally used as navigational aids when crossing Te Moana o Raukawa (Cook Strait).

3.2 According to traditional history, Nga Whatu Kaiponu are said to represent the eyes of the wheke (giant octopus) that was killed and cast back into the ocean by Kupe. The name 'Te Moana o Raukawa' also has its origins in the narrative of Kupe's voyage to Aotearoa. Having followed Te wheke a Maturangi from Hawaiiiki, Kupe killed the giant octopus at the entrance to Tory channel. Nga Whatu Kaiponu are said to be the eyes of the wheke and therefore, in order that the wheke not be reawakened, the eyes of rowers crossing the strait were always traditionally covered. This was done with kawakawa leaves, hence the original name of Cook Strait, 'Te Moana o Raukawakawa'.

3.3 Te Moana o Raukawa was considered tapu by Ngati Toa Rangatira, and traditional history provides various accounts of the practice of covering the eyes of those crossing the strait. According to Ngati Toa Rangatira tradition, those crossing the strait for the first time were prohibited from looking to the right, left or behind. If this rule was broken, the waka was held stationary for a day and night and only the most carefully conducted ritual of an expert could release it. All persons crossing the strait carefully veiled their eyes with Kawakawa leaves, lest they see the tapu rocks of Nga Whatu Kaiponu, or Kapiti Island, which was also banned. After a safe crossing the newcomers were carried ashore and their blindfolds laid on a tuahu or tuhinapo.

3.4 Other accounts, as recounted by members of Ngati Toa Rangatira in the early twentieth century, tell of the komako huariki, a bird that frequented and guarded the cod-fishing ground in Te Moana o Raukawa. If fishermen heard the cry of the bird, then no fish would be caught as it was a puhore, or omen of bad luck. This bird also detained and held waka immovable when a forbidden person looked upon Nga Whatu

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

1.2: NGA PAIHAU CREATED OVER THE BROTHERS

Kaiponu; the waka would be so held for a day (Ka puritia taua waka e te komako huariki tiaki tauranga hapuku, kotahi te ra e puritia ana e te komako huariki).

- 3.5 According to Sir Maui Pomare in "Legends of the Maori" this chant was recited to him by Aperahama of Wainui Paekakariki, who said it was sung by a woman named Tuhupu for her husband who had sailed across Te Moana o Raukawa. The chant also contains reference to the custom of kopare: covering the eyes of tauhou (strangers) to those waters with a kopare or a blindfold.

*Ao ma uru e tauhere mai ra na runga ana mai te hiwi kei Te Tawake.
Katahi te aroha ka makuru I ahau ki te tau ra e nui ai te itinga.
Pirangi noa ake ki te kimi moutere, kia utaina au Te ihu o Te Rewarewa,
Te waka o Patutahi, e whiu ki tawhiti; kia koparetia te rerenga I Raukawa,
Kia huna iho, kei huna iho, kei kite ai Nga Whatu, kia hipa ki muri ra
Ka titiro kau, kia noho taku iti te koko ki Karauriue [sic], nga mahi a Kupe,
I topetopea iho. Kei whea te tane i rangi ai te itinga? Mo nga riri ra,
Ka rukea ki ahau, waiho I roto nei, ka nui te ngakau -i-i-i.*

*Far over the western sea a cloud clings to Tawake's peak it drifts this way, it
brings me fond hope of one who's far away:*

Of him to whom I was betrothed while still young.

*Oh, I would go with you across the swelling sea to seek some island of our
own.*

I'd seat me in Te Rewa's bows Te Patutahi's great canoe and sail so far away.

*I'd bind my eyes so carefully to cross Raukawa's rolling sea least I imprudently
behold the dread crags of Nga Whatu. And when we'd safely cross the Straits
and free to gaze around again I'd see the shores of Karaurupe [sic].*

The wondrous works of Kupe"

Our ancestor who sailed these seas, and severed the island from the main

*But where is my loved one? I'm left behind to mourn alone, my heart swells
high with sorrow.*

- 3.6 In the mid-1820s Ngati Toa Rangatira traded widely in the wider Te Moana o Raukawa region. Nga Whatu Kaiponu were important as navigational aids during voyages from the principal Ngati Toa Rangatira settlements on Kapiti and Mana Islands to the whaling stations and Ngati Toa Rangatira settlements on Arapaoa Island and at Te Hoiere, Port Underwood, and Wairau in the south. These strategically located coastal epicentres, combined with a supremely competent sea-voyaging tradition, meant that Ngati Toa Rangatira were able to extend their mana over of a vast area of coastline that was of immense political and economic importance.
- 3.7 Nga Whatu Kaiponu came to be known as "The Brothers". Ngati Toa Rangatira associate this name with the Thoms brothers, Hori and Tame, who were grandsons of Nohorua the Ngati Toa Rangatira Tohunga.
- 3.8 Nga Whatu Kaiponu and the surrounding sea were a traditional source of kaimoana. Ngati Toa Rangatira continue to fish and collect kaimoana off Nga Whatu Kaiponu today, continuing the custom established by our tupuna.

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE**

1.2: NGA PAIHAU CREATED OVER THE BROTHERS

4. PROTECTION PRINCIPLES - NGA WHATU KAIPONU (THE BROTHERS)

- 4.1 The following Protection Principles are directed at the Minister of Conservation preventing harm to, or the diminishing of, the Ngati Toa Rangatira values related to The Brothers:
- 4.1.1 protection of wahi tapu, indigenous flora and fauna and the wider environment within Nga Whatu Kaiponu (The Brothers);
 - 4.1.2 recognition of the mana, kaitiakitanga and tikanga of Ngati Toa Rangatira over, and within, Nga Whatu Kaiponu (The Brothers);
 - 4.1.3 recognition of Ngati Toa Rangatira as kaitiaki over Nga Whatu Kaiponu (The Brothers) mahinga kai and other traditional resources;
 - 4.1.4 respect for Ngati Toa Rangatira tikanga / kawa in regard to Nga Whatu Kaiponu (The Brothers);
 - 4.1.5 respect for the association of Ngati Toa Rangatira with Nga Whatu Kaiponu (The Brothers);
 - 4.1.6 recognition of the relationship of Ngati Toa Rangatira with their wahi tapu, wahi taonga and sites of significance; and
 - 4.1.7 recognition of the traditional, historical, cultural, and spiritual significance of Nga Whatu Kaiponu (The Brothers) to Ngati Toa Rangatira as navigational guides.

5. ACTIONS BY THE DIRECTOR-GENERAL OF CONSERVATION IN RELATION TO SPECIFIC PRINCIPLES

- 5.1 Pursuant to clause 5.20.7 of the deed of settlement, the Director-General of Conservation has determined that the following actions will be taken by the Department of Conservation in relation to the specific principles:
- 5.1.1 Department of Conservation staff, contractors, conservation board members, concessionaires and the public will be provided with information about values and the existence of the overlay classification and will be encouraged to respect Ngati Toa Rangatira's association with the Nga Whatu Kaiponu (The Brothers).
 - 5.1.2 Ngati Toa Rangatira's association with the Nga Whatu Kaiponu (The Brothers), including the traditional, historical, cultural, and spiritual significance of Nga Whatu Kaiponu (The Brothers) to Ngati Toa Rangatira as navigational guides, will be accurately portrayed in all new Department of Conservation information and educational material.
 - 5.1.3 Ngati Toa Rangatira will be consulted regarding the provision of all new Department of Conservation public information or educational material, and the Department of Conservation will only use Ngati Toa Rangatira cultural information with the consent of Ngati Toa Rangatira;
 - 5.1.4 Department staff will consult Ngati Toa Rangatira and particular regard will be had to their views over any proposed introductions or removal of indigenous species to and from Nga Whatu Kaiponu (The Brothers);

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE**

1.2: NGA PAIHAU CREATED OVER THE BROTHERS

- 5.1.5 The ecosystems, flora and fauna of the Nga Whatu Kaiponu (The Brothers) will be protected by the Department of Conservation through measures to monitor the health of and threats to the Nga Whatu Kaiponu (The Brothers) and, where necessary, take steps to protect the indigenous flora and fauna of the area; and
- 5.1.6 Significant earthworks and disturbances of soil and/or vegetation will be avoided wherever possible. Where significant earthworks and disturbances of soil and / or vegetation cannot be avoided, Ngati Toa Rangatira will be consulted and particular regard will be had to their views, including those relating to koiwi (human remains) and archaeological sites. Any koiwi (human remains) or other taonga found or uncovered by the Department of Conservation will be left untouched and Ngati Toa Rangatira informed as soon as possible to enable them to deal with the koiwi or taonga in accordance with their tikanga.

**1.3 NGA PAHAU CREATED OVER WAIRAU LAGOONS (PART OF THE WAIRAU
LAGOONS WETLAND MANAGEMENT RESERVE)**

1.3: NGA PAIHOU CREATED OVER WAIRAU LAGOONS

1. DESCRIPTION OF AREA

- 1.1 2071 hectares as described in schedule 2 of the draft settlement bill as Wairau Lagoons (Part of the Wairau Lagoons Wetland Management Reserve) as shown on OTS-068-22.

2. PREAMBLE

- 2.1 Pursuant to section 42 of the draft settlement bill (clause 5.20.1(b) of the deed of settlement), the Crown acknowledges the statement by Ngati Toa Rangatira of their cultural, spiritual, historic and/or traditional values relating to the Wairau Lagoons (part of the Wairau Lagoons Wetland Management Reserve).

3. NGATI TOA RANGATIRA VALUES

- 3.1 The Wairau Lagoon is of cultural, historical, spiritual, and traditional significance to Ngati Toa Rangatira. Ngati Toa Rangatira have a longstanding association with the lagoon as the Wairau Valley and Cloudy Bay have been one of the most important areas of Ngati Toa occupation since the late 1820s.
- 3.2 The Wairau was first conquered by Te Rauparaha and Te Rangihaeata in 1827; the chiefs led a taua into Te Tau Ihu in retaliation for an insult given by a chief who resided at the Wairau. According to sources the chief had stated that Te Rauparaha was very brave, and that he would like to crush his skull with a 'tukituki aruhi' a fernroot pounder.
- 3.3 Following the initial victory, there was no immediate settlement as the taua continued on to conquer further lands of Te Tau Ihu. At the end of the campaign however, Te Rauparaha allocated the conquered land to various hapu and the Wairau was one region which he kept for Ngati Toa Rangatira. It was at this time that Ngati Toa Rangatira began their more intensive occupation of the area. In 1840 a European 'explorer' and naturalist recorded 400 'Ngati Toa' settled in the Wairau.
- 3.4 A large stockade was constructed by Te Rauparaha at the mouth of the Wairau River. According to a source in 1843, the pa was formerly very substantial; by that time the condition of the pa had begun to deteriorate. A description of the pa at 1843 gives an indication of its former size: the pa consisted of a very fine but somewhat dilapidated stockade, three-quarters of an acre of ground and a few broken and deserted whares. The posts of the stockade which were about six or eight feet apart stood from 15 to 20 feet high and upwards out of the ground. They posts were very stout and required great labour to erect. The intervals between these large posts was supplejack, whereas the posts themselves were manuka which must have been transported from a considerable distance.
- 3.5 The Wairau Lagoon and waterways were a vital source of food for those Ngati Toa Rangatira residing in the Wairau region providing plentiful resources such as species of galaxid, eel, koura, cockles, kahawai, whitebait, flounder, mullet, pipi and the giant kokopu. Whitebait were in abundance in these waterways and, according to stories from the 1940s, the schools of whitebait were so large that farmers had to clear the shoals away with tree branches in order for their horses to drink from the Opawa River. The smaller tributaries that fed into the swamp land of the lower plains of the Wairau provided Ngati Toa Rangatira with an abundant supply of wetland flora and fauna such as flax, swamp maire and kahikatea.

1.3: NGA PAIHOU CREATED OVER WAIRAU LAGOONS

- 3.6 The lagoon swarmed with birds of different species. The wild fowl, including the putangitangi (paradise duck) and the parera (grey duck), that frequented the lagoon were an important food source. As these birds were flightless they were taken by hand in the narrow water lanes of the lagoon. The birds were potted in their own fat, and stored in vessels made from the bark of the totara tree and from giant sea kelp, providing ongoing sustenance.
- 3.7 The resources of the Wairau Lagoon made the area a particularly hospitable environment. This is evidenced by the great number of mahinga kai, tauranga waka, and other waahi tapu located in the region. Along the boulder bank which separates the lagoon from Cloudy Bay are wāhi tapu such as middens, campgrounds, and urupā. The Wairau Lagoons stretched some distance inland and contained a large body of fresh water wetlands to the west of the present lagoons. This has since been drained and is now used for farming. Currently the river, lagoons and wetlands are home to 90 species of wetland bird; 22 of New Zealand's 42 native fish species and a number of threatened wetland plants.
- 3.8 It is a great concern of Ngati Toa Rangatira that the lagoon is in danger of being severely degraded and it is our view that it requires protection to ensure it continues to be a sustainable source of flora and wildlife for future generations.

4. PROTECTION PRINCIPLES

- 4.1 The following protection principles are directed at the Minister of Conservation preventing harm to, or the diminishing of, the Ngati Toa Rangatira values related to the Wairau Lagoons:
- 4.1.1 protection of wahi tapu, indigenous flora and fauna and the wider environment within the Wairau Lagoons (part of the Wairau Lagoons Wetland Management Reserve);
 - 4.1.2 recognition of the mana, kaitiakitanga and tikanga of Ngati Toa Rangatira over, and within, the Wairau Lagoons (part of the Wairau Lagoons Wetland Management Reserve);
 - 4.1.3 recognition of Ngati Toa Rangatira as kaitiaki over the Wairau Lagoons (part of the Wairau Lagoons Wetland Management Reserve) mahinga kai and other traditional resources;
 - 4.1.4 acknowledgement of Ngati Toa Rangatira tikanga/kawa over the Wairau Lagoons (part of the Wairau Lagoons Wetland Management Reserve);
 - 4.1.5 respect for the association of Ngati Toa Rangatira with the Wairau Lagoons (part of the Wairau Lagoons Wetland Management Reserve);
 - 4.1.6 recognition of the historical, cultural and spiritual significance of the Wairau Lagoons (part of the Wairau Lagoons Wetland Management Reserve) to Ngati Toa Rangatira; and
 - 4.1.7 recognition of the relationship of Ngati Toa Rangatira with their wahi tapu, wahi taonga and sites of significance.

1.3: NGA PAIHOU CREATED OVER WAIRAU LAGOONS

5. ACTIONS BY THE DIRECTOR-GENERAL OF CONSERVATION IN RELATION TO SPECIFIC PRINCIPLES

- 5.1 Pursuant to clause 5.20.7 of the deed of settlement, the Director-General of Conservation has determined that the following actions will be taken by the Department of Conservation in relation to the specific principles:
- 5.1.1 Department of Conservation staff, contractors, conservation board members, concessionaires and the public will be provided with information about Ngati Toa Rangatira values and cultural connection with Wairau Lagoons (part of the Wairau Lagoons Wetland Management Reserve), as well as the existence of Nga Paihau, and will be encouraged to respect Ngati Toa Rangatira's mana, kaitiakitanga and association with Wairau Lagoons;
 - 5.1.2 the Department of Conservation will work with Ngati Toa Rangatira on the design and location of any new signs to discourage inappropriate behaviour, including fossicking, the modification of wahi tapu sites and disturbance of other taonga;
 - 5.1.3 Ngati Toa Rangatira's association with Wairau Lagoons (part of the Wairau Lagoons Wetland Management Reserve) will be recognised in all new Department of Conservation information and educational material;
 - 5.1.4 Ngati Toa Rangatira will be consulted regarding the provision of all new Department of Conservation public information or educational material, and the Department of Conservation will only use Ngati Toa Rangatira cultural information with the consent of Ngati Toa Rangatira;
 - 5.1.5 significant earthworks and disturbances of soil and/or vegetation will be avoided wherever possible;
 - 5.1.6 where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, Ngati Toa Rangatira will be consulted and particular regard will be had to their views, including those relating to koiwi (human remains) and archaeological sites; and
 - 5.1.7 any koiwi (human remains) or other taonga found or uncovered by the Department of Conservation will be left untouched and Ngati Toa Rangatira informed as soon as possible to enable them to deal with the koiwi or taonga in accordance with their tikanga, subject to any procedures required by law.

2. STATEMENTS OF ASSOCIATION

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
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2: STATEMENTS OF ASSOCIATION

The statements of association of Ngati Toa Rangatira are set out below. These are statements of the particular cultural, spiritual, historical and traditional association of Ngati Toa Rangatira with identified areas.

2.1 STATEMENTS OF ASSOCIATION

Clause 5.35

2.1: STATEMENTS OF ASSOCIATION

Balance of Mana Island

Te Mana o Kupe ki Aotearoa is a site of great historical and cultural significance. It was discovered by Kupe and bears his name as Te Mana o Kupe ki Aotearoa. The name refers to the ability of Kupe to cross the ocean to Aotearoa and also to commemorate his defeat of Maturangi.

Archaeological excavation has found evidence of occupation from as early as 600 years ago. Middens dating from early settlement have been uncovered with the remains of a great variety of fish species, labrids, snapper, blue cod, greenbone, leatherjacket, and moki.

Ngati Toa Rangatira have a strong historical and cultural association with this site as it was regarded as the principal kainga of Te Rangihaeata who established his claim to the island following the battle of Waiorua in 1824. The island was the site of his renowned carved whare, Kai Tangata, and the tomb of his mother Waitohi. It was also from Te Mana o Kupe ki Aotearoa that Te Rangihaeata controlled much of Ngati Toa Rangatira's maritime trading networks through harakeke harvested from the swamps of Haretaunga and Ohariu. There are a number of Ngati Toa Rangatira wāhi tapu on the island, including: pa sites; urupa; gardens; pits and middens.

The coastline of Te Mana o Kupe ki Aotearoa is predominantly rocky and steep however, in the north-east of the island, where the Waikoko stream runs down to the coast, there is a flat area and beach. This was the tauranga waka of Te Ra Makiri and was gazetted as a Landing Place Reserve in 1979.

The sheltered and flat area located past the beach was named Matakītiki by Kupe and was a site of concentrated occupation by Ngati Toa Rangatira. This area is also of particular significance as it is the site of a Ngati Toa Rangatira urupa.

Mana was, and remains, an important area for customary fishing. It is a source of koura, paua, kina and a number of finfish species including moki, terakihi, kahawai, blue cod and butterfish.

Red Rocks Scientific Reserve

Pariwhero, or Red Rocks, take their name from the time of Kupe, "pari" meaning cliff or precipice and "whero" meaning red. There are two differing stories that seek to explain the red colouration of the rocks. In the first version Kupe was gathering paua here, when one shellfish clamped his hand. He bled, and stained the rocks red. In the second Kupe's daughters, fearing their father would never return from his pursuit of Maturangi, cut themselves as an act of grief and so stained the rocks with their blood.

In the early nineteenth century Ngati Toa Rangatira established an important historical and cultural association with Pariwhero, which was linked to their wider relationship with the South Coast arising through the development of a maritime trading networks based around the Cook Strait/Te Moana o Raukawa.

The south west coast was the site of intensive harakeke harvesting activities that were a fundamental pillar of Ngati Toa Rangatira's trading economy. The area was also valued for collecting karaka berries, an important dietary resource of Ngati Toa Rangatira.

Pariwhero was an area much frequented by Ngati Toa Rangatira in early times although it was not a site of occupation. However, cultural material and taonga Maori have been discovered in the vicinity in small rock caves (now buried). In addition to the historical significance of

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
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Pariwhero, the waters around Pariwhero were, and remain, valued by Ngati Toa Rangatira as an abundant source of kaimoana including kina, koura, paua and finfish.

Ngati Toa Rangatira have always retained their connection to the area through unbroken use of the coastal area and its resources to today. The area occupies an important place in tribal traditions.

Pukerua Bay Scientific Reserve

Pukerua Bay was historically an area of concentrated Ngati Toa Rangatira settlement, and remains an area of historical and cultural significance. There were three pa located around the area known today as Pukerua Bay.

There are a number of Ngati Toa Rangatira wāhi tapu located at Pukerua Bay, including pa sites and urupa.

The Waimapihi pa complex is located at the northern end of the Taua-tapu track, which led to Taupo pa in Plimmerton. Waimapihi pa became an important settlement for Ngati Toa Rangatira when the former inhabitants left the area. Ngati Toa Rangatira's connection began initially with the Amiowhenua expedition in 1819 which was followed by the Te Heke Mai Raro migration of 1822. In the early nineteenth century the pa was occupied by Te Hiko, son of Te Peehi Kupe, and many of his relatives. It was also known for its extensive cultivations.

In close proximity to the former Ngati Toa Rangatira settlement is an urupa which features four rows of visible tombstones. When the coastal route was under construction many graves were disinterred and the koiwi were placed in a common grave.

Located at the western end of Pukerua Railway Station was Pukerua Pa, an important fortified settlement. The pa was constructed by Te Hiko following the battle of Kuititanga in 1839. Another Ngati Toa Rangatira pa site was Wairaka pa. This pa was also constructed by Te Hiko. There are a series of urupa associated with Wairaka pa located along the ridgeline at Te Hau Kopua.

Archaeological remains, including terraces and middens, have been identified at both Pukerua pa and Wairaka pa.

Pukerua Bay was traditionally a significant mahinga kai, and a source of paua, kina and koura. Ngati Toa Rangatira, as kaitiaki of Pukerua Bay, with the support of the local community, have established mechanisms founded in our tikanga to protect the marine environment.

Oteranga Bay Marginal Strip

Oteranga Bay is historically and culturally significant to Ngati Toa Rangatira as it is the site of a Ngati Toa Rangatira urupa which is the final resting place of Horomona Matakape. Horomona Matakape was a grandson of Nohorua and cousin to both Hohepa Tamaihengia and Rawiri Puaha with whom he was also a partner in a schooner (named "The Brothers") built by the renowned whaler and trader, Joseph Thoms and his sons, George and Thomas. Joseph Thoms married Te Uatorikiriki, who was a daughter of Nohorua, the Ngati Toa Rangatira Tohunga and half brother of Te Rauparaha. Thoms and sons built the schooner originally for themselves (hence the name "Brothers") to trade in the Cook Strait region and also Australia where Nohorua was known and traded as Tom Street.

According to Ngati Toa Rangatira tradition Thoms Rock commemorates the accidental grounding of "The Brothers" ship which led to the drowning of Horomona Matakape. Joseph

2.1: STATEMENTS OF ASSOCIATION

Thoms was piloting the vessel and it was this event that led the reef to be named after him. "The Brothers" was built by Joseph Thoms and sold to the brothers Rawiri Puaha, Hohepa Tamaihengia and Horomona Matekape.

The original burial site of Horomona Matakape is just north of Thoms Rock, directly inshore from the Karori Light. He remained buried there for approximately 100 years until the area was disturbed by the construction of an access road to the coast. Consequently, his remains were disinterred and relocated to the urupa at Oteranga Bay.

Ngati Toa Rangatira continue to exercise customary rights to the south west coast, including Oteranga Bay, through customary harvesting of kaimoana and the exercise of their kaitiaki role in relation to the protection and ongoing management of fisheries resources. Oteranga Bay continues to be highly valued by Ngati Toa Rangatira as an important area for customary fishing. Ngati Toa Rangatira harvests a number of finfish species from the area including moki, terakihi, kahawai, and butterfish. Koura, kina, and paua are also found here in relative abundance.

Queen Elizabeth Park

Ngati Toa Rangatira have a strong historical, cultural, and spiritual association with the area which comprises Queen Elizabeth Park. The park is located within a historic Ngati Toa Rangatira reserve and includes the two settlements of Wainui and Whareroa. The park is included in the northern end of the reserve established in 1847 for Ngati Toa Rangatira.

The area contains a number of significant Ngati Toa Rangatira wāhi tapu, including urupa and kainga. It is not uncommon for koiwi and taonga Maori to be discovered within the park. In 2006, the prow of an early waka was discovered and retrieved from the mouth of the Wainui stream. Ngati Toa Rangatira still maintain an urupa located near the Wainui stream.

Ngati Toa Rangatira made initial contact with the area during a taua in 1819. Te Rauparaha, perhaps looking to the future, instructed Te Rako, a Ngati Toa Rangatira chief, to remain in the area. However it was not until after the Battle of Waiorua in 1824 that Ngati Toa Rangatira settled the area. At that point the land was apportioned by Waitohi, sister of Te Rauparaha and mother of Te Rangihaeata, to the various Nihoputa groups for settlement. Waitohi was a highly respected and influential rangatira who played an important role in the political affairs of Ngati Toa Rangatira.

From the 1820s and 1830s the area was settled by many other iwi/hapu at the invitation of Ngati Toa Rangatira. Ngati Haumia, a hapu of Ngati Toa Rangatira, also remained in occupation of the area until the late nineteenth century.

Queen Elizabeth Park has remained an important kainga of Ngati Toa Rangatira/Ngati Haumia. Ngati Toa Rangatira currently operate the Paekakariki Camping Ground. The park is still used by members of Ngati Toa Rangatira for cultural purposes.

Whareroa Farm

Whareroa Farm is valued as an area of great historical, cultural, and spiritual significance to Ngati Toa Rangatira. It was the site of a Ngati Toa Rangatira settlement and contains a number of wāhi tapu.

Whareroa Farm takes its name from the historical site, Whareroa Pa, situated on a high dune close to the mouth of the Whareroa stream. At the foot of the pa's eastern and southern

2.1: STATEMENTS OF ASSOCIATION

approaches the steep face of the hillside was afforded extra protection by the deep stream which served as a kind of moat.

The Wainui Pa was located within a short distance from Whareroa, making the area an important cultural centre for Ngati Toa Rangatira. The small settlement of Tipapa remained occupied until about 1840 although both Whareroa and Wainui remained as important kainga for much longer.

Ngati Toa Rangatira made initial contact with the area during a taua in 1819. Te Rauparaha, perhaps looking to the future, instructed Te Rako, a Ngati Toa Rangatira chief to remain in the area which he did, covering the coastline from the South Coast to Paekakariki. However it was not until after the Battle of Waiorua in 1824 that Ngati Toa Rangatira settled the area. The land was then apportioned by Waitohi, sister of Te Rauparaha, to the various Nihoputa groups for settlement.

From the 1820s and 1830s the area was settled by many other iwi/hapu at the invitation of Ngati Toa Rangatira. Ngati Haumia, a hapu of Ngati Toa Rangatira also remained in occupation of the area until the late nineteenth century.

From early Ngati Toa Rangatira settlement, Whareroa Farm has remained an important kainga of Ngati Toa Rangatira/Ngati Haumia.

Te Onepoto Bay

Te Onepoto Bay, located on the Whitireia Peninsula, was a site of Ngati Toa Rangatira settlement. The Whitireia peninsula is of historical and cultural importance to Ngati Toa Rangatira as it contains numerous wāhi tapu and sites of significance, including urupa, kainga, pa, middens, pits, terraces and tauranga waka. There were numerous settlements along the coast at Te Onepoto, Te Kahikatoa, Te Neke, Kaiaua, Onehunga and Kaitawa. The coast of the peninsula remains an important area for the gathering of kaimoana.

Originally reserved under the 1847 Porirua Deed, the land at Whitireia was gifted to the Crown on the premise that an Anglican Mission school would be established to educate the children of Ngati Toa Rangatira. In 1850 the Crown granted the land to the Bishop of Wellington for the purpose of a school. When no school was established at Whitireia, the Crown grant was challenged by Ngati Toa Rangatira in 1877 in *Wi Parata v Bishop of Wellington*. The Supreme Court held that Ngati Toa Rangatira native title to the land was extinguished through the Crown grant, in a decision criticised and challenged by subsequent judgements.

The Whitireia Case highlights the unique historical significance of Whitireia to Ngati Toa Rangatira, including Te Onepoto Bay. The settlement at Te Onepoto was located at the western side of the entrance to the Porirua harbour, a site which had always been recognised by Maori as having considerable strategic importance. The Porirua Harbour is the northern shore of the shortest crossing of Cook Strait from the West Coast. It also lay astride the main route to Wellington. Te Rauparaha is reputed to have told Governor Grey that whoever held Paremata and Porirua Harbour controlled the northern approaches to Wellington.

Ngati Toa Rangatira almost exclusively utilised the harbour and its kaimoana resources such as cockles, mussels and finfish up until the 1950s when the government commenced large scale housing developments in the area. The harbour experienced huge development pressure from reclamation for what is now the city centre. Over the following decades, the effects of intensified land use, contamination and siltation have resulted in poor water quality and an inability to harvest kaimoana.

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Pauatahanui Wildlife Reserve

The Pauatahanui Wildlife Reserve is significant to Ngati Toa Rangatira because of their association to the entire Pauatahanui Inlet area. The Inlet is important to Ngati Toa Rangatira for cultural and historical reasons. The iwi's association with the area originates from their conquest of the greater Wellington region in the 1820s. It became a place of settlement and an important mahinga kai.

Motukaraka pā, which overlooked the inlet, was a site of extensive cultivations. The pa site was valued for its strategic importance as it was elevated, bordered by steep banks, and it projected out into the harbour far enough to command views in both directions. Te Rangihaeata set up a fighting pa beside the inlet at the point, but withdrew from it in 1845 as it was within firing distance for light gun boats. When tensions between Ngati Toa Rangatira and the Crown escalated in 1846, Te Rangihaeata moved from Mana Island to Motukaraka for a brief period, before establishing his palisaded Pa at Mataitaua. In 1846 Fort Strode was established at Motu-karaka.

Te Rangihaeata constructed Matai-taua pā, also near the inlet, as a gun-fighters pa between 1845 and 1846. It was the only pa in the region to be built specifically for this purpose and particular type of combat or defence. Fighting between Ngati Toa and the Crown occurred at the pa on 11 July 1846, but with little consequence. With the capture of Te Rauparaha, Te Rangihaeata abandoned the pa on 1 August 1846. St Albans Church (built in 1895) is now located on the site of Matai-taua Pa.

The Pauatahanui Inlet was also an important food resource and pipi and cockles could be gathered from the uncovered mud flats. Shellfish was of great importance as a food resource for the Ngati Toa Rangatira communities located around Pauatahanui and the Porirua Harbour.

Incidentally, the name Pauatahanui does not refer to paua as is often mistakenly believed, but rather takes its meaning from its shape which is similar to a large, flat, round dish.

Horokiri Wildlife Management Reserve

The Horokiri Wildlife Reserve is located within the Pauatahanui Inlet and was a site of cultural and historical significance to Ngati Toa Rangatira. The iwi's association with the area originates from their conquest of the greater Wellington region in the 1820s.

Motukaraka pā, overlooking the inlet, was a site of extensive cultivations. The pa site was valued for its strategic importance as it was elevated, bordered by steep banks, and projected out into the harbour far enough to command views in both directions. Te Rangihaeata set up a fighting pa beside the inlet at the point but withdrew from it in 1845 as it was within firing distance for light gun boats. When tensions between Ngati Toa Rangatira and the Crown escalated in 1846, Te Rangihaeata moved from Mana Island to Motukaraka for a brief period before establishing his palisaded Pa at Mataitaua. In 1846 Fort Strode was established at Motu-karaka.

Te Rangihaeata constructed Matai-taua pā, also in the vicinity of the inlet, as a gun-fighters pa between 1845 and 1846. It was the only pa in the region to be built specifically for this purpose and particular type of combat, or defence. Fighting between Ngati Toa and the Crown occurred at the pa on 11 July 1846 but, with little consequence. With the capture of Te Rauparaha, Te Rangihaeata abandoned the pa on 1 August 1846 and Crown forces entered the next day. St Albans Church (built in 1895) is now located on the site of Matai-taua Pa. The pa was described as having a double row of timber palisades, with trenches and

2.1: STATEMENTS OF ASSOCIATION

traverses across, about 80 paces long and 35 broad, in the shape of a parallel. The position was a very strong one and would have been almost impregnable without artillery.

The Horokiri Wildlife Reserve is also of significance as it is located near the beginning of the route which was used by Ngati Toa Rangatira to travel between the Hutt Valley and Porirua.

Battle Hill Farm Forest Park

Battle Hill Farm Forest Park has great historical significance to Ngati Toa Rangatira as it was the site of an important battle between Government forces and a party of Ngati Toa Rangatira and other iwi, under Te Rangihaeata, hence the name "Battle Hill".

Along with the rich history associated with the name, Battle Hill was also a site that was not settled, so was still rich with native vegetation housing native bird species such as Karearea (New Zealand Bush Falcon) and the North Island Kaka. The fauna were able to feast upon the rich offerings of the bush and iwi were also able to collect rongoa (traditional Maori medicine) from the forest.

The Te Puka and Horokiri Streams running near and through sections of the park were rich with kaiawa such as tuna and inanga and can still be fished further downstream outside of the park today.

Battle Hill is regarded as a waahi tapu site for Ngati Toa Rangatira given the ferocity of the Battle that occurred here. According to iwi tradition, Ngati Toa Rangatira lives were lost on Battle Hill during this period. These lives and the battle which Ngati Toa Rangatira participated in at this site establish a perpetual connection between Ngati Toa Rangatira and Battle Hill.

The origins for the events that took place there lie in the escalating conflict between the Crown and Māori over the ownership of Harataunga (the Hutt Valley). After several violent skirmishes between the Crown, settlers and Māori in the Hutt, the Crown decided to attack Te Rangihaeata, who they held responsible for the conflict. In 1846, Crown forces moved to the Porirua region in pursuit of Te Rangihaeata, who had built a stockaded pa at Pauatahanui named Mataitaua.

Te Rangihaeata, realising that Mataitaua pa would probably fall to the cannons of the HMS Driver, sought refuge in the dense Horokiwi forest and established a series of defences on Battle Hill. Crown forces pursued Te Rangihaeata and attacked the hill defences. Return fire from Te Rangihaeata halted the attack, killing three Government troops. Sending to Porirua for backup mortars, the government force settled into a siege and bombarded Te Rangihaeata's pa for several days not knowing that Te Rangihaeata had tricked them into believing he and his men were on one part of the hill when they were elsewhere. Eventually Te Rangihaeata decided to move north to Poroutawhao and vacated his position.

Lake Rotoiti, Nelson Lakes National Park

Lake Rotoiti is of historical and cultural significance to Ngati Toa Rangatira as the area is part of Ngati Toa Rangatira's extended rohe.

In the mid nineteenth century there were numerous Ngati Toa Rangatira settlements throughout Te Tau Ihu and the lake was a valuable resource to the iwi. Lake Rotoiti was used as a pataka kai, or food gathering place by Ngati Toa Rangatira travelling to and from the West Coast to collect and trade pounamu.

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Lake Rotoiti was a significant mahinga kai and the kakahi (a fresh-water mussel), tuna (eel), Kokopu Inanga and blue duck found in abundance at the lake were gathered by Ngati Toa Rangatira and were favourite foods of Te Rauparaha.

Lake Rotoroa, Nelson Lakes National Park

Lake Rotoroa is of historical and cultural significance to Ngati Toa Rangatira as the area is part of Ngati Toa Rangatira's extended rohe.

In the mid nineteenth century there were numerous Ngati Toa Rangatira settlements throughout Te Tau Ihu and the Lake was a valuable resource to the iwi. There are fern garden clearings on the western side of the Lake that were a site of temporary accommodation for parties travelling to resource areas and mahinga kai throughout the northern and western South Island.

Lake Rotoroa was a significant mahinga kai and the kakahi (a fresh-water mussel), Tuna (eel), Kokopu Inanga and blue duck found in abundance at the lake were favourite foods gathered by Ngati Toa Rangatira. The eels from the area are a prized delicacy.

Wairau Pa

The Wairau is of great significance to Ngati Toa Rangatira. Since the 1820s it has been one of the most important sites of Ngati Toa Rangatira occupation and settlement and is, therefore, both culturally and historically important.

It was originally captured during the Ngati Toa Rangatira invasion of Te Tau Ihu in the late 1820s with major Ngati Toa Rangatira victories taking place at Kowhai Pa and Hui waka.

The Wairau Pa, located at the mouth of the Wairau River, was rebuilt by Te Rauparaha following the southern taua. The large and imposing fortress was still standing at the time of the New Zealand Company surveys in 1843. The area of the pa has been recorded as three quarters of an acre with stockades that ran six or eight feet apart and stood 15 to 20 feet high. These were made of supplejack and manuka.

This area remains a site of historical and cultural significance to Ngati Toa Rangatira.

Chetwode Islands

The Chetwode Islands are of cultural, historical, spiritual and traditional significance to Ngati Toa Rangatira. Also known as Nukuwaiata, the Chetwode islands lie in the outer Pelorus Sound (Te Hoiere), on the edge of Te Moana o Raukawa, an area of immense cultural significance to Ngati Toa Rangatira. The Chetwode Islands are comprised of Nukuwaiata Island and Te Kakaho Island. These islands both contained settlements, Nukuwaiata pa being located at the southern end of that island. The Chetwode Islands mark the beginning of the Pelorus sound, an important area of Ngati Toa Rangatira settlement in the nineteenth century, the principal kainga being on Paruparu Island (known today as Forsyth Island).

Following the taua of 1829-1832, Ngati Toa Rangatira expanded their interests into the South Island, forging relationships with Europeans traders and whalers and trading in the natural resources of the area. During the 1830 and 1840s, there were relatively large scale flax harvesting activities being undertaken in Te Hoiere by those under the authority of Te Rauparaha.

The Pelorus Sound and Pelorus River were abundant with food resources, used intensively by

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Ngati Toa Rangatira, including both freshwater and salt water species, as well as birds. The area is still of significance to Ngati Toa Rangatira, with many waahi tapu throughout the wider Pelorus basin.

Malcolm's Bay Scenic Reserve, Arapaoa Island

Located on, and in the vicinity of, Arapaoa Island are numerous sites of cultural significance to Ngati Toa Rangatira.

Within Onaukau Bay are located three pa and kainga sites; these were the Ruapara Bay Pa, the Mokopeke Bay Pa and the Fitzgerald Bay pa. These settlements were all occupied by Ngati Toa Rangatira at various times, originally being settled following the iwi's invasion of Te Tau Ihu in the 1820s.

Te Aroha Bay, located nearby, was an important area for resources, both gathered and grown as part of cultivations. The area remains a source of finfish and shellfish. Arapaoa was also strategic in that it enabled Ngati Toa Rangatira easy access to the fisheries resources of Te Moana o Raukawa.

Okukari Pa, located in Okukari Bay, was the first pa attacked by Ngati Toa Rangatira as part of Te Rauparaha's campaign to respond to the Tukituki aruhe insult. The final outcome of the campaign was the establishment of a vast area under the mana of Ngati Toa Rangatira and their allies. Following this action the Ngati Toa Rangatira settlement of Wharehunga pa was established in Okukari Bay.

Located at Te Awaiti was the Te Awaiti whaling station. Built in 1827, it was one of the first whaling stations to be established in New Zealand. The station provided a view of the whole of Te Moana o Raukawa and was home to a large body of Ngati Toa Rangatira who, according to historical sources, had established good quality houses and stores of pigs, potatoes and flax. Te Awaiti also has cultural significance as a wāhi tapu and urupa location. Lands at Te Awaiti were given by Te Rauparaha and Te Rangihaeata to Joseph Thoms at the behest of Nohorua. A small urupa is sited on the lands and Te Ua Torikiriki, Joseph Thom's wife and Nohorua's daughter, was interred there.

Hutt River and its tributaries

The Hutt River (Te Awa Kairangi) is of historical and cultural importance to Ngati Toa Rangatira. The iwi claim an association with the Hutt River from the time of their participation in the invasion of the Hutt Valley during 1819 and 1820.

During that campaign, the taua marched around the western side of Te Whanganui a Tara, defeating the local iwi as they went. When the war party reached the Hutt River, they constructed rafts which they used to aid them in their invasion of the Hutt Valley.

Although Ngati Toa Rangatira did not remain in the area after this invasion, the Hutt River continued to be important to the iwi following their permanent migration and settlement in the lower North Island in the late 1820s and early 1830s. The relationship of Ngati Toa Rangatira to the Hutt Valley and River was not one defined by concentrated settlement and physical presence. Rather, the iwi felt their claim to the land was strong based on the powerful leadership of Te Rauparaha and Te Rangihaeata and the relationship they had with iwi residing in the Hutt Valley who had been placed there by Ngati Toa in the 1830s. For some years these iwi in the Hutt Valley paid tribute of goods such as canoes, eels and birds to Te Rauparaha and Te Rangihaeata.

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Ngati Toa Rangatira have a strong historical connection with the Hutt River and its tributaries, and the iwi consider that the river is included within their extended rohe and it is an important symbol of their interests in the Harataunga area.

Te Awa Kairangi was traditionally an area for gathering piharau, or the freshwater blind eel, as well as tuna (eel) from its tributaries. Harataunga also supported flax plantations, which were used by early Maori for trading with settlers. The River was also of great importance as it was the largest source of freshwater in the area.

The river was also an important transport route, and small waka were used along the length of Te Awa Kairangi.

Maitai River and its tributaries

The Maitai River is of cultural, historical, spiritual and traditional significance to Ngati Toa Rangatira. In the 1830s, some of Te Rauparaha's children were burned on the banks of the river while on route to Te Tai Tapu; because of this the land was declared tapu and subsequently was uninhabited by Maori at the time of European settlement. Therefore, contrary to the perception of the European colonisers, lack of settlement was not an indication of the cultural importance of the land; in fact, it remained an important site to Ngati Toa Rangatira and this was expressed in letters written to George Grey in 1851 and 1852 by a number of Ngati Toa Rangatira chiefs. Te Whatarauhi Nohorua, Rawiri Puaha, Matene Te Whiwhi, Hohepa Tamaihengia, Nopera Te Ngiha and Ropata Hurumutu, explained their claim to the land in the Nelson area, using the incident at Maitai to assert Te Rauparaha's personal interest in the region. According to the Ngati Toa Rangatira chiefs, Te Rauparaha and his children Tamihana, Aamina and their eldest brother suffered serious burns. The eldest brother and Aamina were both burned all over their heads and bodies; Tamihana was burned down one side from his arm to his leg. It was following this incident that Whakatau became a tapu area and, in the nineteenth century was not settled by Maori, but by the Pakeha.

Not all sections of the Maitai River were affected by the rahui imposed by Te Rauparaha, and the river was an important mahinga kai. Ngati Toa Rangatira had settlements in the surrounding region at Whakatu, Whakapuaka and Waimea, which utilised the eel resource of the river. Other pa in the area were the Bishop Peninsula Pa, the Ataata Point Pa and the Maori Beach Pa.

The Maitai River was historically a source of argillite, a highly valuable and useful rock used for toki (adzes) and working tools.

Wairau River, Omaka River, Ōpaoa River, and Kaituna River and their tributaries

The Wairau River is of cultural, historical, spiritual and traditional significance to Ngati Toa Rangatira. Ngati Toa Rangatira have a longstanding association with the Wairau River as the Wairau and Cloudy Bay have been important areas of Ngati Toa Rangatira settlement since the 1830s.

The Wairau was first conquered by Te Rauparaha and Te Rangihaeata in 1827; the chiefs led a taua into Te Tau Ihu in retaliation for an insult given by a chief who resided at the Wairau. According to sources, the chief had stated that Te Rauparaha was very brave and that he would like to crush his skull with a 'tukituki patu aruhe' (a fernroot pounder).

Following the initial fighting, there was no immediate settlement as the taua continued on a campaign across further lands of Te Tau Ihu. At the end of the fighting, Te Rauparaha assigned land to various hapu and the Wairau was one region which he retained for Ngati Toa

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Rangatira. It was at this time that Ngati Toa Rangatira began their more intensive settlement of the area, and by 1840 400 'Ngati Toa Rangatira' were recorded as being settled in the Wairau.

A large stockade was constructed by Te Rauparaha at the mouth of the Wairau River. According to a source in 1843, the pa was formerly very substantial; by that time the condition of the pa had begun to deteriorate. A description of the pa at 1843 gives an indication of its former size: the pa consisted of a very fine but somewhat dilapidated stockade, three-quarters of an acre of ground and a few broken and deserted whares. The posts of the stockade which were about six or eight feet apart stood from 15 to 20 feet high and upwards out of the ground. They posts were very stout and required great labour to erect. The intervals between these large posts was supplejack, whereas the posts themselves were manuka which must have been transported from a considerable distance.

The Wairau River, being a largely braided river, made the lands of the Wairau plains particularly suitable for occupation. The waterways of the Wairau provided Ngati Toa Rangatira with plentiful resources such as eel, koura, cockles, kahawai and the giant kokopu. The smaller tributaries fed into the swamp land of the lower plains of the Wairau, providing Ngati Toa Rangatira with abundant supply of wetland flora and fauna such as flax, swamp maire and kahikatea. Currently, the river, lagoons and wetlands are home to 90 species of wetland bird, 22 of New Zealand's 42 native fish species and a number of threatened wetland plants.

The resources of the Wairau River and Lagoon, combined with the resources of the sea made the Wairau plains a particularly hospitable environment. This is evidenced by the great number of wahi tapu and other sites of significance located in the region.

Te Hoiere / Pelorus River and its tributaries

The Pelorus or Te Hoiere River is a site of cultural, historical, spiritual, and traditional significance to Ngati Toa Rangatira. It was a very important waterway because it linked two areas of Ngati Toa Rangatira settlement: the Te Hoiere Sound and Tasman Bay. The access route of the valley, and particularly the river, allowed for frequent travel between the two areas, for the transportation of resources, and for communication between the people of Ngati Toa Rangatira. This gave Ngati Toa Rangatira a broader spatial relationship with the region which was vital to the maintenance of the maritime trading domain established by Te Rauparaha. The Pelorus River gave Ngati Toa Rangatira direct access to the inland of Te Tau Ihu from their coastal settlements, increasing the pool of resources from which the iwi drew sustenance.

Originally the Te Hoiere River Valley was rich in native forest and birdlife; both of which were a valuable resource to Ngati Toa Rangatira.

The river was an abundant source of tuna (eels), smelt, freshwater crayfish (koura) and whitebait (inanga), gathered extensively by Ngati Toa Rangatira.

Tuamarina River and its tributaries

The Tuamarina Stream is a site of cultural, historical, spiritual and traditional significance to Ngati Toa Rangatira. The River was located within the core rohe of Ngati Toa Rangatira in Te Tau Ihu, the centre of which was in the Wairau and Port Underwood. The Tuamarina served as a valuable resource, supplying the nearby Ngati Toa Rangatira settlements with plentiful resources such as flax, swamp maire, kahikatea and species of eel, koura, cockles, kahawai and the giant kokopu. The Tuamarina Stream linked the Marlborough Sounds with the Wairau, two areas of Ngati Toa Rangatira settlement. The access route of the valley, and

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particularly the river, allowed for frequent travel between the two areas, for the transportation of resources and trade goods, and for communication between the people of Ngati Toa Rangatira.

The Tuamarina Stream is culturally significant for other reasons however: it is the site of Te Rangihaeata's wife, Te Rongo's grave and the site of the infamous 'Wairau incident'.

Tension over the ownership of the Wairau between New Zealand Company surveyors and Ngati Toa Rangatira reached a head in June of 1843. Ngati Toa Rangatira objected to surveyors entering their land in the Wairau and, by various methods, forced the surveyors to retreat to Nelson. As a result, a party of special constables were sent to Tuamarina to arrest Te Rauparaha.

The party of special constables reached the Ngati Toa Rangatira party at the Tuamarina River on Saturday 17 June. The leaders of the party and a number of others crossed the creek and entered into a discussion with Ngati Toa Rangatira. Both Te Rauparaha and Te Rangihaeata were adamant that they would not be arrested.

The Police Magistrate then called on his party to cross the creek and arrest the chiefs. Some of the armed party moved down the bank, while the remainder stayed in position on the bank above the Tuamarina. As the men were crossing the creek a shot was fired, possibly accidentally, by one of the Europeans. The evidence of Ngati Toa Rangatira at the time, however, was that there was an order to fire, that the first shots were fired in response to this, and Maori were the first to die. At this point, both Te Rauparaha and Rawiri Puaha called on Ngati Toa Rangatira to fire. During the exchange of fire Te Rongo, the wife of Te Rangihaeata, was killed.

The party of special constables now broke and fled up the hill with Ngati Toa Rangatira chasing them. After an exchange of gunfire lasting for some minutes the decision was made to surrender and Wakefield and the others laid down their arms. By this time many of the party of special constables had escaped. Those who remained behind were killed. Tamihana Te Rauparaha wrote that his father was willing to spare the prisoners, but Te Rangihaeata was not. More Europeans escaped than were killed. Ngati Toa Rangatira then temporarily withdrew from the northern South Island, acting on the assumption that they were going to be attacked.

Buller River and its tributaries (northern portion)

The Buller River is of cultural, historical, spiritual and traditional significance to Ngati Toa Rangatira. Following the taua of 1829-1832, Ngati Toa Rangatira expanded their interests into the South Island; these interests extended at least as far south as the Buller River.

The source of Kawatiri is the Lake Rotoiti, another site of significance to Ngati Toa Rangatira. In the mid-1800's one of the valuable resources that the Kawatiri provided was gold. Maori miners, including Ngati Toa Rangatira, travelled along Kawatiri by waka to reach the more remote goldfields and also developed innovative mining methods.

Hohepa Tamaihengia of Ngati Toa Rangatira was a successful miner on the Buller goldfields. In the hope of securing a better gold price he built a beautifully modelled whale boat, which was about 30 feet long, at the Quartz Ranges, which his party sailed down the Buller River and on to Wellington.

Hohepa Tamaihenga was the son of Te Matoe and Hinekoto, both of Ngati Toa Rangatira. Hinekoto was the older half sister of Te Rauparaha. Hohepa Tamaihenga was the younger

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brother of Rawiri Puaha. Rawiri married Ria Waitohi the daughter of Te Peehi Kupe - a paramount chief of Ngati Toa Rangatira killed at Kaiapohia Pa.

Waimea River and its tributaries

The river mouth of the Waimea is located in Tasman Bay, opposite Rabbit Island. The river itself, and the surrounding area is of cultural, historical, spiritual and traditional significance to Ngati Toa Rangatira.

Ngati Toa Rangatira's association stems from the invasion by the Ngati Toa Rangatira taua into Te Tau Ihu in the 1820s. By the end of that decade, Ngati Toa Rangatira and their allies had secured rights and interests over the land in the districts of Te Tau Ihu. A further taua in 1831-1832 further secured the passing of the lands of Western Te Tau Ihu from the original inhabitants to the northern alliance. Ngati Toa Rangatira had a significant interest in the Tasman Bay area and the Waimea plains.

In the 1830s there were some scattered Ngati Toa Rangatira pa and kainga sites in the Tasman Bay area, and Te Rauparaha made frequent visits there.

At the time of the Ngati Toa Rangatira presence in Tasman Bay; the land surrounding the Waimea River was primarily covered in fern and scrub, as well as patches of swamp. Bird species and fish species were abundant in the region. The Waimea River was utilised as a travel route; and the mouth of the river used as a landing site.

Motueka River and its tributaries

The Motueka River is a site of cultural, historical, spiritual and traditional significance to Ngati Toa Rangatira.

Ngati Toa Rangatira's association stems from the invasion of the Ngati Toa Rangatira taua which set forth from the Kapiti region in the mid 1820s. A further taua in 1831-1832 further secured the passing of the lands of Western Te Tau Ihu from the original inhabitants to the northern alliance. Ngati Toa Rangatira had a significant interest in the Tasman Bay area, including Motueka and the Motueka River.

Te Whiro, a Ngati Toa Rangatira chief and younger brother of Rawiri Puaha, went to the area and died there.

In the 1830s and 1840s, the Motueka River was abundant with native bird life including, pukeko, ducks, weka, kereru and kaka. There was an extensive swamp system from which numerous species of flax could be harvested. The river itself was also of course an important mahinga kai from which tuna, inanga and koura could all be caught.

The Motueka River was an important inland route which linked Tasman Bay with the West Coast; this was an important trade route for many iwi, including Ngati Toa Rangatira, because of the valuable pounamu resources on the Western Coast. There was also an awa which linked the Wairau with Motueka via Wairoa; this was particularly important for Ngati Toa Rangatira who resided in the Wairau region.

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Te Tau Ihu coastal marine area

The Te Tau Ihu coastline is an area which has played an important role in the shaping of Ngati Toa Rangatira history and identity. While the political centre of Ngati Toa Rangatira was based in the North Island, Te Tau Ihu and the connecting link of Te Moana o Raukawa were a vital part of the iwi's rohe.

Te Moana o Raukawa was not only important as a means of transport and a rich source of various resources; it was also a political and economic asset to Ngati Toa Rangatira, as well as having great traditional and spiritual significance. The name 'Te Moana o Raukawa' has its origins in the narrative of Kupe's voyage to Aotearoa. Having followed the wheke a Muturangi from Hawaiiiki, Kupe killed the giant octopus at the entrance to Tory channel. Nga Whatu Kaiponu, The Brothers are said to be the eyes of the wheke, therefore, in order that the wheke not be reawakened, the eyes of rowers crossing the strait were always traditionally covered. This was done with kawakawa leaves, hence the original name, 'Te Moana o Raukawakawa'.

From 1829-1832 Ngati Toa Rangatira and their allies embarked upon a series of taua into Te Tau Ihu. Following the campaign, Ngati Toa Rangatira was in possession of large areas of valuable land, which they utilised in various ways: sometimes by physical occupation and cultivation of lands, but also by use of resources, maintenance of political authority and control, and by marriage to those with ancestral ties to the land.

The main areas of Ngati Toa Rangatira occupation were focused in coastal locations in Te Tau Ihu at Te Hoiere Sound, Port Underwood and the Wairau. These settlements were large and thriving. Ngati Toa Rangatira maintained ahi kaa through ongoing settlement and a degree of authority over geographical and economic resources. There were multiple smaller coastal settlements located at various locations in Golden Bay, Tasman Bay, the Marlborough Sounds and Arapaoa Island. These settlements were in some cases seasonal, or used for resource gathering, or just smaller and more isolated than the main areas of settlement.

This settlement pattern illustrates the Ngati Toa Rangatira attitude towards the coastal geography. It also illustrates their confidence in their own manawhenua and their abilities as a seafaring people. Their core zones of occupation were well-placed, both in terms of sea-travel and inland access routes via rivers and valleys, and in this way the larger settlements of Te Hoiere Sound, Port Underwood and the Wairau were all interconnected. However, via coastal and inland routes Ngati Toa Rangatira maintained connections between all of their settlements in Te Tau Ihu.

Ngati Toa Rangatira considered the sea itself to be part of their rohe hence the reason why their settlements were so widespread and numerous. They maintained interests in the Te Tau Ihu coastal area through a range of mechanisms which ranged from ongoing to more temporal settlement, and this demonstrates how Te Tau Ihu and its waters were considered a key part of their tribal rohe.

Ngati Toa Rangatira were able to utilise the sea and the coastline to gather a vast range of resources. As their settlements were predominantly coastal, this was the site of much of their day to day resource gathering. Their inland rohe provided eels, inanga, birds and other resources. From the sea and foreshore Ngati Toa Rangatira gathered kaimoana and kai ika. Species such as cod, snapper, shark, flounder, flatfish, paua, kina and mussels were plentiful and commonly a part of the peoples diet. Seabirds, such as titi were caught; and from the wetlands, flax and birdlife such as ducks, were gathered. The sea also provided rongoa (traditional medicine) in the form of kaimoana, plant life and the sea water itself.

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From a strategic perspective, the expansion of Ngati Toa Rangatira into Te Tau Ihu was a vital step in consolidating Ngati Toa Rangatira's mana throughout the Cook Strait region. The geography of Te Tau Ihu materially shaped the iwi; as coastal resources and conditions influenced their social, economic and traditional way of life. Culturally and historically, Te Tau Ihu was and, still is, of great significance to Ngati Toa Rangatira due to the vision and incredible strength of their tupuna to conquer and settle the land.

Cook Strait

Te Moana o Raukawa, the Cook Strait, is of the highest significance to Ngati Toa Rangatira. Not only does Te Moana o Raukawa have great traditional and spiritual significance, it was crucial as a political and economic asset to Ngati Toa Rangatira and important as a means of transport and a rich source of various resources.

Te Moana o Raukawa is rich in its own kawa and tikanga, folklore and stories, handed down through the generations from Maui and Kupe through to the present day. As well as having great traditional and spiritual significance, the Strait was important as a navigable route between Te Ika a Maui and Te Waka a Maui which linked these two diverse islands. Lands on both sides of the moana were usually occupied by the same iwi groupings and thus it was important for the tribes to understand its differing moods and potential dangers, and to develop seafaring capabilities to cross with safety the stretch of notoriously dangerous water.

The name 'Te Moana o Raukawa' has its origins in the narrative of Kupe's voyage to Aotearoa. Having followed Te Wheke a Muturangi from Hawaiiiki, Kupe killed the giant octopus at the entrance to the Tory channel. Nga Whatu Kaiponu (The Brothers Islands) are said to be the eyes of the wheke. So, in order that the wheke not be reawakened, the eyes of people on their maiden crossing of the straits were always covered. This tradition was called Koparetia and was undertaken so that tauhou could not gaze at the rocks as so often the sea was rough and dangerous and in this area paddlers would have to concentrate on getting the waka across the sea.

This was done with kawakawa leaves, hence the original name, 'Te Moana o Raukawakawa'.

According to Sir Maui Pomare this chant was recited to him by Aperahama of Wainui, Paekakariki, who said it was sung by a woman named Tuhupu for her husband who had sailed across Te Moana o Raukawa. The chant contains reference to the custom of koparetia.

*Ao ma uru e tauhere mai ra na runga ana mai te hiwi kei Te Tawake.
Katahi te aroha ka makuru I ahau ki te tau ra e nui ai te itinga.
Pirangi noa ake ki te kimi moutere, kia utaina au Te ihu o Te Rewarewa,
Te waka o Patutahi, e whiu ki tawhiti; kia koparetia te rerenga I Raukawa,
Kia huna iho, kei huna iho, kei kite ai Nga Whatu, kia hipa ki muri ra
Ka titiro kau, kia noho taku iti te koko ki Karauriupe [sic], nga mahi a Kupe,
I topetopea iho. Kei whea te tane i rangi ai te itinga? Mo nga riri ra,
Ka rukea ki ahau, waiho I roto nei, ka nui te ngakau -i-i-i.
Far over the western sea a cloud clings to Tawake's peak it drifts this way, it brings me
fond hope of one who's far away. Of him to whom I was betrothed while still young.
Oh, I would go with you across the swelling sea to seek some island of our own.*

*I'd seat me in Te Rewa's bows Te Patutahi's great canoe and sail so far away.
I'd bind my eyes so carefully to cross Raukawa's rolling sea least I imprudently behold
the dread crags of Nga Whatu. And when we'd safely cross the Straits and free to
gaze around again I'd see the shores of Karauriupe [sic].
The wondrous works of Kupe.*

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*Our ancestor who sailed these seas, and severed the island from the main.
But where is my loved one?
I'm left behind to mourn alone, my heart swells high with sorrow.*

Te Rau o Titapua (the feather plume of the Albatross) is said to be an island that stood at the east entrance to Te Moana o Raukawa that sank beneath the sea. This narrative ties in with the stories of how Te Whanganui a Tara (Wellington Harbour) was formed by nga taniwha Ngake and Whataitai. Ngake escaped, forming the entrance to the harbour, and as the water shallowed from what is now Wellington Harbour, Whataitai became stranded. The body of Whataitai became the hills close to the harbour entrance. The soul of Whataitai left him in the form of a bird named Te Keo. Mount Victoria is known by Maori as Tangi Te Keo or the weeping of Te Keo.

This ngeri or chant is taken from the whakapapa book of Miriama Ngapaki of Ngati Toa Rangatira who was a daughter of Horipoti Thoms.

*Ka tito au, ka tifo au, ka tito au ki a Kupe te tangata nana I hoehoe te moana
Te tangata nana I topetope te whenua. Tu ke a Kapiti, tu ke a Mana tau ke a Arapaoa
Ko nga tohu tena a taku tupuna a Kupe, nana I whakatomene Titapua,
Ka toreke I a au te whenua nei.*

*I sing I sing I sing of Kupe the man who paddled over the ocean. The man who divided
off the land. Solitary is Kapiti, separated is Mana, removed is Arapaoa. Such are the
great signs of my ancestor Kupe. It was he who caused Titapua to sink then left this
new found land.*

Te Moana o Raukawa was central to the development of Ngati Toa Rangatira's maritime trading domain. Its strategic importance became apparent to Te Rauparaha during the Amiwhehenua expedition when a trading ship was seen passing through the Strait. Te Rauparaha saw the ship from Omere, an important lookout commanding wide views over the Strait, located on the ridge above Cape Terawhiti (just north of Oteranga Bay). Te Rauparaha was advised by allied chiefs to seize these lands as the ship indicated potential access to Europeans and their technologies, particularly muskets and steel. A maritime domain which included the Straits would also bring Ngati Toa Rangatira closer to pounamu.

Following their migrations south from Kawhia in the 1820s, Ngati Toa Rangatira quickly established themselves in the Cook Strait Region. In 1824, only six years after the iwi's first taua, Amiwhehenua, into the southern North Island, a coalition of southern North Island tribes and northern South Island tribes attacked the Ngati Toa Rangatira pa at Waiorua on Kapiti Island only to be defeated by Ngati Toa Rangatira and their kinfolk of the Ngati Mango confederation.

With Kapiti Island safely under its mana Ngati Toa Rangatira was able to establish its influence over the extended Cook Strait region based on further battles with other iwi, invasions of key sites on both sides of the Cook Strait, and on its relationships with other related iwi groupings.

Tapu Te Ranga Island on Wellington's south coast is another important site to Ngati Toa Rangatira and their association with the Cook Strait region. In 1827, Ngati Toa Rangatira were part of a force that attacked Tapu Te Ranga, the last refuge of the iwi residing on the south coast. Eventually, the defending force fled around the coast to Owhiro Bay where the greenstone mere Tawhito Whenua was relinquished to Te Rangihaeata.

Widespread coastal settlements provided the iwi with access to the abundant resources of the ocean, including extensive fisheries and shellfish resources. Their coastal settlements also

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gave Ngati Toa Rangatira access to trade opportunities with early settlers. There was multiple whaling stations established within the rohe of Ngati Toa Rangatira, including on Kapiti Island, at Porirua, Mana Island, Port Underwood, Wairau and on Arapaoa Island.

Control of Te Moana o Raukawa was important to Ngati Toa Rangatira for political and economic reasons, but this was not the total extent of the significance of the lands and sea of this region. Te Moana o Raukawa could be relied upon at different parts of the seasons for its well-sheltered bays and the supplies of fish in the harbours.

Following the migration of the iwi from Kawhia, Ngati Toa Rangatira were re-established in an environment with great potential and opportunity for expansion; this allowed the iwi to revitalise their identity which was largely shaped by the material conditions of Te Moana o Raukawa.

To Ngati Toa Rangatira, Te Moana o Raukawa was never seen as a barrier to maintaining their areas of mana whenua on both sides of Cook Strait. Instead, Te Moana o Raukawa was more akin to a highway, which facilitated the transportation of resources and trade goods across Cook Strait, and enabled the development of key relationships between Ngati Toa Rangatira and their communities of interest. Thus, it has always been considered to be just as much a part of the iwi's rohe as the land upon which they settled.

Te Moana o Raukawa remains a site of immense cultural, historical, and spiritual significance to Ngati Toa Rangatira. Ngati Toa Rangatira are kaitiaki of Te Moana o Raukawa and its resources. Ngati Toa Rangatira regard Te Moana o Raukawa as one of their most significant resources. The extensive fisheries resources that exist in the strait provide for the iwi's customary fishing, and allow the iwi to manaaki manuhiri at Ngati Toa Rangatira hui.

Te Awarua-o-Porirua Harbour

Te Awarua o Porirua is of primary cultural, historical, spiritual, and traditional significance to Ngati Toa Rangatira. The harbour includes both the Pauatahanui and Onepoto arms. Ngati Toa Rangatira continue to have a very strong association with the Te Awarua o Porirua which has played a fundamental role over the generations in sustaining their physical and cultural needs, and is integral to the identity of the iwi.

Coastal settlement and the use of marine resources largely influenced the way of life of those Ngati Toa Rangatira living around the harbour. The iwi initially settled around the harbour in the early 1820s and since that time Ngati Toa Rangatira have maintained an inextricable connection to the area. Ngati Toa Rangatira, maintained control over the harbour until the mid nineteenth-century when its control was challenged by the Crown and settlers. The harbour was regarded by both Maori and Pakeha as a valuable asset. Te Rauparaha is reputed to have told Governor Grey that whoever held Paremata and Porirua Harbour controlled the northern approaches to Wellington.

Te Awarua o Parirua is the name of the taniwha who is said to live in the harbour. Te Awarua o Parirua resides near Mana and created the distinctive shape of Te Mana o Kupe ki Aotearoa (Mana Island).

A large number of Ngati Toa Rangatira settlements and sites of significance are located around Te Awarua o Porirua. Takapuwahia, where Te Hiko established his principal residence, became the most important kainga of Ngati Toa Rangatira following the detention of Te Rauparaha. By the 1850s, Takapuwahia had become a substantial village comprised of residences, two reed chapels and intensive cultivations of potatoes, maize, wheat and kumara. Today, Takapuwahia is the site of the iwi's Marae matua, Takapuwahia, and the location of the wharetupuna, Toa Rangatira. This is the tūrangawaewae for the iwi and continues to be a site

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of great significance to Ngati Toa Rangatira. There are three urupa associated with Takapuwahia and located nearby. These urupa reflect early Christian allegiances: Anglican, Wesleyan and Catholic. Surprisingly the largest is the Wesleyan, followed by the Catholic and then the Anglican.

Te Rauparaha's principal residence was Taupo Pa at Plimmerton at the entrance to Porirua Harbour. This was the site where Te Rauparaha was captured by the Crown. Te Rangihaeata held Matai-taua Pa, located in the inner harbour at Pauatahanui, and a whare, Kai Tangata, on Mana Island. At the mouth of the Porirua Harbour, Paremata was another site of Ngati Toa Rangatira settlement. Paremata Pa was constructed in the 1830s and was the residence of Nohorua, Te Rauparaha's older brother. Joseph Thoms, in 1835, established a shore-based whaling station at Paremata. Thoms married Nohorua's daughter, Te Ua Torikiriki, and signed the Treaty of Waitangi at the insistence of Nohorua.

At the southern entrance of Porirua Harbour lies Whitireia Peninsula. This is another area of importance containing numerous wāhi tapu including burial places, kainga, pa, middens, pits, terraces, and tauranga waka. Areas of settlement included Te Kahikatoa, Te Neke, Te Onepoto, Kaiaua, Onehunga, and Kaitawa.

Te Awarua o Porirua was an important source of food for those settlements located around or near the harbour. Shellfish was of great importance as a food resource for the Ngati Toa Rangatira communities located around Porirua Harbour. Tuangi could be gathered from the uncovered mud flats. "Nga whatu o Topeora", a sand bank named for the niece of Te Rauparaha, in the eastern arm of the harbour was mahinga kai and the site of a storehouse. Toka-a-Papa, another mahinga kai, located in the sea between Rewarewa point and Whitireia Peninsula, was a location which was valued as a source of mussels. Koura, paua and kina were in abundance around the coastal fringes. Paua were referred to as "nga whatu o Tuhaha". Cockles, mussels, and finfish were extensively collected from the harbour. Parts of the harbour are still considered an important mahinga kai to this day.

During the 1950s and 1960s, the harbour experienced huge development pressure from reclamation for what is now the city centre. Over the following decades the effects of intensified land use, contamination, and siltation, resulted in poor water quality and an inability to harvest kaimoana. Today almost a third of the Porirua arm of the harbour has been lost to reclamations.

Ngati Toa Rangatira consider themselves the kaitiaki of the harbour itself, its resources, and the countless sacred and historical sites located in the vicinity of the harbour. Because of this, and the increasing pressures on the harbour, Ngati Toa Rangatira consider it vitally important that they play a role in its ongoing protection.

Wellington Harbour (Port Nicholson)

Wellington Harbour has high cultural, historical, spiritual and traditional significance to Ngati Toa Rangatira.

A well known narrative tells of how Wellington harbour was formed by nga taniwha Ngake and Whataitai. Ngake escaped, forming the entrance to the harbour and, as the water shallowed from what is now Wellington Harbour, Whataitai became stranded. The body of Whataitai became the hills close to the harbour entrance. The soul of Whataitai left him in the form of a bird named Te Keo. Mount Victoria is known by Maori as Tangi Te Keo or the weeping of Te Keo.

2.2: STATEMENT OF COASTAL VALUES

Ngati Toa Rangatira's claim to the Wellington Harbour region is primarily based upon their early invasion of the region during the 1820s and their political and military influence, rather than occupation. Ngati Toa Rangatira also traded with the settler community at Wellington and sent produce to Wellington by sea.

Harataunga was an important source of large trees suitable for the construction of waka. These waka were fashioned in the area and tested in Te Whanganui a Tara. Te Whanganui a Tara was also important in conjunction with the Hutt River as access to and from Porirua and the developing Wellington town.

The Harbour is also an important source of kai moana.

Thoms Rock / Tokahaere

Tokahaere (Thoms' rock) is of cultural, historical, spiritual and traditional significance to Ngati Toa Rangatira.

The original name 'Tokahaere' can be translated as 'arrival rock' or 'farewell rock', indicating it may have been used as a navigation marker on canoe trips across Te Moana o Raukawa. However traditional Maori sources claim the reef is named after Tokahaere, one of the daughters of Kupe. Toka Haere was considered to be a toka tupua, or 'demon rock' as it was thought that the rock could change position.

The later name 'Thoms' Rock' itself gives an indication of the Ngati Toa Rangatira influence over the south west coast and Wellington coastal region. The rock was named after Joseph Thoms, husband of Te Ua Torikiriki, a daughter of Watarauhi Nohorua, who was an elder half-brother of Te Rauparaha. Joseph Thoms, with his sons Hori and Tametame, built and operated the Three Brothers, a trading vessel which was based in the Wellington region. The boat was owned by Rawiri Puaha, Hohepa Tamaihengia and Horomona Matakape, who is buried at Oteranga Bay.

According to Ngati Toa Rangatira tradition, the naming of Thoms' Rock commemorates the event which led to the death of Horomona Matakape. The Three Brothers vessel smashed into the reef traditionally known as Toka Haere, resulting in Matakape's drowning. Just north of Thoms' Rock, directly inshore from the Karori Light, is the original burial site of Horomona Matakape. He remained buried there for approximately 100 years until the area was disturbed by the construction of an access road to the coast. Consequently, his remains were disinterred and relocated to the urupa at Oteranga Bay.

Kapukapuariki Rocks

The Kapukapuariki rocks are of cultural, historical, spiritual and traditional significance to Ngati Toa Rangatira.

Kapukapuariki rocks are located at the southern end of Paekakariki beach. Paripari Pa was located on the steep slopes above the Kapukapuariki rocks; and two other pa were situated close to the reef, at Whareroa and Wainui. The Wainui pa was the residence of Ngati Toa Rangatira chief Ropata Hurumutu. Ropata Hurumutu had moved from Kapiti to take up permanent residence at Wainui shortly after the Battle of Haowhenua in 1835. Prior to the battle at Waiorua, a group of Ngati Toa Rangatira were ambushed while gathering kaimoana from the rocks and several Ngati Toa Rangatira were killed.

The Rocks were an important source of kaimoana, particularly mussels. This reef continues to be highly valued by Ngati Toa Rangatira as one of the few reliable sources of kukutai or

2.2: STATEMENT OF COASTAL VALUES

mussels still used by the iwi for customary purposes. Kapukapuariki is just outside of the northern boundary of the marine rahui established by Ngati Toa Rangatira at Pukerua Bay. Ngati Toa Rangatira, as kaitiaki of this area, with the support of the community have established mechanisms founded in tikanga to protect the marine environment.

Toka-a-Papa Reef

The Toka a Papa reef is of cultural and traditional significance to Ngati Toa Rangatira. The reef is located in the sea between Te Rewarewa Point and Whitireia Peninsula and marks the mouth of Te Awarua o Porirua (Porirua harbour).

This harbour is of primary cultural, historical, spiritual, and traditional significance to Ngati Toa Rangatira, and has played a fundamental role in shaping the culture, spirituality and identity of the iwi.

The iwi initially settled around the harbour in the early 1820s and, since that time, Ngati Toa Rangatira have maintained continuous occupation in the area. A large number of Ngati Toa Rangatira settlements and sites of significance are located around Te Awarua o Porirua. From the earliest times the harbour and its reefs and sand bars were an important source of food and other resources for those settlements located around or near the harbour.

Toka a Papa, is located near to the Ngati Toa Rangatira settlements at Hongoeka, Onehunga and Taupo pa. It is a mahinga kai, valued as a source of mussels (kukutai).

Tawhitikuri / Goat Point

Tawhiti Kuri rocks (considered to be tapu rocks) are of cultural and traditional significance to Ngati Toa Rangatira.

The rocky point north of Taupo pa was originally called Tawhiti Kuri, and is located in a region of intensive coastal occupation which goes back many generations. The area onshore contains many middens and signs of early occupation. The point was the tohu, or boundary mark, of the Taupo land block considered to be Te Rauparaha's Pou. This was a pou herenga kingitanga site, meaning that it served as a physical expression of Ngati Toa Rangatira's allegiance to the Kingitanga movement.

The point and Taupo Pa was the start of the Ngati Toa Rangatira Tawa Tapu track to Pukerua.

While much of the onshore reef was destroyed when State Highway One and the rail corridor went through Mana, the site remains very important to Ngati Toa Rangatira. A number of significant heritage and archaeological features remain in the close vicinity, including Taupo Pa, and Ngati Toa Rangatira Domain at Paremata.

3. DEEDS OF RECOGNITION

Clause 5.41

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

3: DEEDS OF RECOGNITION

THIS DEED is made by **THE CROWN** acting by the Minister of Conservation and the Director-General of Conservation, who agree as follows:

1. INTRODUCTION

1.1 The Crown has granted this deed as part of the redress under a deed of settlement with:

1.1.1 Ngati Toa Rangatira; and

1.1.2 the Toa Rangatira Trust (the governance entity).

2. STATEMENTS OF ASSOCIATION

2.1 In the deed of settlement, Ngati Toa Rangatira made statements of their particular cultural, spiritual, historical and traditional association with the following areas (the statutory areas):

2.1.1 Balance of Mana Island (as shown on deed plan OTS-068-28);

2.1.2 Red Rocks Scientific Reserve (as shown on deed plan OTS-068-29);

2.1.3 Pukerua Bay Scientific Reserve (as shown on deed plan OTS-068-30);

2.1.4 Pauatahanui Wildlife Reserve (as shown on deed plan OTS-068-31);

2.1.5 Horokiri Wildlife Management Reserve (as shown on deed plan OTS-068-32);

2.1.6 Lake Rotoiti, Nelson Lakes National Park (as shown on deed plan OTS-068-33);

2.1.7 Lake Rotoroa, Nelson Lakes National Park (as shown on deed plan OTS-068-34);

2.1.8 Wairau Pa (as shown on deed plan OTS-068-35);

2.1.9 Chetwode Islands (as shown on deed plan OTS-068-36);

2.1.10 Malcolm's Bay Scenic Reserve, Arapaoa Island (as shown on deed plan OTS-068-37);

2.1.11 Hutt River and its tributaries (as shown on deed plan OTS-068-45);

2.1.12 Maitai River and its tributaries (as shown on deed plan OTS-068-46);

2.1.13 Wairau River, Omaka River, Ōpaoa River and Kaituna River and their tributaries (as shown on deed plan OTS-068-47);

2.1.14 Te Hoiere / Pelorus River and its tributaries (as shown on deed plan OTS-068-48);

2.1.15 Tuamarina River and its tributaries (as shown on deed plan OTS-068-49);

2.1.16 Buller River and its tributaries (northern portion) (as shown on deed plan OTS-068-50);

NGATI TOA RANGATIRA DEED OF SETTLEMENT
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3: DEEDS OF RECOGNITION

2.1.17 Waimea River and its tributaries (as shown on deed plan OTS-068-58); and

2.1.18 Motueka River and its tributaries (as shown on deed plan OTS-068-59).

2.2 Those statements of association are:

2.2.1 in the documents schedule to the deed of settlement; and

2.2.2 copied, for ease of reference, in the schedule to this deed.

2.3 The Crown has acknowledged the statements of association in the **[name]** Act **[year]**, being the settlement legislation that gives effect to the deed of settlement.

3. CONSULTATION

3.1 The Minister of Conservation and the Director-General of Conservation must, if undertaking an activity specified in clause 3.2 in relation to a statutory area, consult and have regard to the views of the governance entity concerning the association of Ngati Toa Rangatira with that statutory area as described in a statement of association.

3.2 Clause 3.1 applies to the following activities (the identified conservation activities):

3.2.1 preparing a conservation management strategy, or a conservation management plan, under the Conservation Act 1987 or the Reserves Act 1977; or

3.2.2 preparing a national park management plan under the National Parks Act 1980; or

3.2.3 preparing a non-statutory plan, strategy, programme, or survey in relation to a statutory area that is not a river for any of the following purposes:

(a) to identify and protect wildlife or indigenous plants; or

(b) to eradicate pests, weeds, or introduced species; or

(c) to assess current and future visitor activities; or

(d) to identify the appropriate number and type of concessions; or

3.2.4 preparing a non-statutory plan, strategy, or programme to protect and manage a statutory area that is a river; or

3.2.5 locating or constructing structures, signs, or tracks.

3.3 The Minister and the Director-General of Conservation must, when consulting the governance entity under clause 3.1, provide the governance entity with sufficient information to make informed decisions.

4. LIMITS

4.1 This deed:

4.1.1 relates only to the part or parts of a statutory area owned and managed by the Crown; and

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

3: DEEDS OF RECOGNITION

- 4.1.2 does not require the Crown to undertake, increase, or resume any identified conservation activity; and
- 4.1.3 does not prevent the Crown from not undertaking, or ceasing to undertake, any identified conservation activity; and
- 4.1.4 is subject to the settlement legislation.

5. TERMINATION

- 5.1 This deed terminates in respect of a statutory area, or part of it, if:
 - 5.1.1 the governance entity and the Minister of Conservation and Director-General of Conservation agree in writing; or
 - 5.1.2 the relevant area is disposed of by the Crown; or
 - 5.1.3 responsibility for the identified conservation activities in relation to the relevant area is transferred from the Minister or the Director-General of Conservation to another Minister or Crown official.
- 5.2 If this deed terminates under clause 5.1.3 in relation to an area, the Crown will take reasonable steps to ensure the governance entity continues to have input into the activities referred to in clause 3.2 in relation to or within the area concerned through negotiation with the new person or official within the Crown that is responsible for those activities.

6. NOTICES

- 6.1 Notices to the governance entity and the Crown are to be given under this deed in accordance with part 5 of the general matters schedule to the deed of settlement, except that the Crown's address where notices are to be given is:

Area Manager
Department of Conservation - Whare Kaupapa Atawhai
18-32 Manners Street
Wellington 6143.

7. AMENDMENT

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

8. NO ASSIGNMENT

- 8.1 The governance entity may not assign its rights or obligations under this deed.

9. DEFINITIONS

- 9.1 In this deed:

concession has the meaning given to it in section 2 of the Conservation Act 1987; and

Crown means the Sovereign in right of New Zealand and includes, where appropriate, the Ministers and Departments of the Crown that are involved in, or bound by the terms

3: DEEDS OF RECOGNITION

of the deed of settlement to participate in, any aspect of the redress under the deed of;
and

deed means this deed of recognition as it may be amended from time to time; and

deed of settlement means the deed of settlement dated [**date**] between Ngati Toa Rangatira, the governance entity and the Crown; and

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

governance entity means the Toa Rangatira Trust [**details**]; and

identified conservation activities means the activities specified in clause 3.2; and

Minister means the Minister of Conservation; and

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

Ngati Toa Rangatira has the meaning given to it by clauses 8.8 and 8.9 of the deed of settlement; and

settlement legislation means the Act referred to in clause 2.3; and

statement of association means the statements in part 3 of the documents schedule to the deed of settlement and copied, for ease of reference, in the schedule to this deed; and

statutory area means an area referred to in clause 2.1, the general location of which is indicated on the deed plan referred to in relation to that area (but which does not establish the precise boundaries of the statutory area); and

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

10. INTERPRETATION

10.1 The provisions of this clause 10 apply to this deed's interpretation unless the context requires otherwise.

10.2 Headings do not affect the interpretation.

10.3 Terms defined by:

10.3.1 this deed have those meanings; and

10.3.2 the deed of settlement, or the settlement legislation, but not by this deed, have those meanings where used in this deed.

10.4 All parts of speech and grammatical forms of a defined word or expression have corresponding meanings.

NGATI TOA RANGATIRA DEED OF SETTLEMENT
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3: DEEDS OF RECOGNITION

- 10.5 The singular includes the plural and vice versa.
- 10.6 One gender includes the other genders.
- 10.7 Something, that must or may be done on a day that is not a business day, must or may be done on the next day.
- 10.8 A reference to:
- 10.8.1 this deed or any other document means this deed or that document as amended, novated or replaced; and
 - 10.8.2 legislation is to that legislation as amended, consolidated, or substituted.
- 10.9 If there is an inconsistency between this deed and the deed of settlement, the deed of settlement prevails.

SIGNED as a deed on [*date*]

SIGNED for and on behalf of **THE CROWN**
by the Minister of Conservation
in the presence of:

Signature of Witness

Witness Name

Occupation

Address

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

3: DEEDS OF RECOGNITION

SIGNED for and on behalf of **THE CROWN**
by the Director-General of Conservation
in the presence of:

Signature of Witness

Witness Name

Occupation

Address

3: DEEDS OF RECOGNITION

Schedule
Statements of Association

Balance of Mana Island (as shown on deed plan OTS-068-28);

Te Mana o Kupe ki Aotearoa is a site of great historical and cultural significance. It was discovered by Kupe and bears his name as Te Mana o Kupe ki Aotearoa. The name refers to the ability of Kupe to cross the ocean to Aotearoa and also to commemorate his defeat of Muturangi.

Archaeological excavation has found evidence of occupation from as early as 600 years ago. Middens dating from early settlement have been uncovered with the remains of a great variety of fish species, labrids, snapper, blue cod, greenbone, leatherjacket, and moki.

Ngati Toa Rangatira have a strong historical and cultural association with this site as it was regarded as the principal kainga of Te Rangihaeata who established his claim to the island following the battle of Waiorua in 1824. The island was the site of his renowned carved whare, Kai Tangata, and the tomb of his mother Waitohi. It was also from Te Mana o Kupe ki Aotearoa that Te Rangihaeata controlled much of Ngati Toa Rangatira's maritime trading domain through harakeke harvested from the swamps of Haretaunga and Ohariu. There are a number of Ngati Toa Rangatira wāhi tapu on the island, including: pa sites; urupa; gardens; pits and middens.

The coastline of Te Mana o Kupe ki Aotearoa is predominantly rocky and steep however, in the north-east of the island, where the Waikoko stream runs down to the coast, there is a flat area and beach. This was the tauranga waka of Te Ra Makiri and was gazetted as a Landing Place Reserve in 1979.

The sheltered and flat area located past the beach was named Matakītaki by Kupe and was a site of concentrated occupation by Ngati Toa Rangatira. This area is also of particular significance as it is the site of a Ngati Toa Rangatira urupa.

Mana was, and remains, an important area for customary fishing. It is a source of koura, paua, kina and a number of finfish species including moki, terakihi, kahawai, blue cod and butterfish.

Red Rocks Scientific Reserve (as shown on deed plan OTS-068-29);

Pariwhero, or Red Rocks, take their name from the time of Kupe, "pari" meaning cliff or precipice and "whero" meaning red. There are two differing stories that seek to explain the red colouration of the rocks. In the first version Kupe was gathering paua here, when one shellfish clamped his hand. He bled, and stained the rocks red. In the second Kupe's daughters, fearing their father would never return from his pursuit of Muturangi, cut themselves as an act of grief and so stained the rocks with their blood.

In the early nineteenth century Ngati Toa Rangatira established an important historical and cultural association with Pariwhero, which was linked to their wider relationship with the South Coast arising through the development of a maritime trading networks based around the Cook Strait/Te Moana o Raukawa.

The south west coast was the site of intensive harakeke harvesting activities that were a fundamental pillar of Ngati Toa Rangatira's trading economy. The area was also valued for collecting karaka berries, an important dietary resource of Ngati Toa Rangatira.

NGATI TOA RANGATIRA DEED OF SETTLEMENT
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3: DEEDS OF RECOGNITION

Pariwhero was an area much frequented by Ngati Toa Rangatira in early times although it was not a site of occupation. However, cultural material and taonga Maori have been discovered in the vicinity in small rock caves (now buried). In addition to the historical significance of Pariwhero, the waters around Pariwhero were, and remain, valued by Ngati Toa Rangatira as an abundant source of kaimoana including kina, koura, paua and finfish.

Ngati Toa Rangatira have always retained their connection to the area through unbroken use of the coastal area and its resources to today. The area occupies an important place in tribal traditions.

Pukerua Bay Scientific Reserve (as shown on deed plan OTS-068-30);

Pukerua Bay was historically an area of concentrated Ngati Toa Rangatira settlement, and remains an area of historical and cultural significance. There were three pa located around the area known today as Pukerua Bay.

There are a number of Ngati Toa Rangatira wāhi tapu located at Pukerua Bay, including pa sites and urupa.

The Waimapihi pa complex is located at the northern end of the Taua-tapu track, which led to Taupo pa in Plimmerton. Waimapihi pa became an important settlement for Ngati Toa Rangatira when the former inhabitants left the area. Ngati Toa Rangatira's connection began initially with the Amiowhenua expedition in 1819 which was followed by the Te Heke Mai Raro migration of 1822. In the early nineteenth century the pa was occupied by Te Hiko, son of Te Peehi Kupe, and many of his relatives. It was also known for its extensive cultivations.

In close proximity to the former Ngati Toa Rangatira settlement is an urupa which features four rows of visible tombstones. When the coastal route was under construction many graves were disinterred and the koiwi were placed in a common grave.

Located at the western end of Pukerua Railway Station was Pukerua Pa, an important fortified settlement. The pa was constructed by Te Hiko following the battle of Kuititanga in 1839. Another Ngati Toa Rangatira pa site was Wairaka pa. This pa was also constructed by Te Hiko. There are a series of urupa associated with Wairaka pa located along the ridgeline at Te Hau Kopua.

Archaeological remains, including terraces and middens, have been identified at both Pukerua pa and Wairaka pa.

Pukerua Bay was traditionally a significant mahinga kai, and a source of paua, kina and koura. Ngati Toa Rangatira, as kaitiaki of Pukerua Bay, with the support of the local community, have established mechanisms founded in our tikanga to protect the marine environment.

Pauatahanui Wildlife Reserve (as shown on deed plan OTS-068-31);

The Pauatahanui Wildlife Reserve is significant to Ngati Toa Rangatira because of their association to the entire Pauatahanui Inlet area. The Inlet is important to Ngati Toa Rangatira for cultural and historical reasons. The iwi's association with the area originates from their conquest of the greater Wellington region in the 1820s. It became a place of settlement and an important mahinga kai.

Motukaraka pā, which overlooked the inlet, was a site of extensive cultivations. The pa site was valued for its strategic importance as it was elevated, bordered by steep banks, and it projected out into the harbour far enough to command views in both directions.

3: DEEDS OF RECOGNITION

Te Rangihaeata set up a fighting pa beside the inlet at the point, but withdrew from it in 1845 as it was within firing distance for light gun boats. When tensions between Ngati Toa Rangatira and the Crown escalated in 1846, Te Rangihaeata moved from Mana Island to Motukaraka for a brief period, before establishing his palisaded Pa at Mataitaua. In 1846 Fort Strode was established at Motu-karaka.

Te Rangihaeata constructed Matai-taua pā, also near the inlet, as a gun-fighters pa between 1845 and 1846. It was the only pa in the region to be built specifically for this purpose and particular type of combat or defence. Fighting between Ngati Toa and the Crown occurred at the pa on 11 July 1846, but with little consequence. With the capture of Te Rauparaha, Te Rangihaeata abandoned the pa on 1 August 1846. St Albans Church (built in 1895) is now located on the site of Matai-taua Pa.

The Pauatahanui Inlet was also an important food resource and pipi and cockles could be gathered from the uncovered mud flats. Shellfish was of great importance as a food resource for the Ngati Toa Rangatira communities located around Pauatahanui and the Porirua Harbour.

Incidentally, the name Pauatahanui does not refer to paua as is often mistakenly believed, but rather takes its meaning from its shape which is similar to a large, flat, round dish.

Horokiri Wildlife Management Reserve (as shown on deed plan OTS-068-32);

The Horokiri Wildlife Reserve is located within the Pauatahanui Inlet and was a site of cultural and historical significance to Ngati Toa Rangatira. The iwi's association with the area originates from their conquest of the greater Wellington region in the 1820s.

Motukaraka pā, overlooking the inlet, was a site of extensive cultivations. The pa site was valued for its strategic importance as it was elevated, bordered by steep banks, and projected out into the harbour far enough to command views in both directions. Te Rangihaeata set up a fighting pa beside the inlet at the point but withdrew from it in 1845 as it was within firing distance for light gun boats. When tensions between Ngati Toa Rangatira and the Crown escalated in 1846, Te Rangihaeata moved from Mana Island to Motukaraka for a brief period before establishing his palisaded Pa at Mataitaua. In 1846 Fort Strode was established at Motu-karaka.

Te Rangihaeata constructed Matai-taua pā, also in the vicinity of the inlet, as a gun-fighters pa between 1845 and 1846. It was the only pa in the region to be built specifically for this purpose and particular type of combat, or defence. Fighting between Ngati Toa and the Crown occurred at the pa on 11 July 1846 but, with little consequence. With the capture of Te Rauparaha, Te Rangihaeata abandoned the pa on 1 August 1846 and Crown forces entered the next day. St Albans Church (built in 1895) is now located on the site of Matai-taua Pa. The pa was described as having a double row of timber palisades, with trenches and traverses across, about 80 paces long and 35 broad, in the shape of a parallel. The position was a very strong one and would have been almost impregnable without artillery.

The Horokiri Wildlife Reserve is also of significance as it is located near the beginning of the route which was used by Ngati Toa Rangatira to travel between the Hutt Valley and Porirua.

Lake Rotoiti, Nelson Lakes National Park (as shown on deed plan OTS-068-33);

Lake Rotoiti is of historical and cultural significance to Ngati Toa Rangatira as the area is part of Ngati Toa Rangatira's extended rohe.

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
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3: DEEDS OF RECOGNITION

In the mid nineteenth century there were numerous Ngati Toa Rangatira settlements throughout Te Tau Ihu and the lake was a valuable resource to the iwi. Lake Rotoiti was used as a pataka kai, or food gathering place by Ngati Toa Rangatira travelling to and from the West Coast to collect and trade pounamu.

Lake Rotoiti was a significant mahinga kai and the kakahi (a fresh-water mussel), tuna (eel), Kokopu Inanga and blue duck found in abundance at the lake were gathered by Ngati Toa Rangatira and were favourite foods of Te Rauparaha

Lake Rotoroa, Nelson Lakes National Park (as shown on deed plan OTS-068-34);

Lake Rotoroa is of historical and cultural significance to Ngati Toa Rangatira as the area is part of Ngati Toa Rangatira's extended rohe.

In the mid nineteenth century there were numerous Ngati Toa Rangatira settlements throughout Te Tau Ihu and the Lake was a valuable resource to the iwi. There are fern garden clearings on the western side of the Lake that were a site of temporary accommodation for parties travelling to resource areas and mahinga kai throughout the northern and western South Island.

Lake Rotoroa was a significant mahinga kai and the kakahi (a fresh-water mussel), Tuna (eel), Kokopu Inanga and blue duck found in abundance at the lake were favourite foods gathered by Ngati Toa Rangatira. The eels from the area are a prized delicacy.

Wairau Pa (as shown on deed plan OTS-068-35);

The Wairau is of great significance to Ngati Toa Rangatira. Since the 1820s it has been one of the most important sites of Ngati Toa Rangatira occupation and settlement and is, therefore, both culturally and historically important.

It was originally captured during the Ngati Toa Rangatira invasion of Te Tau Ihu in the late 1820s with major Ngati Toa Rangatira victories taking place at Kowhai Pa and Hui waka.

The Wairau Pa, located at the mouth of the Wairau River, was rebuilt by Te Rauparaha following the southern taua. The large and imposing fortress was still standing at the time of the New Zealand Company surveys in 1843. The area of the pa has been recorded as three quarters of an acre with stockades that ran six or eight feet apart and stood 15 to 20 feet high. These were made of supplejack and manuka.

This area remains a site of historical and cultural significance to Ngati Toa Rangatira.

Chetwode Islands (as shown on deed plan OTS-068-36);

The Chetwode Islands are of cultural, historical, spiritual and traditional significance to Ngati Toa Rangatira. Also known as Nukuwaiata, the Chetwode Islands lie in the outer Pelorus Sound (Te Hoiere), on the edge of Te Moana o Raukawa, an area of immense cultural significance to Ngati Toa Rangatira. The Chetwode Islands are comprised of Nukuwaiata Island and Te Kakaho Island. These islands both contained settlements, Nukuwaiata pa being located at the southern end of that island. The Chetwode islands mark the beginning of the Pelorus sound, an important area of Ngati Toa Rangatira settlement in the nineteenth century, the principal kainga being on Paruparu Island (known today as Forsyth Island).

Following the taua of 1829-1832, Ngati Toa Rangatira expanded their interests into the South Island, forging relationships with Europeans traders and whalers and trading in the natural

NGATI TOA RANGATIRA DEED OF SETTLEMENT
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3: DEEDS OF RECOGNITION

resources of the area. During the 1830 and 1840s, there were relatively large scale flax harvesting activities being undertaken in Te Hoiere by those under the authority of Te Rauparaha.

The Pelorus Sound and Pelorus River were abundant with food resources, used intensively by Ngati Toa Rangatira, including both freshwater and salt water species, as well as birds. The area is still of significance to Ngati Toa Rangatira, with many waahi tapu throughout the wider Pelorus basin.

Malcolm's Bay Scenic Reserve, Arapaoa Island (as shown on deed plan OTS-068-37);

Located on, and in the vicinity of, Arapaoa Island are numerous sites of cultural significance to Ngati Toa Rangatira.

Within Onaukau Bay are located three pa and kainga sites; these were the Ruapara Bay Pa, the Mokopeke Bay Pa and the Fitzgerald Bay pa. These settlements were all occupied by Ngati Toa Rangatira at various times, originally being settled following the iwi's invasion of Te Tau Ihu in the 1820s.

Te Aroha Bay, located nearby, was an important area for resources, both gathered and grown as part of cultivations. The area remains a source of finfish and shellfish. Arapaoa was also strategic in that it enabled Ngati Toa Rangatira easy access to the fisheries resources of Te Moana o Raukawa.

Okukari Pa, located in Okukari Bay, was the first pa attacked by Ngati Toa Rangatira as part of Te Rauparaha's campaign to respond to the Tukituki aruhe insult. The final outcome of the campaign was the establishment of a vast area under the mana of Ngati Toa Rangatira and their allies. Following this action the Ngati Toa Rangatira settlement of Wharehunga pa was established in Okukari Bay.

Located at Te Awaiti was the Te Awaiti whaling station. Built in 1827, it was one of the first whaling stations to be established in New Zealand. The station provided a view of the whole of Te Moana o Raukawa and was home to a large body of Ngati Toa Rangatira who, according to historical sources, had established good quality houses and stores of pigs, potatoes and flax. Te Awaiti also has cultural significance as a wāhi tapu and urupa location. Lands at Te Awaiti were given by Te Rauparaha and Te Rangihaeata to Joseph Thoms at the behest of Nohorua. A small urupa is sited on the lands and Te Ua Torikiriki, Joseph Thom's wife and Nohorua's daughter, was interred there.

Hutt River and its tributaries (as shown on deed plan OTS-068-45);

The Hutt River (Te Awa Kairangi) is of historical and cultural importance to Ngati Toa Rangatira. The iwi claim an association with the Hutt River from the time of their participation in the invasion of the Hutt Valley during 1819 and 1820.

During that campaign, the taua marched around the western side of Te Whanganui a Tara, defeating the local iwi as they went. When the war party reached the Hutt River, they constructed rafts which they used to aid them in their invasion of the Hutt Valley.

Although Ngati Toa Rangatira did not remain in the area after this invasion, the Hutt River continued to be important to the iwi following their permanent migration and settlement in the lower North Island in the late 1820s and early 1830s. The relationship of Ngati Toa Rangatira to the Hutt Valley and River was not one defined by concentrated settlement and physical presence. Rather, the iwi felt their claim to the land was strong based on the powerful

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leadership of Te Rauparaha and Te Rangihaeata and the relationship they had with iwi residing in the Hutt Valley who had been placed there by Ngati Toa in the 1830s. For some years these iwi in the Hutt Valley paid tribute of goods such as canoes, eels and birds to Te Rauparaha and Te Rangihaeata.

Ngati Toa Rangatira have a strong historical connection with the Hutt River and its tributaries, and the iwi consider that the river is included within their extended rohe and it is an important symbol of their interests in the Harataunga area.

Te Awa Kairangi was traditionally an area for gathering piharau, or the freshwater blind eel, as well as tuna (eel) from its tributaries. Harataunga also supported flax plantations, which were used by early Maori for trading with settlers. The River was also of great importance as it was the largest source of freshwater in the area.

The river was also an important transport route, and small waka were used along the length of Te Awa Kairangi.

Maitai River and its tributaries (as shown on deed plan OTS-068-46);

The Maitai River is of cultural, historical, spiritual and traditional significance to Ngati Toa Rangatira. In the 1830s, some of Te Rauparaha's children were burned on the banks of the river while on route to Te Tai Tapu; because of this the land was declared tapu and subsequently was uninhabited by Maori at the time of European settlement. Therefore, contrary to the perception of the European colonisers, lack of settlement was not an indication of the cultural importance of the land; in fact, it remained an important site to Ngati Toa Rangatira and this was expressed in letters written to George Grey in 1851 and 1852 by a number of Ngati Toa Rangatira chiefs. Te Whatarauhi Nohorua, Rawiri Puaha, Matene Te Whiwhi, Hohepa Tamaihengia, Nopera Te Ngiha and Ropata Hurumutu, explained their claim to the land in the Nelson area, using the incident at Maitai to assert Te Rauparaha's personal interest in the region. According to the Ngati Toa Rangatira chiefs, Te Rauparaha and his children Tamihana, Aamina and their eldest brother suffered serious burns. The eldest brother and Aamina were both burned all over their heads and bodies; Tamihana was burned down one side from his arm to his leg. It was following this incident that Whakatuu became a tapu area and, in the nineteenth century was not settled by Maori, but by the Pakeha.

Not all sections of the Maitai River were affected by the rahui imposed by Te Rauparaha, and the river was an important mahinga kai. Ngati Toa Rangatira had settlements in the surrounding region at Whakatu, Whakapuaka and Waimea, which utilised the eel resource of the river. Other pa in the area were the Bishop Peninsula Pa, the Ataata Point Pa and the Maori Beach Pa.

The Maitai River was historically a source of argillite, a highly valuable and useful rock used for toki (adzes) and working tools.

Wairau River, Omaka River, Ōpaoa River and Kaituna River and their tributaries (as shown on deed plan OTS-068-47);

The Wairau River is of cultural, historical, spiritual and traditional significance to Ngati Toa Rangatira. Ngati Toa Rangatira have a longstanding association with the Wairau River as the Wairau and Cloudy Bay have been important areas of Ngati Toa Rangatira settlement since the 1830s.

The Wairau was first conquered by Te Rauparaha and Te Rangihaeata in 1827; the chiefs led a taua into Te Tau Ihu in retaliation for an insult given by a chief who resided at the Wairau.

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According to sources, the chief had stated that Te Rauparaha was very brave and that he would like to crush his skull with a 'tukituki patu aruhe' (a fernroot pounder).

Following the initial fighting, there was no immediate settlement as the taua continued on a campaign across further lands of Te Tau Ihu. At the end of the fighting, Ta Rauparaha assigned land to various hapu and the Wairau was one region which he retained for Ngati Toa Rangatira. It was at this time that Ngati Toa Rangatira began their more intensive settlement of the area, and by 1840 400 'Ngati Toa Rangatira' were recorded as being settled in the Wairau.

A large stockade was constructed by Te Rauparaha at the mouth of the Wairau River. According to a source in 1843, the pa was formerly very substantial; by that time the condition of the pa had begun to deteriorate. A description of the pa at 1843 gives an indication of its former size: the pa consisted of a very fine but somewhat dilapidated stockade, three-quarters of an acre of ground and a few broken and deserted whares. The posts of the stockade which were about six or eight feet apart stood from 15 to 20 feet high and upwards out of the ground. They posts were very stout and required great labour to erect. The intervals between these large posts was supplejack, whereas the posts themselves were manuka which must have been transported from a considerable distance.

The Wairau River, being a largely braided river, made the lands of the Wairau plains particularly suitable for occupation. The waterways of the Wairau provided Ngati Toa Rangatira with plentiful resources such as eel, koura, cockles, kahawai and the giant kokopu. The smaller tributaries fed into the swamp land of the lower plains of the Wairau, providing Ngati Toa Rangatira with abundant supply of wetland flora and fauna such as flax, swamp maire and kahikatea. Currently, the river, lagoons and wetlands are home to 90 species of wetland bird, 22 of New Zealand's 42 native fish species and a number of threatened wetland plants.

The resources of the Wairau River and Lagoon, combined with the resources of the sea made the Wairau plains a particularly hospitable environment. This is evidenced by the great number of wahi tapu and other sites of significance located in the region.

Te Hoiere / Pelorus River and its tributaries (as shown on deed plan OTS-068-48);

The Pelorus or Te Hoiere River is a site of cultural, historical, spiritual, and traditional significance to Ngati Toa Rangatira. It was a very important waterway because it linked two areas of Ngati Toa Rangatira settlement: the Te Hoiere Sound and Tasman Bay. The access route of the valley, and particularly the river, allowed for frequent travel between the two areas, for the transportation of resources, and for communication between the people of Ngati Toa Rangatira. This gave Ngati Toa Rangatira a broader spatial relationship with the region which was vital to the maintenance of the marine domain established by Te Rauparaha. The Pelorus River gave Ngati Toa Rangatira direct access to the inland of Te Tau Ihu from their coastal settlements, increasing the pool of resources from which the iwi drew sustenance.

Originally the Te Hoiere River Valley was rich in native forest and birdlife; both of which were a valuable resource to Ngati Toa Rangatira.

The river was an abundant source of tuna (eels), smelt, freshwater crayfish (koura) and whitebait (inanga), gathered extensively by Ngati Toa Rangatira.

Tuamarina River and its tributaries (as shown on deed plan OTS-068-49);

The Tuamarina Stream is a site of cultural, historical, spiritual and traditional significance to

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Ngati Toa Rangatira. The River was located within the core rohe of Ngati Toa Rangatira in Te Tau Ihu, the centre of which was in the Wairau and Port Underwood. The Tuamarina served as a valuable resource, supplying the nearby Ngati Toa Rangatira settlements with plentiful resources such as flax, swamp maire, kahikatea and species of eel, koura, cockles, kahawai and the giant kokopu. The Tuamarina Stream linked the Marlborough Sounds with the Wairau, two areas of Ngati Toa Rangatira settlement. The access route of the valley, and particularly the river, allowed for frequent travel between the two areas, for the transportation of resources and trade goods, and for communication between the people of Ngati Toa Rangatira.

The Tuamarina Stream is culturally significant for other reasons however: it is the site of Te Rangihaeata's wife, Te Rongo's grave and the site of the infamous 'Wairau incident'.

Tension over the ownership of the Wairau between New Zealand Company surveyors and Ngati Toa Rangatira reached a head in June of 1843. Ngati Toa Rangatira objected to surveyors entering their land in the Wairau and, by various methods, forced the surveyors to retreat to Nelson. As a result, a party of special constables were sent to Tuamarina to arrest Te Rauparaha.

The party of special constables reached the Ngati Toa Rangatira party at the Tuamarina River on Saturday 17 June. The leaders of the party and a number of others crossed the creek and entered into a discussion with Ngati Toa Rangatira. Both Te Rauparaha and Te Rangihaeata were adamant that they would not be arrested.

The Police Magistrate then called on his party to cross the creek and arrest the chiefs. Some of the armed party moved down the bank, while the remainder stayed in position on the bank above the Tuamarina. As the men were crossing the creek a shot was fired, possibly accidentally, by one of the Europeans. The evidence of Ngati Toa Rangatira at the time, however, was that there was an order to fire, that the first shots were fired in response to this, and Maori were the first to die. At this point, both Te Rauparaha and Rawiri Puaha called on Ngati Toa Rangatira to fire. During the exchange of fire Te Rongo, the wife of Te Rangihaeata, was killed.

The party of special constables now broke and fled up the hill with Ngati Toa Rangatira chasing them. After an exchange of gunfire lasting for some minutes the decision was made to surrender and Wakefield and the others laid down their arms. By this time many of the party of special constables had escaped. Those who remained behind were killed. Tamihana Te Rauparaha wrote that his father was willing to spare the prisoners, but Te Rangihaeata was not. More Europeans escaped than were killed. Ngati Toa Rangatira then temporarily withdrew from the northern South Island, acting on the assumption that they were going to be attacked.

Buller River and its tributaries (northern portion) (as shown on deed plan OTS-068-50);

The Buller River is of cultural, historical, spiritual and traditional significance to Ngati Toa Rangatira. Following the taua of 1829-1832, Ngati Toa Rangatira expanded their interests into the South Island; these interests extended at least as far south as the Buller River.

The source of Kawatiri is the Lake Rotoiti, another site of significance to Ngati Toa Rangatira. In the mid-1800's one of the valuable resources that the Kawatiri provided was gold. Maori miners, including Ngati Toa Rangatira, travelled along Kawatiri by waka to reach the more remote goldfields and also developed innovative mining methods.

Hohepa Tamaihengia of Ngati Toa Rangatira was a successful miner on the Buller goldfields.

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In the hope of securing a better gold price he built a beautifully modelled whale boat, which was about 30 feet long, at the Quartz Ranges, which his party sailed down the Buller River and on to Wellington.

Hohepa Tamaihenga was the son of Te Matoe and Hinekoto, both of Ngati Toa Rangatira. Hinekoto was the older half sister of Te Rauparaha. Hohepa Tamaihenga was the younger brother of Rawiri Puaha. Rawiri married Ria Waitohi the daughter of Te Peehi Kupe - a paramount chief of Ngati Toa Rangatira killed at Kaiapohia Pa.

Waimea River and its tributaries (as shown on deed plan OTS-068-58); and

The river mouth of the Waimea is located in Tasman Bay, opposite Rabbit Island. The river itself, and the surrounding area is of cultural, historical, spiritual and traditional significance to Ngati Toa Rangatira.

Ngati Toa Rangatira's association stems from the invasion by the Ngati Toa Rangatira taua into Te Tau Ihu in the 1820s. By the end of that decade, Ngati Toa Rangatira and their allies had secured rights and interests over the land in the districts of Te Tau Ihu. A further taua in 1831-1832 further secured the passing of the lands of Western Te Tau Ihu from the original inhabitants to the northern alliance. Ngati Toa Rangatira had a significant interest in the Tasman Bay area and the Waimea plains.

In the 1830s there were some scattered Ngati Toa Rangatira pa and kainga sites in the Tasman Bay area, and Te Rauparaha made frequent visits there.

At the time of the Ngati Toa Rangatira presence in Tasman Bay; the land surrounding the Waimea River was primarily covered in fern and scrub, as well as patches of swamp. Bird species and fish species were abundant in the region. The Waimea River was utilised as a travel route; and the mouth of the river used as a landing site.

Motueka River and its tributaries (as shown on deed plan OTS-068-59).

The Motueka River is a site of cultural, historical, spiritual and traditional significance to Ngati Toa Rangatira.

Ngati Toa Rangatira's association stems from the invasion of the Ngati Toa Rangatira taua which set forth from the Kapiti region in the mid 1820s. A further taua in 1831-1832 further secured the passing of the lands of Western Te Tau Ihu from the original inhabitants to the northern alliance. Ngati Toa Rangatira had a significant interest in the Tasman Bay area, including Motueka and the Motueka River.

Te Whiro, a Ngati Toa Rangatira chief and younger brother of Rawiri Puaha, went to the area and died there.

In the 1830s and 1840s, the Motueka River was abundant with native bird life including, pukeko, ducks, weka, kereru and kaka. There was an extensive swamp system from which numerous species of flax could be harvested. The river itself was also of course an important mahinga kai from which tuna, inanga and koura could all be caught.

The Motueka River was an important inland route which linked Tasman Bay with the West Coast; this was an important trade route for many iwi, including Ngati Toa Rangatira, because of the valuable pounamu resources on the Western Coast. There was also an awa which linked the Wairau with Motueka via Wairoa; this was particularly important for Ngati Toa Rangatira who resided in the Wairau region.

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3: DEEDS OF RECOGNITION

THIS DEED is made by **THE CROWN** acting by the Commissioner of Crown Lands

1 INTRODUCTION

- 1.1 The Crown has granted this deed as part of the redress under a deed of settlement with:
- 1.1.1 Ngati Toa Rangatira; and
 - 1.1.2 the Toa Rangatira Trust (the governance entity).
- 1.2 In the deed of settlement, Ngati Toa Rangatira made statements of their particular cultural, spiritual, historical, and traditional association with the following areas (the statutory areas):
- 1.2.1 Hutt River and its tributaries (as shown on deed plan OTS-068-45);
 - 1.2.2 Maitai River and its tributaries (as shown on deed plan OTS-068-46);
 - 1.2.3 Wairau River, Omaka River, Ōpaoa River and Kaituna River and their tributaries (as shown on deed plan OTS-068-47);
 - 1.2.4 Te Hoiere / Pelorus River and its tributaries (as shown on deed plan OTS-068-48);
 - 1.2.5 Tuamarina River and its tributaries (as shown on deed plan OTS-068-49);
 - 1.2.6 Buller River and its tributaries (northern portion) (as shown on deed plan OTS-068-50);
 - 1.2.7 Waimea River and its tributaries (as shown on deed plan OTS-068-58); and
 - 1.2.8 Motueka River and its tributaries (as shown on deed plan OTS-068-59).
- 1.3 Those statements of association are:
- 1.3.1 in the documents schedule to the deed of settlement; and
 - 1.3.2 copied, for ease of reference, in the schedule to this deed.
- 1.4 The Crown has acknowledged the statements of association in the [*name*] Act [*year*], being the settlement legislation that gives effect to the deed of settlement.

2 CONSULTATION

- 2.1 The Commissioner of Crown Lands will, if undertaking an activity specified in clause 2.2 in relation to a statutory area, consult and have regard to the views of the governance entity concerning the settling group's association with that statutory area as described in a statement of association.
- 2.2 Clause 2.1 applies to any of the following activities (the identified activities):
- 2.2.1 considering an application for a right of use or occupation (including renewing such a right);

- 2.2.2 preparing a plan, strategy, or programme for protection and management;
 - 2.2.3 conducting a survey to identify the number and type of users that may be appropriate;
 - 2.2.4 preparing a programme to eradicate noxious flora and fauna.
- 2.3. The Commissioner of Crown Lands must, when consulting the governance entity under clause 2.1:
- 2.3.1 provide the governance entity with sufficient information to make informed decisions, and
 - 2.3.2 inform the governance entity of an application referred to in clause 2.2.1, but may withhold commercially sensitive information and material including within, or relating to the application.

3 LIMITS

- 3.1 This deed:
- 3.1.1 relates only to the part or parts of a statutory area owned and managed by the Crown; and
 - 3.1.2 if it relates to a river or stream (including a tributary) it applies only to the bed of the river or stream, meaning the land that the waters of the river or stream cover at its fullest flow without flowing over its banks, but to avoid doubt does not apply to:
 - (a) a part of the bed of the river or stream that is not owned and managed by the Crown; or
 - (b) the bed of an artificial water course;
 - 3.1.3 does not require the Crown to undertake, increase, or resume any identified activity; and
 - 3.1.4 does not prevent the Crown from not undertaking, or ceasing to undertake, any identified activity; and
 - 3.1.5 is subject to the settlement legislation.

4 TERMINATION

- 4.1 This deed terminates in respect of a statutory area, or part of it, if:
- 4.1.1 the governance entity and the Commissioner of Crown Lands agree in writing; or
 - 4.1.2 the relevant area is disposed of by the Crown; or
 - 4.1.3 responsibility for the identified activities in relation to the relevant area is transferred from the Commissioner of Crown Lands to another Minister and/or Crown official.

- 4.2 If this deed terminates under clause 4.1.3 in relation to an area, the Crown will take reasonable steps to ensure the governance entity continues to have input into the activities referred to in clause 2.2 in relation to or within the area concerned through negotiation with the new person or official within the Crown that is responsible for those activities.

5 NOTICES

- 5.1 Notices to the governance entity and the Crown are to be given under this deed in accordance with part 5 of the general matters schedule to the deed of settlement, except that the Crown's address where notices are to be given is:

Commissioner of Crown Lands
[*address*].

6 AMENDMENT

- 6.1 This deed may be amended only by written agreement signed by the governance entity and the Commissioner of Crown Lands.

7 NO ASSIGNMENT

- 7.1 The governance entity may not assign its rights under this deed.

8 DEFINITIONS

- 8.1 In this deed:

Commissioner of Crown Lands means Her Majesty the Queen in right of New Zealand acting by and through the Commissioner of Crown Lands; and

Crown has the meaning given to it by section 2(1) of the Public Finance Act 1989; and

deed means this deed of recognition as it may be amended from time to time; and

deed of settlement means the deed of settlement dated [*date*] between Ngati Toa Rangatira, the governance entity, and the Crown; and

governance entity means the Toa Rangatira Trust [*details*]; and

identified activities means the activities specified in clause 2.2; and

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

Ngati Toa Rangatira has the meaning given to it by clauses [8.8] and 8.9 of the deed of settlement; and

settlement legislation means the Act referred to in clause 1.4; and

statement of association means the statements in part 3 of the documents schedule to the deed of settlement and copied, for ease of reference, in the schedule to this deed; and

statutory area means an area referred to in clause 1.2, the general location of which is

indicated on the deed plan referred to in relation to that area (but which does not establish the precise boundaries of the statutory area); and

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

9 INTERPRETATION

- 9.1 The provisions of this clause 9 apply to this deed's interpretation unless the context requires otherwise.
- 9.2 Headings do not affect the interpretation.
- 9.3 Terms defined by:
- 9.3.1 this deed have those meanings; and
 - 9.3.2 the deed of settlement, or the settlement legislation, but not by this deed, have those meanings where used in this deed.
- 9.4 All parts of speech and grammatical forms of a defined word or expression have corresponding meanings.
- 9.5 The singular includes the plural and vice versa.
- 9.6 One gender includes the other genders.
- 9.7 Something, that must or may be done on a day that is not a business day, must or may be done on the next business day.
- 9.8 A reference to:
- 9.8.1 this deed or any other document means this deed or that document as amended, novated or replaced; and
 - 9.8.2 legislation is to that legislation as amended, consolidated, or substituted.
- 9.9 If there is an inconsistency between this deed and the deed of settlement, the deed of settlement prevails.

NGATI TOA RANGATIRA DEED OF SETTLEMENT
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SIGNED as a deed on [*date*]

SIGNED for and on behalf of
HER MAJESTY THE QUEEN
by the Commissioner of Crown Lands
in the presence of:

Signature of Witness

Witness Name

Occupation

Address

4. ENCUMBRANCES

4.1 WAIKUTAKUTA / ROBIN HOOD BAY CONSERVATION COVENANT

Clause 5.45.3(a)

4.1: WAIKUTAKUTA / ROBIN HOOD BAY CONSERVATION COVENANT

CONSERVATION COVENANT

**Section 27 Conservation Act 1987
and
Section 77 Reserves Act 1977**

THIS DEED of COVENANT is made this _____ day of _____ 20

BETWEEN TOA RANGATIRA TRUST (the Owner)

AND MINISTER OF CONSERVATION (the Minister)

BACKGROUND

- A Section 27 of the Conservation Act 1987 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Conservation Values. Section 77 of the Reserves Act 1977 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Reserve Values
- B The Owner is the registered proprietor of the Land as a result of a Treaty settlement with the Crown in accordance with a Deed of Settlement dated [] and implemented by the [] Act [].
- C The Land contains Conservation Values and Reserve Values which the parties to the Deed of Settlement agreed should be subject to a covenant under the Conservation Act 1987 and the Reserves Act 1977 which would provide that the Land should be managed to protect those values.
- D The Owner has therefore agreed to grant the Minister a Covenant over the Land to preserve the Conservation Values and the Reserve Values.

OPERATIVE PARTS

In accordance with section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977 and with the intent that the Covenant run with the Land and bind all subsequent owners of the Land, the Owner and Minister agree as follows:

1. INTERPRETATION

1.1 In this Covenant, unless the context otherwise requires:

- "**Conservation Purposes**" means the preservation and protection of natural and historic resources including Conservation Values on the Land for the purpose of maintaining their intrinsic values, providing for their appreciation and recreational enjoyment by the public, and safeguarding the options of future generations.
- "**Conservation Values**" means the conservation values specified in Schedule 1.

4.1: WAIKUTAKUTA / ROBIN HOOD BAY CONSERVATION COVENANT

"Covenant"	means this Deed of Covenant made under section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977.
"Director-General"	means the Director-General of Conservation.
"Fence"	includes a gate
"Fire Authority"	means a fire authority as defined in the Forest and Rural Fires Act 1977.
"Land"	means the land described in Schedule 1.
"Minerals"	means any mineral that is not a Crown-owned mineral under section 2 of the Crown Minerals Act 1991.
"Minister"	means the Minister of Conservation.
"Natural Water"	includes water contained in streams the banks of which have, from time to time, been re-aligned.
"Owner"	means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.
"Reserve Values"	means any or all of the Land's natural environment, landscape amenity, wildlife, freshwater life, marine life habitat, or historic values as specified in Schedule 1.
"Working Days"	means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the Land is situated.

1.2 For avoidance of doubt:

- 1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute.
- 1.2.2 references to clauses are references to clauses in this Covenant.
- 1.2.3 references to parties are references to the Owner and the Minister.
- 1.2.4 words importing the singular number include the plural and vice versa.
- 1.2.5 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the Background. Where the parties disagree over the interpretation of anything contained in this Covenant, and seek to determine the issue, the parties must have regard to the matters contained in the Background.
- 1.2.6 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done.
- 1.2.7 words importing one gender include the other gender.
- 1.2.8 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity.

4.1: WAIKUTAKUTA / ROBIN HOOD BAY CONSERVATION COVENANT

1.2.9 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

2. OBJECTIVES OF THE COVENANT

2.1 The Land must be managed:

2.1.1 for Conservation Purposes;

2.1.2 so as to preserve the Reserves Values;

2.1.3 to provide, subject to this Covenant, freedom of access to the public for the appreciation and recreational enjoyment of the Land.

3. IMPLEMENTATION OF OBJECTIVE

3.1 Unless agreed in writing by the parties the Owner must not carry out or permit on or in relation to the Land:

3.1.1 grazing of the Land by livestock;

3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;

3.1.3 the planting of any species of exotic tree, shrub or other plant;

3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;

3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;

3.1.6 any cultivation, earth works or other soil disturbances;

3.1.7 any archaeological or other scientific research involving disturbance of the soil;

3.1.8 the damming, diverting or taking of Natural Water;

3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;

3.1.10 any other activity which might have an adverse effect on the Conservation Values or Reserve Values;

3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;

3.1.12 the erection of utility transmission lines across the Land.

4.1: WAIKUTAKUTA / ROBIN HOOD BAY CONSERVATION COVENANT

- 3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:
- 3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;
 - 3.2.2 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;
 - 3.2.3 keep the Land free from exotic tree species;
 - 3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
 - 3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;
 - 3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 5.1.2;
 - 3.2.7 comply with all requisite statutes, regulations and bylaws in relation to the Land.
- 3.3 The Owner acknowledges that:
- 3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;
 - 3.3.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.

4. PUBLIC ACCESS

- 4.1 The Owner must, subject to this Covenant, permit the public to enter upon the Land.

5. THE MINISTER'S OBLIGATION AND OTHER MATTERS

- 5.1 The Minister must:

- 5.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant.
- 5.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of the Minister, the Director-General's employees or contractors, or any member of the public exercising any of the rights conferred by this Covenant.

4.1: WAIKUTAKUTA / ROBIN HOOD BAY CONSERVATION COVENANT

5.2 The Minister may:

5.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in the objectives specified in clause 2 subject to any financial, statutory or other constraints which may apply to the Minister from time to time;

5.2.2 prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

6. JOINT OBLIGATIONS

6.1 The Owner or the Minister may, by mutual agreement, carry out any work, or activity or improvement or take any action either jointly or individually to better achieve the objectives set out in clause 2.

7. DURATION OF COVENANT

7.1 This Covenant binds the parties in perpetuity to the rights and obligations contained in it.

8. OBLIGATIONS ON SALE OF LAND

8.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant.

8.2 Such agreement must include an agreement by the purchaser, lessee, or assignee to ensure that on a subsequent sale, lease, or assignment, a subsequent purchaser, lessee, or assignee will comply with the terms of this Covenant including this clause.

8.3 If, for any reason, this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

9. CONSENTS

9.1 The Owner must obtain the consent of any mortgagees of the Land to this Covenant.

10. MISCELLANEOUS MATTERS

10.1 Rights

10.1.1 The rights granted by this Covenant are expressly declared to be in the nature of a covenant.

10.2 Trespass Act

10.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise.

4.1: WAIKUTAKUTA / ROBIN HOOD BAY CONSERVATION COVENANT

10.2.2 For avoidance of doubt the rights described in clause 10.2.1 may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

10.3 Reserves Act

10.3.1 In accordance with section 77(3) of the Reserves Act 1977 but subject to the terms and conditions set out in this Covenant, sections 93 to 105 of the Reserves Act 1977, as far as they are applicable and with the necessary modifications, apply to the Land as if the Land were a reserve.

10.4 Registration

10.4.1 This Covenant must be signed by the parties and registered against the Computer Freehold Register to the Land.

10.5 Acceptance of Covenant

10.5.1 The parties agree to be bound by the provisions of the Covenant including during the period prior to the Covenant's registration.

10.6 Fire

10.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority (as defined in the Forest and Rural Fires Act 1977) and the Minister in the event of wildfire upon or threatening the Land;

10.6.2 If the Minister is not the appropriate Fire Authority for the Land, the Minister will render assistance to the Fire Authority in suppressing the fire if:

- (a) requested to do so; or
- (b) if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977;

10.6.3 The assistance provided under clause 10.6.2 will be at no cost to the Owner unless the Owner is responsible for the wild fire through wilful action or negligence (which includes the case where the wild fire is caused by the escape of a permitted fire due to non adherence to the conditions of the permit).

11. DEFAULT

11.1 Where either the Owner or the Minister breaches any of the terms and conditions contained in this Covenant the other party:

11.1.1 may take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and

11.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.

4.1: WAIKUTAKUTA / ROBIN HOOD BAY CONSERVATION COVENANT

- 11.2 Should either the Owner or the Minister become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:
- 11.2.1 advise the defaulting party of the default;
 - 11.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and
 - 11.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

12. DISPUTE RESOLUTION PROCESSES

- 12.1 The parties acknowledge and agree that they:
- 12.1.1 wish to minimise and promptly settle any dispute which may arise;
 - 12.1.2 must make active efforts in good faith to resolve any such disputes in accordance with clause 11; and
 - 12.1.3 will give the other written notice of the dispute including a description of the main issues.
- 12.2 The following process shall be undertaken once notice is received by the other party to this Covenant:
- 12.2.1 within 15 working days of being given written notice, the relevant contact person from the Department of Conservation and the PSGE will meet to work in good faith to resolve the issue;
 - 12.2.2 if the dispute has not been resolved within 20 working days of receipt of the notice referred to in clause 12.1.3, the Director-General and the Chief Executive Officer of Ngati Toa Rangatira will meet to work in good faith to resolve the issue; and
 - 12.2.3 if the dispute has still not been resolved within 30 working days of the receipt of the notice referred to in clause 12.1.3, and where the matter is of such significance and the dispute remains outstanding despite the above process having been followed, provided it is not inconsistent with statutory obligations and both parties agree, the Minister and the Chair of the PSGE will meet to work in good faith to resolve the issue.
- 12.3 Where the dispute has not been resolved within a reasonable period of time in accordance with clause 12.2.2 or, if applicable, clause 12.2.3, then either party may require the dispute to be referred to mediation as follows:
- 12.3.1 the party requiring the dispute to be referred to mediation must provide written notice in accordance with this Covenant to the other party; and

4.1: WAIKUTAKUTA / ROBIN HOOD BAY CONSERVATION COVENANT

12.3.2 the parties will seek to agree on a mediator or mediators and should the parties fail to reach an agreement within 15 working days of the date of the notice prescribed in clause 12.1.3 above, the mediator or mediators will be appointed by the President for the time being of the New Zealand Law Society. The mediator or mediators will be:

- (a) familiar with Ngati Toa Rangatira tikanga;
- (b) familiar with tikanga based dispute resolution; and
- (c) independent of the dispute.

12.3.3 The mediator or mediators will not have the power to determine the dispute, but may offer advice of a non-binding nature.

12.3.4 The costs of the mediator or mediators will be met jointly by the parties.

12.3.5 Each party will bear its own costs in every other respect.

13. NOTICES

13.1 Any notice to be given under this Covenant by one party to the other is to be in writing and sent by personal delivery, by pre-paid post, or by facsimile addressed to the receiving party at the address or facsimile number set out in Schedule 2.

13.2 A notice given in accordance with clause 13.1 will be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of pre-paid post, on the third working day after posting;
- (c) in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

13.3 The Owner must notify the Minister of any change of ownership or control or all or any part of the Land and must supply the Minister with the name and address of the new owner or person in control.

14. SPECIAL CONDITIONS

14.1 Special conditions relating to this Covenant are set out in Schedule 3.

14.2 The standard conditions contained in this Covenant must be read subject to any special conditions.

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

4.1: WAIKUTAKUTA / ROBIN HOOD BAY CONSERVATION COVENANT

Executed as a Deed

Signed by the trustee of)
TOA RANGATIRA TRUST)
as Owner in the presence of:)

Signature of Witness

Witness Name

Occupation

Address

Signed by [])
and acting under a written delegation from)
the Minister of Conservation and exercising)
his/her powers under section 117 of the)
Reserves Act 1977 as designated)
Commissioner in the presence of:)

Signature of Witness

Witness Name

Occupation

Address

4.1: WAIKUTAKUTA / ROBIN HOOD BAY CONSERVATION COVENANT

SCHEDULE 1

Description of Land:

Marlborough Land District - Marlborough District
1.9973 hectares, more or less, being Section 2 SO 428338

Conservation Values of the Land to be protected:

The intrinsic value of the natural resources on this site, and the appreciation and recreational enjoyment that may be derived by the public from the opportunity to visit that area. This site, in the centre portion of Robin Hood Bay, is the mostly frequently used part of this popular recreational location by members of the public. The site also provides access to beach. This site is a particularly important location for a number of historic features including several well formed and preserved kumara pits.

Reserve Values of the Land to be protected:

This site forms an important part of the natural landscape at the centre of Robin Hood Bay as well as a picturesque backdrop for people accessing the beach adjacent to this site.

The site comprises undulating coastal terraces that are largely devoid of natural vegetation. The exception to this is the coastal riparian margin that is well vegetated with harakeke and other low native plants adapted to living in this harsh and windswept coastal environment. The vegetation cover that occurs at this site is an important factor in maintaining soil stability at this fragile marine-terrestrial interface.

The vegetated coastal riparian margin offers unique protection for Korora/Blue Penguin (*Eudyptula minor*) that are regularly observed coming ashore at this site.

4.1: WAIKUTAKUTA / ROBIN HOOD BAY CONSERVATION COVENANT

SCHEDULE 2

Address for Service

The address for service of the Owner is:

[Governance Entity]

The address for service of the Minister is:

(
c/- Area Manager
Department of Conservation
Gee Street
PO Box 51
Renwick

Phone: +64 3 572 9100

Fax: +64 3 572 8824

4.1: WAIKUTAKUTA / ROBIN HOOD BAY CONSERVATION COVENANT

SCHEDULE 3

Special Conditions

1. The Owner may, for the purposes of maintaining access to the land, minimising fire risk, undertaking pest plant or animal control, or building and using the cultural facilities referred to in paragraph 3 below, undertake, only as reasonably necessary, the following activities
 - a. minor vegetation clearance;
 - b. earth works or other soil disturbances;
 - c. sowing of seed
 - d. erection of utility transmission lines
2. The Owner may erect fencing on the land providing that it does not prevent or impede public access by foot.
3. The Owner may erect and use facilities for the purposes of cultural activities. Such facilities and use must not significantly impact on the Conservation Values and Reserve Values specified in Schedule 1 including the public's access by foot to the site.
4. The Owner may, in consultation with the Minister of Conservation, restrict public access to the Land for the purposes of public health and safety.
5. The Owner may prohibit camping.
6. The following activities are expressly prohibited on the Land unless the Owner gives written consent:
 - a. passage on or through the Land by automobile, motorcycle, bicycle, or any other means of locomotion, mechanical, electrical or otherwise subject to clause 3.2.5;
 - b. passage on or through the Land by horses;
 - c. carrying or discharging of firearms and/or other weapons; and
 - d. dogs or pets of any description, whether retained on a leash or otherwise
7. Clause 4.1 is amended by adding after the words "the land" the words "on foot".

4.1: WAIKUTAKUTA / ROBIN HOOD BAY CONSERVATION COVENANT

GRANT of

Certified correct for the purposes of the
Land Transfer Act 1952

Solicitor for the Minister of
Conservation

CONSERVATION COVENANT

Under section 27 of the
Conservation Act 1987 and
section 77 of the Reserves
Act 1977

[]

to

MINISTER OF CONSERVATION

Legal Services
Department of Conservation

4.2 ELAINE BAY CONSERVATION COVENANT

Clause 5.45.3(b)

4.2: ELAINE BAY CONSERVATION COVENANT

CONSERVATION COVENANT

Section 27 Conservation Act 1987
and
Section 77 Reserves Act 1977

THIS DEED of COVENANT is made this _____ day of _____ 20_____

BETWEEN TOA RANGATIRA TRUST (the Owner)

AND MINISTER OF CONSERVATION (the Minister)

BACKGROUND

- A Section 27 of the Conservation Act 1987 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Conservation Values. Section 77 of the Reserves Act 1977 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Reserve Values.
- B The Owner is the registered proprietor of the Land as a result of a Treaty settlement with the Crown in accordance with a Deed of Settlement dated [] and implemented by the [] Act [].
- C The Land contains Conservation Values and Reserve Values which the parties to the Deed of Settlement agreed should be subject to a covenant under the Conservation Act 1987 and the Reserves Act 1977 which would provide that the Land should be managed to protect those values.
- D The Owner has therefore agreed to grant the Minister a Covenant over the Land to preserve the Conservation Values and the Reserve Values.

OPERATIVE PARTS

In accordance with section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977 and with the intent that the Covenant run with the Land and bind all subsequent owners of the Land, the Owner and Minister agree as follows:

1. INTERPRETATION

1.1 In this Covenant, unless the context otherwise requires:

"Conservation Purposes" means the preservation and protection of natural and historic resources including Conservation Values on the Land for the purpose of maintaining their intrinsic values, providing for their appreciation and recreational enjoyment by the public, and safeguarding the options of future generations.

"Conservation Values" means the conservation values specified in Schedule 1.

"Covenant" means this Deed of Covenant made under section 27

4.2: ELAINE BAY CONSERVATION COVENANT

	of the Conservation Act 1987 and section 77 of the Reserves Act 1977.
"Director-General"	means the Director-General of Conservation.
"Fence"	includes a gate.
"Fire Authority"	means a fire authority as defined in the Forest and Rural Fires Act 1977.
"Land"	means the land described in Schedule 1.
"Minerals"	means any mineral that is not a Crown-owned mineral under section 2 of the Crown Minerals Act 1991.
"Minister"	means the Minister of Conservation.
"Natural Water"	includes water contained in streams the banks of which have, from time to time, been re-aligned.
"Owner"	means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.
"Reserve Values"	means any or all of the Land's natural environment, landscape amenity, wildlife, freshwater life, marine life habitat, or historic values as specified in Schedule 1.
"Working Days"	means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the Land is situated.

1.2 For avoidance of doubt:

- 1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute.
- 1.2.2 references to clauses are references to clauses in this Covenant.
- 1.2.3 references to parties are references to the Owner and the Minister.
- 1.2.4 words importing the singular number include the plural and vice versa.
- 1.2.5 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the Background. Where the parties disagree over the interpretation of anything contained in this Covenant, and seek to determine the issue, the parties must have regard to the matters contained in the Background.
- 1.2.6 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done.
- 1.2.7 words importing one gender include the other gender.
- 1.2.8 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity.

4.2: ELAINE BAY CONSERVATION COVENANT

1.2.9 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

2. OBJECTIVES OF THE COVENANT

2.1 The Land must be managed:

2.1.1 for Conservation Purposes;

2.1.2 so as to preserve the Reserves Values;

2.1.3 to provide, subject to this Covenant, freedom of access to the public for the appreciation and recreational enjoyment of the Land.

3. IMPLEMENTATION OF OBJECTIVE

3.1 Unless agreed in writing by the parties the Owner must not carry out or permit on or in relation to the Land:

3.1.1 grazing of the Land by livestock;

3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;

3.1.3 the planting of any species of exotic tree, shrub or other plant;

3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;

3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;

3.1.6 any cultivation, earth works or other soil disturbances;

3.1.7 any archaeological or other scientific research involving disturbance of the soil;

3.1.8 the damming, diverting or taking of Natural Water;

3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;

3.1.10 any other activity which might have an adverse effect on the Conservation Values or Reserve Values;

3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;

3.1.12 the erection of utility transmission lines across the Land.

4.2: ELAINE BAY CONSERVATION COVENANT

3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:

3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;

3.2.2 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;

3.2.3 keep the Land free from exotic tree species;

3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;

3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;

3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 5.1.2;

3.2.7 comply with all requisite statutes, regulations and bylaws in relation to the Land.

3.3 The Owner acknowledges that:

3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;

3.3.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.

4. PUBLIC ACCESS

4.1 The Owner must, subject to this Covenant, permit the public to enter upon the Land.

5. THE MINISTER'S OBLIGATION AND OTHER MATTERS

5.1 The Minister must:

5.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant.

5.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of the Minister, the Director-General's employees or contractors, or any member of the public exercising any of the rights conferred by this Covenant.

4.2: ELAINE BAY CONSERVATION COVENANT

5.2 The Minister may:

5.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in the objectives specified in clause 2 subject to any financial, statutory or other constraints which may apply to the Minister from time to time;

5.2.2 prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

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6.1 The Owner or the Minister may, by mutual agreement, carry out any work, or activity or improvement or take any action either jointly or individually to better achieve the objectives set out in clause 2.

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7.1 This Covenant binds the parties in perpetuity to the rights and obligations contained in it.

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8.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant.

8.2 Such agreement must include an agreement by the purchaser, lessee, or assignee to ensure that on a subsequent sale, lease, or assignment, a subsequent purchaser, lessee, or assignee will comply with the terms of this Covenant including this clause.

8.3 If, for any reason, this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

9. CONSENTS

9.1 The Owner must obtain the consent of any mortgagees of the Land to this Covenant.

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10.1 Rights

10.1.1 The rights granted by this Covenant are expressly declared to be in the nature of a covenant.

10.2 Trespass Act

10.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise.

4.2: ELAINE BAY CONSERVATION COVENANT

10.2.2 For avoidance of doubt the rights described in clause 10.2.1 may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

10.3 Reserves Act

10.3.1 In accordance with section 77(3) of the Reserves Act 1977 but subject to the terms and conditions set out in this Covenant, sections 93 to 105 of the Reserves Act 1977, as far as they are applicable and with the necessary modifications, apply to the Land as if the Land were a reserve.

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10.4.1 This Covenant must be signed by the parties and registered against the Computer Freehold Register to the Land.

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10.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority (as defined in the Forest and Rural Fires Act 1977) and the Minister in the event of wildfire upon or threatening the Land;

10.6.2 If the Minister is not the appropriate Fire Authority for the Land, the Minister will render assistance to the Fire Authority in suppressing the fire if:

- (a) requested to do so; or
- (b) if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977;

10.6.3 The assistance provided under clause 10.6.2 will be at no cost to the Owner unless the Owner is responsible for the wild fire through wilful action or negligence (which includes the case where the wild fire is caused by the escape of a permitted fire due to non adherence to the conditions of the permit).

11. DEFAULT

11.1 Where either the Owner or the Minister breaches any of the terms and conditions contained in this Covenant the other party:

11.1.1 may take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and

11.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.

4.2: ELAINE BAY CONSERVATION COVENANT

11.2 Should either the Owner or the Minister become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:

11.2.1 advise the defaulting party of the default;

11.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and

11.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

12. DISPUTE RESOLUTION PROCESSES

12.1 The parties acknowledge and agree that they:

12.1.1 wish to minimise and promptly settle any dispute which may arise;

12.1.2 must make active efforts in good faith to resolve any such disputes in accordance with clause 11; and

12.1.3 will give the other written notice of the dispute including a description of the main issues.

12.2 The following process shall be undertaken once notice is received by the other party to this Covenant:

12.2.1 within 15 working days of being given written notice, the relevant contact person from the Department of Conservation and the PSGE will meet to work in good faith to resolve the issue;

12.2.2 if the dispute has not been resolved within 20 working days of receipt of the notice referred to in clause 12.1.3, the Director-General and the Chief Executive Officer of Ngati Toa Rangatira will meet to work in good faith to resolve the issue; and

12.2.3 if the dispute has still not been resolved within 30 working days of the receipt of the notice referred to in clause 12.1.3, and where the matter is of such significance and the dispute remains outstanding despite the above process having been followed, provided it is not inconsistent with statutory obligations and both parties agree, the Minister and the Chair of the PSGE will meet to work in good faith to resolve the issue.

12.3 Where the dispute has not been resolved within a reasonable period of time in accordance with clause 12.2.2 or, if applicable, clause 12.2.3, then either party may require the dispute to be referred to mediation as follows:

12.3.1 the party requiring the dispute to be referred to mediation must provide written notice in accordance with this Covenant to the other party; and

4.2: ELAINE BAY CONSERVATION COVENANT

12.3.2 the parties will seek to agree on a mediator or mediators and should the parties fail to reach an agreement within 15 working days of the date of the notice prescribed in clause 12.1.3 above, the mediator or mediators will be appointed by the President for the time being of the New Zealand Law Society. The mediator or mediators will be:

- (a) familiar with Ngati Toa Rangatira tikanga;
- (b) familiar with tikanga based dispute resolution; and
- (c) independent of the dispute.

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12.3.5 Each party will bear its own costs in every other respect.

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13.1 Any notice to be given under this Covenant by one party to the other is to be in writing and sent by personal delivery, by pre-paid post, or by facsimile addressed to the receiving party at the address or facsimile number set out in Schedule 2.

13.2 A notice given in accordance with clause 13.1 will be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of pre-paid post, on the third working day after posting;
- (c) in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

13.3 The Owner must notify the Minister of any change of ownership or control or all or any part of the Land and must supply the Minister with the name and address of the new owner or person in control.

14. SPECIAL CONDITIONS

14.1 Special conditions relating to this Covenant are set out in Schedule 3.

14.2 The standard conditions contained in this Covenant must be read subject to any special conditions.

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

4.2: ELAINE BAY CONSERVATION COVENANT

Executed as a Deed

Signed by the trustee of)
TOA RANGATIRA TRUST)
as Owner in the presence of:)

Signature of Witness

Witness Name

Occupation

(_____
Address

Signed by [_____])
and acting under a written delegation from)
the Minister of Conservation and exercising)
his/her powers under section 117 of the)
Reserves Act 1977 as designated)
Commissioner in the presence of:)

Signature of Witness

Witness Name

Occupation

(_____
Address

4.2: ELAINE BAY CONSERVATION COVENANT

SCHEDULE 1

Description of the Land

Nelson Land District - Marlborough District
0.5237 hectares, more or less, being Section 1 SO 427923.

Conservation Values to be protected:

The intrinsic value of the natural resources on the land, and the appreciation and recreational enjoyment that may be derived by the public from the opportunity to visit that area. A relatively well used track passes very close to the area.

The land contains advanced native regeneration following clearing and farming many years ago.

Reserve Values to be protected:

The natural landscape amenity values of the area which sits within a wider sea to ridge line vista of regenerating native vegetation in Elaine Bay. The bush clad landscape of the bay is very visible from the village of Elaine Bay and from the sea.

The natural environment values represented by the indigenous flora and fauna on the land. The existing native vegetation has an over story of large Manuka/Kanuka with an understory of hardwoods.

4.2: ELAINE BAY CONSERVATION COVENANT

SCHEDULE 2

Address for Service

The address for service of the Owner is:

[Governance Entity]

The address for service of the Minister is:

The Area Manager
Department of Conservation
Port Marlborough Building
14 Auckland Street
P O Box 161
Picton 7250

Phone 03 520 3002

4.2: ELAINE BAY CONSERVATION COVENANT

SCHEDULE 3

Special conditions

1. The Owner may remove mature exotic trees from the Land.
2. The Owner may, for the purposes of maintaining access to the land, minimising fire risk, undertaking pest plant or animal control, or building and using the cultural facilities referred to in paragraph 3 below, undertake, only as reasonably necessary, the following activities
 - a. minor vegetation clearance;
 - b. earth works or other soil disturbances;
 - c. sowing of seed
 - d. erection of utility transmission lines
3. The Owner may erect and use facilities for the purposes of cultural activities. Such facilities must not significantly impact on the Conservation Values and Reserve Values specified in Schedule 1, including the public's access by foot to the Land.
4. The Owner may, in consultation with the Minister of Conservation restrict access to the land for the purposes of public health and safety.
5. The following activities are expressly prohibited on the Land unless the Owner gives written consent:
 - a. camping on the Land;
 - b. passage on or through the Land by automobile, motorcycle, bicycle, or any other means of locomotion, mechanical, electrical or otherwise, subject to clause 3.2.5;
 - c. passage on or through the Land by horses;
 - d. carrying or discharging of firearms and/or other weapons; and
 - e. dogs or pets of any description, whether retained on a leash or otherwise.
6. Clause 4.1 is amended by adding after the words "the land" the words "on foot".

4.2: ELAINE BAY CONSERVATION COVENANT

GRANT of

Certified correct for the purposes of the
Land Transfer Act 1952

Solicitor for the Minister of
Conservation

CONSERVATION COVENANT

Under section 27 of the Conservation Act
1987 and section 77 of the Reserves
Act 1977

[]

to

MINISTER OF CONSERVATION

Legal Services
Department of Conservation

4.3 TOKOMARU / MOUNT ROBERTSON RIGHT OF WAY EASEMENT

[Clause 5.45.5]

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

4.3: TOKOMARU / MOUNT ROBERTSON RIGHT OF WAY EASEMENT

Form 3

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

Sections 90A and 90F, Land Transfer Act 1952

Land registration district

Nelson

BARCODE

Grantor

Sumame must be underlined

[THE TRUSTEES OF NGATI RARUA SETTLEMENT TRUST AND THE TRUSTEE OF [NGATI
TOA RANGATIRA] TRUST]

Grantee

Sumame must be underlined

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

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

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

Dated this

day of

20

Attestation

Signature of [the trustees of the Ngati Rarua Settlement Trust] as Grantor	Signed in my presence by the Grantor
	_____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> <i>Witness name</i> <i>Occupation</i> <i>Address</i>

Signature of [the trustee of the [Ngati Toa Rangatira Trust]] as Grantor	Signed in my presence by the Grantor
	_____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> <i>Witness name</i> <i>Occupation</i> <i>Address</i>

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

4.3: TOKOMARU / MOUNT ROBERTSON RIGHT OF WAY EASEMENT

<hr/> <p>Signature [common seal] of Grantee</p>	<p>Signed in my presence by the Grantee</p> <hr/> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p><i>Witness name</i></p> <p><i>Occupation</i></p> <p><i>Address</i></p>
---	--

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Grantee]

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

4.3: TOKOMARU / MOUNT ROBERTSON RIGHT OF WAY EASEMENT

Annexure

Schedule 1

Easement instrument

Dated

Page 1 of 3 pages

Schedule A

Continue in additional Annexure Schedule if required

Purpose (nature and extent) of easement, <i>profit</i> , or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way	Marked "A" on SO 426595	Section 1 SO 426595	In Gross

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

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

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

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

4.3: TOKOMARU / MOUNT ROBERTSON RIGHT OF WAY EASEMENT

Annexure
Schedule 2

Easement instrument Dated Page 2 of 3 pages

Operative Clause

- 1 The Grantor transfers and grants to the Grantee in perpetuity a right of way easement in gross over the Servient Land on the terms, conditions, covenants and restrictions contained in this Easement.

Right of Way Easement Terms

- 2 The Grantee together with the employees, tenants, agents, workmen, licensees and invitees of the Grantee and any other person lawfully entitled (including the public) shall have the full free right, liberty and licence from time to time and at all times by day and by night to pass and repass over and along the Easement Land.
- 3 In exercising its rights under this Easement, the Grantee shall not interfere with the Grantor's use of the Easement Land.
- 4 The Grantee may not use the Easement Land or any part of the Easement Land other than for the purpose expressly set out in clause 2 of this Easement. In particular, the Grantee may not in any way obstruct the Easement Land.
- 5 Either or both the Grantee or Grantor may maintain an accessway on the Easement Land.
- 6 The cost of maintaining the accessway shall be borne by the parties in proportion to the amount, and nature, of their use of the Easement Land. It is acknowledged that, as of the date of this document, the easement land is maintained on a minimal basis by members of the public without the need for specialised machinery or financial input from the Grantee and the Grantee does not intend to make any future financial input. Neither party shall be liable to contribute to the improvement of the easement in the event that improvement is not necessary for their use. However, if any repair or maintenance is rendered necessary as a result of any act, omission or neglect by either party causing damage to the Easement Land then the cost of such maintenance and repair shall be borne by the party that caused the damage.
- 7 The Grantor may contract with licensees, and/or tenants on the adjacent land administered by it requiring them to contribute, in whole or in part, to the maintenance of this easement.
- 8 The Grantor shall not be responsible to the Grantee or to any other person for any loss or damage sustained by the Grantee or by any such person using any part of the Easement Land at its own risk in all respects.

General Terms

- 9 No power is implied for the Grantor to determine the Easement for breach of any provision (whether express or implied) or for any other cause, it being the intention of the parties that rights granted under this the Easement shall subsist for all time or until it is duly surrendered.
- 10 The covenants and powers contained in the Land Transfer Regulations 2002 in respect of easements shall apply to the extent that they are not expressly negated in this Easement. The rights set out in Schedule 5 to the Property Law Act 2007 are excluded from this Easement.

**Annexure
Schedule 2**

Easement instrument:

Dated

Page 3 of 3 pages

Dispute Resolution

- 11 If any dispute arises between the Grantor and Grantee concerning the rights created by this Easement the parties shall enter into negotiations in good faith to resolve their dispute.
- 12 If the dispute cannot be resolved by the parties themselves then they shall explore whether the dispute can be resolved by use of an alternative dispute resolution technique.
- 13 If the dispute is not resolved within one month of the date on which the parties begin their negotiations the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties, and if one cannot be agreed upon within 14 days, to an independent arbitrator appointed by the President for the time being of the New Zealand Law Society. Such arbitration will be determined in accordance with the Arbitration Act 1996 and its amendments or any enactment passed in substitution. The parties' execution of this Easement shall be deemed a submission to arbitration.

Interpretation

- 14 In these conditions, unless the context otherwise requires:
 - Easement* means the right of way easement recorded by this easement instrument; and
 - Easement Land* means that part of the land marked "A" on SO 426595.
- 15.2 In the interpretation of this Easement, unless the context otherwise requires:
 - 15.1 the headings and subheadings appear as a matter of convenience and shall not affect the interpretation of this Easement;
 - 15.2 references to any statute, regulation or other statutory instrument or bylaw are references to the statute, regulation, instrument or bylaw as from time to time amended and includes substitution provisions that substantially correspond to those referred to; and
 - 15.3 the singular includes the plural and vice versa and words incorporating any gender shall include every gender.

4.4 1 HA OF KAPITI ISLAND CONSERVATION COVENANT

Clause 5.9.2

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

4.4: 1 HA OF KAPITI ISLAND CONSERVATION COVENANT

CONSERVATION COVENANT

Section 77 Reserves Act 1977

THIS DEED of COVENANT is made this day of 20

BETWEEN Insert the name of trustee of the TOA RANGATIRA TRUST (the Owner)

AND MINISTER OF CONSERVATION (the Minister)

BACKGROUND

- A. Section 77 of the Reserves Act 1977 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Reserve Values.
- B. The Owner is the registered proprietor of the Land as a result of a Treaty settlement with the Crown in accordance with a Deed of Settlement dated [] and implemented by the [] Act [].
- C. The Land contains Reserve Values which the parties to the Deed of Settlement agreed should be subject to a covenant under the Reserves Act 1977 which would provide that the land should be managed to protect those values.
- D. The Owner has therefore agreed to grant the Minister a Covenant over the Land to preserve the Reserve Values.

OPERATIVE PARTS

In accordance with section 77 of the Reserves Act 1977 and with the intent that the Covenant run with the Land and bind all subsequent owners of the Land, the Owner and Minister agree as follows.

1 INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

- | | |
|--------------------|---|
| "Covenant" | means this Deed of Covenant made under section 77 of the Reserves Act 1977. |
| "Director-General" | means the Director-General of Conservation. |
| "Fence" | includes a gate. |
| "Fire Authority" | means a fire authority as defined in the Forest and Rural Fires Act 1977. |
| "Land" | means the land described in Schedule 1. |
| "Minerals" | means any mineral that is not a Crown-owned mineral under section 2 of the Crown Minerals Act 1991. |
| "Minister" | means the Minister of Conservation. |
| "Natural Water" | includes water contained in streams the banks of which |

4.4: 1 HA OF KAPITI ISLAND CONSERVATION COVENANT

have, from time to time, been re-aligned.

- “Owner”** means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.
- “Reserve Values”** means any or all of the Land’s natural environment, landscape amenity, wildlife, freshwater life, marine life habitat, or historic values as specified in Schedule 1.
- “Working Days”** means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the Land is situated.

1.2 For avoidance of doubt:

- 1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute.
- 1.2.2 references to clauses are references to clauses in this Covenant.
- 1.2.3 references to parties are references to the Owner and the Minister.
- 1.2.4 words importing the singular number include the plural and vice versa.
- 1.2.5 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the Background. Where the parties disagree over the interpretation of anything contained in this Covenant, and seek to determine the issue, the parties must have regard to the matters contained in the Background.
- 1.2.6 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done.
- 1.2.7 words importing one gender include the other gender.
- 1.2.8 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity.
- 1.2.9 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

2 OBJECTIVES OF THE COVENANT

- 2.1 The Land must be managed so as to preserve the Reserve Values;

3 IMPLEMENTATION OF OBJECTIVE

- 3.1 Unless agreed in writing by the parties the Owner must not carry out or permit on or in relation to the Land:
- 3.1.1 grazing of the Land by livestock;
- 3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;
- 3.1.3 the planting of any species of exotic tree, shrub or other plant;

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

4.4: 1 HA OF KAPITI ISLAND CONSERVATION COVENANT

- 3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;
 - 3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;
 - 3.1.6 any cultivation, earth works or other soil disturbances;
 - 3.1.7 any archaeological or other scientific research involving disturbance of the soil;
 - 3.1.8 the damming, diverting or taking of Natural Water;
 - 3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;
 - 3.1.10 any other activity which might have an adverse effect on the Reserve Values;
 - 3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;
 - 3.1.12 the erection of utility transmission lines across the Land.
- 3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:
- 3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;
 - 3.2.2 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;
 - 3.2.3 keep the Land free from exotic tree species;
 - 3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
 - 3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;
 - 3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 5.1.2;
 - 3.2.7 comply with all requisite statutes, regulations and bylaws in relation to the Land.

4.4: 1 HA OF KAPITI ISLAND CONSERVATION COVENANT

3.3 The Owner acknowledges that:

3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;

3.3.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.

4 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

4.1 The Minister must:

4.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant.

4.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of the Minister, the Director-General's employees or contractors, or any member of the public exercising any of the rights conferred by this Covenant.

4.2 The Minister may:

4.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in the objectives specified in clause 2 subject to any financial, statutory or other constraints which may apply to the Minister from time to time;

4.2.2 prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

5 JOINT OBLIGATIONS

5.1 The Owner or the Minister may, by mutual agreement, carry out any work, or activity or improvement or take any action either jointly or individually better to achieve the objectives set out in clause 2.

6 DURATION OF COVENANT

6.1 This Covenant binds the parties in perpetuity to the rights and obligations contained in it.

7 OBLIGATIONS ON SALE OF LAND

7.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant.

7.2 Such agreement must include an agreement by the purchaser, lessee, or assignee to ensure that on a subsequent sale, lease, or assignment, a subsequent purchaser, lessee, or assignee will comply with the terms of this Covenant including this clause.

7.3 If, for any reason, this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any

4.4: 1 HA OF KAPITI ISLAND CONSERVATION COVENANT

breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

8 CONSENTS

8.1 The Owner must obtain the consent of any mortgagees of the Land to this Covenant.

9 MISCELLANEOUS MATTERS

9.1 Rights

9.1.1 The rights granted by this Covenant are expressly declared to be in the nature of a covenant.

9.2 Trespass Act

9.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise;

9.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

9.3 Reserves Act

9.3.1 In accordance with section 77(3) of the Reserves Act 1977 but subject to the terms and conditions set out in this Covenant, sections 93 to 105 of the Reserves Act 1977, as far as they are applicable and with the necessary modifications, apply to the Land as if the Land were a reserve.

9.4 Registration

9.4.1 This Covenant must be signed by both parties and registered against the Computer Freehold Register to the Land.

9.5 Acceptance of Covenant

9.5.1 The parties agree to be bound by the provisions of the Covenant including during the period prior to the Covenant's registration.

9.6 Fire

9.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority (as defined in the Forest and Rural Fires Act 1977) and the Minister in the event of wildfire upon or threatening the Land;

9.6.2 If the Minister is not the appropriate Fire Authority for the Land, the Minister will render assistance to the Fire Authority in suppressing the fire if:

(a) requested to do so; or

(b) if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977;

4.4: 1 HA OF KAPITI ISLAND CONSERVATION COVENANT

9.6.3 This assistance will be at no cost to the Owner unless the Owner is responsible for the wild fire through willful action or negligence (which includes the case where the wild fire is caused by the escape of a permitted fire due to non adherence to the conditions of the permit).

10 DEFAULT

10.1 Where either the Owner or the Minister breaches any of the terms and conditions contained in this Covenant the other party:

10.1.1 may take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and

10.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.

10.2 Should either the Owner or the Minister become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:

10.2.1 advise the defaulting party of the default;

10.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and

10.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

11 DISPUTE RESOLUTION PROCESSES

11.1 The parties acknowledge and agree that they:

11.1.1 wish to minimise and promptly settle any dispute which may arise;

11.1.2 must make active efforts in good faith to resolve any such disputes in accordance with clause 11; and

11.1.3 will give the other written notice of the dispute including a description of the main issues.

11.2 The following process shall be undertaken once notice is received by the other party to this Covenant:

11.2.1 within 15 working days of being given written notice, the relevant contact person from the Department of Conservation and the PSGE will meet to work in good faith to resolve the issue;

11.2.2 if the dispute has not been resolved within 20 working days of receipt of the notice referred to in clause 12.1.3, the Director-General and the Chief Executive Officer of Ngati Toa Rangatira will meet to work in good faith to resolve the issue; and

11.2.3 if the dispute has still not been resolved within 30 working days of the receipt of the notice referred to in clause 12.1.3, and where the matter is of such

4.4: 1 HA OF KAPITI ISLAND CONSERVATION COVENANT

significance and the dispute remains outstanding despite the above process having been followed, provided it is not inconsistent with statutory obligations and both parties agree, the Minister and the Chair of the PSGE will meet to work in good faith to resolve the issue.

11.3 Where the dispute has not been resolved within a reasonable period of time in accordance with clause 12.2.2 or, if applicable, clause 12.2.3, then either party may require the dispute to be referred to mediation as follows:

11.3.1 the party requiring the dispute to be referred to mediation must provide written notice in accordance with this Covenant to the other party; and

11.3.2 the parties will seek to agree on a mediator or mediators and should the parties fail to reach an agreement within 15 working days of the date of the notice prescribed in clause 12.1.3 above, the mediator or mediators will be appointed by the President for the time being of the New Zealand Law Society. The mediator or mediators will be:

- (a) familiar with Ngati Toa Rangatira tikanga;
- (b) familiar with tikanga based dispute resolution; and
- (c) independent of the dispute.

11.3.3 The mediator or mediators will not have the power to determine the dispute, but may offer advice of a non-binding nature.

11.3.4 The costs of the mediator or mediators will be met jointly by the parties.

11.3.5 Each party will bear its own costs in every other respect.

12 NOTICES

12.1 Any notice to be given under this Covenant by one party to the other is to be in writing and sent by personal delivery, by pre-paid post, or by facsimile addressed to the receiving party at the address or facsimile number set out in Schedule 2.

12.2 A notice given in accordance with clause 13.1 will be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of pre-paid post, on the third working day after posting;
- (c) in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

12.3 The Owner must notify the Minister of any change of ownership or control or all or any part of the Land and must supply the Minister with the name and address of the new owner or person in control.

13 SPECIAL CONDITIONS

13.1 Special conditions relating to this Covenant are set out in Schedule 3.

4.4: 1 HA OF KAPITI ISLAND CONSERVATION COVENANT

13.2 The standard conditions contained in this Covenant must be read subject to any special conditions.

Executed as a Deed

SIGNED by _____)
[_____])
as Owner, in the presence of: _____)

Signature of witness

Witness
Name: _____

Occupation: _____

Address: _____

SIGNED by _____)
[_____])
as Owner, in the presence of: _____)

Signature of witness

Witness
Name: _____

Occupation: _____

Address: _____

SIGNED by _____)
[_____])
as Owner, in the presence of: _____)

Signature of witness

Witness
Name: _____

Occupation: _____

Address: _____

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

4.4: 1 HA OF KAPITI ISLAND CONSERVATION COVENANT

SIGNED by _____)
[_____])
as Owner, in the presence of: _____)

Signature of witness

Witness
Name: _____

Occupation: _____

Address: _____

SIGNED by _____)
[_____])
as Owner, in the presence of: _____)

Signature of witness

Witness
Name: _____

Occupation: _____

Address: _____

SIGNED by _____)
[_____])
as Owner, in the presence of: _____)

Signature of witness

Witness
Name: _____

Occupation: _____

Address: _____

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

4.4: 1 HA OF KAPITI ISLAND CONSERVATION COVENANT

SIGNED by the Minister through his delegate)
ALAN STEPHEN McKENZIE)
[acting under a written delegation from the)
Minister of Conservation and exercising his)
powers under section 117 of the Reserves)
Act 1977 as designated Commissioner])
in the presence of:)

Signature of witness

Witness

Name: _____

Occupation: _____

Address: _____

4.4: 1 HA OF KAPITI ISLAND CONSERVATION COVENANT

SCHEDULE 1

Description of Land

Wellington Land District - Kapiti Coast

1.0000 hectares, approximately, being part Waiorua Kapiti 7 ML plan 5553. As shown on OTS-068-01. Final description to be inserted once survey has been completed.

Reserve Values to be protected:

The natural landscape amenity of the area.

The land is part of a continuum of low wave formed uplifted pebble ridges with an overlay of regenerating native shrub species. Sited on Kurukohatu Point, the largest flat area on Kapiti Island, a feature of the site is a seamless attachment to the surrounding landscape.

A feature of the site and surrounding area is the uninterrupted views across the point to Okupe Lagoon in the north and to the rest of Kapiti Island in the south.

The natural environment values as represented by the indigenous flora and fauna on the land

A wide range of indigenous species of flora and fauna, both rare and commonplace, are present in the area of grassland and native shrub cover on Kurukohatu Peninsula. The area, and the entire island, is free from introduced mammals. The area is habitat for Little Spotted Kiwi and Takahe and, during fruiting of shrub species, is intensively used by Kereru, Tui and Bellbirds. The adjacent Okupe Lagoon area is visited by a wide range of waterfowl and has a nesting colony of Royal Spoonbills. The area is also in close proximity to other colony nesting birds such as Red Billed and Black Backed Gulls along the coastline.

The historic/archaeological values of the area

Being the largest flat area on the island Kuukohatu Point was a centre of occupation very early in the history of Kapiti Island.

Early occupation centred around the daily requirements of life, finding or growing food, making shelter etc, while later activities included whaling, trading and farming.

Today little evidence remains of these past activities and apart from possible garden sites none specifically on the land to be transferred. In the general vicinity six sites are recorded by the New Zealand Archaeological Association, fence posts mark past farming activity, a concrete block to the east was part of the Civil Aviation hazard beacon used between 1950 and 1977.

Ngati Toa Rangatira cultural values of the area

The site and surrounding area is of immense cultural, historical and spiritual significance to Ngati Toa Rangatira. This area was the scene of the Battle of Waiorua, one of the most defining moments in the history of Ngati Toa Rangatira in the Cook Strait area. This site and surrounding area was historically extensively occupied by Ngati Toa Rangatira and there are numerous wahi tapu present here.

4.4: 1 HA OF KAPITI ISLAND CONSERVATION COVENANT

SCHEDULE 2

Address for Service

The address for service of the Owner is:

[Governance Entity]

[to insert]

The address for service of the Minister is:

The Conservator
Department of Conservation
Wellington Hawkes Bay Conservancy
181 Thorndon Quay
PO Box 5086
WELLINGTON

Phone 04472 5821

Fax 04 499 0077

or

Kapiti Area Manager
Department of Conservation
Kapiti Area Office
Parata Street
WAIKANAE

Phone 04 296 1112

Fax 04 296 1115

4.4: 1 HA OF KAPITI ISLAND CONSERVATION COVENANT

SCHEDULE 3

Special conditions

1. The Owner may undertake minor clearance of vegetation for the purposes of access to the land and for pest plant or pest animal control, or for the activities specified in paragraph [3] of this Schedule.
2. The Owner may undertake activities otherwise prohibited by clause 3.1 of the Covenant as are reasonably necessary for the development of the facility and the activities specified in paragraph [3] of this Schedule.
3. The Owner has the power to build in the context of this covenant a marae facility on the Land, consistent with the reserve values of the Land specified in Schedule 1. The marae facility will provide for the usual marae activities and may also include:
 - a. accommodation for a long-term caretaker;
 - b. freshwater storage, wastewater disposal, and power generation facilities;
 - c. facilities to store and maintain fire-fighting equipment;
 - d. general storage facilities; and
 - e. quarantine/visitor checking facility, to receive all visitors for bag checks upon arrival.
4. Special conditions 1 to 3 in this schedule are subject to special conditions 5 to 8.
5. The Owner must take all steps possible to prevent the introduction of mammals to Kapiti Island, in particular:
 - a. be vigilant about rodents and make careful checks of equipment, materials, food etc before going to the island;
 - b. control refuse;
 - c. not allow pets to be taken onto the island;
 - d. participate in the maintenance of a bait station defensive line, in conjunction with the Department of Conservation, as relevant to the site; and
 - e. participate in contingency action if a mammal invasion incident is detected anywhere on the island.
6. The Owner must take the following steps to minimise the fire risk:
 - a. not allow smoking except in a safe designated area;
 - b. not allow fires except in a safe designated area;
 - c. keep vegetation at least four metres back from buildings; and
 - d. control of machinery use, particularly in drought conditions.

4.4: 1 HA OF KAPITI ISLAND CONSERVATION COVENANT

7. The Owner must take the following steps to prevent the spread or introduction of weeds:
 - a. not plant exotic species
 - b. check equipment etc before taking to the island for seeds etc; and
 - c. control weed species present.

8. The Owner must take the following steps to minimise disturbance to wildlife:
 - a. discourage the feeding of birds; and
 - b. ensure that all those on the Land are aware that they may not catch or handle wildlife.

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

4.4: 1 HA OF KAPITI ISLAND CONSERVATION COVENANT

GRANT of

Certified correct for the purposes
of the Land Transfer Act 1952

Solicitor for the Minister of
Conservation

CONSERVATION COVENANT

Under section 77 of the
Reserves Act 1977

NGATI TOA GOVERNANCE ENTITY

to

MINISTER OF CONSERVATION

**Legal Services
Department of Conservation**

4.5 TITAHU BAY ROAD SITE B - RIGHT OF WAY AND RIGHT TO PARK

Clause 5.45.2

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

4.5: TITAHU BAY ROAD SITE B - RIGHT OF WAY AND RIGHT TO PARK

Form 3

**Easement instrument to grant easement or *profit à prendre*,
or create land covenant**
Sections 90A and 90F, Land Transfer Act 1952

Land registration district

Wellington

BARCODE

Grantor

Surname must be underlined

[insert name of trustee] [Ngati Toa Rangatira Trust]

Grantee

Surname must be underlined

PORIRUA CITY COUNCIL

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

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

Dated this

day of

20

Attestation

See annexure schedule

Signed in my presence by the Grantor

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

Signature [common seal]
of Grantor

See annexure schedule

Signed in my presence by the Grantee

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

Signature [common seal]
of Grantee

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Grantee

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

4.5: TITAHU BAY ROAD SITE B - RIGHT OF WAY AND RIGHT TO PARK

**Annexure
Schedule 1**

Easement instrument

Dated

Page 2 of 6 pages

Schedule A

Continue in additional Annexure Schedule if required

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient Land (Identifier/CT)	Dominant Land (Identifier/CT or in gross)
Right of Way and Right to Park	Marked "C", "D", "E" on SO 446371	Section 2 SO 38131	Section 99, Block I, Belmont Survey District (GN817236).

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

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

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

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

4.5: TITAHU BAY ROAD SITE B - RIGHT OF WAY AND RIGHT TO PARK

**Annexure
Schedule 2**

Easement instrument

Dated

Page 3 of 6 pages

Right of Way and Right to Park

1. The Grantor grants to the Grantee as an easement in perpetuity a right of way over and along, and a right to park on the Easement Land for the purpose of accessing the Dominant Land on the terms set out in this Instrument.

Rights and Powers of Right of Way and Right to Park

2. The Grantor grants to the Grantee from time to time and at all times:
 - (a) the full, free, uninterrupted and unrestricted right, liberty and privilege to pass and repass on foot or with vehicles over and along the Easement Land for the purpose of accessing the Dominant Land;
 - (b) the right to go over and along the Easement Land on foot or with vehicles, and with or without machines, equipment and implements; and
 - (c) the right to stop, leave and park vehicles on the Easement Land.
3. The rights granted under clause 2 of this Instrument include the right for the Grantee (at its cost) to form the surface of the Easement Land, to repair and maintain the Easement Land and the right to enter onto the Easement Land for those purposes.

Repair and Maintenance

4. Without limiting clause 3, the Grantee shall keep and maintain the Easement Land in the same clean order, repair and condition as it is in at the date of this Instrument.
5. In exercising its rights under this Instrument the Grantee shall use reasonable endeavours to minimise and avoid any unnecessary damage to the Easement Land.
6. Any damage caused by the Grantee will be promptly remedied. The costs of repair and maintenance of the Easement Land (including restoring the surface thereof) will be met by the Grantee. Where any repair or maintenance has become necessary by the act, neglect or default of the Grantor, the Grantor shall bear the cost of such repair and maintenance.

Erection of Notices / Equipment

7. The Grantee may take such measures as it reasonably thinks necessary for the safety of persons or property on or about the Easement Land including without limitation the right for the Grantee to erect barriers, signs and/or notices warning of any danger.
8. The Grantee shall be entitled to install any equipment necessary to exercise its rights under this Instrument and shall repair and maintain such equipment at its cost, so as to keep such equipment in good order, condition and repair and to prevent the equipment from becoming a danger or nuisance.
9. Any equipment constructed or installed by the Grantee on the Easement Land shall remain the property of the Grantee and may at any time be removed by it **PROVIDED THAT** any damage caused by such removal shall immediately be remedied by the Grantee at its cost.

4.5: TITAHU BAY ROAD SITE B - RIGHT OF WAY AND RIGHT TO PARK

Easement instrument

Dated

Page 4 of 6 pages

Minimisation of Disruption

10. Without limiting the rights granted under this Instrument, the Grantee shall use all reasonable endeavours to cause as little disturbance and disruption to the carrying on of the enjoyment of the Servient Land by the Grantor.

Grantor not to interfere with Grantee's Rights

11. The Grantor shall not at any time, do, permit or suffer to be done any act whereby the rights granted to the Grantee under this Instrument may be interfered with. Without limiting this clause, the Grantor will not, without the Grantee's prior written consent:
- (a) use or permit any other person to use the Easement Land for the purposes of accessing any adjoining land; or
 - (b) create or allow any other person to create any access ways to or from the Easement Land.
12. For the avoidance of doubt, the Grantor shall not at any time create, or allow to be created, any other accessways on, to, or from the Easement Land, or use (or allow to be used) the Easement Land as an accessway to the Servient Land.

Default

13. If either party fails (**Defaulting Party**) to perform or join with the other party (**Other Party**) in performing any obligation under this Instrument, the following provisions will apply:
- (a) the Other Party may serve a written notice on the Defaulting Party (**Default Notice**) specifying the default and requiring the Defaulting Party to perform or to join in performing the obligation and stating that, after the expiry of one month from service of the Default Notice, the other party may perform the obligation;
 - (b) if after the expiry of one month from service of the Default Notice, the Defaulting Party has not performed or joined in performing the obligation, the Other Party may:
 - (i) perform the obligation; and
 - (ii) for that purpose enter on to the Dominant Land or the Servient land;
 - (c) the Defaulting Party must pay to the other party the costs of:
 - (i) the Default Notice; and
 - (ii) the Other Party in performing the obligation of the Defaulting Party; within one month of receiving written notice of the Other Party's costs; and
 - (d) the Other Party may recover any money payable under clause 13(c) from the Defaulting Party as a liquidated debt.

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

4.5: TITAHU BAY ROAD SITE B - RIGHT OF WAY AND RIGHT TO PARK

Easement instrument

Dated

Page 5 of 6 pages

Dispute Resolution

14. In the event of any dispute arising between the parties in respect of or in connection with this Instrument, the parties shall, without prejudice to any other right or entitlement they may have under this Instrument or otherwise, explore whether the dispute can be resolved by use of the alternative dispute resolution technique of mediation. The rules governing such techniques shall be agreed between the parties or as recommended by the New Zealand Law Society or as selected by the Chairman of the New Zealand Chapter of LEADR (Lawyers Engaged in Alternative Dispute Resolution).
15. In the event the dispute is not resolved within twenty-eight days of written notice by one party to the other of the dispute (or such further period agreed in writing between the parties), either party may refer the dispute to arbitration under the provisions of the Arbitration Act 1996 or any successor legislation. The arbitrator shall be agreed between the parties within 10 days of written notice of the referral by the referring party to the other or failing agreement appointed by the President of the New Zealand Law Society. In either case, the arbitrator shall not be a person who has participated in any informal dispute resolution procedure in respect of the dispute.

Notices

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

No Power to Terminate

17. There is no implied power in this Instrument for the Grantor to terminate the easement rights due to the Grantee breaching any term of this Instrument for any other reason, it being the intention of the parties that the easement rights will continue forever unless surrendered.

Definitions and Interpretation

18. In this Instrument unless the context otherwise requires:

"Dominant Land" means the land described in Schedule A of this Instrument.

"Easement Land" means that part of the Servient Land marked "C", "D" and "E" on SO plan 446371.

"Grantee" means the Porirua City Council and includes any licensee, lessee, its employees, contractors, invitees (including the general public), successors or assigns.

"Grantor" means [Ngati Toa Rangatira Trust] and includes any other owners from time to time of the Servient Land.

"Instrument" means this instrument.

"Servient Land" means the land described in Schedule A of this Instrument.

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE**

4.5: TITAHI BAY ROAD SITE B - RIGHT OF WAY AND RIGHT TO PARK

Easement instrument

Dated

Page 6 of 6 pages

19. In the interpretation of this Instrument, unless the context otherwise requires:

- (a) the headings and subheadings appear as a matter of convenience and shall not affect the interpretation of this Instrument;
- (b) references to any statute, regulation or other statutory instrument or bylaw are references to the statute, regulation, instrument or bylaw as from time to time amended and includes substitution provisions that substantially correspond to those referred to; and
- (c) the singular includes the plural and vice versa and words incorporating any gender shall include every gender.

SIGNED as a Deed on [date]

(**SIGNED** by for and on behalf of [insert)
name of trustee] Ngati Toa Rangatira)
Trust as Grantor)
in the presence of

Signature

Witness signature

Full name

Address

Occupation

(**SIGNED** by for and on behalf of)
PORIRUA CITY COUNCIL as Grantee)
in the presence of

Signature

Witness signature

Full name

Address

Occupation

**4.6 TITAHU BAY ROAD SITE B - RIGHT TO DRAIN SEWAGE, STORMWATER, AND
RIGHT TO CONVEY WATER**

Clause 5.45.2

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

4.6: TITAHU BAY ROAD SITE B - RIGHT OF DRAIN SEWAGE, STORMWATER,
AND RIGHT TO CONVEY WATER

Form 3

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

Sections 90A and 90F, Land Transfer Act 1952

Land registration district

Wellington

BARCODE

Grantor

Surname must be underlined

[insert name of trustee] [Ngati Toa Rangatira Trust]

Grantee

Surname must be underlined

PORIRUA CITY COUNCIL

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

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

Dated this

day of

20

Attestation

See annexure schedule

Signed in my presence by the Grantor

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

Signature [common seal]
of Grantor

See annexure schedule

Signed in my presence by the Grantee

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

Signature [common seal]
of Grantee

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Grantee

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

4.6: TITAHU BAY ROAD SITE B - RIGHT OF DRAIN SEWAGE, STORMWATER,
AND RIGHT TO CONVEY WATER

**Annexure
Schedule 1**

Easement instrument

Dated

Page 1 of 5 pages

Schedule A

Continue in additional Annexure Schedule if required

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient land (Identifier/CT)	Dominant land (Identifier/CT or in gross)
Right to Drain Sewage	Marked "B", "D", "G", "H", "J", "K", "M", "N", "O", on SO 446371	Section 2 SO 38131	In Gross
Right to Drain Stormwater and Water	Marked "A", "B", "F", "H", "I", "K", "L", "N", "Q", "R" on SO 446371	Section 2 SO 38131	In Gross
Right to Convey Water	Marked "P" on SO 446371	Section 2 SO 38131	In Gross

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

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

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

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

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

4.6: TITAHI BAY ROAD SITE B - RIGHT OF DRAIN SEWAGE, STORMWATER,
AND RIGHT TO CONVEY WATER

Easement instrument

Dated

Page 2 of 5 pages

1. DEFINITIONS

1.1 In this easement instrument unless the context indicates otherwise:

"Drain Stormwater" and **"Drain Water"** means rain, spring, soakage or seepage and includes water accumulated on other land and from any public land or street.

"Easement Facility" means any pipes, conduits, open drains, open channels, pumps, tanks (with or without headwalls), manholes, valves, surface boxes, other equipment suitable for that purpose (whether above or under the ground), as at the date of this Instrument;

"Grantee" means the person shown as grantee on the first page of this Instrument and where applicable includes its successors and its agents, employees, contractors, tenants, licensees and invitees;

"Grantor" means the person named as grantor on the first page of this Instrument and where applicable includes its successors in title and its agents, employees, contractors, tenants, licensees and invitees;

"Servient Land" means the servient land described in Schedule A of this Instrument;

"Stipulated Course" means:

- (i) in relation to the right to drain sewage, area "B", "D", "G", "H", "J", "K", "M", "N" and "O" on SO 446371;
- (ii) in relation to the right to drain stormwater and water, area "A", "B", "F", "H", "I", "K", "L", "N", "Q", "R" on SO 446371; and
- (iii) in relation to the right to convey water, area "P" on SO 446371.

2. GRANT OF DRAINAGE EASEMENT

2.1 **Rights to Drain Stormwater and Convey and Drain water:** The Grantor grants to the Grantee as an easement in gross in perpetuity the right to take, convey and drain stormwater and water without obstruction and in any quantity through the Easement Facility via any mix of open channel or closed conduits now laid through the Stipulated Course and to discharge the stormwater and water beyond the Servient Land.

2.2 **Right to Drain Sewage:** The Grantor grants to the Grantee as an easement in gross in perpetuity the right to convey and drain sewage and other waste material and fluid without obstruction and in any quantity through the Easement Facility now laid through the Stipulated Course and to discharge it into the public sewer beyond the Servient Land.

2.3 The Grantee also has the right, subject to clause 3, to enter the Stipulated Course and any other parts of the Servient Land as are reasonable to do the following work:

2.3.1 to inspect, maintain, repair, dig up, alter, enlarge, renew or replace the Easement Facility (including replacement with an Easement Facility of the same or larger diameter); and

2.3.2 to do anything else in the full exercise of the rights in this Instrument, with the Grantee's agents, contractors and employees, and with or without tools, plant, equipment, and vehicles.

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE**

**4.6: TITAHU BAY ROAD SITE B - RIGHT OF DRAIN SEWAGE, STORMWATER,
AND RIGHT TO CONVEY WATER**

Easement instrument	Dated	Page 3 of 5 pages
2.4	The Grantee may leave any vehicles or equipment on the Servient Land for a reasonable period of time if work is proceeding.	
2.5	The Grantee will ensure that any work it performs is carried out in a proper and workmanlike manner.	
2.6	The Grantee will not be liable for, or pay any compensation for any damage to any improvements such as fences, structures, paving, surfacing, tree, shrub or plants etc that have extended or encroached upon the Stipulated Course if such damage arises due to a breach of the Grantor's obligations in clause 4 of this Instrument.	
2.7	The Grantee has no obligation to direct, convey or lead stormwater and water through the Easement Facility via any mix of open channel or closed conduits through the Servient Land continuously or at all.	
3.	ACCESS	
3.1	The Grantee's right of access in clause 2.3 may only be exercised on giving reasonable notice to the Grantor, except in an emergency.	
3.2	When obtaining access to the Stipulated Course, the Grantee must:	
3.2.1	so far as is practicable, use existing driveways and other areas suitable for access;	
3.2.2	in exercise of the powers hereby granted, endeavour to take reasonable and proper care not to damage the Servient Land or any property of the Grantor;	
3.2.3	reinstate the surface of the Servient Land to the same condition as soon as possible after any works have been completed, and resurface it if necessary with appropriate materials; and	
3.2.4	repair any fences or other improvements and replace any trees, shrubs and plants which have been destroyed or severely damaged on the Servient Land by the Grantee while accessing the Stipulated Course.	
4.	GRANTOR'S OBLIGATIONS	
	The Grantor may not:	
4.1	permit the growth of any trees, shrubs or other vegetation or the erection or establishment of any structure or surfacing whatsoever (excluding approved standard pathways, driveways and boundary fences that may cross over the Stipulated Course or Easement Facility at a right angle for a short length) on any part of the Stipulated Course, or do or permit or suffer thereon any act or acts which:	
4.1.1	in the opinion of the Grantee interfere with the Grantee's rights to this Instrument; or	
4.1.2	endanger or cause nuisance to the Grantee's operations, works, employees, agents or contractors in the course of their duties under this Instrument; or	
4.1.3	transgress any by-law of the Grantee or any statutory regulation relating to any of the Grantee's installations, works, or facilities on the Stipulated Course;	

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE**

**4.6: TITAHU BAY ROAD SITE B - RIGHT OF DRAIN SEWAGE, STORMWATER,
AND RIGHT TO CONVEY WATER**

- 4.1.4 change the existing surface levels of the Stipulated Course except with the Grantee's prior approval;

Easement instrument

Dated

Page 4 of 5 pages

- 4.1.5 cause or allow any damage to occur to the Easement Facility; or

- 4.1.6 do anything or allow anything to be done which would interfere with, or affect, the rights of the Grantee under this Instrument.

5. MAINTENANCE

The Grantee shall use its best endeavours to maintain the Easement Facility in the Stipulated Course so that it does not become a nuisance or a danger.

6. NO POWER TO TERMINATE

There is no implied power in this Instrument for the Grantor to terminate the rights granted under this Instrument due to the Grantee breaching any term of this Easement or for any other reason, it being the intention of the parties that the rights granted will continue forever unless surrendered.

7. STATUTORY RIGHTS

The easement rights are in substitution for those set out in the Fourth Schedule to the Land Transfer Regulations 2002, but otherwise this Instrument does not affect any statutory powers which the Grantee may have.

8. DISPUTES

If any dispute arises between the Grantor and Grantee about the rights in this Instrument which cannot be resolved by negotiation, the parties must submit at the request of either party to the arbitration of an independent arbitrator. This arbitrator is to be appointed jointly by the parties, and if they cannot agree on one within 14 days, by the President for the time being of the District Law Society where the Servient Land is situated. The arbitration will be determined in accordance with the Arbitration Act 1996 and its amendments or any statute which replaces it. The parties' execution of this Instrument is to be treated as a submission to arbitration.

9. GRANTEE'S RIGHTS AND OBLIGATIONS

- 9.1 The Grantee may exercise and enjoy with regard to this Instrument all authorities, powers, rights, remedies, immunities from liability, privileges, liberties and licences contained or implied herein or (without being limited or restricted by anything herein) which it now or in the future may possess or be entitled to or have vested in it by virtue of any statute or at law. In particular nothing herein contained shall be deemed to abrogate, limit, restrict or abridge any of the rights, powers and remedies vested in the Grantee by the Local Government Act 1974 or the Public Works Act 1981 or any amendment thereto or any Act or Acts passed in substitution therefore.

- 9.2 The Grantee will endeavour to maintain any installations, works and facilities in a workable and efficient state of repair for the purposes for which they are used or designed and will endeavour to prevent the same from becoming a nuisance.

- 9.3 Any installations laid by the Grantee on the Easement Facility shall remain at all times the property of the Grantee subject to its exclusive supervision and control, and may at any time be removed by the Grantee in its sole discretion without incurring any liability to the Grantor except as may be herein expressly provided.

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

4.6: TITAHI BAY ROAD SITE B - RIGHT OF DRAIN SEWAGE, STORMWATER,
AND RIGHT TO CONVEY WATER

Easement instrument

Dated

Page 5 of 5 pages

9.4 [The Grantee may assign, transfer or licence all or any part of its interest in this Instrument or part thereof without the consent of the Grantor.]

10. INDEMNITY

The Grantee shall indemnify the Grantor against all actions, suits, proceedings, claims and demands which may be brought or made against the Grantor as a direct result of the exercise by the Grantee of any of the rights granted by this Instrument.

11. NOTICES

Any notice required to be given to the Grantor by the Grantee shall be deemed sufficiently served if delivered personally or sent by prepaid post to the addressee's last known address in New Zealand or in the case of a body corporate, its registered office. Any notice personally delivered or posted shall be valid if served or given under the hand of any authorised representative of the notifying party.

SIGNED as a Deed on [date]

SIGNED by for and on behalf of [Insert)
name of trustee] **[Ngati Toa Rangatira)
Trust]** as Grantor in the presence of:)

Signature

Witness signature

Full name

Address

Occupation

SIGNED by for and on behalf of)
PORIRUA CITY COUNCIL as Grantee)
in the presence of:

Signature

Witness signature

Full name

Address

Occupation

4.7 WHITIANGA SITE

Clause 5.45.6(c)

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

4.8: WHITIANGA SITE

Form 3

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

Sections 90A and 90F, Land Transfer Act 1952

Land registration district

Wellington

BARCODE

Grantor

Sumame must be underlined

[insert name of trustee] [Ngati Toa Rangatira Trust]

Grantee

Sumame must be underlined

PORIRUA CITY COUNCIL

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

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

Dated this

day of

20

Attestation

See annexure schedule

Signed in my presence by the Grantor

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

Signature [common seal]
of Grantor

See annexure schedule

Signed in my presence by the Grantee

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

Signature [common seal]
of Grantee

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Grantee

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

4.8: WHITIANGA SITE

**Annexure
Schedule**

Easement instrument

Dated

Page 1 of 5 pages

Schedule A

Continue in additional Annexure Schedule if required

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient land (Identifier/CT)	Dominant land (Identifier/CT or in gross)
Right to Drain Sewage	Marked "A" on SO 446636	Section 1 SO 446636	In Gross
Right to Drain Stormwater	Marked "B" and "C" on SO 446636	Section 1 SO 446636	In Gross

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

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

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

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

4.8: WHITIANGA SITE

Easement instrument Dated Page 2 of 5 pages

1. DEFINITIONS

1.1 In this easement instrument unless the context indicates otherwise:

"**Drain Stormwater**" means rain, spring, soakage or seepage and includes water accumulated on other land and from any public land or street;

"**Easement Facility**" means any pipes, conduits, open drains, open channels, pumps, tanks (with or without headwalls), manholes, valves, surface boxes, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution;

"**Grantee**" means the person shown as grantee on the first page of this Instrument and where applicable includes its successors and its agents, employees, contractors, tenants, licensees and invitees;

"**Grantor**" means the person named as grantor on the first page of this Instrument and where applicable includes its successors in title and its agents, employees, contractors, tenants, licensees and invitees;

"**Servient Land**" means the servient land described in Schedule A of this Instrument;

"**Stipulated Course**" means:

- (i) in relation to the right to drain sewage, area "A" on SO 446636; and
- (ii) in relation to the right to drain stormwater, areas "B" and "C" on SO 446636.

2. GRANT OF DRAINAGE EASEMENT

2.1 **Right to Convey and Drain Stormwater:** The Grantor grants to the Grantee as an easement in gross in perpetuity the right to take, convey and drain stormwater without obstruction and in any quantity through the Easement Facility via any mix of open channel or closed conduits now laid or to be laid through the Stipulated Course and to discharge the stormwater beyond the Servient Land.

2.2 **Right to Convey and Drain Sewage:** The Grantor grants to the Grantee as an easement in gross in perpetuity the right to convey and drain sewage and other waste material and fluid without obstruction and in any quantity through the Easement Facility now laid or to be laid through the Stipulated Course and to discharge it into the public sewer beyond the Servient Land.

2.3 The Grantee also has the right, subject to clause 3, to enter the Stipulated Course and any other parts of the Servient Land as are reasonable to do the following work:

- 2.3.1 to dig and lay the Easement Facility through or on the Stipulated Course, at a width of 3 metres and a depth and line determined by the Grantee;
- 2.3.2 to inspect, maintain, repair, dig up, alter, enlarge, renew or replace the Easement Facility (including replacement with an Easement Facility of the same or larger diameter); and
- 2.3.3 to do anything else in the full exercise of the rights in this Instrument, with the Grantee's agents, contractors and employees, and with or without tools, plant, equipment, and vehicles.

4.8: WHITIANGA SITE

Easement instrument Dated Page 3 of 5 pages

- 2.4. The Grantee may leave any vehicles or equipment on the Servient Land for a reasonable period of time if work is proceeding.
- 2.5. The Grantee will ensure that any work it performs is carried out in a proper and workmanlike manner.
- 2.6. The Grantee will not be liable for, or pay any compensation for any damage to any improvements such as fences, structures, paving, surfacing, tree, shrub or plants etc that have extended or encroached upon the Stipulated Course if such damage arises due to a breach of the Grantor's obligations in clause 4 of this Instrument.
- 2.7. The Grantee has no obligation to direct, convey or lead stormwater through the Easement Facility via any mix of open channel or closed conduits through the Servient Land continuously or at all.

3. ACCESS

- 3.1. The Grantee's right of access in clause 2.3 may only be exercised on giving reasonable notice to the Grantor, except in an emergency.
- 3.2. When obtaining access to the Stipulated Course, the Grantee must:
- 3.2.1 so far as is practicable, use existing driveways and other areas suitable for access;
 - 3.2.2 in exercise of the powers hereby granted, endeavour to take reasonable and proper care not to damage the Servient Land or any property of the Grantor;
 - 3.2.3 reinstate the surface of the Servient Land to the same condition as soon as possible after any works have been completed, and resurface it if necessary with appropriate materials; and
 - 3.2.4 repair any fences or other improvements and replace any trees, shrubs and plants which have been destroyed or severely damaged on the Servient Land by the Grantee while accessing the Stipulated Course.

4. GRANTOR'S OBLIGATIONS

The Grantor may not:

- 4.1 permit the growth of any trees, shrubs or other vegetation or the erection or establishment of any structure or surfacing whatsoever (excluding approved standard pathways, driveways and boundary fences that may cross over the Stipulated Course or Easement Facility at a right angle for a short length) on any part of the Stipulated Course, or do or permit or suffer thereon any act or acts which:
- 4.1.1 in the opinion of the Grantee interfere with the Grantee's rights to this Instrument; or
 - 4.1.2 endanger or cause nuisance to the Grantee's operations, works, employees, agents or contractors in the course of their duties under this Instrument; or
 - 4.1.3 transgress any by-law of the Grantee or any statutory regulation relating to any of the Grantee's installations, works, or facilities on the Stipulated Course;
 - 4.1.4 change the existing surface levels of the Stipulated Course except with the Grantee's prior approval;

4.8: WHITIANGA SITE

Easement instrument Dated Page 4 of 5 pages

4.1.5 cause or allow any damage to occur to the Easement Facility; or

4.1.6 do anything or allow anything to be done which would interfere with, or affect, the rights of the Grantee under this Instrument.

5. MAINTENANCE

The Grantee shall use its best endeavours to maintain the Easement Facility in the Stipulated Course so that it does not become a nuisance or a danger.

6. NO POWER TO TERMINATE

There is no implied power in this Instrument for the Grantor to terminate the rights granted under this Instrument due to the Grantee breaching any term of this Easement or for any other reason, it being the intention of the parties that the rights granted will continue forever unless surrendered.

7. STATUTORY RIGHTS

The easement rights are in substitution for those set out in the Fourth Schedule to the Land Transfer Regulations 2002, but otherwise this Instrument does not affect any statutory powers which the Grantee may have.

8. DISPUTES

If any dispute arises between the Grantor and Grantee about the rights in this Instrument which cannot be resolved by negotiation, the parties must submit at the request of either party to the arbitration of an independent arbitrator. This arbitrator is to be appointed jointly by the parties, and if they cannot agree on one within 14 days, by the President for the time being of the District Law Society where the Servient Land is situated. The arbitration will be determined in accordance with the Arbitration Act 1996 and its amendments or any statute which replaces it. The parties' execution of this Instrument is to be treated as a submission to arbitration.

9. GRANTEE'S RIGHTS AND OBLIGATIONS

9.1 The Grantee may exercise and enjoy with regard to this Instrument all authorities, powers, rights, remedies, immunities from liability, privileges, liberties and licences contained or implied herein or (without being limited or restricted by anything herein) which it now or in the future may possess or be entitled to or have vested in it by virtue of any statute or at law. In particular nothing herein contained shall be deemed to abrogate, limit, restrict or abridge any of the rights, powers and remedies vested in the Grantee by the Local Government Act 1974 or the Public Works Act 1981 or any amendment thereto or any Act or Acts passed in substitution therefore.

9.2 The Grantee will endeavour to maintain any installations, works and facilities in a workable and efficient state of repair for the purposes for which they are used or designed and will endeavour to prevent the same from becoming a nuisance.

9.3 Any installations laid by the Grantee on the Easement Facility shall remain at all times the property of the Grantee subject to its exclusive supervision and control, and may at any time be removed by the Grantee in its sole discretion without incurring any liability to the Grantor except as may be herein expressly provided.

9.4 [The Grantee may assign, transfer or licence all or any part of its interest in this Instrument or part thereof without the consent of the Grantor.]

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE**

4.8: WHITIANGA SITE

Easement instrument Dated Page 5 of 5 pages

10. INDEMNITY

The Grantee shall indemnify the Grantor against all actions, suits, proceedings, claims and demands which may be brought or made against the Grantor as a direct result of the exercise by the Grantee of any of the rights granted by this Instrument.

11. NOTICES

Any notice required to be given to the Grantor by the Grantee shall be deemed sufficiently served if delivered personally or sent by prepaid post to the addressee's last known address in New Zealand or in the case of a body corporate, its registered office. Any notice personally delivered or posted shall be valid if served or given under the hand of any authorised representative of the notifying party.

SIGNED as a Deed on [date]

SIGNED by for and on behalf of [Insert)
name of trustee] **[Ngati Toa Rangatira)
Trust]** as Grantor in the presence of:)

Signature

Witness signature

Full name

Address

Occupation

SIGNED by for and on behalf of)
PORIRUA CITY COUNCIL as Grantee)
in the presence of:)

Signature

Witness signature

Full name

Address

Occupation

4.8 ONEHUNGA BAY

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

4.8: ONEHUNGA BAY

Form 3

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

Sections 90A and 90F, Land Transfer Act 1952

Land registration district

Wellington

BARCODE

Grantor

Surname must be underlined

[insert name of trustee] **Ngati Toa Settlement Trust**

Grantee

Surname must be underlined

**HER MAJESTY THE QUEEN IN RIGHT OF NEW ZEALAND ACTING BY AND THROUGH
THE MINISTER OF CONSERVATION**

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

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

Dated this

day of

20

Attestation

See annexure schedule

Signature [common seal]
of Grantor

Signed in my presence by the Grantor

Signature of witness
Witness to complete in BLOCK letters (unless legibly
printed)
Witness name
Occupation
Address

See annexure schedule

Signature [common seal]
of Grantee

Signed in my presence by the Grantee

Signature of witness
Witness to complete in BLOCK letters (unless legibly
printed)
Witness name
Occupation
Address

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Grantee

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

4.8: ONEHUNGA BAY

**Annexure
Schedule**

Easement instrument

Dated

Page 1 of 5 pages

Schedule A

Continue in additional Annexure Schedule if required

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient land (Identifier/CT)	Dominant land (Identifier/CT or in gross)
Right to convey water	Marked "A" on SO 446704	Section 2 SO 446704	Section 4 SO 446704 [WN447/193] (limited as to parcels)

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

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

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

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

4.8: ONEHUNGA BAY

**Annexure
Schedule**

Easement instrument

Dated

Page 2 of 5 pages

Right to convey water

The Grantor grants to the Grantee the right to convey water over and/or through that part of the servient land described as "A" on survey office plan 446704 ("the Easement Land") to the dominant land.

Access

1. The Grantee shall have a right of access along such parts of the Easement Land as are allocated for such purpose by the Grantor from time to time with or without vehicles, plant and/or equipment, solely for the purpose of allowing the Grantee to exercise any of the rights granted under this Easement, at any time provided that:
 - (a) except in the case of emergency no such rights of access will be exercised without the prior consent of the Grantor; and
 - (b) in exercising such rights of access the Grantee shall use reasonable endeavours to minimise and avoid any unnecessary damage to the Easement Land and shall immediately reinstate the Easement Land or any improvements thereon (including restoring the surface thereof and replanting vegetation) where any damage is caused in the process of exercising any rights under this Easement; and
 - (c) if the Grantee fails within six months after the date when written notice of such damage is provided by the Grantor to the Grantee to reinstate the Easement Land and any improvements thereon (including destroying the surface thereof and replanting vegetation), the Grantor may, after first having given the Grantee at least one month's written notice of its intention to do so, undertake the necessary work and recover costs for this work from the Grantee.

Repair and Maintenance

2. The Grantee shall be entitled to install any equipment necessary to exercise its rights under this Easement and shall repair and maintain such equipment at its cost in all things, so as to keep such equipment in good order, condition and repair and to prevent the equipment from becoming a danger or nuisance.

Erection of Notice etc

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

Grantor's Consent

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

4.8: ONEHUNGA BAY

Easement instrument

Dated

Page 3 of 5 pages

Application for Resource Consents

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

Equipment Property of Grantee

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

Minimisation of Disruption

7. The Grantee shall use all reasonable endeavours to cause as little disturbance and disruption to the carrying on of the enjoyment of the Easement Land by the Grantor although the Grantor accepts that this provision shall not prevent, restrict or hinder the Grantee from carrying out its farming or public conservation (including recreation) business in a normal manner consistent with the rights granted to it in this Easement.

Surrender of Easement

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

Dispute Resolution

9. (a) In the event of any dispute arising between the parties in respect of or in connection with this Easement, the parties shall, without prejudice to any other right or entitlement they may have under this Easement or otherwise, explore whether the dispute can be resolved by use of the alternative dispute resolution technique of mediation. The rules governing such techniques shall be agreed between the parties or as recommended by the New Zealand Law Society or as selected by the Chairman of the New Zealand Chapter of LEADR (Lawyers Engaged in Alternative Dispute Resolution).
- (b) In the event the dispute is not resolved within twenty-eight days of written notice by one party to the other of the dispute (or such further period agreed in writing between the parties), either party may refer the dispute to arbitration under the provisions of the Arbitration Act 1996 or any successor legislation. The arbitrator shall be agreed between the parties within 10 days of written notice of the referral by the referring party to the other or failing agreement appointed by the President of the New Zealand Law Society. In either case, the arbitrator shall not be a person who has participated in any informal dispute resolution procedure in respect of the dispute.

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

4.8: ONEHUNGA BAY

Easement instrument

Dated

Page 4 of 5 pages

Notices

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

Grantor not to interfere with Grantee's Rights

11. The Grantor shall not at any time, do, permit or suffer to be done any act whereby the rights granted to the Grantee under this Easement may be interfered with.

Grantee not to interfere with Grantor's Rights

12. The Grantee shall not at any time, do permit or suffer to be done any act whereby the rights of the Grantor may be interfered with, subject to the within rights granted to the Grantee.

SIGNED as a Deed on [date]

SIGNED for and on behalf of)
HER MAJESTY THE QUEEN)
in right of New Zealand, as Grantee by)
the Conservator for the Wellington)
Conservancy acting for the Minister of)
Conservation under delegated authority)
in accordance with sections 57 and 58 of)
the conservation Act 1987 and section 41)
of the State Sector Act 1988)
)
Signature of Conservator for the)
Wellington Conservancy)
[insert name])
in the presence of:)

Signature of witness

Witness name

Occupation

Address

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

4.8: ONEHUNGA BAY

**Annexure
Schedule**

Easement instrument

Dated

Page 4 of 5 pages

SIGNED by for and on behalf of)
[insert trustee names of])
NGATI TOA SETTLEMENT TRUST)
as Grantor in the presence of:)

Signature

Signature of witness

Witness name

Occupation

Address

4.9 TE ARAI O WAIRAU

Clause 5.45.6(d)

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

4.9: TE ARAI O WAIRAU

Form 3

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

Sections 90A and 90F, Land Transfer Act 1952

Land registration district

Nelson

BARCODE

Grantor

Surname must be underlined

[insert name of trustee] [Ngati Toa Rangatira Trust]

Grantee

Surname must be underlined

MARLBOROUGH DISTRICT COUNCIL

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

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

Dated this

day of

20

Attestation

See annexure schedule

Signed in my presence by the Grantor

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

Signature [common seal]
of Grantor

See annexure schedule

Signed in my presence by the Grantee

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

Signature [common seal]
of Grantee

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Grantee

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

4.9: TE ARAI O WAIRAU

**Annexure
Schedule**

Easement instrument

Dated

Page 2 of 6 pages

Schedule A

Continue in additional Annexure Schedule if required

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient Land (Identifier/CT)	Dominant Land (Identifier/CT or in gross)
Right to place monument	Marked "A" on SO 446375	Section 2 SO 446375	In gross

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

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

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

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

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

4.9: TE ARAI O WAIRAU

**Annexure
Schedule**

Easement instrument

Dated

Page 3 of 6 pages

Background

- A. The Grantor is the registered proprietor of that land contained in computer freehold register [] which is held for historic purposes under the Reserves Act 1977.
- B. The parties acknowledge and agree the Grantee owns the monument commemorating the Wairau Affray and known as the Wairau Affray Plaque, located on the Servient Land.
- C. The Grantor has agreed to grant to the Grantee an easement right to place a monument on the Servient Land on the terms and conditions set out in this Instrument.
- D. The parties have entered into this Instrument to record the arrangements between them.

Grant of Right to Place and Access the Monument

- 1. The Grantor grants to the Grantee as an easement in perpetuity a right to place the monument on the Easement Land for commemorative purposes on the terms and conditions set out in this Instrument.
- 2. The Grantee also has the right to enter onto the Easement Land and any other parts of the Servient Land as are reasonable, on foot or with or without vehicles (subject to prior written approval from the Grantor, not to be unreasonably withheld), plant and equipment at anytime, for the purposes of allowing the Grantee to exercise any of the rights granted under this Instrument, including inspecting, maintaining, renewing or replacing the monument with a monument similar in purpose and construction (subject to prior written approval from the Grantor not to be unreasonably withheld).

Obligations of the Grantee

- 3. In exercising its rights under this Instrument the Grantee shall cause as little damage or disturbance as possible to the Servient Land and will complete all works on the Easement Land promptly and in a proper workmanlike manner and shall at its cost restore the surface of the Servient Land as nearly as reasonably possible to its former condition prior to the Grantee's use pursuant to this Instrument.
- 4. The Grantee will ensure at all times, in the exercise of its rights as set out in this Instrument, that it will not obstruct or hamper the Grantor in its normal or reasonable use of the Servient Land.
- 5. The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove or otherwise dispose of any vegetation on the Servient Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any vegetation without the prior written consent of the Grantor.
- 6. The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Instrument.

4.9: TE ARAI O WAIRAU

Easement instrument

Dated

Page 4 of 6 pages

Grantor not to interfere with Grantee's Rights

7. The Grantor shall not at any time, do, permit or suffer to be done any act whereby the rights granted to the Grantee under this Instrument may be interfered with.

Default

8. If either party fails (**Defaulting Party**) to perform or join with the other party (**Other Party**) in performing any obligation under this Instrument, the following provisions will apply:
- (e) the Other Party may serve a written notice on the Defaulting Party (**Default Notice**) specifying the default and requiring the Defaulting Party to perform or to join in performing the obligation and stating that, after the expiry of one month from service of the Default Notice, the other party may perform the obligation;
 - (f) if after the expiry of one month from service of the Default Notice, the Defaulting Party has not performed or joined in performing the obligation, the Other Party may:
 - (i) perform the obligation; and
 - (ii) for that purpose enter on to the Servient land;
 - (g) the Defaulting Party must pay to the other party the costs of:
 - (i) the Default Notice; and
 - (ii) the Other Party in performing the obligation of the Defaulting Party, within one month of receiving written notice of the Other Party's costs; and
 - (h) the Other Party may recover any money payable under clause 8(c) from the Defaulting Party as a liquidated debt.

Dispute Resolution

9. In the event of any dispute arising between the parties in respect of or in connection with this Instrument, the parties shall, without prejudice to any other right or entitlement they may have under this Instrument or otherwise, explore whether the dispute can be resolved by use of the alternative dispute resolution technique of mediation. The rules governing such techniques shall be agreed between the parties or as recommended by the New Zealand Law Society or as selected by the Chairman of the New Zealand Chapter of LEADR (Lawyers Engaged in Alternative Dispute Resolution).
10. In the event the dispute is not resolved within twenty-eight days of written notice by one party to the other of the dispute (or such further period agreed in writing between the parties), either party may refer the dispute to arbitration under the provisions of the Arbitration Act 1996 or any successor legislation. The arbitrator shall be agreed between the parties within 10 days of written notice of the referral by the referring party to the other or failing agreement appointed by the President of the New Zealand Law Society. In either case, the arbitrator shall not be a person who has participated in any informal dispute resolution procedure in respect of the dispute.

Notices

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

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

4.9: TE ARAI O WAIRAU

Easement instrument

Dated

Page 5 of 6 pages

No Power to Terminate

12. There is no implied power in this Instrument for the Grantor to terminate the easement rights due to the Grantee breaching any term of this Instrument for any other reason, it being the intention of the parties that the easement rights will continue forever unless surrendered.

Definitions and Interpretation

13. In this Instrument unless the context otherwise requires:

"**Easement Land**" means that part of the Servient Land over which the monument is to be placed marked "A" on SO Plan 446375.

"**Grantee**" means the Marlborough District Council and includes any licensee, lessee, its employees, contractors, invitees, successors or assigns.

"**Grantor**" means [Ngati Toa Rangatira Trust] and includes any other owners from time to time of the Servient Land.

"**Instrument**" means this instrument.

"**monument**" means that monument known as the Wairau Affray Plaque and subject to clause 2 of this Instrument includes any replacement monument.

"**Servient Land**" means the land over which the monument is to be placed as described in Schedule A of this Instrument.

14. In the interpretation of this Instrument, unless the context otherwise requires:

- (a) the headings and subheadings appear as a matter of convenience and shall not affect the interpretation of this Instrument;
- (b) references to any statute, regulation or other statutory instrument or bylaw are references to the statute, regulation, instrument or bylaw as from time to time amended and includes substitution provisions that substantially correspond to those referred to; and
- (c) the singular includes the plural and vice versa and words incorporating any gender shall include every gender.

SIGNED as a Deed on [date]

SIGNED by for and on behalf of [insert
name of trustee] Ngati Toa Rangatira)
Trust as Grantor in the presence of:)

Signature

Witness signature

Full name

Address

Occupation

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

4.9: TE ARAI O WAIRAU

Easement instrument

Dated

Page 6 of 6 pages

SIGNED by for and on behalf of)
MARLBOROUGH DISTRICT COUNCIL)
as Grantee in the presence of:)

Signature

Witness signature

Full name

Address

Occupation

5. LEASES

5.1 AGREED FINAL FORM OF LEASE WITH THE MINISTRY OF EDUCATION

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

5.1: AGREED FINAL FORM OF LEASE WITH THE MINISTRY OF EDUCATION

AGREED FINAL FORM

29 August 2012

MINISTRY OF EDUCATION
TREATY SETTLEMENT LEASE

Form F

LEASE INSTRUMENT

(Section 115 Land Transfer Act 1952)

BARCODE

Land registration district

[]

Affected instrument Identifier
and type (if applicable)

All/part

Area/Description of part or stratum

[]	[]	[]
-----	-----	-----

Lessor

[]

Lessee

HER MAJESTY THE QUEEN for education purposes

Estate or Interest

Insert "fee simple"; "leasehold in lease number " etc.

Fee simple

Lease Memorandum Number (if applicable)

Not applicable

Term

See Annexure Schedule

Rental

See Annexure Schedule

Lease and Terms of Lease

If required, set out the terms of lease in Annexure Schedules

The Lessor leases to the Lessee and the Lessee accepts the lease of the above Estate or Interest in the land in the affected computer register(s) for the Term and at the Rental and on the Terms of Lease set out in the Annexure Schedule(s)

NGATI TOA RANGATIRA DEED OF SETTLEMENT
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5.1: AGREED FINAL FORM OF LEASE WITH THE MINISTRY OF EDUCATION

Attestation

Signature of the Lessor	Signed in my presence by the Lessor
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p>[]</p>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p>[]</p>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
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<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p>[]</p>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>

NGATI TOA RANGATIRA DEED OF SETTLEMENT
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5.1 AGREED FINAL FORM OF LEASE WITH THE MINISTRY OF EDUCATION

BACKGROUND

- A The purpose of this Lease is to give effect to the signed Deed of Settlement between **Ngati Toa Rangatira** and the Crown, under which the parties agreed to transfer the Land to **the Trustee(s) of the Toa Rangatira Trust** and lease it back to the Crown.
- B The Lessor owns the Land described in Item 1 of Schedule A.
- C The Lessor has agreed to lease the Land to the Lessee on the terms and conditions in this Lease.
- D The Lessor leases to the Lessee the Land from the Start Date, at the Annual Rent, for the Term, with the Rights of Renewal and for the Permitted Use all as described in Schedule A.
- E The Lessee accepts this Lease of the Land to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants as set out in Schedules A and B.

SCHEDULE A

ITEM 1 THE LAND

[insert full legal description - note that improvements are excluded].

ITEM 2 START DATE

[insert start date].

ITEM 3 ANNUAL RENT

\$(*insert agreed rent*) plus GST per annum payable monthly in advance on the first day of each month but the first payment shall be made on the Start Date on a proportionate basis for any broken period until the first day of the next month.

ITEM 4 TERM OF LEASE

21 Years.

ITEM 5 LESSEE OUTGOINGS

- 5.1 Rates and levies payable to any local or territorial authority, excluding any taxes levied against the Lessor in respect of its interest in the Land.
- 5.2 All charges relating to the maintenance of any Lessee Improvements (whether of a structural nature or not).
- 5.3 The cost of ground maintenance, including the maintenance of playing fields, gardens and planted and paved areas.
- 5.4 Maintenance of car parking areas.
- 5.5 All costs associated with the maintenance or replacement of any fencing on the Land.

NGATI TOA RANGATIRA DEED OF SETTLEMENT
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5.1 AGREED FINAL FORM OF LEASE WITH THE MINISTRY OF EDUCATION

ITEM 6 PERMITTED USE

The Permitted Use referred to in clause 9.

ITEM 7 RIGHT OF RENEWAL

Perpetual rights of renewal of 21 years each with the first renewal date being the 21st anniversary of the Start Date, and then each subsequent renewal date being each 21st anniversary after that date.

ITEM 8 RENT REVIEW DATES

The 7th anniversary of the Start Date and each subsequent 7th anniversary after that date.

ITEM 9 LESSEE'S IMPROVEMENTS

As defined in clause 1.9 and including the following existing improvements:
[List here all existing buildings and improvements on the Land together with all playing fields and sub soil works (including stormwater and sewerage drains) built or installed by the Lessee or any agent, contractor or sublessee or licensee of the Lessee on the Land].

[]

The above information is taken from the Lessee's records as at [].

A site inspection was not undertaken to compile this information.

NGATI TOA RANGATIRA DEED OF SETTLEMENT
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SCHEDULE B

1 Definitions

1.1 The term "Lessor" includes and binds:

- (a) the persons executing this Lease as Lessor; and
- (b) any Lessor for the time being under the Lease; and
- (c) all the respective executors, administrators, successors, assignees and successors in the title of each Lessor and if more than one jointly and severally.

1.2 The term "Lessee" includes and binds:

- (a) the person executing this Lease as Lessee; and
- (b) all the Lessees for the time being under the Lease; and
- (c) all the respective executors, administrators, successors, assignees and successors in the title of each Lessee and if more than one jointly and severally.

1.3 "Business Day" means a day that is not:

- (a) a Saturday or Sunday; or
- (b) Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, and Labour Day; or
- (c) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; or
- (d) the days observed as the anniversaries of the provinces of [Auckland] [and] Wellington.

1.4 "Crown" has the meaning given in section 2(1) of the Public Finance Act 1989.

1.5 "Crown Body" means:

- (a) a Crown entity (as defined by section 7(1) of the Crown Entities Act 2004); and
- (b) a State enterprise (as defined in section 2 of the State-Owned Enterprises Act 1986); and
- (c) the New Zealand Railways Corporation; and
- (d) a company or body that is wholly owned or controlled by one or more of the following:
 - (i) the Crown;
 - (ii) a Crown entity;
 - (iii) a State enterprise; and
- (e) a subsidiary of, or related company to, a company or body referred to in clause 1.5(d).

1.6 "Department" has the meaning given in section 2 of the Public Finance Act 1989.

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- 1.7 "Education Purposes" means any or all lawful activities necessary for, or reasonably related to, the provision of education.
- 1.8 "Legislation" means any applicable statute (including regulations, orders, rules or notices made under that statute and all amendments to or replacements of that statute), and all bylaws, codes, standards, requisitions or notices made or issued by any lawful authority.
- 1.9 "Lessee's Improvements" means all improvements on the Land of any kind including buildings, sealed yards, paths, lawns, gardens, fences, playing fields, subsoil works (including stormwater and sewerage drains) and other property of any kind built or placed on the Land by the Lessee or any agent or sub-lessee or licensee of the Lessee whether before or after the Start Date of this Lease and includes those listed in Item 9 of Schedule A.
- 1.10 "Lessee's property" includes property owned wholly or partly by a sublessee or licensee of the Lessee.
- 1.11 "Maintenance" includes repair.
- 1.12 "Public Work" has the meaning given in section 2 of the Public Works Act 1981.
- 1.13 "Sublet" and "Sublease" include the granting of a licence to occupy the Land or part of it.

2 Payment of Annual Rent

- 2.1 The Lessee will pay the Annual Rent as set out in Item 3 of Schedule A without any deduction or set off.
- 2.2 The initial Annual Rent payable at the Start Date will be set at 6.25% of the Transfer Value of the Land.
- 2.3 The Transfer Value of the Land is equivalent to the market value of the Land exclusive of improvements less 20%.

3 Rent Review

When a party initiates the rent review process as set out in clause 3.5:

- 3.1 The proposed Annual Rent will be calculated on the basis of an Annual Rent of 6.25% of the midpoint between:
- (a) the Current Market Value of the Land as a School Site, as defined in clause 3.2; and
 - (b) the Nominal Value being:
 - (i) during the initial Term: a value based on 4% growth per annum of the Transfer Value of the Land; or
 - (ii) for subsequent Terms: a value based on 4% growth per annum of the reset Nominal Value as calculated in clause 3.4.
- 3.2 The Current Market Value of the Land as a School Site referred to in clause 3.1(a) above is equivalent to the market value of the Land exclusive of improvements based on highest and best use less 20%.

NGATI TOA RANGATIRA DEED OF SETTLEMENT
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5.1 AGREED FINAL FORM OF LEASE WITH THE MINISTRY OF EDUCATION

- 3.3 In any rent review under this Lease the highest and best use on which the Annual Rent is based is to be calculated on the zoning for the Land in force at the beginning of that Term.
- 3.4 A new value for the Nominal Value will be reset to the midpoint between the two values set out in 3.1(a) and whichever of (b)(i) or (b)(ii) is applicable:
- (a) at the start date of every new Term; and
 - (b) at any Rent Review Date where the Nominal Value has been consistently either higher than the market value for the three consecutive Rent Review Dates or Lease renewal dates, or lower than the market value for the three consecutive Rent Review Dates or Lease renewal dates.
- 3.5 The rent review process will be as follows:
- (a) At any time during the period which starts three months before any Rent Review Date and ends one year after any Rent Review Date (time being of the essence) either party may give written notice to the other specifying a new Annual Rent, calculated in accordance with clause 3.1, which the notifying party considers should be charged from that Rent Review Date ("Rent Review Notice"). The Rent Review Notice must be supported by a registered valuer's certificate.
 - (b) If the notified party accepts the notifying party's assessment in writing the Annual Rent will be the rent specified in the Rent Review Notice which will be payable in accordance with step (l) below.
 - (c) If the notified party does not agree with the notifying party's assessment it has 30 Business Days after it receives the Rent Review Notice to issue a notice disputing the proposed new rent ("the Dispute Notice"), in which case the steps set out in (d) to (k) below must be followed. The Dispute Notice must specify a new Annual Rent, calculated in accordance with clause 3.1, which the notified party considers should be charged from that Rent Review Date, and be supported by a registered valuer's certificate.
 - (d) Until the new rent has been determined or agreed, the Lessee will continue to pay the Annual Rent at the existing amount which had been payable up to the Rent Review Date.
 - (e) The parties must try to agree on a new Annual Rent.
 - (f) If a new Annual Rent has not been agreed within 20 Business Days of the receipt of the Dispute Notice then the new Annual Rent may be determined either:
 - (i) by one party giving written notice to the other requiring the new Annual Rent to be determined by arbitration; or
 - (ii) if the parties agree, by registered valuers acting as experts and not as arbitrators as set out in steps (g) to (k) below.
 - (g) Within 10 Business Days of receipt of the written notice each party will appoint a valuer and give written notice of the appointment to the other party. If the party receiving a notice fails to appoint a valuer within the 10 Business Day period then the valuer appointed by the other party will

NGATI TOA RANGATIRA DEED OF SETTLEMENT
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5.1 AGREED FINAL FORM OF LEASE WITH THE MINISTRY OF EDUCATION

determine the new Annual Rent and that determination will be binding on both parties.

- (h) Within 10 Business Days of their appointments the two valuers must appoint an umpire who must be a registered valuer. If the valuers cannot agree on an umpire they must ask the president of the Property Institute of New Zealand Incorporated (or equivalent) to appoint an umpire.
- (i) Once the umpire has been appointed the valuers must try to determine the new Annual Rent by agreement. If they fail to agree within 40 Business Days (time being of the essence) the Annual Rent will be determined by the umpire.
- (j) Each party will have the opportunity to make written or verbal representations to the umpire within the period, and on the conditions, set by the umpire.
- (k) When the rent has been determined or agreed, the umpire or valuers must give written notice of it to the parties. The parties will each pay their own valuer's costs and will share the umpire's costs equally between them.
- (l) Once the new rent has been agreed or determined it will be the Annual Rent from the Rent Review Date or the date of the notifying party's notice if that notice is given later than 60 Business Days after the Rent Review Date.
- (m) The new Annual Rent may at the option of either party be recorded in a variation of this Lease, at the cost of the party requesting that variation.

4 Payment of Lessee Outgoings

During the Term of this Lease the Lessee must pay the Lessee Outgoings specified in Item 5 of Schedule A directly to the relevant person.

5 Valuation Roll

Where this Lease is registered under section 115 of the Land Transfer Act 1952 the Lessee will be entered in the rating information database and the district valuation roll as the ratepayer for the Land and will be responsible for payment of any rates.

6 Utility Charges

- 6.1 The Lessee must promptly pay to the relevant authority or supplier all utility charges including water, sewerage, drainage, electricity, gas, telephone and rubbish collection which are separately metered or charged in respect of the Land.
- 6.2 If any utility or service is not separately charged in respect of the Land then the Lessee will pay a fair and reasonable proportion of the charges.
- 6.3 If required to do so by the Lessor or any local authority the Lessee must at its own expense install any meter necessary to assess the charges for any utility or other service supplied to the Land.

7 Goods and Services Tax

The Lessee will pay the Lessor on demand the goods and services tax (GST) payable by the Lessor in respect of the Annual Rent and other payments payable by the Lessee under this Lease.

5.1 AGREED FINAL FORM OF LEASE WITH THE MINISTRY OF EDUCATION

8 Interest

If the Lessee fails to pay within 10 Business Days any amount payable to the Lessor under this Lease (including rent) the Lessor may charge the Lessee interest at the maximum rate of interest from time to time payable by the Lessor to its principal banker for an overdraft facility plus a margin of 4% per annum accruing on a daily basis from the due date for payment until the Lessee has paid the overdue amount. The Lessor is entitled to recover this interest as if it were rent in arrears.

9 Permitted Use of Land

The Land may be used for Education Purposes, and/or any other Public Work, including any lawful secondary or incidental use.

10 Designation

The Lessor consents to the Lessee requiring a designation or designations under the Resource Management Act 1991 for the purposes of the Permitted Use and maintaining that designation or those designations for the Term of this Lease. The Lessee must remove the designation at the end of the lease.

11 Compliance with Law

The Lessee must at its own cost comply with the provisions of all relevant Legislation.

12 Hazards

12.1 The Lessee must take all reasonable steps to minimise or remedy any hazard arising from the Lessee's use of the Land and ensure that any hazardous goods are stored or used by the Lessee or its agents on the Land in accordance with all relevant Legislation.

12.2 Subject to clause 13, in the event the state of the Land is altered by any natural event including flood, earthquake, slip or erosion the Lessor agrees at its own cost to promptly address any hazards for the protection of occupants of the site and to remediate any hazards as soon as possible.

13 Damage or Destruction

13.1 Total Destruction

If the Land or the Lessee's Improvements or any portion thereof shall be destroyed or so damaged so as to render the Land or the Lessee's Improvements unsuitable for the Permitted Use to which it was put at the date of the destruction or damage (the "Current Permitted Use"), then either party may, within three months of the date of the damage, give the other 20 Business Days notice of termination, and the whole of the Annual Rent and Lessee Outgoings shall cease to be payable as from the date of the damage.

13.2 Partial Destruction

(a) If the Land, or any portion of the Land, shall be damaged or destroyed but not so to render the Land or the Lessee's Improvements unfit for the Current Permitted Use then the Lessor shall, with all reasonable speed, repair such damage and reinstate the Land so as to allow the Lessee to repair and reinstate the Lessee's Improvements, as the case may be.

(b) The whole (or a fair proportion, having regard to the nature and extent to which the Lessee can use the Land for the Current Permitted Use) of the Annual Rent

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and Lessee's Outgoings shall cease to be payable for the period starting on the date of the damage and ending on the date when:

- (i) the repair and reinstatement of the Land have been completed; and
 - (ii) the Lessee can lawfully occupy the Land.
- (c) If:
- (i) in the reasonable opinion of the Lessor it is not economically viable to repair and reinstate the Land; or
 - (ii) any necessary council consents shall not be obtainable,

then the term will terminate with effect from the date that either such fact is established.

13.3 Natural Disaster or Civil Defence Emergency

- (a) If there is a natural disaster or civil emergency and the Lessee is unable to gain access to all parts of the Land or to fully use the Land for its Current Permitted Use (for example, because the Land is situated within a prohibited or restricted access cordon or access to or occupation of the Land is not feasible as a result of the suspension or unavailability of services such as energy, water or sewerage) then the whole (or a fair proportion, having regard to the extent to which it can be put to its Current Permitted Use) of the Annual Rent and Lessee Outgoings shall cease to be payable for the period starting on the date when the Lessee became unable to gain access to the Land or to lawfully conduct the Current Permitted Use from the Land (as the case may be) and ending on the later date when:
- (i) such inability ceases; or
 - (ii) (if clause 13.2 applies) the date when the repair and reinstatement of the Land have been completed.
- (b) Where either clause 13.2 or clause 13.3(a) applies, the Lessee may, at its sole option, terminate this Lease if:
- (i) the relevant clause has applied for a period of 6 months or more; or
 - (ii) the Lessee can at any time establish with reasonable certainty that the relevant clause will apply for a period of 6 months or more.

13.4 Any termination pursuant to this clause 13 shall be without prejudice to the rights of either party against the other.

13.5 Notwithstanding anything to the contrary, no payment of Annual Rent or Lessee Outgoings by the Lessee at any time, nor any agreement by the Lessee as to an abatement of Annual Rent and/or Lessee Outgoings shall prejudice the Lessee's rights under this clause 13 to:

- (a) assert that this lease has terminated; or
- (b) claim an abatement or refund of Annual Rent and/or Lessee Outgoings.

14 Contamination

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5.1 AGREED FINAL FORM OF LEASE WITH THE MINISTRY OF EDUCATION

- 14.1 When this Lease ends the Lessee agrees to remedy any Contamination caused by the use of the Land by the Lessee or its agents during the Term of the Lease by restoring the Land to a standard reasonably fit for human habitation.
- 14.2 Under no circumstances will the Lessee be liable for any Contamination on or about the Land which is caused by the acts or omissions of any other party, including the owner or occupier of any adjoining land.
- 14.3 In this clause "Contamination" means any change to the physical, biological, or chemical condition of the Land by a Contaminant and "Contaminant" has the meaning set out in section 2 of the Resource Management Act 1991.

15 Easements

- 15.1 The Lessee may without the Lessor's consent conclude (on terms no more favourable than this Lease) all easements or other rights and interests over or for the benefit of the Land which are necessary for, or incidental to, either the Permitted Use or to any permitted alterations or additions to the Lessee's Improvements and the Lessor agrees that it will execute any documentation reasonably required to give legal effect to those rights.
- 15.2 The Lessee agrees to take all steps necessary to remove at the Lessor's request at the end of the Lease any easement or other burden on the title which may have been granted after the Start Date of the Lease.
- 15.3 The Lessor must not cancel, surrender or modify any easements or other similar rights or interests (whether registered or not) which are for the benefit of or appurtenant to the Land without the prior written consent of the Lessee.

16 Lessee's Improvements

- 16.1 The parties acknowledge that despite any rule of law or equity to the contrary, the intention of the parties as recorded in the Deed of Settlement is that ownership of improvements whether or not fixed to the land will remain unaffected by the transfer of the Land, so that throughout the Term of this Lease all Lessee's Improvements will remain the Lessee's property.
- 16.2 The Lessee or its agent or sub-lessee or licensee may build or alter Lessee's Improvements without the Lessor's consent where necessary for, or incidental to, the Permitted Use. For the avoidance of doubt, this clause extends to Lessee's Improvements owned (wholly or partly) or occupied by third parties provided that all necessary consents are obtained.
- 16.3 The Lessee acknowledges that the Lessor has no maintenance obligations for any Lessee's Improvements.
- 16.4 If any Lessee's Improvements are destroyed or damaged, the Lessee may decide whether or not to reinstate without consulting the Lessor and any insurance proceeds will be the Lessee's property.
- 16.5 If the Land is subject to any mortgage or other charge at the Start Date, the Lessor will give the Lessee written acknowledgment of all existing mortgagees or chargeholders in the form prescribed in Schedule A Item 10 and executed by the mortgagees or chargeholders. The Lessor acknowledges that the Lessee is not required to execute this Lease until the provisions of this subclause have been fully satisfied.

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- 16.6 If the Lessor proposes to grant any mortgage or charge after the Start Date it must first have required any proposed mortgagee or chargeholder to execute the written acknowledgment prescribed in Schedule A Item 11. The Lessor agrees not to grant any mortgage or charge until the provisions of this clause have been satisfied and to deliver executed originals of those acknowledgments to the Lessee within three Business Days from the date of their receipt by the Lessor.
- 16.7 The Lessee may demolish or remove any Lessee's Improvements at any time during the Lease Term without the consent of the Lessor provided that the Lessee reinstates the Land to a tidy and safe condition which is free from Contamination in accordance with clause 14.
- 16.8 When this Lease ends the Lessee may remove any Lessee's Improvements from the Land without the Lessor's consent.
- 16.9 The Lessee agrees that it has no claim of any kind against the Lessor in respect of any Lessee's Improvements or other Lessee's property left on the Land after this Lease ends and that any such Lessee's property shall at that point be deemed to have become the property of the Lessor.
- 17 Rubbish Removal**
- The Lessee agrees to remove at its own cost all rubbish from the Land and to keep any rubbish bins tidy.
- 18 Signs**
- The Lessee may display any signs which relate to the Permitted Use without the Lessor's consent. The Lessee must remove all signs at the end of the Lease.
- 19 Insurance**
- 19.1 The Lessee is responsible for insuring or self insuring any Lessee's Improvements on the Land.
- 19.2 The Lessee must ensure that any third party which is not the Crown or a Crown Body permitted to occupy part of the Land has adequate insurance at its own cost against all public liability.
- 20 Fencing**
- 20.1 The Lessee acknowledges that the Lessor is not obliged to build or maintain, or contribute towards the cost of, any boundary fence between the Land and any adjoining land.
- 20.2 If the Lessee considers it reasonably necessary for the purposes of the Permitted Use it may at its own cost fence the boundaries of the Land.
- 21 Quiet Enjoyment**
- 21.1 If the Lessee pays the Annual Rent and complies with all its obligations under this Lease, it may quietly enjoy the Land during the Lease Term without any interruption by the Lessor or any person claiming by, through or under the Lessor.
- 21.2 The Lessor may not build on the Land or put any improvements on the Land without the prior written consent of the Lessee.

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22 Assignment

- 22.1 Provided that the Land continues to be used for Education Purposes, the Lessee has the right to assign its interest under the Lease without the Lessor's consent to:
- (a) any Department or Crown Body; or
 - (b) any other party provided that the assignment complies with the Education Act 1989 and the Public Works Act 1981 (if applicable).
- 22.2 If the Lessee wishes to assign the Lease to any party for any Permitted Use which is not an Education Purpose it must first seek the Lessor's consent (which will not be unreasonably withheld).
- 22.3 Without limiting clause 22.1, the Lessor agrees that the Lessee has the right to nominate any Department to exercise for Education Purposes the rights and obligations in respect of the Lessee's interest under this Lease and that this will not be an assignment for the purposes of clause 22 or a subletting for the purposes of clause 23.
- 22.4 If following assignment the Land will no longer be used for Education Purposes the Lessor and new Lessee may renegotiate in good faith the provision setting the value of the land for rent review purposes, being clause 3.2 of this Lease.

23 Subletting

The Lessee may without the Lessor's consent sublet to:

- (a) any Department or Crown Body; or
- (b) any other party provided that the sublease complies with the Education Act 1989 and the Public Works Act 1981 (if applicable).

24 Occupancy by School Board of Trustees

- 24.1 The Lessee has the absolute right to sublet to or otherwise permit a school board of trustees to occupy the Land on terms and conditions set by the Lessee from time to time in accordance with the Education Act 1989 and otherwise consistent with this Lease.
- 24.2 The Lessor agrees that the covenant for quiet enjoyment contained in clause 21 extends to any board of trustees occupying the Land.
- 24.3 A board of trustees occupying the Land has the right to sublet or license any part of the Land or the Lessee's Improvements to any third party in accordance with the Education Act 1989 and any licence or lease to any third party existing at the Start Date of this Lease will continue in effect until that licence or lease ends.

25 Lessee Break Option

- 25.1 The Lessee may at any time end this Lease by giving not less than six months' notice in writing to the Lessor. At the end of the notice period the Lease will end and the Lessee will pay a further 12 months' rent to the Lessor, who agrees to accept that sum in full and final satisfaction of all claims, loss and damage which the Lessor could otherwise claim because the Lease has ended early, but without prejudice to any right or remedy available to the Lessor as a consequence of any breach of this Lease by the Lessee which occurred before the Lease ended.
- 25.2 For the initial term of the Lease only, the Lessee will pay a further 6 months' rent to the Lessor in addition to the 12 months specified in clause 25.1.

5.1 AGREED FINAL FORM OF LEASE WITH THE MINISTRY OF EDUCATION

26 Breach

Despite anything else in this Lease, the Lessor agrees that, if the Lessee breaches any terms or conditions of this Lease, the Lessor must not in any circumstances cancel this Lease or re-enter into possession but may seek such other remedies which are lawfully available to it.

27 Notice of Breach

27.1 Despite anything expressed or implied in this Lease, the Lessor will not exercise its rights under clause 26 unless the Lessor has first given the Lessee written notice of the breach on which the Lessor relies and given the Lessee an opportunity to remedy the breach as provided below:

- (a) by paying the Lessor all money necessary to remedy the breach within 20 Business Days of the notice; or
- (b) by undertaking in writing to the Lessor within 20 Business Days of the notice to remedy the breach and then remedying it within a reasonable time; or
- (c) by paying to the Lessor within 60 Business Days of the notice compensation to the reasonable satisfaction of the Lessor in respect of the breach having regard to the nature and extent of the breach.

27.2 If the Lessee remedies the breach in one of the ways set out above the Lessor will not be entitled to rely on the breach set out in the notice to the Lessee and this Lease will continue as if no such breach had occurred.

28 Renewal

28.1 If the Lessee has performed its obligations under this Lease the Lessor agrees that the Lease will automatically be renewed on the 21st anniversary of the Start Date for a further 21 year period unless the Lessee gives written notice to the Lessor at least six months before the expiry of the Lease Term that it does not wish the Lease to be renewed.

28.2 The renewed lease will be on the terms and conditions expressed or implied in this Lease, including this right of perpetual renewal, provided that either party may initiate the rent review process in accordance with clause 3.

29 Right of First Refusal for Lessor's Interest

29.1 If at any time during the Lease Term the Lessor wishes to sell or transfer its interest in the Land the Lessor must immediately give written notice ("Lessor's Notice") to the Lessee setting out the terms on which the Lessor wishes to sell the Land and offering to sell it to the Lessee on those terms.

29.2 The Lessee has 60 Business Days after and excluding the date of receipt of the Lessor's Notice (time being of the essence) in which to exercise the Lessee's right to purchase the Land, by serving written notice on the Lessor ("Lessee's Notice") accepting the offer contained in the Lessor's Notice.

29.3 If the Lessee does not serve the Lessee's Notice on the Lessor in accordance with clause 29.2 the Lessor may sell or transfer the Lessor's interest in the Land to any person on no more favourable terms than those previously offered to the Lessee.

5.1 AGREED FINAL FORM OF LEASE WITH THE MINISTRY OF EDUCATION

29.4 If the Lessor wishes to offer more favourable terms for selling or transferring the Lessor's interest in the Land than the terms contained in the Lessor's Notice, the Lessor must first re-offer its interest in the Land to the Lessee on those terms by written notice to the Lessee and clauses 29.1–29.4 (inclusive) will apply and if the re-offer is made within six months of the Lessor's Notice the 60 Business Days period must be reduced to 30 Business Days.

29.5 The Lessor may dispose of the Lessor's interest in the Land to a fully owned subsidiary of the Lessor and in that case the consent of the Lessee is not required and the Lessee's right to purchase the land under clause 29 will not apply.

30 Exclusion of Implied Provisions

30.1 For the avoidance of doubt, the following covenants, conditions and powers implied in leases of land pursuant to Schedule 3 of the Property Law Act 2007 are expressly excluded from application to this Lease:

(a) Clause 11 - Power to inspect premises.

31 Entire Agreement

This Lease sets out the entire agreement between the parties in relation to the Land and any variation to the Lease must be recorded in writing and executed in the same way as this Lease.

32 Disputes

32.1 Any dispute or difference which may arise between the parties concerning the interpretation of this Lease or relating to any other matter arising under this Lease will be actively and in good faith negotiated by the parties with a view to a speedy resolution of such differences.

32.2 If the parties cannot resolve a dispute or difference within fifteen working days of any dispute or difference arising then, unless otherwise expressly provided in this Lease, they will without prejudice to any other right, explore whether such dispute or difference can be resolved by agreement between them using informal dispute resolution techniques such as mediation. The rules governing any such technique if adopted will be agreed between the parties or as selected by the organisation known as "LEADR" (Lawyers Engaged in Alternative Dispute Resolution).

32.3 If the parties cannot agree on any dispute resolution technique within a further fifteen working days of any dispute or difference being considered for referral by both parties to any informal dispute resolution technique under Clause 33.2 then the dispute or difference shall be settled by reference to arbitration. Except as otherwise expressly provided in this Lease the reference shall be to a single arbitrator if one can be agreed upon, or to two arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to their arbitration), such arbitration to be carried out in accordance with the Arbitration Act 1996.

32.4 The parties will co-operate to ensure the efficient conduct of any arbitration. In particular, each party will comply with any reasonable time limits sought by the other for settling terms of reference, interlocutory matters and generally all steps preliminary and incidental to the hearing and determination of the proceedings.

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

5.1 AGREED FINAL FORM OF LEASE WITH THE MINISTRY OF EDUCATION

33 **Service of Notices**

33.1 Notices given under this Lease by the Lessor must be served on the Lessee by hand delivery or by registered mail addressed to:

The Secretary for Education
Ministry of Education
PO Box 1666
WELLINGTON 6011

33.2 Notices given under this Lease by the Lessee must be served on the Lessor by hand delivery or by registered mail addressed to:

[insert contact details]

33.3 Hand delivered notices will be deemed to be served at the time of delivery. Notices sent by registered mail will be deemed to be served two Business Days after posting.

34 **Registration of Lease**

The parties agree that the Lessee may at its expense register this Lease under the Land Transfer Act 1952. The Lessor agrees to make title available for that purpose and consents to the Lessee caveating title to protect its interest in the Lease before registration.

35 **Costs**

The parties will pay their own costs relating to the negotiation, preparation and execution of this Lease and any renewal, variation or surrender of the Lease.

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

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5.2 DRAFT LEASE WITH THE DEPARTMENT OF CORRECTIONS

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NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

5.2: DRAFT LEASE WITH THE DEPARTMENT OF CORRECTIONS

Form F

Lease Instrument

(Section 115 Land Transfer Act 1952)

Affected instrument identifier
and type (if applicable)

All/part

Area/Description of part or stratum

#1-CC=computer register or
instrument ref. no. (if instrument
state type)#

Lessor

[TO BE CONFIRMED]

Lessee

HER MAJESTY THE QUEEN acting by and through the Chief Executive of the Department of
Corrections

Estate or Interest

Insert "fee simple"; "leasehold in lease number" etc.

Fee Simple

Lease Memorandum Number (if applicable)

[]

Term

[to be confirmed]

Rental

[to be confirmed]

Lease and Terms of Lease

If required, set out the terms of lease in Annexure Schedules

The Lessor leases to the Lessee and the Lessee accepts the lease of the above Estate or Interest in the land in the affected computer register(s) for the Term and at the Rental and on the Terms of Lease set out in the above Lease Memorandum or in the Annexure schedule(s) (if any)

5.2: DRAFT LEASE WITH THE DEPARTMENT OF CORRECTIONS

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Continue in additional Annexure Schedule, if required

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions: In this Lease, unless the context indicates otherwise:

Annual Rent means the annual rent for the Land specified in Schedule One, subject to changes resulting from the Lessor's exercise of any right to review the Annual Rent or on the Lessee's exercise of any right to renew this Lease;

Authority means and includes every governmental, local, territorial and statutory authority having jurisdiction or authority over the Land or its use;

Commencement Date means the date of commencement of the Initial Term specified in Schedule One;

CPI means the consumer price index (all groups) as published by Statistics New Zealand or its successor (or, if that index ceases to be published or otherwise ceases to be available to the parties, means such other index as measures, in a manner which most clearly resembles the manner in which the consumer price index (all groups) measures, inflation or deflation in New Zealand immediately prior to becoming unavailable to the parties or ceasing to be published);

District Plan means an operative or proposed district plan under the Resource Management Act 1991;

Government Agency includes any department or instrument of the Executive Government of New Zealand; and, includes:

- (a) A body corporate or corporation sole (whether called a corporation, commission, council, board, authority, or by any other name) that has been established or constituted by a public Act of Parliament and that is named in that Act;
- (b) A body corporate, entity or organisation that is controlled or wholly owned by the Crown, a Minister of the Crown or by any Government Department;
- (c) A Crown Entity within the meaning of the Crown Entities Act 2004.

GST means tax levied under the Goods and Services Tax Act 1985 and includes any tax levied in substitution of that tax;

Land means the land described on the first page of this instrument and for the avoidance of doubt excludes all of the Lessee's Improvements which remain the property of the Lessee at all times irrespective of their degree of annexation to the Land;

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Lessee means Her Majesty the Queen, in any capacity, and includes all the respective executors, administrators, successors, assigns and successors in title of the lessee and if more than one jointly and severally;

Lessee's Improvements means the Lessee's Improvements situated in, or on, the Land and includes (but is not limited to):

- (a) buildings, or other fixed structures including any fencing;
- (b) concrete, asphalt, paved or tiled roadway, sealed yards, paths, lawns, gardens;
- (c) all of the Lessee's equipment, plant and machinery located on the Land including infrastructure required for the conduct of electricity, water, sewage, stormwater, gas, telecommunications and computer media to and from the Prison; and
- (d) other like property of any kind whatsoever;

whether those improvements are made, constructed or placed on the Land by the Lessee before or after the Commencement Date.

Lessee's Outgoings mean:

- (a) Rates or levies payable to any local or territorial authority;
- (b) Charges for water, gas, electricity, telephones and other utilities or services;
- (c) Rubbish collection charges;
- (d) All charges relating to the repair and maintenance of any Lessee Improvements (whether of a structural nature or not);
- (e) The cost of landscaping and ground maintenance;
- (f) Car parking area maintenance and repair;
- (g) All costs associated with the repair, maintenance or replacement of any fencing on the Land;

and includes any other outgoings related to the Permitted Uses or for any use consented to under clause 3.4;

Lessor means [TO BE CONFIRMED] and includes all the respective executors, administrators, successors, assigns and successors in title of each Lessor and if more than one jointly and severally;

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Plan means the plan of the Land attached as Schedule Two;

Prison means the [TO BE CONFIRMED] Prison operated on the Land;

Prison Manager means the prison manager for the time being of the [TO BE CONFIRMED] Prison and includes any person acting in that capacity;

Term means the term of this Lease and includes the Initial Term and any further Subsequent Terms; and

Working Day has the meaning given to it in the Property Law Act 2007.

1.2 Interpretation: In this Lease, unless the context indicates otherwise:

- (a) **Defined Expressions:** expressions defined in the main body of this Lease have the defined meaning throughout this Lease, including the background;
- (b) **Headings:** section, clause and other headings are for ease of reference only and will not affect this Lease's interpretation;
- (c) **Parties:** the expressions "Lessor" and "Lessee" include their respective successors and assigns (if permitted in the case of the Lessee under clause 9) and where the context permits the Lessee includes the Lessee's sublessee's and other lawful occupiers of the Land and Lessee's contractors, agents and invitees (which persons shall be those deemed to be persons under the control of the Lessee);
- (d) **Persons:** references to a person include an individual, company, corporation, partnership, firm, joint venture, association, trust, unincorporated body of persons, governmental or other regulatory body, authority or entity, in each case whether or not having a separate legal identity;
- (e) **Plural and Singular:** references to the singular include the plural and vice versa;
- (f) **Clauses/Schedules/Attachments:** references to clauses, schedules and attachments are to clauses in, and the schedules and attachments to, this Lease. Each such schedule and attachment forms part of this Lease;
- (g) **Statutory Provisions:** references to any statutory provision are to statutory provisions in force in New Zealand and include any statutory provision which amends or replaces it, and any by-law, regulation, order, statutory instrument, determination or subordinate legislation made under it;

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- (h) **Negative Obligations:** any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
- (i) **Schedule Terms:** the terms Initial Term, Permitted Use, Renewal Term(s), Rent Review Dates and Termination Date, together with the other terms set out in Schedule One, will be interpreted by reference to Schedule One;
- (j) **Inclusive Expressions:** the term includes or including (or any similar expression) is deemed to be followed by the words without limitation; and
- (k) **Documents:** references to any document (however described) are references to that document as modified, novated, supplemented, varied or replaced from time to time and in any form, whether on paper or in an electronic form.

2. LEASE AND TERM

- 2.1 **Grant of Lease:** The Lessor leases the Land to the Lessee and the Lessee takes the Land on Lease for the Initial Term beginning on the Commencement Date and ending on the Termination Date at the Annual Rent, as specified in Schedule One.

3. LESSEE'S COVENANTS

- 3.1 **Payment of Annual Rent:** The Lessee must pay the Annual Rent to the Lessor by equal annual payments in advance, with the first payment to be made on the Commencement Date, and all subsequent payments to be paid on the anniversary of the Commencement Date.
- 3.2 **No Deduction or Set-Off:** All rent shall be paid without any deduction or set-off whatsoever by direct automatic bank payment to the Lessor or as the Lessor may otherwise direct.
- 3.3 **GST:** The Lessee will pay to the Lessor, or as the Lessor directs, the GST payable by the Lessor in respect of the Annual Rent and any other payments payable by the Lessee under this Lease. The GST in respect of the Annual Rent will be payable on each occasion when any rental payment falls due for payment and in respect of any other payment will be payable on demand.
- 3.4 **Payment of Outgoings:** The Lessee will pay the Lessee Outgoings in respect of the Land direct to the relevant Authority or supplier concerned and, if permitted by law the Lessee will be entered on the rating information database and the district valuation roll as the ratepayer in respect of the Land.

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- 3.5 **Use of Land:** The Lessee will not, without the prior written consent of the Lessor, use the Land for any purpose other than the Permitted Uses. The Lessor must not unreasonably or arbitrarily withhold its consent to any change of, or addition to, the Permitted Uses. For the avoidance of doubt, the parties agree that any cessation or suspension of the use the Land or part of the Land for the Permitted Uses for any period of time is not a breach of this clause.
- 3.6 **Compliance with the Law:** The Lessee will comply with the provisions of all statutes, ordinances, regulations, bylaws and codes in any way touching upon, relating to, or affecting the Land or the conduct of the Permitted Uses on the Land and will also at the Lessee's own cost comply with the provisions of all statutes, ordinances, regulations, bylaws, codes, requisitions or notices issued, made or given by any Authority in respect of the Land or the Lessee's conduct of the Permitted Uses on the Land or the Lessee's Improvements on the Land including (but not limited to) compliance with the Corrections Act 2004 and Corrections Regulations 2005.
- 3.7 **Avoidance of Danger:** The Lessee will:
- (a) Take all reasonable precautions to minimise any danger or hazard arising from any Lessee's use of the Land and must not permit any goods of a dangerous nature to be stored or used on the Land unless stored and used in a manner which complies with all statutes, ordinances, regulations, bylaws and codes or standards in that regard; and
 - (b) Promptly remedy any danger or hazard that may arise on the Land.
- 3.8 **Maintenance of Lessee's Improvements:** The Lessee will at the Lessee's own expense keep any Lessee's Improvements on the Land in good order, condition and repair during the Term of this Lease.
- 3.9 **No Lessor Maintenance:** The Lessee acknowledges that the Lessor has no repair or maintenance obligations for any of the Lessee's Improvements on the Land.
- 3.10 **Rubbish Removal:** The Lessee will regularly cause all rubbish and garbage to be removed from the Land and will keep any rubbish bins or containers in a tidy condition. The Lessee will also at the Lessee's own expense cause to be removed all trade waste boxes and other goods or rubbish not removed in the ordinary course by the Territorial Authority.
- 3.11 **Signage:** The Lessee may affix names, signs, nameplates, and signboards relating to the Permitted Uses without the consent of the Lessor.

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3.12 **Construction or Alteration to Lessee's Improvements:** The Lessee may construct Lessee's Improvements and make any alterations or additions to Lessee's Improvements necessary or incidental to the Permitted Use without any consent or approval from the Lessor. The Lessee must obtain the prior written consent of the Lessor, (which must not be unreasonably withheld or delayed) to the construction of any Lessee's Improvements that are not necessary or incidental to the Permitted Use.

4. LESSOR'S COVENANTS

4.1 **Quiet Enjoyment:** The Lessor will permit the Lessee to occupy and enjoy the Land during the Term without any interruption or disturbance by the Lessor or any person claiming under the Lessor except as authorised by this Lease.

4.2 **Lessor's Property:** The Lessor must not during the Term of this Lease place any Lessor's property on the Land.

4.3 **Grant of Additional Rights:** The Lessor must not cancel, surrender, modify or grant any easement, mortgage or any other registered or unregistered interest over the Land or change the status of the Land in any way that would prejudice the ability of the Crown to exercise its option to reacquire the Land under clause 16.5, without the Lessee's prior written consent, which may be withheld at the Lessee's sole discretion or may be granted subject to conditions.

4.4 **Consent not to be Unreasonably Withheld:** If this Lease states that the Lessor's consent is required for anything done or proposed to be done, then unless otherwise stated, in each case, the Lessor:

- (a) must not unreasonably withhold consent, and
- (b) must, within a reasonable time of the Lessor's consent being requested:
 - (i) grant that consent; or
 - (ii) notify the Lessee in writing that the consent is withheld.

5. RIGHT OF LESSOR TO ENTER AND INSPECT LAND

5.1 **Entry to Land:** Pursuant to section 217 of the Property Law Act 2007, and notwithstanding section 218 and clause 11 of Schedule 3 of that Act, the parties agree that the Lessee will permit the Lessor to enter the Land to inspect its condition, on no more than two occasions in each calendar year, and subject to compliance with the conditions of entry set out in this section 5.

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5.2 **Conditions of Entry:** Entry under clause 5.1 is subject to:

- (a) the Lessor providing the Lessee with at least 10 working days prior notice, in writing; and
- (b) compliance with the Lessee's safety and access protocols including direct supervision at all times by an authorised representative of the Lessee;
- (c) entry being limited to two persons named in the notice under clause 5.2(a), authorised by the Lessee, and approved in writing by the Lessee, in advance of entry.

5.2 **Lessor's Acknowledgment:** The Lessor acknowledges that the Land is a working prison and that the Prison Manager will have the discretion to impose such reasonable conditions on the Lessor's ability to enter the Land for inspection purposes under this section 5, as the Prison Manager thinks necessary or appropriate to the operational requirements of the Prison.

5.3 **Lessor Representations:** The Lessor may make representations to the Prison Manager regarding the times entry to the Land is requested for inspection purposes but the Lessor acknowledges that the Prison Manager may at his/her discretion upon the giving of either oral or written notice, vary any consent to entry given under this Lease if the Prison Manager deems this to be necessary or appropriate to the operational requirements of the Prison.

5.4 **Compliance with Statutes:** When exercising any right of entry under this section the Lessor will at all times comply with all statutes, ordinances, bylaws or other enactments affecting or relating to the Land including (but not limited to) the Corrections Act 2004 and the Corrections Regulations 2005, and with all instructions which may be given by the Prison Manager or any Authority, and will keep the Lessee indemnified in respect of any non-compliance by the Lessor.

5.5 **Prison Manager's Powers:** The Lessor acknowledges that in the event that the Prison ceases to have a Prison Manager, the Prison Manager's powers under this Lease may be exercised by any agent, employee or servant of the Lessee to whom a written authorisation in this regard is made or by any assignee under section 9.

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6. LESSEE'S IMPROVEMENTS

6.1 **Lessor's Acknowledgement:** The Lessor acknowledges in relation to the Lessee's Improvements that:

- (a) Notwithstanding any rule of law or equity to the contrary, property in all Lessee's Improvements will remain with the Lessee during the Term of this Lease, and also at and from the expiry or earlier termination of the Lease irrespective of how such property is annexed to the Land, and may be dealt with by the Lessee without reference to the Lessor;
- (b) The Lessor does not have any rights of ownership or proprietary interest in any of the Lessee's Improvements, either during the Term of the Lease, or at the expiry or earlier termination of the Lease; and
- (c) When any Lessee's Improvements are destroyed or damaged, the decision whether to reinstate or not is solely with the Lessee and property in any insurance proceeds (if any) is also solely with the Lessee.

6.2 **Demolition:** The Lessee may demolish or remove any Lessee's Improvements from the Land at any time during the continuance of this Lease without the prior written consent or any other consent of the Lessor upon the condition that the Lessee reinstates the Land to a neat, tidy and safe condition after any such demolition or removal.

6.3 **Removal:** The parties acknowledge that:

- (a) The Lessee may, either prior to or on the expiry or earlier termination of this Lease, demolish or remove all Lessee's Improvements from the Land and will, if required by the Lessor on the expiry of the Term of this Lease, demolish or remove all Lessee's Improvements (or such lesser portion as may be acceptable to the Lessor) from the Land without being obliged to pay the Lessor any compensation for their demolition or removal, it being acknowledged by the Lessor that property in all Lessee's Improvements remains with the Lessee and that no prior written consent or any other consent of the Lessor is required in respect of any such demolition or removal elected by the Lessee.
- (b) The Lessor will be deemed by the provisions of clause 6.3(a) to have granted to the Lessee a licence to enter the Land and demolish or remove the Lessee's Improvements and further that the provision will enure for the benefit of the Lessee notwithstanding the prior expiration of this Lease and will also bind any successor in title to the Lessor subsequent to the expiry of the Lease.
- (c) In the event that the Lessee demolishes or removes its Lessee's Improvements from the Land under clause 6.3(a), it will restore the Land to a neat, tidy and safe condition subsequent to any such demolition or removal.

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(d) The Lessor will do nothing to obstruct or otherwise impede the demolition or removal of any Lessee's Improvements from the Land at any time prior to the expiration or earlier termination of the Lease or within three months after this time and notwithstanding any rule of law or equity to the contrary.

(e) The Lessee must continue to pay rent and outgoings under this Lease and comply with all other obligations under this Lease if the Lessee remains on the Land after the expiration or earlier termination of the Lease for the purposes of demolishing or removing the Lessee's Improvements under this clause.

7. DESIGNATION

7.1 **Designation:** The Lessor consents to the Lessee maintaining a designation under the Resource Management Act 1991 for the construction, operation and maintenance of the Permitted Uses and for any use consented to under clause 3.4 for the Term of this Lease, and further consents to the inclusion of any new or further designation for such purposes in any operative or proposed District Plan.

7.2 **No Right to Object:** The Lessor agrees that it will not:

(a) Complain or object to, or cause others to complain or object to, or publicly comment on, any variation, change or modification to existing or future lawful uses of the Land and any designations or consents either in place at the Commencement Date or lawfully granted to the Lessee at a later date, provided the variations, changes or modifications are related to, or ancillary to, the Permitted Uses or any use consented to under clause 3.4;

(b) Directly or indirectly lobby any Authority or other interested party, or directly or indirectly fund any objections, in relation to any variation, change or modification to existing or lawful future uses, designations or consents either in place at the Commencement Date or lawfully granted to the Lessee at a later date;

7.3 **No Right to Object to Permitted Uses:** The Lessor agrees that it will not complain or object to, or directly or indirectly fund any objection relating to, or otherwise publicly comment about, any activities on the Land in accordance with the Permitted Uses.

8. LESSEE'S ACKNOWLEDGMENT

8.1 **Lessee Uses Land at Own Risk:** The Lessee agrees to occupy and use the Land at the Lessee's risk and releases to the fullest extent permitted by law the Lessor, its servants and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any personal property in or about the Land, except when this is caused by the wilful or reckless act of the Lessor or persons acting under the control of the Lessor.

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9. SUBLETTING AND ASSIGNMENT

9.1 Subletting and Assignment: Subject to clauses 9.2 and 9.3, the Lessee must not sublet, assign or otherwise part with the possession of the Land or any part of the Land without first obtaining the written consent of the Lessor which the Lessor will give if the following conditions are fulfilled:

- (a) The Lessee proves to the satisfaction of the Lessor that the proposed sublessee or assignee is (or in the case of a company the shareholders of the company of the proposed assignee or sublessee are) respectable, responsible and has the financial resources to meet the commitments under any sublease or lease.
- (b) All rent and other moneys payable under this Lease have been paid and there is no subsisting breach of any of the Lessee's covenants.
- (c) The Lessee pays the proper costs and disbursements in respect of the approval or preparation of any deed of covenant or guarantee and (if appropriate) all fees and charges payable in respect of any reasonable enquiries made by or on behalf of the Lessor concerning any proposed sublessee or assignee.
- (d) The Lessee will, at the Lessee's own expense, procure the execution by an assignee of a deed of covenant with the Lessor that the assignee will, at all times pay the rent at the times and in the manner provided in this Lease and will observe and perform all the covenants and conditions contained in this Lease.
- (e) Where the assignee is a company, the Lessor may require the deed of covenant referred to in paragraph (d) above to be executed by that company and also by such directors and/or shareholders of that company as the Lessor requires, as joint and several guarantors, upon the terms set out in the then current edition of the Auckland District Law Society form of Standard Lease for Commercial Premises or if such lease is no longer published, then upon such terms as are commonly used in leases of commercial premises.

9.2 Transfer of Operation, Management or Ownership: If, by any statutory provision or regulation, the Lessee is obliged or authorised to:

- (a) enter into an agreement to transfer or assign the operation, management, or ownership of the Prison and/or the Lessee's Improvements or any aspect of operation, management, or ownership of the Prison and/or the Lessee's Improvements to a third party; or
- (b) enter into a public/private partnership with a third party relating to the funding and/or operation, management or ownership of the Prison and/or the Lessee's Improvements or any aspect of the funding, operation, management, or ownership of the Prison and/or the Lessee's Improvements:

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the provisions of clause 9.1 will not apply and the Lessee will be entitled to transfer or assign its interest as Lessee under this Lease, or any aspect of the operation, management or ownership of the Prison and/or the Lessee's Improvements, to such a third party without further reference to the Lessor, who will be deemed to have approved such a transfer or assignment and will immediately sign any document necessary to give effect to such a transfer or assignment, if so requested by the Lessee.

9.3 **Breach of Covenant or Condition by Assignee:** If the Crown (as Lessee, acting by and through the Department of Corrections) transfers or assigns its interest as Lessee under this Lease to a third party under clause 9.2, and the assignee breaches any covenant or condition imposed on the Lessee under this Lease (including, without limitation, a covenant or condition to pay rent), the following provisions will apply:

- (a) the Lessor (without prejudice to any rights or remedies available to it against the Assignee, whether under this Lease or otherwise), may notify the Crown in writing of the breach by the Assignee (**Notice of Breach**); and
- (b) as soon as practicable after receipt of the **Notice of Breach [Designation of Senior Representative]** representing the Crown, and **[Designation of Senior Representative]** representing the Lessor, will meet in good faith to discuss the Assignee's breach and, if possible, to agree upon a process for the Crown and the Lessor to work together to resolve all matters relating to the Assignee's breach in a manner that minimises any effect of that breach on the Lessor.

9.4 **Transfer to a Government Agency:** The Lessee may transfer, assign or sublet its interest as Lessee under this Lease to any Government Agency without further reference to the Lessor, who will be deemed to have approved such a transfer, assignment or sublease and will immediately sign any document necessary to give effect to such a transfer, assignment or sublease, if so requested by the Lessee.

9.5 **Subletting:** Where the Lessor consents to a subletting, the consent will extend only to the subletting and, notwithstanding anything contained or implied in the sublease, the consent will not permit any sublessee to deal with the sublease in any way in which the Lessee is restrained from dealing without consent under this Lease.

10. **RENEWAL**

10.1 **Exercise of Perpetual Right of Renewal:** If the Lessee has observed and performed its covenants under this Lease and has given written notice to renew the Lease at least twelve calendar months prior to the end of the initial term of 50 years (time not being of

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the essence of such notice) then the Lessor will at the cost of the Lessee renew this Lease for the next further term from the renewal date as follows:

- (a) The annual rent for the first five years will be agreed upon or failing agreement will be determined in accordance with clause 11 as if the renewal date is a review date;
- (b) Otherwise the renewed lease will be on and subject to the covenants and agreements expressed or implied in this Lease including this covenant for renewal.

11. RENT REVIEW

- 11.1 **Annual Rent Review:** The Annual Rent payable from any review date will be determined in accordance with clauses 11.2 to 11.7 plus GST.
- 11.2 **Commencement of Review:** The Lessor will commence a review by not earlier than three (3) months prior to a review date giving written notice to the Lessee specifying the sum considered by the Lessor to be the market rental as at that review date;
- 11.3 **Lessee's Notice:** If, by written notice to the Lessor within twenty eight (28) days after receipt of the Lessor's notice, the Lessee disputes that the proposed market rental is the market rental, then the market rental will be determined in accordance with the provisions of clause 11.7;
- 11.4 **Application of Reviewed Annual Rent:** The Annual Rent so determined or accepted will be the annual rent from the review date or the date of the Lessor's notice if such notice is given later than three (3) months after the review date;
- 11.5 **Payment of Annual Rent Pending Determination:** Pending the determination of the new Annual Rent, the Lessee will pay the annual rent based on the market rental specified in the Lessor's notice. Upon determination of the new Annual Rent, an appropriate adjustment will be made;
- 11.6 **Documenting New Annual Rent:** The new Annual Rent at the option of either party may be recorded in a variation of this Lease, the cost of which will be payable by the Lessee.

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11.7 **Process to Determine New Annual Rent:** Immediately following receipt by the Lessor of the Lessee's notice, under clause 11.3 the parties will endeavour to agree upon the market rental but if agreement is not reached within twenty eight (28) days, then the market rental for the Land will be determined by registered valuers acting as experts and not as arbitrators as follows:

- (a) each party will appoint a valuer and give written notice of the appointment to the other party within twenty eight (28) days of the parties agreeing to so determine the market rental;
- (b) the valuers appointed before commencing their determination will appoint an umpire who will be a registered valuer or Solicitor of the High Court. In the event the valuers fail to agree upon an umpire, the appointment of an umpire will be made by the President of the Arbitrators and Mediators Institute of New Zealand Incorporated on the application of either of the valuers;
- (c) the valuers will determine the market rental of the Land as at the review date;
- (d) each party will be given the opportunity to make written or verbal representations to the valuers or the umpire subject to such reasonable time or other limits as the valuers or the umpire may prescribe and they will have regard to any such representations but not be bound by them;

When the market rental has been determined, the umpire or valuers will give written notice of the new market rental to the parties. Any umpire notice will provide how the costs of the determination will be apportioned and will be binding on the parties. Where the Annual Rent is determined by the parties' valuers and not the umpire, the parties will pay their own costs.

12. RE-ENTRY

11.1 **No Right of Re-Entry:** Notwithstanding section 218 and clause 12 of Schedule 3 of the Property Law Act 2007, and pursuant to section 217 of that Act, and due to the nature of the Permitted Uses and the need to ensure the ongoing operational integrity and security of the Prison, the Lessor agrees that it may not cancel the Lease because of the breach of any covenant or condition by the Lessee (including a covenant or condition to pay rent) while the Lessee remains Her Majesty the Queen and the Permitted Use continues to include a prison as defined in section 3 of the Corrections Act 2004. For the avoidance of doubt, if the Lease is assigned to a third party under clause 9.1 and the Permitted Use is changed to a use that does not include a prison, the rights and obligations in Part 4, subsection 6 of the Property Law Act 2007 will apply to the Lease from the effective date of assignment and change of Permitted Use.

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13. LESSEE'S RIGHT OF EARLY TERMINATION

13.1 **Lessee's Ability to Terminate:** The Lessee may, in its sole discretion and without giving any reasons, terminate this Lease by providing no less than twenty-four months notice in writing at any time to the Lessor.

13.2 **Right to Terminate Without Prejudice to Rights Accrued:** This Lease and the parties' respective rights and obligations under this Lease will cease from the effective date of termination, but without prejudice to any rights which have accrued up to the date of termination, including (without limitation) the Lessee's right to remove any Lessee's Improvements under clause 6.3.

14. LESSEE'S RIGHT OF EARLY SURRENDER

14.1 **Exercise of Partial Surrender:** The Lessee may, in its sole and absolute discretion and without giving any reasons, partially surrender and convey to the Lessor, this Lease, as it relates to any part of the Land (**Surrender Land**) by providing no less than six months' notice (**Surrender Notice**) in writing at any time to the Lessor. The Lessor must accept any partial surrender of the Lease under this clause.

14.2 **Surrender Notice:** A Surrender Notice issued under clause 14.1 must clearly set out the terms and conditions of the partial surrender and must clearly identify the Surrender Land.

14.3 **Effective Date of Partial Surrender:** The partial surrender will be effective from the date that is six months from the date of receipt of the Surrender Notice by the Lessor or such other later date as may be specified in the Surrender Notice (**Surrender Date**).

14.4 **Merger with Residual Estate:** The residue of the Term of this Lease as it applies to the Surrender Land will merge with the Lessor's residual estate and be extinguished from the Surrender Date but without prejudice to either party's rights arising in relation to the Surrender Land before the Surrender Date.

14.5 **Tasks and Actions Following Issue and Receipt of a Surrender Notice:** Following the issue and receipt of a Surrender Notice under clause 14.1, the Lessor and Lessee will complete all tasks and actions necessary to give legal effect to the partial surrender. In particular, the parties will meet as soon as practicable to implement any steps required to give legal effect to the partial surrender which will include, without limitation:

- (a) establishing the adjusted Annual Rent payable under this Lease from the Surrender Date, which will be a pro-rated proportion of the Annual Rent payable at the date of the Surrender Notice, adjusted to reflect the proportion that the Surrender Land bears to the total area of the Land; and

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(b) the preparation and execution of a deed to be registered against the Computer Freehold Register for the Land, to record the terms of the partial surrender and to reflect the adjusted Annual Rent and otherwise set out the legal requirements of the parties and roles and responsibilities to give legal effect to the partial surrender, including, without limitation, survey and re-definition of the land remaining subject to this Lease, subdivision consent and issue of a replacement leasehold title (as applicable).

14.6 **Costs and no Compensation:** The parties must pay their own costs in relation to any actions or tasks required to give effect to this clause 14 and otherwise to give legal effect to any partial surrender. The Lessor will not be entitled to claim from the Lessee any damages or compensation arising in any way, either directly or indirectly, from any partial surrender under this clause 14.

14.7 **Right to Surrender Without Prejudice to Rights Accrued:** Any partial surrender under this clause 24 will be without prejudice to any rights which have accrued up to the Surrender Date, including (without limitation) the Lessee's right to remove any Lessee's Improvements from the Surrender Land under clause 6.3.]

15. INSURANCE

15.1 **Lessee Responsible for Insurance:** The Lessee will be responsible for insuring any Lessee's Improvements on the Land and may elect to arrange and maintain any such insurance that it considers appropriate, at its sole discretion, and without reference to the Lessor.

15.2 **Reinstatement at Lessee's Discretion:** If any of the Lessee's Improvements are damaged or destroyed, then it will be the sole responsibility of the Lessee to decide whether to effect reinstatement or not.

15.3 **Public Liability Insurance:** The Lessor and Lessee must each keep a public liability insurance policy applicable to the Land and the Permitted Use current throughout the Term. The policies must provide cover for:

(a) **Set Amount:** the amount of \$2,000,000.00 (being the amount which may be paid out arising from any single accident or event); and

(b) **Escalation:** any reasonable escalation in the policy limit, required by either party, subject to one month's notice, and mutual agreement.

15.4 **Particulars of Insurance Policies:** The insurance policies effected by the Lessor and Lessee under clause 15.3 must:

(a) **Recognition of Interest Insured:** recognise the Lessor and Lessee for their respective rights and interests; and

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(b) **Approved Insurer Rating:** be with an insurer carrying a rating of no less than A- Standard & Poors/B+ A M Best.

15.5 **Evidence of Insurance:** Each party must, if required, produce a certificate of insurance of evidence as evidence that the insurances required by this clause have been, and continue to be, in effect.]

16. **RIGHT OF FIRST REFUSAL FOR LESSOR'S INTEREST**

16.1 **Sale of Premises:** If at any time before the expiry or earlier termination of the Term, the Lessor:

(a) decides to sell or transfer the Lessor's interest in the Land; or

(b) receives an offer to purchase the Lessor's interest in the Land and wishes to accept that offer;

the Lessor must immediately give written notice (**Lessor's Notice**) to the Lessee setting out the terms on which the Lessor wishes to sell the Land, or the terms of the offer received (as the case may be). In each case, the Lessor's Notice must include an offer in the form of an agreement for sale and purchase in the then most recent form approved by the Real Estate Institute of New Zealand and by the Auckland District Law Society, modified as set out in clause 16.8.

16.2 **Exercise of Option:** The Lessee will have ninety (90) Working Days after and excluding the date of receipt of the Lessor's Notice (time being of the essence) in which to exercise the Lessee's right to purchase the Land, by serving written notice on the Lessor (**Lessee's Notice**) accepting the offer contained in the Lessor's Notice.

16.3 **Lapse of Option:** If the Lessee does not serve the Lessee's Notice on the Lessor in accordance with clause 16.2, then the Lessor may sell or transfer the Lessor's interest in the Land to any other person on no more favourable terms than those previously offered to the Lessee.

16.4 **Re-offer on Better Terms:** If the Lessor wishes, or agrees, to offer more favourable terms for selling or transfer of the Lessor's interest in the Land than the terms contained in the Lessor's Notice, the Lessor must first re-offer its interest in the Land to the Lessee on those terms, by written notice to the Lessee (**Lessor's Second Notice**). This offer must comprise the agreement for sale and purchase in the then most recent form approved by the Real Estate Institute of New Zealand and by the Auckland District Law Society, modified as set out in clause 16.8.

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- 16.5 **Acceptance of Second Offer:** The Lessee will have 40 Working Days after and excluding the date of receipt of the Lessor's Second Notice (time being of the essence) in which to exercise the Lessee's right to purchase the Lessor's interest in the Land on those more favourable terms, by serving written notice on the Lessor (Lessee's Second Notice) accepting the offer contained in the Lessor's Second Notice.
- 16.6 **Lapse of Second Option:** If the Lessee does not serve the Lessee's Second Notice on the Lessor in accordance with clause 16.5, then the Lessor may sell the Lessor's interest in the Land to any other person (including the party who originally made the offer under clause 16.1.(b), if applicable) on any terms the Lessor thinks fit.
- 16.7 **Formation of Contract:** On the Lessee serving a valid Lessee's Notice or Lessee's Second Notice (as the case may be), the parties will be taken to have entered into a contract for the sale and purchase of the Lessor's interest in the Land on the terms contained in the Lessor's Notice or the Lessor's Second Notice (as the case may be) (**Contract**).
- 16.8 **Terms of Contract:** The terms of the Contract will be modified as follows:
- (a) **Title:** the Lessee will be deemed to have accepted the title to the Lessor's interest in the Land;
 - (b) **No Requisition:** the provisions of the Contract under which the Lessee has the right to requisition or object to the title to the Lessor's interest in the Land will not apply; and
 - (c) **Completion:** the Lessee will not be required to complete the purchase earlier than three months from the date of service of the Lessee's Notice or Lessee's Second Notice (as the case may be).
17. **BREACH OF COVENANT BY LESSOR**
- 17.1 **Acknowledgement of Significance of Prison:** The Lessor and Lessee acknowledge that the Prison operated on the Land has great significance to the Crown and is a key element of the Crown's law and order function. The Lessor and Lessee agree that the provisions of this clause 17 are intended to reflect this significance and to ensure that the Lessee is able to carry out the Permitted Uses effectively on the Land. For the avoidance of doubt, the Lessor and the Lessee agree that, notwithstanding the definition of "Lessee" in clause 1.1, for the purposes of clause 17, the definition of "Lessee" is limited to Her Majesty the Queen, and excludes any third party.
- 17.2 **Consequences of Breach of Covenant by Lessor:** If, in the opinion of the Lessee (acting reasonably) the Lessee is unable to carry out the Permitted Uses on the Land, as a direct result of a breach of the Lessor's covenants and obligations under clauses 4.1, 4.2 or 4.3 of this Lease, the Lessee may, by notice in writing to the Lessor, specify the breach on which the notice is based and require the Lessor to remedy the breach.

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- 17.3 **Failure to Remedy:** If, within 20 Working Days after receipt of a notice from the Lessee under clause 17.2 the Lessor fails to remedy the breach to the Lessee's satisfaction (acting reasonably) the Lessee, without prejudice to any other rights that it may have under this Lease or at common law against the Lessor, may suspend payment of the Annual Rent payable under this Lease until the breach is remedied or the dispute is resolved, without liability for interest under clause 24 or any other claim.
- 17.4 **Effect of Suspension of Rent:** The suspension of payment of Annual Rent under clause 17.3 by the Lessee will not in any way affect the continuing obligations of the Lessor or the Lessee under this Lease. Suspension of payment of Annual Rent may continue at the Lessee's sole discretion until the breach has been remedied or dispute has been resolved.
- 17.5 **Prior Notice of Intention to Reacquire Land:** if, after following the process set out in clauses 17.2 and 17.3, the Lessor has failed to remedy the breach to the Lessee's satisfaction (acting reasonably), the Lessee may provide written notice to the Lessor of its intention to reacquire the fee simple interest in the Land under clause 17.8 (**Reacquisition Notice**).
- 17.6 **Reference to Senior Representatives:** Within **[10]** Working Days of receipt of a Reacquisition Notice, the parties must refer the Lessee's intention to reacquire the fee simple interest in the Land to [] representing the Lessee and [] representing the Lessor, and the [] and [] must meet as soon as practicable to jointly consider and, if possible agree, whether the Lessee should reacquire the fee simple interest in the Land.
- 17.7 **Consequences of Failure to Reach Agreement:** If there is no joint agreement reached by the [] and the [] as to whether the Lessee should reacquire the fee simple interest in the Land within a further period of **[30]** Working Days from their initial meeting to consider the issue, and the breach has not otherwise been resolved, then the Lessee may exercise the right of reacquisition in accordance with clauses 17.8 and 17.9.
- 17.8 **Lessee's Right of Reacquisition:** If, after following the process set out in clauses 17.2, 17.3, 17.5, 17.6, and 17.7 the Lessor has failed to remedy the breach to the Lessee's satisfaction (acting reasonably) the Lessee may, by notice in writing to the Lessor from the Minister of Corrections, elect to reacquire the fee simple interest in the Land.
- 17.9 **Terms of Reacquisition:** The terms of any reacquisition of the fee simple interest in the Land under clause 17.5 will be as follows:
- (a) **Title:** the Lessee will be deemed to have accepted the title to the Lessor's interest in the Land;

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- (b) **No Requisition:** the provisions of the Contract under which the Lessee has the right to requisition or object to the title to the Lessor's interest in the Land will not apply; and
- (c) **Completion:** the Lessee will not be required to complete the purchase earlier than three months from the date of service of notice under clause 17.5; and
- (d) **Purchase Price:** the Purchase Price payable will be the purchase price paid by the Lessor when it acquired the Land, increased by an amount which is commensurate with any increase in the CPI over the Term of the Lease from the Commencement Date, up until the time of reacquisition.

18. ENTIRE AGREEMENT

18.1 Entire Agreement: This Lease constitutes the entire and complete agreement between the parties in relation to the lease of the Land and no variation will be effective or binding unless it is recorded in writing and executed in the same manner as this Lease.

19. DIFFERENCES AND DISPUTES

19.1 Disputes: If a dispute or difference arises between the Lessor and the Lessee (other than a dispute or difference to which clause 17 applies), the dispute must be resolved in accordance with the provisions of this clause.

19.2 Resolution of Disputes: Nothing in this clause prevents:

- (a) a party seeking urgent injunctive or declaratory relief from a court in connection with a dispute without first having attempted to negotiate or settle the dispute in accordance with this clause;
- (b) the parties meeting at any time to seek to resolve a dispute.

19.3 Notice of Dispute: If the Lessor or the Lessee becomes aware of a dispute between the Lessor and the Lessee, that party must notify the other party of the existence and nature of the dispute by serving on the other party a notice setting out detailed particulars of the dispute ("Notice of Dispute").

19.4 Request for Further Information: A party who receives a Notice of Dispute under clause 19.3 may, within five (5) Working Days after such receipt, on reasonable grounds, require the party who served the Notice of Dispute to provide further or more detailed information relating to the dispute.

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- 19.5 **Negotiation:** Upon receipt of a Notice of Dispute and, if applicable, the provision of further or more detailed information in relation to the dispute, the parties must negotiate to resolve the dispute as follows:
- (a) **Meeting of Representatives:** One or more representatives of each party will meet, within ten (10) Working Days of the receipt of the Notice of Dispute or the further information, if any (whichever is later) to discuss and attempt to resolve the dispute; and
 - (b) **Meeting of Chief Executives:** If those representatives do not resolve the dispute within five (5) Working Days of their first meeting, then within ten (10) Working Days of that first meeting, the Chief Executives or Chairpersons of the parties must meet to discuss and attempt to resolve the dispute.
- 19.6 **Appointment of a Mediator:** If a dispute is not resolved within ten (10) Working Days of the meeting of the Chief Executives or Chairpersons of the parties under clause 19.5(b), then the dispute must be referred to a mediator. The parties must agree upon the selection and appointment of a mediator who will act in respect of the dispute.
- 19.7 **Failure to Appoint Mediator:** If no agreement is reached on the selection and appointment of a mediator within fifteen (15) Working Days of the meeting of the Chief Executives or Chairpersons under clause 19.5(b), then either party may request the president of the Arbitrators and Mediators Institute of New Zealand Incorporated to appoint a mediator.
- 19.8 **Initial Mediation Meeting:** The parties must as soon as practicable after notification of the dispute to the mediator, meet in the presence of the mediator to:
- (a) identify the subject matter of the dispute;
 - (b) identify the provisions of this Lease relevant to the dispute;
 - (c) discuss each others' position in relation to the dispute;
 - (d) listen to any comments made by the mediator; and
 - (e) attempt to resolve the dispute by mutual agreement.
- 19.9 **Mediation:** The mediation will be conducted by the mediator at a time, place and in a manner agreed between the parties or otherwise determined by the mediator.
- 19.10 **Role of Mediator:** The parties agree that the mediator will act as an aid to assist them to resolve the dispute and not as an arbitrator or decider of any matter.

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- 19.11 **Costs of Mediation:** The parties will share equally the costs of the mediation unless otherwise agreed by the parties.
- 19.12 **Arbitration:** If the dispute is not resolved by mediation within a further twenty (20) Working Days after the appointment of a mediator, either party may then require the dispute to be referred to arbitration. If this clause is invoked:
- (a) the dispute will be referred to arbitration by a sole arbitrator in accordance with the Arbitration Act 1996;
 - (b) the arbitration will take place in New Zealand; and
 - (c) the award in the arbitration will be final and binding on the parties.
- 19.13 **Time Limits:** The parties may agree to extend any of the time limits in this clause.
- 19.14 **Appointment of Arbitrator:** If the parties are unable to agree on the arbitrator, an arbitrator will be appointed, upon the request of any party, by the President of the Arbitrators and Mediators Institute of New Zealand Incorporated. That appointment will be binding on all parties to the arbitration with no right of appeal. The provisions of Article 11 of the First Schedule of the Arbitration Act 1996 are to be read subject to this clause and varied accordingly.
- 19.15 **Rent Review Excluded:** This clause does not apply to any rent review under clause 11.
- 20. NOTICES**
- 20.1 **Service of Notices:** Any notice or document required or authorised to be given or served under this Lease may be given or served unless otherwise required by sections 352 to 361 of the Property Law Act 2007:
- (a) in the manner authorised by sections 354 to 361 of the Property Law Act 2007; or
 - (b) by personal delivery, or by posting by registered mail or ordinary mail, or by facsimile, or by email to the address of the party to be notified, as set out in Schedule One, or to such other address as either party may notify to the other in writing.
- 20.2 **Time of Service:** Any notice or other document will be treated as given or served and received by the other party:
- (a) **Delivery:** when received by the addressee;

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- (b) **Post:** three (3) Working Days after being posted to the addressee's last known address in New Zealand;
- (c) **Facsimile:** on completion of an error free transmission, when sent by facsimile; or
- (d) **Email:** when acknowledged by the addressee by return email or otherwise in writing.
- 20.3 **Signature of Notices:** Any notice or document to be given or served under this Lease must be in writing and may be signed by:
- (a) **Attorney etc:** any attorney, officer, employee or solicitor for the party serving or giving the notice; or
- (b) **Authorised Person:** the party serving the notice or any other person authorised by that party.
21. **PROPERTY LAW ACT**
- The covenants and powers contained in clauses 4, 5, 6, 9, 10, 11 and 12 of Part 2 and clause 13 of Part 3 of Schedule 3 of the Property Law Act 2007 will not be implied in this Lease and are expressly negated.
22. **REGISTRATION OF LEASE**
- 22.1 **Lease to be Registered:** The parties agree that this Lease will be registered against the Computer Freehold Registers for the Land under the provisions of the Land Transfer Act 1952 at the expense of the Lessee. The Lessor consents to the Lessee caveating the Computer Freehold Registers for the Land to protect the Crown's interest prior to registration.
23. **COSTS**
- 23.1 **Parties to Pay Own Costs:** The parties will pay their own costs of and incidental to the negotiation, preparation and execution of this Lease.
- 23.2 **Lessee to Pay Costs of Variation, Renewal or Surrender:** The Lessee will pay the Lessors' costs of and incidental to the negotiation, preparation and execution of any variation (where a variation is requested by the Lessee), renewal or surrender of this Lease or the obtaining of any consents or approvals associated with this Lease.

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24. INTEREST

24.1 Interest Payable: If the Lessee fails:

- (a) to pay any instalment of rent or other sum of money payable by the Lessee to the Lessor under this Lease within 14 days of the day on which it fell due; or
- (b) to pay to the Lessor upon demand any amount paid by the Lessor to remedy any default by the Lessee of the Lessee's obligations under this Lease within 14 days from the date the demand is received by the Lessee;

then any amount outstanding will bear interest at the maximum rate of interest from time to time payable by the Lessor to its principal banker for overdraft accommodation plus a margin of 4% accruing on a daily basis from the due date from payment or the due date of payment by the Lessor (as the case may be) to the date the outstanding amount is paid by the Lessee. The Lessor will be entitled to recover such interest in the same manner as if it were rent in arrears.

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SCHEDULE ONE

Commencement Date: [to be completed]

Initial Term: [to be confirmed]

Termination Date: [to be completed - 50 years from Commencement Date subject to the Lessee's right of earlier termination in clause 13.1]

Subsequent Terms: perpetual rights of renewal of fifty years each from [insert date which is the day after the expiry date of the Initial Term] and each fiftieth yearly anniversary after that date

Annual Rent: (a) [to be completed] plus GST for the first five years of the Initial Term from [x] to [y];
(b) [to be completed] plus GST for the second five years of the Initial Term from [a] to [b];

then to be determined in accordance with the procedure set out in section 11 of the Lease.

[to be confirmed]

Rent Review Dates: Five yearly from the Commencement Date (with the first such review date for the initial term only being on the tenth anniversary of the Commencement Date)

Permitted Uses: (a) a prison as defined in section 2 of the Corrections Act 2004, including (but not limited to) a men's facility, women's facility, open facility, child youth and family service facility, refugee facility, and mental health facility; and
(b) ancillary prison or Ministry of Justice related uses, including forestry, farming, horticulture or agriculture operations, and Corrections Inmate Employment business initiatives and such other reasonable ancillary uses deemed necessary from time to time by the Lessee for the operation of a prison on the Land; and
(c) emergency use by the Crown or local authority as part of disaster recovery operations; and
(d) provision for a secondary use for government works under the Public Works Act 1981 if part of the Land (but not a significant part being more than half of the Land) is not required for prison purposes.

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

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Lessor's Contact Details:	The Property Manager P O Box 50079 Porirua 5240 Wellington Facsimile: 04 238 4701
Lessee's Contact Details:	Department of Corrections Mayfair House 44-52 The Terrace Private Box 1206 Wellington Facsimile: [] Email: []

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**SCHEDULE 2
PLAN**

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE**

5.3 DRAFT LEASE WITH THE MINISTRY OF JUSTICE

5.3 DRAFT LEASE WITH THE MINISTRY OF JUSTICE

MINISTRY OF JUSTICE

LONG TERM LEASE OF BARE GROUND

FOR COURTHOUSE PURPOSES

[] (hereafter called "the Lessor") being registered as proprietor of an estate in fee simple subject, however, to such encumbrances, liens and interests as are notified by memorandum underwritten or endorsed on Computer Freehold Register [] ([] Registry), in that piece of land situated in [] Land District containing [] square metres more or less, being Section [] and being comprised and described therein.

does hereby lease to **HER MAJESTY THE QUEEN** acting through the Chief Executive of the Ministry of Justice (hereafter called "**the Lessee**") all the said land (hereafter called "**the Land**") to be held by the Lessee as tenant for a term of [] () years at the yearly rental of \$[] plus GST payable annually in advance on the [] day of [] in each year during the continuance of this Lease subject to the covenants, conditions and restrictions set forth in Schedules A and B following.

The Lessee doth hereby accept the lease of the above described land to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants set forth in Schedules A and B following.

Dated this [] day of [] 20

SIGNED by [])
GOVERNANCE ENTITY as Lessor)

SIGNED for and on behalf of HER)
MAJESTY THE QUEEN as Lessee)
by Philip Grant Maitland)
(acting by and through the Chief)
Executive of the Ministry of Justice))

5.3 DRAFT LEASE WITH THE MINISTRY OF JUSTICE

SCHEDULE A

ITEM 1 THE LAND

All that parcel of land being the Land previously specified.

ITEM 2 THE COMMENCEMENT DATE

The commencement date of this Lease shall be the day of 201

ITEM 3 ANNUAL RENTAL

(Value in words) (\$[]00)
per annum plus GST payable annually in advance on the first day of each year during
the continuance of this lease with a first payment due on the day of
201

ITEM 4 TERM OF LEASE

4.1 Initial term

 years from the Commencement Date, to determination on the day of
20

4.2 Subsequent terms

Rights of renewal for terms of [] years each forever from the day of
201 and each 20th anniversary after that date, subject to clause 4.02(a)(v)

ITEM 5 LESSEE OUTGOINGS

5.1 Rates, levies, charges, assessments, duties or fees payable to any local, territorial, governmental and any other statutory authority (subject to Item 5.5).

5.2 Charges for water, gas, electricity, telephones and other utilities or services.

5.3 Rubbish collection charges.

5.4 All costs associated with the repair, maintenance or replacement of any fencing on the land.

5.5 The amount by which the land tax of the Lessor (if any) has been increased by virtue of its ownership of the Land, but excluding any other taxes levied against the Lessor in respect of its interest in the Land and excluding any income tax assessed in respect of the Lessor's income from the Land.

ITEM 6 PERMITTED USE

(a) For the purposes of the administration of justice by the Crown, including use as a courthouse and related facilities which can include cells for overnight prisoner accommodation; and/or

(b) any other commercial use permitted as of right by the operative District Plan from time to time of the territorial authority having jurisdiction in respect of the Land.

5.3 DRAFT LEASE WITH THE MINISTRY OF JUSTICE

ITEM 7 RIGHTS OF RENEWAL

Perpetually renewable as provided in Item 4.2 above.

ITEM 8 RENT REVIEW DATES

[] yearly from the Commencement Date of this Lease.

ITEM 9 LESSOR'S PROPERTY

Nil.

ITEM 10 LESSEE'S IMPROVEMENTS

As defined in clause 1.07.

ITEM 11 CLAUSE 4.01(e) CHARGEHOLDER'S NOTICE

To: The Lessor
(hereafter called "**the Lessor**")

And to: The Lessee
(hereafter called "**the Lessee**")

From: Mortgagee / Chargeholder
(hereafter called "**the Lender**")

In consideration of the Lessee accepting a lease from the Lessor of all the Land described in the Schedule below ("**the Land**") which the Lender acknowledges will be for its benefit, the Lender acknowledges that:

- (i) It has notice of the provisions of clause 4.01(e) and (f) of the said Lease; and
- (ii) It agrees that any Lessee's Improvements placed on the Land by the Lessee at any time prior to or during the continuance of the Lease, shall remain the property of the Lessee at all times during the continuance of the Lease and for a period of six (6) months after the expiration or sooner determination of the Lease (hereafter collectively called "**the relevant period**");
- (iii) It will not claim any interest in any Lessee's Improvements under the security for its loan during the relevant period irrespective of how any Lessee's Improvement may be annexed to the Land and irrespective of any rule of law or equity to the contrary or any provisions of its security to the contrary;
- (iv) It agrees that this acknowledgement is irrevocable.

SCHEDULE ***

[That parcel of land containing []]

.....
(LENDER EXECUTION)

/ / 200

5.3 DRAFT LEASE WITH THE MINISTRY OF JUSTICE

ITEM 12 **CLAUSE 4.01(f) CHARGEHOLDER'S NOTICE**

To: The Lessor
 (hereafter called "**the Lessor**")

And to: The Lessee
 (hereafter called "**the Lessee**")

From: Mortgagee/Chargeholder
 (hereafter called "**the Lender**")

The Lender acknowledges that prior to the date it advanced monies to the Lessor under a security ("**the Security**") given by the Lessor over the land described in the Schedule below ("**the Land**") it had notice of and agreed to be bound by the provisions of clause 4.01(f) of the Lease of the Land and that in particular it agrees that notwithstanding any provision of the Security to the contrary and irrespective of how any Lessee's Improvement is annexed to the Land it:

- (i) Will not claim any security interest in any Lessee's Improvement placed on the Land prior to or after the commencement date of the Security;
- (ii) Will at all times acknowledge that any Lessee's Improvements shall remain the property of the Lessee at all times during the continuance of the Lease and for a period of six (6) months after the expiration or sooner determination of the Lease.

ITEM 13 **ADDRESS FOR SERVICE**

Lessor:

Lessee: Chief Executive
 Ministry of Justice
 Vogel Centre (Third Floor)
 Kate Sheppard Place

WELLINGTON (PO Box 180, WELLINGTON)

Facsimile: (04) 918 8820

5.3 DRAFT LEASE WITH THE MINISTRY OF JUSTICE

SCHEDULE B

PART I - PRELIMINARY

1.00 DEFINITIONS AND INTERPRETATION

1.01 In this Lease:

(a) The expression "**the Lessor**" shall include and bind:

- (i) the persons executing this lease as Lessor; and
- (ii) any Lessor for the time being under it; and
- (iii) all the respective executors, administrators, successors, assigns and successors in title of each Lessor and if more than one jointly and severally.

(b) The expression "**the Lessee**" shall include and bind:

- (i) the person executing this lease as Lessee;
- (ii) all the Lessees for the time being under it; and
- (iii) all the respective executors, administrators, successors, assigns and successors in title of each Lessee and if more than one jointly and severally;

and the expression "**the Lessee**" shall include the Lessee's agents, employees, contractors and invitees and any person on the Land under the control or direction of the Lessee.

(c) Words importing the singular or plural number shall include the plural or singular number respectively.

1.02 "District Plan" means a district plan within the meaning of the Resource Management Act 1991

1.03 "Goods and Services Tax" or "GST" means tax levied in accordance with the Goods and Services Tax Act 1985 or any tax in the nature of a Goods and Services Tax.

1.04 "Government Agency" includes any department or instrument of the Executive Government of New Zealand; and, includes:

- (a) a body corporate or corporation sole (whether called a corporation sole, a corporation, commission, council, board, authority, or by any name that has been established or constituted by a public Act of Parliament and that is named in that Act;
- (b) a body corporate or organisation that is controlled wholly by the Crown or by any department, instrument, corporate, corporation sole, or organisation;
- (c) a Crown Entity within the meaning of the Crown Entities Act 2004 or as otherwise established or constituted by an Act of Parliament;

5.3 DRAFT LEASE WITH THE MINISTRY OF JUSTICE

(d) a State enterprise within the meaning of the State-Owned Enterprises Act 1986;

1.05 "Government Work" means a work or any intended work that is to be constructed, undertaken, established, managed, operated or maintained by or under the control of the Crown or any Minister of the Crown for any public purpose.

1.06 "Lease" means, unless the context otherwise requires, this lease and any further renewal term thereof.

1.07 "Lessee's Improvements" shall mean all improvements on the Land of any kind whatsoever including buildings, sealed yards, paths, lawns, gardens, fences and other like property of any kind whatsoever constructed or placed on the Land by the Lessee or any agent of the Lessee prior to or after the commencement of this Lease but shall exclude "Lessor's Property".

1.08 "Lessee's Outgoings" means all outgoings the Lessee is obliged to pay under the provisions of this Lease.

1.09 "Lessor's Property" means all improvements on the Land of any kind whatsoever including buildings, sealed yards, paths, lawns, gardens, fences and other like property which are placed on the Land by the Lessor after the commencement of this Lease.

1.10 "Working Day" means any day of the week other than:

(a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, New Zealand Anniversary Day or the Anniversary Day celebrated in the locality of the Premises; and

(b) A day in the period starting on 24 December in any year and ending on 5 January in the following year, both days included.

A Working Day shall be deemed to start at 9:00 am and finish at 5:00 pm.

1.11 "The Land", "the Commencement Date", "Annual Rental", "Term of the Lease" and "Permitted Use" shall have the meanings ascribed to them in Schedule A.

1.12 The term "to sublet" shall include the granting of a licence to occupy the Land or part thereof and "subletting" and "sublease" shall be construed accordingly.

1.13 References to a statute include references to regulations, orders, rules or notices made under that statute and references to a statute or regulation include references to all amendments to or replacements of that statute or regulation, whether by subsequent statute, consolidation, re-enactment, substitution or otherwise.

1.14 A covenant not to do anything shall be deemed to include an obligation not to suffer, permit or cause that thing to be done.

1.15 Clause headings are inserted for reference only and shall not affect the interpretation of this Lease.

5.3 DRAFT LEASE WITH THE MINISTRY OF JUSTICE

PART II - LESSEE'S COVENANTS

2.00 LESSEE'S COVENANTS

2.01 PAYMENT OF ANNUAL RENT

The Lessee shall pay the annual rent without deduction or set off in the manner and at the times provided in Item 3 of Schedule A. All payments of rent shall be paid by direct bank payment or as the Lessor may direct.

2.02 PAYMENT OF LESSEE OUTGOINGS

- (a) The Lessee shall pay the Lessee Outgoings in respect of the land which are specified in Item 5 of Schedule A direct to the creditors concerned and shall cause a separate rating assessment to issue in the name of the Lessee in respect of the Land.
- (b) The Lessee's liability to pay Lessee's Outgoings during the term of this Lease shall subsist until the end or earlier termination of this Lease.
- (c) The Lessee shall pay all other outgoings it is required to pay under this Lease.

2.03 USE OF LAND

The Lessee shall not use the Land for any purpose other than the Permitted Use described in Item 6 of Schedule A. The Lessee acknowledges that it has entered into this Lease in reliance on its own judgement and not in reliance on any representation or warranty by the Lessor.

2.04 COMPLIANCE WITH LAW

- (a) The Lessee shall comply with the provisions of all statutes, ordinances, regulations, bylaws and codes in any way touching upon, relating to or affecting the Land or the conduct of the Permitted Use on the Land and will also at the Lessee's own cost in all things comply with the provisions of all statutes, ordinances, regulations, bylaws, codes, requisitions or notices issued, made or given by any lawful authority in respect of the Land or the Lessee's conduct of the Permitted Use on the Land or the Lessee's Improvements on the Land.
- (b) Without limiting the generality of the foregoing the Lessee will take all reasonable steps to maintain a current warrant of fitness in respect of any building on the Land where such warrant of fitness is required in terms of the Building Act 2004.

2.05 AVOIDANCE OF DANGER

The Lessee shall:

- (a) Take all reasonable precautions to minimise any danger or hazard arising from the Lessee's use of the Land and shall not permit any goods of a dangerous nature to be stored or used on the Land unless stored and used in a manner which complies with all statutes, ordinances, regulations, bylaws and codes or standards in that regard;
- (b) Promptly remedy any danger or hazard that may arise on the Land;

5.3 DRAFT LEASE WITH THE MINISTRY OF JUSTICE

- (c) At all material times keep in place written rules and procedures in order to comply with health and safety in employment requirements which the Lessee is obliged by law to comply with.

2.06 LESSEE'S MAINTENANCE AND REPAIR OBLIGATION IN RESPECT OF THE LAND

The Lessee shall punctually and at the Lessee's expense keep the Land clean and tidy, free and clear from all rubbish, noxious weeds and plants to the satisfaction of the Lessor and take any steps necessary to control any pest infestation occurring on or emanating from the Land.

2.07 SIGNAGE

The Lessee shall have the right to affix names, signs, nameplates, signboards and advertisements relating to the Permitted Use without the consent of the Lessor. The Lessee shall not otherwise affix, paint or exhibit or permit to be affixed, painted or exhibited any name, sign, name-plate, signboard or advertisement of any description on or to the exterior of the Lessee's Improvements or the Land or any Lessors' Property thereon without the prior approval in writing of the Lessor, such approval not to be unreasonably or arbitrarily withheld. Any signage shall be secured in a substantial and proper manner so as not to cause any damage and the Lessee shall at the end or sooner determination of this Lease remove the signage and make good any damage occasioned thereby PROVIDED THAT the Lessee shall not be required to remove signage that is permanently affixed or part of the building fabric.

2.08 INSURANCE

- (a) The Lessee shall insure at its own cost against all public liability in the sum of at least \$2,000,000 in respect of any single event in the name of the Lessee at all times during the continuance of this Lease. The amount of this insurance shall be adjusted at any rent review or renewal of this Lease by any increase in the consumer price index (all groups) in the preceding five years measured against that index at the Commencement Date of this Lease. If there is no consumer price index (all groups) then the adjustment will be made by reference to the next most appropriate index or any index published in place of the CPI (all groups).
- (b) The provisions of clause 2.08(a) shall be of no application whilst the Lessee is **HER MAJESTY THE QUEEN**.

2.09 SUNDRY LESSEE ACKNOWLEDGEMENTS

The Lessee acknowledges:

- (a) That the Lessor shall not be liable to erect or maintain or contribute towards the cost of the erection or replacement of any dividing or boundary fence or portion thereof between the Land and any adjoining land which is the property of the Lessor;
- (b) That the Lessee shall at its own cost and expense in all things fence the boundaries of the Land insofar as the Lessee deems this reasonably necessary for the purposes of the Permitted Use.

5.3 DRAFT LEASE WITH THE MINISTRY OF JUSTICE

2.10 GST

The Lessee shall pay to the Lessor or as the Lessor shall direct the GST payable by the Lessor in respect of the rental and other payments payable by the Lessee hereunder. The GST in respect of the rental shall be payable on each occasion when any rental payment falls due for payment and in respect of any other payment shall be payable on demand.

2.11 LESSEE'S ACKNOWLEDGEMENT

The Lessee agrees to occupy and use the Land at the Lessee's risk and releases to the fullest extent permitted by law the Lessor, its servants and agents from all claims and demands of any kind and from all liability which may arise in respect of any inherent defect in the Land or any accident, damage or injury occurring to any person or property in or about the Land, except where this is caused by the wilful or reckless act of the Lessor or persons acting under the control of the Lessor.

PART III

3.00 LESSOR'S COVENANTS

3.01 QUIET ENJOYMENT

Should the Lessee pay the rent and observe and perform all the covenants and agreements expressed or implied in this Lease, the Lessee shall quietly hold and enjoy the Land throughout the term of this Lease without any interruption by the Lessor or any person claiming by, through or under the Lessor.

3.02 LESSOR'S PROPERTY

The Lessor acknowledges that the Lessor's Property on the Land at the Commencement Date of this Lease (if any) is as listed in Schedule A Item 9 and that the Lessor shall not during the continuance of this Lease place any further Lessor's Property on the Land unless this is expressly permitted in writing by the Lessee prior to its construction or placement. The Lessor further acknowledges that the Lessee may at its absolute discretion in all things decline consent to the construction or placement of any Lessor's Property on the Land and that all improvements on the Land at the Commencement Date of this Lease which are not listed as Lessor's Property are Lessee's Improvements.

3.03 LESSOR CONSENT TO GROUND WORKS

- (a) Notwithstanding anything to the contrary in this Lease, the Lessee shall not:
- (i) Make any excavation of the Land; or
 - (ii) Conduct any works on the Land likely to cause any subsidence, sinkage or damage to the Land or the land or property of any other person;
 - (iii) Remove any boundary-fence or retaining works except where this is necessary or conducive to the conduct of the Permitted Use and the Lessor has first been given twenty (20) working days' notice in writing of the proposed removal;

5.3 DRAFT LEASE WITH THE MINISTRY OF JUSTICE

- (iv) Make any sub-soil installation, alteration or interfere with any underground reticulated services, except where this is necessary or conducive to the conduct of the Permitted Use and the Lessor has first been given twenty (20) working days' notice in writing of the proposed installation, alteration or interference;

without, in each case, the Lessor's prior written approval, such approval not to be unreasonably or arbitrarily withheld and not to be withheld where the works are necessary or conducive to the conduct of the Permitted Use. Where the circumstances reasonably require, the Lessor's approval may be given subject to any reasonable conditions;

- (b) Should the Lessor either fail to give an approval within 14 days of being requested to do so or give an approval which is subject to conditions the Lessee considers unreasonable, then the matter shall be referred to a registered civil engineer agreed upon by the parties for his or her expert determination. Should the parties be unable to agree upon the appointment of an engineer, then either party shall be at liberty to make written application to the President for the time being of the Institute of Professional Engineers of New Zealand to appoint an engineer and any appointment so made shall be final and binding on the parties. The engineer shall act as an expert in determining the issue(s) and not as an arbitrator and the engineer's decision shall be final and binding on the parties. The engineer's costs shall be met in full by the Lessor where the Lessor has unreasonably or arbitrarily failed to give an approval within 14 days but otherwise the engineer shall direct how the engineer's costs shall be met by the parties, and in what proportion.

3.04 DESIGNATION

The Lessor covenants that it consents to the Lessee maintaining a designation for courthouse purposes or any other Government Work over the Land for the duration of this Lease, should this be desired by the Lessee. Upon the expiration of this Lease or its sooner determination, the Lessee shall promptly uplift any designation.

3.05 PROVISION OF CERTAIN NOTICES TO THE LESSEE

Whenever the Lessor receives any notice from any local or governmental authority relating to the Land, including any notice concerning the payment of local authority rates or the rating valuation of the Land or the Lessee's Improvements, the Lessor will promptly provide a copy of such notice to the Lessee and, in any event, within sufficient time to enable the Lessee to make any submission as seen fit by the Lessee to the local authority or the relevant governmental authority, as the case may be.

PART IV - MUTUAL COVENANTS

4.00 MUTUAL COVENANTS

4.01 LESSEE'S IMPROVEMENTS

Maintenance

- (a) The Lessee shall at the Lessee's own expense in all things keep any Lessee's Improvements on the Land in good order, condition and repair during the continuance of this Lease, and in respect of buildings on the Land, will keep such buildings water tight throughout the term of the Lease.

5.3 DRAFT LEASE WITH THE MINISTRY OF JUSTICE

- (b) The Lessee acknowledges that the Lessor shall have no repair or maintenance obligations for any of the Lessee's Improvements on the Land.

Construction or Alterations to Lessee's Improvements

- (c) Whilst Her Majesty the Queen is the Lessee the Lessee shall be allowed to construct Lessee's Improvements and to make any alterations or additions to Lessee's Improvements without the prior written approval of the Lessor where this is necessary or incidental to the Permitted Use of the Land. In all other cases, the Lessee shall be obliged to seek the prior written consent of the Lessor to the construction of any Lessee's Improvements which are not necessary or incidental to the Permitted Use of the Land, and such consent shall not be unreasonably or arbitrarily withheld. In the event that the Lessee wishes to grant any easements over the Land, the Lessee shall first obtain the Lessor's consent, such consent not to be unreasonably or arbitrarily withheld.

Lessor's Acknowledgements as to Lessee's Improvements

- (d) The Lessor acknowledges in relation to Lessee's Improvements that:
- (i) notwithstanding any rule of law or equity to the contrary, property in all Lessee's Improvements shall remain with the Lessee throughout the continuance of this Lease irrespective of how such property is annexed to the Land;
 - (ii) the Lessee's Improvements are to be fully insured by the Lessee in its own name PROVIDED THAT whilst Her Majesty the Queen is the Lessee hereunder the Lessee shall be entitled to self-insure the Lessee's Improvements; and
 - (iii) when any Lessee's Improvements are destroyed or damaged, the decision whether to reinstate or not is solely with the Lessee and property in any insurance proceeds is also solely with the Lessee.

Acknowledgments from Mortgagees or Chargeholders

- (e) Should the Land be subject to any Mortgage or other charge at the Commencement Date of this Lease, then the Lessor will when presenting this Lease to the Lessee for its acceptance also present to the Lessee the written acknowledgement of any and all existing mortgagees or chargeholders of the Land in the form prescribed in Schedule A Item 11 duly executed by any such mortgagees or chargeholders, it being further acknowledged by the Lessor that the Lessee shall not be required to execute the within Lease until the provisions of this sub clause have been fully satisfied;
- (f) Should the Lessor, subsequent to the Commencement Date of this Lease, propose to grant any mortgage or charge then, prior to doing so, it shall have executed by any proposed Mortgagee or Chargeholder the written acknowledgement in the form prescribed in Schedule A Item 12, it being further acknowledged by the Lessor that it will not grant any mortgage or charge until the provisions of this clause have been satisfied and further that it will deliver executed originals of such acknowledgements to the Lessee within three (3) working days from the date of their receipt by the Lessor;

5.3 DRAFT LEASE WITH THE MINISTRY OF JUSTICE

Removal of Lessee's Improvements

- (g) The Lessee may at its option remove all or any of the Lessee's Improvements from the Land at any time during the continuance of this Lease, and also during the period of six (6) months from the expiration or sooner determination of this Lease. It is acknowledged and agreed by the parties that property in all Lessee's Improvements remains with the Lessee until the expiration of the six (6) month period in the absence of any agreement between the parties to the contrary. No prior written consent or any other consent of the Lessor shall be required in respect of any such removal effected by the Lessee. The Lessor further acknowledges that it will be deemed by the provisions of this clause to have granted to the Lessee a Licence to enter the Land for a period of up to six (6) months subsequent to the expiration of this Lease to remove Lessee's Improvements, and the Lessee shall give no less than twelve (12) months notice as to whether it requires the full six (6) months licence period or a lesser period. This provision shall enure for the benefit of the Lessee notwithstanding the prior expiration of this Lease and shall also bind any successor in title to the Lessor subsequent to the expiry of the Lease;
- (h) In the event that the Lessee removes any of the Lessee's Improvements from the Land as aforesaid, it shall make good any damage to the Land caused by such removal and will leave the Land in a neat, tidy and safe condition subsequent to any such removal;
- (i) The Lessor shall do nothing to obstruct or otherwise impede the removal of any Lessee's Improvements from the Land at any time prior to the date of expiration or sooner determination of the Lease or within six (6) months after such date, notwithstanding any rule of law or equity to the contrary;
- (j) The Lessee shall pay a licence fee equal to the rental payable immediately before the determination of the Lease for the six (6) month period, or such lesser period as the Lessee requires to remove Lessee's Improvements from the Land;
- (k) The provisions of this clause shall not merge upon the expiration or sooner determination of this Lease but shall ensure for the benefit of the party entitled until completely performed;
- (l) Subject to subclause (m) the Lessee shall not be required by the Lessor to remove any Lessee's Improvements as at the expiration of the term of the Lease or at any time subsequent to such expiration, and all Lessee's Improvements remaining upon the Land at the option of the Lessee after the expiration of the six (6) month period provided in subclause 4.01(g) shall vest in and become the property of the Lessor. No compensation or other consideration shall be payable by the Lessor to the Lessee in respect of any Lessee's Improvements vesting in the Lessor pursuant to this subclause, and the Lessor shall have no claim upon the Lessee in respect of any such Lessee's Improvements.
- (m) If the Lessee is not a Government Agency as at the expiry of the term of this Lease, the Lessee will if required by the Lessor in writing demolish or remove all Lessee's Improvements (or such lesser portion as may be acceptable to the Lessor) from the Land at the expiry of the term without being obliged to pay to the Lessor any compensation for their demolition or removal. Following such

5.3 DRAFT LEASE WITH THE MINISTRY OF JUSTICE

demolition or removal the Lessee shall make good any damage to the Land and will leave the Land in a neat, tidy and safe condition.

4.02 ASSIGNMENT AND SUBLETTING

- (a) Subject to clauses 4.02(c) and (d) and 4.03, the Lessee must not assign or otherwise part with the possession of the Land or any part of the Land without first obtaining the written consent of the Lessor which the Lessor will give if the following conditions are fulfilled:
- (i) The Lessee proves to the reasonable satisfaction of the Lessor that the proposed assignee is (or in the case of a company the shareholders of the company of the proposed assignee are) respectable, responsible and has the financial resources to meet the commitments under this lease.
 - (ii) The Lessee proves to the reasonable satisfaction of the Lessor that the use to which the proposed assignee or subtenant intends putting the Land is appropriate considering the nature, location and characteristics of the Land. (iii) All rent and other moneys payable under this Lease have been paid and there is no subsisting (in the case of a Government Agency a material, willful and deliberate) breach of any of the Lessee's covenants.
 - (iv) The Lessee pays the proper costs and disbursements in respect of the approval or preparation of any deed of covenant or guarantee and (if appropriate) all fees and charges payable in respect of any reasonable enquiries made by or on behalf of the Lessor concerning any proposed assignee.
 - (v) The Lessee will, at the Lessee's own expense, procure the execution by an assignee of a deed of covenant with the Lessor that the assignee will, at all times pay the rent at the times and in the manner provided in this Lease and will observe and perform all the covenants and conditions contained in this Lease.
 - (vi) Where the assignee is a party which is not a Government Agency, the Lessee will at the Lessee's own expense procure the execution by the assignee of a variation of this Lease whereby the Lease will cease to be perpetually renewable and the number of further terms will be reduced to four (4) (of 20 years each) so that the Lease will have a final expiry date (if all rights of renewal are exercised) at the date of expiration of a period of 80 years following the expiration of the term of the Lease during which the assignment is effected.
 - (vii) Where the assignee is a company not listed on the main board of a public stock exchange, the Lessor may require the deed of covenant referred to in paragraph (v) above to be executed by that company and also by such other shareholders of that company as the case may be, as the Lessor reasonably requires, as joint and several guarantors, upon the terms set out in the then current edition of the Auckland District Law Society form of Standard Lease for Commercial Premises or if such lease is no longer published, then upon such terms as are commonly used in leases of commercial premises.
- (b) For the purposes of clause 4.02(a) any change in the shareholding of the Lessee (where the Lessee not being a Government Agency is a company which

5.3 DRAFT LEASE WITH THE MINISTRY OF JUSTICE

is not listed on the main board of a public stock exchange) or any amalgamation under section 219 of the Companies Act 1993 altering the effective control of the Lessee shall be a deemed assignment of this Lease and will require the consent of the Lessor unless such deemed assignment involves a change of effective control to any of the entities mentioned in clauses 4.02(c) and 4.02(d).

- (c) If, by any statutory provision or regulation enacted during the Term of this Lease, the Lessee is obliged to transfer or assign management of the Land or any aspect of such management to a third party, the provisions of clause 4.01(a) will not apply to such a transfer or assignment and the Lessee will be entitled to transfer or assign its interest as Lessee under this Lease, or any aspect of management of the Land, to such a third party without further reference to the Lessor, who will be deemed to have approved such a transfer or assignment and will immediately sign any document necessary to give effect to such a transfer or assignment, if so requested by the Lessee.
- (d) Despite clause 4.02(a), the Lessee may at any time and from time to time transfer or assign its interest as Lessee under this Lease, or grant a sublease or licence of the whole or any part(s) of the Land, to any Government Agency without further reference to the Lessor, who will be deemed to have approved such a transfer, assignment or sublease and will immediately sign any document necessary to give effect to such a transfer, assignment or sublease, if so requested by the Lessee.
- (e) Where the Lessee grants a sublease or licence of the whole or any part(s) of the Land to a person other than a Government Agency, the Lessee must first obtain the written consent of the Lessor which shall not be unreasonably or arbitrarily withheld. The Lessor shall be entitled to take into account the conditions detailed in clause 4.02(a)(i) to (vii) in determining whether to give consent to the proposed subtenant or licensee.
- (f) Where the Lessee grants a sublease or licence of the whole or any part(s) of the Land to any other person, the Lessee will not permit any sublessee to deal with the sublease in any way in which the Lessee is restrained from dealing without consent under this Lease.
- (g) Notwithstanding any rule of law or anything expressed or implied in this Lease to the contrary, where a Government Agency as Lessee assigns its interest in this Lease under the provisions of this clause 4.02, all the liabilities of the Government Agency as Lessee expressed or implied under this Lease, whether contingent or otherwise for the payment of future rents or other money or the future observance or performance of any of the covenants, conditions or agreements on the part of the Lessee shall cease and determine absolutely as from the date of assignment, but without releasing the Lessee from liability for any antecedent breach of this Lease.

4.03 RIGHT OF FIRST REFUSAL FOR LESSOR IF LESSEE TO ASSIGN

- (a) The following subclauses of this clause 4.03 will only apply in the event that the Lessee proposes to assign the Lessee's interests in this Lease to a party which is not a Government Agency. The Lessor shall have no right of first refusal in the event of the Lessee wishing to transfer or assign its interest as Lessee under this Lease to a Government Agency.

5.3 DRAFT LEASE WITH THE MINISTRY OF JUSTICE

- (b) If at any time before the expiration or earlier termination of the term or any renewed or extended term the Lessee wishes to assign the Lessee's interest in this Lease (including any assignment by way of sale of the Lessee's Improvements) the Lessee must immediately give written notice ('Lessee's Notice') to the Lessor setting out the terms on which the Lessee wishes to assign its interest in the Lease and/or sell the Lessee's Improvements ('the Lessee's Interest').
- (c) The Lessor will have 60 Working Days following the date of receipt of the Lessee's Notice (time being of the essence) in which to exercise the Lessor's right to purchase the Lessee's Interest, by serving written notice on the Lessee ('Lessor's Notice') accepting the offer contained in the Lessee's Notice.
- (d) If the Lessor does not serve the Lessor's Notice on the Lessee in accordance with subclause (c) then the Lessee may assign the Lessee's Interest to any other person on no more favourable terms than those previously offered to the Lessor. The provisions of clause 4.02 of this Lease will apply to any such assignment.
- (e) If the Lessee wishes to offer more favourable terms for assignment of the Lessee's Interest than the terms contained in the Lessee's Notice, the Lessee must first re-offer its interest therein to the Lessor on those terms by written notice to the Lessor and clauses 4.03(b), (c), and (d) (inclusive) shall apply. If the re-offer is made within six (6) months of the initial Lessee's Notice, the 60 Working Day period for acceptance shall be reduced to 30 Working Days.

4.04 LESSOR MAY REMEDY LESSEE DEFAULT

- (a) Should the Lessee default in the observance or performance of any of the Lessee's obligations hereunder and should the Lessor have first served not less than twenty-one (21) clear days' written notice of its intention to enter upon the Land and to do, execute and perform or procure to be performed all such acts, deeds, matters and things required to make good any Lessee default except in the case of an emergency where no notice shall be required, then it shall be lawful for the Lessor in addition to any of its remedies to enter the Land and do all such acts, deeds, matters and things required to make good such default and to recover the costs of such action from the Lessee. In the event that the Lessor is entitled to access the Land under the terms of this Lease, notwithstanding anything to contrary contained in this Lease, the Lessor may only exercise such access at times reasonably acceptable to the Lessee on reasonable notice to the Lessee and only when accompanied by a servant or agent of the Lessee. At the Lessee's discretion, the Lessee shall be entitled to withhold consent for any of the Lessor's employees or contractors who do not pass the Lessee's reasonable security checks, in the Lessee's unfettered discretion.
- (b) Any notice served under the provisions of clause 4.04(a) shall specify sufficient particulars to adequately advise the Lessee of the breach (or breaches) of Lease in respect of which notice is issued and the fact that such notice is issued under the provisions of this clause. Non-compliance with these requirements shall render any such notice void.
- (c) Where the Lessor has a right to enter the Land or the Lessee's Improvements for any purpose, including inspection requirements, the Lessor shall give notice

5.3 DRAFT LEASE WITH THE MINISTRY OF JUSTICE

to the Lessee and must comply with any reasonably security measures as are required by the Lessee, bearing in mind the use to which the Land shall be put by the Lessee, including hearing and housing accused offenders.

4.05 RENEWAL

- (a) The Lessee not being at that time in breach of any material provision of this Lease shall on or prior to the end of the Term of the Lease or any subsequent term of this Lease, be entitled to a renewal of this Lease for the further term specified in Schedule One from the date of expiry of the Term of the Lease or any subsequent term as follows:
- (i) the Annual Rent will be agreed upon or failing agreement will be determined in accordance with clause 4.06 as though the commencement date of the renewed term were a Rent Review Date; and
 - (ii) the renewed lease will otherwise be on and subject to the covenants and agreements expressed or implied in this Lease including this covenant for renewal.
- (b) No earlier than two (2) years prior to the expiration of the initial term or any subsequent term, the Lessor shall give written notice to the Lessee ("Lessor's Notice") specifying that the term of the Lease is due to expire and that if the Lessee fails to exercise the right of renewal referred to in clause 4.05(a) within six (6) months from the date of receipt of the Lessor's Notice from the Lessor (time being of the essence), then the Lessee shall be deemed to have irrevocably waived its right to renew the Lease PROVIDED THAT the Lessor must give further written notice to the Lessee no later than four (4) months after the date the Lessee receives the Lessor's Notice (time being of the essence). The parties acknowledge and agree that the earliest date by which the Lessee can be required to give notice of renewal as a result of the operation of this clause 4.05(b) is the date which falls 18 months prior to the expiration of the relevant term.
- (c) In the event that the Lessor does not give notice to the Lessee pursuant to clause 4.05(b), the Lessee shall be entitled to renew this Lease by notice in writing to that effect given to the Lessor at any time, up until the expiry date of the then current Lease term.

4.06 RENT REVIEW

- (a) The Annual Rental payable as from each review date shall be determined as follows:
- (i) Either party may not earlier than three (3) months prior to a review date and not later than one (1) year after any review date (time being of the essence) give written notice to the other party specifying the annual rent proposed as the current market rent as at the relevant review date.
 - (ii) If the party receiving the notice ("the Recipient") gives written notice to the party giving the notice ("the Initiator") within 20 Working Days after service of the Initiator's notice disputing the annual rent proposed and specifying the annual rent proposed by the Recipient as the current

5.3 DRAFT LEASE WITH THE MINISTRY OF JUSTICE

market rent, then the new rent shall be determined in accordance with clause 4.06(b).

- (iii) If the Recipient fails to give such notice (time being of the essence) the Recipient shall be deemed to have accepted the annual rent specified in the Initiator's notice and the extension of time for commencing arbitration proceedings contained in the Arbitration Act 1996 shall not apply.
 - (iv) The Annual Rental agreed, determined or imposed pursuant to this clause shall be the annual rental payable as from the relevant rent review date, or the date of service of the Initiator's notice if such notice is served later than six (6) months after the relevant rent review date but subject to clause (c) and (d).
 - (v) The rent review at the option of either party may be recorded in a Deed.
- (b) Immediately following service of the Recipient's notice on the Initiator, the parties shall endeavour to agree upon the current market rent of the Land, but if agreement is not reached within 20 working days then the same may be determined either:
- (i) By one party giving written notice to the other requiring the current market rent of the Land to be determined by arbitration; or
 - (ii) If the parties so agree by registered valuers acting as experts and not as arbitrators as follows:
 - (aa) Each party shall appoint a valuer and give written notice of the appointment to the other party within 20 working days of the parties agreeing to so determine the new rent;
 - (ab) If the party receiving a notice fails to appoint a valuer within the 20 working day period then the valuer appointed by the other party shall determine the new rent and such determination shall be binding on both parties;
 - (ac) The valuers appointed before commencing their determination shall appoint a third expert who need not be a registered valuer;
 - (ad) The valuers appointed by the parties shall determine the current market rent of the Land but if they fail to agree then the rent shall be determined by the third expert;
 - (ae) Each party shall be given the opportunity to make written or oral representations subject to such reasonable time and other limits as the valuers or the third expert may prescribe and they shall have regard to any such representations but not be bound thereby.

In ascertaining the new annual rental to apply from a review date:

- (af) the value of any building or improvements then existing upon the Land shall not be taken into consideration; and

5.3 DRAFT LEASE WITH THE MINISTRY OF JUSTICE

- (ag) for so long as the Lessee is a Government Agency, the parties and their valuers shall have regard only to the actual use the land is put to by the Lessee (which in the case of the Ministry of Justice or its successor is recorded in Item 6(a) of Schedule A), and shall disregard the use specified in Item 6(b) of Schedule A.

When the new rent has been determined, the person or persons determining the same shall give written notice thereof to the parties. The notice shall provide as to how the costs of the determination shall be borne and which provision shall be binding on the parties.

- (c) The annual rent so determined or accepted:
 - (i) shall not, in the case of a rent review during the initial term of this Lease, be less than the Annual Rental payable as at the Commencement Date, or in the case of a rent review during any subsequent term, be less than the Annual Rental payable at the commencement of such subsequent term; and
 - (ii) shall be the Annual Rental from the Rent Review Date, or the date of the initiated notice if such notice is given later than six (6) months after the Rent Review Date.
- (d) For the avoidance of doubt, where a rent review date coincides with the commencement of a renewed or subsequent term, the annual rent shall be the current market rent of the Land agreed or determined as at that date in accordance with the foregoing provisions, and no minimum rent shall apply.
- (e) Pending determination of the current market rent of the Land, the Lessee if it is a Government Agency shall from the relevant review date, or the date of service of the Initiator's notice if such notice is served later than three (3) months after the relevant review date, until the determination of the current market rent of the Land, pay an interim rent equivalent to that prior to the review date, however if the Lessee is not a Government Agency it will pay an interim rent as follows:
 - (i) If both parties supply a registered valuer's certificate substantiating the new rents proposed, the interim rent payable shall be half way between the new rents proposed by the parties, or
 - (ii) If only one party supplies a registered valuer's certificate, the interim rent payable shall be the rent substantiated by the certificate; or
 - (iii) If no registered valuer's certificates are supplied, the interim rent payable shall be the rent payable immediately prior to the relevant review date.
- (f) Upon determination of the new rent, any overpayment shall be applied in payment of the next month's rent and any amount then remaining shall immediately be refunded to the Lessee. Any shortfall in payment shall immediately be payable by the Lessee.

4.07 RE-ENTRY

- (a) The Lessor may re-enter the Land where:

5.3 DRAFT LEASE WITH THE MINISTRY OF JUSTICE

- (i) rental is in arrears for a period exceeding twenty (20) days after any rent payment date;
- (ii) the Lessee is in breach of any covenant on the Lessee's part herein expressed or implied;
- (iii) the Lessee makes or enters into or attempts to make or enter into any composition, assignment or other arrangement with or for the benefit of the Lessee's Creditors;
- (iv) the Lessee becomes insolvent, bankrupt or goes into liquidation;

and the term of this Lease shall terminate on such re-entry and subject to the provisions of clause 4.01(g) herein all Lessee's Improvements on the Land shall vest in and become the property of the Lessor, and no compensation or other consideration shall be payable by the Lessor to the Lessee in respect of any Lessee's Improvements vesting in the Lessor. Termination shall otherwise be without prejudice to the rights of either party against the other.

- (b) Whilst **HER MAJESTY THE QUEEN** is the Lessee under this Lease and should **HER MAJESTY THE QUEEN** either default in the payment of any rental for a period exceeding twenty (20) days or more or otherwise breach any covenant on the Lessee's part herein expressed or implied, then before exercising any rights of re-entry the Lessor shall serve a notice (hereafter called "**the Default Notice**") on the Lessee specifying the breach complained of with sufficient particularity to enable the Lessee to clearly identify the default alleged.
- (c) The Default Notice notwithstanding anything to the contrary contained in clause 4.07(a) above shall specify that:
 - (i) the Lessee must within 30 days of receipt of such notice remedy the default specified; and
 - (ii) that should the Lessee not remedy the default specified within this time, the Lessor shall thereafter be at liberty to re-enter the Land and to determine this Lease pursuant to this clause 4.07.
- (d) The Lessor acknowledges that it shall not re-enter the Land unless and until the provisions of clause 4.07(b) have been satisfied in full and further that any re-entry contrary to the provisions of clause 4.07(b) shall be null and void ab initio.

4.08 LESSEE'S RIGHT OF EARLY TERMINATION

- (a) Notwithstanding anything to the contrary herein contained or implied it is agreed that the Lessee may at any time in its sole discretion and without being required to give any reason, terminate this Lease by providing to the Lessor not less than 12 months notice in writing to that effect PROVIDED THAT:
 - (i) no such notice may be given during the initial 20 year term of this Lease; and
 - (ii) no such notice may be given so as to effect termination of this lease within the first 10 years of any renewed term of this Lease.

5.3 DRAFT LEASE WITH THE MINISTRY OF JUSTICE

- (b) The parties' respective rights and obligations under this Lease will cease from the effective date of termination, but without prejudice to any rights which have accrued up to the date of termination.

4.09 INSURANCE

- (a) The Lessor shall be responsible for insuring any Lessor's Property on the Land.
- (b) The Lessee shall be responsible for insuring or self insuring any Lessee's Improvements on the Land.
- (c) Should any property referred to in sub clauses (a) and (b) above be damaged or destroyed, then it shall be the sole responsibility of the party effecting insurance to decide (subject to the rights of any mortgagee of theirs) whether to effect reinstatement or not and the other party shall abide by this decision whatever it may be.
- (d) In the event of any building comprising a Lessee's Improvement being destroyed or so damaged as to render the Land untenable for the purpose specified in Item 6(a) of Schedule A in the reasonable opinion of the Lessee, then the Lessee may at its discretion terminate this Lease by giving three (3) months notice in writing to that effect to the Lessor. At the expiration of such period this Lease will come to an end and neither party will have any claim upon the other except in respect of any antecedent breach by either party. The Lessee will demolish any remaining Lessee's Improvements and will clear the Land of all improvements, structures, rubbish and debris.
- (e) In the event of a natural disaster (including but not limited to an earthquake) causing damage to the Land or to the Lessee's Improvements, or imposing an unreasonable restriction upon the Lessee accessing the Land or the Lessee's Improvements for a period of no less than one (1) month so as to make it unreasonable, and the Lessee's opinion, for the Lessee to continue using the Land for the Permitted Use then the Lessee may at its discretion terminate this Lease by giving three (3) months notice in writing to that effect to the Lessor. At the expiration of such period this Lease will come to an end and neither party will have any claim upon the other except in respect of any antecedent breach by either party. The Lessee will demolish any materially damaged Lessee's Improvements and will make good any damage to the Land caused by such removal (but not by the natural disaster, for example liquefaction or land remediation) and will leave the Land in a neat, tidy and safe condition subsequent to any such removal.

4.10 RATING ASSESSMENTS

The parties agree that the Lessee may at any time make application to the Territorial Authority for a separate rating assessment of the Land in its name and thereafter account direct to the Territorial Authority for all rates payable on the Land.

4.11 ENTIRE AGREEMENT

This Lease constitutes the entire and complete agreement between the parties in relation to the lease of the Land and no variation shall be effective or binding unless it is recorded in writing and executed in the same manner as this Lease.

5.3 DRAFT LEASE WITH THE MINISTRY OF JUSTICE

4.12 DIFFERENCES AND DISPUTES

- (a) Unless any dispute or difference is resolved by mediation or other agreement, the same shall be submitted to the arbitration of one arbitrator who shall conduct the arbitral proceedings in accordance with Arbitration Act 1996 and any amendment thereof or any other statutory provision then relating to arbitration.
- (b) If the parties are unable to agree on the arbitrator, an arbitrator shall be appointed, upon the request of any party, by the president or vice president for the time being of the New Zealand Law Society. That appointment shall be binding on all parties to the arbitration and shall be subject to no appeal. The provisions of Article 11 of the First Schedule of the Arbitration Act 1996 are to be read subject hereto and varied accordingly.
- (c) The procedures described in this clause shall not prevent the Lessor from taking proceedings for the recovery of any rental or other moneys payable hereunder which remain unpaid or from exercising the rights and remedies under this Lease.
- (d) The provisions of this clause shall be of no application to any review of rental under the provisions of clause 4.06(b)(ii).

4.13 SERVICE OF NOTICES

Any notice or other document required to be given, delivered or served under this Lease may be given, delivered, posted by ordinary post, served or transmitted by facsimile transmission (in which case it shall be subsequently posted) to the respective addresses for service of the Lessor and the Lessee set out in Item 13 of Schedule A. Any alteration to or change in any detail of a party's address for service shall be promptly advised to the other party.

If either party does not have a current address for service, then service in terms of this clause may be effected on that party by registered post addressed to the registered office or principal place of business of the party intended to be served; and any notice or other document given or served shall be deemed to have been given or served and received by the other party two (2) Working Days after the date of posting.

4.14 REGISTRATION OF LEASE

The parties acknowledge their agreement that this Lease be registered under the provisions of the Land Transfer Act 1952 at the Lessee's expense. The Lessor agrees to make title available for this purpose and consents to the Lessee caveating the title to protect its interest in the within Lease prior to the registration of this Lease. The parties shall take all practical steps to register the Lease as soon as possible and the Lessee shall withdraw any caveat it has lodged on the registration of the Lease.

4.15 COSTS

- (a) The parties shall pay their own costs of and incidental to the negotiation, preparation and execution of this Lease. The Lessee shall pay the Lessor's costs of and incidental to the preparation and execution of any variation (where this is requested by the Lessee), renewal or surrender of this Lease or the obtaining of any consents or approvals associated with this Lease.

5.3 DRAFT LEASE WITH THE MINISTRY OF JUSTICE

- (b) The Lessee shall pay the Lessor's reasonable costs (including reasonable legal costs) of and incidental to the proper enforcement or proper attempted enforcement of the Lessor's powers, rights or remedies under or pursuant to this Lease.

4.16 INTEREST

If the Lessee shall fail to pay any instalment of rental or other sum of money payable to the Lessor under this Lease within 14 days of the day on which it fell due or, if the Lessee shall fail to pay to the Lessor upon demand any amount paid by the Lessor to remedy any default by the Lessee of the Lessee's obligations under this Lease within 14 days from the date such demand is received by the Lessee, then any amount not so paid shall bear interest at the maximum rate of interest from time to time payable by the Lessor to its principal banker for overdraft accommodation plus a margin of 4% per annum accruing on a daily basis from the due date for payment or the due date of payment by the Lessor (as the case may be) down to the date that such amount is paid by the Lessee. The Lessor shall be entitled to recover such interest in the same manner as if it were rent in arrears.

4.17 ESSENTIAL TERMS

Any breach by the Lessee of the following provisions shall be deemed to be a breach of an essential term of this Lease:

(a) **Payment of Rental:**

The covenant to pay rental or other money payable by the Lessee under this Lease;

(b) **Assignment and Sub Leasing:**

The provisions dealing with assignment and sub leasing; or

(c) **Use of Land:**

The provisions restricting the use of the Land.

4.18 WAIVER

The acceptance by the Lessor of any arrears of rental or other money payable under this Lease shall not constitute a waiver of the essential obligation to pay any other rental or money payable under this Lease, nor shall it constitute a waiver of any other essential term of this Lease.

4.19 RENT MORATORIUM

If any moratorium or other law, act or regulation that (notwithstanding clause 4.06 hereof) applies to this Lease has the effect of postponing any periodic review of rental as at a review date, then if and whenever such moratorium is lifted or the law, act or regulation is repealed or amended so as to permit the rent to be reviewed, the review that has been postponed shall take place as at the date that the moratorium is lifted or such law, act or regulation is repealed or amended to the intent that the rent review shall establish the rental as at such date and not as at the postponed review date. Any subsequent rent review shall take place on the next following review date as specified in Item 8 of Schedule A.

5.3 DRAFT LEASE WITH THE MINISTRY OF JUSTICE

4.20 ARTEFACTS OR FOSSILS

Artefacts, fossils, articles of value or antiquity and structures and other remains or things of geological, historical, archaeological or cultural interest relating to the indigenous people of New Zealand discovered on or under the surface of the Land shall, as between the Lessor and Lessee, be deemed to be the property of the Lessor. The Lessee shall use its best endeavours to prevent such articles or things being removed or damaged and shall, as soon as practicable, notify the Lessor of such discovery and carry out, at the expense of the Lessor, the Lessor's reasonable instructions as to delivery or disposal of such articles or things.

4.21 EXCLUSION OF IMPLIED CONDITIONS

The parties agree that the following covenants, conditions, and powers implied in leases of Land pursuant to Schedule 3 of the Property Law Act 2007 shall not apply to this Lease;

- (i) Schedule 3, part 2, clause 4(2) - (5);
- (ii) Schedule 3, part 2, clause 5;
- (iii) Schedule 3, part 2, clause 10;
- (iv) Schedule 3, part 2, clause 11;
- (v) Schedule 3, part 2, clause 13.

5.3 DRAFT LEASE WITH THE MINISTRY OF JUSTICE

(MINISTRY OF JUSTICE)

LESSOR:

[]

Correct for the purposes of the Land
Transfer Act 1952

.....
SOLICITOR FOR THE LESSEE

LESSEE:

HER MAJESTY THE QUEEN

acting by and through the Chief

Executive of the Ministry of Justice

Particulars entered in the
Register as shown herein
on the date and at the
time endorsed below

MEMORANDUM OF LEASE

THE CHIEF EXECUTIVE

MINISTRY OF JUSTICE

WELLINGTON

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE**

5.4 AGREED FINAL FORM OF LEASE WITH THE NEW ZEALAND POLICE

5.4 AGREED FINAL FORM OF LEASE WITH THE NEW ZEALAND POLICE

[NGATI TOA LEASING ENTITY]

HER MAJESTY THE QUEEN

acting by and through the

COMMISSIONER OF POLICE

MEMORANDUM OF LEASE

5.4 AGREED FINAL FORM OF LEASE WITH THE NEW ZEALAND POLICE

MEMORANDUM OF LEASE

DATE:

PARTIES:

- (A) [NGATI TOA LEASING ENTITY] (Lessor)
- (B) HER MAJESTY THE QUEEN acting by and through the COMMISSIONER OF POLICE (Lessee)

THE LESSOR DOES HEREBY LEASE TO THE LESSEE and THE LESSEE DOES TAKE ON LEASE the Land for the term and at the rental set out in the Reference Schedule and subject to the covenants, conditions, agreements and restrictions set out in this Lease which comprises the Schedule of Terms, the Reference Schedule and the Schedule of Land.

IN WITNESS WHEREOF these presents have been executed this day of 20

SIGNED for and on behalf of)
[NGATI TOA LEASING ENTITY])
in the presence of:)

Signature of Witness

Witness Name

Occupation

Address

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

5.4 AGREED FINAL FORM OF LEASE WITH THE NEW ZEALAND POLICE

SIGNED for and on behalf of)
HER MAJESTY THE QUEEN)
acting by and through the)
COMMISSIONER OF POLICE by)
[])
authorised agent of the Commissioner)
of New Zealand Police, on behalf of the)
Commissioner of New Zealand Police)
in the presence of:)

Signature of Witness

Witness Name

Occupation

Address

5.4 AGREED FINAL FORM OF LEASE WITH THE NEW ZEALAND POLICE

THE REFERENCE SCHEDULE

ITEM 1: LESSOR PARTICULARS

Name: [NGATI TOA LEASING ENTITY]
Address:
Fax:
Telephone:
Contact Person:

ITEM 2: LESSEE PARTICULARS

Name: HER MAJESTY THE QUEEN acting by and through the
Commissioner of Police
Address: New Zealand Police
National Property Office
PO Box 3017
Wellington
Fax: (04) 498 7414
Telephone: (04) 474 9473
Contact Person: National Property Manager

ITEM 3: LAND []

ITEM 4: TERM Ten (10) years.

ITEM 5: DATE OF
COMMENCEMENT []

ITEM 6: FURTHER TERMS Perpetual rights of renewal, each of ten (10) years.

ITEM 7: RENEWAL DATES [] 20... and every tenth (10th) anniversary date
thereafter.

ITEM 8: ANNUAL RENT \$[] plus GST

ITEM 9: REVIEW DATES 5 yearly computed from the Commencement Date of this
lease and including each Renewal Date.

ITEM 10: PERMITTED USE For Police purposes and any permitted activity under
the relevant Regional and District Plans or use
permitted under any resource consent held in respect
of the Land.

5.4 AGREED FINAL FORM OF LEASE WITH THE NEW ZEALAND POLICE

THE SCHEDULE OF TERMS

1. INTERPRETATION

1.1 For the purpose of the interpretation or construction of this Lease unless the context provides otherwise:

- (i) Words importing any gender shall include all other genders.
- (ii) Words importing the singular shall include the plural and vice versa.
- (iii) Payments shall be made in the lawful currency of New Zealand.
- (iv) Headings are for ease of reference only and do not in any way limit or govern the construction of the terms of this Lease.
- (v) References to schedules are references to schedules in this Lease and clauses are references to clauses in this Schedule of Terms and references to parties are references to the parties to this Lease and their respective successors and assigns (if permitted in the case of the Lessee under Clause 13) unless expressly stated otherwise.
- (vi) Any reference in this Lease to any statute is deemed to include all amendments, revisions, substitutions or consolidations made from time to time to that statute.
- (vii) A "person" shall include any individual person, a corporation, a company or other body corporate, an unincorporated body of persons, a public body, firm, partnership, joint venture, association, organisation, trust or a Crown entity as defined in Section 7(1) of the Crown Entities Act 2004 or a State Owned Enterprise in each case whether or not having separate legal personality.
- (viii) "writing" shall include words visibly represented or reproduced.
- (ix) No consent or waiver, express or implied, by the Lessor to or of any breach of any covenant, condition, or duty of the Lessee will be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty. No waiver of any breach of the Lessee will be implied from the Lessor's failure to exercise the Lessor's rights or any of them in respect of that breach.
- (x) Nothing contained in this Lease shall be deemed or construed or constitute any party, a partner, agent or representative of the other party or be deemed to create any trust, commercial partnership or joint venture.
- (xi) The invalidity of any part or provision of this Lease shall not affect the enforceability of any other part or provision thereof.
- (xii) The parties acknowledge and agree that certain covenants set out in this Lease (in particular provisions relating to the treatment of Improvements on termination or sooner determination of this Lease) shall continue beyond determination of this Lease for the benefit of the parties notwithstanding such determination.
- (xiii) This Lease shall be construed and take effect in accordance with the laws of

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE**

5.4 AGREED FINAL FORM OF LEASE WITH THE NEW ZEALAND POLICE

New Zealand.

- (xiv) Any provision in this Lease to be performed by two or more persons shall bind those persons jointly and severally.
- (xv) Any reference in this Lease to "month" or "monthly" shall mean respectively calendar month and calendar monthly.
- (xvi) "Authority" means any Government authority whether national or territorial or any other Government or statutory authority appointed or established by statute in New Zealand having jurisdiction over or in respect of the Land and any Improvements.
- (xvii) "Business days" means any day other than a Saturday or Sunday or statutory or anniversary holiday.
- (xviii) "Date of Commencement" means the date specified in Item 5 of the Reference Schedule.
- (xix) "Improvements" means all Improvements excluding Lessor's Improvements whether constructed or installed on the Land before or at any time during the term of this Lease (including any renewal or variation extending the term of this Lease), including any building, structure or other improvements on or fixed to the Land and any concrete paving, tiles, carpark sealing, mechanical services, plant, machinery, equipment, signage, fixtures and fittings.
- (xx) "The Land" means that land described in the Schedule of Land excluding the Improvements.
- (xxi) The expression "Lessor" and "Lessee" includes their respective successors and assigns (if permitted in the case of the Lessee under Clause 13) and where the context permits the Lessee includes the Lessee's Sublessees and other lawful occupiers of the Land and the Lessee's contractors, agents and invitees (which persons shall be those deemed to be persons under the control of the Lessee).
- (xxi) "Lessor's Improvements" means work done or material used on or for the benefit of the Land (whether before or during the term of this Lease including any renewal or variation extending the term of this Lease) in:
 - (a) the draining, excavation, filling, or reclamation of the Land, or the making of retaining walls or other works appurtenant to that draining, excavation, filling or reclamation; or
 - (b) the grading or levelling of the Land or the removal of rocks, stone, sand, or soil therefrom; or
 - (c) the removal or destruction of vegetation, or the effecting of any change in the nature or character of the vegetation; or
 - (d) the alteration of soil fertility or of the structure of the soil; or
 - (e) the arresting or elimination of erosion or flooding.
- (xxiii) "Reference Schedule" means the schedule preceding this Schedule of Terms described as such and forming part of this Lease.

5.4 AGREED FINAL FORM OF LEASE WITH THE NEW ZEALAND POLICE

- (xxiv) "Regional Plan" and "District Plan" shall have ascribed to them the definitions set out in section 2 of the Resource Management Act 1991 and "Regional and District Plans" shall be construed accordingly and shall extend to include any successor or replacement planning regime imposed by the relevant Authority having jurisdiction in respect thereof.
- (xxv) "Schedule of Land" means the schedule described as such and forming part of this Lease.
- (xxvi) "Schedule of Terms" means this schedule described as such and forming part of this Lease.

2. TERM

The term of this Lease shall commence on the Date of Commencement and shall be for the period specified in Item 4 of the Reference Schedule.

3. RIGHT OF RENEWAL OF LEASE

- 3.1 If the Lessee has not been in any material breach of this Lease and has given to the Lessor written notice to renew this Lease at least six (6) calendar months before the end of each term, then the Lessee shall have the right, in accordance with the provisions hereinafter contained, to obtain a renewed lease of the Land for the term of years specified in Item 6 of the Reference Schedule, computed from the relevant date specified in Item 7 of the Reference Schedule and subject to the same covenants and provisions expressed and implied in this Lease.
- 3.2 If the Lessee fails within the time aforesaid to give any notice under Clause 3.1 as to whether it desires a renewed lease and the Lessor at any time after such expired time has given one month's written notice to the Lessee advising the Lessee that it has one further month from the date of such letter to exercise its right of renewal, and the Lessee still fails to advise the Lessor of its desire to renew, then the Lessee shall be deemed to have given notice that a renewed lease is not required. If the Lessee gives notice in writing that it does not desire a renewed lease or there is a deemed notice that a renewal is not required then its right for a renewed lease shall cease on expiry of the one month notice period aforesaid or on the date at which notice is received by the Lessor (as the case may be).
- 3.3 Any notice by the Lessee under clause 3.1 or clause 3.2 of its desire to accept a renewed lease shall be deemed to constitute a contract between the Lessor and the Lessee for the granting and acceptance of a renewed lease at the rent to be determined under Clause 5 for the term and subject to the covenants and provisions referred to in Clause 3.1.
- 3.4 The term of any renewed lease shall run from the day immediately after the expiry of the prior lease, and the rent thereunder shall accrue from that date instead of the rent reserved in the prior lease, notwithstanding the fact that the renewed lease may not be executed until after that date. Clause 5.11 shall otherwise apply.
- 3.5 The Lessor shall prepare each memorandum of renewal of this Lease and the Lessee will forthwith enter into and execute such memorandum of renewal of lease.

5.4 AGREED FINAL FORM OF LEASE WITH THE NEW ZEALAND POLICE

3.A. RIGHT OF EARLY TERMINATION

3.6 Notwithstanding clauses 2 and 3, it is agreed that the Lessee may at any time at its sole discretion terminate this Lease by providing to the Lessor not less than 24 months notice in writing to that effect, provided that no such notice may be given during the initial ten year term of this Lease. The parties' respective rights and obligations under this Lease will cease from the effective date of termination, but without prejudice to any rights which have accrued up to the date of termination.

4. RENT

4.1 The Lessee shall pay the annual rent specified in Item 8 of the Reference Schedule from the Date of Commencement until the rent is varied under Clause 5 at which time the Lessee will pay rent at the varied rate.

4.2 Rent shall be paid on the first day of each month by equal monthly payments in advance with broken period payments due on a proportionate basis for any broken period at the Date of Commencement and on expiry of the Lease term.

4.3 All rent shall be paid without any deduction or set-off whatsoever by direct automatic bank payment to the Lessor or as the Lessor may otherwise direct.

5. RENT REVIEW PROVISIONS

5.1 In this clause "Initiating Party" means the party that gives the Notice defined in Clause 5.2 and "Recipient" means the party that receives that Notice.

5.2 The annual rent may be reviewed by the Lessor or by the Lessee on the dates specified in Item 9 of the Reference Schedule. At any time not earlier than three (3) months prior to the relevant date specified in Item 9 of the Reference Schedule (each of such dates being called the "review date") either party may give notice in writing to the other ("the Notice") of that party's assessment of the annual rent of the Land to apply from that particular review date.

5.3 The annual rent of the Land shall be assessed on the basis of current market rental of the Land as determined as at the review date. In determining the annual rent of the Land the valuers and any umpire shall, in addition to other relevant factors:

(i) Disregard:

- (a) any deleterious condition of the Land if such condition results from any breach of this lease by the Lessee;
- (b) the value of any goodwill attributable to the Lessee's business; and
- (c) all Improvements made to the Land.

(ii) Have regard to:

- (a) the Lessor's Improvements; and
- (b) the permitted use under this Lease; and
- (c) Regional and District Plans.

5.4 AGREED FINAL FORM OF LEASE WITH THE NEW ZEALAND POLICE

- 5.4 In the event that the Recipient does not agree with the Initiating Party's assessment of the annual rent of the Land to apply from the particular review date, the Recipient shall notify the Initiating Party in writing ("the Counter Notice") within twenty-one (21) days (in which respect time shall be of the essence) that the Recipient requires such rent to be determined in accordance with Clause 5.7 and the Recipient shall set out in the Counter Notice the amount which the Recipient considers to be the annual rent as at the particular review date.
- 5.5 Unless such notice is given by the Recipient within twenty-one (21) days, then the amount stated in the Notice shall become the annual rent of the Land reserved by this Lease as and from the particular review date in substitution of the previous amount payable.
- 5.6 Neither party shall by reason of its failure to give the Notice prior to any review date forfeit its right to have the annual rent reviewed as from that particular review date and the reviewed annual rent which should have been paid from that particular review date shall date back to and be payable from that particular review date and any payment of or receipt for the payment of ground rent due on or after a particular review date shall not prejudice either party's right to demand repayment or payment thereafter of any additional annual rent overpaid or payable pursuant to the provisions of Clause 5.7(ii).
- 5.7 Where the Counter Notice is given, the Lessor and Lessee shall enter into negotiations to resolve the dispute. Should agreement not be reached within fourteen (14) days (or such longer period as the Lessor and Lessee shall agree upon in writing) after the date on which the Recipient gives the Counter Notice then:
- (i) The Lessor and Lessee shall, within twenty-one (21) days after the date on which the Recipient gives the Counter Notice, each appoint a valuer to jointly determine the ground rent of the Land. A valuer nominated by either party pursuant to this Clause shall be a full registered member of the New Zealand Institute of Valuers and shall be competent to practice as a valuer of ground leases and shall have at least five (5) years experience in valuing ground leases within the district in which the Land is situated and be active in the market at the time of his or her appointment.
 - (ii) If either the Lessor or the Lessee fails to appoint a valuer within twenty-one (21) days as aforesaid, then the determination of the annual rent shall be made by the sole valuer as nominated by either the Lessor or Lessee as the case may be, within one (1) month of the expiry of the twenty-one (21) days as aforesaid and his or her determination shall be final and binding on both parties as if his or her appointment had been by consent.
 - (iii) Before proceeding with their determination, the said valuers shall agree upon and appoint an umpire (also qualified in the manner referred to in Clause 5.7(i)) and obtain the umpire's acceptance in writing of his or her appointment and who, as a condition of his or her acceptance, undertakes to hand down his or her determination of the annual rent within one month of being instructed to proceed or such other time period as the Lessor and Lessee may agree, whichever is the latest.
 - (iv) If the said valuers within fourteen (14) days of the date of their appointment either fail to appoint an umpire or are unable to agree upon an umpire, then either the Lessor or the Lessee may request the President, for the time being, of the New Zealand Institute of Valuers or any successor to such Institute to

5.4 AGREED FINAL FORM OF LEASE WITH THE NEW ZEALAND POLICE

appoint an umpire (also qualified in the manner aforesaid) and obtain the umpire's acceptance in writing of his or her appointment and who as a condition of his or her acceptance undertakes to hand down his or her determination of the annual rent in the same manner as if he or she had been appointed pursuant to Clause 5.7(i).

- (v) Subject to Clauses 5.7(ii), 5.7(iii) and 5.7(iv) the valuers so nominated shall within one (1) month of the date of appointment jointly determine the annual rent as at that particular review date.
- (vi) In the event that either valuer fails to provide to the other valuer his or her written assessment of the annual rent within one month of the date of appointment, then the annual rent shall be determined by the other valuer and his or her determination shall be final and binding on both parties.
- (vii) If the said valuers are unable to agree upon a determination within one month of their appointment or within such extended time as the Lessor and Lessee may agree, then the annual rent shall be determined by the umpire whose determination shall be final and binding on the parties. The umpire shall without limiting his or her enquiries and conduct of any hearing:
 - (a) arrange for a hearing to be conducted without delay;
 - (b) call for evidence in chief to be presented on behalf of each party to be circulated prior to a hearing;
 - (c) allow representation of each party and cross-examination of evidence and any re-examination of evidence at the hearing;
 - (d) have due regard to any evidence submitted by the valuers as to their assessment of the annual rent;
 - (e) take into account any expert witness evidence considered relevant to the hearing;
 - (f) have regard to the legal rules of evidence and the interests of natural justice in the conduct of any hearing as between the parties;
 - (g) give in his or her determination the reasons therefor in writing.
- (viii) The costs incurred in the determination pursuant to Clause 5.7 of the annual rent shall be borne by the parties in the following manner:
 - (a) subject to Clause 5.7(viii)(b) each party shall be responsible for the cost of its own appointed valuer;
 - (b) where the determination is made by a single valuer pursuant to Clause 5.7(ii) the cost of his or her determination shall be apportioned equally as between the Lessor and Lessee;
 - (c) the parties shall share equally the costs of the umpire unless any party has acted capriciously or unreasonably in any of the proceedings pursuant to the provisions of this Clause 5.7 in which case the umpire may determine the manner in which such costs shall be apportioned between the parties PROVIDED THAT in all cases if the annual rent to

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apply from the review date is:

- (1) equal to or exceeding the annual rent nominated in the notice given by the Lessor (whether the Notice or the Counter Notice) then all costs of the valuers and the umpire (where applicable) shall be borne by the Lessee alone, or
- (2) equal to or less than the annual rent nominated in the notice given by the Lessee (whether the Notice or the Counter Notice) then all costs of valuers and the umpire (where applicable) will be borne by the Lessor alone;
- (3) other than the foregoing then all costs of valuers and the umpire (where applicable) will be borne equally by the Lessor and the Lessee.

- 5.8 The valuers or umpire shall be deemed to be acting as experts and not as arbitrators.
- 5.9 Any variation in the annual rent resulting from such determination shall take effect on and from that particular review date.
- 5.10 Notwithstanding any other provision of this lease, the annual rent payable from a rent review date shall:
- (a) not be less than the annual rent payable as at the commencement date of the immediately preceding lease term where the rent review date coincides with a Renewal Date; and
 - (b) shall not be less than the annual rent payable as at the commencement date of the then current lease term where a rent review date does not coincide with a Renewal Date.
- 5.11 Where a review pursuant to this Clause 5 of the annual rent reserved by this Lease is completed after the review date, then:
- (i) Pending completion of the review, annual rent shall be paid at the rate prevailing immediately prior to the relevant review date;
 - (ii) On completion of the review, any increased annual rent payable as from the review date shall be paid by the Lessee to the Lessor no later than the date on which the next instalment of annual rent is payable hereunder;
 - (iii) On completion of the review, any overpayment of annual rent paid as from the review date shall be held by the Lessor to the Lessee's credit on account of annual rent next falling due for payment unless the Lessee requests the Lessor in writing to refund such payment in which case the Lessor will comply with that request.
- 5.12 If any moratorium or other law Act or regulation that applies to this Lease has the effect of postponing any periodic review of annual rent as at the review date then if and whenever such moratorium is lifted or the law, Act or regulation is repealed or amended so as to permit the annual rent to be reviewed then the review that has been postponed shall take place as at the date that such moratorium is lifted or such law, Act or regulation is repealed or amended to the intent that the rent review shall establish the annual rent as at such date and not as at the postponed review date but any

5.4 AGREED FINAL FORM OF LEASE WITH THE NEW ZEALAND POLICE

subsequent rent review shall take place on the next following review date fixed in accordance with Clause 5.

- 5.13 Immediately upon the parties agreeing to pay a revised annual rent or on determination under Clause 5.7 the Lessee shall enter into an appropriate registrable Memorandum of Variation of Lease recording such revised annual rent prepared by the Lessor.

6. CHARGES

- 6.1 The Lessee will pay all charges incurred by the Lessee for electricity, gas, water or power or other services in respect of the Land and Improvements including all connection, disconnection, or other fees payable by the Lessee or the Lessor to other authorities in respect of such services.
- 6.2 The Lessor will pay for all costs of service, installation, maintenance and connection to the nearest approved local authority connection points.

7. PAYMENT OF RATES AND IMPOSITIONS AND OTHER OUTGOINGS

- 7.1 The Lessee will pay all rates, taxes (including without limitation land or improvements tax but excluding any income tax or capital gains tax or such similar tax which is personal to the Lessor which is imposed as a result of any sale or other disposal of the Land or because of income gained by the Lessor from the Land), charges, assessments, impositions and outgoings whatsoever which now are or which during the term or any renewed lease shall be taxed, rated, charged, assessed or imposed on the Land, any Improvements or on the Lessor or Lessee in respect thereof by any Authority.
- 7.2 In addition to the charges and costs referred to in clause 6, and in clause 7.1, the Lessee shall pay all costs associated with the repair and maintenance of the Land including without limitation the maintenance of grounds and gardens, and the repair, maintenance or replacement of any fencing on or about the Land.

8. GOODS AND SERVICES TAX

The Lessee shall pay to the Lessor upon demand any taxes paid or payable by the Lessor or accountable by the Lessor pursuant to the provisions of the Goods and Services Tax Act 1985 or any similar tax levied in substitution therefore including all amendments and any enactments in substitution therefore or in addition thereto or otherwise in respect of any payments made by the Lessee under this Lease (including the payment of annual rent) or paid by the Lessor on behalf of the Lessee's obligation to make such payment under this Lease.

9. INTEREST ON OVERDUE RENT OR OTHER MONEYS

Without prejudice to other rights powers and remedies of the Lessor, if any annual rent, goods and services tax or other payment or amount owing by the Lessee to the Lessor whatsoever pursuant to this Lease shall be in arrears and unpaid for fifteen (15) business days after the due day for payment thereof (whether any formal or legal demand therefore shall have been made or not) such unpaid moneys shall bear interest on a daily basis compounded on monthly rests computed from such due date until the date of payment in full of such moneys at a rate equal to the bank overdraft rate of the Lessor's bank at the time of any default, plus a margin of 4%, and the said interest shall be recoverable in the same manner as rent in arrears.

5.4 AGREED FINAL FORM OF LEASE WITH THE NEW ZEALAND POLICE

10. USE OF THE LAND AND IMPROVEMENTS

- 10.1 The Lessee shall be permitted the right to carry on the business specified in Item 10 of the Reference Schedule.
- 10.2 Should any of the uses of the Land and any Improvements be permissible only with the consent or licence of any Authority under or in pursuance of statute or any Regional and District Plans or regulation or other enactment or order of Court the Lessee shall obtain such consent or licence at the sole cost and expense of the Lessee including but not limited to any costs of financial contributions required and the Lessee shall at all times comply with any conditions of such consent, order or authority obtained.
- 10.3 Where the Lessee is lawfully obliged to obtain any licence, resource consent (including any land use consent or discharge permit) or other consents from any Authority such as required under section 348 of the Local Government Act 1974, the Lessor agrees that it and any officer, or employee or agent of the Lessor shall not raise any objection or requisition relating thereto as landowner of the Land where the Lessee is using the Land for any permitted use under this Lease and is not in any material breach or likely to be in any material breach at any time in the future of any terms and conditions of this Lease.
- 10.4 Despite any other provision in this Lease, if at any time during the term of this Lease, the Land cannot be, or can no longer be lawfully used for Police purposes, the Lessee may terminate this Lease on giving reasonable notice to the Lessor. This clause will only apply while Her Majesty the Queen acting by and through the Minister of Police is the Lessee under this Lease.

11. NO FENCING

The Lessor shall be under no liability whatsoever whether under the Fencing Act 1978 or otherwise to contribute towards the cost of erection or repair of any boundary fences between the Land and any land owned or occupied by the Lessor but nothing herein contained shall be deemed to limit any liability imposed by statute upon any present or future lessee of the Lessor of any adjoining land.

12 STATUTORY REQUIREMENTS

- 12.1 The Lessee must comply with all statutes, Regional and District Plans, bylaws and regulations which relate to the Land and Improvements or which relate to the Lessee's use of the Land and Improvements and with all conditions or requirements which may be given or required by any person having any lawful authority and will in particular but without limitation:
- (i) ensure that a warrant of fitness is obtained each year in respect of any Improvements if required under the Building Act 2004;
 - (ii) comply with and observe at all times the terms and conditions of all resource consents held in respect of the use of the Land and the requirements imposed and otherwise arising under the Resource Management Act 1991; and
 - (iii) ensure that proper and adequate health and safety procedures are adopted in accordance with the Health and Safety in Employment Act 1992.

5.4 AGREED FINAL FORM OF LEASE WITH THE NEW ZEALAND POLICE

12.2 The Lessee shall not, during the term of this Lease:

- (i) Make or enter into or endeavour to make or enter into any composition, assignment or other arrangement with or for the benefit of the Lessee's creditors;
- (ii) Suffer insolvency, bankruptcy or liquidation;
- (iii) Suffer distress or allow execution to issue against the Lessee's property, goods or effects under any judgment against the Lessee in any Court in a sum in excess of twenty five thousand dollars (\$25,000.00) provided however that this subclause 12.2(iii) shall have no application or effect whilst Her Majesty the Queen Acting By and Through the Minister of Police is the Lessee hereunder.

13 ASSIGNMENT OR SUBLETTING

13.1 The Lessee will not without the previous consent in writing of the Lessor assign or transfer or sublease this Lease. Such consent shall not be unreasonably or arbitrarily withheld or delayed without some good cause assigned having regard to the solvency or respectability of the proposed assignee or transferee or sublessee. Notwithstanding this Clause where the Crown (as that term is defined in section 2 of the Public Finance Act 1989) remains as the Lessee under this Lease and in occupation from the Lessor the consent of the Lessor shall not be required when another Crown entity assumes occupation of all or any part of the Land except that on each occasion that a different Crown entity (as defined in section 7(1) of the Crown Entities Act 2004) or other Crown body or state owned enterprise assumes the role and obligations of the Lessee under this Lease the Lessee shall notify the Lessor in writing of that change.

13.2 In the case of an assignment where the proposed assignee or transferee is a company not listed by the New Zealand Stock Exchange the Lessor may require the directors and/or the controlling shareholders of such company to enter into a deed guaranteeing the performance by that company of the terms of this Lease such guarantee to be in a form reasonably acceptable to the Lessor.

13.3 Clause 13 applies to any assignment or subletting of the interest of the Lessee by any assignee of a bankrupt Lessee or any liquidator or receiver of a Lessee that is a company.

13.4 For the purposes of Clause 13.1 any proposed change in the shareholding of the Lessee or any amalgamation under Section 219 of the Companies Act 1993 altering the effective control of the Lessee shall be a deemed assignment of this Lease and will require the consent of the Lessor unless such deemed assignment involves a change of effective control to any of the entities mentioned in Clause 13.5.

13.5 For the purposes of Clause 13.1 any proposed change in the effective control of any Lessee that is a Crown entity as that term is defined in section 7(1) of the Crown Entities Act 2004 or a State Owned Enterprise shall be a proposed assignment of this Lease. The Lessor in deciding whether or not to grant consent shall only be entitled to consider the effect of the alteration of the effective control in the ability of the Lessee to continue to meet its obligations under the Lease including contingent liabilities. For the purposes of this Clause any change in the management structure of the Lessee shall not be construed as a change in the effective control of the Lessee.

13.6 Where any assignment or transfer of this Lease is consented to by the Lessor, (including any assignment or transfer to a Crown entity or a State Owned Enterprise)

5.4 AGREED FINAL FORM OF LEASE WITH THE NEW ZEALAND POLICE

the Lessor may require the execution by the assignee or transferee of a deed of covenant with the Lessor, in a form prepared by the Lessor at the Lessor's expense, that the assignee or transferee will be bound by and perform the covenants in this Lease to be observed and performed by the Lessee but the execution of such covenant shall not release the Lessee from the Lessee's obligations under this Lease.

- 13.7 Notwithstanding any Rule of Law or anything herein expressed or implied to the contrary where Her Majesty the Queen acting by and through the Minister of Police in New Zealand as Lessee assigns this Lease under the provisions of this clause 13, all the liabilities of the Lessee expressed or implied under this Lease, whether contingent or otherwise for the payment of future rents or other moneys or the future observance or performance of any of the Covenants, conditions or agreements on the part of the Lessee shall cease and determine absolutely as from the date of the Assignment thereof, but without releasing the Lessee from liability for any antecedent breach thereof.

14. LESSEE'S ACKNOWLEDGEMENT OF RISK

The Lessee agrees to occupy and use the Land and any Improvements at the Lessee's risk and release to the full extent permitted by law the Lessor its employees and agents from all claims and demands of any kind and from all liability which in the absence of any negligence on its or their part may arise in respect of any accident damage or injury occurring to any person or property in or about the Land and any Improvements thereon except where the Lessor or any person under the control of the Lessor is at fault or negligent through their own acts or omissions.

15. QUIET ENJOYMENT/REPUDIATION

- 15.1 Provided the Lessee performs and observes the covenants provisos conditions and agreements contained in this Lease the Lessee shall peaceably hold and enjoy the Land and Improvements thereon without hindrance or interruption by the Lessor or by any person or persons claiming under the Lessor until the expiration or sooner determination of this Lease. For the avoidance of doubt, the phrase "person or persons claiming under the Lessor" does not include beneficiaries of any trust of which the Lessor is trustee.
- 15.2 The Lessor is to compensate the Lessee and the Lessee shall be entitled to recover any damages for any loss or damage suffered by reason of any acts or omissions of the Lessor constituting a repudiation of the Lease or the Lessor's obligations under the Lease. Such entitlement shall subsist notwithstanding any cancellation or early termination of the Lease and shall be in addition to any other right or remedy which the Lessee may have.

16 REGISTRATION

- 16.1 The Lessor shall register this Lease under the provisions of the Land Transfer Act 1952.
- 16.2 The Lessee will be responsible for survey and other costs incurred in obtaining registration of this Lease.

17. IMPROVEMENTS DURING LEASE

- 17.1 Throughout the term of this Lease and on any renewal any Improvements installed or erected on the Land shall be deemed to remain in the ownership of the Lessee unless

5.4 AGREED FINAL FORM OF LEASE WITH THE NEW ZEALAND POLICE

the Lessor and the Lessee otherwise agree in writing.

- 17.2 Throughout the term of this Lease and on any renewal the Lessee shall have the right to remove, alter, construct and demolish any Improvements on the Land without the need to obtain the Lessor's consent providing all obligations required of the Lessee under this Lease relevant to Improvements on the Land are satisfied.

18. IMPROVEMENTS ON TERMINATION OF LEASE

- 18.1 No later than twelve (12) months prior to the expiry of any ten (10) year term of Lease the Lessee may give notice ("the Lessee's Transfer Notice") to the Lessor specifying any Improvements which the Lessee wishes to transfer to the Lessor following expiry of the Lease or renewal. The Lessee's Transfer Notice shall contain details of those Improvements, their current market value and the proposed terms of transfer of the Improvements.
- 18.2 The Lessor agrees to consult with the Lessee regarding the Improvements specified in the Lessee's Transfer Notice, and to consider any proposal to transfer such Improvements. Nevertheless, the Lessee acknowledges that nothing in this clause or in the Lessee's Transfer Notice shall oblige the Lessor to take a transfer of, or to pay any compensation or consideration for, such Improvements.
- 18.3 If no agreement is reached regarding the transfer of Improvements pursuant to this clause (before six months prior to the expiry of the Lease, or before the earlier termination of the Lease), the following provisions of this Clause 18 shall apply.
- 18.4 On termination of this Lease (whether by expiry of time or otherwise) except where the Lessee has exercised any rights of renewal, the Lessee may, but shall not be required by the Lessor to, remove any Improvements specified in a written notice ("the Lessee's Removal Notice") given to the Lessor in accordance with Clause 18.5.
- 18.5 The Lessee shall be under no obligation to give a Lessee's Removal Notice, but any such Notice to be effective shall be given no later than three (3) months prior to the expiry of the term (time being of the essence) or one (1) month after any sooner termination.
- 18.6 The Lessee must remove all Improvements specified in the Lessee's Removal Notice within six (6) months from the date of termination (time being of the essence) and must ensure within that time that all services to any Improvements are properly and lawfully disconnected, the Land under any Improvements is adequately filled with soil so that the surface of the Land is stable and restored to the Lessor's reasonable satisfaction and such Land is otherwise grassed and left in a neat and tidy condition.
- 18.7 If the Lessee fails to remove any Improvements specified in the Lessee's Removal Notice in accordance with Clause 18.6 then the Lessor may remove them and all costs and expenses incurred directly and indirectly shall be recoverable against the Lessee.
- 18.8 Any Improvements remaining on the Land after the period referred to in Clause 18.6 not specified in the Lessee's Renewal Notice shall become the property of the Lessor without any compensation or other payment whatsoever to the Lessee.
- 18.9 The Lessee must continue to pay rent and outgoings under this Lease and comply with all other obligations under this Lease until it has met its obligations under Clause 18.6.
- 18.10 Whenever resource consent is required to remove or demolish any Improvements the

5.4 AGREED FINAL FORM OF LEASE WITH THE NEW ZEALAND POLICE

Lessee shall use all reasonable endeavours to obtain all necessary consents and shall continue to be obliged to pay rent and outgoings under this Lease until such time that the Lessor is satisfied on reasonable grounds that the Lessee has used all reasonable endeavours to obtain all necessary consents and produced to the Lessor evidence satisfactory to the Lessor to satisfy this requirement.

19. DESTRUCTION AND REDEVELOPMENT

19.1 The Lessee shall be entitled to carry out repairs, demolition, relocation, additions, reinstatement or redevelopment to any Improvements on the Land in the event of total or partial destruction or in the event of the Lessee wishing to demolish, relocate, redevelop, replace or add to any Improvements on the Land provided the following conditions are or will be satisfied:

- (i) any repair, demolition, relocation, addition, reinstatement or redevelopment shall fully comply with Regional and District Plans and all statutory and regulatory requirements in force at the time; and
- (ii) the Lessee is able to obtain all resource and building consents necessary to carry out any works programme;

and, on satisfaction of such conditions, the Lessee shall repair, demolish, relocate, reinstate, rebuild or add to (as the case may be) any Improvements or such part of Improvements requiring such work, in accordance with the conditions set out above.

19.2 In the event that the Lessee is prevented or unable to reinstate or rebuild in the event of total or partial destruction it may terminate this Lease on giving three month's notice in writing to the Lessor, provided that the Lessee demolishes the Improvements and clears and restores the Land all in accordance with the requirements of Clause 18.6.

20 NOTICES

20.1 All notices must be in writing and must be served by one of the following means:

- (i) in the case of a notice under sections 245 or 246 of the Property Law Act 2007 in the manner prescribed by section 353 of that Act; and
- (ii) in all other cases, unless otherwise required by sections 352 to 361 of the Property Law Act 2007:
 - (a) in the manner authorised by sections 354 to 361 of the Property Law Act 2007; or
 - (b) by personal delivery, or by posting by registered or ordinary mail, or by facsimile transmission.

20.2 All notices to be given to the Lessor or to the Lessee hereunder shall be deemed sufficiently served:

- (i) in the case of personal delivery, when received by the addressee at the address detailed in clause 20.3; and
- (ii) in the case of posting by registered mail, on the third working day following the date of posting to the addressee at the address detailed in clause 20.3; and

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- (iii) in the case of facsimile transmission, on the working day following the date of sending to the addressee's facsimile number designated in clause 20.3 provided that the sender produces a confirmation notice that the facsimile has been sent on that day.

20.3 Details for Notices:

[Ngati Toa Leasing Entity]

[insert address / contact details]

New Zealand Police

The District Commander
Central Region
Private Bag 11040
Palmerston North

Fax: 06 350 3865

- 20.4 A notice shall be valid if given by the duly authorised representative of the party giving the notice. If a notice is not given by the Lessor, it is to be supported by satisfactorily written delegation from the Lessor confirming the appointment of the party giving the notice.

21. DEFAULT BY LESSEE

- 21.1 The Lessor may (in addition to the Lessor's right to apply to the Court for an order for possession) cancel this Lease by re-entering the land at the time or any time thereafter:

- (i) If the rent shall be in arrear twenty (20) working days after any of the rent payment dates and the Lessee has failed to remedy that breach within ten (10) working days after service on the Lessee of a notice in accordance with section 245 of the Property Law Act 2007;
- (ii) In case of breach by the Lessee of any covenant or agreement on the Lessee's part herein expressed or implied (other than the covenant to pay rent) after the Lessee has failed to remedy that breach within the period specified in a notice served on the Lessee in accordance with Section 246 of the Property Law Act 2007;

and the term shall terminate on such cancellation but without prejudice to the rights of either party against the other.

22. DISPUTE RESOLUTION

- 22.1 Any dispute or difference which may arise between the parties concerning the interpretation of this Lease or relating to any other matter arising under this Lease will be actively and in good faith negotiated by the parties with a view to a speedy resolution of such differences.

- 22.2 If the parties cannot resolve a dispute or difference within fifteen (15) business days of any dispute or difference arising then, unless otherwise expressly provided in this

5.4 AGREED FINAL FORM OF LEASE WITH THE NEW ZEALAND POLICE

Lease, they will without prejudice to any other right, explore whether such dispute or difference can be resolved by agreement between them using informal dispute resolution techniques such as mediation. The rules governing any such technique if adopted will be agreed between the parties or as selected by the organisation known as "LEADR" (Lawyers Engaged in Alternative Dispute Resolution).

- 22.3 If the parties cannot agree on any dispute resolution technique within a further fifteen (15) business days of any dispute or difference being considered for referral by both parties to any informal dispute resolution technique under Clause 22.2 then the dispute or difference shall be settled by reference to arbitration. Except as otherwise expressly provided in this Lease the reference shall be to a single arbitrator if one can be agreed upon, or to two arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to their arbitration), such arbitration to be carried out in accordance with the Arbitration Act 1996 or any successor Act.
- 22.4 The parties will co-operate to ensure the expeditious conduct of any arbitration. In particular, each party will comply with any reasonable time limits sought by the other for settling terms of reference, interlocutory matters and generally all steps preliminary and incidental to the hearing and determination of the proceedings.

23. COSTS

- 23.1 The parties shall each pay their own solicitors' costs of preparing, negotiating, and finalising this Lease, or any renewal or variation of this Lease.
- 23.2 The Lessee shall be responsible for payment of all registration fees including agency charges imposed and all government tax duty or imposts at any time payable on this Lease or any renewal or variation to this Lease.
- 23.3 The Lessee shall pay for all costs, charges and expenses for which the Lessor shall become liable in consequence of or in connection with any breach or default by the Lessee in the performance or observance of any of the terms, covenants and conditions of this Lease.

24. LESSOR'S RIGHTS TO INSPECT AND DISPLAY SIGNS

- 24.1 The Lessor will have the right to inspect the Land no more than twice each year during the term or any renewal of this Lease with valuers or other experts and consultants provided such inspections are carried out at times reasonably acceptable to the Lessee on reasonable notice to the Lessee and only when accompanied by a servant or agent of the Lessee. Any such inspections should be carried out in accordance with the Lessee's security and health and safety requirements and the Lessee shall have the right to change any suggested time to a mutually convenient time.
- 24.2 Notwithstanding anything else herein, the parties agree that the Lessee may require any person wishing to enter the Land for inspection purposes to first provide their details to the Lease for a security check. If the results of such check are not acceptable to the Lessee for any reason then such person may be refused entry to the Land.
- 24.3 If the Lessor desires to, or is required to, undertake any works on the Land, including any repair or maintenance works, that involves the use of contractors or other third parties, the Lessor must procure any contractor or other third party who will have access to the Land to undertake such works to:

NGATI TOA RANGATIRA DEED OF SETTLEMENT
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5.4 AGREED FINAL FORM OF LEASE WITH THE NEW ZEALAND POLICE

- (i) Complete a security check on terms reasonably acceptable to the Lessee;
- (ii) Provide the Lessee with a copy of the contractor's Health and Safety Plan which shall be subject to the Lessee's reasonable approval prior to any work commencing; and
- (iii) Familiarise themselves with and commit to complying with the Lessee's own Health and Safety Plan in all material respects.

24.4 The Lessor will not provide or allow the provision of any information relating to the structure, or access to, the buildings on the Land in any way to any person without first obtaining the written permission of the Lessee.

24.5 The Lessee will during the period of three (3) months prior to the termination date of this Lease permit the Lessor to exhibit the Land to prospective lessees or purchasers and allow the Lessor to affix to the Land appropriate sale or reletting notices.

25. DISPOSAL OF LESSOR'S INTEREST

25.1 Subject to the provisions of this clause the Lessor may at any time dispose of the Lessor's interest in the Land provided:

- (i) any such disposal shall preserve to the Lessee all the Lessee's rights and remedies under this Lease; and
- (ii) that while Her Majesty the Queen is the Lessee and occupies the Land the following further provisions shall apply:
 - (a) The Lessor shall advise the Lessee in writing of the person or corporation to whom the Lessor intends to dispose of its interest in the Land (proposed Assignee).
 - (b) If the Lessee has any objection to the proposed Assignee because the Lessee reasonably apprehends in good faith that either:
 - (1) The proposed Assignee presents an actual or potential threat to the discharge by the Lessee of the Lessee's statutory obligations; or
 - (2) The role or function of the Lessee will be prejudiced by the proposed Assignee becoming the Lessor;

then the Lessee shall within five (5) working days of receiving the Lessor's advice pursuant to clause 25.1(ii)(a) above, notify the Lessor in writing of its objection to the proposed Assignee and shall substantiate its reasonable apprehension to the reasonable satisfaction of the Lessor;

- (c) If the Lessor does not receive written notice from the Lessee pursuant to clause 25.1(ii) 2(1) or (2) above together with grounds to substantiate its reasonable apprehension within five (5) working days from the date of its advice to the Lessee, the Lessee shall be deemed to have accepted the proposed Assignee.
- (d) If the Lessee objects to the proposed Assignee in accordance with

5.4 AGREED FINAL FORM OF LEASE WITH THE NEW ZEALAND POLICE

clause 25.1(ii) 2(1) or (2) above, then the Lessor shall not dispose of its interest to the proposed Assignee.

- (e) If the Lessor fails to advise the Lessee in writing of the disposal of its interest in the Land and the Lessee has objections to the proposed Assignee based on those reasons set out in clauses 25.1(ii)(3)(c) above, then the Lessee shall be entitled at any time thereafter to terminate this Lease on seven (7) days written notice and the Lessee's obligations under this Lease shall cease from the expiration of such notice.

26. RIGHT OF FIRST REFUSAL FOR LESSOR IF LESSEE TO ASSIGN

- 26.1 (a) The following subclauses of this clause 26 will only apply in the event that the Lessee proposes to assign the Lessee's interests in this Lease to a party which is not a Crown entity or a State Owned Enterprise.
- (b) If at any time before the expiration or earlier termination of the term or any renewed or extended term the Lessee wishes to assign the Lessee's interest in this Lease (including any assignment by way of sale of the Improvements) the Lessee must immediately give written notice ('Lessee's Notice') to the Lessor setting out the terms on which the Lessee wishes to assign its interest in the Lease and sell the Improvements (together 'the Lessee's Interest').
- (c) The Lessor will have 30 Working Days following the date of receipt of the Lessee's Notice (time being of the essence) in which to exercise the Lessor's right to purchase the Lessee's Interest, by serving written notice on the Lessee ('Lessor's Notice') accepting the offer contained in the Lessee's Notice.
- (d) If the Lessor does not serve the Lessor's Notice on the Lessee in accordance with subclause (c) then the Lessee may assign the Lessee's Interest to any other person on no more favourable terms than those previously offered to the Lessor. The provisions of clause 13 of this Lease will apply to any such assignment.
- (e) If the Lessee wishes to offer more favourable terms for assignment of the Lessee's Interest than the terms contained in the Lessee's Notice, the Lessee must first re-offer its interest therein to the Lessor on those terms by written notice to the Lessor and clauses 26(b), (c) and (d) (inclusive) shall apply. If the re-offer is made within 6 months of the initial Lessee's Notice, the 30 Working Day period for acceptance shall be reduced to 15 Working Days.

27. HOLDING OVER

If the Lessor permits the Lessee to remain in occupation of the Land after the expiration or sooner determination of this Lease, such occupation shall be a tenancy at will only terminable by twenty (20) working days written notice at the rent then payable per month for the Land and otherwise on the same covenants and agreements (so far as applicable to a tenancy at will) as herein expressed or implied.

5.4 AGREED FINAL FORM OF LEASE WITH THE NEW ZEALAND POLICE

28. EXCLUSION OF IMPLIED PROVISIONS

28.1 The following covenants, conditions and powers implied in leases of land pursuant to Schedule 3 of the Property Law Act 2007 are expressly excluded from application to this Lease:

- (a) Clause 10 - Premises unable to be used for particular purpose;
- (b) Clause 11 - Power to inspect premises;
- (c) Clauses 13(2) and 13(3) - Lessee to keep and yield up premises in existing condition.

5.4 AGREED FINAL FORM OF LEASE WITH THE NEW ZEALAND POLICE

SCHEDULE OF LAND

5.4 AGREED FINAL FORM OF LEASE WITH THE NEW ZEALAND POLICE

LEASE OF FREEHOLD

Correct for the purposes of the Land
Transfer Act 1952

[NGATI TOA LEASING ENTITY]

Lessor

HER MAJESTY THE QUEEN

acting by and through the

COMMISSIONER OF POLICE

Lessee

Particulars entered in the Register
on the date and at the time recorded

District Land Registrar Assistant of
the Wellington Land Registry

6. ENCUMBRANCES FOR LICENSED LAND PROPERTIES

Clause [6.18.2]

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6.1 TYPE A ENCUMBRANCE

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6.1: TYPE A ENCUMBRANCE

Approved by Registrar-General of Land under No. 2007/6225
Easement instrument to grant easement or *profit à prendre*, or create land covenant
Sections 90A and 90F, Land Transfer Act 1952

Land registration district

BARCODE

Grantor

Surname must be underlined or in CAPITALS

[Name of Trustee] of the Toa Rangatira Trust

Grantee

Surname must be underlined

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

Grant of easement or profit à prendre or creation or covenant

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

Dated this day of 20

Attestation

Signature of [common seal] of Grantor	Signed in my presence by the Grantor
	_____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> <i>Witness name</i> <i>Occupation</i> <i>Address</i>

Signature of [common seal] of Grantee	Signed in my presence by the Grantee
	_____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> <i>Witness name</i> <i>Occupation</i> <i>Address</i>

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Grantee

*If the consent of any person is required for the grant, the specified consent form must be used.
REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

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Annexure Schedule 1

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Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way	[to be inserted]	[to be inserted]	In gross

*Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.*

**Easement or profits à prendre
rights and powers (including terms, covenants, and conditions)**

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Fifth Schedule of the Property Law Act 2007.

The implied rights and powers are ~~[varied]~~ ~~[negatived]~~ ~~[added to]~~ or ~~[substituted]~~ by:

[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952].

[the provisions set out in Annexure Schedule 2].

Covenant provisions

*Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.*

The provisions applying to the specified covenants are those set out in:

[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952].

[Annexure Schedule 2].

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

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

Approved by Registrar-General of Land under No. 2003/5041
Annexure Schedule

NGATI TOA RANGATIRA DEED OF SETTLEMENT
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1 DEFINITIONS AND CONSTRUCTION

1.1 Definitions:

In this Easement Instrument, unless the context otherwise requires:

["**Crown Forestry Licence**" means a Crown forestry licence granted under section 14 of the Crown Forest Assets Act 1989;

"**Crown Forestry Licensee**" means the Licensee under a Crown Forestry Licence over the Grantor's Land and includes the successors and assigns of the Crown Forestry Licensee;]

[These definitions will be omitted if there is no Crown Forestry Licence at the time the easement is granted]

"**Her Majesty the Queen** in right of New Zealand acting by and through the Minister of Conservation" includes the servants, tenants, agents, workmen, licensees and invitees of the Minister but does not include members of the general public.

1.2 Construction

In the construction of this Easement Instrument unless the context otherwise requires:

1.2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Easement Instrument;

1.2.2 references to clauses and the Schedule are to the clauses and the Schedule of this Easement Instrument;

1.2.3 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and

1.2.4 the singular includes the plural and vice versa, and words importing any gender include the other genders.

2 GRANT OF ACCESS RIGHTS

2.1 The Grantor hereby grants to the Grantee a right of way in gross over that part of the Grantor's Land shown marked [Insert details] together with the rights and powers set out in Schedule Four of the Land Transfer Regulations 2002 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Easement Instrument.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

NGATI TOA RANGATIRA DEED OF SETTLEMENT
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2.2 In consideration of the Grantor agreeing to enter into this Easement Instrument the Grantee shall duly observe the obligations imposed on it under this Easement Instrument.

3 OBLIGATIONS OF THE GRANTEE

The rights and powers conferred under clause 2 are granted subject to the following conditions and obligations:

3.1 The Grantee shall when passing or repassing over the Grantor's Land:

3.1.1 wherever possible, remain on the roads and tracks constructed on the Grantor's Land and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;

3.1.2 not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Grantor;

3.1.3 take all due care when taking any welding equipment over the Grantor's Land and shall not use or operate or cause to be used or operated any welding equipment on the Grantor's Land without the prior written permission of the Grantor;

3.1.4 immediately after passing through any gates on the Grantor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;

3.1.5 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) either on the Grantor's Land, on any surrounding or adjoining land, forest or water, or to any forest produce on the Grantor's Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this clause 3.1.5):

(a) comply strictly with all reasonable conditions that may be imposed from time to time by the Grantor or other lawful authority; and

(b) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

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- 3.2 Subject to clauses 3.7 and 3.8, the Grantee shall, at its cost, repair to the satisfaction of the Grantor, any of the Grantor's roads, tracks, fences, gates, drains, buildings or other structures which are damaged by the Grantee.
- 3.3 The Grantee shall annually pay to the Grantor a proportion of the cost of maintenance of any of the roads or tracks on the Grantor's Land commensurate with the use made by the Grantee of such roads or tracks **PROVIDED THAT** the Grantee shall not be liable to contribute towards the cost of repairing any damage to a road or track which was the sole result of the Grantor's negligent use of that track or road.
- 3.4 The Grantee shall not exhibit any notice or sign on the Grantor's Land without the prior written consent of the Grantor as to the style, content, wording, size and location of the notice or sign (which consent shall not be unreasonably or arbitrarily withheld) provided that this clause 3.4 shall not prevent the Grantee from displaying temporary operational signs necessary for the health and safety of road users. Such temporary operational signs are to be consistent with the standards set by the New Zealand Transport Agency and must be removed when the operation has been completed.
- 3.5 The Grantee will ensure, at all times, in the exercise of the rights set out in this Easement Instrument that its agents, employees or contractors will not obstruct or hamper the Grantor or its agents, employees and contractors, in its or their normal or reasonable use of the Grantor's Land.
- 3.6 Subject to clauses 3.7 and 3.8, in the event that the Grantor's roads, tracks and structures are not of sufficient standard for the use to be made of them by the Grantee, then any necessary improvements and maintenance shall be at the sole cost of the Grantee.
- 3.7 When carrying out any repairs, maintenance or improvements to a road under clauses 3.2 and 3.6, the Grantee shall not:
- 3.7.1 widen the road; or
 - 3.7.2 alter the location of the road; or
 - 3.7.3 alter the way in which the run-off from the road is disposed of; or

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

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3.7.4 change the nature of the road surface; or

3.7.5 park or store equipment or material on the Grantor's Land,

without the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.

3.8 The Grantee shall not erect any structures on the Grantor's Land or make any additions or alterations to existing structures or replace such structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.

3.9 The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove or otherwise dispose of any forest produce on the Grantor's Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any forest produce without the prior written approval of the Grantor.

3.10 The Grantee shall not, without the prior written approval of the Grantor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Grantor's Land, nor shall the Grantee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Grantor.

3.11 The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Easement Instrument.

4 GRANTOR'S RIGHTS

The Grantor reserves the right at any time or times hereafter to erect, renew, and maintain gates together with all necessary fittings and fixtures across any road or track on the Grantor's Land, but so that such gates when opened shall leave a clear space of a width not less than five (5) metres for passage **PROVIDED THAT** the Grantor shall furnish at the expense of the Grantee, keys to any locks fitted to any of the said gates.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

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5 COSTS

The Grantee shall be liable to the Grantor for any reasonable costs or expenses, including reasonable legal costs, incurred by the Grantor arising from or incidental to the preparation, registration and enforcement of any provision in this Easement Instrument.

6. LICENCE *[this clause will be omitted if there is no Crown forestry licence at the time the easement is granted]*

The Grantor and the Grantee record that at the time that the easement is granted there is a Crown Forestry Licence in respect of the Grantor's Land and this Easement Instrument is entered into subject to, and does not override the terms of, the Crown Forestry Licence as at the date of this Easement Instrument.

7 ASSIGNMENT

7.1 The Grantee may assign its rights and obligations under this Easement Instrument to any one of the following who acquires land for an estate or interest in land from the Grantee and requires rights under this Easement Instrument as the means of providing reasonable access to that land:

7.1.1 any Crown entity as defined in section 2(1) of the Public Finance Act 1989;

7.1.2 any State enterprise as defined in section 2 of the State-Owned Enterprises Act 1986;

7.1.3 any person who holds the land in trust for the Grantee; or

7.1.4 any other person with the prior consent of the Grantor, which shall not be unreasonably withheld.

7.2 As from the date of assignment the Grantee shall cease to have any liability whatsoever in respect of this Easement Instrument and the Grantor agrees to release the Grantee from all obligations under this Easement Instrument from that date, but only if the assignee enters into a deed of covenant with the Grantor agreeing to be bound by the terms of this Easement Instrument from the date of release of the Grantee.

8 DELEGATION

All rights, benefits, and obligations of a party to this Easement Instrument arising under this Easement Instrument may be exercised by a person duly appointed by that party **PROVIDED THAT** the exercise of any such rights, benefits, or obligations by that duly appointed person shall not limit the liability of either party in the performance or observance of the provisions of this Easement Instrument.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

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9 NOTICES

9.1 Any notices to be given by one party under this Easement Instrument to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the addressee in writing to the other party at:

9.1.1 the Grantor's address as set out in paragraph 1 of the First Schedule; and

9.1.2 the Grantee's address as set out in paragraph 2 of the First Schedule.

9.2 Any notice posted shall be deemed to be served three (3) working days after the date of posting.

10 SEVERABILITY

If any part of this Easement Instrument is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Easement Instrument which shall remain in full force.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
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6.2 TYPE B ENCUMBRANCE

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6.2: TYPE B ENCUMBRANCE

Date

PARTIES

- 1 **HER MAJESTY THE QUEEN** in right of New Zealand acting by and through the Minister of Conservation (the "**Grantor**")
- 2 [Insert name of _____ governance entity] (the "**Grantee**")

BACKGROUND

- A. The Grantee wishes to enter upon and cross the Grantor's Land for the purpose of gaining access to and egress from the Grantee's Land (as herein defined).
- B. The Grantor has agreed to allow the Grantee to enter upon and cross the Grantor's Land, for the purposes of enabling the Grantee to gain access to and egress from the Grantee's Land on the terms and conditions set out in this Deed.

BY THIS DEED IT IS AGREED AND DECLARED as follows:

1 **DEFINITIONS AND CONSTRUCTION**

1.1 **Definitions:** In this Deed, unless the context otherwise requires:

"**Commencement Date**" means the date first written above;

"**Deed**" means this deed, the **Background** and the Schedule annexed hereto;

"**Grantee**" also includes the registered proprietors of the Grantee's Land and the licensees, lessees, employees, agents, contractors, successors and assigns of the Grantee;

"**Grantor**" also includes the other registered proprietors from time to time of the Grantor's Land;

"**Grantee's Land**" means the land described in paragraph 3 of the First Schedule;

"**Grantor's Land**" means the land described in paragraph 1 of the First Schedule and includes any part thereof;

[The following definitions will be omitted if there is no Crown Forestry Licence at the time the easement is granted]

"**Crown Forestry Licence**" means a Crown Forestry Licence granted under section 14 of the Crown Forest Assets Act 1989;

"**Crown Forestry Licensee**" means the Licensee under a Crown Forestry Licence over the Grantee's Land and includes the employees, agents, contractors and successors and assigns of the **Crown Forestry Licensee**;

NGATI TOA RANGATIRA DEED OF SETTLEMENT
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6.2: TYPE B ENCUMBRANCE

- 1.2 **Construction:** In the construction of this Deed unless the context otherwise requires:
- 1.2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Deed;
 - 1.2.2 references to clauses and the Schedule are to the clauses and the Schedule of this Deed;
 - 1.2.3 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and
 - 1.2.4 the singular includes the plural and vice versa, and words importing any gender include the other genders.

2 GRANT OF ACCESS RIGHTS

- 2.1 Pursuant to section [enter appropriate section and title of settlement legislation] the Grantor hereby grants to the Grantee a right of way over that part of the Grantor's Land shown marked [] on DP [] together with the rights and powers set out in Schedule Four of the Land Transfer Regulations 2002 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Deed to the intent that the easement shall be forever appurtenant to the Grantee's Land as set out in the First Schedule.
- 2.2 In consideration of the Grantor agreeing to enter into this Deed the Grantee shall duly observe the obligations imposed on it under this Deed.

3 OBLIGATIONS OF THE GRANTEE

The rights and powers conferred under clause 2 of this Deed are granted subject to the following conditions and obligations:

- 3.1 The Grantee shall when passing or repassing over the Grantor's Land:
- 3.1.1 wherever possible, remain on the roads and tracks constructed on the Grantor's Land and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;
 - 3.1.2 not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Grantor provided that the Grantee shall be permitted, without limitation to use any class of vehicle which is ordinarily used in a production forest (including, but not limited to, haulers and heavy logging trucks);
 - 3.1.3 take all due care when taking any welding equipment over the Grantor's Land and shall not use or operate or cause to be used or operated any welding equipment on the Grantor's Land without the prior written permission of the Grantor;
 - 3.1.4 immediately after passing through any gates on the Grantor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;

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DOCUMENTS SCHEDULE

6.2: TYPE B ENCUMBRANCE

- 3.1.5 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) either on the Grantor's Land, on any surrounding or adjoining land, forest or water, or to any vegetation on the Grantor's Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this clause 3.1.5):
- (a) comply strictly with all reasonable conditions that may be imposed from time to time by the Grantor or other lawful authority; and
 - (b) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames.
- 3.2 Subject to clauses 3.7 and 3.8, the Grantee shall, at its cost, repair to the satisfaction of the Grantor, any of the Grantor's roads, tracks, fences, gates, drains, buildings or other structures which are damaged by the Grantee.
- 3.3 The Grantee shall annually pay to the Grantor a proportion of the cost of maintenance of any of the roads or tracks on the Grantor's Land commensurate with the use made by the Grantee of such roads or tracks **PROVIDED THAT** the Grantee shall not be liable to contribute towards the cost of repairing any damage to a road or track which was the sole result of the Grantor's negligent use of that track or road.
- 3.4 The Grantee shall not exhibit any notice or sign on the Grantor's Land without the prior written consent of the Grantor as to the style, content, wording, size and location of the notice or sign (which consent shall not be unreasonably or arbitrarily withheld) provided that this clause 3.4 shall not prevent the Grantee from displaying temporary operational signs necessary for the health and safety of road users. Such temporary operational signs shall not purport to close the road or restrict public access to the Grantor's Land, are to be consistent with the standards set by the New Zealand Transport Agency and must be removed when the operation has been completed.
- 3.5 The Grantee will ensure, at all times, in the exercise of the rights set out in this Deed that its agents, employees or contractors will not obstruct or hamper the Grantor or its agents, employees and contractors, in its or their normal or reasonable use of the Grantor's Land.
- 3.6 Subject to clauses 3.7 and 3.8, in the event that the Grantor's roads, tracks and structures are not of sufficient standard for the use to be made of them by the Grantee, then any necessary improvements and maintenance shall be at the sole cost of the Grantee.
- 3.7 When carrying out any repairs, maintenance or improvements to a road under clauses 3.2 and 3.6, the Grantee shall not:
- 3.7.1 widen the road; or
 - 3.1.2 alter the location of the road; or
 - 3.7.3 alter the way in which the run-off from the road is disposed of; or
 - 3.7.4 change the nature of the road surface; or
 - 3.7.5 park or store equipment or material on the Grantor's Land,

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

6.2: TYPE B ENCUMBRANCE

without the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.

- 3.8 The Grantee shall not erect any structures on the Grantor's Land or make any additions or alterations to existing structures or replace such structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.
- 3.9 The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any vegetation on the Grantor's Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any vegetation without the prior written approval of the Grantor.
- 3.10 The Grantee shall not, without the prior written approval of the Grantor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Grantor's Land, nor shall the Grantee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Grantor.
- 3.11 The Grantee shall comply at all times with all statutes and regulations, in particular the Conservation Act 1987 and the Acts in its First Schedule where relevant, and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Deed. Provided that pursuant to section [**enter appropriate section and title of settlement legislation**], this easement will be enforceable in accordance with its terms, notwithstanding Part 3B of the Conservation Act 1987.

4 **GRANTOR'S RIGHTS**

The Grantor reserves the right at any time or times hereafter to erect, renew, and maintain gates together with all necessary fittings and fixtures across any road or track on the Grantor's Land, but so that such gates when opened shall leave a clear space of a width not less than five (5) metres for passage PROVIDED THAT the Grantor shall furnish at the expense of the Grantee, keys to any locks fitted to any of the said gates.

5 **COSTS**

The Grantee shall be liable to the Grantor for any reasonable costs or expenses, including reasonable legal costs, incurred by the Grantor arising from or incidental to the enforcement of any provision in this Deed.

6 **LICENCE**

[This clause will be omitted if there is no Crown Forestry Licence at the time this easement is granted]

The Grantor and the Grantee record that at the time that the easement is granted there is a Crown Forestry Licence in respect of the Grantee's Land, under which the Crown Forestry Licensee has rights in respect of the Grantor's Land, and this Deed is entered into subject to, and the rights under it must not be exercised in a manner inconsistent with those rights of the Crown Forestry Licensee.

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

6.2: TYPE B ENCUMBRANCE

7 REGISTRATION

The parties shall take and do all such acts and things necessary to ensure that this Deed (or an Easement Instrument Grant of Right of Way on substantially the same terms) is registered as soon as the Registrar-General of Land confirms that this Deed, or such an easement instrument, can be registered against the Grantor's Land.

8 DELEGATION

All rights, benefits, and obligations of a party to this Deed arising under this Deed may be exercised by a person duly appointed by that party PROVIDED THAT the exercise of any such rights, benefits, or obligations by that duly appointed person shall not limit the liability of either party in the performance or observance of the provisions of this Deed.

9 NOTICES

9.1 Any notice to be given by one party under this Deed to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the addressee in writing to the other party:

9.1.1 the Grantor's address as set out in paragraph 2 of the First Schedule;

9.1.2 the Grantee's address as set out in paragraph 4 of the First Schedule.

9.2 Any notice posted shall be deemed to be served three (3) working days after the date of posting.

10 SEVERABILITY

If any part of this Deed is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Deed which shall remain in full force.

11 DISPUTES RESOLUTION

Should any dispute arise between the parties touching any matter relating to this Deed then:

11.1 any dispute will be defined by written notice by the party raising it to the other and will forthwith be discussed (on a "without prejudice" basis) by the parties in an attempt to resolve their differences amicably, including, with the agreement of both parties, the discussion extending to a mediation discussion in the presence of an experienced mediator (who will be agreed between the parties or, failing agreement, a mediator appointed by the President for the time being of the New Zealand Law Society);

11.2 if such discussion or mediation between the parties fails to produce any agreement, within 14 days of receipt by the other party of the written notice, the matter in dispute will be referred to arbitration in accordance with the Arbitration Act 1996;

11.3 the arbitration will be commenced by either party giving to the other notice in writing stating the subject matter and details of the difference and that party's desire to have the matter referred to arbitration;

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE**

6.2: TYPE B ENCUMBRANCE

11.4 the arbitration will be by one arbitrator to be agreed by the parties and, failing agreement, as appointed by the then President of the New Zealand Law Society or its successor. The award in the arbitration will be final and binding on the parties.

IN WITNESS WHEREOF this Deed has been duly executed on the date first written above.

SIGNED for and on behalf of)
HER MAJESTY THE QUEEN)
as Grantee by:)
[])
the presence of:)

Signature of witness

Witness name

Occupation

Address

SIGNED for and on behalf of the)
TOA RANGATIRA TRUST)
as Grantor by:)
[])
in the presence of:)

Signature of witness

Witness name

Occupation

Address

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

6.2: TYPE B ENCUMBRANCE

FIRST SCHEDULE

1. **GRANTOR'S LAND:**

[enter details]

2. **GRANTOR'S ADDRESS:**

Department of Conservation

[enter details]

3. **GRANTEE'S LAND:**

[enter details]

4. **GRANTEE'S ADDRESS:**

Toa Rangatira Trust

[enter details]

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE**

6.3 TYPE C ENCUMBRANCE

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

6.3: TYPE C ENCUMBRANCE

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

Sections 90A and 90F, Land Transfer Act 1952

Land registration district

Nelson

BARCODE

Grantor

Sumame must be underlined

[insert trustee names of] Ngati Toa Settlement Trust

Grantee

Sumame must be underlined

[insert trustee names of] Te Ātiawa o Te Waka-a-Māui Trust

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

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

Dated this

day of

20

Attestation

See annexure schedule

Signed in my presence by the Grantor

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

Signature [common seal]
of Grantor

See annexure schedule

Signed in my presence by the Grantee

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

Signature [common seal]
of Grantee

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Grantee

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

6.3: TYPE C ENCUMBRANCE

**Annexure
Schedule 1**

Easement instrument

Dated

Page 2 of [7] pages

Schedule A

Continue in additional Annexure Schedule if required

Purpose (nature and extent) of easement, <i>profit</i> , or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way	Marked "[]" on SO []	Section [] SO []	Section [] SO []

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

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

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

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

6.3: TYPE C ENCUMBRANCE

**Annexure
Schedule 2**

Right of Way

1. The Grantor grants to the Grantee the right of way over that part of the Servient Land described as [] on survey office plan [] ("the Easement Land").

Right of Way Easement Terms and Conditions

2. The Grantee shall have the full, free, uninterrupted and unrestricted right, liberty and privilege to pass and re-pass from time to time and at all times, on foot or with vehicles, over and along the Easement Land subject to the following conditions:
 - (a) in exercising such rights of access the Grantee shall use reasonable endeavours to minimise and avoid any unnecessary damage to the Easement Land and shall take all reasonable and proper precautions to guard against danger (including, but without limitation, fire, physical damage, disease or spread of noxious weed and pests) on the Servient Land or adjoining land, and, notwithstanding clause 3, shall immediately reinstate the Easement Land or any improvements thereon (including restoring the surface thereof and replanting vegetation) where any damage is caused in the process of exercising any rights under this Easement;
 - (b) the Grantor will at all times be entitled to maintain locked gateways across the Easement Land for the purpose of controlling other vehicular access;
 - (c) the Grantee will ensure that at all times all gates are shut and locked immediately after use;
 - (d) the Grantee will not light any fire on or adjacent to the Easement Land;
 - (e) the Grantee will not use the Easement Land for any purpose other than for access purposes;
 - (f) wherever possible, the Grantee will remain on the roads and tracks constructed on the Servient Land and when on those roads or tracks will comply with all applicable traffic laws and regulations and travel at a responsible speed across the Easement Land having due regard to the nature of the formation of the Easement Land and shall avoid inconvenience to users of any areas adjacent to the Easement Land;
 - (g) the Grantee shall not erect any structures on the Servient Land or make any additions or alterations to existing structures or replace such structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed; and
 - (h) the Grantee shall take all due care when taking any welding equipment over the Servient Land and shall not use or operate or cause to be used or operated any welding equipment on the Servient Land without the prior written approval of the Grantor.

6.3: TYPE C ENCUMBRANCE

Repair and Maintenance

3. The Grantee shall annually pay to the Grantor a proportion of the cost of maintenance of any of the roads or tracks on the Servient Land commensurate with the use made by the Grantee of such roads or tracks **PROVIDED THAT** the Grantee shall not be liable to contribute towards the cost of repairing any damage to the Easement Land which was the sole result of the Grantor's negligent use of the Easement Land.
4. When carrying out any repairs, maintenance or improvements to a road under clause 3, the Grantee shall not:
 - (a) widen the road; or
 - (b) alter the location of the road; or
 - (c) alter the way in which the run-off from the road is disposed of; or
 - (d) change the nature of the road surface; or
 - (e) park or store equipment or material on the Servient Land,without the Grantor's prior written approval, such approval not to be unreasonably withheld or delayed.
5. If either party neglects or refuses to carry out or pay for works required in respect of the right of way on the Easement Land and reasonable agreement cannot be reached between them on the issue, then the party willing to proceed may serve notice on the other party requiring that party to join in or pay for the work and if after the expiry of twenty-one days from the delivery of the notice the party in default refuses to join in or pay for the work, then the party willing to proceed may carry out and pay for the work and the party in default shall be liable to pay its share of the cost of the work and the same may be recoverable by action at law as a liquidated debt.
6. If the Grantor or the Grantee desire to upgrade the right of way for the convenience of its servants, agents and lawful visitors then it shall first obtain the approval in writing from the other party and then proceed to carry out such works and future maintenance of those works at its own cost.
7. The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove or otherwise dispose of any forest produce on the Servient Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any forest produce without the prior written approval of the Grantor.
8. The Grantee shall not, without the prior written approval of the Grantor, carry or discharge any firearm or other offensive weapon, or kill or trap any animals or birds, over or on the Servient Land, nor shall the Grantee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Grantor.
9. The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Easement.

6.3: TYPE C ENCUMBRANCE

Licence

10. The Grantor and the Grantee record that at the time that this Easement is granted there is a Crown Forestry Licence in respect of the Servient Land and this Easement is entered into subject to, and does not override the terms of, the Crown Forestry Licence as at the date of this Easement.

Grantor not to interfere with Grantee's Rights

11. The Grantor will not at any time, do, permit or suffer to be done any act whereby the rights granted to the Grantee under this Easement may be interfered with.

Grantee not to interfere with Grantor's Rights

12. The Grantee will not at any time, do permit or suffer to be done any act whereby the Grantor's use and enjoyment of the Servient Land will be interfered with.

Dispute Resolution

13. (a) In the event of any dispute arising between the parties in respect of or in connection with this Easement, the parties shall, without prejudice to any other right or entitlement they may have under this Easement or otherwise, explore whether the dispute can be resolved by use of the alternative dispute resolution technique of mediation. The rules governing such techniques shall be agreed between the parties or as recommended by the New Zealand Law Society or as selected by the Chairman of the New Zealand Chapter of
- (b) In the event the dispute is not resolved within twenty-eight days of written notice by one party to the other of the dispute (or such further period agreed in writing between the parties), either party may refer the dispute to arbitration under the provisions of the Arbitration Act 1996 or any successor legislation. The arbitrator shall be agreed between the parties within 10 days of written notice of the referral by the referring party to the other or failing agreement appointed by the President of the New Zealand Law Society. In either case, the arbitrator shall not be a person who has participated in any informal dispute resolution procedure in respect of the dispute.

Notices

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

Surrender of Easement

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

Definitions and Interpretation

- 16.1 **Definitions:** In this Easement unless the context otherwise requires:

"**Crown Forestry Licence**" means a Crown Forestry Licence granted under section 14 of the Crown Forest Assets Act 1989;

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

6.3: TYPE C ENCUMBRANCE

“**Easement**” means this easement;

“**Easement Land**” means that part of the Servient Land over which the right of way under this Easement is granted marked [] on SO Plan [];

“**Grantee**” means the [the trustees from time to time of Te Ātiawa o Te Waka-a-Māui Trust] and includes any licensee, lessee, its employees, contractors, invitees, successors or assigns; and

“**Grantor**” means the [the trustees from time to time of Ngati Toa Rangatira Trust] and includes any licensee, lessee, its employees, contractors, invitees, successors or assigns;

“**Servient Land**” means all the land in [computer freehold register []].

16.2 **Interpretation:** In the interpretation of this Easement, unless the context otherwise requires:

- (a) the headings and subheadings appear as a matter of convenience and shall not affect the interpretation of this Easement;
- (b) references to any statute, regulation or other statutory instrument or bylaw are references to the statute, regulation, instrument or bylaw as from time to time amended and includes substitution provisions that substantially correspond to those referred to; and
- (c) the singular includes the plural and vice versa and words incorporating any gender shall include every gender.

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

6.3: TYPE C ENCUMBRANCE

Annexure
Schedule 2

SIGNED as a Deed on [date]

SIGNED by)
[insert trustee names of])
[Ngati Toa Rangatira Trust])
as Grantor in the presence of:)

Signature

(_____
Witness signature

Signature

Full name

Address

Occupation

SIGNED by)
[insert trustee names of] Te Ātiawa)
o Te Waka-a-Māui Trust)
as Grantee in the presence of:)

Signature

(_____
Witness signature

Full name

Address

Occupation

(

6.4 TYPE D ENCUMBRANCE

(

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

6.4: TYPE D ENCUMBRANCE

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

Sections 90A and 90F, Land Transfer Act 1952

Land registration district

Nelson

BARCODE

Grantor

Surname must be underlined

[insert trustee names of] Te Ātiawa o Te Waka-a-Māui Trust

Grantee

Surname must be underlined

[insert trustee names of] Ngati Toa Settlement Trust

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

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

Dated this

day of

20

Attestation

See annexure schedule

Signed in my presence by the Grantor

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

Signature [common seal]
of Grantor

See annexure schedule

Signed in my presence by the Grantee

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

Signature [common seal]
of Grantee

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Grantee

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

6.4: TYPE D ENCUMBRANCE

**Annexure
Schedule 1**

Easement instrument

Dated

Page 2 of [7] pages

Schedule A

Continue in additional Annexure Schedule if required

Purpose (nature and extent) of easement, <i>profit</i> , or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way	Marked "[]" on SO []	Section [] SO []	Section [] SO []

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

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

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

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

6.4: TYPE D ENCUMBRANCE

**Annexure
Schedule 2**

Right of Way

1. The Grantor grants to the Grantee the right of way over that part of the Servient Land described as [] on survey office plan [] ("the Easement Land").

Right of Way Easement Terms and Conditions

2. The Grantee shall have the full, free, uninterrupted and unrestricted right, liberty and privilege to pass and re-pass from time to time and at all times, on foot or with vehicles, over and along the Easement Land subject to the following conditions:
 - (a) in exercising such rights of access the Grantee shall use reasonable endeavours to minimise and avoid any unnecessary damage to the Easement Land and shall take all reasonable and proper precautions to guard against danger (including, but without limitation, fire, physical damage, disease or spread of noxious weed and pests) on the Servient Land or adjoining land, and, notwithstanding clause 3, shall immediately reinstate the Easement Land or any improvements thereon (including restoring the surface thereof and replanting vegetation) where any damage is caused in the process of exercising any rights under this Easement;
 - (b) the Grantor will at all times be entitled to maintain locked gateways across the Easement Land for the purpose of controlling other vehicular access;
 - (c) the Grantee will ensure that at all times all gates are shut and locked immediately after use;
 - (d) the Grantee will not light any fire on or adjacent to the Easement Land;
 - (e) the Grantee will not use the Easement Land for any purpose other than for access purposes;
 - (f) wherever possible, the Grantee will remain on the roads and tracks constructed on the Servient Land and when on those roads or tracks will comply with all applicable traffic laws and regulations and travel at a responsible speed across the Easement Land having due regard to the nature of the formation of the Easement Land and shall avoid inconvenience to users of any areas adjacent to the Easement Land;
 - (g) the Grantee shall not erect any structures on the Servient Land or make any additions or alterations to existing structures or replace such structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed; and
 - (h) the Grantee shall take all due care when taking any welding equipment over the Servient Land and shall not use or operate or cause to be used or operated any welding equipment on the Servient Land without the prior written approval of the Grantor.

Repair and Maintenance

3. The Grantee shall annually pay to the Grantor a proportion of the cost of maintenance of any of the roads or tracks on the Servient Land commensurate with the use made by the Grantee of such roads or tracks **PROVIDED THAT** the Grantee shall not be liable to contribute towards the cost of repairing any damage to the Easement Land which was the sole result of the Grantor's negligent use of the Easement Land.

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE**

6.4: TYPE D ENCUMBRANCE

4. When carrying out any repairs, maintenance or improvements to a road under clause 3, the Grantee shall not:
- (a) widen the road; or
 - (b) alter the location of the road; or
 - (c) alter the way in which the run-off from the road is disposed of; or
 - (d) change the nature of the road surface; or
 - (e) park or store equipment or material on the Servient Land,
- without the Grantor's prior written approval, such approval not to be unreasonably withheld or delayed.
5. If either party neglects or refuses to carry out or pay for works required in respect of the right of way on the Easement Land and reasonable agreement cannot be reached between them on the issue, then the party willing to proceed may serve notice on the other party requiring that party to join in or pay for the work and if after the expiry of twenty-one days from the delivery of the notice the party in default refuses to join in or pay for the work, then the party willing to proceed may carry out and pay for the work and the party in default shall be liable to pay its share of the cost of the work and the same may be recoverable by action at law as a liquidated debt.
6. If the Grantor or the Grantee desire to upgrade the right of way for the convenience of its servants, agents and lawful visitors then it shall first obtain the approval in writing from the other party and then proceed to carry out such works and future maintenance of those works at its own cost.
7. The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove or otherwise dispose of any forest produce on the Servient Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any forest produce without the prior written approval of the Grantor.
8. The Grantee shall not, without the prior written approval of the Grantor, carry or discharge any firearm or other offensive weapon, or kill or trap any animals or birds, over or on the Servient Land, nor shall the Grantee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Grantor.
9. The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Easement.

Licence

10. The Grantor and the Grantee record that at the time that this Easement is granted there is a Crown Forestry Licence in respect of the Servient Land and this Easement is entered into subject to, and does not override the terms of, the Crown Forestry Licence as at the date of this Easement.

Grantor not to interfere with Grantee's Rights

11. The Grantor will not at any time, do, permit or suffer to be done any act whereby the rights granted to the Grantee under this Easement may be interfered with.

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

6.4: TYPE D ENCUMBRANCE

Grantee not to interfere with Grantor's Rights

12. The Grantee will not at any time, do permit or suffer to be done any act whereby the Grantor's use and enjoyment of the Servient Land will be interfered with.

Dispute Resolution

13. (a) In the event of any dispute arising between the parties in respect of or in connection with this Easement, the parties shall, without prejudice to any other right or entitlement they may have under this Easement or otherwise, explore whether the dispute can be resolved by use of the alternative dispute resolution technique of mediation. The rules governing such techniques shall be agreed between the parties or as recommended by the New Zealand Law Society or as selected by the Chairman of the New Zealand Chapter of LEADR (Lawyers Engaged in Alternative Dispute Resolution).
- (b) In the event the dispute is not resolved within twenty-eight days of written notice by one party to the other of the dispute (or such further period agreed in writing between the parties), either party may refer the dispute to arbitration under the provisions of the Arbitration Act 1996 or any successor legislation. The arbitrator shall be agreed between the parties within 10 days of written notice of the referral by the referring party to the other or failing agreement appointed by the President of the New Zealand Law Society. In either case, the arbitrator shall not be a person who has participated in any informal dispute resolution procedure in respect of the dispute.

Notices

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

Surrender of Easement

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

Definitions and interpretation

- 16.1 **Definitions:** In this Easement unless the context otherwise requires:

"**Crown Forestry Licence**" means a Crown Forestry Licence granted under section 14 of the Crown Forest Assets Act 1989;

"**Easement**" means this easement;

"**Easement Land**" means that part of the Servient Land over which the right of way under this Easement is granted marked [] on SO Plan [];

"**Grantee**" means the [the trustees from time to time of Ngati Toa Rangatira Trust] and includes any licensee, lessee, its employees, contractors, invitees, successors or assigns;

"**Grantor**" means the [the trustees from time to time of Te Ātiawa o Te Waka-a-Māui Trust] and includes any licensee, lessee, its employees, contractors, invitees, successors or assigns; and

"**Servient Land**" means all the land in [computer freehold register []].

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

6.4: TYPE D ENCUMBRANCE

- 16.2 **Interpretation:** In the interpretation of this Easement, unless the context otherwise requires:
- (a) the headings and subheadings appear as a matter of convenience and shall not affect the interpretation of this Easement;
 - (b) references to any statute, regulation or other statutory instrument or bylaw are references to the statute, regulation, instrument or bylaw as from time to time amended and includes substitution provisions that substantially correspond to those referred to; and
 - (c) the singular includes the plural and vice versa and words incorporating any gender shall include every gender.

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

6.4: TYPE D ENCUMBRANCE

**Annexure
Schedule 2**

SIGNED as a Deed on [date]

SIGNED by)
[insert trustee names of])
Te Ātiawa o Te Waka-a-Māui Trust as)
Grantor in the presence of:

Signature

(

Witness signature

Full name

Address

Occupation

SIGNED by)
[insert trustee names of])
[Ngati Toa Rangatira Trust])
as Grantee in the presence of:

Signature

(

Witness signature

Full name

Address

Occupation

6.5 TYPE E ENCUMBRANCE

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

6.5: TYPE E ENCUMBRANCE

Form 3

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

Sections 90A and 90F, Land Transfer Act 1952

Land registration district

Wellington

BARCODE

Grantor

Sumame must be underlined

[insert name of trustee of Ngāti Toa Rangatira Trust]

Grantee

Sumame must be underlined

KAPITI COAST DISTRICT COUNCIL

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

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

Dated this

day of

20

Attestation

See annexure schedule

Signed in my presence by the Grantor

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Signature [common seal]

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

6.5: TYPE E ENCUMBRANCE

of Grantor	Address
------------	---------

See annexure schedule	Signed in my presence by the Grantee.

	<i>Signature of witness</i>
	<i>Witness to complete in BLOCK letters (unless legibly printed)</i>
	<i>Witness name</i>
	<i>Occupation</i>
Signature [common seal] of Grantee	<i>Address</i>

Certified correct for the purposes of the Land Transfer Act 1952.

--

[Solicitor for] the Grantee

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

6.5: TYPE E ENCUMBRANCE

**Annexure
Schedule 1**

Easement instrument

Dated

Page 1 of 7 pages

Schedule A

Continue in additional Annexure Schedule if required

Purpose (nature and extent) of easement, <i>profit</i> , or covenant	Shown (plan reference)	Servient land (Identifier/CT)	Dominant land (Identifier/CT or in gross)
Right to Drain Stormwater	Marked red on OTS-068-76 Subject to survey	Part Section 2 SO 446259 as shown on OTS-068-76 Subject to survey	In Gross

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

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

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

All signing parties and either their witnesses or solicitors must sign or

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

6.5: TYPE E ENCUMBRANCE

initial in this box

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

6.5: TYPE E ENCUMBRANCE

1. DEFINITIONS

1.1 In this easement instrument unless the context indicates otherwise:

"**Drain Stormwater**" means rain, spring, soakage or seepage and includes water accumulated on other land and from any public land or street.

"**Easement Facility**" means any pipes, conduits, open drains, open channels, pumps, tanks (with or without headwalls), manholes, valves, surface boxes, other equipment suitable for that purpose (whether above or under the ground), as at the date of this Instrument;

"**Grantee**" means the person shown as grantee on the first page of this Instrument and where applicable includes its successors and its agents, employees, contractors, tenants, licensees and invitees;

"**Grantor**" means the person named as grantor on the first page of this Instrument and where applicable includes its successors in title and its agents, employees, contractors, tenants, licensees and invitees;

"**Servient Land**" means the servient land described in Schedule A of this Instrument;

"**Stipulated Course**" means area "A" on SO [].

2. GRANT OF DRAINAGE EASEMENT

2.1 Rights to Drain Stormwater: The Grantor grants to the Grantee as an easement in gross in perpetuity the right to take, convey and drain stormwater without obstruction and in any quantity through the Easement Facility via any mix of open channel or closed conduits now laid through the Stipulated Course and to discharge the stormwater beyond the Servient Land.

2.2 The Grantee also has the right, subject to clause 3, to enter the Stipulated Course and any other parts of the Servient Land as are reasonable to do the following

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

6.5: TYPE E ENCUMBRANCE

work:

- 2.2.1** to inspect, maintain, repair, dig up, alter, enlarge, renew or replace the Easement Facility (including replacement with an Easement Facility of the same or larger diameter); and
- 2.2.2** to do anything else in the full exercise of the rights in this Instrument, with the Grantee's agents, contractors and employees, and with or without tools, plant, equipment, and vehicles.
- 2.3** The Grantee may leave any vehicles or equipment on the Servient Land for a reasonable period of time if work is proceeding.
- 2.4** The Grantee will ensure that any work it performs is carried out in a proper and workmanlike manner.
- 2.5** The Grantee will not be liable for, or pay any compensation for any damage to any improvements such as fences, structures, paving, surfacing, tree, shrub or plants etc that have extended or encroached upon the Stipulated Course if such damage arises due to a breach of the Grantor's obligations in clause 4 of this Instrument.
- 2.6** The Grantee has no obligation to direct, convey or lead stormwater through the Easement Facility via any mix of open channel or closed conduits through the Servient Land continuously or at all.

3. ACCESS

- 3.1** The Grantee's right of access in clause 2.3 may only be exercised on giving reasonable notice to the Grantor, except in an emergency.
- 3.2** When obtaining access to the Stipulated Course, the Grantee must:

 - 3.2.1** so far as is practicable, use existing driveways and other areas suitable for access;
 - 3.2.2** in exercise of the powers hereby granted, endeavour to take reasonable

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

6.5: TYPE E ENCUMBRANCE

and proper care not to damage the Servient Land or any property of the Grantor;

3.2.3 reinstate the surface of the Servient Land to the same condition as soon as possible after any works have been completed, and resurface it if necessary with appropriate materials; and

3.2.4 repair any fences or other improvements and replace any trees, shrubs and plants which have been destroyed or severely damaged on the Servient Land by the Grantee while accessing the Stipulated Course.

4. GRANTOR'S OBLIGATIONS

The Grantor may not:

4.1 permit the growth of any trees, shrubs or other vegetation or the erection or establishment of any structure or surfacing whatsoever (excluding approved standard pathways, driveways and boundary fences that may cross over the Stipulated Course or Easement Facility at a right angle for a short length) on any part of the Stipulated Course, or do or permit or suffer thereon any act or acts which:

4.1.1 in the opinion of the Grantee interfere with the Grantee's rights to this Instrument; or

4.1.2 endanger or cause nuisance to the Grantee's operations, works, employees, agents or contractors in the course of their duties under this Instrument; or

4.1.3 transgress any by-law of the Grantee or any statutory regulation relating to any of the Grantee's installations, works, or facilities on the Stipulated Course;

4.1.4 change the existing surface levels of the Stipulated Course except with the Grantee's prior approval;

4.1.5 cause or allow any damage to occur to the Easement Facility; or

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

6.5: TYPE E ENCUMBRANCE

4.1.6 do anything or allow anything to be done which would interfere with, or affect, the rights of the Grantee under this Instrument.

5. MAINTENANCE

The Grantee shall use its best endeavours to maintain the Easement Facility in the Stipulated Course so that it does not become a nuisance or a danger.

6. NO POWER TO TERMINATE

There is no implied power in this Instrument for the Grantor to terminate the rights granted under this Instrument due to the Grantee breaching any term of this Easement or for any other reason, it being the intention of the parties that the rights granted will continue forever unless surrendered.

7. STATUTORY RIGHTS

The easement rights are in substitution for those set out in the Fourth Schedule to the Land Transfer Regulations 2002, but otherwise this Instrument does not affect any statutory powers which the Grantee may have.

8. DISPUTES

If any dispute arises between the Grantor and Grantee about the rights in this Instrument which cannot be resolved by negotiation, the parties must submit at the request of either party to the arbitration of an independent arbitrator. This arbitrator is to be appointed jointly by the parties, and if they cannot agree on one within 14 days, by the President for the time being of the District Law Society where the Servient Land is situated. The arbitration will be determined in accordance with the Arbitration Act 1996 and its amendments or any statute which replaces it. The parties' execution of this Instrument is to be treated as a submission to arbitration.

9. GRANTEE'S RIGHTS AND OBLIGATIONS

9.1 The Grantee may exercise and enjoy with regard to this Instrument all authorities,

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE**

6.5: TYPE E ENCUMBRANCE

powers, rights, remedies, immunities from liability, privileges, liberties and licences contained or implied herein or (without being limited or restricted by anything herein) which it now or in the future may possess or be entitled to or have vested in it by virtue of any statute or at law. In particular nothing herein contained shall be deemed to abrogate, limit, restrict or abridge any of the rights, powers and remedies vested in the Grantee by the Local Government Act 1974 or the Public Works Act 1981 or any amendment thereto or any Act or Acts passed in substitution therefore.

9.2 The Grantee will endeavour to maintain any installations, works and facilities in a workable and efficient state of repair for the purposes for which they are used or designed and will endeavour to prevent the same from becoming a nuisance.

9.3 Any installations laid by the Grantee on the Easement Facility shall remain at all times the property of the Grantee subject to its exclusive supervision and control, and may at any time be removed by the Grantee in its sole discretion without incurring any liability to the Grantor except as may be herein expressly provided.

9.4 The Grantee may assign, transfer or licence all or any part of its interest in this Instrument or part thereof without the consent of the Grantor.

10. INDEMNITY

The Grantee shall indemnify the Grantor against all actions, suits, proceedings, claims and demands which may be brought or made against the Grantor as a direct result of the exercise by the Grantee of any of the rights granted by this Instrument.

11. NOTICES

Any notice required to be given to the Grantor by the Grantee shall be deemed sufficiently served if delivered personally or sent by prepaid post to the addressee's last known address in New Zealand or in the case of a body corporate, its registered office. Any notice personally delivered or posted shall be valid if served or given under the hand of any authorised representative of the notifying party.

Annexure
Schedule 3

Stormwater easement



**NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE**

6.5: TYPE E ENCUMBRANCE

SIGNED as a Deed on [*date*]

SIGNED by for and on behalf of [Insert)
name of trustee of **Ngāti Toa Rangatira**)
Trust] as Grantor)

in the presence of:

Signature

Witness signature

(

Full name

Address

Occupation

SIGNED by for and on behalf of **KAPITI**)
COAST DISTRICT COUNCIL as Grantee)
)

(
in the presence of:

Signature

Witness signature

Full name

Address

Occupation

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE**

6.6 TYPE F ENCUMBRANCE

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

6.6: TYPE F ENCUMBRANCE

Form 3

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

Sections 90A and 90F, Land Transfer Act 1952

Land registration district

Wellington

BARCODE

Grantor

Surname must be underlined

[Her Majesty the Queen in Right of New Zealand acting by and through the Minister of Conservation]

Grantee

Surname must be underlined

[insert name of trustee of Ngāti Toa Rangatira Trust]

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

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

Dated this

day of

20

Attestation

See annexure schedule

Signed in my presence by the Grantor

Signature of witness

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

6.6: TYPE F ENCUMBRANCE

<hr/> Signature [common seal] of Grantor	<i>Witness to complete in BLOCK letters (unless legibly printed)</i> <i>Witness name</i> <i>Occupation</i> <i>Address</i>
--	--

See annexure schedule <hr/> Signature [common seal] of Grantee	Signed in my presence by the Grantee <hr/> <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> <i>Witness name</i> <i>Occupation</i> <i>Address</i>
---	--

Certified correct for the purposes of the Land Transfer Act 1952.

--

[Solicitor for] the Grantee

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

6.6: TYPE F ENCUMBRANCE

**Annexure
Schedule 1**

Easement instrument

Dated

Page 1 of 7 pages

Schedule A

Continue in additional Annexure Schedule if required

Purpose (nature and extent) of easement, <i>profit</i> , or covenant	Shown (plan reference)	Servient land (Identifier/CT)	Dominant land (Identifier/CT or in gross)
Right of Way, Right to Convey Electricity, Right to Convey and Drain Water, Sewage, Stormwater, Right to Convey Telecommunications and Computer Media, Right to Convey Gas	Marked red on the plan attached as Annexure Schedule 3 Subject to survey	Section 3 and Part Section 2 SO 446259. Part computer freehold register 453989. Subject to survey	Part Section 2 SO 446259 marked 'A' and 'B' on the plan attached as Annexure Schedule 3. Subject to survey

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

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

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

All signing parties and either their witnesses or solicitors must sign or

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

6.6: TYPE F ENCUMBRANCE

initial in this box

6.6: TYPE F ENCUMBRANCE

**Annexure
Schedule 2**

Variations to Schedule 4 of the Land Transfer Regulations 2002 in relation to this Easement

1. Clauses 6(3)(a) and 10(1)(b) of Schedule 4 of the Regulations are amended by adding at the end "after first obtaining the prior written consent of the Grantor, such consent is not to be unreasonably withheld."
2. Clause 6(1) and (2) of Schedule 4 of the Regulations are not applicable.
3. "Easement Facility" means those items described in Clause 1 of Schedule 4 of the Land Transfer Regulations 2002 which were in place at the time this Easement was granted.

RIGHT OF WAY TERMS AND CONDITIONS

Grant of Right of Way

4. The Grantor grants to the Grantee the right of way over that part of the Servient Land described as [] on survey office plan [] ("the Easement Land") for the purposes of accessing the Dominant Land.
5. The Grantee shall have the full, free, uninterrupted and unrestricted right, liberty and privilege to pass and re-pass from time to time and at all times, on foot or with vehicles, over and along the Easement Land subject to the following conditions:
 - (a) in exercising such rights of access the Grantee shall minimise and avoid any unnecessary damage to the Easement Land and shall take all reasonable and proper precautions to guard against danger (including, but without limitation, fire, physical damage, disease or spread of noxious weed and pests) on the Servient Land or adjoining land, and, notwithstanding clause 6, shall immediately reinstate the Easement Land or any improvements thereon (including restoring the surface thereof and replanting vegetation) where any damage is caused in the process of exercising any rights under this Easement;
 - (b) the Grantor will at all times be entitled to maintain locked gateways across the Easement Land for the purpose of controlling other vehicular access;
 - (c) the Grantor will ensure that in the event locked gateways across the Easement Land are maintained, the Grantee will be supplied with keys to enable access; and
 - (d) the Grantee will ensure that at all times all gates are left as they were found.

Right of Way Repair and Maintenance

6. The Grantee shall pay to the Grantor upon demand any cost associated with any repair or maintenance of the Easement Land rendered necessary by the act, neglect or default of the Grantee. The costs associated with such work shall be recoverable by the Grantor as a liquidated debt.

NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

6.6: TYPE F ENCUMBRANCE

Access over Right of Way

7. The Grantee acknowledges that despite the terms of this Easement for so long as the Servient Land remains subject to the Reserves Act 1977, the Grantor and members of the public have (in accordance with the Reserves Act 1977) full and unencumbered access to pass and re-pass at all times along the Easement Land.

Definitions and Interpretation

8. **Definitions:** In this Easement unless the context otherwise requires:

"**Dominant Land**" means [insert details once land has been surveyed].

"**Easement**" means this easement;

"**Grantee**" means the [insert name of trustee of Ngāti Toa Rangatira Trust] and includes any licensee, lessee, its employees, contractors, invitees, successors or assigns; and

"**Grantor**" means [Her Majesty the Queen in Right of New Zealand acting by and through the Minister of Conservation] and includes any licensee, lessee, its employees, contractors, invitees, successors or assigns;

"**Servient Land**" means [insert details once land has been surveyed].

9. **Interpretation:** In the interpretation of this Easement, unless the context otherwise requires:

- (a) the headings and subheadings appear as a matter of convenience and shall not affect the interpretation of this Easement;
- (b) references to any statute, regulation or other statutory instrument or bylaw are references to the statute, regulation, instrument or bylaw as from time to time amended and includes substitution provisions that substantially correspond to those referred to; and
- (c) the singular includes the plural and vice versa and words incorporating any gender shall include every gender.

Annexure

Schedule 3



NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

6.6: TYPE F ENCUMBRANCE

SIGNED as a Deed on [date]

SIGNED by for and on behalf of [HER)
MAJESTY THE QUEEN IN RIGHT OF)
NEW ZEALAND acting by and through)
the Minister of Conservation] as
Grantor

in the presence of:

Signature

Witness signature

Full name

Address

Occupation

SIGNED by for and on behalf of [Insert)
name of trustee of Ngāti Toa Rangatira)
Trust] as Grantee)

in the presence of:

Signature

Witness signature

Full name

Address

Occupation

7. MUSEUMS FOR LETTERS OF INTRODUCTION

Clause 5.52

MUSEUMS FOR LETTERS OF INTRODUCTION

Regional Museums for Letters of Introduction

- 1 Akaroa Museum Te Whare Taonga (Akaroa)
- 2 Aratoi Museum of Art and History (Masterton)
- 3 Archive of Maori and Pacific Music (Auckland)
- 4 Arts Centre of Christchurch
- 5 Auckland War Memorial Museum
- 6 Canterbury Museum (Christchurch)
- 7 Christchurch Art Gallery Te Puna o Waiwhetu
- 8 City Gallery Wellington
- 9 Fyffe House (Kaikoura)
- 10 Golden Bay Museum and Gallery
- 11 Hocken Collections Uare Taoka o Hakena (Dunedin)
- 12 Hokitika Museum
- 13 Kaiapoi Museum
- 14 Kaikoura District Museum and Archives
- 15 Kapiti Coast Museum (Waikanae)
- 16 Kawhia Regional Museum Gallery
- 17 Marlborough Provincial Museum and Archives (Blenheim)
- 18 Motueka District Museum
- 19 Museum of Wellington City and Sea
- 20 National Paleontological Research Collections, GNS Science (Wellington)
- 21 New Zealand Portrait Gallery (Wellington)
- 22 Okains Bay Maori and Colonial Museum (Banks Peninsula)
- 23 Otaki Museum
- 24 Otago Museum (Dunedin)
- 25 Otago Settlers Museum (Dunedin)
- 26 Paekakariki Rail and Heritage Museum
- 27 Pataka Museum of Arts and Cultures (Porirua)
- 28 Petone Settlers Museum Te Whare Whakaaro o Pito-One

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
DOCUMENTS SCHEDULE**

MUSEUMS FOR LETTERS OF INTRODUCTION

- 29 Porirua Hospital Museum
- 30 Puke Ariki (New Plymouth)
- 31 Rotorua Museum of Art and History – Te Whare Taonga o Te Arawa
- 32 Sound Archives / Nga Taonga Korero (Christchurch)
- 33 Te Awamutu Museum
- 34 The Nelson Provincial Museum
- 35 The Suter Te Aratoi O Whakatu (Nelson)
- 36 Waikato Museum Te Whare Taonga o Waikato
- 37 Whanganui Regional Museum

NGATI TOA RANGATIRA

and

TRUSTEE OF THE TOA RANGATIRA TRUST

and

THE CROWN

**DEED OF SETTLEMENT:
ATTACHMENTS**

NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

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**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

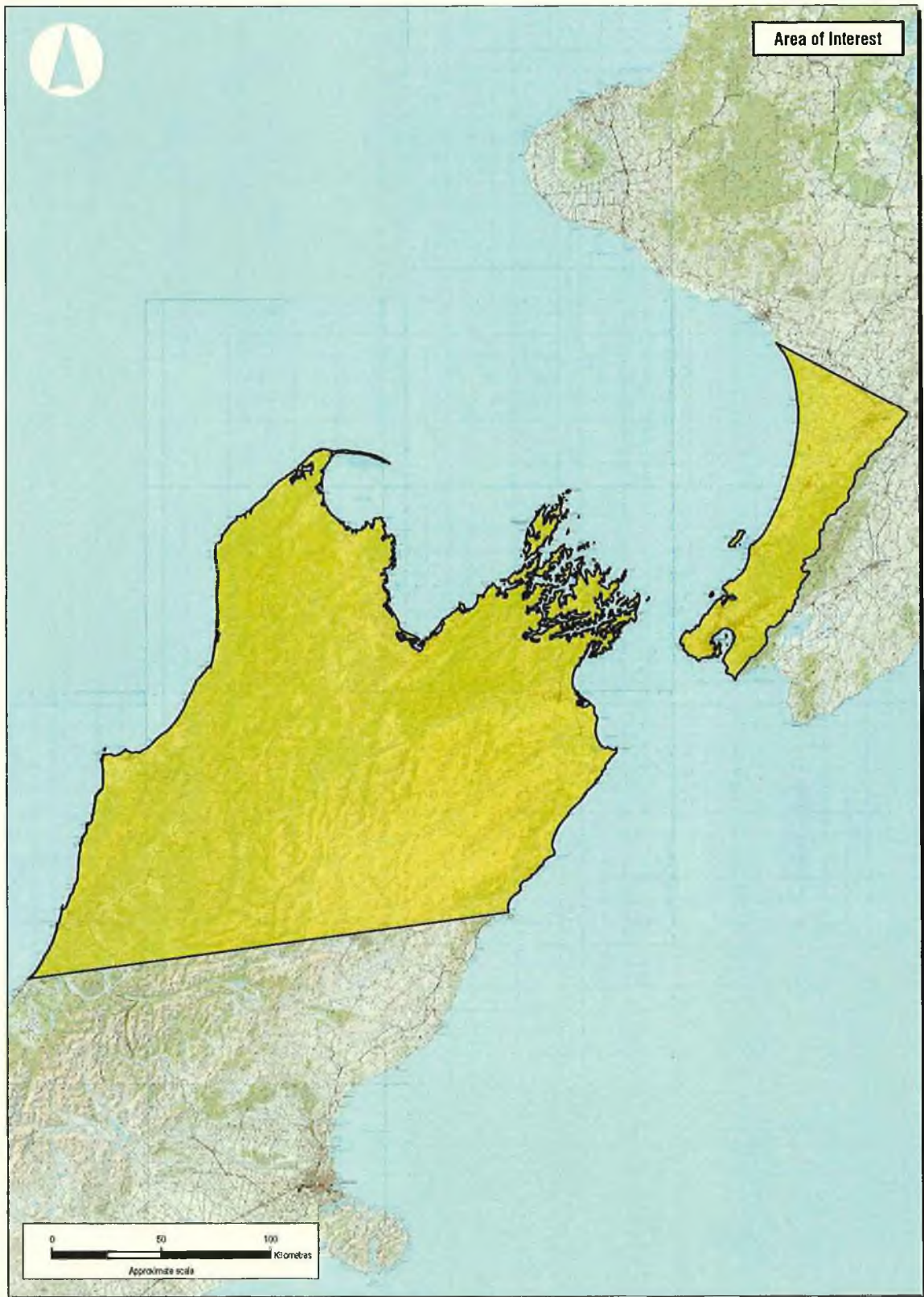
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**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

1. AREA OF INTEREST

NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

1: AREA OF INTEREST



2. DEED PLANS

NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.1 NGA PAHAU

NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.1: NGA PAIHAU

THE BROTHERS

(As shown on Deed Plan OTS-068-21)



NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.1: NGA PAHAU

WAIRAU LAGOONS

(Part of the Wairau Lagoons Wetland Management Reserve)

(As shown on Deed Plan OTS-068-22)



Marlborough Land District
Territorial Authority:
Marlborough
District Council
Compiled as a graphic
representation. Boundaries
are indicative only.

**Wairau Lagoons (Part of the Wairau Lagoons
Wetland Management Reserve)**
Areas referred to in the deed of settlement between
Ngati Toa Rangatira and the Crown

Approved as to boundaries:
[Signature] 25/11/12
for Ngati Toa Rangatira
[Signature] 25/11/12
for and on behalf of the Crown

NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.1: NGA PAIHAU

KAPITI ISLAND

(As shown on Deed Plan OTS-068-20)



**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

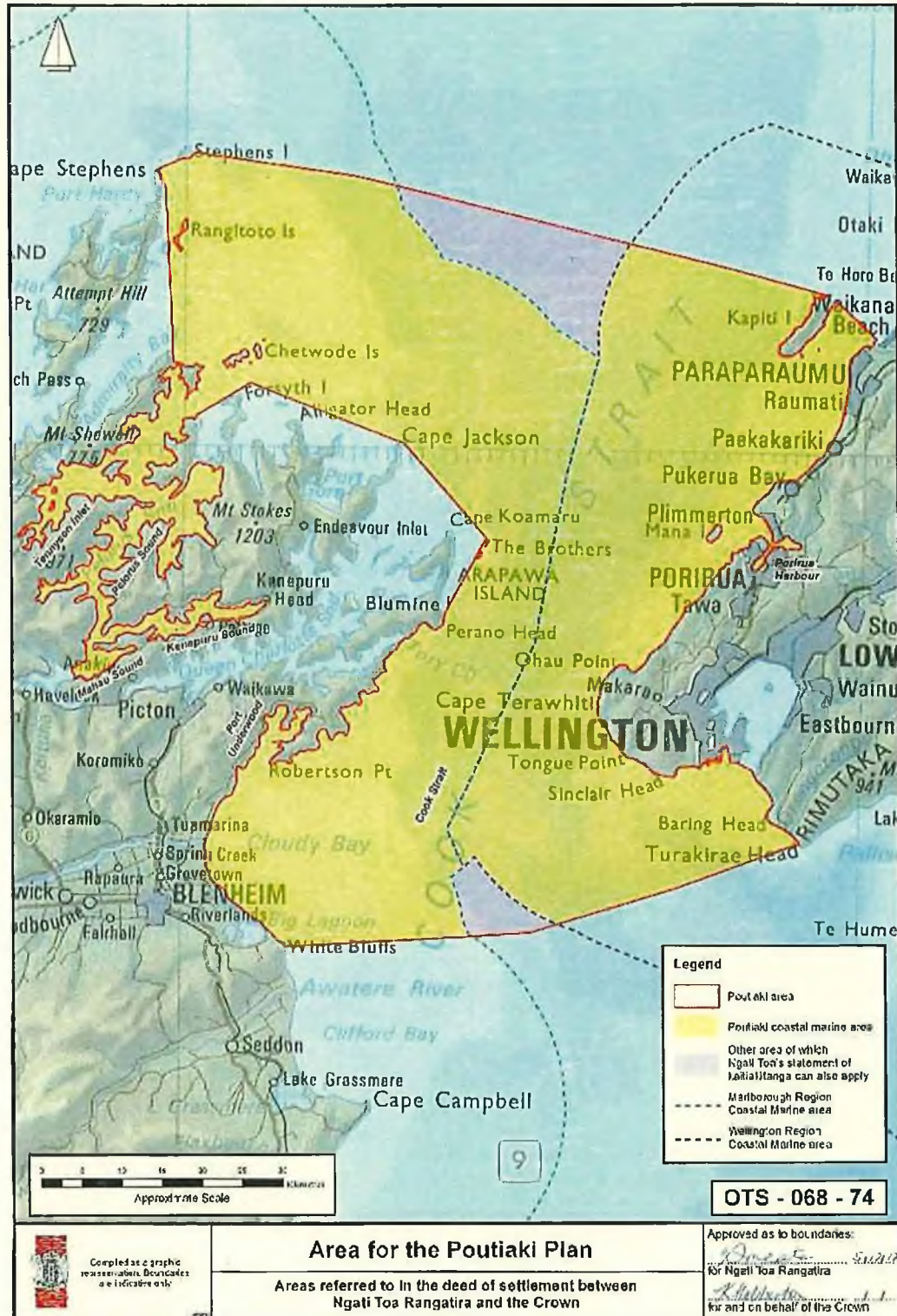
2.2 POUTIAKI INSTRUMENT

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

2.2: POUTIAKI INSTRUMENT

AREA FOR THE POUTIAKI PLAN

(As shown on Deed Plan OTS-068-74)



2.3 STATUTORY AREAS

NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.3: STATUTORY AREAS

BALANCE OF MANA ISLAND

(As shown on Deed Plan OTS-068-28)



NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.3: STATUTORY AREAS

RED ROCKS SCIENTIFIC RESERVE

(As shown on Deed Plan OTS-068-29)



NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.3: STATUTORY AREAS

PUKERUA BAY SCIENTIFIC RESERVE

(As shown on Deed Plan OTS-068-30)



NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.3: STATUTORY AREAS

OTERANGA BAY MARGINAL STRIP

(As shown on Deed Plan OTS-068-23)

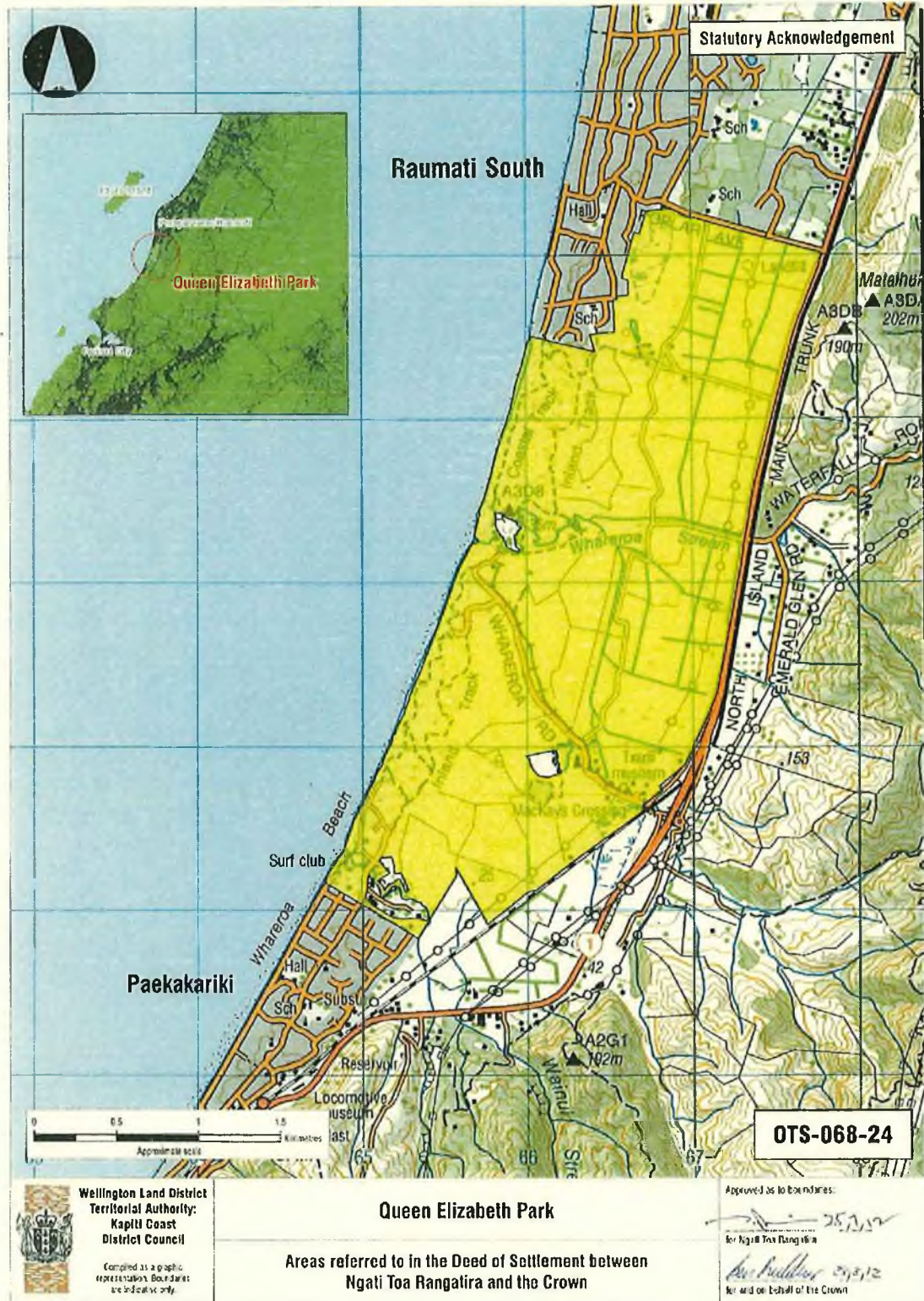


NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.3: STATUTORY AREAS

QUEEN ELIZABETH PARK

(As shown on Deed Plan OTS-068-24)



NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.3: STATUTORY AREAS

WHAREROA FARM

(As shown on Deed Plan OTS-068-25)



Statutory Acknowledgement

OTS-068-25



Wellington Land District
Territorial Authority:
Kapiti Coast
District Council

Copyright as a graphic
representation. Its accuracy
is indicative only.

Whareroa Farm

Areas referred to in the Deed of Settlement between
Ngati Toa Rangatira and the Crown

Approved as to boundaries:

[Signature]
for Ngati Toa Rangatira
[Signature]
for and on behalf of the Crown

NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.3: STATUTORY AREAS

TE ONEPOTO BAY

(As shown on Deed Plan OTS-068-26)

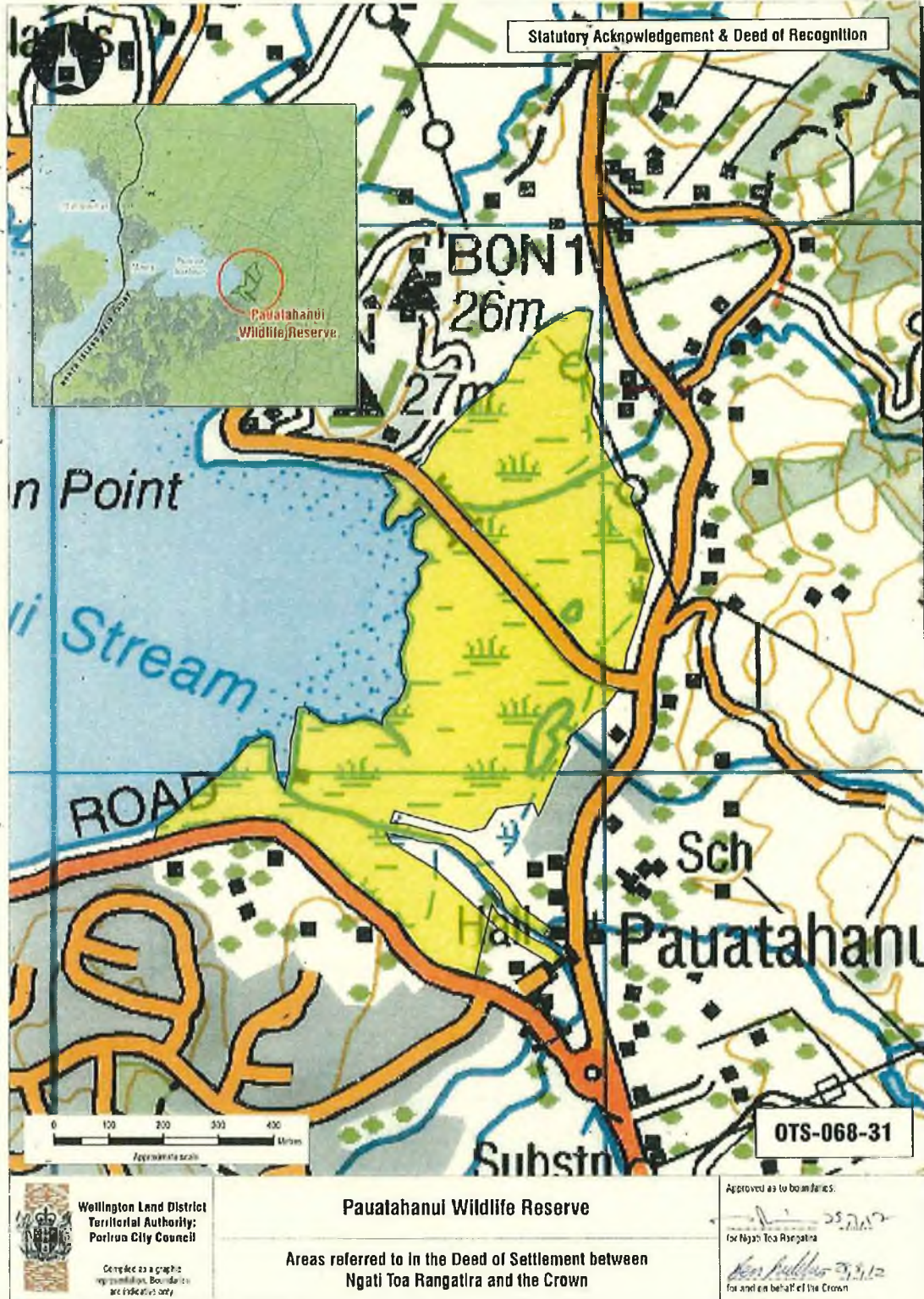


NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.3: STATUTORY AREAS

PAUATAHANUI WILDLIFE RESERVE

(As shown on Deed Plan OTS-068-31)



NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.3: STATUTORY AREAS

HOROKIRI WILDLIFE MANAGEMENT RESERVE

(As shown on Deed Plan OTS-068-32)

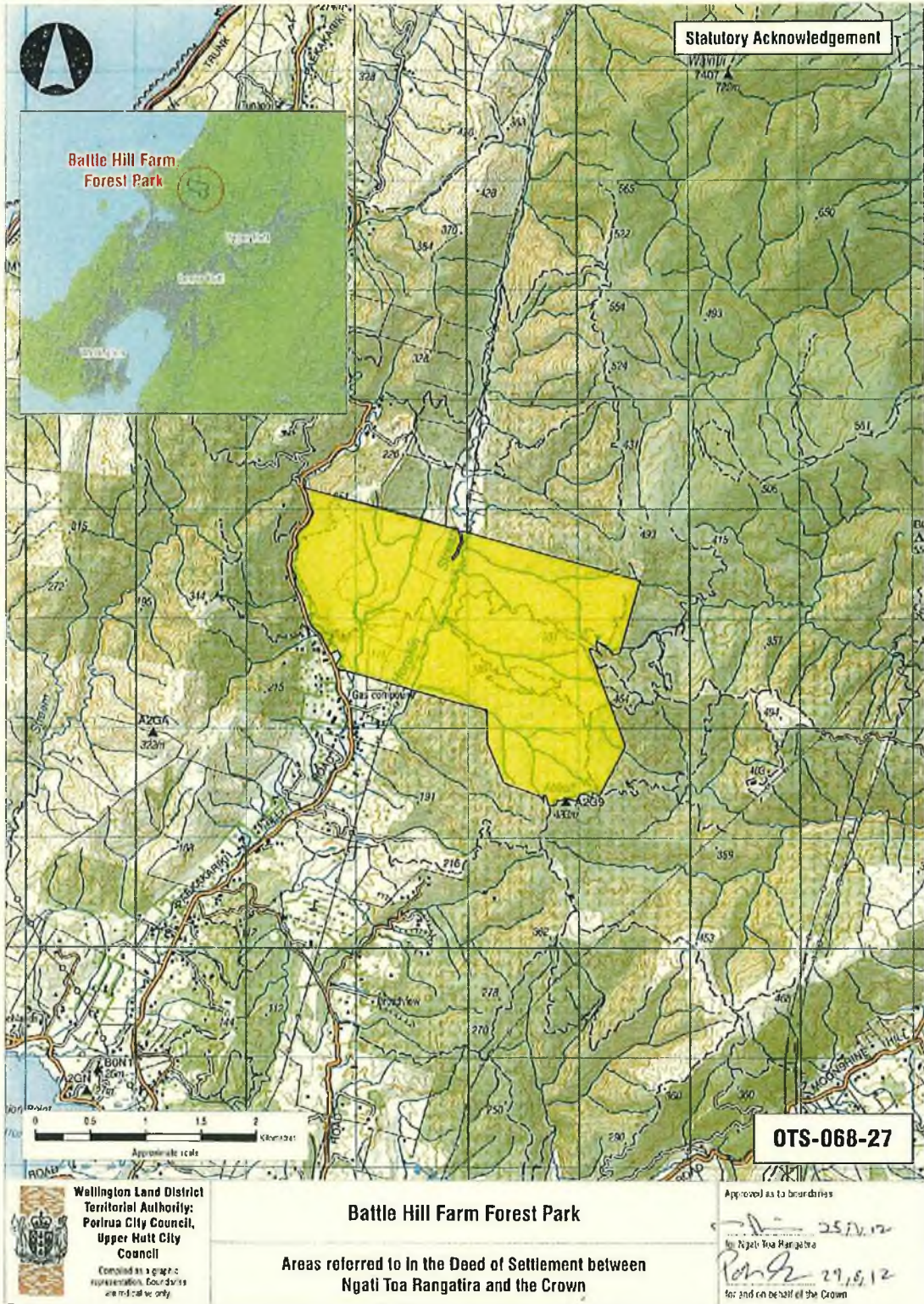


NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.3: STATUTORY AREAS

BATTLE HILL FARM FOREST PARK

(As shown on Deed Plan OTS-068-27)

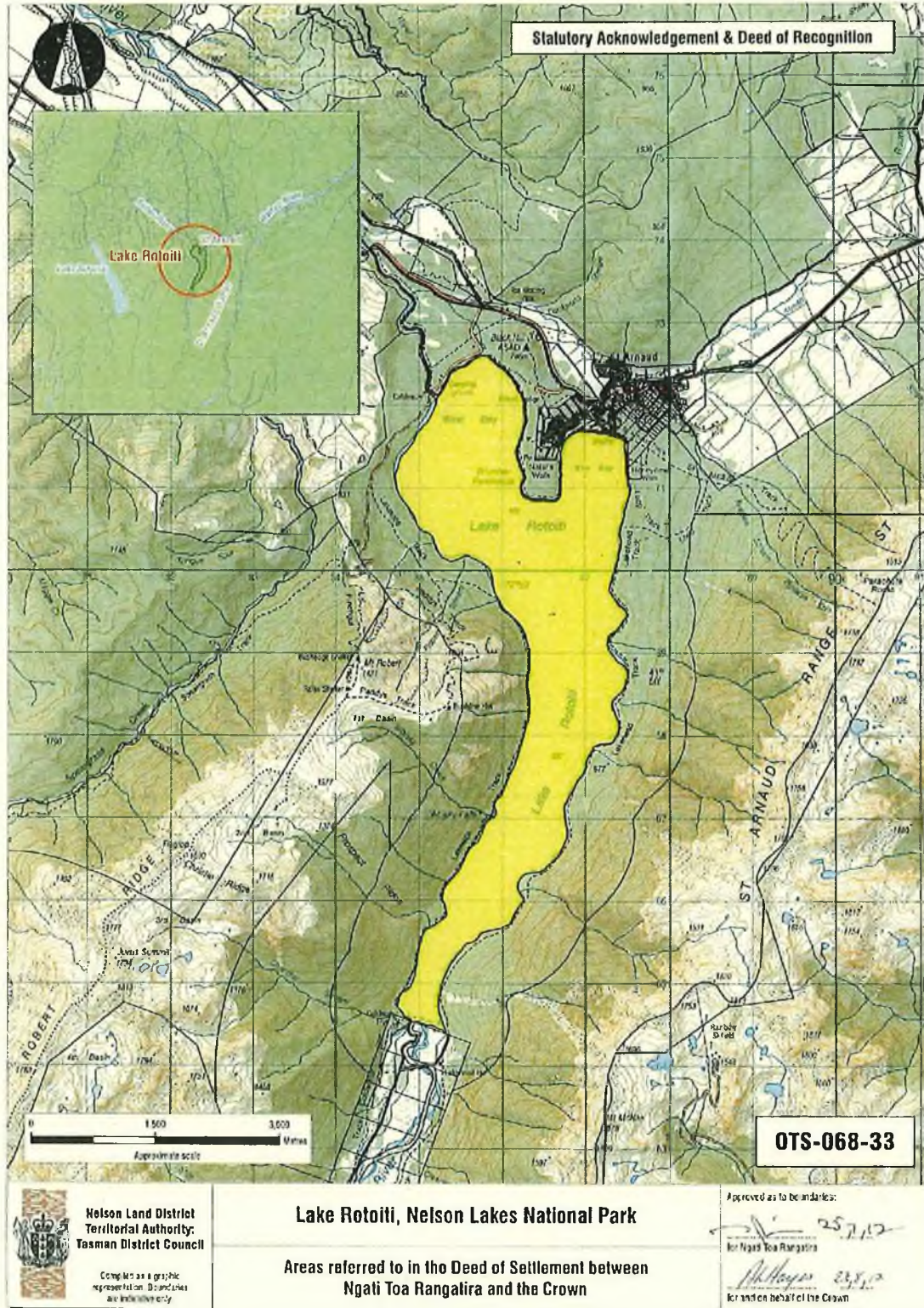


NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.3: STATUTORY AREAS

LAKE ROTOIITI, NELSON LAKES NATIONAL PARK

(As shown on Deed Plan OTS-068-33)



NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.3: STATUTORY AREAS

LAKE ROTOROA, NELSON LAKES NATIONAL PARK

(As shown on Deed Plan OTS-068-34)



NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.3: STATUTORY AREAS

WAIRAU PA

(As shown on Deed Plan OTS-068-35)

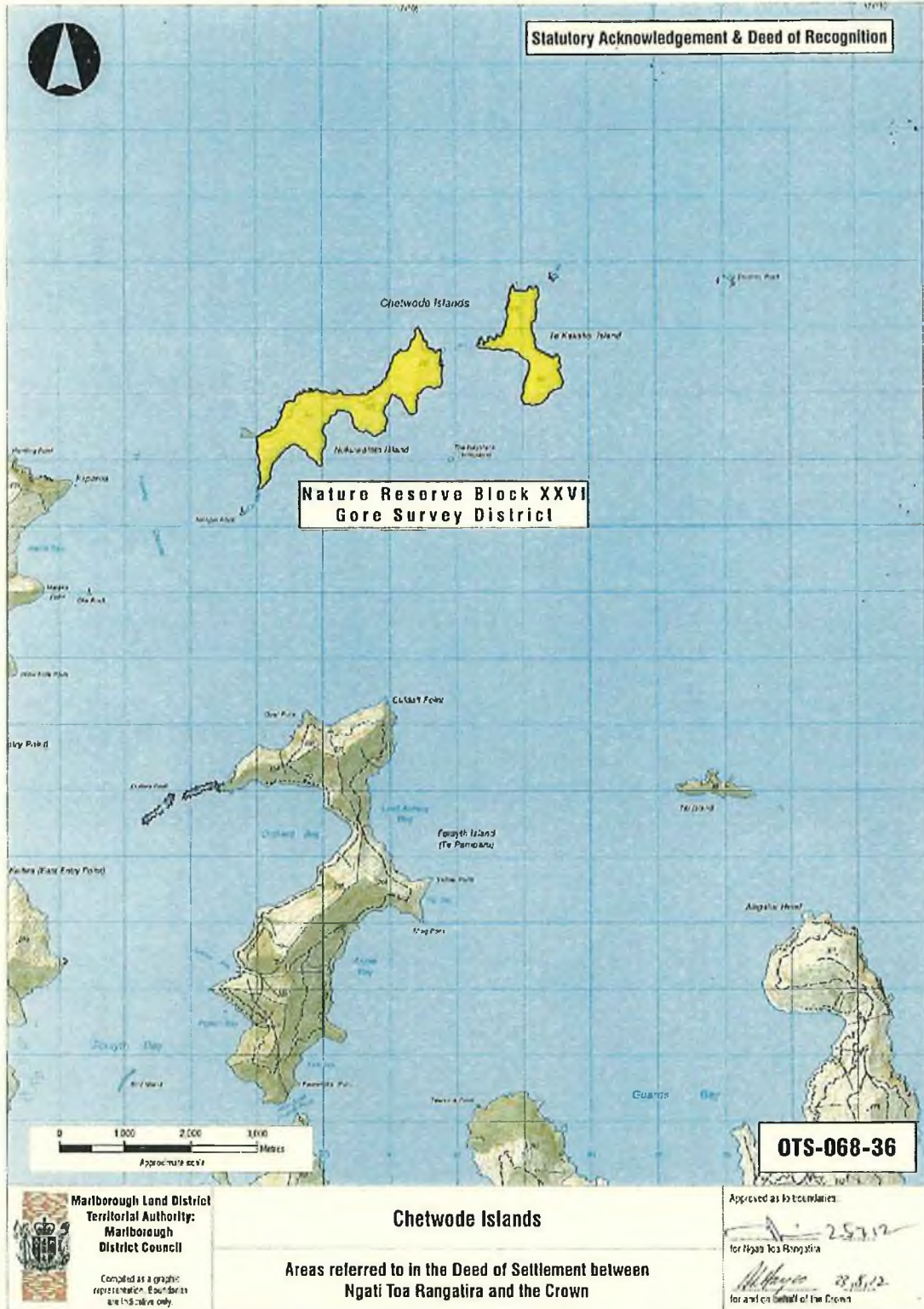


NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.3: STATUTORY AREAS

CHETWODE ISLANDS

(As shown on Deed Plan OTS-068-36)

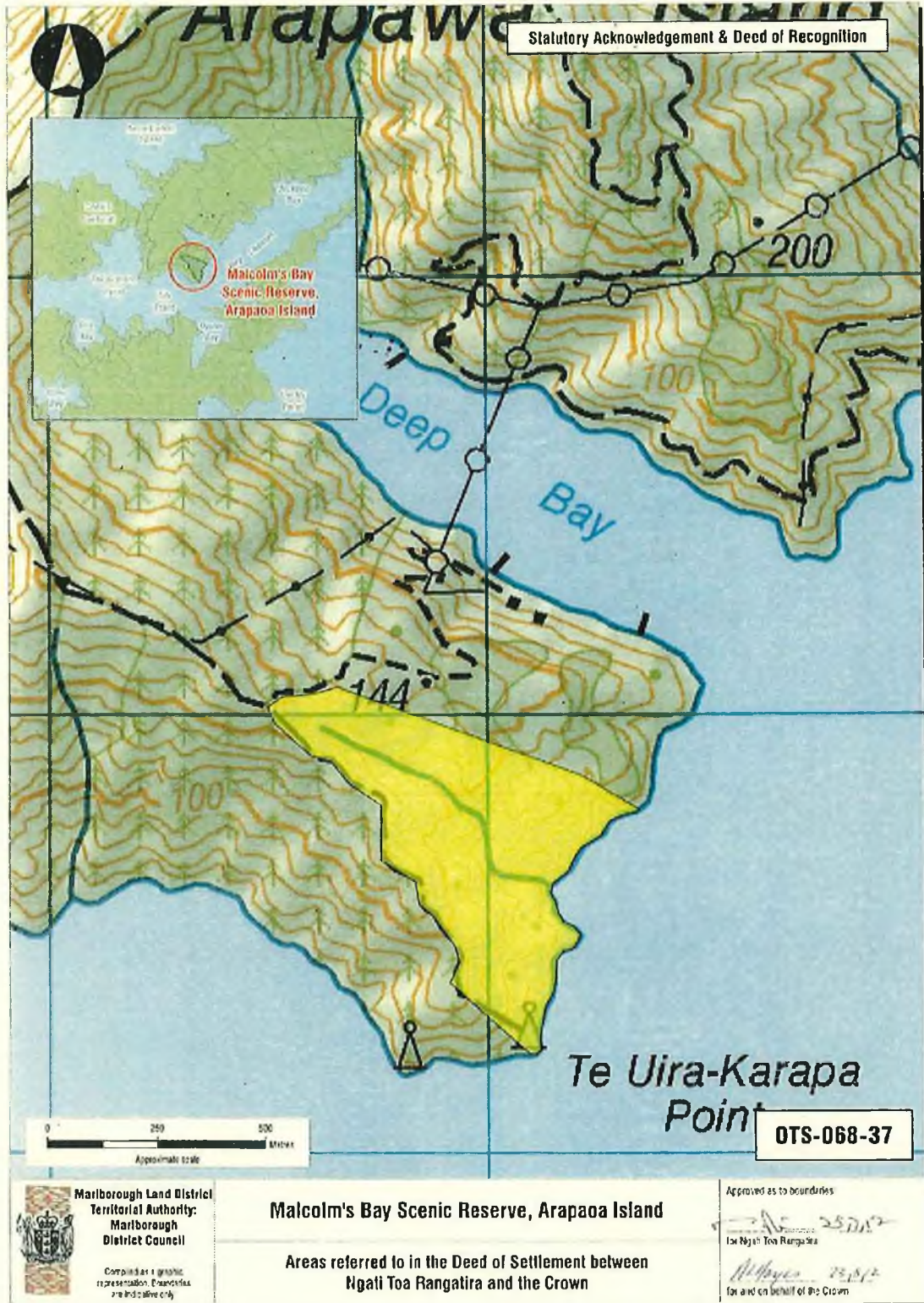


NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.3: STATUTORY AREAS

MALCOLM'S BAY SCENIC RESERVE, ARAPAOA ISLAND


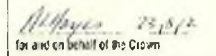
(As shown on Deed Plan OTS-068-37)



**Marlborough Land District**
Territorial Authority:
Marlborough
District Council
Corporation's graphic representation. Dimensions not to scale only.

Malcolm's Bay Scenic Reserve, Arapaoa Island

Areas referred to in the Deed of Settlement between
Ngati Toa Rangatira and the Crown

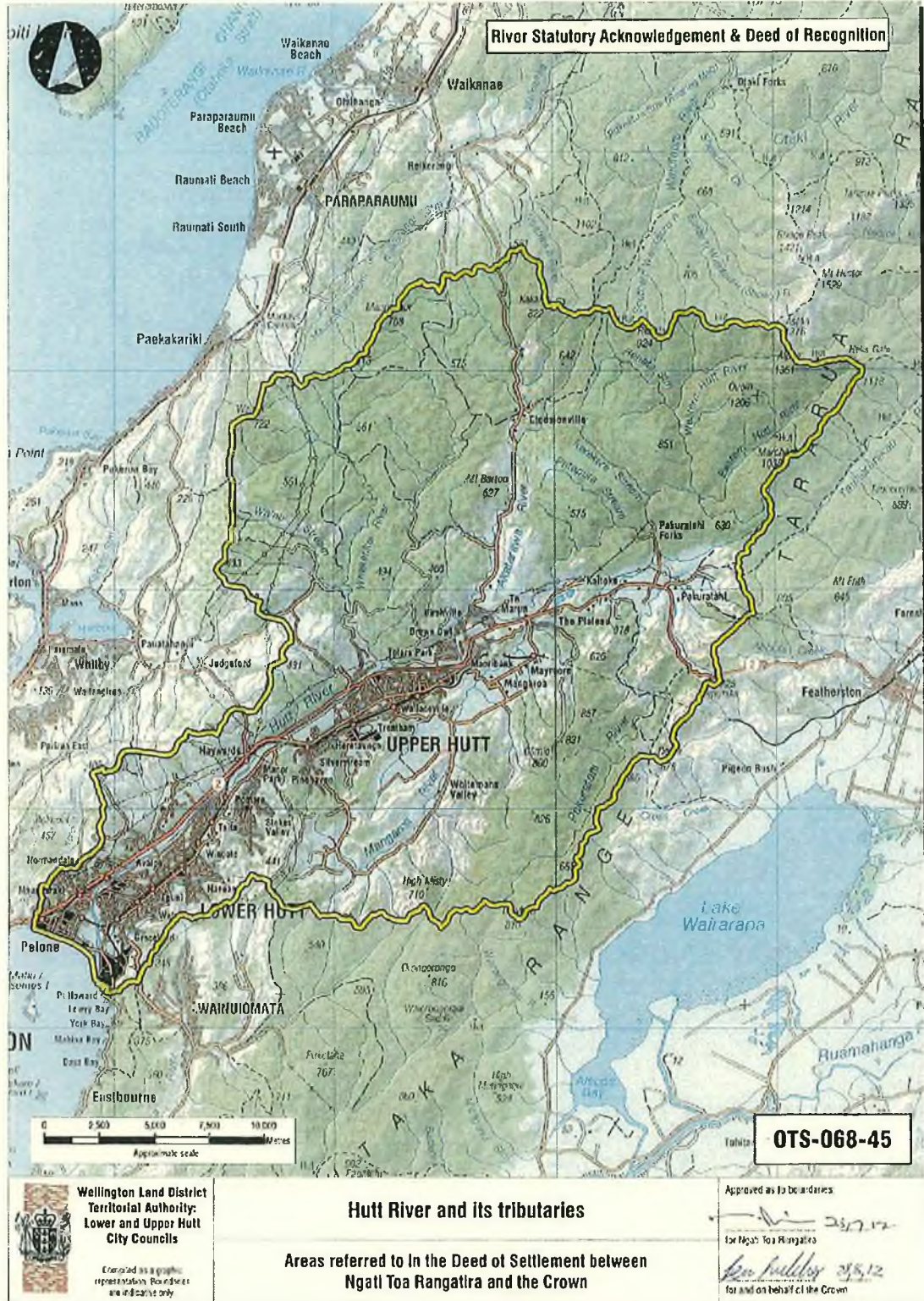
Approved as to boundaries

for Ngati Toa Rangatira

for and on behalf of the Crown

NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.3: STATUTORY AREAS

HUTT RIVER AND ITS TRIBUTARIES

(As shown on Deed Plan OTS-068-45)



**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

2.3: STATUTORY AREAS

MAITAI RIVER AND ITS TRIBUTARIES

(As shown on Deed Plan OTS-068-46)



NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.3: STATUTORY AREAS

WAIRAU RIVER, OMAKA RIVER, ŌPAOA RIVER AND KAITUNA RIVER AND THEIR
TRIBUTARIES

(As shown on Deed Plan OTS-068-47)



NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.3: STATUTORY AREAS

TE HOIERE / PELORUS RIVER AND ITS TRIBUTARIES

(As shown on Deed Plan OTS-069-48)

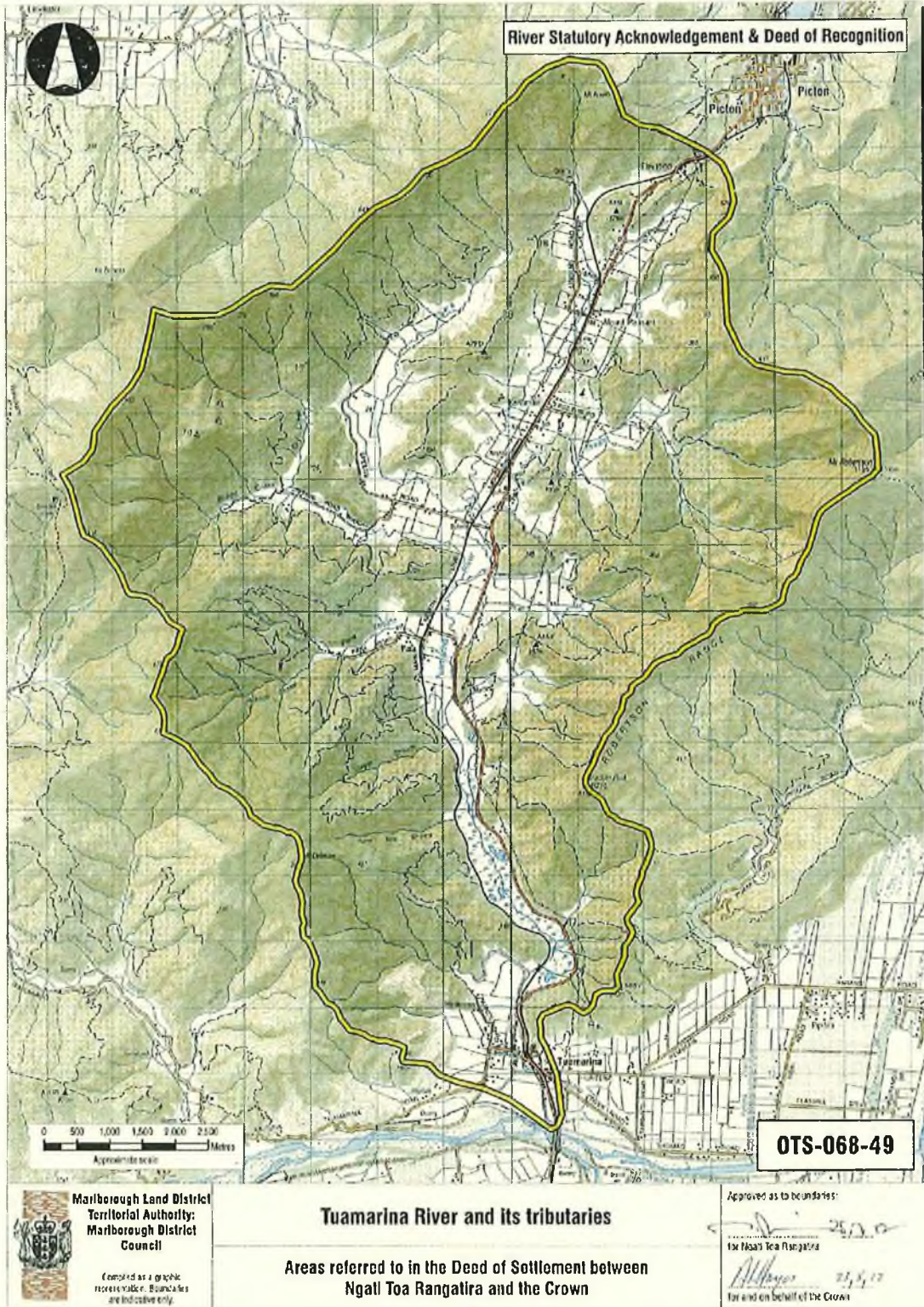


NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.3: STATUTORY AREAS

TUAMARINA RIVER AND ITS TRIBUTARIES

(As shown on Deed Plan OTS-068-49)



NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.3: STATUTORY AREAS

BULLER RIVER AND ITS TRIBUTARIES (NORTHERN PORTION)

(As shown on Deed Plan OTS-068-50)

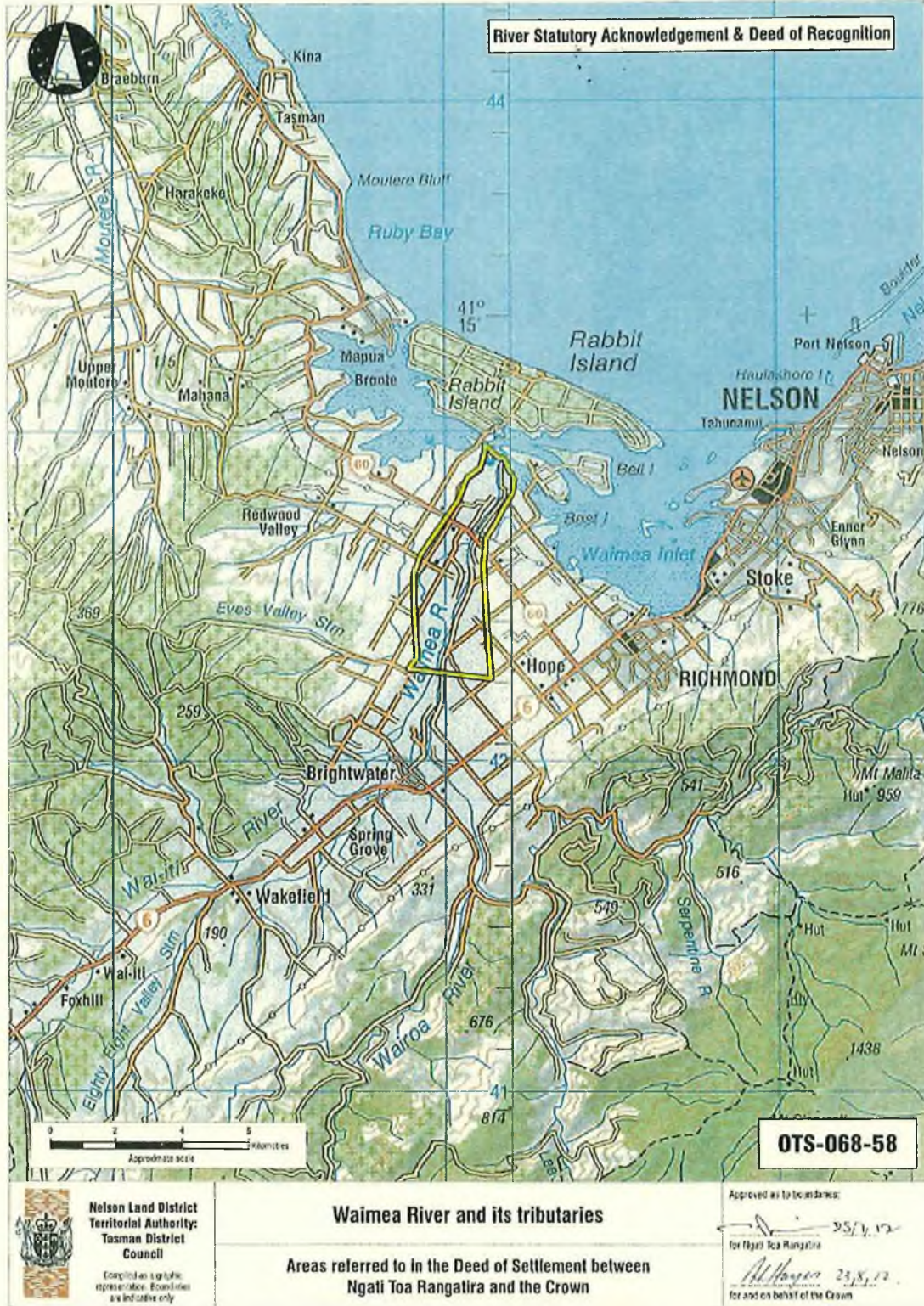


NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.3: STATUTORY AREAS

WAIMEA RIVER AND ITS TRIBUTARIES

(As shown on Deed Plan OTS-068-58)

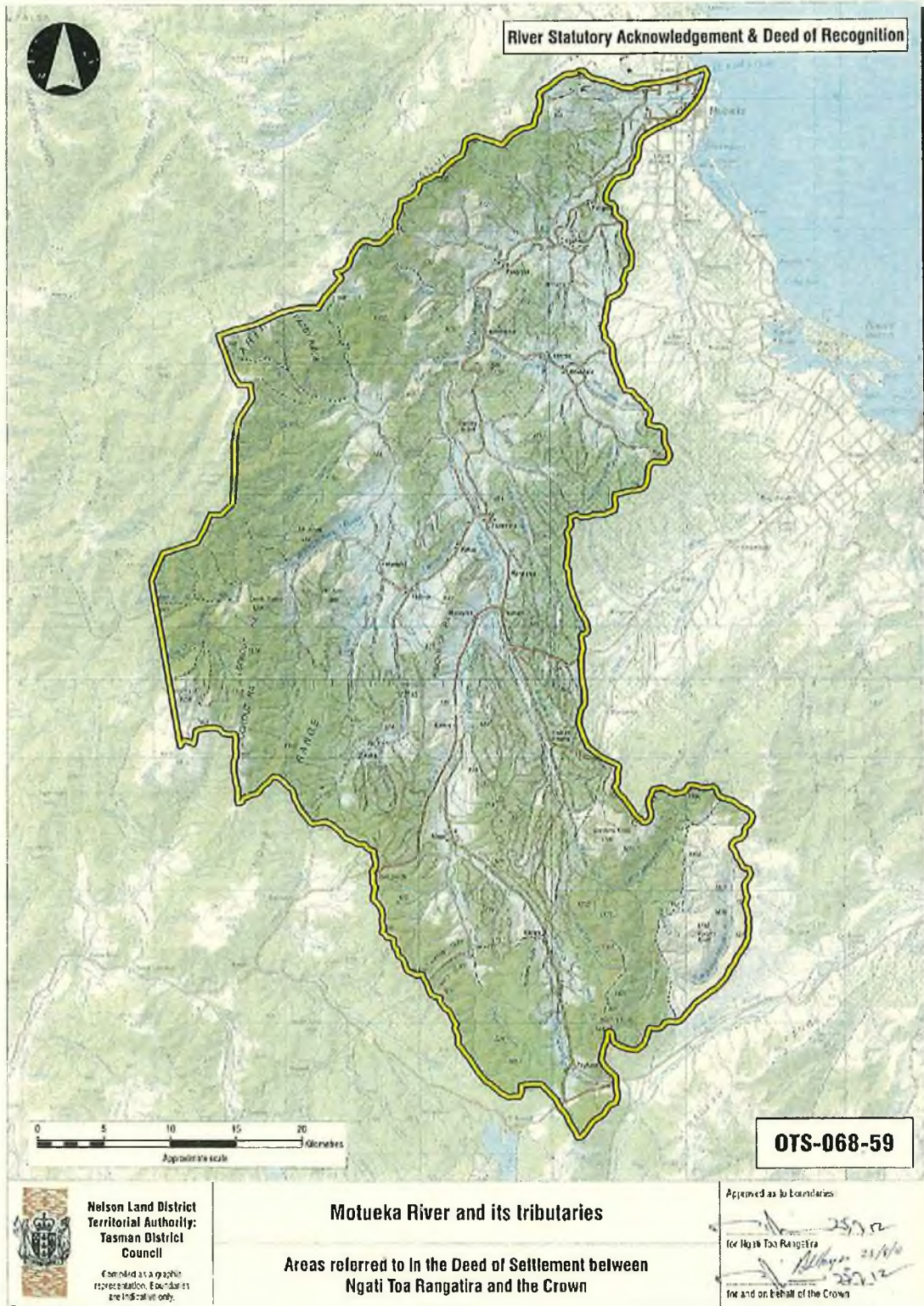


NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.3: STATUTORY AREAS

MOTUEKA RIVER AND ITS TRIBUTARIES

(As shown on Deed Plan OTS-068-59)



2.4 COASTAL STATUTORY AREAS

NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.4: COASTAL STATUTORY AREAS

TE TAU IHU COASTAL MARINE AREA

(As shown on Deed Plan OTS-068-70)]

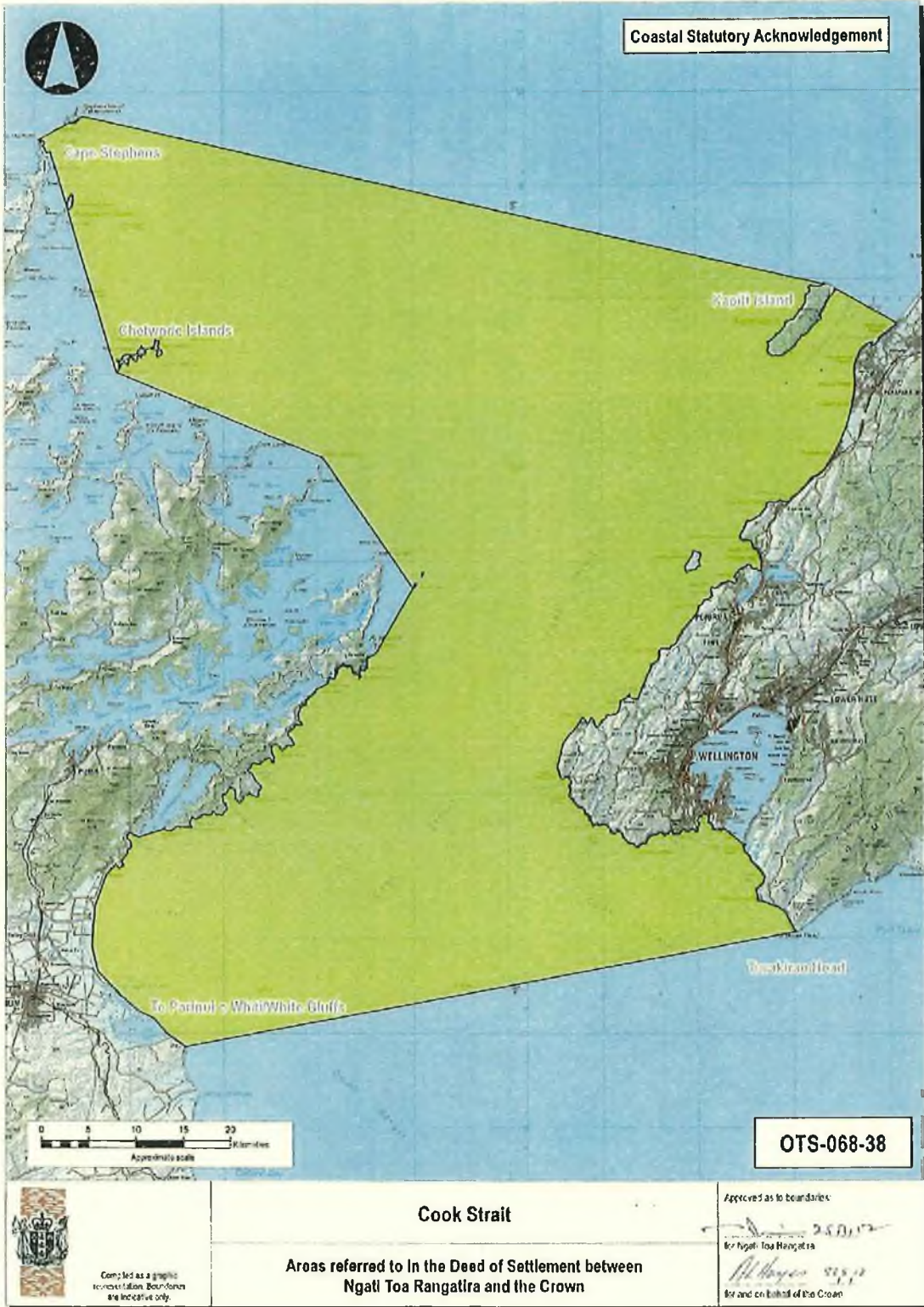


NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.4: COASTAL STATUTORY AREAS

COOK STRAIT

(As shown on Deed Plan OTS-068-38)

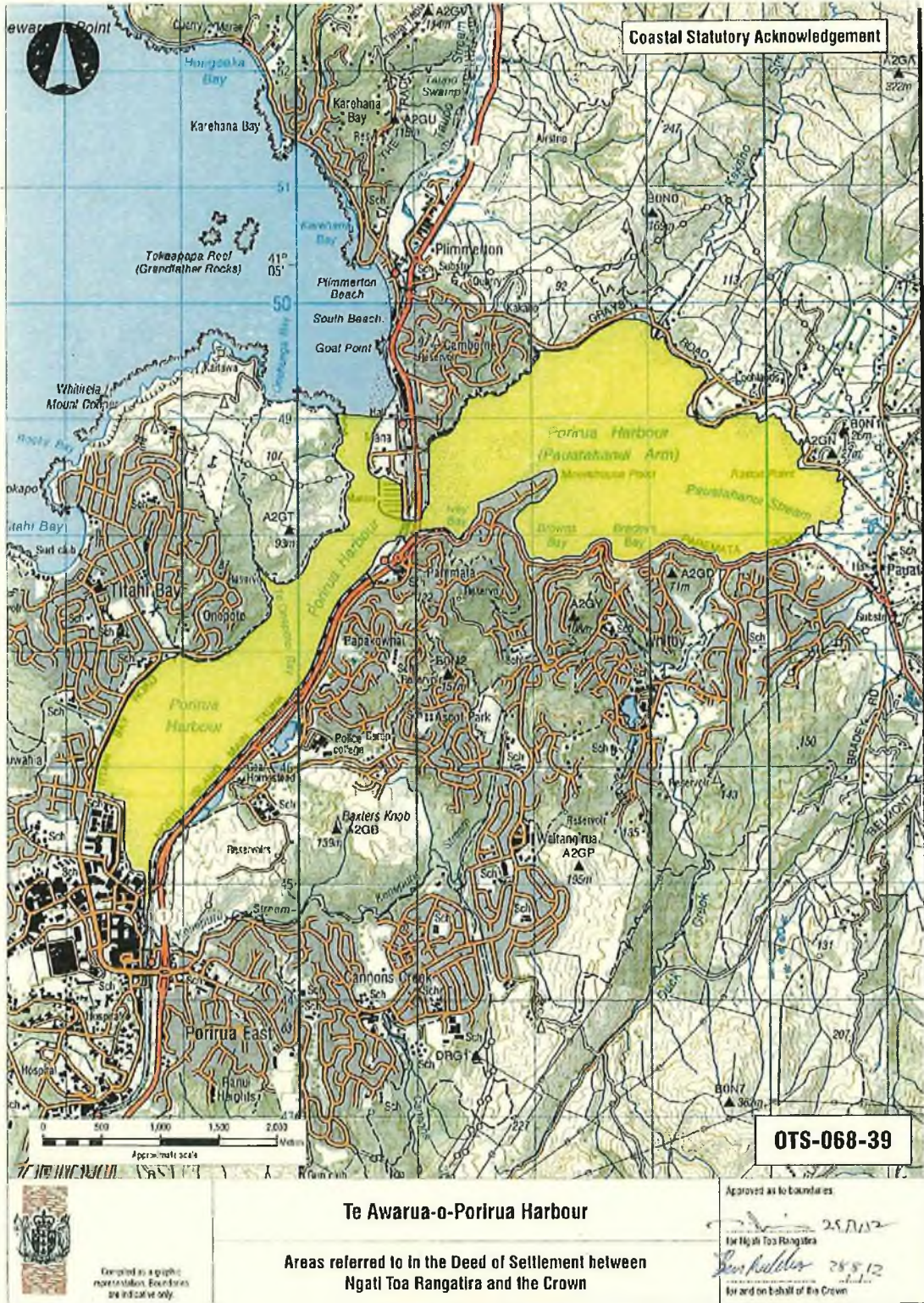


NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.4: COASTAL STATUTORY AREAS

TE AWARUA-O-PORIRUA HARBOUR

(As shown on Deed Plan OTS-068-39)



Te Awarua-o-Porirua Harbour

Areas referred to in the Deed of Settlement between
Ngati Toa Rangatira and the Crown

Approved as to boundaries

25/11/12
for Ngati Toa Rangatira
[Signature]
for and on behalf of the Crown



Compiled as a graphic
representation. Boundaries
are indicative only.

NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.4: COASTAL STATUTORY AREAS

WELLINGTON HARBOUR (PORT NICHOLSON)

(As shown on Deed Plan OTS-068-40)



NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.4: COASTAL STATUTORY AREAS

THOMS ROCK / TOKAHAERE

(As shown on Deed Plan OTS-068-41)



NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.4: COASTAL STATUTORY AREAS

KAPUKAPUARIKI ROCKS

(As shown on Deed Plan OTS-068-42)



NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.4: COASTAL STATUTORY AREAS

TOKA-A-PAPA REEF

(As shown on Deed Plan OTS-068-43)

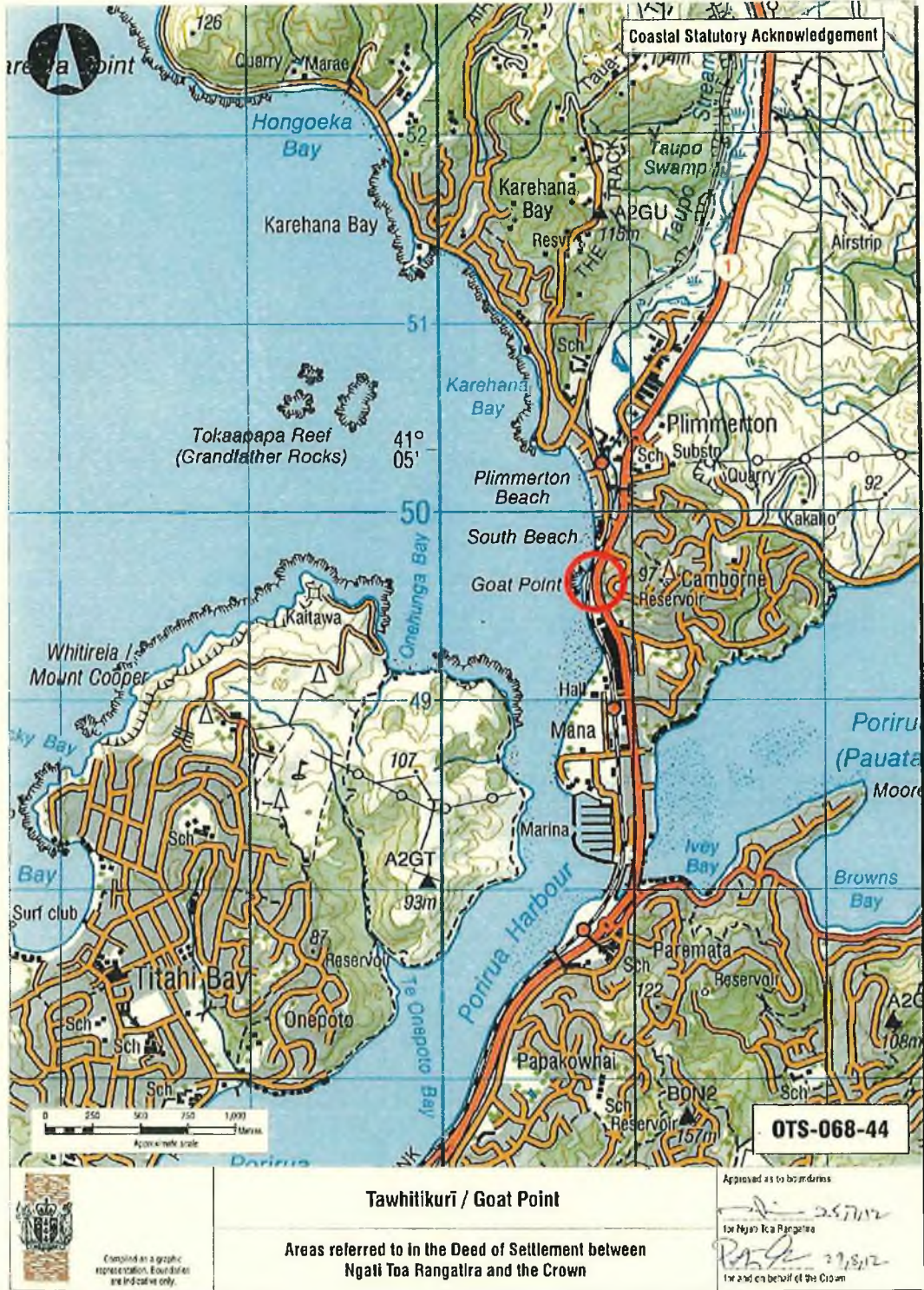


**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

2.4: COASTAL STATUTORY AREAS

TAWHITIKURĪ / GOAT POINT

(As shown on Deed Plan OTS-068-44)



2.5 CULTURAL REDRESS PROPERTIES

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

2.5: CULTURAL REDRESS PROPERTIES

These deed plans indicate the general location of the relevant properties but are for information purposes only and do not show their precise boundaries. The legal description of each cultural redress property shown is set out in schedule 3 of the draft settlement bill.

NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.5: CULTURAL REDRESS PROPERTIES

AKATARAWA ROAD CONSERVATION AREA

(As shown on Deed Plan OTS-068-05)



NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.5: CULTURAL REDRESS PROPERTIES

FORMER TUAMARINA SCHOOL HOUSE

(As shown on Deed Plan OTS-068-19)



NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.5: CULTURAL REDRESS PROPERTIES

RARANGI (NGATI TOA RANGATIRA)

(As shown on Deed Plan OTS-068-09);



NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.5: CULTURAL REDRESS PROPERTIES

RANGIHAEATA

(As shown on Deed Plan OTS-068-63)



NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.5: CULTURAL REDRESS PROPERTIES

PELORUS BRIDGE

(As shown on Deed Plan OTS-068-13)



Marlborough Land District
Territorial Authority:
Marlborough District Council

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Pelorus Bridge

**Areas referred to in the Deed of Settlement between
Ngati Toa Rangatira and the Crown**

Approved as to boundaries:

[Signature]
for Ngati Toa Rangatira

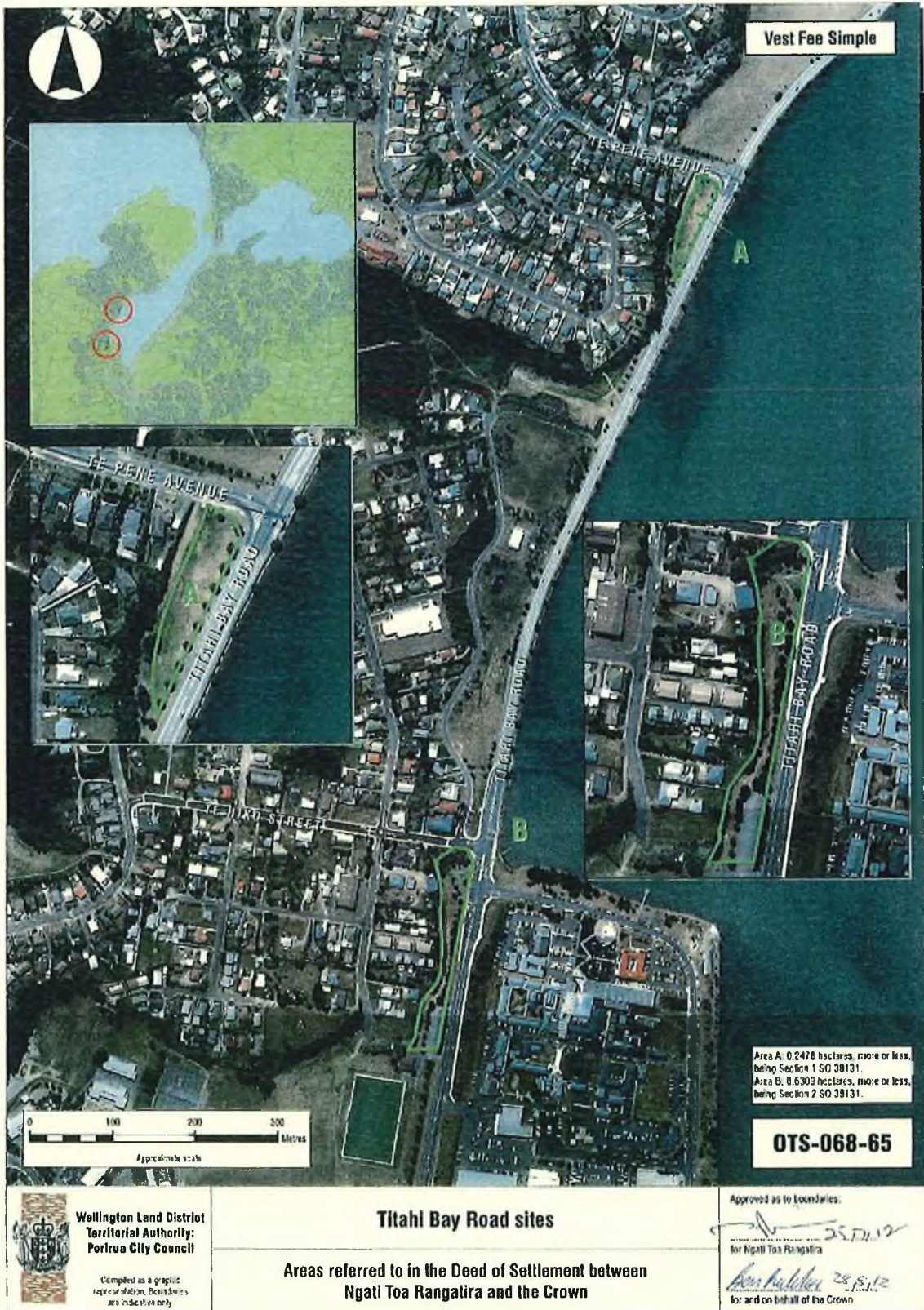
[Signature]
for and on behalf of the Crown

NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.5: CULTURAL REDRESS PROPERTIES

TITAHI BAY ROAD SITES A AND B

(As shown on Deed Plan OTS-068-65)



NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.5: CULTURAL REDRESS PROPERTIES

WAIKUTAKUTA / ROBIN HOOD BAY

(As shown on Deed Plan OTS-068-10)



NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.5: CULTURAL REDRESS PROPERTIES

ELAINE BAY

(As shown on Deed Plan OTS-068-12)



NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.5: CULTURAL REDRESS PROPERTIES

TE MANA A KUPE

(As shown on Deed Plan OTS-068-02)

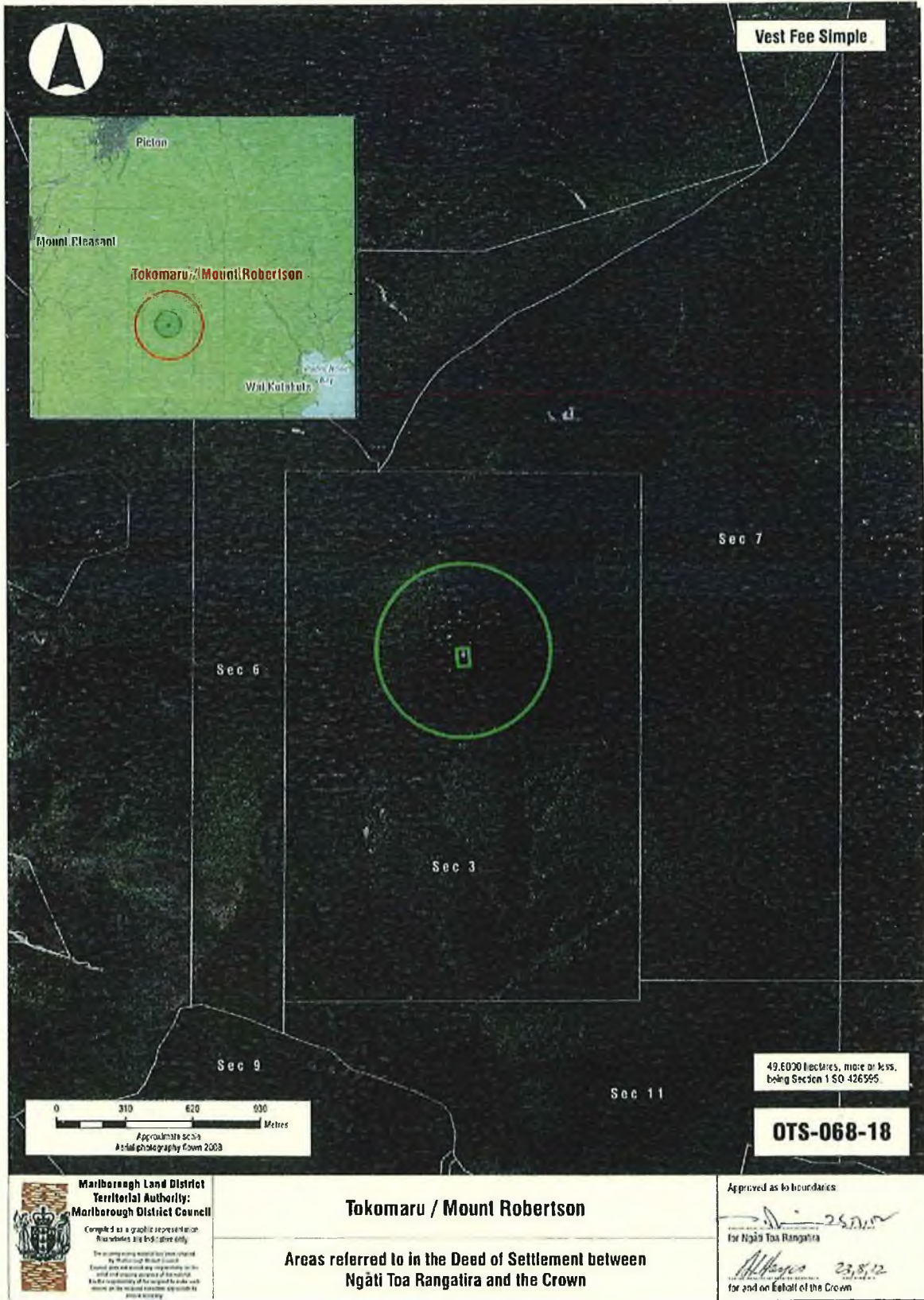


NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.5: CULTURAL REDRESS PROPERTIES

TOKOMARU / MOUNT ROBERTSON

(As shown on Deed Plan OTS-068-18)

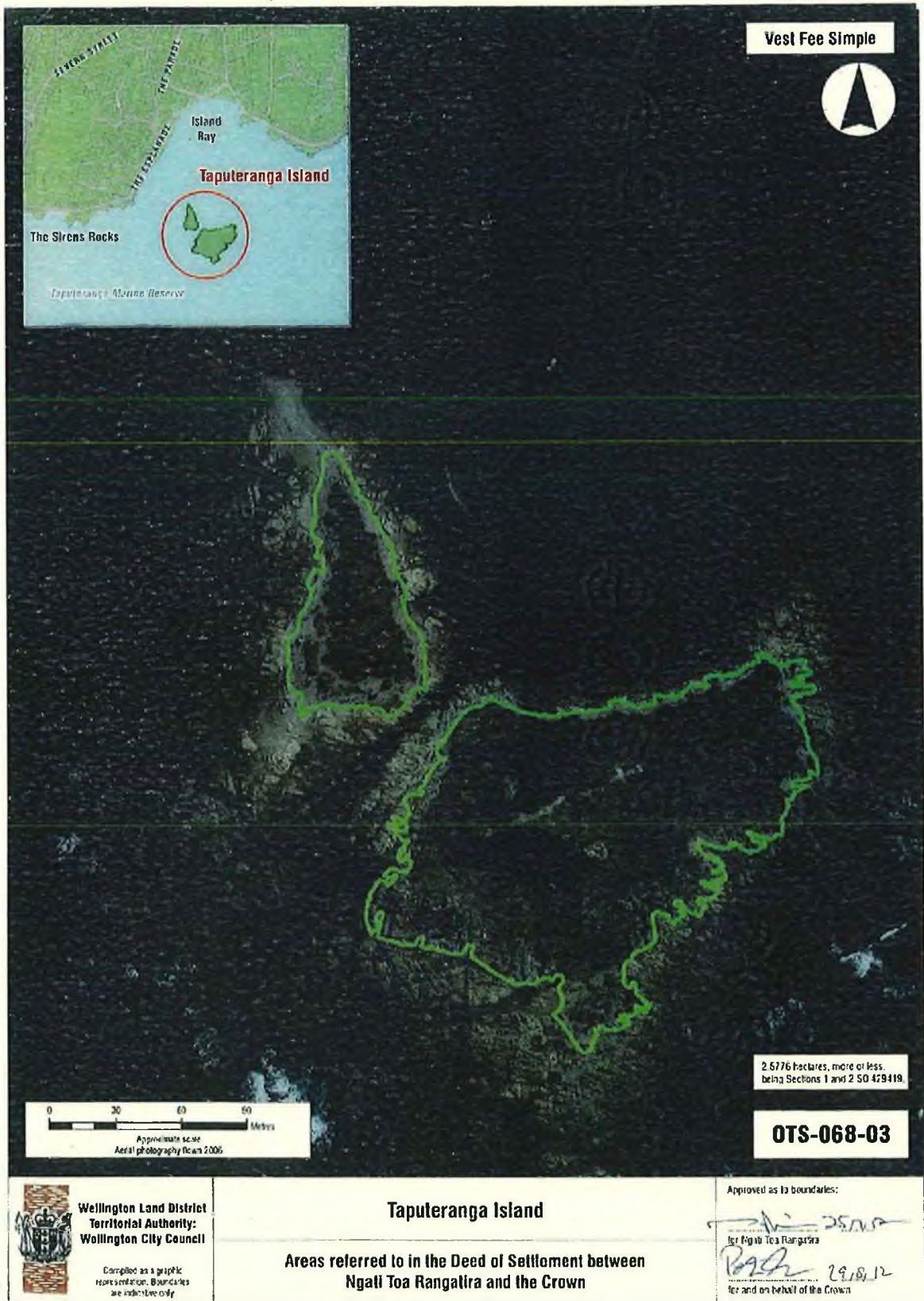


NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.5: CULTURAL REDRESS PROPERTIES

TAPUTERANGA ISLAND

(As shown on Deed Plan OTS-068-03)



NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.5: CULTURAL REDRESS PROPERTIES

ONEHUNGA BAY SHOWN AS SITES A AND B

(As shown on Deed Plan OTS-068-04)

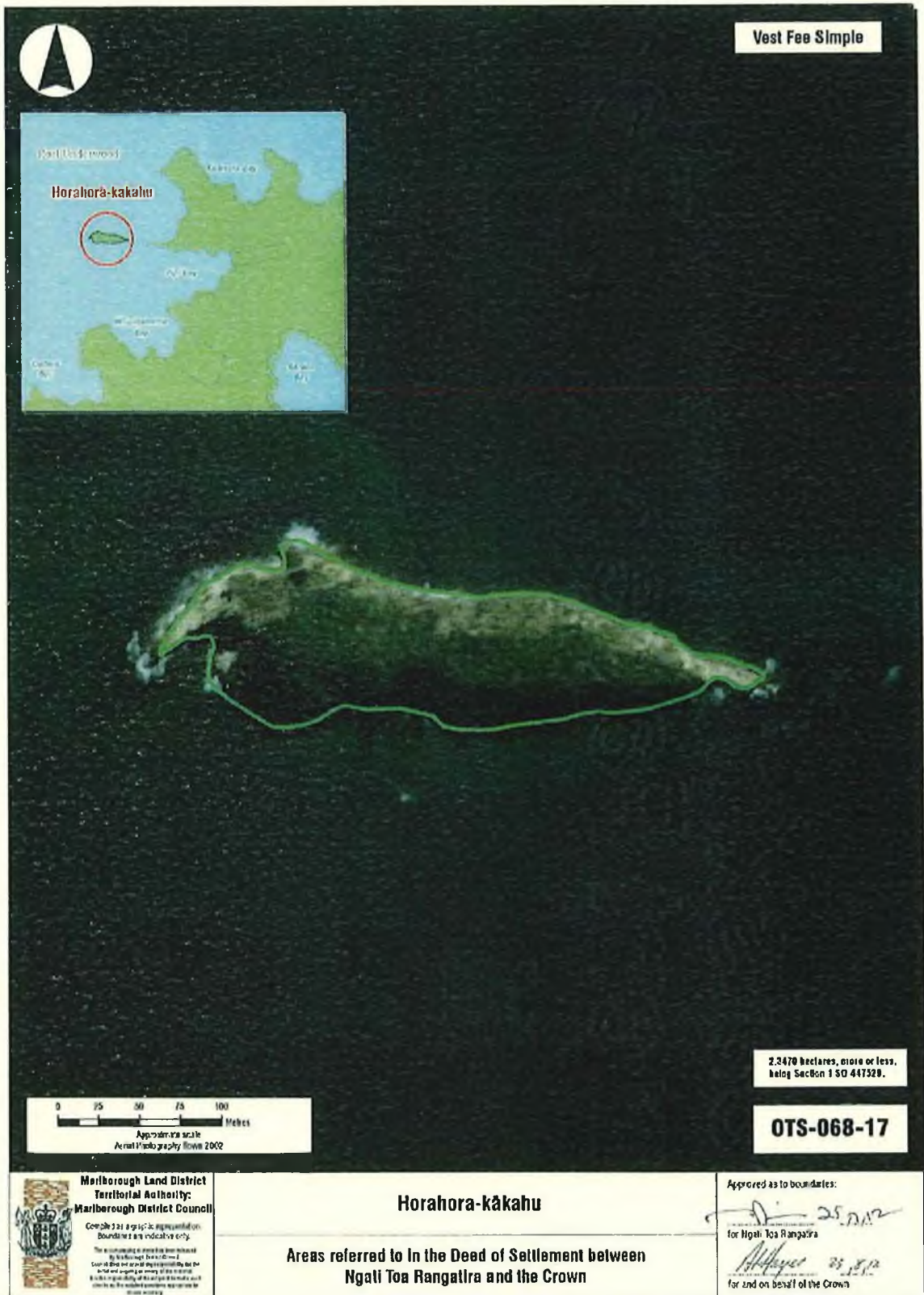


NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.5: CULTURAL REDRESS PROPERTIES

HORAHORA-KĀKAHU

(As shown on Deed Plan OTS-068-17)



NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.5: CULTURAL REDRESS PROPERTIES

WHITIANGA SITE

(As shown on Deed Plan OTS-068-66)



NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.5: CULTURAL REDRESS PROPERTIES

TE ARAI O WAIRAU

(As shown on Deed Plan OTS-068-52)



NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.5: CULTURAL REDRESS PROPERTIES

WAINUI

(As shown on Deed Plan OTS-068-06)



NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.5: CULTURAL REDRESS PROPERTIES

TE ONEPOTO BAY

(As shown on Deed Plan OTS-068-07)



© 2015 GeoBris, more or less, being
Lot 166 of 32915.

OTS-068-07



Wellington Land District
Territorial Authority:
Porirua City Council

Compiled as a graphic
representation. You can only
see what we see.

Te Onepoto Bay

Areas referred to in the Deed of Settlement between
Ngati Toa Rangatira and the Crown

Approved as to boundaries

[Signature] 2015
for Ngati Toa Rangatira

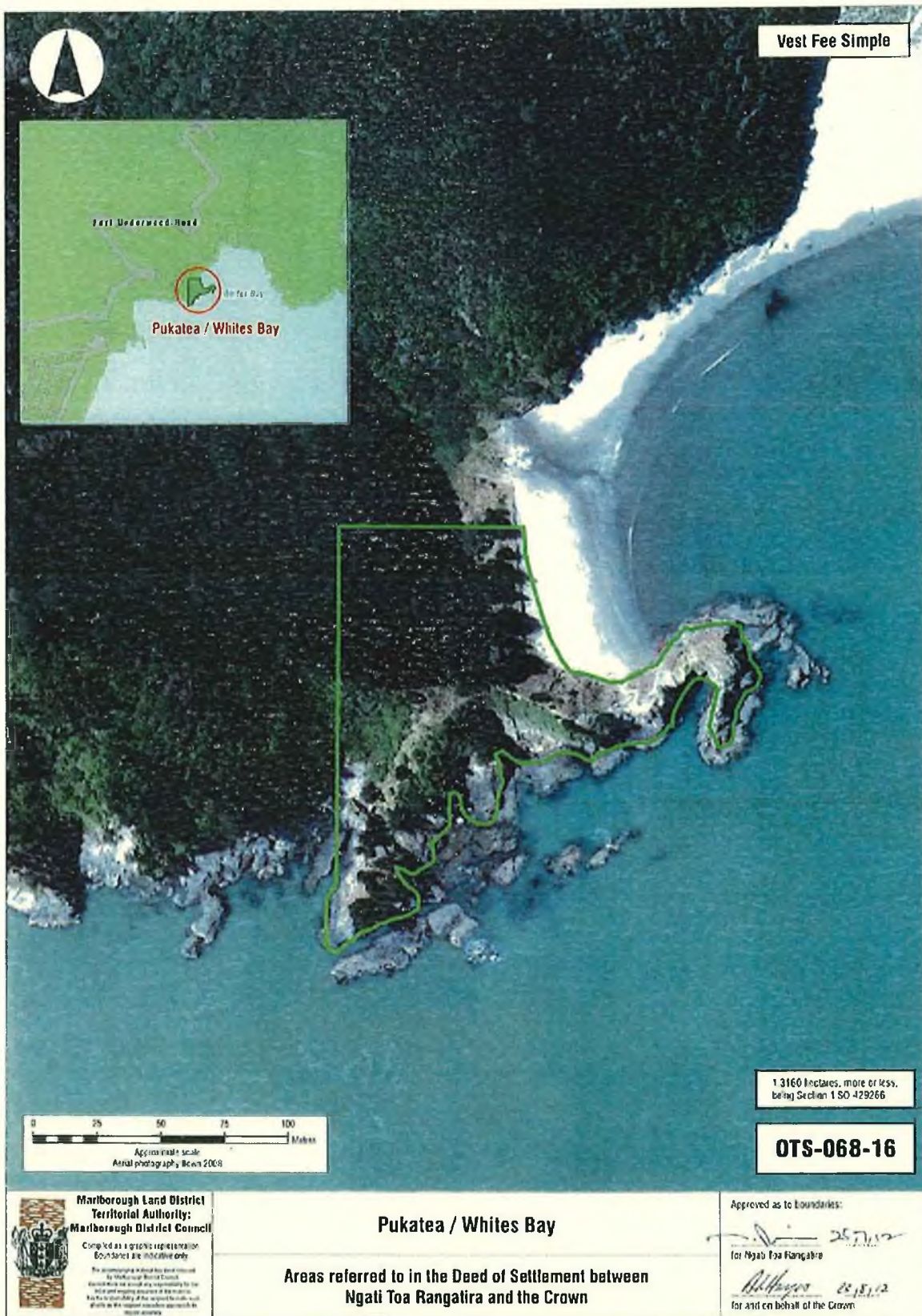
[Signature] 2015
for and on behalf of the Crown

NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.5: CULTURAL REDRESS PROPERTIES

PUKATEA / WHITES BAY

(As shown on Deed Plan OTS-068-16)



NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.5: CULTURAL REDRESS PROPERTIES

TAUPO URUPA

(As shown on Deed Plan OTS-068-64)



Wellington Land District
Territorial Authority:
Porirua City Council

Consolidated graphic
representation. Boundaries
are indicative only.

Taupo urupa

Areas referred to in the Deed of Settlement between
Ngati Toa Rangatira and the Crown

Approved as to boundaries.

for Ngati Toa Rangatira

[Signature] 23.8.12
for and on behalf of the Crown

NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.5: CULTURAL REDRESS PROPERTIES

WHITIREIA URUPA SHOWN AS SITE C

(As shown on Deed Plan OTS-068-04)



2.6 QUEEN ELIZABETH PARK CAMPGROUND

NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS SCHEDULE

2.6: QUEEN ELIZABETH PARK CAMPGROUND

QUEEN ELIZABETH PARK CAMPGROUND CONTROL AND MANAGE

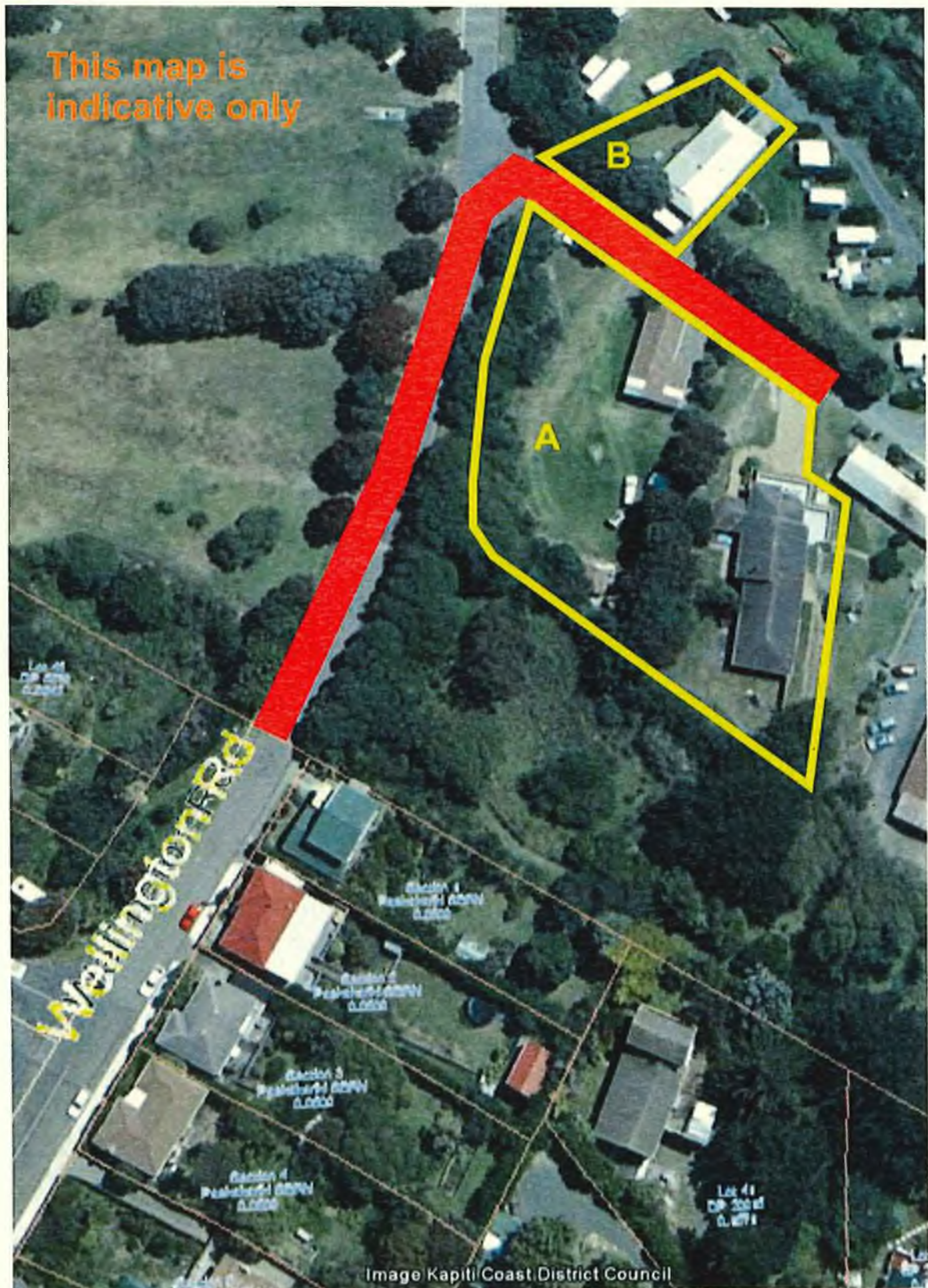
(As shown on Deed Plan OTS-068-53)



NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS SCHEDULE

2.6: QUEEN ELIZABETH PARK CAMPGROUND

QUEEN ELIZABETH PARK CARETAKERS RESIDENCE AND OFFICE BLOCK



**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS SCHEDULE**

2.7 KAPITI ISLAND

NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.7: KAPITI ISLAND

KAPITI ISLAND SITE

(As shown on Deed Plan OTS-068-01)



NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.7: KAPITI ISLAND

KAPITI ISLAND NATURE RESERVE SITE

(As shown on Deed Plan OTS-068-71)

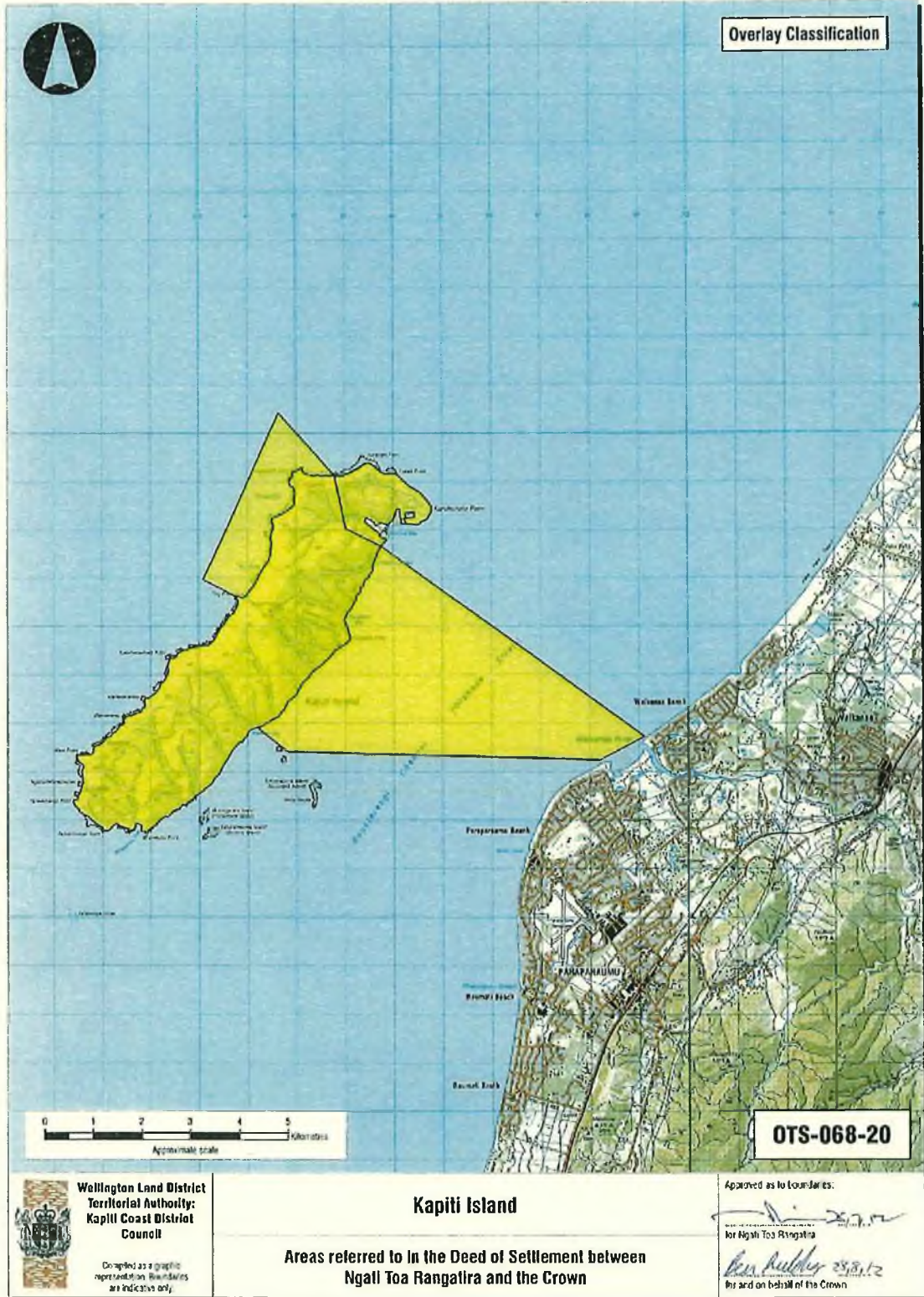


NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.7: KAPITI ISLAND

KAPITI ISLAND

(As shown on Deed Plan OTS-068-20)



2.7: KAPITI ISLAND

RIGHT OF ACCESS TO KAPITI ISLAND SITE



2.8 VESTING AND GIFT BACK OF BALANCE OF MANA ISLAND

NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.8: VESTING AND GIFT BACK OF BALANCE OF MANA ISLAND

VESTING AND GIFT BACK OF BALANCE OF MANA ISLAND

(As shown on Deed Plan SO 445976)



**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

2.9 SPECIFIED AREA RFR LAND

NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

2.9: SPECIFIED AREA RFR LAND



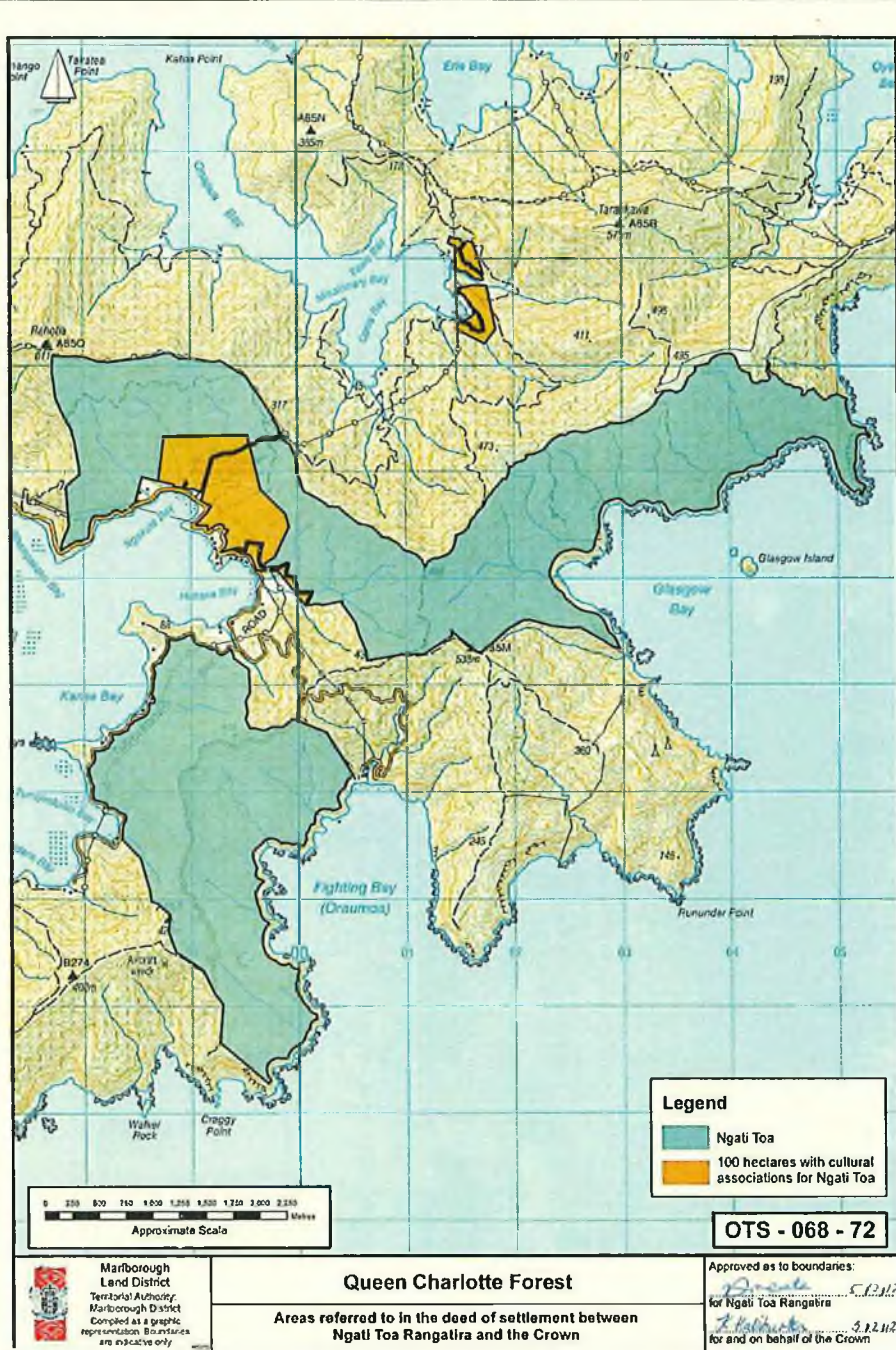
3. LICENSED LAND PROPERTY

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

3: LICENSED LAND PROPERTY

QUEEN CHARLOTTE FOREST

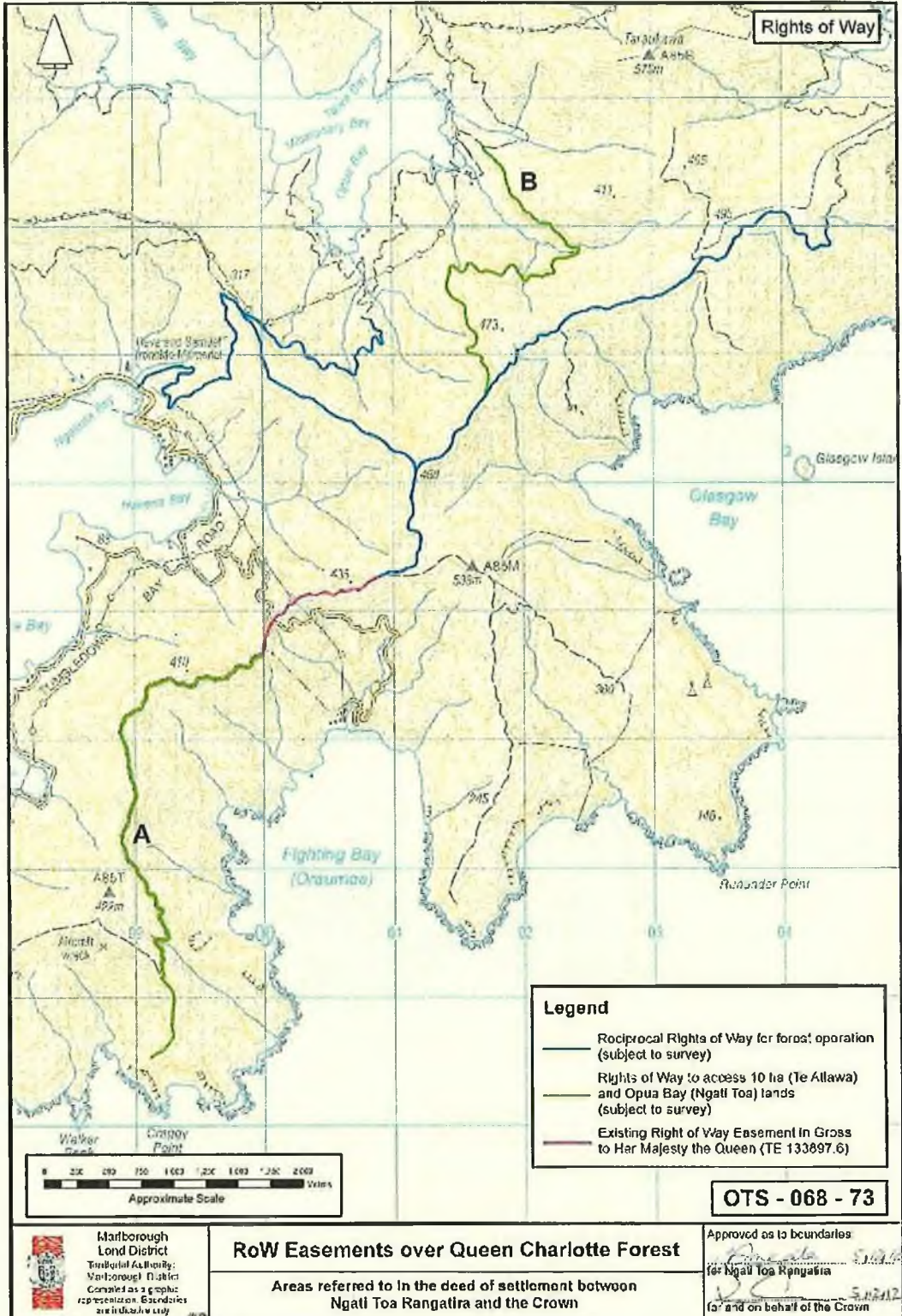
(As shown on Deed Plan OTS-068-72)



**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

3: LICENSED LAND PROPERTY

**RoW EASEMENTS OVER QUEEN CHARLOTTE FOREST
(As shown on Deed Plan OTS-068-73)**



4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Table 1

Land Holding Agency	Land Information New Zealand	
Property Name	Address	Legal Description - All Wellington Land District
LIPS 12330	435 Hutt Road Ngauranga Wellington	0.1024 hectares, approximately, being Part Section 1 Harbour District. Part GN. 996140. Subject to survey. 0.0135 hectares, approximately, being Part Section 1 Harbour District. All Proclamation 1855. Subject to survey.
LIPS 11942	Mungavin Avenue Porirua Wellington	0.0065 hectares, approximately, being Parts Lot 157 DP 16552 and Part Lot 1 DP 17687. Balance Proclamation K39144. Subject to survey.
LIPS 11907	Marne Grove Porirua	0.0066 hectares, more or less, being Lot 84 DP 30816. All GN. 867771.
LIPS 11899	Hartham Place Porirua	0.0041 hectares, approximately, being Part Lot 5 DP 26772. Part GN 618019. Subject to survey.

Table 2

Land Holding Agency	Department of Conservation	
Property Name	Address	Legal Description - All Wellington Land District
Queen Elizabeth Park Local Purpose (Camping Ground) Reserve Note: this is the "campground site" referred to in clause 5.57 of the deed and section 157 of the draft bill	Wellington Road, Paekakariki	4.0640 hectares, approximately, being Part Section 2 SO 446259. Part Computer Freehold Register 453989. Subject to survey.
Whitireia Park		15.1500 hectares, more or less, being Section 40 Block VIII Paekakariki Survey District. All Gazette 1981 page 501. 0.0819 hectares, more or less, being Lot 72 DP 11522. All Gazette 1986 page 1901. 0.0966 hectares, more or less, being Lot 73 DP 11522. All Computer Freehold Register WN466/179. 2.6423 hectares, more or less, being Lot 40 DP 43619 and Lot 167 DP 32215. Part Computer Freehold Register WN24A/47.

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency	Department of Conservation	
Property Name	Address	Legal Description - All Wellington Land District
Part of Whitireia Park	Moult Street, Porirua Linked to part of Whitireia Park	0.0008 hectares, more or less, being Lots 26 and 27 DP 42707. All Gazette 1989 Page 5684.
Colonial Knob Scenic Reserve		2.2286 hectares, more or less, being Lots 1 and 3 DP 52896. All Transfer 554940.1. 127.4700 hectares, more or less, being Section 155 Ohariu District. All Gazette 1990 page 3432.
Trentham Scenic Reserve		29.9568 hectares, more or less being Lot 1 DP 22606. Balance GN. 610060. Subject to survey. 8.4984 hectares, more or less, being Part section 212 Hutt District. All Computer Freehold Register WN348/203.
Pukerua Bay Scientific Reserve		12.3170 hectares, more or less, being Lot 1 DP 60224. All Computer Freehold Register WN48D/674.
Akatarawa Road Conservation Area		9.200 hectares, more or less, being Part Section 174 Hutt District. Balance Computer Freehold Register WN348/258.
Mackays Crossing Wildlife Reserve		9.2104 hectares, more or less, being Lot 1 DP 52615 and Section 101 Block II Paekakariki Survey District. All GN. B012771.1.
Pauatahanui Wildlife Reserve		42.2319 hectares, more or less, being Sections 1, 2, 3, 7 and 8 Block IX Paekakariki Survey District, and Lot 8 DP 17176. All GN. 523179. 1.6017 hectares, more or less, being Part Lot 2 DP 75786. Balance Computer Freehold Register WN45C/513. 0.4047 hectares, more or less, being Section 116 Block IX Paekakariki Survey District. All Computer Freehold Register WND2/1261. 0.6814 hectares, more or less, being Sections 5 and 6 Block IX Paekakariki Survey District. All Gazette 1954 page 1046. 1.1214 hectares, more or less, being Lots 5 and 6 DP 52599. Part GN. B.511347.1.
Sinclair Head Scientific Reserve	Owhiro Bay Road	0.6240 hectares, more or less, being Section 101 Terawhiti District. All Gazette 1983 page 272.
Red Rocks Scientific Reserve	Owhiro Bay Road	0.5235 hectares, more or less, being Section 99 Terawhiti District. All Gazette 1984 page 1694.
Shelley Street Conservation area		0.1534 hectares, more or less, being Lots 34 and 35 DP 25036. SO 35054.

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency	Department of Conservation	
Property Name	Address	Legal Description - All Wellington Land District
Raiha Street Conservation Area		5.5301 hectares, more or less, being Part Section 4 Block I Belmont Survey District, Section 74 SO 24946 and Lots 3 and 4 DP 49100. All Computer Freehold Register WN51D/270.
Moorehouse Conservation area		0.0147 hectares, more or less, being Lot 6 DP 23602.

Table 3

Land Holding Agency	Radio New Zealand	
Property Name	Address	Legal Description - All Wellington Land District
Whitireia Radio New Zealand Park	Porirua	36.4140 hectares, more or less, being Lot 36-39 DP 25036, Lot 5 DP 29446 and Part Lot 1 DP 10900. All Computer Freehold Register WN26B/990. 16.9048 hectares, more or less, being Parts Section 186 Porirua District and Lot 6 DP 29446. All Computer Freehold Register WN8B/1004.

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

This list is current at the date of writing and is subject to change

Table 4

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2656980	LOWER HUTT	Lot 1 DP 15342	WN51A/126
2655310	LOWER HUTT	Lot 1 DP 15659	WN51C/284
2679350	LOWER HUTT	Lot 1 DP 17074	WN49D/141
2691600	LOWER HUTT	Lot 1 DP 18341	WN49D/709
2610770	LOWER HUTT	Lot 1 DP 18349	WN51C/712
2652780	LOWER HUTT	Lot 1 DP 18630	WN49D/497
2599380	LOWER HUTT	Lot 1 DP 19041	WN50C/518
2615200	LOWER HUTT	Lot 1 DP 19435	WN49B/384
2657920	LOWER HUTT	Lot 1 DP 20136	WN51A/117
2626780	LOWER HUTT	Lot 1 DP 20402	WN51A/921
2592770	LOWER HUTT	Lot 1 DP 20758	WN51C/769
2651460	LOWER HUTT	Lot 1 DP 20931	WN51A/965
2612780	LOWER HUTT	Lot 1 DP 21381	WN51A/543
2618100	LOWER HUTT	Lot 1 DP 21395	WN51C/710
2655410	LOWER HUTT	Lot 1 DP 21634	WN51C/288
2593810	LOWER HUTT	Lot 1 DP 21810	WN50A/706
2615490	LOWER HUTT	Lot 1 DP 22101	WN49B/385
2638580	LOWER HUTT	Lot 1 DP 22103	WN47D/554
2580680	LOWER HUTT	Lot 1 DP 22247	WN51C/296
2577090	LOWER HUTT	Lot 1 DP 22508	WN48C/630
2572560	LOWER HUTT	Lot 1 DP 22509	WN47D/273
2593400	LOWER HUTT	Lot 1 DP 22680	WN51C/560
2639590	LOWER HUTT	Lot 1 DP 22701	WN52D/117
2725480	LOWER HUTT	Lot 1 DP 22797	WN50C/932
2589080	LOWER HUTT	Lot 1 DP 23090	WN50C/126
2647900	LOWER HUTT	Lot 1 DP 23097	WN51A/131
2601560	LOWER HUTT	Lot 1 DP 23187	WN50A/782
2608180	LOWER HUTT	Lot 1 DP 23705	WN51C/546
2623830	LOWER HUTT	Lot 1 DP 24018	WN50C/525
2623990	LOWER HUTT	Lot 1 DP 24076	WN51C/364
2674580	LOWER HUTT	Lot 1 DP 24130	WN51C/949
2955220	LOWER HUTT	Lot 1 DP 24187	WND4/1294
2604730	LOWER HUTT	Lot 1 DP 24209	WN51C/725
2586260	LOWER HUTT	Lot 1 DP 24338	WN50C/555
2609480	LOWER HUTT	Lot 1 DP 24402	WN51C/554
2571900	LOWER HUTT	Lot 1 DP 24456	WN47D/201
2631650	LOWER HUTT	Lot 1 DP 24458	WN50C/784
2663330	LOWER HUTT	Lot 1 DP 24482	WN50A/756
2601080	LOWER HUTT	Lot 1 DP 24588	WN50A/694
2600620	LOWER HUTT	Lot 1 DP 24618	WNB3/995
2651930	LOWER HUTT	Lot 1 DP 24678	WN51C/689
2665710	LOWER HUTT	Lot 1 DP 25541	WN51C/950
2572600	LOWER HUTT	Lot 1 DP 25797	WN47D/263
2578110	LOWER HUTT	Lot 1 DP 25931	WN46C/965
2725580	LOWER HUTT	Lot 1 DP 26353	WN48C/3
2613940	LOWER HUTT	Lot 1 DP 26652	WN49D/165
2585900	LOWER HUTT	Lot 1 DP 26656	WND3/1403
2612930	LOWER HUTT	Lot 1 DP 26747	WND3/1129
2721950	LOWER HUTT	Lot 1 DP 27475	WNE3/928

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2629550	LOWER HUTT	Lot 1 DP 28057	WN5C/197
2802080	LOWER HUTT	Lot 1 DP 28341	WNF3/808
2610080	LOWER HUTT	Lot 1 DP 30919	WN49D/826
4000189	LOWER HUTT	Lot 1 DP 31759 and Lot 2 DP 24847	WN8C/49
2647200	LOWER HUTT	Lot 1 DP 325780	104031
2647070	LOWER HUTT	Lot 1 DP 332924	134790
2573810	LOWER HUTT	Lot 1 DP 335570	145680
2572770	LOWER HUTT	Lot 1 DP 338595	158927
2787400	LOWER HUTT	Lot 1 DP 42088	WN50C/676
2653340	LOWER HUTT	Lot 1 DP 43099	WN51D/98
2793800	LOWER HUTT	Lot 1 DP 44532	WN51A/894
2647050	LOWER HUTT	Lot 1 DP 44912	WN49B/134
4002870	LOWER HUTT	Lot 1 DP 52975	WN24A/219
2574630	LOWER HUTT	Lot 1 DP 54651	WN47D/280
2551510	LOWER HUTT	Lot 1 DP 71885	WN39C/777
2958950	LOWER HUTT	Lot 1 DP 80905	WN47B/917
2625120	LOWER HUTT	Lot 1 DP 80981	WN47C/115
2600090	LOWER HUTT	Lot 1 DP 80982	WN47C/117
2643420	LOWER HUTT	Lot 1 DP 81105	WN47C/403
2647730	LOWER HUTT	Lot 1 DP 81213	WN47C/726
2603090	LOWER HUTT	Lot 1 DP 81309	WN48A/81
2605610	LOWER HUTT	Lot 1 DP 81402	WN48A/25
2607230	LOWER HUTT	Lot 1 DP 81649	WN48B/121
2958930	LOWER HUTT	Lot 1 DP 81694	WN48B/245
2610320	LOWER HUTT	Lot 1 DP 81695	WN48B/247
2585090	LOWER HUTT	Lot 1 DP 82350	WN49A/11
2958280	LOWER HUTT	Lot 1 DP 82914	WN49C/416
2640370	LOWER HUTT	Lot 1 DP 82947	WN49C/509
2643460	LOWER HUTT	Lot 1 DP 83041	WN49C/768
2564440	LOWER HUTT	Lot 1 DP 83158	WN50B/176
2564880	LOWER HUTT	Lot 1 DP 83159	WN50B/178
2591110	LOWER HUTT	Lot 1 DP 83180	WN50B/263
2597940	LOWER HUTT	Lot 1 DP 83621	WN50D/332
2608080	LOWER HUTT	Lot 1 DP 83745	WN50D/642
2619570	LOWER HUTT	Lot 1 DP 83750	WN50D/651
2662730	LOWER HUTT	Lot 1 DP 83775	WN50D/708
2633530	LOWER HUTT	Lot 1 DP 84145	WN51B/720
6000360	LOWER HUTT	Lot 1 DP 84158	WN51B/774
2593750	LOWER HUTT	Lot 1 DP 84200	WN51B/881
2591220	LOWER HUTT	Lot 1 DP 84259	WN52A/18
2585980	LOWER HUTT	Lot 1 DP 84384	WN49C/209
2553990	LOWER HUTT	Lot 1 DP 84409	WN52A/361
2587970	LOWER HUTT	Lot 1 DP 84462	WN52A/474
2572010	LOWER HUTT	Lot 1 DP 84480	WN52A/509
2582640	LOWER HUTT	Lot 1 DP 84544	WN52A/784
6001224	LOWER HUTT	Lot 1 DP 84576	WN52A/848
2615000	LOWER HUTT	Lot 1 DP 84590	WN52A/917
2584760	LOWER HUTT	Lot 1 DP 84597	WN52A/932
2647610	LOWER HUTT	Lot 1 DP 84632	WN52B/69
2587600	LOWER HUTT	Lot 1 DP 84640	WN52B/88
2576960	LOWER HUTT	Lot 1 DP 84656	WN52B/151

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2586100	LOWER HUTT	Lot 1 DP 84667	WN52B/173
2797870	LOWER HUTT	Lot 1 DP 84668	WN52B/175
2625400	LOWER HUTT	Lot 1 DP 84685	WN52B/206
2591120	LOWER HUTT	Lot 1 DP 84696	WN52B/244
2666200	LOWER HUTT	Lot 1 DP 84721	WN52B/326
2658040	LOWER HUTT	Lot 1 DP 84761	WN52B/394
2646260	LOWER HUTT	Lot 1 DP 84763	WN52B/398
2624920	LOWER HUTT	Lot 1 DP 84798	WN52B/504
2576780	LOWER HUTT	Lot 1 DP 84807	WN52B/521
2586200	LOWER HUTT	Lot 1 DP 84823	WN52B/548
2503650	LOWER HUTT	Lot 1 DP 84831	WN52B/562
2582540	LOWER HUTT	Lot 1 DP 84862	WN52B/636
2587570	LOWER HUTT	Lot 1 DP 84879	WN52B/740
2572730	LOWER HUTT	Lot 1 DP 84887	WN52C/80
2572680	LOWER HUTT	Lot 1 DP 84888	WN52C/82
2572650	LOWER HUTT	Lot 1 DP 84889	WN52C/84
2640590	LOWER HUTT	Lot 1 DP 84891	WN52B/744
2582610	LOWER HUTT	Lot 1 DP 84913	WN52B/817
2599850	LOWER HUTT	Lot 1 DP 84927	WN52B/862
2584060	LOWER HUTT	Lot 1 DP 84945	WN52B/901
2597610	LOWER HUTT	Lot 1 DP 84946	WN52B/903
2585070	LOWER HUTT	Lot 1 DP 84947	WN52B/905
2585050	LOWER HUTT	Lot 1 DP 84949	WN52B/909
2582170	LOWER HUTT	Lot 1 DP 84954	WN52B/917
2580740	LOWER HUTT	Lot 1 DP 84955	WN52B/919
2580770	LOWER HUTT	Lot 1 DP 84956	WN52B/921
2580790	LOWER HUTT	Lot 1 DP 84957	WN52B/923
2673630	LOWER HUTT	Lot 1 DP 84964	WN52B/958
2577180	LOWER HUTT	Lot 1 DP 84965	WN52B/962
2600960	LOWER HUTT	Lot 1 DP 84970	WN52B/972
2572620	LOWER HUTT	Lot 1 DP 84980	WN52C/86
2601290	LOWER HUTT	Lot 1 DP 85011	WN53A/50
2584870	LOWER HUTT	Lot 1 DP 85021	WN53A/72
2794850	LOWER HUTT	Lot 1 DP 85025	WN53A/95
2660650	LOWER HUTT	Lot 1 DP 85066	WN53A/242
2959020	LOWER HUTT	Lot 1 DP 85067	WN53A/248
2672560	LOWER HUTT	Lot 1 DP 85068	WN53A/253
2797430	LOWER HUTT	Lot 1 DP 85076	WN53A/299
2573490	LOWER HUTT	Lot 1 DP 85079	WN53A/305
2582590	LOWER HUTT	Lot 1 DP 85088	WN53A/344
1127170	LOWER HUTT	Lot 1 DP 85130	WN53A/435
2608910	LOWER HUTT	Lot 1 DP 85149	WN53A/480
2591250	LOWER HUTT	Lot 1 DP 85191	WN53A/670
2572240	LOWER HUTT	Lot 1 DP 85192	WN53A/674
2577680	LOWER HUTT	Lot 1 DP 85200	WN53A/704
2577210	LOWER HUTT	Lot 1 DP 85256	WN53A/837
2577610	LOWER HUTT	Lot 1 DP 85257	WN53A/839
2476200	LOWER HUTT	Lot 1 DP 85272	WN53A/892
2583930	LOWER HUTT	Lot 1 DP 85280	WN53A/908
2618430	LOWER HUTT	Lot 1 DP 85352	WN53B/52
2596040	LOWER HUTT	Lot 1 DP 85353	WN53B/54
2585870	LOWER HUTT	Lot 1 DP 85354	WN53B/57

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2551970	LOWER HUTT	Lot 1 DP 85417	WN53B/251
2551950	LOWER HUTT	Lot 1 DP 85418	WN53B/253
2614770	LOWER HUTT	Lot 1 DP 85431	WN53B/293
3888160	LOWER HUTT	Lot 1 DP 85479	WN53B/368
2592600	LOWER HUTT	Lot 1 DP 85498	WN53B/448
2592340	LOWER HUTT	Lot 1 DP 85523	WN53B/524
2608720	LOWER HUTT	Lot 1 DP 85567	WN53B/721
2577000	LOWER HUTT	Lot 1 DP 85588	WN53B/649
2603810	LOWER HUTT	Lot 1 DP 85619	WN53B/870
2697390	LOWER HUTT	Lot 1 DP 85620	WN53B/872
2348950	LOWER HUTT	Lot 1 DP 85653	WN53B/943
2959120	LOWER HUTT	Lot 1 DP 85654	WN53B/945
2606830	LOWER HUTT	Lot 1 DP 85720	WN53C/208
2552600	LOWER HUTT	Lot 1 DP 85762	WN53C/351
2572460	LOWER HUTT	Lot 1 DP 85783	WN53C/406
2672680	LOWER HUTT	Lot 1 DP 85784	WN53C/414
2673520	LOWER HUTT	Lot 1 DP 85793	WN53C/434
2595190	LOWER HUTT	Lot 1 DP 85834	WN53C/521
2601420	LOWER HUTT	Lot 1 DP 85848	WN53C/554
2619860	LOWER HUTT	Lot 1 DP 85859	WN53C/610
2623410	LOWER HUTT	Lot 1 DP 85873	WN53C/659
2623460	LOWER HUTT	Lot 1 DP 85875	WN53C/661
2582580	LOWER HUTT	Lot 1 DP 85893	WN53C/716
2594820	LOWER HUTT	Lot 1 DP 85906	WN53C/746
2584080	LOWER HUTT	Lot 1 DP 85994	WN53D/131
2587020	LOWER HUTT	Lot 1 DP 86017	WN53D/187
2601550	LOWER HUTT	Lot 1 DP 86112	WN53D/582
2618540	LOWER HUTT	Lot 1 DP 86129	WN53D/636
2958520	LOWER HUTT	Lot 1 DP 86299	WN54A/145
2662820	LOWER HUTT	Lot 1 DP 86506	WN54A/828
2665880	LOWER HUTT	Lot 1 DP 86601	WN52C/589
2631070	LOWER HUTT	Lot 1 DP 86691	WN54B/243
2631050	LOWER HUTT	Lot 1 DP 86692	WN54B/245
6000867	LOWER HUTT	Lot 1 DP 86693	WN54B/247
2572780	LOWER HUTT	Lot 1 DP 86717	WN54B/293
2699300	LOWER HUTT	Lot 1 DP 86773	WN54B/427
2634620	LOWER HUTT	Lot 1 DP 86828	WN54B/550
2608060	LOWER HUTT	Lot 1 DP 86841	WN54B/575
2593840	LOWER HUTT	Lot 1 DP 86856	WN54B/616
2607900	LOWER HUTT	Lot 1 DP 86872	WN52C/617
2600990	LOWER HUTT	Lot 1 DP 86885	WN54B/662
2958740	LOWER HUTT	Lot 1 DP 86917	WN52C/709
2958260	LOWER HUTT	Lot 1 DP 86918	WN52C/713
3607460	LOWER HUTT	Lot 1 DP 86919	WN52C/717
2652630	LOWER HUTT	Lot 1 DP 86921	WN52C/725
2591840	LOWER HUTT	Lot 1 DP 86922	WN52C/727
2796680	LOWER HUTT	Lot 1 DP 86928, ¼ Share of Lot 5 DP 86928	WN54B/761
2613860	LOWER HUTT	Lot 1 DP 86929	WN54B/767
2736820	LOWER HUTT	Lot 1 DP 86952	WN54B/817
2631150	LOWER HUTT	Lot 1 DP 86962	WN54B/862
2605020	LOWER HUTT	Lot 1 DP 86972	WN54B/884

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2614210	LOWER HUTT	Lot 1 DP 86973	WN54B/886
2622300	LOWER HUTT	Lot 1 DP 86976	WN54B/954
2651370	LOWER HUTT	Lot 1 DP 86992	WN52C/762
2608840	LOWER HUTT	Lot 1 DP 87035	WN54D/44
2614100	LOWER HUTT	Lot 1 DP 87036	WN54D/46
2604610	LOWER HUTT	Lot 1 DP 87038	WN54D/50
2617890	LOWER HUTT	Lot 1 DP 87039	WN54D/52
2607080	LOWER HUTT	Lot 1 DP 87041	WN54D/56
2125330	LOWER HUTT	Lot 1 DP 87066	WN54D/140
2607180	LOWER HUTT	Lot 1 DP 87067	WN54D/142
2638160	LOWER HUTT	Lot 1 DP 87108	WN52C/816
2593580	LOWER HUTT	Lot 1 DP 87122	WN54D/265
2641230	LOWER HUTT	Lot 1 DP 87135	WN54D/305
2641660	LOWER HUTT	Lot 1 DP 87161	WN54D/411
2588470	LOWER HUTT	Lot 1 DP 87179	WN54D/482
2618560	LOWER HUTT	Lot 1 DP 87183	WN52C/895
2610260	LOWER HUTT	Lot 1 DP 87193	WN54D/501
2635650	LOWER HUTT	Lot 1 DP 87222	WN54D/574
2593420	LOWER HUTT	Lot 1 DP 87236	WN54D/607
2630910	LOWER HUTT	Lot 1 DP 87255	WN54D/643
2618940	LOWER HUTT	Lot 1 DP 87256	WN54D/645
2605730	LOWER HUTT	Lot 1 DP 87257	WN54D/587
2721070	LOWER HUTT	Lot 1 DP 87263	WN54D/653
2956670	LOWER HUTT	Lot 1 DP 87359	WN54D/885
2603410	LOWER HUTT	Lot 1 DP 87389	WN54D/930
2647320	LOWER HUTT	Lot 1 DP 87390	WN54D/932
2618470	LOWER HUTT	Lot 1 DP 87391	WN54D/934
2679190	LOWER HUTT	Lot 1 DP 87434	WN55A/97
2598090	LOWER HUTT	Lot 1 DP 87451	WN55A/144
2619790	LOWER HUTT	Lot 1 DP 87454	WN55A/152
2638910	LOWER HUTT	Lot 1 DP 87491	WN55A/375
2620130	LOWER HUTT	Lot 1 DP 87521	WN55A/415
2614400	LOWER HUTT	Lot 1 DP 87530	WN55A/438
2958990	LOWER HUTT	Lot 1 DP 87581	WN55A/530
2335720	LOWER HUTT	Lot 1 DP 87631	WN55A/672
2672590	LOWER HUTT	Lot 1 DP 87632	WN55A/675
2672700	LOWER HUTT	Lot 1 DP 87647	WN55A/708
2725390	LOWER HUTT	Lot 1 DP 87651	WN55A/720
2611850	LOWER HUTT	Lot 1 DP 87658	WN55A/743
2723000	LOWER HUTT	Lot 1 DP 87684	WN55A/795
2628880	LOWER HUTT	Lot 1 DP 87690	WN55A/816
2624040	LOWER HUTT	Lot 1 DP 87691	WN55A/818
2593720	LOWER HUTT	Lot 1 DP 87737	WN55A/952
2735300	LOWER HUTT	Lot 1 DP 87804	WN55B/219
2625380	LOWER HUTT	Lot 1 DP 87813	WN55C/131
2958190	LOWER HUTT	Lot 1 DP 87861	WN55C/219
2475900	LOWER HUTT	Lot 1 DP 87862	WN55C/227
2737570	LOWER HUTT	Lot 1 DP 87898	WN55C/284
2803510	LOWER HUTT	Lot 1 DP 87979	WN55C/503
2604000	LOWER HUTT	Lot 1 DP 88041	WN55C/618
2803180	LOWER HUTT	Lot 1 DP 88074	WN55C/727
3887600	LOWER HUTT	Lot 1 DP 88103	WN55C/815

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2614840	LOWER HUTT	Lot 1 DP 88134	WN55C/877
2643440	LOWER HUTT	Lot 1 DP 88214	WN55D/39
2639030	LOWER HUTT	Lot 1 DP 88215	WN55D/41
2638190	LOWER HUTT	Lot 1 DP 88216	WN55D/47
2958900	LOWER HUTT	Lot 1 DP 88237	WN55D/94
2651680	LOWER HUTT	Lot 1 DP 88349	WN55D/366
2672660	LOWER HUTT	Lot 1 DP 88366	WN55D/426
2619230	LOWER HUTT	Lot 1 DP 88368	WN55D/431
2668660	LOWER HUTT	Lot 1 DP 88399	WN55D/477
2591490	LOWER HUTT	Lot 1 DP 88414	WN55D/547
2955990	LOWER HUTT	Lot 1 DP 88565	WN56B/185
3845520	LOWER HUTT	Lot 1 DP 88568	WN56B/193
2620410	LOWER HUTT	Lot 1 DP 88612	WN56B/278
2619980	LOWER HUTT	Lot 1 DP 88613	WN56B/280
2587500	LOWER HUTT	Lot 1 DP 88700	WN55B/925
2614510	LOWER HUTT	Lot 1 DP 88706	WN55B/936
2641860	LOWER HUTT	Lot 1 DP 88722	WN56B/507
2628120	LOWER HUTT	Lot 1 DP 88748	WN56B/560
2629730	LOWER HUTT	Lot 1 DP 88749	WN56B/562
2625770	LOWER HUTT	Lot 1 DP 88750	WN56B/564
2628990	LOWER HUTT	Lot 1 DP 88751	WN56B/566
2614480	LOWER HUTT	Lot 1 DP 88767	WN56B/592
2607260	LOWER HUTT	Lot 1 DP 88833	WN56B/819
2604840	LOWER HUTT	Lot 1 DP 88875	WN56D/81
2631590	LOWER HUTT	Lot 1 DP 88943	WN56C/194
2615530	LOWER HUTT	Lot 1 DP 89047	WN56C/442
2618950	LOWER HUTT	Lot 1 DP 89048	WN56C/444
2615900	LOWER HUTT	Lot 1 DP 89101	WN56D/258
2713410	LOWER HUTT	Lot 1 DP 89156	WN56C/756
2615210	LOWER HUTT	Lot 1 DP 89167	WN56C/758
2958480	LOWER HUTT	Lot 1 DP 89239	WN56C/926
2618780	LOWER HUTT	Lot 1 DP 89276	WN57A/3
2619100	LOWER HUTT	Lot 1 DP 89278	WN57A/7
2616170	LOWER HUTT	Lot 1 DP 89347	WN57A/158
2604710	LOWER HUTT	Lot 1 DP 89348	WN57A/160
2800800	LOWER HUTT	Lot 1 DP 89382	WN57A/217
2604030	LOWER HUTT	Lot 1 DP 89384	WN57A/236
2603280	LOWER HUTT	Lot 1 DP 89395	WN56D/421
2630950	LOWER HUTT	Lot 1 DP 89400	WN56D/444
2636540	LOWER HUTT	Lot 1 DP 89401	WN56D/446
2650970	LOWER HUTT	Lot 1 DP 89461	WN57A/390
2593200	LOWER HUTT	Lot 1 DP 89506	WN57A/470
2659710	LOWER HUTT	Lot 1 DP 89685	WN57A/801
2475810	LOWER HUTT	Lot 1 DP 89693	WN56D/840
2660530	LOWER HUTT	Lot 1 DP 89694	WN56D/842
2660350	LOWER HUTT	Lot 1 DP 89695	WN56D/844
2602730	LOWER HUTT	Lot 1 DP 89702	WN57A/834
2585100	LOWER HUTT	Lot 1 DP 89778	WN57C/21
1169380	LOWER HUTT	Lot 1 DP 89779	WN57C/25
2585140	LOWER HUTT	Lot 1 DP 90093	WN57C/616
2633200	LOWER HUTT	Lot 1 DP 90110	WN57D/196
2585320	LOWER HUTT	Lot 1 DP 90213	WN57C/940

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2585260	LOWER HUTT	Lot 1 DP 90276	WN58A/80
2625350	LOWER HUTT	Lot 1 DP 90532	WN58A/791
2663180	LOWER HUTT	Lot 1 DP 90562	WN57D/738
2653560	LOWER HUTT	Lot 10 DP 15342	WN51A/127
2557670	LOWER HUTT	Lot 10 DP 15567	WN50A/41
2607100	LOWER HUTT	Lot 10 DP 16690	WN50A/245
2682360	LOWER HUTT	Lot 10 DP 17449	WN49D/710
2735310	LOWER HUTT	Lot 10 DP 21859	WN51D/162
2740120	LOWER HUTT	Lot 10 DP 23685	WN50C/393
1175510	LOWER HUTT	Lot 10 DP 86952	WN54B/826
2588380	LOWER HUTT	Lot 10 DP 87179	WN54D/491
2730040	LOWER HUTT	Lot 10 DP 89202	WN56C/864
2593260	LOWER HUTT	Lot 10 DP 89506	WN57A/479
2600970	LOWER HUTT	Lot 100 DP 15680	WN50A/700
2715990	LOWER HUTT	Lot 100 DP 19998	WN49B/669
2632660	LOWER HUTT	Lot 102 DP 15395	WN49B/284
2716010	LOWER HUTT	Lot 102 DP 19998	WN49B/670
2564670	LOWER HUTT	Lot 102 DP 8543	WN46C/972
2602890	LOWER HUTT	Lot 103 DP 16385	WN51A/676
2716020	LOWER HUTT	Lot 103 DP 19998	WN49B/671
2607730	LOWER HUTT	Lot 104 DP 16690	WN50A/261
2614600	LOWER HUTT	Lot 105 DP 15386	WN51C/859
2601040	LOWER HUTT	Lot 105 DP 15680	WN50A/697
2614610	LOWER HUTT	Lot 106 DP 15386	WN51C/858
2674590	LOWER HUTT	Lot 106 DP 15512	WN51C/952
2601050	LOWER HUTT	Lot 106 DP 15680	WN50A/698
2614620	LOWER HUTT	Lot 107 DP 15386	WN51C/857
2674600	LOWER HUTT	Lot 107 DP 15512	WN47D/604
2602930	LOWER HUTT	Lot 107 DP 16385	WN51A/677
2729920	LOWER HUTT	Lot 107 DP 20516	WN50C/368
2660400	LOWER HUTT	Lot 108 DP 15308	WN49B/643
2674610	LOWER HUTT	Lot 108 DP 15512	WN51C/953
2602940	LOWER HUTT	Lot 108 DP 16385	WN51A/678
2607770	LOWER HUTT	Lot 108 DP 16690	WN49D/232
2592450	LOWER HUTT	Lot 11 DP 15357	WN51C/759
2604020	LOWER HUTT	Lot 11 DP 18343	WN50C/828
2678910	LOWER HUTT	Lot 11 DP 18397	WN51A/528
2600210	LOWER HUTT	Lot 11 DP 21071	WN50A/766
2740130	LOWER HUTT	Lot 11 DP 23685	WN50C/394
2588370	LOWER HUTT	Lot 11 DP 87179	WN54D/492
2730030	LOWER HUTT	Lot 11 DP 89202	WN56C/865
2593270	LOWER HUTT	Lot 11 DP 89506	WN57A/480
2601280	LOWER HUTT	Lot 110 DP 15530	WN52D/102
2605430	LOWER HUTT	Lot 110 DP 15742	WN51C/639
2607790	LOWER HUTT	Lot 110 DP 16690	WN49D/233
2597970	LOWER HUTT	Lot 111 DP 15426	WN50C/908
2728650	LOWER HUTT	Lot 112 DP 20516	WN50C/372
2628410	LOWER HUTT	Lot 113 DP 15395	WN46C/91
2729370	LOWER HUTT	Lot 113 DP 20516	WN50C/373
2631360	LOWER HUTT	Lot 115 DP 16385	WN51A/680
2716030	LOWER HUTT	Lot 115 DP 19998	WN50A/548
2729400	LOWER HUTT	Lot 116 DP 20516	WN50C/374

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2609230	LOWER HUTT	Lot 117 DP 15581	WN49D/242
2669140	LOWER HUTT	Lot 12 DP 15443	WN49D/464
2682380	LOWER HUTT	Lot 12 DP 17449	WN49D/711
2678920	LOWER HUTT	Lot 12 DP 18397	WN51A/529
2729470	LOWER HUTT	Lot 12 DP 22750	WN50C/741
2740140	LOWER HUTT	Lot 12 DP 23685	WN50C/395
2594860	LOWER HUTT	Lot 12 DP 85542	WN53B/627
2647980	LOWER HUTT	Lot 12 DP 86952	WN54B/828
2588360	LOWER HUTT	Lot 12 DP 87179	WN54D/493
2593280	LOWER HUTT	Lot 12 DP 89506	WN57A/481
1915030	LOWER HUTT	Lot 120 DP 15386	WN51C/853
2629370	LOWER HUTT	Lot 122 DP 15581	WN49D/243
2616260	LOWER HUTT	Lot 123 DP 16690	WN49D/234
2603110	LOWER HUTT	Lot 124 DP 16385	WN51A/682
2603140	LOWER HUTT	Lot 126 DP 16385	WN51A/300
2669500	LOWER HUTT	Lot 126 DP 19516	WN49D/539
2616300	LOWER HUTT	Lot 128 DP 16690	WN49D/235
2610840	LOWER HUTT	Lot 129 DP 15581	WN51C/714
2604590	LOWER HUTT	Lot 129 DP 15742	WN51C/720
2668210	LOWER HUTT	Lot 13 DP 15308	WNA3/1326
2677240	LOWER HUTT	Lot 13 DP 15443	WN49D/465
2572630	LOWER HUTT	Lot 13 DP 15718	WN47D/86
2594850	LOWER HUTT	Lot 13 DP 85542	WN53B/628
2647990	LOWER HUTT	Lot 13 DP 86952	WN54B/829
2671440	LOWER HUTT	Lot 130 DP 19516	WN49B/17
2606570	LOWER HUTT	Lot 132 DP 15581	WN51C/715
2604630	LOWER HUTT	Lot 132 DP 15742	WN51C/722
2603200	LOWER HUTT	Lot 132 DP 16385	WN51A/301
2582060	LOWER HUTT	Lot 133 DP 15426	WN51C/300
2628480	LOWER HUTT	Lot 134 DP 15395, Section 1032 Hutt District	WN51D/999
2669330	LOWER HUTT	Lot 134 DP 19516	WN52D/213
2628490	LOWER HUTT	Lot 135 DP 15395, Section 1033 Hutt District	WN51D/998
2603240	LOWER HUTT	Lot 135 DP 16385	WN50C/356
2631000	LOWER HUTT	Lot 136 DP 15931	WN50A/689
2663210	LOWER HUTT	Lot 137 DP 15343	WN51A/37
2628520	LOWER HUTT	Lot 137 DP 15395, Section 1036 Hutt District	WN51D/997
2631030	LOWER HUTT	Lot 139 DP 15931	WN50A/690
2603290	LOWER HUTT	Lot 139 DP 16385	WN51A/303
2660700	LOWER HUTT	Lot 14 DP 15308	WN50C/664
2690320	LOWER HUTT	Lot 14 DP 19074	WN52D/991
2729410	LOWER HUTT	Lot 14 DP 22663	WN50C/730
2594840	LOWER HUTT	Lot 14 DP 85542	WN53B/629
2648000	LOWER HUTT	Lot 14 DP 86952	WN54B/830
2603300	LOWER HUTT	Lot 140 DP 16385	WN51A/304
2651760	LOWER HUTT	Lot 142 DP 15343	WN51A/38
2614880	LOWER HUTT	Lot 142 DP 15385	WN51C/358
2607960	LOWER HUTT	Lot 144 DP 16690	WN50C/914
2603340	LOWER HUTT	Lot 145 DP 16388	WN51C/868
2654220	LOWER HUTT	Lot 146 DP 15343	WN50C/282

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2643540	LOWER HUTT	Lot 148 DP 15395	WN51A/923
2607990	LOWER HUTT	Lot 148 DP 16690	WN50C/915
2611740	LOWER HUTT	Lot 15 DP 15385	WN49B/316
2650550	LOWER HUTT	Lot 15 DP 17052	WN51D/126
2584900	LOWER HUTT	Lot 15 DP 19173	WN51C/676
2729430	LOWER HUTT	Lot 15 DP 22663	WN50C/731
2743730	LOWER HUTT	Lot 15 DP 22773	WN51A/656
2648010	LOWER HUTT	Lot 15 DP 86952	WN54B/831
2643560	LOWER HUTT	Lot 150 DP 15395	WN51A/924
2610720	LOWER HUTT	Lot 150 DP 15581	WN51C/711
2643570	LOWER HUTT	Lot 151 DP 15395	WN51A/925
2608020	LOWER HUTT	Lot 151 DP 16690	WN50C/916
2608030	LOWER HUTT	Lot 152 DP 16690	WN50C/917
2615010	LOWER HUTT	Lot 154 DP 15385	WN51C/362
2647400	LOWER HUTT	Lot 156 DP 16690	WN50C/918
2603460	LOWER HUTT	Lot 157 DP 16388	WN51C/870
2647410	LOWER HUTT	Lot 157 DP 16690	WN50C/919
2643650	LOWER HUTT	Lot 159 DP 15395	WN51A/926
2561600	LOWER HUTT	Lot 16 DP 15372	WN47D/664
2553980	LOWER HUTT	Lot 16 DP 15994	WN47D/974
2666930	LOWER HUTT	Lot 16 DP 16950	WN47D/154
2685000	LOWER HUTT	Lot 16 DP 17932	WN51A/882
2729420	LOWER HUTT	Lot 16 DP 22663	WN50C/732
2643660	LOWER HUTT	Lot 160 DP 15395	WN51A/927
2643670	LOWER HUTT	Lot 161 DP 15395	WN51A/928
2634560	LOWER HUTT	Lot 161 DP 15659	WN49D/150
2643680	LOWER HUTT	Lot 162 DP 15395	WN51A/929
2634590	LOWER HUTT	Lot 164 DP 15659	WN49D/151
2665840	LOWER HUTT	Lot 165 DP 16690	WN50C/921
2647500	LOWER HUTT	Lot 166 DP 16690	WN50C/922
2647510	LOWER HUTT	Lot 167 DP 16690	WN50C/923
2634640	LOWER HUTT	Lot 168 DP 15659	WN49D/153
2615230	LOWER HUTT	Lot 169 DP 15385	WN51A/912
2634650	LOWER HUTT	Lot 169 DP 15659	WN49D/154
2651670	LOWER HUTT	Lot 17 DP 15343	WN51A/39
2640710	LOWER HUTT	Lot 17 DP 15392	WN50C/526
2685010	LOWER HUTT	Lot 17 DP 17932	WN51A/883
2740310	LOWER HUTT	Lot 17 DP 23685	WN51A/7
2619160	LOWER HUTT	Lot 17 DP 24159	WN58B/217
2615240	LOWER HUTT	Lot 170 DP 15385	WN51A/913
2653360	LOWER HUTT	Lot 173 DP 16385	WN50C/939
2606850	LOWER HUTT	Lot 174 DP 15581	WN49B/962
2649930	LOWER HUTT	Lot 175 DP 16385	WN50C/938
2584990	LOWER HUTT	Lot 177 DP 15426	WN51D/4
2649950	LOWER HUTT	Lot 177 DP 16385	WN50C/937
2615300	LOWER HUTT	Lot 178 DP 15385	WN51A/914
2634740	LOWER HUTT	Lot 178 DP 15659	WN49D/155
2626770	LOWER HUTT	Lot 179 DP 15395	WN51A/930
2677290	LOWER HUTT	Lot 18 DP 15443	WN49D/468
2554390	LOWER HUTT	Lot 18 DP 15994	WN47D/970
2740320	LOWER HUTT	Lot 18 DP 23685	WN51A/8
2766440	LOWER HUTT	Lot 18 DP 24037	WN49D/828

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2606920	LOWER HUTT	Lot 180 DP 15581	WN49B/966
2626800	LOWER HUTT	Lot 181 DP 15395	WN51A/931
2634770	LOWER HUTT	Lot 181 DP 15659	WN49D/157
2606950	LOWER HUTT	Lot 183 DP 15581	WN49B/967
2610110	LOWER HUTT	Lot 184 DP 16690	WN50A/270
2615370	LOWER HUTT	Lot 186 DP 15388	WN51A/916
2626810	LOWER HUTT	Lot 186 DP 15395	WN47D/842
2635680	LOWER HUTT	Lot 187 DP 15931	WN49D/238
2564420	LOWER HUTT	Lot 187 DP 8544	WN46C/975
2626850	LOWER HUTT	Lot 189 DP 15395	WN47D/844
2610160	LOWER HUTT	Lot 189 DP 16690	WN50A/271
2611590	LOWER HUTT	Lot 19 DP 15385	WN49B/318
2572140	LOWER HUTT	Lot 19 DP 15813	WN47D/945
2740330	LOWER HUTT	Lot 19 DP 23685	WNE2/158
2634870	LOWER HUTT	Lot 190 DP 15659	WN51C/290
2610190	LOWER HUTT	Lot 192 DP 16690	WN50A/273
2635720	LOWER HUTT	Lot 195 DP 15931	WN50A/677
2635810	LOWER HUTT	Lot 197 DP 15931	WN50A/678
2610240	LOWER HUTT	Lot 197 DP 16690	WN50A/274
2635820	LOWER HUTT	Lot 199 DP 15931	WN50A/680
2604230	LOWER HUTT	Lot 199 DP 18343	WN49D/950
2560380	LOWER HUTT	Lot 2 DP 15566	WN46B/323
2655320	LOWER HUTT	Lot 2 DP 15659	WN51C/285
2581010	LOWER HUTT	Lot 2 DP 15690	WN51A/385
2679120	LOWER HUTT	Lot 2 DP 16313	WN50A/703
2651180	LOWER HUTT	Lot 2 DP 16386	WN49D/957
2677180	LOWER HUTT	Lot 2 DP 16713	WN49B/408
2633590	LOWER HUTT	Lot 2 DP 16964	WN49B/111
2619960	LOWER HUTT	Lot 2 DP 17070	WN49B/987
2605050	LOWER HUTT	Lot 2 DP 17162	WN51C/640
2605410	LOWER HUTT	Lot 2 DP 18342	WN50A/498
2609260	LOWER HUTT	Lot 2 DP 18343	WN50C/824
2681560	LOWER HUTT	Lot 2 DP 18391	WN49D/712
2573440	LOWER HUTT	Lot 2 DP 19272	WN52D/176
2652180	LOWER HUTT	Lot 2 DP 20302	WN50A/547
2626790	LOWER HUTT	Lot 2 DP 20402	WN51A/922
2558240	LOWER HUTT	Lot 2 DP 20736	WN47D/37
2696330	LOWER HUTT	Lot 2 DP 21260	WN52D/983
2618090	LOWER HUTT	Lot 2 DP 21395	WN51C/709
2592570	LOWER HUTT	Lot 2 DP 21745	WN51C/771
2572330	LOWER HUTT	Lot 2 DP 21746	WNA3/1167
2622050	LOWER HUTT	Lot 2 DP 21924	WN51A/918
2635880	LOWER HUTT	Lot 2 DP 22064	WN49D/241
2638570	LOWER HUTT	Lot 2 DP 22103	WN47D/555
2622140	LOWER HUTT	Lot 2 DP 22121	WN51A/793
2615420	LOWER HUTT	Lot 2 DP 22275	WN49B/387
2651450	LOWER HUTT	Lot 2 DP 22400	WN51A/966
2647250	LOWER HUTT	Lot 2 DP 22422	WN48C/489
2577100	LOWER HUTT	Lot 2 DP 22508	WN48C/631
2586660	LOWER HUTT	Lot 2 DP 22532	WN47D/435
2635580	LOWER HUTT	Lot 2 DP 22686	WN51C/686
2641320	LOWER HUTT	Lot 2 DP 22700	WN51A/754

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
3560350	LOWER HUTT	Lot 2 DP 23095	WN51A/641
3560500	LOWER HUTT	Lot 2 DP 23095	WN51A/641
2647910	LOWER HUTT	Lot 2 DP 23097	WN51A/132
2601570	LOWER HUTT	Lot 2 DP 23187	WN50A/781
2554450	LOWER HUTT	Lot 2 DP 23676	WN16B/1343
2608170	LOWER HUTT	Lot 2 DP 23705	WN51C/547
2737540	LOWER HUTT	Lot 2 DP 24064	WN50C/431
2623980	LOWER HUTT	Lot 2 DP 24076	WN51C/365
2604740	LOWER HUTT	Lot 2 DP 24209	WN51C/726
2586270	LOWER HUTT	Lot 2 DP 24338	WNA3/1495
2621490	LOWER HUTT	Lot 2 DP 24339	WN50C/522
2633140	LOWER HUTT	Lot 2 DP 24418	WN50A/704
2663320	LOWER HUTT	Lot 2 DP 24482	WN50A/757
2600630	LOWER HUTT	Lot 2 DP 24618	WN51C/178
2663350	LOWER HUTT	Lot 2 DP 24659	WN50C/669
2603600	LOWER HUTT	Lot 2 DP 24747	WN51A/705
2665950	LOWER HUTT	Lot 2 DP 24910	WN50A/755
2603970	LOWER HUTT	Lot 2 DP 24911	WN50C/832
2585930	LOWER HUTT	Lot 2 DP 25067	WN47D/269
2592950	LOWER HUTT	Lot 2 DP 25539	WN51C/775
2578100	LOWER HUTT	Lot 2 DP 25931	WN46C/966
2599980	LOWER HUTT	Lot 2 DP 26655	WND3/1409
2585910	LOWER HUTT	Lot 2 DP 26656	WN51A/269
2651150	LOWER HUTT	Lot 2 DP 26678	WN47D/581
2628500	LOWER HUTT	Lot 2 DP 26742, Section 1034 Hutt District	WN51D/1000
2722050	LOWER HUTT	Lot 2 DP 27052	WN56A/53
2629560	LOWER HUTT	Lot 2 DP 28057	WN5C/198
4002521	LOWER HUTT	Lot 2 DP 30720	WN7C/155
2776040	LOWER HUTT	Lot 2 DP 30919	WN49D/827
2592520	LOWER HUTT	Lot 2 DP 32958	WN50C/505
2620770	LOWER HUTT	Lot 2 DP 33231	WN9D/410
2573820	LOWER HUTT	Lot 2 DP 335570	145681
2572760	LOWER HUTT	Lot 2 DP 338595	158928
2796720	LOWER HUTT	Lot 2 DP 43099	WN51D/99
2793810	LOWER HUTT	Lot 2 DP 44532	WN51A/895
2635840	LOWER HUTT	Lot 2 DP 52841	WN47D/558
1696570	LOWER HUTT	Lot 2 DP 71886	WN50C/236
2554500	LOWER HUTT	Lot 2 DP 71886	WN50C/236
2958960	LOWER HUTT	Lot 2 DP 80905	WN47B/918
2625110	LOWER HUTT	Lot 2 DP 80981	WN47C/116
2581050	LOWER HUTT	Lot 2 DP 80983	WN47C/120
2577230	LOWER HUTT	Lot 2 DP 81179	WN47C/637
2647740	LOWER HUTT	Lot 2 DP 81213	WN47C/727
2603100	LOWER HUTT	Lot 2 DP 81309	WN48A/82
2584960	LOWER HUTT	Lot 2 DP 81531	WN48A/740
2607220	LOWER HUTT	Lot 2 DP 81649	WN48B/122
2958940	LOWER HUTT	Lot 2 DP 81694	WN48B/246
2610330	LOWER HUTT	Lot 2 DP 81695	WN48B/248
2958180	LOWER HUTT	Lot 2 DP 82870	WN49C/299
1172910	LOWER HUTT	Lot 2 DP 82910	WN49C/411
2315890	LOWER HUTT	Lot 2 DP 82911	WN49C/413

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2958270	LOWER HUTT	Lot 2 DP 82914	WN49C/417
2959370	LOWER HUTT	Lot 2 DP 82947	WN49C/510
2564890	LOWER HUTT	Lot 2 DP 83159	WN50B/179
2608090	LOWER HUTT	Lot 2 DP 83745	WN50D/643
2619560	LOWER HUTT	Lot 2 DP 83750	WN50D/652
2662720	LOWER HUTT	Lot 2 DP 83775	WN50D/709
2958290	LOWER HUTT	Lot 2 DP 83890	WN51B/99
2697050	LOWER HUTT	Lot 2 DP 84158	WN51B/775
2593760	LOWER HUTT	Lot 2 DP 84200	WN51B/882
2591230	LOWER HUTT	Lot 2 DP 84259	WN52A/19
2587960	LOWER HUTT	Lot 2 DP 84462	WN52A/475
2572000	LOWER HUTT	Lot 2 DP 84480	WN52A/510
2582650	LOWER HUTT	Lot 2 DP 84544	WN52A/785
2586230	LOWER HUTT	Lot 2 DP 84575	WN52A/847
2585810	LOWER HUTT	Lot 2 DP 84576	WN52A/849
2584770	LOWER HUTT	Lot 2 DP 84597	WN52A/933
2647600	LOWER HUTT	Lot 2 DP 84632	WN52B/70
2587610	LOWER HUTT	Lot 2 DP 84640	WN52B/89
2576970	LOWER HUTT	Lot 2 DP 84656	WN52B/152
2797880	LOWER HUTT	Lot 2 DP 84668	WN52B/176
3890260	LOWER HUTT	Lot 2 DP 84695	WN52B/240
2666190	LOWER HUTT	Lot 2 DP 84721	WN52B/327
2646270	LOWER HUTT	Lot 2 DP 84763	WN52B/399
2646310	LOWER HUTT	Lot 2 DP 84764	WN52B/401
2587050	LOWER HUTT	Lot 2 DP 84765	WN52B/403
1696590	LOWER HUTT	Lot 2 DP 84779	WN52C/18
3887580	LOWER HUTT	Lot 2 DP 84798	WN52B/505
2574810	LOWER HUTT	Lot 2 DP 84806	WN52B/520
2586210	LOWER HUTT	Lot 2 DP 84823	WN52B/549
1176850	LOWER HUTT	Lot 2 DP 84831	WN52B/563
2582550	LOWER HUTT	Lot 2 DP 84862	WN52B/637
2587580	LOWER HUTT	Lot 2 DP 84879	WN52B/741
2572720	LOWER HUTT	Lot 2 DP 84887	WN52C/81
2572670	LOWER HUTT	Lot 2 DP 84888	WN52C/83
2640600	LOWER HUTT	Lot 2 DP 84891	WN52B/745
2582620	LOWER HUTT	Lot 2 DP 84913	WN52B/818
2599860	LOWER HUTT	Lot 2 DP 84927	WN52B/863
2584050	LOWER HUTT	Lot 2 DP 84945	WN52B/902
2585060	LOWER HUTT	Lot 2 DP 84947	WN52B/906
2585040	LOWER HUTT	Lot 2 DP 84949	WN52B/910
2580860	LOWER HUTT	Lot 2 DP 84950	WN52B/912
2580840	LOWER HUTT	Lot 2 DP 84951	WN52B/914
2582160	LOWER HUTT	Lot 2 DP 84954	WN52B/918
2580750	LOWER HUTT	Lot 2 DP 84955	WN52B/920
2580780	LOWER HUTT	Lot 2 DP 84956	WN52B/922
2580800	LOWER HUTT	Lot 2 DP 84957	WN52B/924
2348930	LOWER HUTT	Lot 2 DP 84964	WN52B/959
2600950	LOWER HUTT	Lot 2 DP 84970	WN52B/973
2572610	LOWER HUTT	Lot 2 DP 84980	WN52C/87
2104370	LOWER HUTT	Lot 2 DP 84997	WN53A/16
3896300	LOWER HUTT	Lot 2 DP 85021	WN53A/73
2794860	LOWER HUTT	Lot 2 DP 85025	WN53A/96

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2591320	LOWER HUTT	Lot 2 DP 85059	WN53A/212
1179190	LOWER HUTT	Lot 2 DP 85066	WN53A/243
3887520	LOWER HUTT	Lot 2 DP 85068	WN53A/254
2797440	LOWER HUTT	Lot 2 DP 85076	WN53A/300
2573500	LOWER HUTT	Lot 2 DP 85079	WN53A/306
2582600	LOWER HUTT	Lot 2 DP 85088	WN53A/345
2577300	LOWER HUTT	Lot 2 DP 85124	WN53A/423
1127180	LOWER HUTT	Lot 2 DP 85130	WN53A/436
3566620	LOWER HUTT	Lot 2 DP 85186	WN53A/656
2212490	LOWER HUTT	Lot 2 DP 85191	WN53A/671
2577690	LOWER HUTT	Lot 2 DP 85200	WN53A/705
2577220	LOWER HUTT	Lot 2 DP 85256	WN53A/838
1696470	LOWER HUTT	Lot 2 DP 85280	WN53A/909
2618420	LOWER HUTT	Lot 2 DP 85352	WN53B/53
2585880	LOWER HUTT	Lot 2 DP 85354	WN53B/58
2572860	LOWER HUTT	Lot 2 DP 85416	WN53B/245
3887570	LOWER HUTT	Lot 2 DP 85417	WN53B/252
3887560	LOWER HUTT	Lot 2 DP 85418	WN53B/254
2614760	LOWER HUTT	Lot 2 DP 85431	WN53B/294
3888170	LOWER HUTT	Lot 2 DP 85479	WN53B/369
2608730	LOWER HUTT	Lot 2 DP 85567	WN53B/722
2577010	LOWER HUTT	Lot 2 DP 85588	WN53B/650
3566610	LOWER HUTT	Lot 2 DP 85590	WN53B/655
2603820	LOWER HUTT	Lot 2 DP 85619	WN53B/871
2697400	LOWER HUTT	Lot 2 DP 85620	WN53B/873
2258850	LOWER HUTT	Lot 2 DP 85653	WN53B/944
2959130	LOWER HUTT	Lot 2 DP 85654	WN53B/946
2581880	LOWER HUTT	Lot 2 DP 85707	WN53C/171
2606820	LOWER HUTT	Lot 2 DP 85720	WN53C/209
3875950	LOWER HUTT	Lot 2 DP 85762	WN53C/352
3588010	LOWER HUTT	Lot 2 DP 85784	WN53C/415
3904320	LOWER HUTT	Lot 2 DP 85793	WN53C/435
2600770	LOWER HUTT	Lot 2 DP 85835	WN53C/526
2582570	LOWER HUTT	Lot 2 DP 85893	WN53C/717
2594810	LOWER HUTT	Lot 2 DP 85906	WN53C/747
2959390	LOWER HUTT	Lot 2 DP 85954	WN53C/905
2475400	LOWER HUTT	Lot 2 DP 85994	WN53D/132
2587010	LOWER HUTT	Lot 2 DP 86017	WN53D/188
2601540	LOWER HUTT	Lot 2 DP 86112	WN53D/583
2618530	LOWER HUTT	Lot 2 DP 86129	WN53D/637
2958530	LOWER HUTT	Lot 2 DP 86299	WN54A/146
2662830	LOWER HUTT	Lot 2 DP 86506	WN54A/829
2665890	LOWER HUTT	Lot 2 DP 86601	WN52C/590
2631060	LOWER HUTT	Lot 2 DP 86691	WN54B/244
2631040	LOWER HUTT	Lot 2 DP 86692	WN54B/246
2584780	LOWER HUTT	Lot 2 DP 86693	WN54B/248
2572790	LOWER HUTT	Lot 2 DP 86717	WN54B/294
2699310	LOWER HUTT	Lot 2 DP 86773	WN54B/428
2634610	LOWER HUTT	Lot 2 DP 86828	WN54B/551
2608070	LOWER HUTT	Lot 2 DP 86841	WN54B/576
2593830	LOWER HUTT	Lot 2 DP 86856	WN54B/617
2607910	LOWER HUTT	Lot 2 DP 86872	WN52C/618

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2600980	LOWER HUTT	Lot 2 DP 86885	WN54B/663
2958750	LOWER HUTT	Lot 2 DP 86917	WN52C/710
2958250	LOWER HUTT	Lot 2 DP 86918	WN52C/714
2958450	LOWER HUTT	Lot 2 DP 86919	WN52C/718
2652640	LOWER HUTT	Lot 2 DP 86921	WN52C/726
2613870	LOWER HUTT	Lot 2 DP 86929	WN54B/768
2736810	LOWER HUTT	Lot 2 DP 86952	WN54B/818
2631160	LOWER HUTT	Lot 2 DP 86962	WN54B/863
2605010	LOWER HUTT	Lot 2 DP 86972	WN54B/885
2614200	LOWER HUTT	Lot 2 DP 86973	WN54B/887
2622310	LOWER HUTT	Lot 2 DP 86976	WN54B/955
2651360	LOWER HUTT	Lot 2 DP 86992	WN52C/763
2614110	LOWER HUTT	Lot 2 DP 87036	WN54D/47
2604440	LOWER HUTT	Lot 2 DP 87037	WN54D/49
2604620	LOWER HUTT	Lot 2 DP 87038	WN54D/51
2617900	LOWER HUTT	Lot 2 DP 87039	WN54D/53
2609840	LOWER HUTT	Lot 2 DP 87040	WN54D/55
2551520	LOWER HUTT	Lot 2 DP 87066	WN54D/141
2607190	LOWER HUTT	Lot 2 DP 87067	WN54D/143
2638170	LOWER HUTT	Lot 2 DP 87108	WN52C/817
2593570	LOWER HUTT	Lot 2 DP 87122	WN54D/266
2651390	LOWER HUTT	Lot 2 DP 87129	WN54D/292
2641220	LOWER HUTT	Lot 2 DP 87135	WN54D/306
2641670	LOWER HUTT	Lot 2 DP 87161	WN54D/412
2588460	LOWER HUTT	Lot 2 DP 87179	WN54D/483
2618550	LOWER HUTT	Lot 2 DP 87183	WN52C/896
2610250	LOWER HUTT	Lot 2 DP 87193	WN54D/502
2635660	LOWER HUTT	Lot 2 DP 87222	WN54D/575
2593410	LOWER HUTT	Lot 2 DP 87236	WN54D/608
1696540	LOWER HUTT	Lot 2 DP 87255	WN54D/644
2618930	LOWER HUTT	Lot 2 DP 87256	WN54D/513
2605740	LOWER HUTT	Lot 2 DP 87257	WN54D/646
2721080	LOWER HUTT	Lot 2 DP 87263	WN54D/654
2604140	LOWER HUTT	Lot 2 DP 87324	WN54D/784
2956660	LOWER HUTT	Lot 2 DP 87359	WN54D/886
2603420	LOWER HUTT	Lot 2 DP 87389	WN54D/931
2647330	LOWER HUTT	Lot 2 DP 87390	WN54D/933
2959360	LOWER HUTT	Lot 2 DP 87434	WN55A/98
2598080	LOWER HUTT	Lot 2 DP 87451	WN55A/145
2619800	LOWER HUTT	Lot 2 DP 87454	WN55A/153
2638920	LOWER HUTT	Lot 2 DP 87491	WN55A/376
2620120	LOWER HUTT	Lot 2 DP 87521	WN55A/416
2614410	LOWER HUTT	Lot 2 DP 87530	WN55A/439
2959000	LOWER HUTT	Lot 2 DP 87581	WN55A/531
2335750	LOWER HUTT	Lot 2 DP 87631	WN55A/673
2348920	LOWER HUTT	Lot 2 DP 87632	WN55A/676
3559860	LOWER HUTT	Lot 2 DP 87647	WN55A/709
2725380	LOWER HUTT	Lot 2 DP 87651	WN55A/721
2611840	LOWER HUTT	Lot 2 DP 87658	WN55A/744
2722990	LOWER HUTT	Lot 2 DP 87684	WN55A/796
2628890	LOWER HUTT	Lot 2 DP 87690	WN55A/817
2624050	LOWER HUTT	Lot 2 DP 87691	WN55A/819

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2625500	LOWER HUTT	Lot 2 DP 87709	WN55A/871
2593710	LOWER HUTT	Lot 2 DP 87737	WN55A/953
2735290	LOWER HUTT	Lot 2 DP 87804	WN55B/220
2625390	LOWER HUTT	Lot 2 DP 87813	WN55C/132
2333130	LOWER HUTT	Lot 2 DP 87862	WN55C/228
2737560	LOWER HUTT	Lot 2 DP 87898	WN55C/285
2803500	LOWER HUTT	Lot 2 DP 87979	WN55C/504
2604010	LOWER HUTT	Lot 2 DP 88041	WN55C/619
2803170	LOWER HUTT	Lot 2 DP 88074	WN55C/728
3887610	LOWER HUTT	Lot 2 DP 88103	WN55C/816
2121980	LOWER HUTT	Lot 2 DP 88134	WN55C/878
3887470	LOWER HUTT	Lot 2 DP 88214	WN55D/40
2315870	LOWER HUTT	Lot 2 DP 88215	WN55D/42
2958890	LOWER HUTT	Lot 2 DP 88237	WN55D/95
2651690	LOWER HUTT	Lot 2 DP 88349	WN55D/367
2475820	LOWER HUTT	Lot 2 DP 88366	WN55D/427
2668650	LOWER HUTT	Lot 2 DP 88399	WN55D/478
2591500	LOWER HUTT	Lot 2 DP 88414	WN55D/548
2955980	LOWER HUTT	Lot 2 DP 88565	WN56B/186
2620420	LOWER HUTT	Lot 2 DP 88612	WN56B/279
2619990	LOWER HUTT	Lot 2 DP 88613	WN56B/281
2587510	LOWER HUTT	Lot 2 DP 88700	WN55B/926
2614500	LOWER HUTT	Lot 2 DP 88706	WN55B/937
2641870	LOWER HUTT	Lot 2 DP 88722	WN56B/508
2628130	LOWER HUTT	Lot 2 DP 88748	WN56B/561
2629740	LOWER HUTT	Lot 2 DP 88749	WN56B/563
2625760	LOWER HUTT	Lot 2 DP 88750	WN56B/565
2628980	LOWER HUTT	Lot 2 DP 88751	WN56B/567
2614490	LOWER HUTT	Lot 2 DP 88767	WN56B/593
2607250	LOWER HUTT	Lot 2 DP 88833	WN56B/820
2604850	LOWER HUTT	Lot 2 DP 88875	WN56D/82
2606980	LOWER HUTT	Lot 2 DP 88894	WN56D/116
2631580	LOWER HUTT	Lot 2 DP 88943	WN56C/195
2615540	LOWER HUTT	Lot 2 DP 89047	WN56C/443
2618960	LOWER HUTT	Lot 2 DP 89048	WN56C/445
2606900	LOWER HUTT	Lot 2 DP 89060	WN56C/477
2615910	LOWER HUTT	Lot 2 DP 89101	WN56D/259
2713400	LOWER HUTT	Lot 2 DP 89166	WN56C/757
2615220	LOWER HUTT	Lot 2 DP 89167	WN56C/759
2730010	LOWER HUTT	Lot 2 DP 89202	WN56C/857
2958470	LOWER HUTT	Lot 2 DP 89239	WN56C/927
2618790	LOWER HUTT	Lot 2 DP 89276	WN57A/4
2619110	LOWER HUTT	Lot 2 DP 89278	WN57A/8
2616160	LOWER HUTT	Lot 2 DP 89347	WN57A/159
2604700	LOWER HUTT	Lot 2 DP 89348	WN57A/161
2800790	LOWER HUTT	Lot 2 DP 89382	WN57A/218
2604040	LOWER HUTT	Lot 2 DP 89384	WN57A/237
2603270	LOWER HUTT	Lot 2 DP 89395	WN56D/422
2630940	LOWER HUTT	Lot 2 DP 89400	WN56D/445
2636530	LOWER HUTT	Lot 2 DP 89401	WN56D/447
2650980	LOWER HUTT	Lot 2 DP 89461	WN57A/391
2593190	LOWER HUTT	Lot 2 DP 89506	WN57A/471

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2659720	LOWER HUTT	Lot 2 DP 89685	WN57A/802
2663360	LOWER HUTT	Lot 2 DP 89693	WN56D/841
2121960	LOWER HUTT	Lot 2 DP 89694	WN56D/843
3882100	LOWER HUTT	Lot 2 DP 89695	WN56D/845
1169370	LOWER HUTT	Lot 2 DP 89779	WN57C/26
2585150	LOWER HUTT	Lot 2 DP 90093	WN57C/617
2323180	LOWER HUTT	Lot 2 DP 90110	WN57D/197
2585330	LOWER HUTT	Lot 2 DP 90213	WN57C/941
2585270	LOWER HUTT	Lot 2 DP 90276	WN58A/81
2625360	LOWER HUTT	Lot 2 DP 90532	WN58A/792
2663190	LOWER HUTT	Lot 2 DP 90562	WN57D/739
2561560	LOWER HUTT	Lot 20 DP 15372	WN47D/665
2677310	LOWER HUTT	Lot 20 DP 15443	WN49D/470
2666120	LOWER HUTT	Lot 20 DP 15742	WN51A/77
2650560	LOWER HUTT	Lot 20 DP 17052	WN49D/979
2631560	LOWER HUTT	Lot 20 DP 18343	WN50C/830
2733360	LOWER HUTT	Lot 20 DP 21859	WN50C/158
2737460	LOWER HUTT	Lot 20 DP 21916	WN50A/518
2587520	LOWER HUTT	Lot 201 DP 15426	WN51C/305
2649890	LOWER HUTT	Lot 201 DP 16388	WN734/85
2564330	LOWER HUTT	Lot 201 DP 8544	WN47D/841
2634990	LOWER HUTT	Lot 202 DP 15659	WN51C/293
2649900	LOWER HUTT	Lot 202 DP 16388	WN50C/511
2635740	LOWER HUTT	Lot 203 DP 15931	WN50A/681
2615520	LOWER HUTT	Lot 204 DP 15385	WN49B/388
2635020	LOWER HUTT	Lot 205 DP 15659	WN51C/294
2638470	LOWER HUTT	Lot 206 DP 16388	WN50C/512
2649920	LOWER HUTT	Lot 207 DP 16388	WN50C/513
2635050	LOWER HUTT	Lot 208 DP 15659	WN51C/295
2631200	LOWER HUTT	Lot 208 DP 15931	WN50A/684
2611890	LOWER HUTT	Lot 21 DP 15385	WN51A/876
2572520	LOWER HUTT	Lot 21 DP 15718	WN46B/197
2685040	LOWER HUTT	Lot 21 DP 17932	WN51A/886
2632530	LOWER HUTT	Lot 21 DP 24159	WN51D/243
2576880	LOWER HUTT	Lot 21 DP 9837	WN47D/262
2641610	LOWER HUTT	Lot 214 DP 16690	WN50C/924
2594700	LOWER HUTT	Lot 215 DP 15428	WN50C/662
2614450	LOWER HUTT	Lot 218 DP 15388	WN51D/612
2641640	LOWER HUTT	Lot 218 DP 16690	WN50C/925
2600270	LOWER HUTT	Lot 22 DP 15878, Lot 2 DP 24587	WN45C/733
2609290	LOWER HUTT	Lot 22 DP 18343	WN50C/831
2636710	LOWER HUTT	Lot 225 DP 15935	WN49D/421
2610360	LOWER HUTT	Lot 226 DP 16690	WN50C/928
2636760	LOWER HUTT	Lot 233 DP 15935	WN50A/675
2612650	LOWER HUTT	Lot 235 DP 15388	WN51D/617
2636450	LOWER HUTT	Lot 237 DP 15935	WN49D/427
2612690	LOWER HUTT	Lot 238 DP 15388	WN51D/615
2651710	LOWER HUTT	Lot 24 DP 15343	WN51A/41
2636420	LOWER HUTT	Lot 240 DP 15935	WN49D/426
2612740	LOWER HUTT	Lot 243 DP 15388	WN51A/544
2652760	LOWER HUTT	Lot 244 DP 17235	WN49D/503

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2612760	LOWER HUTT	Lot 245 DP 15388	WN51A/545
2611910	LOWER HUTT	Lot 25 DP 15385	WN51A/877
2624070	LOWER HUTT	Lot 25 DP 15392	WN50C/976
2674480	LOWER HUTT	Lot 25 DP 16950	WN50A/89
2684910	LOWER HUTT	Lot 25 DP 19074	WNC3/675
2612830	LOWER HUTT	Lot 250.DP 15385	WN51A/549
2612860	LOWER HUTT	Lot 252 DP 15385	WN51A/551
2612870	LOWER HUTT	Lot 253 DP 15385	WN51A/552
2612910	LOWER HUTT	Lot 257 DP 15388	WN51A/547
2612920	LOWER HUTT	Lot 258 DP 15388	WN51A/548
2593590	LOWER HUTT	Lot 26 DP 15680	WN50C/120
3776120	LOWER HUTT	Lot 26 DP 17223	WN51D/197
2685210	LOWER HUTT	Lot 26 DP 17931	WN50C/527
2733370	LOWER HUTT	Lot 26 DP 22773	WN51C/867
2615620	LOWER HUTT	Lot 265 DP 15388	WN51C/94
2615630	LOWER HUTT	Lot 266 DP 15388	WN48C/116
2615650	LOWER HUTT	Lot 268 DP 15388	WN51C/95
2642050	LOWER HUTT	Lot 269 DP 15935	WN49D/371
2597460	LOWER HUTT	Lot 27 DP 15368	WN50C/135
2624090	LOWER HUTT	Lot 27 DP 15392	WN50C/975
2578060	LOWER HUTT	Lot 27 DP 15427	WN51C/310
2615720	LOWER HUTT	Lot 275 DP 15388	WN51C/97
2646970	LOWER HUTT	Lot 276 DP 15935	WN49D/372
2615740	LOWER HUTT	Lot 277 DP 15388	WN51C/98
2647010	LOWER HUTT	Lot 278 DP 15935	WN49D/363
2624100	LOWER HUTT	Lot 28 DP 15392	WN50C/974
2609570	LOWER HUTT	Lot 28 DP 15742	WN51C/556
2603570	LOWER HUTT	Lot 28 DP 16512	WN51A/703
2958840	LOWER HUTT	Lot 28 DP 17223	WN51D/123
3597730	LOWER HUTT	Lot 28 DP 17223	WN51D/123
2685230	LOWER HUTT	Lot 28 DP 17931	WN50C/528
2684940	LOWER HUTT	Lot 28 DP 19074	WN51D/228
2722040	LOWER HUTT	Lot 28 DP 22462	WN51A/654
2647020	LOWER HUTT	Lot 280 DP 15935	WN49D/362
2644820	LOWER HUTT	Lot 284 DP 15935	WN50C/508
2958310	LOWER HUTT	Lot 29 DP 17223	WN51D/124
3598320	LOWER HUTT	Lot 29 DP 17223	WN51D/124
2647110	LOWER HUTT	Lot 290 DP 15935	WN49D/364
2635200	LOWER HUTT	Lot 297 DP 15935	WN50C/509
2668330	LOWER HUTT	Lot 3 DP 15258	WN51A/118
2657000	LOWER HUTT	Lot 3 DP 15342	WN50A/101
2601830	LOWER HUTT	Lot 3 DP 15584	WN49D/931
2581020	LOWER HUTT	Lot 3 DP 15690	WN51A/384
2651190	LOWER HUTT	Lot 3 DP 16386	WN49D/958
2679790	LOWER HUTT	Lot 3 DP 17449	WN49D/713
2683870	LOWER HUTT	Lot 3 DP 17929	WN46C/98
2691580	LOWER HUTT	Lot 3 DP 18341	WN49D/714
2692390	LOWER HUTT	Lot 3 DP 19175	WN51A/910
2615060	LOWER HUTT	Lot 3 DP 21344	WN51D/618
2586670	LOWER HUTT	Lot 3 DP 22532	WN47D/436
2574570	LOWER HUTT	Lot 3 DP 22681	WN47D/281
2621590	LOWER HUTT	Lot 3 DP 22846	WN56A/159

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2623780	LOWER HUTT	Lot 3 DP 22928	WN50C/529
2647920	LOWER HUTT	Lot 3 DP 23097	WN50A/321
2614020	LOWER HUTT	Lot 3 DP 23104	WN51A/874
2554670	LOWER HUTT	Lot 3 DP 23330	WN47D/839
2599720	LOWER HUTT	Lot 3 DP 24252	WN51A/266
2621500	LOWER HUTT	Lot 3 DP 24339	WN50C/523
2600600	LOWER HUTT	Lot 3 DP 24618	WN51C/179
2603590	LOWER HUTT	Lot 3 DP 24747	WN51A/704
2600700	LOWER HUTT	Lot 3 DP 24909	WN51C/323
2665960	LOWER HUTT	Lot 3 DP 24910	WNB2/667
2578120	LOWER HUTT	Lot 3 DP 25931	WN51D/830
2599970	LOWER HUTT	Lot 3 DP 26655	WN51A/340
2591780	LOWER HUTT	Lot 3 DP 26669	WN51C/630
2586640	LOWER HUTT	Lot 3 DP 26679	WN51D/893
2610090	LOWER HUTT	Lot 3 DP 30919	WN7C/360
2476240	LOWER HUTT	Lot 3 DP 338595	158929
2793820	LOWER HUTT	Lot 3 DP 44532	WN51A/896
2702840	LOWER HUTT	Lot 3 DP 57287	WN47D/722
1696560	LOWER HUTT	Lot 3 DP 71886	WN50C/237
2597750	LOWER HUTT	Lot 3 DP 83800	WN50D/766
2697040	LOWER HUTT	Lot 3 DP 84158	WN51B/776
2633670	LOWER HUTT	Lot 3 DP 84231	WN51B/975
2614980	LOWER HUTT	Lot 3 DP 84590	WN52A/919
2577280	LOWER HUTT	Lot 3 DP 84656	WN52B/153
2572200	LOWER HUTT	Lot 3 DP 84695	WN52B/241
4000494	LOWER HUTT	Lot 3 DP 84779	WN52C/19
2348940	LOWER HUTT	Lot 3 DP 84964	WN52B/960
2104350	LOWER HUTT	Lot 3 DP 84997	WN53A/17
2601310	LOWER HUTT	Lot 3 DP 85011	WN53A/52
3836390	LOWER HUTT	Lot 3 DP 85059	WN53A/213
1179240	LOWER HUTT	Lot 3 DP 85066	WN53A/244
3887540	LOWER HUTT	Lot 3 DP 85068	WN53A/255
1172900	LOWER HUTT	Lot 3 DP 85125	WN53A/426
2608930	LOWER HUTT	Lot 3 DP 85149	WN53A/482
2591290	LOWER HUTT	Lot 3 DP 85191	WN53A/672
2577700	LOWER HUTT	Lot 3 DP 85200	WN53A/706
2586170	LOWER HUTT	Lot 3 DP 85302	WN53A/955
3887490	LOWER HUTT	Lot 3 DP 85354	WN53B/59
2572850	LOWER HUTT	Lot 3 DP 85416	WN53B/246
3886890	LOWER HUTT	Lot 3 DP 85431	WN53B/295
2601150	LOWER HUTT	Lot 3 DP 85474	WN53B/340
2648160	LOWER HUTT	Lot 3 DP 85479	WN53B/370
2592460	LOWER HUTT	Lot 3 DP 85498	WN53B/450
2594950	LOWER HUTT	Lot 3 DP 85542	WN53B/618
2608740	LOWER HUTT	Lot 3 DP 85567	WN53B/723
1696490	LOWER HUTT	Lot 3 DP 85588	WN53B/651
3566670	LOWER HUTT	Lot 3 DP 85590	WN53B/656
2697410	LOWER HUTT	Lot 3 DP 85620	WN53B/874
2958620	LOWER HUTT	Lot 3 DP 85654	WN53B/947
3875970	LOWER HUTT	Lot 3 DP 85762	WN53C/353
3904290	LOWER HUTT	Lot 3 DP 85793	WN53C/436
3836380	LOWER HUTT	Lot 3 DP 85834	WN53C/523

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2349380	LOWER HUTT	Lot 3 DP 85893	WN53C/718
3882080	LOWER HUTT	Lot 3 DP 85906	WN53C/748
2587000	LOWER HUTT	Lot 3 DP 86017	WN53D/189
2958760	LOWER HUTT	Lot 3 DP 86917	WN52C/711
2958720	LOWER HUTT	Lot 3 DP 86918	WN52C/715
3607490	LOWER HUTT	Lot 3 DP 86920	WN52C/719
2796700	LOWER HUTT	Lot 3 DP 86928, ¼ Share of Lot 5 DP 86928, ½ Share of Lot 7 DP 86928	WN54B/763
2736840	LOWER HUTT	Lot 3 DP 86952	WN54B/819
2593550	LOWER HUTT	Lot 3 DP 87122	WN54D/267
2588450	LOWER HUTT	Lot 3 DP 87179	WN54D/484
6001032	LOWER HUTT	Lot 3 DP 87257	WN54D/647
2721100	LOWER HUTT	Lot 3 DP 87263	WN54D/655
2956230	LOWER HUTT	Lot 3 DP 87359	WN54D/887
2663550	LOWER HUTT	Lot 3 DP 87631	WN55A/674
3559850	LOWER HUTT	Lot 3 DP 87647	WN55A/710
2725370	LOWER HUTT	Lot 3 DP 87651	WN55A/722
2723020	LOWER HUTT	Lot 3 DP 87684	WN55A/797
2593700	LOWER HUTT	Lot 3 DP 87737	WN55A/954
2735280	LOWER HUTT	Lot 3 DP 87804	WN55B/263
2959230	LOWER HUTT	Lot 3 DP 87861	WN55C/221
2333120	LOWER HUTT	Lot 3 DP 87862	WN55C/229
2737550	LOWER HUTT	Lot 3 DP 87898	WN55C/286
2295440	LOWER HUTT	Lot 3 DP 88216	WN55D/49
2240090	LOWER HUTT	Lot 3 DP 88399	WN55D/479
2957680	LOWER HUTT	Lot 3 DP 88565	WN56B/187
2121990	LOWER HUTT	Lot 3 DP 88706	WN55B/938
2604860	LOWER HUTT	Lot 3 DP 88876	WN56D/83
2730000	LOWER HUTT	Lot 3 DP 89202	WN56C/858
2650840	LOWER HUTT	Lot 3 DP 89461	WN57A/392
2593180	LOWER HUTT	Lot 3 DP 89506	WN57A/472
2585120	LOWER HUTT	Lot 3 DP 89778	WN57C/23
1169350	LOWER HUTT	Lot 3 DP 89779	WN57C/27
2585160	LOWER HUTT	Lot 3 DP 90093	WN57C/618
2323200	LOWER HUTT	Lot 3 DP 90110	WN57D/198
2585340	LOWER HUTT	Lot 3 DP 90213	WN57C/942
2585280	LOWER HUTT	Lot 3 DP 90276	WN58A/82
2121940	LOWER HUTT	Lot 3 DP 90532	WN58A/793
3896420	LOWER HUTT	Lot 3 DP 90562	WN57D/740
2554210	LOWER HUTT	Lot 30 DP 15994	WN46B/140
2733410	LOWER HUTT	Lot 30 DP 22773	WN50C/680
6000614	LOWER HUTT	Lot 304 DP 15935	WNF1/698
2733420	LOWER HUTT	Lot 31 DP 22773	WN50C/681
2618690	LOWER HUTT	Lot 316 DP 15386	WN51A/92
2618710	LOWER HUTT	Lot 318 DP 15386	WN51A/93
2635610	LOWER HUTT	Lot 318 DP 15931	WN51C/685
2609720	LOWER HUTT	Lot 32 DP 15742	WN51C/557
2614270	LOWER HUTT	Lot 32 DP 17481	WN49D/349
2635780	LOWER HUTT	Lot 326 DP 15935	WN48C/779
2618810	LOWER HUTT	Lot 327 DP 15386	WN51A/95
6000635	LOWER HUTT	Lot 33 DP 15385	WN51A/875

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2625910	LOWER HUTT	Lot 33 DP 15392	WN50C/973
2722090	LOWER HUTT	Lot 33 DP 20517	WN50A/549
2618860	LOWER HUTT	Lot 332 DP 15386	WN51A/97
1696510	LOWER HUTT	Lot 34 DP 18397	WN51A/530
2691510	LOWER HUTT	Lot 34 DP 18397	WN51A/530
2722100	LOWER HUTT	Lot 34 DP 20517	WN50A/550
2734310	LOWER HUTT	Lot 34 DP 21916	WN51A/657
2564870	LOWER HUTT	Lot 34 DP 8543	WN46C/970
2618990	LOWER HUTT	Lot 344 DP 15386	WN49B/292
2619010	LOWER HUTT	Lot 346 DP 15386	WN49B/293
2722110	LOWER HUTT	Lot 35 DP 20517	WN50A/551
2734320	LOWER HUTT	Lot 35 DP 21916	WN51A/658
2651400	LOWER HUTT	Lot 354 DP 15935	WN51A/296
2662920	LOWER HUTT	Lot 36 DP 15308	WNA3/1202
2650500	LOWER HUTT	Lot 36 DP 17223	WN51D/125
2639040	LOWER HUTT	Lot 369 DP 15935	WN51A/297
2684670	LOWER HUTT	Lot 37 DP 17931	WN50C/532
2745460	LOWER HUTT	Lot 37 DP 22773	WN50C/682
2745470	LOWER HUTT	Lot 38 DP 22773	WN50C/683
2633390	LOWER HUTT	Lot 39 DP 15393	WN49B/367
2607580	LOWER HUTT	Lot 39 DP 16690	WN50A/262
2691560	LOWER HUTT	Lot 39 DP 18397	WN51A/531
2635670	LOWER HUTT	Lot 391 DP 15931	WN49D/158
2662160	LOWER HUTT	Lot 4 DP 15443	WN49D/471
2593520	LOWER HUTT	Lot 4 DP 15680	WN50C/122
2651250	LOWER HUTT	Lot 4 DP 16386	WN49D/959
2681540	LOWER HUTT	Lot 4 DP 17449	WN49D/715
2659550	LOWER HUTT	Lot 4 DP 18291	WN49D/356
2615140	LOWER HUTT	Lot 4 DP 18546	WN49B/389
2591170	LOWER HUTT	Lot 4 DP 18915	WN52D/441
2592750	LOWER HUTT	Lot 4 DP 19315	WN51C/768
2591450	LOWER HUTT	Lot 4 DP 19758	WN51A/844
2553840	LOWER HUTT	Lot 4 DP 19878	WN47D/261
2623810	LOWER HUTT	Lot 4 DP 22928	WNC3/671
2740080	LOWER HUTT	Lot 4 DP 23685	WN50C/428
2599710	LOWER HUTT	Lot 4 DP 24252	WND1/227
2581900	LOWER HUTT	Lot 4 DP 24417	WN56A/628
2587410	LOWER HUTT	Lot 4 DP 24480	WN51A/204
2600610	LOWER HUTT	Lot 4 DP 24618	WN51C/180
2600690	LOWER HUTT	Lot 4 DP 24909	WN51C/324
2573010	LOWER HUTT	Lot 4 DP 25007	WNB2/1460
2585950	LOWER HUTT	Lot 4 DP 26656	WN51A/271
2591770	LOWER HUTT	Lot 4 DP 26669	WN50C/853
2617840	LOWER HUTT	Lot 4 DP 26670	WN51A/268
2586630	LOWER HUTT	Lot 4 DP 26679	WN51D/894
2572170	LOWER HUTT	Lot 4 DP 27308	WN47D/961
6000331	LOWER HUTT	Lot 4 DP 43099	WN49B/128
2702830	LOWER HUTT	Lot 4 DP 57287	WN47D/723
2580890	LOWER HUTT	Lot 4 DP 81648	WN48B/119
2619540	LOWER HUTT	Lot 4 DP 83750	WN50D/654
2697030	LOWER HUTT	Lot 4 DP 84158	WN51B/777
2633660	LOWER HUTT	Lot 4 DP 84231	WN51B/976

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2614970	LOWER HUTT	Lot 4 DP 84590	WN52A/920
2572190	LOWER HUTT	Lot 4 DP 84695	WN52B/242
2673640	LOWER HUTT	Lot 4 DP 84964	WN52B/961
2601320	LOWER HUTT	Lot 4 DP 85011	WN53A/53
3800170	LOWER HUTT	Lot 4 DP 85023	WN53A/92
2660640	LOWER HUTT	Lot 4 DP 85066	WN53A/245
2959040	LOWER HUTT	Lot 4 DP 85067	WN53A/251
2672570	LOWER HUTT	Lot 4 DP 85068	WN53A/256
2608920	LOWER HUTT	Lot 4 DP 85149	WN53A/483
2577710	LOWER HUTT	Lot 4 DP 85200	WN53A/707
2586180	LOWER HUTT	Lot 4 DP 85302	WN53A/956
2120410	LOWER HUTT	Lot 4 DP 85416	WN53B/247
2677220	LOWER HUTT	Lot 4 DP 85431	WN53B/296
2648170	LOWER HUTT	Lot 4 DP 85479	WN53B/371
1177160	LOWER HUTT	Lot 4 DP 85555	WN53B/671
2608750	LOWER HUTT	Lot 4 DP 85567	WN53B/724
2697420	LOWER HUTT	Lot 4 DP 85620	WN53B/875
2958640	LOWER HUTT	Lot 4 DP 85654	WN53B/948
2552590	LOWER HUTT	Lot 4 DP 85762	WN53C/354
2476260	LOWER HUTT	Lot 4 DP 85783	WN53C/409
2673470	LOWER HUTT	Lot 4 DP 85793	WN53C/437
2349390	LOWER HUTT	Lot 4 DP 85893	WN53C/719
2475830	LOWER HUTT	Lot 4 DP 86017	WN53D/190
2958780	LOWER HUTT	Lot 4 DP 86917	WN52C/712
2958730	LOWER HUTT	Lot 4 DP 86918	WN52C/716
3607510	LOWER HUTT	Lot 4 DP 86920	WN52C/720
2796710	LOWER HUTT	Lot 4 DP 86928, Lot 6 DP 86928, ¼ Share of Lot 5 DP 86928, ½ Share of Lot 7 DP 86928	WN54B/764
2736830	LOWER HUTT	Lot 4 DP 86952	WN54B/820
2593560	LOWER HUTT	Lot 4 DP 87122	WN54D/268
2588440	LOWER HUTT	Lot 4 DP 87179	WN54D/485
2721090	LOWER HUTT	Lot 4 DP 87263	WN54D/656
2672710	LOWER HUTT	Lot 4 DP 87647	WN55A/711
2725360	LOWER HUTT	Lot 4 DP 87651	WN55A/723
2723010	LOWER HUTT	Lot 4 DP 87684	WN55A/798
2674980	LOWER HUTT	Lot 4 DP 87737	WN55A/955
2958210	LOWER HUTT	Lot 4 DP 87861	WN55C/222
2671990	LOWER HUTT	Lot 4 DP 87862	WN55C/230
2315860	LOWER HUTT	Lot 4 DP 88215	WN55D/44
2638200	LOWER HUTT	Lot 4 DP 88216	WN55D/50
2240110	LOWER HUTT	Lot 4 DP 88399	WN55D/480
2957690	LOWER HUTT	Lot 4 DP 88565	WN56B/188
2604870	LOWER HUTT	Lot 4 DP 88876	WN56D/84
2729990	LOWER HUTT	Lot 4 DP 89202	WN56C/859
2650830	LOWER HUTT	Lot 4 DP 89461	WN57A/393
2593170	LOWER HUTT	Lot 4 DP 89506	WN57A/473
2585130	LOWER HUTT	Lot 4 DP 89778	WN57C/24
1169310	LOWER HUTT	Lot 4 DP 89779	WN57C/28
2585170	LOWER HUTT	Lot 4 DP 90093	WN57C/619
2323210	LOWER HUTT	Lot 4 DP 90110	WN57D/199

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2585350	LOWER HUTT	Lot 4 DP 90213	WN57C/943
2585290	LOWER HUTT	Lot 4 DP 90276	WN58A/83
3896430	LOWER HUTT	Lot 4 DP 90562	WN57D/741
2684830	LOWER HUTT	Lot 40 DP 19074	WN51D/230
2630050	LOWER HUTT	Lot 403 DP 15935	WN52D/222
2674860	LOWER HUTT	Lot 41 DP 17052	WN51A/725
2684700	LOWER HUTT	Lot 41 DP 17931	WN50C/970
2684840	LOWER HUTT	Lot 41 DP 19074	WN51D/231
2622190	LOWER HUTT	Lot 412 DP 15388	WN51A/798
2611660	LOWER HUTT	Lot 42 DP 15385	WN50A/64
2674870	LOWER HUTT	Lot 42 DP 17052	WN51A/726
2692360	LOWER HUTT	Lot 42 DP 17931	WN50C/971
2673610	LOWER HUTT	Lot 42 DP 19516	WN50A/911
2601760	LOWER HUTT	Lot 43 DP 15580	WN49D/932
2722270	LOWER HUTT	Lot 43 DP 20517	WN50A/552
2592910	LOWER HUTT	Lot 44 DP 15357	WN51C/765
2611780	LOWER HUTT	Lot 44 DP 15385	WN51A/878
2631250	LOWER HUTT	Lot 44 DP 16512	WN51A/708
2762330	LOWER HUTT	Lot 44 DP 24037	WN49D/829
2619850	LOWER HUTT	Lot 445 DP 15391	WN52D/984
2631260	LOWER HUTT	Lot 45 DP 16512	WN51A/709
2674900	LOWER HUTT	Lot 45 DP 17052	WN51A/727
2762340	LOWER HUTT	Lot 45 DP 24037	WN49D/830
2628960	LOWER HUTT	Lot 457 DP 15391	WN52D/985
2630530	LOWER HUTT	Lot 460 DP 15388	WN49B/409
2630540	LOWER HUTT	Lot 461 DP 15388	WN49B/410
2624850	LOWER HUTT	Lot 469 DP 15391	WN49B/412
2662240	LOWER HUTT	Lot 47 DP 15443	WN51C/277
2608950	LOWER HUTT	Lot 47 DP 15742	WN51A/433
2762360	LOWER HUTT	Lot 47 DP 24037	WN49D/831
2638870	LOWER HUTT	Lot 470 DP 15935	WN52D/224
2624900	LOWER HUTT	Lot 474 DP 15391	WN49B/414
2666210	LOWER HUTT	Lot 474 DP 15935	WN52D/223
2636830	LOWER HUTT	Lot 479 DP 15935	WN48C/2
2701310	LOWER HUTT	Lot 48 DP 19074	WN51A/792
2787770	LOWER HUTT	Lot 48 DP 31331	WN8C/929
2630510	LOWER HUTT	Lot 482 DP 15388	WN49B/416
2642030	LOWER HUTT	Lot 488 DP 15935	WN49D/370
2640510	LOWER HUTT	Lot 49 DP 15514	WN51A/749
2600140	LOWER HUTT	Lot 49 DP 15680	WN50A/709
2762370	LOWER HUTT	Lot 49 DP 24037	WNC4/409
2797830	LOWER HUTT	Lot 49 DP 41329	WN47D/203
2669900	LOWER HUTT	Lot 499 DP 15935	WN49D/367
2609830	LOWER HUTT	Lot 5 DP 15742	WN51A/75
2607040	LOWER HUTT	Lot 5 DP 16690	WN50A/250
2622150	LOWER HUTT	Lot 5 DP 17073	WN51A/796
2679320	LOWER HUTT	Lot 5 DP 17923	WN49D/160
2682900	LOWER HUTT	Lot 5 DP 17929	WN49D/142
2591180	LOWER HUTT	Lot 5 DP 18915	WN52D/440
2609110	LOWER HUTT	Lot 5 DP 20513	WN51A/434
2660220	LOWER HUTT	Lot 5 DP 21291	WN51C/575
2725350	LOWER HUTT	Lot 5 DP 22463	WN50C/779

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2740090	LOWER HUTT	Lot 5 DP 23685	WN50C/429
2604800	LOWER HUTT	Lot 5 DP 24209	WN51C/728
2621530	LOWER HUTT	Lot 5 DP 24339	WN50C/524
2604540	LOWER HUTT	Lot 5 DP 24590	WNB2/712
2600590	LOWER HUTT	Lot 5 DP 24618	WN51C/181
2585960	LOWER HUTT	Lot 5 DP 26656	WN51A/272
2591760	LOWER HUTT	Lot 5 DP 26669	WN51C/631
2571950	LOWER HUTT	Lot 5 DP 27308	WN47D/962
2787440	LOWER HUTT	Lot 5 DP 42088	WN50C/677
2653300	LOWER HUTT	Lot 5 DP 43099	WN49B/129
2787830	LOWER HUTT	Lot 5 DP 44912	WN48C/117
2643800	LOWER HUTT	Lot 5 DP 45216	WN47D/710
2797630	LOWER HUTT	Lot 5 DP 48177	WN50C/850
2702850	LOWER HUTT	Lot 5 DP 57287	WN47D/724
2650820	LOWER HUTT	Lot 5 DP 59524	WN47D/556
1958040	LOWER HUTT	Lot 5 DP 84695	WN52B/243
2663690	LOWER HUTT	Lot 5 DP 84997	WN53A/19
2660630	LOWER HUTT	Lot 5 DP 85066	WN53A/246
2577570	LOWER HUTT	Lot 5 DP 85200	WN53A/708
2120390	LOWER HUTT	Lot 5 DP 85416	WN53B/248
2592480	LOWER HUTT	Lot 5 DP 85498	WN53B/452
2594930	LOWER HUTT	Lot 5 DP 85542	WN53B/620
1177150	LOWER HUTT	Lot 5 DP 85555	WN53B/672
2564650	LOWER HUTT	Lot 5 DP 85590	WN53B/746
2958630	LOWER HUTT	Lot 5 DP 85654	WN53B/949
3904310	LOWER HUTT	Lot 5 DP 85793	WN53C/438
2349370	LOWER HUTT	Lot 5 DP 85893	WN53C/720
3866170	LOWER HUTT	Lot 5 DP 86002	WN53D/155
2475840	LOWER HUTT	Lot 5 DP 86017	WN47B/808
2958920	LOWER HUTT	Lot 5 DP 86920	WN52C/721
2736850	LOWER HUTT	Lot 5 DP 86952	WN54B/821
2588430	LOWER HUTT	Lot 5 DP 87179	WN54D/486
2722570	LOWER HUTT	Lot 5 DP 87376	WN54D/896
3777650	LOWER HUTT	Lot 5 DP 87737	WN55A/956
2735260	LOWER HUTT	Lot 5 DP 87804	WN55B/223
2958220	LOWER HUTT	Lot 5 DP 87861	WN55C/223
2315880	LOWER HUTT	Lot 5 DP 88215	WN55D/45
2652710	LOWER HUTT	Lot 5 DP 88399	WN55D/481
3880890	LOWER HUTT	Lot 5 DP 88876	WN56D/85
2730070	LOWER HUTT	Lot 5 DP 89202	WN56C/860
2593210	LOWER HUTT	Lot 5 DP 89506	WN57A/474
2592980	LOWER HUTT	Lot 50 DP 15357	WN51C/767
2620040	LOWER HUTT	Lot 501 DP 15391	WN46C/94
2620050	LOWER HUTT	Lot 502 DP 15391	WN49B/992
2620090	LOWER HUTT	Lot 506 DP 15391	WN49B/993
2662280	LOWER HUTT	Lot 51 DP 15443	WN51C/279
2641260	LOWER HUTT	Lot 51 DP 15514	WN51A/750
2630340	LOWER HUTT	Lot 516 DP 15388	WN49B/996
2628000	LOWER HUTT	Lot 52 DP 15392	WN51C/367
2740800	LOWER HUTT	Lot 53 DP 24472	WND4/1375
2628930	LOWER HUTT	Lot 531 DP 15391	WN51A/519
2628940	LOWER HUTT	Lot 532 DP 15391	WN51A/520

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2629020	LOWER HUTT	Lot 534 DP 15391	WN51A/521
2629040	LOWER HUTT	Lot 536 DP 15391	WN51A/522
2662310	LOWER HUTT	Lot 54 DP 15443	WN51C/280
2641290	LOWER HUTT	Lot 54 DP 15514	WN51A/752
2620240	LOWER HUTT	Lot 542 DP 15391	WN51A/523
2620290	LOWER HUTT	Lot 547 DP 15388	WN47D/853
2611880	LOWER HUTT	Lot 55 DP 15385	WN51A/880
2628030	LOWER HUTT	Lot 55 DP 15392	WN51C/368
2615960	LOWER HUTT	Lot 55 DP 16690	WN49D/297
2624170	LOWER HUTT	Lot 56 DP 15392	WN51C/369
2674290	LOWER HUTT	Lot 56 DP 15443	WN51C/281
2615970	LOWER HUTT	Lot 56 DP 16690	WN49D/298
2622320	LOWER HUTT	Lot 56 DP 17481	WN51A/963
2620460	LOWER HUTT	Lot 564 DP 15391	WN50C/787
2615980	LOWER HUTT	Lot 57 DP 16690	WN49D/299
2641920	LOWER HUTT	Lot 577 DP 15390	WN51A/513
2743600	LOWER HUTT	Lot 58 DP 24472	WN50C/434
2674320	LOWER HUTT	Lot 59 DP 15443	WN51C/282
2603900	LOWER HUTT	Lot 59 DP 16512	WN51A/713
2621660	LOWER HUTT	Lot 594 DP 15390	WN47D/850
2621680	LOWER HUTT	Lot 596 DP 15390	WN47D/851
2625420	LOWER HUTT	Lot 599 DP 15390	WN47D/852
2648100	LOWER HUTT	Lot 6 DP 15339	WN51A/256
2655360	LOWER HUTT	Lot 6 DP 15659	WN47D/905
2598410	LOWER HUTT	Lot 6 DP 15878	WN51A/867
2607050	LOWER HUTT	Lot 6 DP 16690	WN50A/251
2594800	LOWER HUTT	Lot 6 DP 19415	WN51C/585
2615570	LOWER HUTT	Lot 6 DP 19435	WN49B/390
2623340	LOWER HUTT	Lot 6 DP 19437	WN49B/380
2609100	LOWER HUTT	Lot 6 DP 20513	WN51A/435
2734430	LOWER HUTT	Lot 6 DP 21916	WN49B/675
2582080	LOWER HUTT	Lot 6 DP 22247	WN50C/911
2614300	LOWER HUTT	Lot 6 DP 23588	WN50A/759
2693730	LOWER HUTT	Lot 6 DP 24339	WNA4/498
2600670	LOWER HUTT	Lot 6 DP 24909	WN51C/325
2599920	LOWER HUTT	Lot 6 DP 26655	WN51A/341
2585970	LOWER HUTT	Lot 6 DP 26656	WN51A/273
2585310	LOWER HUTT	Lot 6 DP 26679	WN51D/895
2660260	LOWER HUTT	Lot 6 DP 54303	WN47D/553
2702860	LOWER HUTT	Lot 6 DP 57287	WN47D/725
2650590	LOWER HUTT	Lot 6 DP 59524	WN47D/557
2104340	LOWER HUTT	Lot 6 DP 84997	WN53A/20
2572840	LOWER HUTT	Lot 6 DP 85416	WN53B/249
2592490	LOWER HUTT	Lot 6 DP 85498	WN53B/453
2594920	LOWER HUTT	Lot 6 DP 85542	WN53B/621
2594990	LOWER HUTT	Lot 6 DP 85783	WN53C/411
2673480	LOWER HUTT	Lot 6 DP 85793	WN53C/439
2587400	LOWER HUTT	Lot 6 DP 85893	WN53C/721
3866150	LOWER HUTT	Lot 6 DP 86002	WN53D/156
3607540	LOWER HUTT	Lot 6 DP 86920	WN52C/722
2736860	LOWER HUTT	Lot 6 DP 86952	WN54B/822
2588420	LOWER HUTT	Lot 6 DP 87179	WN54D/487

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2722580	LOWER HUTT	Lot 6 DP 87376	WN54D/897
2735250	LOWER HUTT	Lot 6 DP 87804	WN55B/224
2638180	LOWER HUTT	Lot 6 DP 88215	WN55D/46
3880900	LOWER HUTT	Lot 6 DP 88876	WN56D/86
2730080	LOWER HUTT	Lot 6 DP 89202	WN56C/861
2593220	LOWER HUTT	Lot 6 DP 89506	WN57A/475
2663200	LOWER HUTT	Lot 6 DP 90562	WN57D/743
2668710	LOWER HUTT	Lot 60 DP 15443	WN51C/283
2694690	LOWER HUTT	Lot 60 DP 15514	WN51A/753
2603910	LOWER HUTT	Lot 60 DP 16512	WN51A/714
2616010	LOWER HUTT	Lot 60 DP 16690	WN49D/301
2632780	LOWER HUTT	Lot 604 DP 15393	WN46C/93
2625480	LOWER HUTT	Lot 612 DP 15393	WN51A/542
2554590	LOWER HUTT	Lot 62 DP 15994	WN51D/209
2674940	LOWER HUTT	Lot 62 DP 17052	WN47D/193
2625730	LOWER HUTT	Lot 622 DP 15390	WN51A/903
2628320	LOWER HUTT	Lot 624 DP 15390	WN47D/858
2616040	LOWER HUTT	Lot 63 DP 16690	WN49D/303
2674950	LOWER HUTT	Lot 63 DP 17052	WN47D/141
2647780	LOWER HUTT	Lot 64 DP 15513	WN51C/388
2616060	LOWER HUTT	Lot 65 DP 16690	WN46C/85
2625610	LOWER HUTT	Lot 650 DP 15390	WN50C/536
2625620	LOWER HUTT	Lot 651 DP 15390	WN50C/534
2625160	LOWER HUTT	Lot 656 DP 15390	WN50C/540
2625170	LOWER HUTT	Lot 657 DP 15390	WN50C/541
2625180	LOWER HUTT	Lot 658 DP 15390	WN50C/542
2625190	LOWER HUTT	Lot 659 DP 15390	WN50C/543
2621700	LOWER HUTT	Lot 66 DP 15385	WN51D/406
2616070	LOWER HUTT	Lot 66 DP 16690	WN49D/304
2625640	LOWER HUTT	Lot 662 DP 15390	WN50C/544
2625220	LOWER HUTT	Lot 664 DP 15393	WN51A/885
2643370	LOWER HUTT	Lot 67 DP 15385	WN51D/407
2647810	LOWER HUTT	Lot 67 DP 15513	WN51C/389
2599780	LOWER HUTT	Lot 67 DP 15530	WN50C/521
2625270	LOWER HUTT	Lot 670 DP 15393	WN49D/647
2599790	LOWER HUTT	Lot 68 DP 15530	WN51C/641
2609320	LOWER HUTT	Lot 68 DP 16551	WN51C/703
2599800	LOWER HUTT	Lot 69 DP 15530	WN51C/642
2625750	LOWER HUTT	Lot 693 DP 15390	WN51A/904
2625530	LOWER HUTT	Lot 697 DP 15390	WN50A/920
2557570	LOWER HUTT	Lot 7 DP 15567	WN50A/43
2655370	LOWER HUTT	Lot 7 DP 15659	WN47D/906
2586790	LOWER HUTT	Lot 7 DP 15683	WN50A/353
2598420	LOWER HUTT	Lot 7 DP 15878	WN51D/550
2684400	LOWER HUTT	Lot 7 DP 17932	WNC3/673
2690330	LOWER HUTT	Lot 7 DP 19073	WN52D/989
2609240	LOWER HUTT	Lot 7 DP 19175	WN49D/245
2633710	LOWER HUTT	Lot 7 DP 22846	WN56A/161
2614310	LOWER HUTT	Lot 7 DP 23588	WN50A/760
2600660	LOWER HUTT	Lot 7 DP 24909	WN51C/326
2599910	LOWER HUTT	Lot 7 DP 26655	WN51A/342
2591740	LOWER HUTT	Lot 7 DP 26669	WN50A/361

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2722030	LOWER HUTT	Lot 7 DP 27052	WN56A/54
2650580	LOWER HUTT	Lot 7 DP 59524	WN47D/996
2104320	LOWER HUTT	Lot 7 DP 84997	WN53A/21
2120420	LOWER HUTT	Lot 7 DP 85416	WN53B/250
2592510	LOWER HUTT	Lot 7 DP 85498	WN53B/454
2594910	LOWER HUTT	Lot 7 DP 85542	WN53B/622
2476250	LOWER HUTT	Lot 7 DP 85783	WN53C/412
2587390	LOWER HUTT	Lot 7 DP 85893	WN53C/722
3866140	LOWER HUTT	Lot 7 DP 86002	WN53D/157
2958980	LOWER HUTT	Lot 7 DP 86920	WN52C/723
2736870	LOWER HUTT	Lot 7 DP 86952	WN54B/823
2588410	LOWER HUTT	Lot 7 DP 87179	WN54D/488
2722590	LOWER HUTT	Lot 7 DP 87376	WN54D/898
2958240	LOWER HUTT	Lot 7 DP 87861	WN55C/225
2593230	LOWER HUTT	Lot 7 DP 89506	WN57A/476
2674550	LOWER HUTT	Lot 70 DP 19516	WN49B/650
2573150	LOWER HUTT	Lot 70 DP 9186	WN46C/135
2625560	LOWER HUTT	Lot 700 DP 15393	WN49B/368
2625570	LOWER HUTT	Lot 701 DP 15393	WN49B/369
2625580	LOWER HUTT	Lot 702 DP 15393	WN49B/370
2625780	LOWER HUTT	Lot 705 DP 15393	WN49B/371
2677200	LOWER HUTT	Lot 709 DP 15393	WN49B/372
2621750	LOWER HUTT	Lot 71 DP 15385	WN51D/409
2622830	LOWER HUTT	Lot 717 DP 15393	WN51A/18
2622840	LOWER HUTT	Lot 718 DP 15393	WN51A/19
2669830	LOWER HUTT	Lot 72 DP 15443	WN49D/822
2631470	LOWER HUTT	Lot 72 DP 16551	WN51C/705
2622860	LOWER HUTT	Lot 720 DP 15393	WN51A/15
2621770	LOWER HUTT	Lot 73 DP 15385	WN51D/410
2616150	LOWER HUTT	Lot 73 DP 16690	WN49D/306
2577200	LOWER HUTT	Lot 74 DP 15427	WN51C/587
2669850	LOWER HUTT	Lot 74 DP 15443	WN49D/823
2657530	LOWER HUTT	Lot 74 DP 16690	WN49D/307
2628150	LOWER HUTT	Lot 742 DP 15394	WN50C/725
2629080	LOWER HUTT	Lot 743 DP 15394	WN50C/726
2631510	LOWER HUTT	Lot 75 DP 16551	WN51C/706
2572120	LOWER HUTT	Lot 75 DP 8543	WN472/265
2621790	LOWER HUTT	Lot 76 DP 15385	WN51D/412
2734220	LOWER HUTT	Lot 76 DP 22773	WN49B/676
2625080	LOWER HUTT	Lot 763 DP 15394	WN50C/728
2625090	LOWER HUTT	Lot 764 DP 15394	WN50C/729
2625010	LOWER HUTT	Lot 769 DP 15393	WN51A/21
2646200	LOWER HUTT	Lot 77 DP 15692	WN51A/122
2602580	LOWER HUTT	Lot 77 DP 16551	WN887/9
2633060	LOWER HUTT	Lot 78 DP 16690	WN50A/265
2651630	LOWER HUTT	Lot 79 DP 15343	WN51A/967
2602610	LOWER HUTT	Lot 79 DP 16551	WN51C/707
2616180	LOWER HUTT	Lot 79 DP 16690	WN50A/266
2734190	LOWER HUTT	Lot 79 DP 22773	WN49B/677
2618200	LOWER HUTT	Lot 790 DP 15389	WN49B/114
2618210	LOWER HUTT	Lot 791 DP 15389	WN49B/115
2618250	LOWER HUTT	Lot 795 DP 15389	WN49B/116

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2648120	LOWER HUTT	Lot 8 DP 15339	WN51A/257
2662200	LOWER HUTT	Lot 8 DP 15443	WN49D/473
2572700	LOWER HUTT	Lot 8 DP 15718	WN47D/264
2673550	LOWER HUTT	Lot 8 DP 16950	WN51C/670
2681580	LOWER HUTT	Lot 8 DP 17449	WN49D/716
2603980	LOWER HUTT	Lot 8 DP 18343	WN50C/825
2690340	LOWER HUTT	Lot 8 DP 19073	WN52D/990
2615590	LOWER HUTT	Lot 8 DP 19435	WN49B/392
2609050	LOWER HUTT	Lot 8 DP 20513	WN51D/664
2577730	LOWER HUTT	Lot 8 DP 22702	WN51C/511
2729440	LOWER HUTT	Lot 8 DP 22750	WN50C/739
2609900	LOWER HUTT	Lot 8 DP 23187	WN50A/777
2743710	LOWER HUTT	Lot 8 DP 23927	WN50C/432
2599940	LOWER HUTT	Lot 8 DP 26655	WN51A/343
2577130	LOWER HUTT	Lot 8 DP 26656	WN49D/101
2591730	LOWER HUTT	Lot 8 DP 26669	WN47D/121
2608810	LOWER HUTT	Lot 8 DP 81275	WN47C/935
2663700	LOWER HUTT	Lot 8 DP 84997	WN53A/22
2592500	LOWER HUTT	Lot 8 DP 85498	WN53B/455
3866130	LOWER HUTT	Lot 8 DP 86002	WN53D/158
2958970	LOWER HUTT	Lot 8 DP 86920	WN52C/724
2736880	LOWER HUTT	Lot 8 DP 86952	WN54B/824
2588400	LOWER HUTT	Lot 8 DP 87179	WN54D/489
2722600	LOWER HUTT	Lot 8 DP 87376	WN54D/899
2730060	LOWER HUTT	Lot 8 DP 89202	WN56C/862
2593240	LOWER HUTT	Lot 8 DP 89506	WN57A/477
2673660	LOWER HUTT	Lot 80 DP 19516	WN49D/138
2618350	LOWER HUTT	Lot 803 DP 15394	WN52D/91
2677690	LOWER HUTT	Lot 81 DP 15443	WN49D/824
2602630	LOWER HUTT	Lot 81 DP 16551	WN51C/708
2607410	LOWER HUTT	Lot 81 DP 16690	WN50A/268
2677700	LOWER HUTT	Lot 82 DP 15443	WN764/62
2643230	LOWER HUTT	Lot 829 DP 15394	WN54C/189
2663970	LOWER HUTT	Lot 83 DP 15308	WN51C/20
2621850	LOWER HUTT	Lot 83 DP 15385	WN51D/414
2604960	LOWER HUTT	Lot 83 DP 15742	WN51C/632
2669360	LOWER HUTT	Lot 83 DP 19516	WN49D/139
2604970	LOWER HUTT	Lot 84 DP 15742	WN51C/633
2602670	LOWER HUTT	Lot 84 DP 16551	WN50C/875
2621870	LOWER HUTT	Lot 85 DP 15385	WN51D/415
2602680	LOWER HUTT	Lot 85 DP 16551	WN51C/698
2650860	LOWER HUTT	Lot 86 DP 17223	WN51A/310
2606440	LOWER HUTT	Lot 87 DP 15581	WN49D/176
2650880	LOWER HUTT	Lot 88 DP 17223	WN51A/309
2620940	LOWER HUTT	Lot 89 DP 15385	WN48C/548
2628080	LOWER HUTT	Lot 89 DP 15395	WN46C/92
2666520	LOWER HUTT	Lot 9 DP 15338	WN50A/523
2603990	LOWER HUTT	Lot 9 DP 18343	WN50C/826
2743630	LOWER HUTT	Lot 9 DP 21916	WN50A/518
2729450	LOWER HUTT	Lot 9 DP 22750	WN50C/740
2608800	LOWER HUTT	Lot 9 DP 81275	WN47C/936
2592550	LOWER HUTT	Lot 9 DP 85498	WN53B/456

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
3866120	LOWER HUTT	Lot 9 DP 86002	WN53D/159
1175480	LOWER HUTT	Lot 9 DP 86952	WN54B/825
2588390	LOWER HUTT	Lot 9 DP 87179	WN54D/490
2730050	LOWER HUTT	Lot 9 DP 89202	WN56C/863
2593250	LOWER HUTT	Lot 9 DP 89506	WN57A/478
2672750	LOWER HUTT	Lot 90 DP 19516	WN49D/140
2564710	LOWER HUTT	Lot 90 DP 8543	WN46C/974
2632730	LOWER HUTT	Lot 91 DP 15395	WN49B/285
2633570	LOWER HUTT	Lot 911 DP 15389	WN49B/117
2653460	LOWER HUTT	Lot 92 DP 15343	WN51A/968
2671930	LOWER HUTT	Lot 92 DP 19516	WN49B/645
2671940	LOWER HUTT	Lot 93 DP 19516	WN49B/646
2633900	LOWER HUTT	Lot 941 DP 15388	WN51C/101
2633920	LOWER HUTT	Lot 943 DP 15388	WN50A/526
2614540	LOWER HUTT	Lot 95 DP 15385	WN49B/315
2632590	LOWER HUTT	Lot 95 DP 15395	WN49B/287
2632440	LOWER HUTT	Lot 957 DP 15386	WN51D/242
2653500	LOWER HUTT	Lot 96 DP 15343	WN51A/970
2632600	LOWER HUTT	Lot 96 DP 15395	WN49B/288
2602850	LOWER HUTT	Lot 98 DP 16385	WN51A/298
2665690	LOWER HUTT	Lot 99 DP 15512	WN51C/951
2605660	LOWER HUTT	Lot 99 DP 15680	WN50A/705
2607680	LOWER HUTT	Lot 99 DP 16690	WN50A/260
6001080	LOWER HUTT	Lots 1 and 2 DP 85258	WN53A/841
6001079	LOWER HUTT	Lots 1 and 2 DP 87028	WN54D/28-29
2958230	LOWER HUTT	Lots 6 and 8 DP 87861	WN55C/224
2679800	LOWER HUTT	Part Lot 7 DP 43099	WN47D/561
4002728	LOWER HUTT	Part Section 23 Hall Jones Settlement	WN516/195
4000274	LOWER HUTT	Section 15 Block XXXVII Hutt Valley Settlement	WN51D/673
2552040	LOWER HUTT	Section 20 Block XXXVIII Hutt Valley Settlement	WN47D/88
6000110	LOWER HUTT	Section 26 Block XXIX Hutt Valley Settlement	WN405/195
2504340	LOWER HUTT	Section 6 Block XXXV Hutt Valley Settlement	WN542/283
6000105	PORIRUA	Lot 1 DP 15055	WN569/149
2693480	PORIRUA	Lot 1 DP 17926	WN51D/310
2698860	PORIRUA	Lot 1 DP 19349	WN856/52
2701710	PORIRUA	Lot 1 DP 19549	WN49B/854
2692180	PORIRUA	Lot 1 DP 19854	WN51D/657
2667080	PORIRUA	Lot 1 DP 21038	WN835/17
2717050	PORIRUA	Lot 1 DP 21474	WN49B/904
2720240	PORIRUA	Lot 1 DP 21905	WN51A/85
2721430	PORIRUA	Lot 1 DP 21906	WN46B/152
2655010	PORIRUA	Lot 1 DP 22029	WN50C/699
2736100	PORIRUA	Lot 1 DP 23509	WN51C/338
2739070	PORIRUA	Lot 1 DP 23975	WN49D/591
2732350	PORIRUA	Lot 1 DP 24049	WN50A/19
2749580	PORIRUA	Lot 1 DP 24367	WN51A/744
2682940	PORIRUA	Lot 1 DP 24958	WNB1/815

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2740790	PORIRUA	Lot 1 DP 25099	WN51A/673
2693620	PORIRUA	Lot 1 DP 25927	WN51A/887
2752750	PORIRUA	Lot 1 DP 26274	WN49D/692
2754210	PORIRUA	Lot 1 DP 26369	WN51A/1
2720420	PORIRUA	Lot 1 DP 26486	WND2/785
2753320	PORIRUA	Lot 1 DP 26537	WN49B/546
2711040	PORIRUA	Lot 1 DP 26544	WN49D/708
2702200	PORIRUA	Lot 1 DP 26740	WN49B/82
2683070	PORIRUA	Lot 1 DP 26741	WN47D/381
2656790	PORIRUA	Lot 1 DP 26813	WN51D/791
2687770	PORIRUA	Lot 1 DP 26941	WN51A/59
2721510	PORIRUA	Lot 1 DP 27076	WNF1/936
2721250	PORIRUA	Lot 1 DP 27374	WN51A/139
2741550	PORIRUA	Lot 1 DP 27421	WNE2/1006
2701760	PORIRUA	Lot 1 DP 27422	WN49D/599
2767160	PORIRUA	Lot 1 DP 27472	WN47D/867
2756930	PORIRUA	Lot 1 DP 27616	WN49B/494
2759970	PORIRUA	Lot 1 DP 28247	WNF4/245
2759380	PORIRUA	Lot 1 DP 28486	WN50A/604
2768880	PORIRUA	Lot 1 DP 29931	WN49D/878
2692280	PORIRUA	Lot 1 DP 30016	WN51A/436
1184650	PORIRUA	Lot 1 DP 304445	17893
1737830	PORIRUA	Lot 1 DP 306781	26467
2748380	PORIRUA	Lot 1 DP 30833	WN45C/816
2757300	PORIRUA	Lot 1 DP 30838	WN49B/475
2658440	PORIRUA	Lot 1 DP 30963	WN7D/252
2757440	PORIRUA	Lot 1 DP 32058	WN8C/1275
2747830	PORIRUA	Lot 1 DP 32213	WN47D/863
2769540	PORIRUA	Lot 1 DP 32216	WN51A/183
2775120	PORIRUA	Lot 1 DP 33353	WN49D/201
2752920	PORIRUA	Lot 1 DP 34021	WN10C/1002
2698680	PORIRUA	Lot 1 DP 340577	166779
2691150	PORIRUA	Lot 1 DP 34059	WN12B/275
2756790	PORIRUA	Lot 1 DP 34406	WN50A/216
6000353	PORIRUA	Lot 1 DP 351263	210029
2744620	PORIRUA	Lot 1 DP 351266	210040
2774580	PORIRUA	Lot 1 DP 35170	WN12B/1266
6000562	PORIRUA	Lot 1 DP 352162, 1/5 Share of Lot 6 DP 352162	214012
2752530	PORIRUA	Lot 1 DP 35298	WN48C/832
2687240	PORIRUA	Lot 1 DP 356117	228892
6000833	PORIRUA	Lot 1 DP 365957	267302
6000893	PORIRUA	Lot 1 DP 367041	272027
2716990	PORIRUA	Lot 1 DP 374463, 1/4 Share of Lot 8 DP 374463	300376
6000494	PORIRUA	Lot 1 DP 377178	310185
2781790	PORIRUA	Lot 1 DP 44592	WN16B/985
2687980	PORIRUA	Lot 1 DP 48528	WN49D/869
2739190	PORIRUA	Lot 1 DP 54647	WN50A/926
2753420	PORIRUA	Lot 1 DP 55992	WN48C/814
2744520	PORIRUA	Lot 1 DP 56009	WN49B/66
2744470	PORIRUA	Lot 1 DP 56034	WN49B/155

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2719170	PORIRUA	Lot 1 DP 57243	WN49B/156
2749010	PORIRUA	Lot 1 DP 58884	WN49D/68
2712370	PORIRUA	Lot 1 DP 82028	WN48D/136
2805060	PORIRUA	Lot 1 DP 82676	WN49A/900
4002929	PORIRUA	Lot 1 DP 83228	WN50B/337
2720380	PORIRUA	Lot 1 DP 83454	WN50B/856
2720000	PORIRUA	Lot 1 DP 84060	WN51B/534
2707810	PORIRUA	Lot 1 DP 84309	WN52A/129
2758850	PORIRUA	Lot 1 DP 84476	WN52A/503
2767020	PORIRUA	Lot 1 DP 85668	WN53B/737
2742160	PORIRUA	Lot 1 DP 85888	WN53C/705
2788790	PORIRUA	Lot 1 DP 86412	WN54A/623
2711570	PORIRUA	Lot 1 DP 86637	WN54B/111
2720250	PORIRUA	Lot 1 DP 86654	WN54B/153
2717030	PORIRUA	Lot 1 DP 86655	WN54B/155
2738940	PORIRUA	Lot 1 DP 86710	WN54B/279
2742180	PORIRUA	Lot 1 DP 86781	WN54B/454
2734110	PORIRUA	Lot 1 DP 86783	WN54B/464
2749280	PORIRUA	Lot 1 DP 86803	WN54B/485
2745860	PORIRUA	Lot 1 DP 86855	WN54B/610
2758290	PORIRUA	Lot 1 DP 86897	WN54B/694
2715410	PORIRUA	Lot 1 DP 86946	WN54B/807
2747940	PORIRUA	Lot 1 DP 86958	WN54B/845
2747860	PORIRUA	Lot 1 DP 87220	WN54D/570
2767310	PORIRUA	Lot 1 DP 87287	WN54D/724
2755770	PORIRUA	Lot 1 DP 87361	WN54D/890
2741720	PORIRUA	Lot 1 DP 87418	WN55A/70
2752110	PORIRUA	Lot 1 DP 87452	WN55A/146
2805460	PORIRUA	Lot 1 DP 87832	WN55C/146
6000659	PORIRUA	Lot 1 DP 87835	WN55C/159
2727690	PORIRUA	Lot 1 DP 87899	WN55C/287
2715490	PORIRUA	Lot 1 DP 87957	WN55C/431
2746010	PORIRUA	Lot 1 DP 88297	WN55D/229
2743190	PORIRUA	Lot 1 DP 88344	WN55D/348
2760690	PORIRUA	Lot 1 DP 88739	WN56B/531
2725880	PORIRUA	Lot 1 DP 88803	WN56B/758
2753400	PORIRUA	Lot 1 DP 88865	WN56B/955
2770500	PORIRUA	Lot 1 DP 89119	WN56C/652
2770150	PORIRUA	Lot 1 DP 89120	WN56C/654
2697280	PORIRUA	Lot 1 DP 89150	WN56C/716
2691390	PORIRUA	Lot 1 DP 90559	WN57D/637
2658330	PORIRUA	Lot 10 DP 17380	WN49D/550
2701320	PORIRUA	Lot 10 DP 19549	WN49B/855
2712510	PORIRUA	Lot 10 DP 20845	WN830/1
2730440	PORIRUA	Lot 10 DP 22587	WN50C/630
2739120	PORIRUA	Lot 10 DP 23975	WN49D/592
2748900	PORIRUA	Lot 10 DP 24936	WN51A/631
2711380	PORIRUA	Lot 10 DP 27082	WN48C/54
2755570	PORIRUA	Lot 10 DP 27148	WN5C/947
2759880	PORIRUA	Lot 10 DP 27742	WN49B/471
2762000	PORIRUA	Lot 10 DP 28364	WN49B/882
2760780	PORIRUA	Lot 10 DP 28486	WN49B/161

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2772450	PORIRUA	Lot 10 DP 30247	WN46B/247
2768110	PORIRUA	Lot 10 DP 30433	WN49D/258
2770650	PORIRUA	Lot 10 DP 30647	WN49D/193
6000631	PORIRUA	Lot 10 DP 314207	56181
2781590	PORIRUA	Lot 10 DP 34786	WN49D/206
2796660	PORIRUA	Lot 10 DP 42707	WN50A/823
2687730	PORIRUA	Lot 10 DP 48528	WN48C/828
2669700	PORIRUA	Lot 100 DP 18092	WN47D/625
2703780	PORIRUA	Lot 100 DP 20024	WN824/26
2708250	PORIRUA	Lot 100 DP 20187	WN51C/402
2745580	PORIRUA	Lot 100 DP 24819	WN45C/917
2803020	PORIRUA	Lot 100 DP 26727	WN49B/438
2751040	PORIRUA	Lot 100 DP 26823	WN51A/781
2759090	PORIRUA	Lot 100 DP 28241	WN49B/234
2766830	PORIRUA	Lot 100 DP 30431	WN49D/167
2804480	PORIRUA	Lot 100 DP 31477	WN12C/60
2673190	PORIRUA	Lot 101 DP 17376	WN50C/890
2669710	PORIRUA	Lot 101 DP 18092	WN47D/626
2708260	PORIRUA	Lot 101 DP 20187	WN51C/403
2745570	PORIRUA	Lot 101 DP 24819	WN49D/516
2753810	PORIRUA	Lot 101 DP 26727	WN49B/439
2751050	PORIRUA	Lot 101 DP 26823	WN51A/782
2766840	PORIRUA	Lot 101 DP 30432	WN49D/323
2679920	PORIRUA	Lot 102 DP 17378	WN51C/421
2708270	PORIRUA	Lot 102 DP 20187	WN51C/404
2742090	PORIRUA	Lot 102 DP 24936	WNB3/1330
2771820	PORIRUA	Lot 102 DP 32002	WN46B/226
2659210	PORIRUA	Lot 103 DP 17380	WN46C/246
2685540	PORIRUA	Lot 103 DP 18092	WN47D/627
2758150	PORIRUA	Lot 103 DP 28122	WN49B/226
2768300	PORIRUA	Lot 103 DP 28525	WN46B/344
2766860	PORIRUA	Lot 103 DP 30432	WN49D/324
2788460	PORIRUA	Lot 103 DP 43473	WN45C/932
2659220	PORIRUA	Lot 104 DP 17380	WN46C/308
2748840	PORIRUA	Lot 104 DP 24819	WN49B/364
2758140	PORIRUA	Lot 104 DP 28122	WN49B/227
2771760	PORIRUA	Lot 104 DP 32002	WN8C/1319
2751090	PORIRUA	Lot 105 DP 26823	WN51A/784
2758470	PORIRUA	Lot 105 DP 28121	WN45C/753
2758130	PORIRUA	Lot 105 DP 28122	WN49B/228
2771770	PORIRUA	Lot 105 DP 32002	WN50A/186
2679960	PORIRUA	Lot 106 DP 17378	WN51C/423
2659240	PORIRUA	Lot 106 DP 17380	WNB1/807
2758460	PORIRUA	Lot 106 DP 28121	WN45C/752
2758120	PORIRUA	Lot 106 DP 28122	WN49B/229
2766750	PORIRUA	Lot 106 DP 30432	WN49D/325
2788490	PORIRUA	Lot 106 DP 43473	WN45C/931
2707200	PORIRUA	Lot 107 DP 20187	WN51C/405
2751110	PORIRUA	Lot 107 DP 26823	WN51A/785
2766760	PORIRUA	Lot 107 DP 30432	WN49D/326
2707210	PORIRUA	Lot 108 DP 20187	WN986/2
2751120	PORIRUA	Lot 108 DP 26823	WN51A/786

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2766770	PORIRUA	Lot 108 DP 30432	WN49D/327
2692320	PORIRUA	Lot 109 DP 19070	WN51C/902
2742030	PORIRUA	Lot 109 DP 24936	WN51C/184
2751130	PORIRUA	Lot 109 DP 26823	WN51A/787
2667260	PORIRUA	Lot 11 DP 14845	WN50C/696
2655090	PORIRUA	Lot 11 DP 17140	WN50C/700
2676430	PORIRUA	Lot 11 DP 17376	WN50A/154
2701330	PORIRUA	Lot 11 DP 19549	WN49B/856
6000365	PORIRUA	Lot 11 DP 20025	WNB1/856
2699270	PORIRUA	Lot 11 DP 20071	WN51A/890
2749330	PORIRUA	Lot 11 DP 25957	WN49D/742
2752690	PORIRUA	Lot 11 DP 26274	WN49D/672
2772460	PORIRUA	Lot 11 DP 30247	WN19B/162
2768100	PORIRUA	Lot 11 DP 30433	WN49D/259
2770640	PORIRUA	Lot 11 DP 30647	WN49D/194
2781600	PORIRUA	Lot 11 DP 34786	WN11C/1168
2781950	PORIRUA	Lot 11 DP 34787	WN49D/106
2795970	PORIRUA	Lot 11 DP 47428	WN48C/795
2709750	PORIRUA	Lot 110 DP 20187	WN51C/406
6001060	PORIRUA	Lot 110 DP 26823	WN51A/788
2709760	PORIRUA	Lot 111 DP 20187	WN51C/407
2759520	PORIRUA	Lot 111 DP 28121	WN49B/230
2758990	PORIRUA	Lot 111 DP 28240	WN47D/871
2770840	PORIRUA	Lot 111 DP 30016	WN49B/348
2769120	PORIRUA	Lot 111 DP 31108	WN51C/744
2680010	PORIRUA	Lot 112 DP 17378	WN51C/430
2759510	PORIRUA	Lot 112 DP 28121	WN45C/751
2773730	PORIRUA	Lot 112 DP 31476	WN45C/927
2788520	PORIRUA	Lot 112 DP 40656	WN47D/832
2680020	PORIRUA	Lot 113 DP 17378	WN51C/431
2741860	PORIRUA	Lot 113 DP 24936	WN51C/192
2768400	PORIRUA	Lot 113 DP 28121	WN46C/276
2680030	PORIRUA	Lot 114 DP 17378	WN51C/432
2752230	PORIRUA	Lot 114 DP 26823	WN51A/933
2769150	PORIRUA	Lot 114 DP 31108	WN51C/745
2773710	PORIRUA	Lot 114 DP 31476	WN50A/802
2773700	PORIRUA	Lot 115 DP 31476	WN44A/916
2693140	PORIRUA	Lot 116 DP 19070	WN51C/905
2761180	PORIRUA	Lot 116 DP 28523	WN5A/1346
2770920	PORIRUA	Lot 116 DP 30016	WN45C/804
2769000	PORIRUA	Lot 116 DP 31108	WN45C/815
2773690	PORIRUA	Lot 116 DP 31476	WN50A/803
2680060	PORIRUA	Lot 117 DP 17378	WN51C/435
2751360	PORIRUA	Lot 117 DP 26823	WN51A/934
2769010	PORIRUA	Lot 117 DP 31108	WN50A/325
2680070	PORIRUA	Lot 118 DP 17378	WN51C/436
2749480	PORIRUA	Lot 118 DP 25956	WN45C/919
2751370	PORIRUA	Lot 118 DP 26823	WN51A/935
2761200	PORIRUA	Lot 118 DP 28524	WN49B/271
2773670	PORIRUA	Lot 118 DP 31479	WN45C/821
2749470	PORIRUA	Lot 119 DP 25956	WN50A/735
2758220	PORIRUA	Lot 119 DP 28121	WN46C/277

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2674210	PORIRUA	Lot 12 DP 18864	WN45C/895
2699280	PORIRUA	Lot 12 DP 20071	WN51A/891
2708090	PORIRUA	Lot 12 DP 21330	WNE4/564
2720310	PORIRUA	Lot 12 DP 21905	WN45C/906
2747220	PORIRUA	Lot 12 DP 25955	WN45C/918
2748180	PORIRUA	Lot 12 DP 25957	WN49D/743
2752680	PORIRUA	Lot 12 DP 26274	WN49D/673
2754240	PORIRUA	Lot 12 DP 27680	WN51C/535
2785450	PORIRUA	Lot 12 DP 30487	WN7A/1452
2766160	PORIRUA	Lot 12 DP 30646	WN49D/213
2770630	PORIRUA	Lot 12 DP 30647	WN49D/195
2770170	PORIRUA	Lot 12 DP 31313	WN49D/147
2781960	PORIRUA	Lot 12 DP 34787	WN49D/107
2781710	PORIRUA	Lot 12 DP 35115	WN49B/449
2771490	PORIRUA	Lot 12 DP 35126	WN47D/123
2691030	PORIRUA	Lot 120 DP 17378	WN51C/437
2749460	PORIRUA	Lot 120 DP 25956	WN50A/734
2751390	PORIRUA	Lot 120 DP 26823	WN50A/196
2770890	PORIRUA	Lot 120 DP 31313	WN49B/175
2773650	PORIRUA	Lot 120 DP 31479	WN8B/921
2758200	PORIRUA	Lot 121 DP 28121	WN49B/231
2769050	PORIRUA	Lot 121 DP 31108	WN51C/747
2758190	PORIRUA	Lot 122 DP 28121	WN49B/232
2773630	PORIRUA	Lot 122 DP 31479	WN50A/657
2804620	PORIRUA	Lot 123 DP 17378	WN12C/904
2752240	PORIRUA	Lot 123 DP 26823	WN50A/731
2758180	PORIRUA	Lot 123 DP 28121	WN49B/233
2762150	PORIRUA	Lot 123 DP 28522	WN46B/343
2773620	PORIRUA	Lot 123 DP 31479	WN51C/644
2762160	PORIRUA	Lot 124 DP 28522	WN50A/566
2773610	PORIRUA	Lot 124 DP 31479	WN51C/645
2752260	PORIRUA	Lot 125 DP 26823	WN50A/732
2762170	PORIRUA	Lot 125 DP 28522	WN50A/567
2764940	PORIRUA	Lot 126 DP 28522	WN50A/568
2768970	PORIRUA	Lot 126 DP 32594	WN50C/435
2789590	PORIRUA	Lot 126 DP 43472	WN51A/852
2680120	PORIRUA	Lot 127 DP 17378	WN51C/424
2764950	PORIRUA	Lot 127 DP 28522	WN50A/569
2691070	PORIRUA	Lot 128 DP 17378	WN51C/425
2789360	PORIRUA	Lot 128 DP 43469	WN45C/929
2774020	PORIRUA	Lot 129 DP 31479	WN51C/646
2768810	PORIRUA	Lot 129 DP 32594	WN51A/395
2667290	PORIRUA	Lot 13 DP 14845	WN50C/697
2666770	PORIRUA	Lot 13 DP 17376	WN47D/797
2661610	PORIRUA	Lot 13 DP 17689	WN51D/788
2709630	PORIRUA	Lot 13 DP 20845	WN51A/330
2743800	PORIRUA	Lot 13 DP 24937	WN52D/98
2754360	PORIRUA	Lot 13 DP 26274	WN49D/674
2754250	PORIRUA	Lot 13 DP 27680	WN51C/536
2759850	PORIRUA	Lot 13 DP 27742	WN49B/224
2761420	PORIRUA	Lot 13 DP 28663	WN50C/423
2766660	PORIRUA	Lot 13 DP 29379	WN49B/105

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2768710	PORIRUA	Lot 13 DP 29946	WN49D/789
2768080	PORIRUA	Lot 13 DP 30433	WN49D/260
2766170	PORIRUA	Lot 13 DP 30646	WN49D/214
2770620	PORIRUA	Lot 13 DP 30647	WN49D/196
2781550	PORIRUA	Lot 13 DP 34786	WN49D/207
2781970	PORIRUA	Lot 13 DP 34787	WN49D/108
2781720	PORIRUA	Lot 13 DP 35115	WN49B/450
2700430	PORIRUA	Lot 130 DP 19070	WN51C/906
2774010	PORIRUA	Lot 130 DP 35169	WN49D/275
2759440	PORIRUA	Lot 131 DP 28524	WN49B/272
2759450	PORIRUA	Lot 132 DP 28524	WN49B/273
2768840	PORIRUA	Lot 132 DP 31108	WN51C/748
2785720	PORIRUA	Lot 132 DP 43472	WN46B/715
2751400	PORIRUA	Lot 133 DP 26823	WN51A/938
2759460	PORIRUA	Lot 133 DP 28526	WN49B/84
2768850	PORIRUA	Lot 133 DP 31108	WN51C/749
2785690	PORIRUA	Lot 133 DP 43472	WN51A/853
2751410	PORIRUA	Lot 134 DP 26823	WN51A/939
2773970	PORIRUA	Lot 134 DP 35169	WN12B/1263
2785680	PORIRUA	Lot 134 DP 43472	WN51A/854
2751420	PORIRUA	Lot 135 DP 26823	WN51A/940
2768870	PORIRUA	Lot 135 DP 31108	WN51C/750
2773960	PORIRUA	Lot 135 DP 35169	WN46B/243
2751430	PORIRUA	Lot 136 DP 26823	WN51A/941
2687190	PORIRUA	Lot 137 DP 17378	WN51C/426
2751440	PORIRUA	Lot 137 DP 26823	WN51A/942
2776960	PORIRUA	Lot 137 DP 35169	WN49D/277
2776940	PORIRUA	Lot 138 DP 35169	WN49D/278
2685610	PORIRUA	Lot 139 DP 17378	WN51C/427
2776950	PORIRUA	Lot 139 DP 35169	WN12B/1264
2658370	PORIRUA	Lot 14 DP 17380	WN49D/551
2694410	PORIRUA	Lot 14 DP 17926	WN45C/841
2690930	PORIRUA	Lot 14 DP 18864	WN46C/793
2709640	PORIRUA	Lot 14 DP 20845	WN51A/331
2721170	PORIRUA	Lot 14 DP 21264	WN50A/198
3937000	PORIRUA	Lot 14 DP 21330	WN50A/715
2720330	PORIRUA	Lot 14 DP 21905	WN51A/88
2739150	PORIRUA	Lot 14 DP 23975	WN49D/594
2743590	PORIRUA	Lot 14 DP 24876	WN49B/504
2743790	PORIRUA	Lot 14 DP 24937	WN52D/99
2768750	PORIRUA	Lot 14 DP 25036	WN50A/378
2748210	PORIRUA	Lot 14 DP 25957	WN49D/745
2754350	PORIRUA	Lot 14 DP 26274	WN49D/675
2753140	PORIRUA	Lot 14 DP 26482	WN47D/938
2754260	PORIRUA	Lot 14 DP 27680	WN46C/273
2759840	PORIRUA	Lot 14 DP 27742	WN49B/223
2761410	PORIRUA	Lot 14 DP 28663	WN45C/623
2771210	PORIRUA	Lot 14 DP 29946	WN49D/790
2800690	PORIRUA	Lot 14 DP 30487	WN49D/880
2766180	PORIRUA	Lot 14 DP 30646	WN49D/215
2770610	PORIRUA	Lot 14 DP 30647	WN49D/197
2774290	PORIRUA	Lot 14 DP 31372	WN49B/541

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2779790	PORIRUA	Lot 14 DP 34787	WN11C/1181
2790090	PORIRUA	Lot 14 DP 42707	WN45C/714
2789510	PORIRUA	Lot 14 DP 43468	WN47D/826
2770580	PORIRUA	Lot 140 DP 30906	WN51A/182
2790260	PORIRUA	Lot 140 DP 43468	WN47D/666
2755070	PORIRUA	Lot 141 DP 26727	WN49B/440
2770570	PORIRUA	Lot 141 DP 30906	WN8B/1107
2776920	PORIRUA	Lot 141 DP 35169	WN49D/279
2776610	PORIRUA	Lot 142 DP 35169	WN49D/663
2776990	PORIRUA	Lot 144 DP 35169	WN12B/1265
2770560	PORIRUA	Lot 145 DP 30906	WN47D/928
2776600	PORIRUA	Lot 145 DP 35169	WN49D/664
2702150	PORIRUA	Lot 146 DP 19438	WN51C/411
2702160	PORIRUA	Lot 147 DP 19438	WN51C/412
2759030	PORIRUA	Lot 147 DP 28524	WN46B/519
2776970	PORIRUA	Lot 147 DP 35169	WN49D/665
2702170	PORIRUA	Lot 148 DP 19438	WN51C/413
2759040	PORIRUA	Lot 148 DP 28524	WN47D/942
2774130	PORIRUA	Lot 148 DP 31479	WN51C/647
2801910	PORIRUA	Lot 149 DP 31479	WN50C/940
2771680	PORIRUA	Lot 149 DP 31999	WN49B/249
2694420	PORIRUA	Lot 15 DP 17926	WN44A/914
2690940	PORIRUA	Lot 15 DP 18864	WN51A/569
2709340	PORIRUA	Lot 15 DP 20023	WN50C/639
2707110	PORIRUA	Lot 15 DP 20187	WN51C/510
2720990	PORIRUA	Lot 15 DP 20848	WN50C/271
2707230	PORIRUA	Lot 15 DP 20929	WN51D/716
2716870	PORIRUA	Lot 15 DP 21468	WN49B/685
2739140	PORIRUA	Lot 15 DP 23975	WN49D/595
2747680	PORIRUA	Lot 15 DP 25955	WN49D/969
2748240	PORIRUA	Lot 15 DP 25957	WN49D/746
2754340	PORIRUA	Lot 15 DP 26274	WN49D/704
2760060	PORIRUA	Lot 15 DP 27148	WN50A/377
2754270	PORIRUA	Lot 15 DP 27680	WN51C/537
2760900	PORIRUA	Lot 15 DP 28486	WN49B/163
2761400	PORIRUA	Lot 15 DP 28663	WN49D/636
2800700	PORIRUA	Lot 15 DP 30487	WN49D/881
2774300	PORIRUA	Lot 15 DP 31372	WN51A/228
2781740	PORIRUA	Lot 15 DP 35115	WN50A/20
2774090	PORIRUA	Lot 152 DP 31479	WN51D/39
2771670	PORIRUA	Lot 152 DP 31999	WN49B/250
2702220	PORIRUA	Lot 153 DP 19438	WN51C/414
2774080	PORIRUA	Lot 153 DP 31479	WN51A/524
2681740	PORIRUA	Lot 154 DP 17377	WN45C/829
2702230	PORIRUA	Lot 154 DP 19438	WN991/8
2774060	PORIRUA	Lot 155 DP 31479	WN51D/40
2771640	PORIRUA	Lot 155 DP 31999	WN49B/251
2680550	PORIRUA	Lot 156 DP 17377	WN47D/790
2774040	PORIRUA	Lot 157 DP 31479	WN51D/42
2680580	PORIRUA	Lot 159 DP 17377	WN49D/734
2770780	PORIRUA	Lot 159 DP 30663	WN49B/243
2658390	PORIRUA	Lot 16 DP 17380	WN45C/842

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2694430	PORIRUA	Lot 16 DP 20071	WN51A/892
2721190	PORIRUA	Lot 16 DP 21264	WN52D/72
3714460	PORIRUA	Lot 16 DP 22587	WN49B/719
2734160	PORIRUA	Lot 16 DP 22905	WN49D/581
2748250	PORIRUA	Lot 16 DP 25957	WN49D/747
2754280	PORIRUA	Lot 16 DP 27680	WNF1/931
2759820	PORIRUA	Lot 16 DP 27742	WN49B/221
2760890	PORIRUA	Lot 16 DP 28486	WN49B/164
2761390	PORIRUA	Lot 16 DP 28663	WN49D/637
2772060	PORIRUA	Lot 16 DP 30302	WN46B/938
2800710	PORIRUA	Lot 16 DP 30487	WN7A/1453
2770200	PORIRUA	Lot 16 DP 31313	WN46B/232
2781750	PORIRUA	Lot 16 DP 35115	WN12A/1043
2785780	PORIRUA	Lot 16 DP 40656	WN47D/831
2769690	PORIRUA	Lot 160 DP 30326	WN49D/627
2770770	PORIRUA	Lot 160 DP 30663	WN49B/244
2774200	PORIRUA	Lot 160 DP 31480	WN50A/819
2680600	PORIRUA	Lot 161 DP 17377	WN49D/735
2769700	PORIRUA	Lot 161 DP 30326	WN49D/628
2668940	PORIRUA	Lot 162 DP 17334	WN49D/536
2680610	PORIRUA	Lot 162 DP 17377	WN49D/736
2769710	PORIRUA	Lot 162 DP 30326	WN46B/273
2700600	PORIRUA	Lot 163 DP 19438	WN50A/583
2769720	PORIRUA	Lot 163 DP 30326	WN49D/629
2769730	PORIRUA	Lot 164 DP 30326	WN49D/630
2700660	PORIRUA	Lot 165 DP 19438	WN50A/585
2769740	PORIRUA	Lot 165 DP 30326	WN49D/631
2774250	PORIRUA	Lot 165 DP 31480	WN50A/820
2680650	PORIRUA	Lot 166 DP 17378	WN51C/438
2700670	PORIRUA	Lot 166 DP 19438	WN991/7
2771110	PORIRUA	Lot 166 DP 30016	WN49B/349
2769820	PORIRUA	Lot 166 DP 30326	WN49D/632
2804810	PORIRUA	Lot 167 DP 30016	WN27A/329
2804590	PORIRUA	Lot 1676 DP 47871	WN46B/245
2769840	PORIRUA	Lot 168 DP 30326	WN49D/634
2804600	PORIRUA	Lot 1688 DP 47874	WN18C/1404
2669010	PORIRUA	Lot 169 DP 17334	WN49D/537
2773400	PORIRUA	Lot 169 DP 31480	WN50A/821
2804580	PORIRUA	Lot 1690 DP 48340	WN18D/729
2661650	PORIRUA	Lot 17 DP 17689	WN51D/786
2720970	PORIRUA	Lot 17 DP 20848	WN50C/272
2721200	PORIRUA	Lot 17 DP 21264	WN52D/73
2736240	PORIRUA	Lot 17 DP 23509	WN50A/625
2768780	PORIRUA	Lot 17 DP 25036	WN50A/380
2804550	PORIRUA	Lot 17 DP 26274	WN19B/937
2754290	PORIRUA	Lot 17 DP 27680	WN45C/750
2772070	PORIRUA	Lot 17 DP 30302	WN46B/939
2774320	PORIRUA	Lot 17 DP 31372	WN49B/542
2781640	PORIRUA	Lot 17 DP 34786	WN46B/237
2771540	PORIRUA	Lot 17 DP 35126	WN12D/62
2680690	PORIRUA	Lot 170 DP 17378	WN51C/439
2769860	PORIRUA	Lot 170 DP 30326	WN7A/524

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2773390	PORIRUA	Lot 170 DP 31480	WN50A/822
2676440	PORIRUA	Lot 171 DP 17334	WN49D/538
2771180	PORIRUA	Lot 171 DP 30016	WN49B/350
2769760	PORIRUA	Lot 171 DP 30302	WN51A/419
2773490	PORIRUA	Lot 171 DP 31480	WN45C/822
2680710	PORIRUA	Lot 172 DP 17378	WN51C/440
2769770	PORIRUA	Lot 172 DP 30302	WN51A/420
2773480	PORIRUA	Lot 172 DP 31480	WN8B/922
2700370	PORIRUA	Lot 173 DP 17378	WN51C/441
2769780	PORIRUA	Lot 173 DP 30302	WN44A/923
2676470	PORIRUA	Lot 174 DP 17334	WNB1/813
2680720	PORIRUA	Lot 174 DP 17378	WN51C/442
2769790	PORIRUA	Lot 174 DP 30302	WN49B/46
2770020	PORIRUA	Lot 175 DP 30016	WN49B/351
2769800	PORIRUA	Lot 175 DP 30302	WN51A/421
2773450	PORIRUA	Lot 175 DP 31479	WN51D/43
2680740	PORIRUA	Lot 176 DP 17378	WN45C/831
2770030	PORIRUA	Lot 176 DP 30016	WN49B/352
2773520	PORIRUA	Lot 176 DP 31479	WN46C/751
2680750	PORIRUA	Lot 177 DP 17378	WN51C/444
2770040	PORIRUA	Lot 177 DP 30016	WN49B/353
2680760	PORIRUA	Lot 178 DP 17378	WN51C/445
2773500	PORIRUA	Lot 178 DP 31479	WN51D/44
2770060	PORIRUA	Lot 179 DP 30016	WN49B/354
2769510	PORIRUA	Lot 179 DP 30302	WN49D/616
2773570	PORIRUA	Lot 179 DP 31479	WN46C/267
3936980	PORIRUA	Lot 18 DP 20023	WN33B/576
2721210	PORIRUA	Lot 18 DP 21264	WN52D/74
2720370	PORIRUA	Lot 18 DP 21905	WN51A/90
2734180	PORIRUA	Lot 18 DP 22905	WN49D/582
2737780	PORIRUA	Lot 18 DP 24048	WN51A/591
2761370	PORIRUA	Lot 18 DP 28663	WN49D/639
2762990	PORIRUA	Lot 18 DP 29379	WN49B/106
2790230	PORIRUA	Lot 18 DP 42707	WN49D/872
2789560	PORIRUA	Lot 18 DP 43474	WN47D/828
2770070	PORIRUA	Lot 180 DP 30016	WN48C/535
2769520	PORIRUA	Lot 180 DP 30302	WN49D/617
2773560	PORIRUA	Lot 180 DP 31479	WN51D/45
2680790	PORIRUA	Lot 181 DP 17377	WN49D/737
2770080	PORIRUA	Lot 181 DP 30016	WN49B/355
2770090	PORIRUA	Lot 182 DP 30016	WN45C/806
2773910	PORIRUA	Lot 182 DP 30302	WN49D/618
2680810	PORIRUA	Lot 183 DP 17377	WN49D/738
2773530	PORIRUA	Lot 183 DP 31479	WN8B/920
2773930	PORIRUA	Lot 184 DP 30302	WN7A/523
2773380	PORIRUA	Lot 184 DP 31479	WN45C/819
2669030	PORIRUA	Lot 185 DP 17334	WN50A/840
2680830	PORIRUA	Lot 185 DP 17377	WN49D/740
2770120	PORIRUA	Lot 185 DP 30016	WN45C/803
2773370	PORIRUA	Lot 185 DP 31479	WN46B/742
2790010	PORIRUA	Lot 186 DP 17334	WN49B/709
2680840	PORIRUA	Lot 186 DP 17377	WN49D/741

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2773740	PORIRUA	Lot 186 DP 30326	WN49D/328
2773360	PORIRUA	Lot 186 DP 31479	WN51A/603
2773350	PORIRUA	Lot 187 DP 31479	WN51A/604
2773770	PORIRUA	Lot 189 DP 30326	WN49D/329
2709370	PORIRUA	Lot 19 DP 20023	WN50C/641
2707250	PORIRUA	Lot 19 DP 20187	WN51C/509
2706660	PORIRUA	Lot 19 DP 20929	WN50C/300
2727870	PORIRUA	Lot 19 DP 21474	WN51C/996
2730210	PORIRUA	Lot 19 DP 22587	WNB1/848
2736260	PORIRUA	Lot 19 DP 23509	WN46B/151
2753450	PORIRUA	Lot 19 DP 27680	WNF1/930
2768540	PORIRUA	Lot 19 DP 28663	WN49D/640
2768040	PORIRUA	Lot 19 DP 30433	WN45C/826
2773780	PORIRUA	Lot 190 DP 30326	WN49D/330
2773320	PORIRUA	Lot 190 DP 31478	WN50A/809
2773310	PORIRUA	Lot 191 DP 31478	WN50A/810
2687090	PORIRUA	Lot 192 DP 17377	WN51A/741
2776180	PORIRUA	Lot 192 DP 30662	WN49B/282
2773300	PORIRUA	Lot 192 DP 31478	WN50A/811
2687100	PORIRUA	Lot 193 DP 17377	WN51A/742
2776190	PORIRUA	Lot 193 DP 30662	WN49B/283
2773290	PORIRUA	Lot 193 DP 31478	WN8B/917
2773280	PORIRUA	Lot 194 DP 31478	WN50A/812
2774140	PORIRUA	Lot 195 DP 30326	WN49D/331
2773270	PORIRUA	Lot 195 DP 31478	WN50A/813
4002774	PORIRUA	Lot 1954 DP 53935	WN24D/160
2774150	PORIRUA	Lot 196 DP 30326	WN49D/332
2773260	PORIRUA	Lot 196 DP 31478	WN50A/814
2749570	PORIRUA	Lot 197 DP 17377	WN51A/743
2774160	PORIRUA	Lot 197 DP 30326	WN49D/333
2670350	PORIRUA	Lot 198 DP 17334	WN45C/847
2774170	PORIRUA	Lot 198 DP 30326	WN49D/334
2772700	PORIRUA	Lot 198 DP 31478	WN50A/815
2703590	PORIRUA	Lot 2 DP 19549	WN49B/860
2692190	PORIRUA	Lot 2 DP 19854	WN51D/658
3936950	PORIRUA	Lot 2 DP 20023	WN33B/577
2735050	PORIRUA	Lot 2 DP 22905	WN49D/572
2736090	PORIRUA	Lot 2 DP 23509	WN51C/339
2739060	PORIRUA	Lot 2 DP 23975	WN49D/596
2732360	PORIRUA	Lot 2 DP 24049	WNA4/333
2689290	PORIRUA	Lot 2 DP 24663	WN50A/470
2748710	PORIRUA	Lot 2 DP 24936	WN51A/628
2682930	PORIRUA	Lot 2 DP 24958	WN50A/841
2740780	PORIRUA	Lot 2 DP 25099	WN51A/674
2709780	PORIRUA	Lot 2 DP 25156	WN51A/328
2688920	PORIRUA	Lot 2 DP 25439	WN47D/784
2710960	PORIRUA	Lot 2 DP 25740	WN50C/233
2689140	PORIRUA	Lot 2 DP 25924	WN46C/435
2752740	PORIRUA	Lot 2 DP 26274	WN49D/693
2754220	PORIRUA	Lot 2 DP 26369	WN51A/2
2721460	PORIRUA	Lot 2 DP 26485	WN47D/865
2755780	PORIRUA	Lot 2 DP 26537	WN49B/547

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2706440	PORIRUA	Lot 2 DP 26544	WND2/786
2656800	PORIRUA	Lot 2 DP 26813	WN51D/792
2687780	PORIRUA	Lot 2 DP 26941	WN51A/60
2681110	PORIRUA	Lot 2 DP 27077	WN49B/87
6000364	PORIRUA	Lot 2 DP 27421	WNE2/1007
2701750	PORIRUA	Lot 2 DP 27422	WN49D/600
2667270	PORIRUA	Lot 2 DP 27461	WN50C/698
2703870	PORIRUA	Lot 2 DP 27489	WN47D/893
2759960	PORIRUA	Lot 2 DP 28247	WN49D/612
2720110	PORIRUA	Lot 2 DP 28393	WN51C/356
2768500	PORIRUA	Lot 2 DP 28663	WN50C/383
2768600	PORIRUA	Lot 2 DP 29946	WN49D/791
2768150	PORIRUA	Lot 2 DP 30433	WN49D/220
1184540	PORIRUA	Lot 2 DP 304445	17894
2770730	PORIRUA	Lot 2 DP 30647	WN49D/198
2764790	PORIRUA	Lot 2 DP 30648	WN49D/316
1737840	PORIRUA	Lot 2 DP 306781	26468
2777380	PORIRUA	Lot 2 DP 30963	WN49D/414
6000491	PORIRUA	Lot 2 DP 314207	56173
2772360	PORIRUA	Lot 2 DP 31582	WN49B/524
2757450	PORIRUA	Lot 2 DP 32058	WN50A/18
2759340	PORIRUA	Lot 2 DP 32885	WN47D/939
2775110	PORIRUA	Lot 2 DP 33353	WN46B/234
2703640	PORIRUA	Lot 2 DP 33678	WN49D/343
2756680	PORIRUA	Lot 2 DP 33714	WN10B/296
2698690	PORIRUA	Lot 2 DP 340577	166780
2756780	PORIRUA	Lot 2 DP 34406	WN46B/276
2703560	PORIRUA	Lot 2 DP 351263	210030
2744610	PORIRUA	Lot 2 DP 351266	210041
6000561	PORIRUA	Lot 2 DP 352162, 1/5 Share of Lot 6 DP 352162	214013
2687250	PORIRUA	Lot 2 DP 356117	228893
6000832	PORIRUA	Lot 2 DP 365957	267303
6000894	PORIRUA	Lot 2 DP 367041	272028
2717000	PORIRUA	Lot 2 DP 374463, ¼ Share of Lot 8 DP 374463	300377
6000495	PORIRUA	Lot 2 DP 377178	310186
2790020	PORIRUA	Lot 2 DP 42707	WN50C/749
2748100	PORIRUA	Lot 2 DP 45416	WN47D/860
2687970	PORIRUA	Lot 2 DP 48528	WN48C/827
2738860	PORIRUA	Lot 2 DP 50558	WN50C/266
2742210	PORIRUA	Lot 2 DP 54898	WN47D/874
2753430	PORIRUA	Lot 2 DP 55992	WN47D/703
2744530	PORIRUA	Lot 2 DP 56009	WN49B/67
2719160	PORIRUA	Lot 2 DP 57243	WN47D/875
2772050	PORIRUA	Lot 2 DP 57505	WN48C/823
2746440	PORIRUA	Lot 2 DP 58570	WN49D/69
2736390	PORIRUA	Lot 2 DP 58726	WN50A/939
2709770	PORIRUA	Lot 2 DP 73529	WN43B/607
2739010	PORIRUA	Lot 2 DP 74191	WN42A/625
2769080	PORIRUA	Lot 2 DP 75712	WN42D/817
2739020	PORIRUA	Lot 2 DP 81180	WN47C/639

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2805070	PORIRUA	Lot 2 DP 82676	WN49A/901
4000250	PORIRUA	Lot 2 DP 83228	WN50B/338
2755630	PORIRUA	Lot 2 DP 84098	WN51B/608
2707820	PORIRUA	Lot 2 DP 84309	WN52A/130
2758860	PORIRUA	Lot 2 DP 84476	WN52A/504
2755050	PORIRUA	Lot 2 DP 85185	WN53A/654
2767010	PORIRUA	Lot 2 DP 85668	WN53B/738
2788800	PORIRUA	Lot 2 DP 86412	WN54A/624
2711580	PORIRUA	Lot 2 DP 86637	WN54B/112
2720260	PORIRUA	Lot 2 DP 86654	WN54B/154
2717040	PORIRUA	Lot 2 DP 86655	WN54B/156
2738950	PORIRUA	Lot 2 DP 86710	WN54B/280
2742170	PORIRUA	Lot 2 DP 86781	WN54B/455
2734100	PORIRUA	Lot 2 DP 86783	WN54B/465
2749290	PORIRUA	Lot 2 DP 86803	WN54B/486
2745850	PORIRUA	Lot 2 DP 86855	WN54B/611
2715420	PORIRUA	Lot 2 DP 86946	WN54B/808
2747950	PORIRUA	Lot 2 DP 86958	WN54B/846
2697170	PORIRUA	Lot 2 DP 87130	WN54D/294
2747870	PORIRUA	Lot 2 DP 87220	WN54D/571
2767320	PORIRUA	Lot 2 DP 87287	WN54D/725
2763280	PORIRUA	Lot 2 DP 87360	WN54D/889
2755760	PORIRUA	Lot 2 DP 87361	WN54D/891
2741730	PORIRUA	Lot 2 DP 87418	WN55A/71
2752100	PORIRUA	Lot 2 DP 87452	WN55A/147
2805470	PORIRUA	Lot 2 DP 87832	WN55C/147
2743460	PORIRUA	Lot 2 DP 87835	WN55C/160
2727700	PORIRUA	Lot 2 DP 87899	WN55C/288
2715500	PORIRUA	Lot 2 DP 87957	WN55C/432
2754150	PORIRUA	Lot 2 DP 88033	WN55C/632
2746000	PORIRUA	Lot 2 DP 88297	WN55D/230
2743200	PORIRUA	Lot 2 DP 88344	WN55D/349
2760700	PORIRUA	Lot 2 DP 88739	WN56B/532
2725890	PORIRUA	Lot 2 DP 88803	WN56B/759
2753410	PORIRUA	Lot 2 DP 88865	WN56B/956
2770490	PORIRUA	Lot 2 DP 89119	WN56C/653
2770160	PORIRUA	Lot 2 DP 89120	WN56C/655
2697290	PORIRUA	Lot 2 DP 89150	WN56C/717
2692490	PORIRUA	Lot 20 DP 17926	WN51A/893
2699010	PORIRUA	Lot 20 DP 19349	WN49D/718
2709580	PORIRUA	Lot 20 DP 20845	WN51A/333
2721230	PORIRUA	Lot 20 DP 21264	WN50A/155
2721000	PORIRUA	Lot 20 DP 21330	WNF4/156
2749340	PORIRUA	Lot 20 DP 25957	WN49D/749
2753460	PORIRUA	Lot 20 DP 27680	WN51C/227
2768530	PORIRUA	Lot 20 DP 28663	WN49D/641
6001222	PORIRUA	Lot 20 DP 30433	WN49D/261
2774350	PORIRUA	Lot 20 DP 31372	WN8B/1125
2685550	PORIRUA	Lot 20 DP 35126	WN12D/61
2790250	PORIRUA	Lot 20 DP 42707	WN47D/914
2773230	PORIRUA	Lot 201 DP 31478	WN50A/816
2670390	PORIRUA	Lot 202 DP 17334	WN45C/849

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2773210	PORIRUA	Lot 203 DP 31478	WN50A/817
2773200	PORIRUA	Lot 204 DP 31478	WN50A/818
2773190	PORIRUA	Lot 205 DP 31478	WN45C/818
2773170	PORIRUA	Lot 207 DP 31478	WN8B/916
2670430	PORIRUA	Lot 209 DP 17334	WN51C/567
2773150	PORIRUA	Lot 209 DP 31478	WN50A/807
2670490	PORIRUA	Lot 21 DP 17689	WN51D/787
2699020	PORIRUA	Lot 21 DP 19349	WN49D/719
2709130	PORIRUA	Lot 21 DP 20849	WN49D/988
2721010	PORIRUA	Lot 21 DP 21330	WN45C/911
2730230	PORIRUA	Lot 21 DP 22587	WN50A/631
2759540	PORIRUA	Lot 21 DP 27742	WNF1/583
2758940	PORIRUA	Lot 21 DP 28242	WN47D/872
2768520	PORIRUA	Lot 21 DP 28663	WN49D/642
2768020	PORIRUA	Lot 21 DP 30433	WN49D/262
2766240	PORIRUA	Lot 21 DP 30646	WN49D/216
2778050	PORIRUA	Lot 21 DP 34786	WN47D/816
2802940	PORIRUA	Lot 21 DP 43469	WN50C/265
2670450	PORIRUA	Lot 211 DP 17334	WN51C/568
2677750	PORIRUA	Lot 214 DP 17334	WNB1/814
2773100	PORIRUA	Lot 214 DP 31478	WN50A/808
2773080	PORIRUA	Lot 216 DP 31476	WN50A/804
2773050	PORIRUA	Lot 219 DP 31476	WN50A/805
2692510	PORIRUA	Lot 22 DP 20071	WN45C/839
6001083	PORIRUA	Lot 22 DP 20848	WN50C/957
2710970	PORIRUA	Lot 22 DP 21361	WN51C/111
2741500	PORIRUA	Lot 22 DP 21468	WN49D/477
2736190	PORIRUA	Lot 22 DP 23509	WN50A/623
2747780	PORIRUA	Lot 22 DP 25956	WN45C/920
2764100	PORIRUA	Lot 22 DP 29172	WN50C/354
2769500	PORIRUA	Lot 22 DP 30302	WN49D/615
2768010	PORIRUA	Lot 22 DP 30433	WN49D/263
2766250	PORIRUA	Lot 22 DP 30646	WN49D/217
2683010	PORIRUA	Lot 223 DP 17333	WN50A/617
2675030	PORIRUA	Lot 224 DP 17333	WN50A/613
2675040	PORIRUA	Lot 225 DP 17333	WN50A/616
2801860	PORIRUA	Lot 226 DP 31476	WN45C/641
2683040	PORIRUA	Lot 227 DP 17332	WN50A/619
2772620	PORIRUA	Lot 227 DP 31476	WN51D/12
2772610	PORIRUA	Lot 228 DP 31476	WN51D/13
2683060	PORIRUA	Lot 229 DP 17332	WN50A/618
2685680	PORIRUA	Lot 229 DP 19075	WN51D/513
2692520	PORIRUA	Lot 23 DP 20071	WN45C/840
2708140	PORIRUA	Lot 23 DP 20395	WN50A/830
2721030	PORIRUA	Lot 23 DP 21330	WN49D/122
2710980	PORIRUA	Lot 23 DP 21361	WN51C/112
2741160	PORIRUA	Lot 23 DP 21474	WN51C/997
2747460	PORIRUA	Lot 23 DP 25955	WND1/420
2749370	PORIRUA	Lot 23 DP 25957	WN49D/751
2752800	PORIRUA	Lot 23 DP 26274	WN49D/694
2753490	PORIRUA	Lot 23 DP 27680	WN51C/226
2768000	PORIRUA	Lot 23 DP 30433	WN49D/264

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2766260	PORIRUA	Lot 23 DP 30646	WN49D/218
2772500	PORIRUA	Lot 23 DP 31372	WN49B/544
2788670	PORIRUA	Lot 23 DP 42707	WN49D/871
4002536	PORIRUA	Lot 230 DP 19075	WN51D/514
2772590	PORIRUA	Lot 230 DP 31476	WN45C/926
2685700	PORIRUA	Lot 231 DP 19075	WN51D/515
2772580	PORIRUA	Lot 231 DP 31476	WN51D/15
2683090	PORIRUA	Lot 232 DP 17332	WN50A/614
2788590	PORIRUA	Lot 235 DP 41869	WN47D/824
2788620	PORIRUA	Lot 239 DP 35240	WN47D/830
2692530	PORIRUA	Lot 24 DP 17926	WN51D/833
2802660	PORIRUA	Lot 24 DP 19549	WNA2/1307
2708150	PORIRUA	Lot 24 DP 20395	WN50A/829
2721040	PORIRUA	Lot 24 DP 21330	WN49D/123
2724120	PORIRUA	Lot 24 DP 21788	WN51A/447
2730260	PORIRUA	Lot 24 DP 22587	WN50A/630
2746560	PORIRUA	Lot 24 DP 25955	WN49B/656
2747760	PORIRUA	Lot 24 DP 25956	WN50A/609
2749380	PORIRUA	Lot 24 DP 25957	WN49D/752
2753500	PORIRUA	Lot 24 DP 27680	WN45C/749
2754180	PORIRUA	Lot 24 DP 27682	WN51D/58
2754190	PORIRUA	Lot 24 DP 27682	WN51D/58
2758770	PORIRUA	Lot 24 DP 27706	WN51C/196
2766270	PORIRUA	Lot 24 DP 30646	WN49D/219
2788410	PORIRUA	Lot 24 DP 35240	WN45C/936
2681030	PORIRUA	Lot 240 DP 17333	WN51C/336
2681950	PORIRUA	Lot 246 DP 19075	WN50A/595
2681960	PORIRUA	Lot 247 DP 19075	WN50A/596
2681090	PORIRUA	Lot 248 DP 17333	WN51C/337
2687390	PORIRUA	Lot 249 DP 19075	WN45C/889
2692540	PORIRUA	Lot 25 DP 17926	WN51D/834
2708160	PORIRUA	Lot 25 DP 20395	WN50A/828
2709170	PORIRUA	Lot 25 DP 20849	WN49D/990
2721830	PORIRUA	Lot 25 DP 21264	WN50A/156
2711000	PORIRUA	Lot 25 DP 21361	WN51C/113
2730300	PORIRUA	Lot 25 DP 22587	WN50A/629
2736160	PORIRUA	Lot 25 DP 23509	WN45C/905
2746570	PORIRUA	Lot 25 DP 25955	WN49B/657
2747750	PORIRUA	Lot 25 DP 25956	WN50A/608
2752820	PORIRUA	Lot 25 DP 26274	WN49D/695
2754160	PORIRUA	Lot 25 DP 27682	WN51D/59
2754170	PORIRUA	Lot 25 DP 27682	WN51D/59
2764080	PORIRUA	Lot 25 DP 29172	WN51C/6
2767980	PORIRUA	Lot 25 DP 30433	WN8B/1322
2772520	PORIRUA	Lot 25 DP 31372	WN49B/545
2805010	PORIRUA	Lot 25 DP 35240	WN47D/829
2687400	PORIRUA	Lot 250 DP 19075	WN49D/417
2687430	PORIRUA	Lot 254 DP 19075	WN49D/415
2687440	PORIRUA	Lot 255 DP 19075	WN49D/416
2689720	PORIRUA	Lot 257 DP 19075	WN856/61
2666980	PORIRUA	Lot 26 DP 17689	WN51D/790
2708170	PORIRUA	Lot 26 DP 20395	WN50A/827

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2709180	PORIRUA	Lot 26 DP 20849	WN49D/991
2711010	PORIRUA	Lot 26 DP 21361	WN51C/114
2741530	PORIRUA	Lot 26 DP 21468	WN49D/478
2730310	PORIRUA	Lot 26 DP 22587	WN50A/627
2736150	PORIRUA	Lot 26 DP 23509	WN50A/622
2752830	PORIRUA	Lot 26 DP 26274	WN49D/696
2757320	PORIRUA	Lot 26 DP 27742	WN49B/477
2767970	PORIRUA	Lot 26 DP 30433	WN49D/223
2689750	PORIRUA	Lot 260 DP 19075	WN49D/420
2670910	PORIRUA	Lot 261 DP 17334	WN49D/530
2670920	PORIRUA	Lot 262 DP 17334	WN49D/531
2670930	PORIRUA	Lot 263 DP 17334	WN49D/532
2687210	PORIRUA	Lot 266 DP 19075	WN50A/597
2670960	PORIRUA	Lot 267 DP 17334	WN49D/533
2687230	PORIRUA	Lot 268 DP 19075	WN50A/598
2656490	PORIRUA	Lot 27 DP 17379	WN51A/112
2666990	PORIRUA	Lot 27 DP 17689	WN46C/742
2699200	PORIRUA	Lot 27 DP 19349	WN49D/721
2704700	PORIRUA	Lot 27 DP 20024	WN51A/593
2708120	PORIRUA	Lot 27 DP 20025	WN49D/399
2707440	PORIRUA	Lot 27 DP 20849	WN49D/992
2706620	PORIRUA	Lot 27 DP 20929	WN44A/921
2741540	PORIRUA	Lot 27 DP 21468	WNB1/810
2730320	PORIRUA	Lot 27 DP 22587	WN50A/628
2736140	PORIRUA	Lot 27 DP 23509	WN50A/620
3936990	PORIRUA	Lot 27 DP 27471	WN48C/5
2758800	PORIRUA	Lot 27 DP 27706	WN51C/195
2765080	PORIRUA	Lot 27 DP 29172	WN51C/8
2771710	PORIRUA	Lot 27 DP 31313	WN47D/920
2772540	PORIRUA	Lot 27 DP 31372	WN49D/335
2785560	PORIRUA	Lot 270 DP 43472	WN50A/228
2671000	PORIRUA	Lot 271 DP 17334	WN49D/534
2671010	PORIRUA	Lot 272 DP 17334	WN49D/535
2671020	PORIRUA	Lot 273 DP 17334	WNB1/811
2785530	PORIRUA	Lot 273 DP 43473	WN49D/66
2785490	PORIRUA	Lot 275 DP 43473	WN50A/723
2671050	PORIRUA	Lot 276 DP 17334	WN51C/753
2687320	PORIRUA	Lot 279 DP 19075	WN45C/881
2707450	PORIRUA	Lot 28 DP 20849	WN50C/268
2706630	PORIRUA	Lot 28 DP 20929	WN50C/297
2749190	PORIRUA	Lot 28 DP 25957	WN49D/940
2752770	PORIRUA	Lot 28 DP 26274	WN49D/698
2758810	PORIRUA	Lot 28 DP 27706	WNF1/387
2767950	PORIRUA	Lot 28 DP 30433	WN49D/224
2772550	PORIRUA	Lot 28 DP 31372	WN49D/336
2788580	PORIRUA	Lot 28 DP 34789	WN11C/1173
2775300	PORIRUA	Lot 28 DP 35170	WN49D/667
2790350	PORIRUA	Lot 28 DP 43470	WN47D/827
2687330	PORIRUA	Lot 281 DP 19075	WN48C/231
2671120	PORIRUA	Lot 283 DP 17334	WN51C/754
2671130	PORIRUA	Lot 284 DP 17334	WN51C/755
2671140	PORIRUA	Lot 285 DP 17334	WN50A/326

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2656740	PORIRUA	Lot 29 DP 17379	WN51A/113
2708200	PORIRUA	Lot 29 DP 20395	WN50A/826
2707460	PORIRUA	Lot 29 DP 20849	WN45C/869
2749200	PORIRUA	Lot 29 DP 25957	WN49D/941
2752780	PORIRUA	Lot 29 DP 26274	WN49D/699
2757480	PORIRUA	Lot 29 DP 27742	WN51A/643
2761570	PORIRUA	Lot 29 DP 28663	WN49D/645
2762200	PORIRUA	Lot 29 DP 29386	WN49D/410
2767940	PORIRUA	Lot 29 DP 30433	WN49D/225
2766320	PORIRUA	Lot 29 DP 30646	WN45C/825
2772560	PORIRUA	Lot 29 DP 31372	WN45C/823
2671180	PORIRUA	Lot 290 DP 17334	WN51C/328
2666670	PORIRUA	Lot 3 DP 17376	WN47D/798
2658260	PORIRUA	Lot 3 DP 17380	WN49D/553
2693400	PORIRUA	Lot 3 DP 18392	WN47D/802
2681040	PORIRUA	Lot 3 DP 19668	WN50C/811
2692200	PORIRUA	Lot 3 DP 19854	WN51D/659
2708030	PORIRUA	Lot 3 DP 20025	WN49D/124
2712440	PORIRUA	Lot 3 DP 20845	WN45C/870
2743900	PORIRUA	Lot 3 DP 24937	WNB2/953
2689700	PORIRUA	Lot 3 DP 24959	WN47D/792
2745540	PORIRUA	Lot 3 DP 25099	WNE4/1295
2738850	PORIRUA	Lot 3 DP 26486	WN50A/17
2656810	PORIRUA	Lot 3 DP 26813	WN51D/793
2706510	PORIRUA	Lot 3 DP 27082	WN48C/51
2805430	PORIRUA	Lot 3 DP 27333	WN48C/820
2701740	PORIRUA	Lot 3 DP 27422	WN49D/601
2768490	PORIRUA	Lot 3 DP 28663	WN50C/384
1184290	PORIRUA	Lot 3 DP 304445	17895
2785360	PORIRUA	Lot 3 DP 30486	WN50A/184
2772130	PORIRUA	Lot 3 DP 30549	WN51A/823
2672380	PORIRUA	Lot 3 DP 30609	WN49B/446
2764800	PORIRUA	Lot 3 DP 30648	WN49D/317
2779860	PORIRUA	Lot 3 DP 30905	WN47D/465
2772350	PORIRUA	Lot 3 DP 31582	WN49B/525
2775100	PORIRUA	Lot 3 DP 33353	WN49D/202
2698700	PORIRUA	Lot 3 DP 340577	166781
2693230	PORIRUA	Lot 3 DP 34058	WN47D/923
2779740	PORIRUA	Lot 3 DP 34059	WN12B/277
2703570	PORIRUA	Lot 3 DP 351263	210031
6000354	PORIRUA	Lot 3 DP 351266	210042
2774400	PORIRUA	Lot 3 DP 35172	47D/823
6000560	PORIRUA	Lot 3 DP 352162, 1/5 Share of Lot 6 DP 352162	214014
6000339	PORIRUA	Lot 3 DP 356117	228894
6000831	PORIRUA	Lot 3 DP 365957	267304
6000895	PORIRUA	Lot 3 DP 367041	272029
6000864	PORIRUA	Lot 3 DP 374463, ¼ Share of Lot 8 DP 374463	300378
6000710	PORIRUA	Lot 3 DP 377178	310187
2790030	PORIRUA	Lot 3 DP 42707	WN50A/867
2768950	PORIRUA	Lot 3 DP 47913	WN50C/3

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2749830	PORIRUA	Lot 3 DP 50269	WN47D/861
2689810	PORIRUA	Lot 3 DP 56928	WN48C/29
2736400	PORIRUA	Lot 3 DP 58726	WN50A/940
2769070	PORIRUA	Lot 3 DP 75712	WN42D/818
2707830	PORIRUA	Lot 3 DP 84309	WN52A/131
2711590	PORIRUA	Lot 3 DP 86637	WN54B/113
2745840	PORIRUA	Lot 3 DP 86855	WN54B/612
2697180	PORIRUA	Lot 3 DP 87130	WN54D/295
2805480	PORIRUA	Lot 3 DP 87832	WN55C/148
2715510	PORIRUA	Lot 3 DP 87957	WN55C/433
2745990	PORIRUA	Lot 3 DP 88297	WN55D/231
2697300	PORIRUA	Lot 3 DP 89150	WN56C/718
2658520	PORIRUA	Lot 30 DP 17380	WN49D/555
2708210	PORIRUA	Lot 30 DP 20395	WN50A/825
2712590	PORIRUA	Lot 30 DP 21263	WN50A/159
2736370	PORIRUA	Lot 30 DP 23509	WN1008/13
2752790	PORIRUA	Lot 30 DP 26274	WN49D/676
2761560	PORIRUA	Lot 30 DP 28663	WN49D/646
2764060	PORIRUA	Lot 30 DP 29172	WN51C/10
2762190	PORIRUA	Lot 30 DP 29386	WN49D/411
2771220	PORIRUA	Lot 30 DP 32000	WN47D/922
2778110	PORIRUA	Lot 30 DP 33354	WN49D/190
2775280	PORIRUA	Lot 30 DP 35170	WN49D/668
2788630	PORIRUA	Lot 30 DP 44878	WN51A/856
2689910	PORIRUA	Lot 301 DP 19075	WN46B/858
2689920	PORIRUA	Lot 302 DP 19075	WN46B/859
2671290	PORIRUA	Lot 303 DP 17334	WNB1/818
2687460	PORIRUA	Lot 303 DP 19075	WN46B/860
2671310	PORIRUA	Lot 305 DP 17334	WN50C/637
2683020	PORIRUA	Lot 307 DP 17334	WN45C/851
2678040	PORIRUA	Lot 309 DP 17334	WN51C/756
2658530	PORIRUA	Lot 31 DP 17380	WN45C/843
2805050	PORIRUA	Lot 31 DP 19549	WN887/58
2730560	PORIRUA	Lot 31 DP 20846	WN51A/334
2739230	PORIRUA	Lot 31 DP 21474	WN51C/998
2687120	PORIRUA	Lot 31 DP 21534	WN51A/575
2747390	PORIRUA	Lot 31 DP 25955	WN49B/658
2758560	PORIRUA	Lot 31 DP 27706	WN51C/203
2758480	PORIRUA	Lot 31 DP 28243	WN49D/337
2762180	PORIRUA	Lot 31 DP 29386	WN49D/412
2767920	PORIRUA	Lot 31 DP 30433	WN49D/226
2768280	PORIRUA	Lot 31 DP 32216	WN49B/536
2778100	PORIRUA	Lot 31 DP 33354	WN49D/191
2788640	PORIRUA	Lot 31 DP 44878	WN51A/857
2687530	PORIRUA	Lot 310 DP 19075	WN46B/863
2687550	PORIRUA	Lot 312 DP 19075	WN46B/864
2678070	PORIRUA	Lot 313 DP 17334	WN50C/761
2687560	PORIRUA	Lot 313 DP 19075	WN46B/865
2688900	PORIRUA	Lot 314 DP 19075	WN50A/591
2704750	PORIRUA	Lot 32 DP 20025	WNB1/855
2712610	PORIRUA	Lot 32 DP 21263	WNB1/841
2687130	PORIRUA	Lot 32 DP 21534	WN51A/574

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2730480	PORIRUA	Lot 32 DP 22587	WN50C/620
2736340	PORIRUA	Lot 32 DP 23509	WN51D/116
2763100	PORIRUA	Lot 32 DP 29386	WN49D/767
2767910	PORIRUA	Lot 32 DP 30433	WN49D/227
2766350	PORIRUA	Lot 32 DP 30646	WN49D/283
2768290	PORIRUA	Lot 32 DP 32216	WN49B/537
2781760	PORIRUA	Lot 32 DP 33354	WN49D/192
2775150	PORIRUA	Lot 32 DP 35170	WN12B/1267
2788440	PORIRUA	Lot 32 DP 43470	WN46B/726
2678140	PORIRUA	Lot 320 DP 17336	WN51A/492
2688980	PORIRUA	Lot 322 DP 19075	WN45C/883
2678170	PORIRUA	Lot 323 DP 17336	WN51A/494
2689010	PORIRUA	Lot 325 DP 19075	WN50A/592
2689050	PORIRUA	Lot 329 DP 19075	WN45C/886
2666100	PORIRUA	Lot 33 DP 17689	WN51C/928
2740940	PORIRUA	Lot 33 DP 21474	WN51C/999
2687140	PORIRUA	Lot 33 DP 21534	WN51A/573
2747410	PORIRUA	Lot 33 DP 25955	WN49B/654
2758580	PORIRUA	Lot 33 DP 27706	WN45C/747
2767510	PORIRUA	Lot 33 DP 28663	WN5A/1359
2765040	PORIRUA	Lot 33 DP 29172	WN6C/790
2763090	PORIRUA	Lot 33 DP 29386	WN49D/768
2767900	PORIRUA	Lot 33 DP 30433	WN49D/228
2766360	PORIRUA	Lot 33 DP 30646	WN49D/284
2769530	PORIRUA	Lot 33 DP 32216	WN49B/538
2781770	PORIRUA	Lot 33 DP 33354	WN10C/415
2775140	PORIRUA	Lot 33 DP 35170	WN46B/725
2783100	PORIRUA	Lot 33 DP 44878	WN51A/858
2678210	PORIRUA	Lot 330 DP 17336	WN51A/495
2689070	PORIRUA	Lot 331 DP 19075	WN45C/887
2689090	PORIRUA	Lot 333 DP 19075	WN50A/593
2678250	PORIRUA	Lot 335 DP 17336	WN52D/273
2689130	PORIRUA	Lot 337 DP 19075	WN856/59
2678280	PORIRUA	Lot 338 DP 17336	WN52D/275
2670240	PORIRUA	Lot 34 DP 17379	WN51A/238
2658560	PORIRUA	Lot 34 DP 17380	WN49D/556
2687150	PORIRUA	Lot 34 DP 18864	WN51A/572
2709110	PORIRUA	Lot 34 DP 18864	WN51A/572
2709820	PORIRUA	Lot 34 DP 20846	WN51A/335
2730510	PORIRUA	Lot 34 DP 22587	WN50C/627
2747530	PORIRUA	Lot 34 DP 25955	WN49B/655
2753350	PORIRUA	Lot 34 DP 26537	WN49B/550
2753360	PORIRUA	Lot 34 DP 26537	WN49B/550
2764040	PORIRUA	Lot 34 DP 29172	WN50C/355
2763080	PORIRUA	Lot 34 DP 29386	WN49D/769
2766370	PORIRUA	Lot 34 DP 30646	WN49D/285
3609830	PORIRUA	Lot 34 DP 32216	WN33A/982
2781780	PORIRUA	Lot 34 DP 33354	WN49D/203
2775130	PORIRUA	Lot 34 DP 35170	WN49D/669
2683550	PORIRUA	Lot 342 DP 19075	WN51C/451
2749500	PORIRUA	Lot 35 DP 25957	WNE4/1384
2752480	PORIRUA	Lot 35 DP 26274	WN49D/705

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2753550	PORIRUA	Lot 35 DP 27680	WN51C/230
2758600	PORIRUA	Lot 35 DP 27706	WN51C/202
2767490	PORIRUA	Lot 35 DP 28663	WN50C/424
2764030	PORIRUA	Lot 35 DP 29172	WN49D/775
2782100	PORIRUA	Lot 35 DP 35170	WN12B/1268
2683630	PORIRUA	Lot 350 DP 19075	WN51C/452
2683640	PORIRUA	Lot 351 DP 19075	WN51C/453
2678380	PORIRUA	Lot 353 DP 17336	WN45C/711
2683670	PORIRUA	Lot 354 DP 19075	WN51C/455
2683680	PORIRUA	Lot 355 DP 19075	WN51C/456
2683690	PORIRUA	Lot 356 DP 19075	WN51C/457
2802120	PORIRUA	Lot 358 DP 17336	WN51C/175
2656520	PORIRUA	Lot 36 DP 17379	WN51A/114
2685500	PORIRUA	Lot 36 DP 17689	WN51C/929
2687170	PORIRUA	Lot 36 DP 18864	WN51A/571
2692600	PORIRUA	Lot 36 DP 20071	WN51D/835
2712630	PORIRUA	Lot 36 DP 21263	WN52D/76
2736300	PORIRUA	Lot 36 DP 23509	WN51D/118
2742390	PORIRUA	Lot 36 DP 24876	WN47D/916
2747550	PORIRUA	Lot 36 DP 25955	WN49B/659
2749000	PORIRUA	Lot 36 DP 25956	WN49D/971
2753080	PORIRUA	Lot 36 DP 26273	WN50A/796
2758610	PORIRUA	Lot 36 DP 27706	WNF1/386
2757410	PORIRUA	Lot 36 DP 27742	WN49B/460
2765030	PORIRUA	Lot 36 DP 29172	WN49D/776
2771280	PORIRUA	Lot 36 DP 32000	WN46B/231
2678450	PORIRUA	Lot 360 DP 17336	WNB1/824
2678460	PORIRUA	Lot 361 DP 17336	WN52D/276
2678470	PORIRUA	Lot 362 DP 17336	WN52D/277
2678490	PORIRUA	Lot 364 DP 17336	WN52D/278
2678500	PORIRUA	Lot 366 DP 17336	WNB1/822
2678510	PORIRUA	Lot 367 DP 17336	WN50A/612
2678530	PORIRUA	Lot 369 DP 17336	WN50A/611
2685510	PORIRUA	Lot 37 DP 17689	WN51C/930
2674230	PORIRUA	Lot 37 DP 18864	WN51A/570
2707530	PORIRUA	Lot 37 DP 20849	WN50C/270
2712640	PORIRUA	Lot 37 DP 21263	WN52D/77
4000194	PORIRUA	Lot 37 DP 26273	WN51D/36
2753650	PORIRUA	Lot 37 DP 27682	WN51A/612
2757400	PORIRUA	Lot 37 DP 27742	WN49B/461
2761540	PORIRUA	Lot 37 DP 28663	WN50C/425
2678540	PORIRUA	Lot 370 DP 17336	WN50A/610
2686730	PORIRUA	Lot 370 DP 17925	WN856/63
2686780	PORIRUA	Lot 375 DP 17925	WN50A/586
2686790	PORIRUA	Lot 376 DP 17925	WN50A/587
2674240	PORIRUA	Lot 38 DP 18864	WN46C/794
6000363	PORIRUA	Lot 38 DP 20395	WNB1/852
2709860	PORIRUA	Lot 38 DP 20846	WN51A/336
3713930	PORIRUA	Lot 38 DP 23509	WN46B/483
2781820	PORIRUA	Lot 38 DP 33354	WN49D/204
2686820	PORIRUA	Lot 382 DP 17925	WN50A/588
2678640	PORIRUA	Lot 383 DP 17336	WN50C/634

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2686840	PORIRUA	Lot 384 DP 17925	WN45C/891
2686850	PORIRUA	Lot 385 DP 17925	WN50A/589
2686860	PORIRUA	Lot 386 DP 17925	WN856/64
2672310	PORIRUA	Lot 388 DP 17335	WN50A/135
2658610	PORIRUA	Lot 39 DP 17380	WN49D/558
2674250	PORIRUA	Lot 39 DP 18864	WN46C/795
2735700	PORIRUA	Lot 39 DP 23509	WN51D/119
2753670	PORIRUA	Lot 39 DP 27682	WN51A/613
2761520	PORIRUA	Lot 39 DP 28663	WN50C/426
2777060	PORIRUA	Lot 39 DP 33354	WN10C/416
2805290	PORIRUA	Lot 39 DP 35171	WN49B/718
2672330	PORIRUA	Lot 390 DP 17335	WN50A/137
2691170	PORIRUA	Lot 396 DP 17688	WN45C/894
2666680	PORIRUA	Lot 4 DP 17376	WN47D/799
2693510	PORIRUA	Lot 4 DP 17926	WN51D/308
2693410	PORIRUA	Lot 4 DP 18392	WN47D/803
2692210	PORIRUA	Lot 4 DP 19854	WN51D/660
2706830	PORIRUA	Lot 4 DP 20023	WN50C/638
2712450	PORIRUA	Lot 4 DP 20845	WN49D/863
2727720	PORIRUA	Lot 4 DP 21331	WN49D/397
2740770	PORIRUA	Lot 4 DP 25099	WN45C/743
2681790	PORIRUA	Lot 4 DP 25275	WN45C/897
2689100	PORIRUA	Lot 4 DP 25439	WN50A/590
2683590	PORIRUA	Lot 4 DP 25878	WN49D/605
2686910	PORIRUA	Lot 4 DP 26370	WN50A/729
2656820	PORIRUA	Lot 4 DP 26813	WN51D/794
2758420	PORIRUA	Lot 4 DP 28123	WN51A/140
2760840	PORIRUA	Lot 4 DP 28486	WN50A/603
2768480	PORIRUA	Lot 4 DP 28663	WN50C/385
2767540	PORIRUA	Lot 4 DP 29078	WN49B/107
1184270	PORIRUA	Lot 4 DP 304445	17896
2785370	PORIRUA	Lot 4 DP 30486	WN51A/810
2762280	PORIRUA	Lot 4 DP 30550	WN47D/6
2779870	PORIRUA	Lot 4 DP 30905	WN47D/464
2671270	PORIRUA	Lot 4 DP 31907	WN49D/413
2769570	PORIRUA	Lot 4 DP 32216	WN51A/188
2761300	PORIRUA	Lot 4 DP 32885	WN46B/230
2778020	PORIRUA	Lot 4 DP 33353	WN10C/412
2779590	PORIRUA	Lot 4 DP 33678	WN46B/233
6001038	PORIRUA	Lot 4 DP 340577	166782
2686800	PORIRUA	Lot 4 DP 34059	WN12B/278
2795810	PORIRUA	Lot 4 DP 35114	WN49B/451
2771570	PORIRUA	Lot 4 DP 35126	WN12D/58
6000559	PORIRUA	Lot 4 DP 352162, 1/5 Share of Lot 6 DP 352162	214015
6000830	PORIRUA	Lot 4 DP 365957	267305
6000896	PORIRUA	Lot 4 DP 367041	272030
6000496	PORIRUA	Lot 4 DP 374463, ¼ Share of Lot 8 DP 374463	300379
6000711	PORIRUA	Lot 4 DP 377178	310188
2743830	PORIRUA	Lot 4 DP 84160	WN51B/781
2711600	PORIRUA	Lot 4 DP 86637	WN54B/114

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2745830	PORIRUA	Lot 4 DP 86855	WN54B/613
2697190	PORIRUA	Lot 4 DP 87130	WN54D/296
2805800	PORIRUA	Lot 4 DP 87832	WN55C/149
2715520	PORIRUA	Lot 4 DP 87957	WN55C/434
2745980	PORIRUA	Lot 4 DP 88297	WN55D/232
2697310	PORIRUA	Lot 4 DP 89150	WN56C/719
2764130	PORIRUA	Lot 40 DP 21330	WN51A/13
2725930	PORIRUA	Lot 40 DP 21948	WN50A/129
2753680	PORIRUA	Lot 40 DP 27682	WN51A/614
2763940	PORIRUA	Lot 40 DP 27706	WN51C/206
2761510	PORIRUA	Lot 40 DP 28663	WN50C/427
2777050	PORIRUA	Lot 40 DP 33354	WN49D/188
2682160	PORIRUA	Lot 402 DP 17335	WN45C/902
2687650	PORIRUA	Lot 402 DP 17688	WN49D/731
2687670	PORIRUA	Lot 404 DP 17688	WN49D/732
4002218	PORIRUA	Lot 404 DP 41074	WN13B/597
2682240	PORIRUA	Lot 405 DP 17335	WN45C/903
2687680	PORIRUA	Lot 405 DP 17688	WN49D/733
2687690	PORIRUA	Lot 406 DP 17688	WN856/67
2658630	PORIRUA	Lot 41 DP 17380	WN49D/559
2764140	PORIRUA	Lot 41 DP 21330	WN51A/14
2735680	PORIRUA	Lot 41 DP 25099	WN51A/675
2758620	PORIRUA	Lot 41 DP 27706	WN51C/207
2768460	PORIRUA	Lot 41 DP 31044	WN45C/813
2777040	PORIRUA	Lot 41 DP 33354	WN49D/189
2684040	PORIRUA	Lot 41 DP 35118	WN47D/915
2682180	PORIRUA	Lot 410 DP 17336	WN52D/279
2687760	PORIRUA	Lot 413 DP 17688	WN856/65
2687790	PORIRUA	Lot 416 DP 17688	WN45C/892
2672200	PORIRUA	Lot 418 DP 17335	WN51C/331
2672210	PORIRUA	Lot 419 DP 17335	WN51C/332
2687820	PORIRUA	Lot 419 DP 17688	WN47D/785
2664050	PORIRUA	Lot 42 DP 18864	WN856/68
2706860	PORIRUA	Lot 42 DP 20021	WN51C/350
2730100	PORIRUA	Lot 42 DP 21468	WN51C/505
2757090	PORIRUA	Lot 42 DP 27471	WN47D/935
2764620	PORIRUA	Lot 42 DP 29172	WN46B/268
2765950	PORIRUA	Lot 42 DP 29384	WN6A/1248
2782120	PORIRUA	Lot 42 DP 34787	WN47D/821
2687850	PORIRUA	Lot 422 DP 17688	WN51A/63
2672250	PORIRUA	Lot 423 DP 17335	WN51C/333
2672260	PORIRUA	Lot 424 DP 17335	WN51C/334
2656590	PORIRUA	Lot 43 DP 17379	WN51A/115
2709910	PORIRUA	Lot 43 DP 20846	WN50A/149
2769680	PORIRUA	Lot 43 DP 25036	WN7A/871
2757080	PORIRUA	Lot 43 DP 27174	WN49B/454
2754520	PORIRUA	Lot 43 DP 27682	WN51A/615
2679460	PORIRUA	Lot 431 DP 17335	WN51C/530
2679480	PORIRUA	Lot 433 DP 17335	WN45C/853
2681120	PORIRUA	Lot 434 DP 17335	WN51C/531
2697000	PORIRUA	Lot 436 DP 17335	WN50A/849
2697010	PORIRUA	Lot 437 DP 17335	WN50A/848

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2658660	PORIRUA	Lot 44 DP 17380	WN49D/560
2704810	PORIRUA	Lot 44 DP 20025	WN50A/837
2709920	PORIRUA	Lot 44 DP 20846	WN50A/150
2749780	PORIRUA	Lot 44 DP 25957	WN54C/721
2753570	PORIRUA	Lot 44 DP 27682	WN51A/616
2764640	PORIRUA	Lot 44 DP 29172	WN49D/778
2777030	PORIRUA	Lot 44 DP 33354	WN46B/235
2782140	PORIRUA	Lot 44 DP 34787	WN47D/819
2788700	PORIRUA	Lot 44 DP 44878	WN50A/229
2655200	PORIRUA	Lot 44 DP 9417	WN50C/701
2681160	PORIRUA	Lot 440 DP 17335	WN50A/847
2686960	PORIRUA	Lot 443 DP 17925	WN49D/690
2681190	PORIRUA	Lot 444 DP 17335	WN50A/846
2686990	PORIRUA	Lot 445 DP 17925	WN49D/691
2656610	PORIRUA	Lot 45 DP 17379	WN51A/116
2658670	PORIRUA	Lot 45 DP 17380	WNB1/802
2749790	PORIRUA	Lot 45 DP 25957	WN49D/753
6000252	PORIRUA	Lot 45 DP 26273	WN50A/799
2757060	PORIRUA	Lot 45 DP 27174	WN49B/453
2753580	PORIRUA	Lot 45 DP 27682	WNE4/1394
2764650	PORIRUA	Lot 45 DP 29172	WN49D/779
2685460	PORIRUA	Lot 45 DP 48427	WN45C/624
2689160	PORIRUA	Lot 451 DP 17690	WN50C/291
2679500	PORIRUA	Lot 458 DP 17335	WNB1/820
2691100	PORIRUA	Lot 459 DP 19667	WN50C/295
2704830	PORIRUA	Lot 46 DP 20025	WN50A/836
2713580	PORIRUA	Lot 46 DP 21263	WN51C/344
2730110	PORIRUA	Lot 46 DP 21468	WN51C/503
2681830	PORIRUA	Lot 46 DP 21534	WN51A/576
2803590	PORIRUA	Lot 46 DP 24819	WN49B/361
2748400	PORIRUA	Lot 46 DP 25956	WN49D/963
2749900	PORIRUA	Lot 46 DP 25957	WN45C/744
2752900	PORIRUA	Lot 46 DP 26273	WN50A/800
2753590	PORIRUA	Lot 46 DP 27682	WN49D/933
2758710	PORIRUA	Lot 46 DP 27706	WN51C/212
2761060	PORIRUA	Lot 46 DP 29172	WN6C/791
2788720	PORIRUA	Lot 46 DP 44878	WN45C/937
2689240	PORIRUA	Lot 464 DP 19667	WN50C/292
2689250	PORIRUA	Lot 465 DP 19667	WN50C/293
2684020	PORIRUA	Lot 47 DP 17376	WN45C/757
2656650	PORIRUA	Lot 47 DP 17379	WN47D/811
2704840	PORIRUA	Lot 47 DP 20025	WN50A/835
2804470	PORIRUA	Lot 47 DP 24819	WN48C/33
2803610	PORIRUA	Lot 47 DP 24936	WN49B/194
2748390	PORIRUA	Lot 47 DP 25956	WN49D/964
2749910	PORIRUA	Lot 47 DP 25957	WN49D/754
2758720	PORIRUA	Lot 47 DP 27706	WN51C/213
2781990	PORIRUA	Lot 47 DP 34787	WN50A/719
2785800	PORIRUA	Lot 47 DP 43467	WN47D/825
2688110	PORIRUA	Lot 476 DP 17688	WN51A/64
2682990	PORIRUA	Lot 477 DP 17334	WN50C/635
2706920	PORIRUA	Lot 48 DP 20021	WN45C/908

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2704850	PORIRUA	Lot 48 DP 20025	WN50A/834
2760470	PORIRUA	Lot 48 DP 27682	WN49D/934
2756600	PORIRUA	Lot 48 DP 28243	WN49D/338
2761040	PORIRUA	Lot 48 DP 29172	WN51C/12
2772400	PORIRUA	Lot 48 DP 30210	WN46B/271
2782000	PORIRUA	Lot 48 DP 34787	WN50A/720
2785810	PORIRUA	Lot 48 DP 43467	WN45C/928
2685750	PORIRUA	Lot 483 DP 19266	WN50C/328
2703540	PORIRUA	Lot 484 DP 19266	WN50C/329
2685810	PORIRUA	Lot 489 DP 18865	WN49B/303
2658700	PORIRUA	Lot 49 DP 17380	WN49D/814
2704860	PORIRUA	Lot 49 DP 20025	WN50A/833
2749930	PORIRUA	Lot 49 DP 25957	WN49D/756
2760480	PORIRUA	Lot 49 DP 27682	WN49D/935
2758840	PORIRUA	Lot 49 DP 27706	WN45C/748
2756590	PORIRUA	Lot 49 DP 28243	WN49D/339
2773020	PORIRUA	Lot 49 DP 32001	WN49B/253
2782960	PORIRUA	Lot 49 DP 34787	WN50A/721
2702710	PORIRUA	Lot 49 DP 48426	WN49D/938
2685830	PORIRUA	Lot 491 DP 19266	WN50C/326
2685840	PORIRUA	Lot 492 DP 19266	WN50C/325
2685870	PORIRUA	Lot 495 DP 19266	WN50C/333
2706840	PORIRUA	Lot 5 DP 20023	WN51C/884
2699230	PORIRUA	Lot 5 DP 20071	WN46B/149
2712460	PORIRUA	Lot 5 DP 20845	WN49D/864
2708010	PORIRUA	Lot 5 DP 20847	WN49D/806
2707400	PORIRUA	Lot 5 DP 20849	WN46C/271
6001008	PORIRUA	Lot 5 DP 21361	WN51A/71
2721470	PORIRUA	Lot 5 DP 21906	WN45C/907
2719990	PORIRUA	Lot 5 DP 22487	WN51A/258
2803490	PORIRUA	Lot 5 DP 23509	WN49B/45
2739100	PORIRUA	Lot 5 DP 23975	WN49D/597
2748740	PORIRUA	Lot 5 DP 24936	WN51A/629
2685340	PORIRUA	Lot 5 DP 24959	WNB2/952
2754330	PORIRUA	Lot 5 DP 26274	WN49D/700
2749970	PORIRUA	Lot 5 DP 26369	WN51A/3
2708080	PORIRUA	Lot 5 DP 26681	WN49D/128
2656830	PORIRUA	Lot 5 DP 26813	WN51D/795
2699000	PORIRUA	Lot 5 DP 27422	WNE2/673
2726770	PORIRUA	Lot 5 DP 28097	WN46C/274
2758410	PORIRUA	Lot 5 DP 28123	WN51A/144
2759930	PORIRUA	Lot 5 DP 28247	WN49D/611
2760580	PORIRUA	Lot 5 DP 28364	WN49B/890
2768630	PORIRUA	Lot 5 DP 29946	WN49D/792
1184260	PORIRUA	Lot 5 DP 304445	17897
2785380	PORIRUA	Lot 5 DP 30486	WN51A/811
2672360	PORIRUA	Lot 5 DP 30609	WN49B/448
2766090	PORIRUA	Lot 5 DP 30646	WN49D/280
2770700	PORIRUA	Lot 5 DP 30647	WN49D/199
2773890	PORIRUA	Lot 5 DP 30815	WN45C/802
2779880	PORIRUA	Lot 5 DP 30905	WN47D/463
2772330	PORIRUA	Lot 5 DP 31582	WN49B/526

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2671280	PORIRUA	Lot 5 DP 31907	WN8C/57
2769580	PORIRUA	Lot 5 DP 32216	WN46B/228
2686970	PORIRUA	Lot 5 DP 34059	WN12B/279
2778010	PORIRUA	Lot 5 DP 34786	WN47D/814
6000558	PORIRUA	Lot 5 DP 352162, 1/5 Share of Lot 6 DP 352162	214016
6000829	PORIRUA	Lot 5 DP 365957	267306
2707970	PORIRUA	Lot 5 DP 374463	300380
6000712	PORIRUA	Lot 5 DP 377178	310189
2685470	PORIRUA	Lot 5 DP 40669	WN49B/469
2790050	PORIRUA	Lot 5 DP 42707	WN49D/873
2745820	PORIRUA	Lot 5 DP 86855	WN54B/614
2805790	PORIRUA	Lot 5 DP 87832	WN55C/150
6001081	PORIRUA	Lot 50 DP 21263	WN51C/346
2721390	PORIRUA	Lot 50 DP 21361	WN51A/74
2744840	PORIRUA	Lot 50 DP 24819	WN45C/916
2759240	PORIRUA	Lot 50 DP 27742	WN49B/462
2761010	PORIRUA	Lot 50 DP 29172	WN51C/14
2772380	PORIRUA	Lot 50 DP 30210	WN47D/921
2782970	PORIRUA	Lot 50 DP 34787	WN50A/722
2702720	PORIRUA	Lot 50 DP 48426	WN48C/830
2693640	PORIRUA	Lot 51 DP 19368	WN50A/51
2727740	PORIRUA	Lot 51 DP 20025	WN45C/909
2730140	PORIRUA	Lot 51 DP 21468	WN51C/499
2749400	PORIRUA	Lot 51 DP 25957	WN50C/617
2753070	PORIRUA	Lot 51 DP 26273	WN6B/1022
2754370	PORIRUA	Lot 51 DP 26274	WN49B/518
2759230	PORIRUA	Lot 51 DP 27742	WN49B/463
2765900	PORIRUA	Lot 51 DP 29384	WN49D/876
2688250	PORIRUA	Lot 511 DP 17688	WN50A/640
2685940	PORIRUA	Lot 515 DP 18865	WN49B/304
2658730	PORIRUA	Lot 52 DP 17380	WN49D/815
2710000	PORIRUA	Lot 52 DP 20846	WN830/3
3879660	PORIRUA	Lot 52 DP 21263	WN51C/348
2743120	PORIRUA	Lot 52 DP 24876	WN46B/930
2768720	PORIRUA	Lot 52 DP 25036	WN50C/576
2749410	PORIRUA	Lot 52 DP 25957	WN50C/616
2754380	PORIRUA	Lot 52 DP 26274	WN49B/519
2755060	PORIRUA	Lot 52 DP 26727	WN49B/441
2760510	PORIRUA	Lot 52 DP 27682	WN49D/936
2759220	PORIRUA	Lot 52 DP 27742	WN49B/464
2759060	PORIRUA	Lot 52 DP 28246	WNF4/244
2769910	PORIRUA	Lot 52 DP 30210	WN49B/171
2686010	PORIRUA	Lot 522 DP 18865	WN49B/306
2686020	PORIRUA	Lot 523 DP 18865	WN47D/786
2686040	PORIRUA	Lot 525 DP 18865	WN49B/307
2686070	PORIRUA	Lot 528 DP 18865	WN49B/309
2694110	PORIRUA	Lot 53 DP 18395	WN51D/314
2804560	PORIRUA	Lot 53 DP 24239	WN10C/195
2743130	PORIRUA	Lot 53 DP 24876	WN46B/931
2749420	PORIRUA	Lot 53 DP 25957	WN50C/615
2759210	PORIRUA	Lot 53 DP 27742	WN49B/465

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2759070	PORIRUA	Lot 53 DP 28246	WN49D/613
2686130	PORIRUA	Lot 534 DP 19266	WN50C/336
2686140	PORIRUA	Lot 535 DP 19266	WN50C/337
2686160	PORIRUA	Lot 537 DP 19266	WN50C/338
2684080	PORIRUA	Lot 54 DP 17376	WN47D/793
2694120	PORIRUA	Lot 54 DP 18395	WN51D/313
2680160	PORIRUA	Lot 54 DP 18864	WN51D/258
2727770	PORIRUA	Lot 54 DP 20025	WN50A/832
2734000	PORIRUA	Lot 54 DP 21468	WN50C/707
2743140	PORIRUA	Lot 54 DP 24876	WN46B/932
2749430	PORIRUA	Lot 54 DP 25957	WN50C/614
2754400	PORIRUA	Lot 54 DP 26274	WN49B/521
2759160	PORIRUA	Lot 54 DP 27742	WN51A/644
2769890	PORIRUA	Lot 54 DP 30210	WN49B/172
2783010	PORIRUA	Lot 54 DP 34788	WN47D/817
2686190	PORIRUA	Lot 540 DP 19266	WN50C/340
2684090	PORIRUA	Lot 55 DP 17376	WNF3/898
2694130	PORIRUA	Lot 55 DP 18395	WN51D/312
2680170	PORIRUA	Lot 55 DP 18864	WN51D/259
2744290	PORIRUA	Lot 55 DP 25036	WN49B/484
2749440	PORIRUA	Lot 55 DP 25957	WN51C/876
2760930	PORIRUA	Lot 55 DP 28486	WN49B/167
2769880	PORIRUA	Lot 55 DP 30210	WN49B/173
2698880	PORIRUA	Lot 556 DP 19349	WN49D/722
2698900	PORIRUA	Lot 558 DP 19349	WN49D/723
2658760	PORIRUA	Lot 56 DP 17380	WNB1/803
2734010	PORIRUA	Lot 56 DP 21468	WN51C/497
2680180	PORIRUA	Lot 56 DP 21534	WN50A/179
2748770	PORIRUA	Lot 56 DP 25956	WND1/423
2760920	PORIRUA	Lot 56 DP 28486	WN49B/168
2763640	PORIRUA	Lot 56 DP 30431	WN49D/843
2698920	PORIRUA	Lot 560 DP 17690	WN856/53
2698930	PORIRUA	Lot 561 DP 17690	WN49D/724
2698950	PORIRUA	Lot 563 DP 17690	WN49D/726
2698960	PORIRUA	Lot 564 DP 17690	WN49D/727
2698980	PORIRUA	Lot 566 DP 17690	WN49D/728
2680190	PORIRUA	Lot 57 DP 21534	WN44A/920
2774480	PORIRUA	Lot 57 DP 27174	WN47D/937
2760220	PORIRUA	Lot 57 DP 28486	WN49B/169
2769980	PORIRUA	Lot 57 DP 30210	WN49B/174
2763650	PORIRUA	Lot 57 DP 30431	WN49D/844
2689280	PORIRUA	Lot 575 DP 17690	WN50A/464
2689320	PORIRUA	Lot 579 DP 17690	WN47D/777
6000372	PORIRUA	Lot 58 DP 18395	WN51D/311
2742950	PORIRUA	Lot 58 DP 24876	WN46B/934
2744720	PORIRUA	Lot 58 DP 24936	WNB3/1328
2760210	PORIRUA	Lot 58 DP 28486	WN44A/975
2761950	PORIRUA	Lot 58 DP 28571	WN50A/212
2689410	PORIRUA	Lot 589 DP 17690	WN50A/468
2709790	PORIRUA	Lot 59 DP 20846	WN51A/337
2680210	PORIRUA	Lot 59 DP 21534	WN47D/787
2760200	PORIRUA	Lot 59 DP 28486	WN49B/170

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2763610	PORIRUA	Lot 59 DP 30431	WN49D/846
2689420	PORIRUA	Lot 590 DP 17690	WN50A/469
2666700	PORIRUA	Lot 6 DP 17376	WN47D/801
2712470	PORIRUA	Lot 6 DP 20845	WN49D/865
2707410	PORIRUA	Lot 6 DP 20849	WN50C/274
2721480	PORIRUA	Lot 6 DP 21906	WN51C/341
2739090	PORIRUA	Lot 6 DP 23975	WN49D/598
2754320	PORIRUA	Lot 6 DP 26274	WN49D/701
2686870	PORIRUA	Lot 6 DP 26370	WND1/1008
2656840	PORIRUA	Lot 6 DP 26813	WN51D/796
2711350	PORIRUA	Lot 6 DP 27082	WN48C/52
2756840	PORIRUA	Lot 6 DP 27616	WN44A/915
2758400	PORIRUA	Lot 6 DP 28123	WNF2/1388
2759920	PORIRUA	Lot 6 DP 28247	WN49D/610
2767570	PORIRUA	Lot 6 DP 28486	WN46B/340
2761490	PORIRUA	Lot 6 DP 28663	WN50C/386
2767520	PORIRUA	Lot 6 DP 29078	WN46B/262
2768640	PORIRUA	Lot 6 DP 29946	WN49D/793
1184250	PORIRUA	Lot 6 DP 304445	17898
2785390	PORIRUA	Lot 6 DP 30486	WN7A/1450
2767240	PORIRUA	Lot 6 DP 30549	WN51A/824
2766100	PORIRUA	Lot 6 DP 30646	WN49D/281
2770690	PORIRUA	Lot 6 DP 30647	WN49D/200
2764850	PORIRUA	Lot 6 DP 30648	WN49B/532
2773880	PORIRUA	Lot 6 DP 30815	WN47D/940
2730460	PORIRUA	Lot 6 DP 30905	WN47D/466
2769590	PORIRUA	Lot 6 DP 32216	WN49B/539
2761320	PORIRUA	Lot 6 DP 32885	WN9C/13
2778000	PORIRUA	Lot 6 DP 34786	WN46B/236
2782910	PORIRUA	Lot 6 DP 34787	WN49D/208
2689620	PORIRUA	Lot 6 DP 35126	WN48C/793
2707990	PORIRUA	Lot 6 DP 374463	300381
6000713	PORIRUA	Lot 6 DP 377178	310190
2789180	PORIRUA	Lot 6 DP 40669	WN49B/470
2790060	PORIRUA	Lot 6 DP 42707	WN49D/874
2745810	PORIRUA	Lot 6 DP 86855	WN54B/615
2805810	PORIRUA	Lot 6 DP 87832	WN55C/151
2748160	PORIRUA	Lot 60 DP 25957	WN50C/388
2754950	PORIRUA	Lot 60 DP 26727	WN51C/994
2761930	PORIRUA	Lot 60 DP 28571	WN51A/800
2763620	PORIRUA	Lot 60 DP 30431	WN49D/847
2689480	PORIRUA	Lot 602 DP 18093	WN51C/785
2689500	PORIRUA	Lot 604 DP 18093	WN51C/786
2689510	PORIRUA	Lot 605 DP 18093	WN51C/787
2689520	PORIRUA	Lot 606 DP 18093	WN51C/788
2689530	PORIRUA	Lot 607 DP 18093	WN45C/875
2689550	PORIRUA	Lot 609 DP 18093	WN51C/789
2680230	PORIRUA	Lot 61 DP 21534	WN47D/788
2744870	PORIRUA	Lot 61 DP 24819	WN49D/521
2748150	PORIRUA	Lot 61 DP 25957	WN45C/745
2757360	PORIRUA	Lot 61 DP 27742	WN49B/479
2763630	PORIRUA	Lot 61 DP 30431	WN49D/848

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2689570	PORIRUA	Lot 611 DP 18093	WN51C/790
2804630	PORIRUA	Lot 62 DP 26728	WN47D/943
2771170	PORIRUA	Lot 62 DP 29383	WN49D/816
2769930	PORIRUA	Lot 62 DP 30210	WN46C/475
2763550	PORIRUA	Lot 62 DP 30431	WN49D/849
2744850	PORIRUA	Lot 63 DP 24819	WN49D/522
2755030	PORIRUA	Lot 63 DP 27079	WN51A/812
2762270	PORIRUA	Lot 63 DP 28571	WN51A/802
2771160	PORIRUA	Lot 63 DP 29383	WN49D/817
2781560	PORIRUA	Lot 63 DP 34786	WN11C/1169
2689670	PORIRUA	Lot 630 DP 18093	WN51A/159
2689680	PORIRUA	Lot 631 DP 18093	WN51A/158
2656860	PORIRUA	Lot 64 DP 18091	WN47D/628
2755320	PORIRUA	Lot 64 DP 26728	WNE2/879
2755020	PORIRUA	Lot 64 DP 27079	WN51A/813
2757260	PORIRUA	Lot 64 DP 27680	WN51C/233
2767620	PORIRUA	Lot 64 DP 28486	WN49B/261
2771150	PORIRUA	Lot 64 DP 29383	WN49D/818
2764910	PORIRUA	Lot 64 DP 30432	WN49D/807
2772480	PORIRUA	Lot 64 DP 30662	WN49B/276
2781570	PORIRUA	Lot 64 DP 34787	WN47D/822
2757270	PORIRUA	Lot 65 DP 27680	WN51C/232
2764920	PORIRUA	Lot 65 DP 30432	WN45C/801
2781580	PORIRUA	Lot 65 DP 34787	WN46B/239
2685400	PORIRUA	Lot 654 DP 17374	WN51A/952
2686590	PORIRUA	Lot 655 DP 17374	WN51A/953
2686600	PORIRUA	Lot 657 DP 17374	WN51A/954
2686620	PORIRUA	Lot 659 DP 17374	WN51A/955
2658860	PORIRUA	Lot 66 DP 17380	WN44A/925
6001422	PORIRUA	Lot 66 DP 21788	268022
2742980	PORIRUA	Lot 66 DP 24876	WN47D/925
2805200	PORIRUA	Lot 66 DP 26728	WN47D/944
2755000	PORIRUA	Lot 66 DP 27079	WN51A/814
2762240	PORIRUA	Lot 66 DP 28571	WN51A/805
2802870	PORIRUA	Lot 66 DP 41909	WN16C/580
2685420	PORIRUA	Lot 660 DP 17374	WN51A/956
2678850	PORIRUA	Lot 67 DP 17376	WN51A/868
2658870	PORIRUA	Lot 67 DP 17380	WN49D/526
2702040	PORIRUA	Lot 67 DP 19438	WN50A/579
6001194	PORIRUA	Lot 67 DP 21788	WN51A/428
2742990	PORIRUA	Lot 67 DP 24876	WN46B/44
2741190	PORIRUA	Lot 67 DP 25036	WN50A/398
2755330	PORIRUA	Lot 67 DP 26728	WN47D/936
6001019	PORIRUA	Lot 67 DP 27680	WN49D/799
2767600	PORIRUA	Lot 67 DP 28486	WN49B/262
2762320	PORIRUA	Lot 67 DP 28571	WN51A/806
2770990	PORIRUA	Lot 67 DP 30663	WN49B/242
2686700	PORIRUA	Lot 671 DP 17374	WN45C/871
2703790	PORIRUA	Lot 68 DP 19438	WN50A/580
2659340	PORIRUA	Lot 68 DP 21468	WN49D/529
6001133	PORIRUA	Lot 68 DP 24936	WN51C/186
2748040	PORIRUA	Lot 68 DP 25957	WN50C/391

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2755550	PORIRUA	Lot 68 DP 26728	WN45C/742
2767590	PORIRUA	Lot 68 DP 28486	WN46B/342
2782180	PORIRUA	Lot 68 DP 34787	WN46B/238
2755560	PORIRUA	Lot 69 DP 26728	WN45C/741
2756980	PORIRUA	Lot 69 DP 27079	WN51A/818
2805440	PORIRUA	Lot 69 DP 28245	WN5D/1164
2767580	PORIRUA	Lot 69 DP 28486	WN50A/602
2762290	PORIRUA	Lot 69 DP 28571	WN5C/195
2692160	PORIRUA	Lot 699 DP 18093	WN45C/872
2666710	PORIRUA	Lot 7 DP 17376	WN46C/278
2701370	PORIRUA	Lot 7 DP 19549	WN49B/863
2712480	PORIRUA	Lot 7 DP 20845	WN49D/866
3936940	PORIRUA	Lot 7 DP 21330	WN50A/714
2711480	PORIRUA	Lot 7 DP 21361	WN49D/954
2721490	PORIRUA	Lot 7 DP 21906	WN51C/342
2730410	PORIRUA	Lot 7 DP 22587	WN50C/622
2739080	PORIRUA	Lot 7 DP 23975	WNA3/483
2746290	PORIRUA	Lot 7 DP 24819	WN45C/915
2748760	PORIRUA	Lot 7 DP 24936	WN51A/630
2683620	PORIRUA	Lot 7 DP 25878	WNC3/462
6001510	PORIRUA	Lot 7 DP 25956	WND1/421
2754310	PORIRUA	Lot 7 DP 26274	WND1/593
2656850	PORIRUA	Lot 7 DP 26813	WN51D/797
2710820	PORIRUA	Lot 7 DP 27077	WN49B/89
2755680	PORIRUA	Lot 7 DP 27680	WN51D/246
2759910	PORIRUA	Lot 7 DP 27742	WN49B/472
2761480	PORIRUA	Lot 7 DP 28663	WN50C/387
2771740	PORIRUA	Lot 7 DP 29078	WN49B/108
1184240	PORIRUA	Lot 7 DP 304445	17899
2785400	PORIRUA	Lot 7 DP 30486	WN50A/185
2730450	PORIRUA	Lot 7 DP 30905	WN47D/5
2687000	PORIRUA	Lot 7 DP 34059	WN12B/281
2782920	PORIRUA	Lot 7 DP 34787	WN49D/209
2708000	PORIRUA	Lot 7 DP 374463	300382
6000714	PORIRUA	Lot 7 DP 377178	310191
2687260	PORIRUA	Lot 7 DP 81829	WN48B/667
2805820	PORIRUA	Lot 7 DP 87832	WN55C/152
2757890	PORIRUA	Lot 70 DP 26728	WN51A/832
2751480	PORIRUA	Lot 70 DP 26823	WN51A/779
2692170	PORIRUA	Lot 700 DP 18093	WN51D/656
2744640	PORIRUA	Lot 71 DP 24936	WNB3/1331
2751490	PORIRUA	Lot 71 DP 26823	WN51A/780
2756960	PORIRUA	Lot 71 DP 27079	WN51A/819
2686220	PORIRUA	Lot 715 DP 18093	WN50C/283
2686230	PORIRUA	Lot 716 DP 18093	WN54C/656
2755420	PORIRUA	Lot 72 DP 26728	WN51A/833
2751500	PORIRUA	Lot 72 DP 26823	WN45C/922
2756950	PORIRUA	Lot 72 DP 27079	WN51A/820
2759320	PORIRUA	Lot 72 DP 28244	WN49D/606
2686280	PORIRUA	Lot 721 DP 18093	WN54C/657
2686300	PORIRUA	Lot 723 DP 18093	WN50C/285
2721530	PORIRUA	Lot 73 DP 21263	WN49D/270

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2744660	PORIRUA	Lot 73 DP 24936	WN51C/188
2753850	PORIRUA	Lot 73 DP 26728	WN51A/834
2751510	PORIRUA	Lot 73 DP 26823	WND4/340
2763910	PORIRUA	Lot 73 DP 28571	WN50C/416
2763290	PORIRUA	Lot 73 DP 29382	WN50C/256
2771340	PORIRUA	Lot 73 DP 30662	WN49B/279
2775330	PORIRUA	Lot 73 DP 35170	WN49D/670
2789230	PORIRUA	Lot 73 DP 44879	WN49D/67
2686390	PORIRUA	Lot 735 DP 18093	WN46B/896
2686410	PORIRUA	Lot 737 DP 18093	WN46B/897
2703810	PORIRUA	Lot 74 DP 19438	WN50A/581
2703630	PORIRUA	Lot 74 DP 20024	WN50C/594
2721540	PORIRUA	Lot 74 DP 21263	WN46B/338
2749720	PORIRUA	Lot 74 DP 25957	WN50C/994
2751760	PORIRUA	Lot 74 DP 26823	WN49D/681
2759300	PORIRUA	Lot 74 DP 28244	WN49D/608
2763900	PORIRUA	Lot 74 DP 28571	WN46B/606
2763360	PORIRUA	Lot 74 DP 29382	WN6A/1239
2775320	PORIRUA	Lot 74 DP 35170	WN46C/248
2685310	PORIRUA	Lot 744 DP 18093	WN45C/873
2685320	PORIRUA	Lot 745 DP 18093	WN46B/900
2720920	PORIRUA	Lot 75 DP 21263	WN49D/269
2753870	PORIRUA	Lot 75 DP 26728	WN51A/835
2751770	PORIRUA	Lot 75 DP 26823	WN49D/682
2763890	PORIRUA	Lot 75 DP 28571	WN50C/417
2775310	PORIRUA	Lot 75 DP 35170	WN49D/671
2678890	PORIRUA	Lot 76 DP 17376	WN51A/870
2676370	PORIRUA	Lot 76 DP 17379	WN47D/632
2694550	PORIRUA	Lot 76 DP 18395	WN51A/690
2720930	PORIRUA	Lot 76 DP 21263	WN49D/268
2744820	PORIRUA	Lot 76 DP 24936	WN51C/189
2753880	PORIRUA	Lot 76 DP 26728	WN50A/190
2763880	PORIRUA	Lot 76 DP 28571	WN50C/418
2766550	PORIRUA	Lot 76 DP 31108	WN51C/742
2789260	PORIRUA	Lot 76 DP 44879	WN45C/939
2670210	PORIRUA	Lot 77 DP 17379	WN50A/342
2694560	PORIRUA	Lot 77 DP 19368	WN51A/688
2721400	PORIRUA	Lot 77 DP 21263	WN49D/267
2753890	PORIRUA	Lot 77 DP 26728	WN51A/836
2751790	PORIRUA	Lot 77 DP 26823	WN49D/683
2758100	PORIRUA	Lot 77 DP 28120	WN47D/868
2758520	PORIRUA	Lot 77 DP 28244	WNF4/241
2763330	PORIRUA	Lot 77 DP 29380	WN46B/264
2771380	PORIRUA	Lot 77 DP 30662	WN49B/280
2789270	PORIRUA	Lot 77 DP 44879	WN50A/725
2670220	PORIRUA	Lot 78 DP 17379	WN50A/343
2694570	PORIRUA	Lot 78 DP 19368	WN51A/689
2721410	PORIRUA	Lot 78 DP 21264	WNB1/843
2753900	PORIRUA	Lot 78 DP 26728	WNE2/880
2758090	PORIRUA	Lot 78 DP 28119	WN47D/870
2758510	PORIRUA	Lot 78 DP 28244	WN49D/607
2763860	PORIRUA	Lot 78 DP 28571	WN46B/155

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
6000813	PORIRUA	Lot 78 DP 31108	WN51C/743
2703680	PORIRUA	Lot 79 DP 20024	WN50C/593
2756830	PORIRUA	Lot 79 DP 27079	WN51A/821
2758080	PORIRUA	Lot 79 DP 28119	WN45C/756
2763850	PORIRUA	Lot 79 DP 28571	WN50C/420
2701380	PORIRUA	Lot 8 DP 19549	WN49B/864
2712490	PORIRUA	Lot 8 DP 20845	WN49D/867
2739210	PORIRUA	Lot 8 DP 24048	WN45C/811
2749300	PORIRUA	Lot 8 DP 25957	WN54C/720
2759900	PORIRUA	Lot 8 DP 27742	WN49B/473
2760810	PORIRUA	Lot 8 DP 28486	WN50A/600
2771730	PORIRUA	Lot 8 DP 29078	WN49B/109
2771630	PORIRUA	Lot 8 DP 29306	WN5D/1248
2772430	PORIRUA	Lot 8 DP 30247	WN46B/246
1184230	PORIRUA	Lot 8 DP 304445	17900
2767220	PORIRUA	Lot 8 DP 30549	WN7B/597
2770670	PORIRUA	Lot 8 DP 30647	WN7C/687
2686750	PORIRUA	Lot 8 DP 34059	WN12B/282
2782930	PORIRUA	Lot 8 DP 34787	WN49D/210
6000715	PORIRUA	Lot 8 DP 377178	310192
2790080	PORIRUA	Lot 8 DP 42707	WN48C/831
2805450	PORIRUA	Lot 8 DP 87832	WN55C/153
2684750	PORIRUA	Lot 80 DP 17663	WN51A/109
2680410	PORIRUA	Lot 80 DP 18864	WN51A/173
2756820	PORIRUA	Lot 80 DP 27079	WN51A/822
2768430	PORIRUA	Lot 80 DP 28523	WN51A/345
2761620	PORIRUA	Lot 80 DP 28570	WN49B/265
2763840	PORIRUA	Lot 80 DP 28571	WN51A/393
2772000	PORIRUA	Lot 80 DP 32002	WN49B/245
2658980	PORIRUA	Lot 81 DP 17380	WNB1/805
2680420	PORIRUA	Lot 81 DP 18864	WN51A/174
6000371	PORIRUA	Lot 81 DP 24819	WN50A/858
2756810	PORIRUA	Lot 81 DP 27079	WN50A/187
2768440	PORIRUA	Lot 81 DP 28523	WN51A/346
2761610	PORIRUA	Lot 81 DP 28570	WN46B/260
2658990	PORIRUA	Lot 82 DP 17380	WN45C/844
2694590	PORIRUA	Lot 82 DP 18395	WN51D/837
2680430	PORIRUA	Lot 82 DP 18864	WN51A/175
2746120	PORIRUA	Lot 82 DP 24819	WN46C/64
2756800	PORIRUA	Lot 82 DP 27079	WN7A/963
2761600	PORIRUA	Lot 82 DP 28570	WN49B/266
2764160	PORIRUA	Lot 82 DP 29382	WN50C/257
2772020	PORIRUA	Lot 82 DP 32002	WN49B/246
2694600	PORIRUA	Lot 83 DP 18395	WN45C/838
2680440	PORIRUA	Lot 83 DP 18864	WN51A/176
2704040	PORIRUA	Lot 83 DP 20024	WN51A/595
2761590	PORIRUA	Lot 83 DP 28570	WN46B/905
2775090	PORIRUA	Lot 83 DP 33353	WN47D/813
2774570	PORIRUA	Lot 83 DP 35170	WN49D/666
2744770	PORIRUA	Lot 84 DP 24936	WN49D/256
2759610	PORIRUA	Lot 84 DP 28522	WN49B/254
2680460	PORIRUA	Lot 85 DP 18864	WN47D/789

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2704060	PORIRUA	Lot 85 DP 20024	WN51A/596
2694620	PORIRUA	Lot 85 DP 20071	WN51D/836
2744760	PORIRUA	Lot 85 DP 24936	WN49D/255
2750920	PORIRUA	Lot 85 DP 26823	WND4/341
2753600	PORIRUA	Lot 85 DP 27682	WN51A/617
2759620	PORIRUA	Lot 85 DP 28522	WN49B/255
2763820	PORIRUA	Lot 85 DP 28570	WN46B/906
2763710	PORIRUA	Lot 85 DP 30432	WN49D/811
2659030	PORIRUA	Lot 86 DP 17380	WN51A/828
2805550	PORIRUA	Lot 86 DP 18864	WN14C/765
2750910	PORIRUA	Lot 86 DP 26823	WN50A/652
2756760	PORIRUA	Lot 86 DP 27079	WN51A/816
2753610	PORIRUA	Lot 86 DP 27682	WN51A/618
2763720	PORIRUA	Lot 86 DP 30431	WN49D/850
2659040	PORIRUA	Lot 87 DP 17380	WN51A/829
2694640	PORIRUA	Lot 87 DP 18395	WN991/3
2704130	PORIRUA	Lot 87 DP 20024	WN51A/597
2761990	PORIRUA	Lot 87 DP 21263	WN49D/273
2750900	PORIRUA	Lot 87 DP 26823	WN45C/923
2756750	PORIRUA	Lot 87 DP 27079	WN7A/962
2783310	PORIRUA	Lot 87 DP 28244	WN11D/983
2763800	PORIRUA	Lot 87 DP 28570	WN46B/907
2763730	PORIRUA	Lot 87 DP 30431	WN49D/851
2748060	PORIRUA	Lot 88 DP 25957	WN50C/392
2756740	PORIRUA	Lot 88 DP 26727	WN51C/995
2774520	PORIRUA	Lot 88 DP 35170	WN12B/1269
2756730	PORIRUA	Lot 89 DP 26727	WN50A/215
2750930	PORIRUA	Lot 89 DP 26823	WN50A/651
2758020	PORIRUA	Lot 89 DP 28124	WN51C/224
2763780	PORIRUA	Lot 89 DP 28570	WN46B/909
2701390	PORIRUA	Lot 9 DP 19549	WN49B/865
2707420	PORIRUA	Lot 9 DP 20849	WN829/99
2721340	PORIRUA	Lot 9 DP 21264	WN52D/75
2730430	PORIRUA	Lot 9 DP 22587	WN50C/621
2752710	PORIRUA	Lot 9 DP 26274	WND1/594
2711390	PORIRUA	Lot 9 DP 27082	WN48C/53
2759890	PORIRUA	Lot 9 DP 27742	WN49B/474
2760800	PORIRUA	Lot 9 DP 28486	WN46B/341
2761740	PORIRUA	Lot 9 DP 29078	WN5C/936
2768670	PORIRUA	Lot 9 DP 29946	WN49D/795
2768120	PORIRUA	Lot 9 DP 30433	WN49D/222
2785420	PORIRUA	Lot 9 DP 30487	WN47D/862
2766130	PORIRUA	Lot 9 DP 30646	WN49D/282
6000866	PORIRUA	Lot 9 DP 314207	56180
2782010	PORIRUA	Lot 9 DP 34786	WN49D/205
2782940	PORIRUA	Lot 9 DP 34787	WN11C/1180
2331470	PORIRUA	Lot 9 DP 59078	WN29D/84
2659070	PORIRUA	Lot 90 DP 17380	WNB1/804
2449200	PORIRUA	Lot 90 DP 18864	WN51A/177
2680510	PORIRUA	Lot 90 DP 18864	WN51A/177
2704140	PORIRUA	Lot 90 DP 20024	WN51A/598
2750940	PORIRUA	Lot 90 DP 26823	WN50A/650

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2753630	PORIRUA	Lot 90 DP 27682	WN51A/621
2761260	PORIRUA	Lot 90 DP 28522	WN5A/1344
2762130	PORIRUA	Lot 90 DP 28570	WN46B/910
2673180	PORIRUA	Lot 91 DP 17376	WN56A/367
2673060	PORIRUA	Lot 91 DP 18092	WN50A/345
2756710	PORIRUA	Lot 91 DP 26727	WN51D/478
2750950	PORIRUA	Lot 91 DP 26823	WN50A/653
2753640	PORIRUA	Lot 91 DP 27682	WN51A/622
2757990	PORIRUA	Lot 91 DP 28124	WN51C/222
2761270	PORIRUA	Lot 91 DP 28523	WN50A/211
2659090	PORIRUA	Lot 92 DP 17380	WN51A/830
2704120	PORIRUA	Lot 92 DP 20024	WN51A/600
2750960	PORIRUA	Lot 92 DP 26823	WN50A/649
2761280	PORIRUA	Lot 92 DP 28523	WN51A/347
2673080	PORIRUA	Lot 93 DP 18092	WNF3/906
2744750	PORIRUA	Lot 93 DP 24936	WN47D/864
2750970	PORIRUA	Lot 93 DP 26823	WN50A/648
2758060	PORIRUA	Lot 93 DP 28124	WNF2/1389
2768320	PORIRUA	Lot 93 DP 29382	WN50A/189
2766870	PORIRUA	Lot 93 DP 30431	WN49D/169
2676520	PORIRUA	Lot 94 DP 17376	WN50C/887
2680540	PORIRUA	Lot 94 DP 18864	WN51A/180
2744740	PORIRUA	Lot 94 DP 24936	WN49D/257
2750980	PORIRUA	Lot 94 DP 26823	WN50A/647
2758050	PORIRUA	Lot 94 DP 28124	WN45C/755
3714440	PORIRUA	Lot 94 DP 28523	WN46B/484
2800660	PORIRUA	Lot 94 DP 32593	WN20A/339
2669650	PORIRUA	Lot 95 DP 18092	WN50A/348
2703730	PORIRUA	Lot 95 DP 20024	WN50C/592
2748230	PORIRUA	Lot 95 DP 25957	WN50C/612
2758040	PORIRUA	Lot 95 DP 28124	WN45C/754
2703740	PORIRUA	Lot 96 DP 20024	WN50C/591
2746410	PORIRUA	Lot 96 DP 24819	WN49D/523
2748220	PORIRUA	Lot 96 DP 25957	WN50C/611
2751000	PORIRUA	Lot 96 DP 26823	WN50A/646
2758030	PORIRUA	Lot 96 DP 28124	WN51C/225
2760000	PORIRUA	Lot 96 DP 28245	WN47D/873
2766890	PORIRUA	Lot 96 DP 30431	WN49D/168
2703750	PORIRUA	Lot 97 DP 20024	WN45C/864
2751010	PORIRUA	Lot 97 DP 26823	WN50A/645
2768340	PORIRUA	Lot 97 DP 29382	WN51A/807
2766900	PORIRUA	Lot 97 DP 30431	WN46B/277
2676560	PORIRUA	Lot 98 DP 17376	WN50C/889
2659150	PORIRUA	Lot 98 DP 17380	WN51A/831
2669680	PORIRUA	Lot 98 DP 18092	WN50A/349
2700620	PORIRUA	Lot 98 DP 19549	WN49B/867
2708230	PORIRUA	Lot 98 DP 20187	WN51C/401
2753840	PORIRUA	Lot 98 DP 26727	WN49B/444
2751020	PORIRUA	Lot 98 DP 26823	WN50A/644
2759110	PORIRUA	Lot 98 DP 28241	WN49B/235
2766910	PORIRUA	Lot 98 DP 30431	WN46C/280
2771880	PORIRUA	Lot 98 DP 31999	WN49B/248

NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2703770	PORIRUA	Lot 99 DP 20024	WN50C/589
2751030	PORIRUA	Lot 99 DP 26823	WN50A/643
2759100	PORIRUA	Lot 99 DP 28241	WN49B/236
2768360	PORIRUA	Lot 99 DP 29382	WN6A/1240
2766820	PORIRUA	Lot 99 DP 30431	WN7A/1176
6001082	PORIRUA	Lots 1,2 DP 86097	WN53D/410
2693450	PORIRUA	Part Lot 8 DP 18392	WN50C/848
2680880	UPPER HUTT	Lot 1 DP 17436	WN49D/95
2692950	UPPER HUTT	Lot 1 DP 19346	WN51A/606
2697980	UPPER HUTT	Lot 1 DP 20356	WN887/99
4000086	UPPER HUTT	Lot 1 DP 21257	WN886/77
2571040	UPPER HUTT	Lot 1 DP 24650	WN49B/625
2692860	UPPER HUTT	Lot 1 DP 25312	WN49D/77
2680910	UPPER HUTT	Lot 1 DP 26371	WN51A/129
2803550	UPPER HUTT	Lot 1 DP 28513	WNF4/541
2500650	UPPER HUTT	Lot 1 DP 28910	WN5C/931
2755790	UPPER HUTT	Lot 1 DP 29153	WN6A/507
2696180	UPPER HUTT	Lot 1 DP 334421	WN141013
2692910	UPPER HUTT	Lot 1 DP 33511	WN48C/200
2958360	UPPER HUTT	Lot 1 DP 337652	WN154633
2692930	UPPER HUTT	Lot 1 DP 40793	WN13B/1015
2794140	UPPER HUTT	Lot 1 DP 46168	WN17D/949
2802730	UPPER HUTT	Lot 1 DP 46231	WN51D/151
2956090	UPPER HUTT	Lot 1 DP 51436	WN20D/900
2475730	UPPER HUTT	Lot 1 DP 77447	WN43D/455
2570980	UPPER HUTT	Lot 1 DP 83186	WN50B/239
2719510	UPPER HUTT	Lot 1 DP 86241	WN53D/967
2579340	UPPER HUTT	Lot 1 DP 86584	WN54A/980
2787970	UPPER HUTT	Lot 1 DP 86732	WN54B/317
2664100	UPPER HUTT	Lot 1 DP 86829	WN54B/552
2777330	UPPER HUTT	Lot 1 DP 86870	WN52C/612
2162750	UPPER HUTT	Lot 1 DP 86944	WN54B/801
2777230	UPPER HUTT	Lot 1 DP 87030	WN54D/32
2776850	UPPER HUTT	Lot 1 DP 87031	WN54D/34
2597990	UPPER HUTT	Lot 1 DP 87174	WN54D/470
1184690	UPPER HUTT	Lot 1 DP 87234	WN54D/597
2502720	UPPER HUTT	Lot 1 DP 87403	WN54D/951
2787300	UPPER HUTT	Lot 10 DP 46165	WN48C/203
2795130	UPPER HUTT	Lot 10 DP 46231	WN51D/154
2782760	UPPER HUTT	Lot 100 DP 41572	WN48C/75
2782780	UPPER HUTT	Lot 103 DP 41572	WN48C/76
2782800	UPPER HUTT	Lot 105 DP 41572	WN48C/73
2782810	UPPER HUTT	Lot 106 DP 41572	WN48C/72
2782820	UPPER HUTT	Lot 108 DP 41573	WN51A/763
2959680	UPPER HUTT	Lot 11 DP 15639	WN50A/11
2794680	UPPER HUTT	Lot 11 DP 46168	WN48C/211
2607510	UPPER HUTT	Lot 11 DP 9852	WN491/145
2782840	UPPER HUTT	Lot 110 DP 41573	WN51A/764
2782850	UPPER HUTT	Lot 111 DP 41573	WN13D/334
2700010	UPPER HUTT	Lot 112 DP 18737	WN51C/119
2792550	UPPER HUTT	Lot 112 DP 41573	WN48C/79
2792560	UPPER HUTT	Lot 113 DP 41573	WN48C/78

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2792570	UPPER HUTT	Lot 114 DP 41573	WN48C/77
2520690	UPPER HUTT	Lot 115 DP 23962	WNB2/635
2782590	UPPER HUTT	Lot 116 DP 41574	WN48C/187
2782600	UPPER HUTT	Lot 117 DP 41574	WN48C/188
2596670	UPPER HUTT	Lot 117 DP 8409	WN49D/112
2782610	UPPER HUTT	Lot 118 DP 41574	WN48C/189
2692960	UPPER HUTT	Lot 119 DP 17670	WNB1/859
2699110	UPPER HUTT	Lot 119 DP 18737	WN51C/120
2782620	UPPER HUTT	Lot 119 DP 41574	WN48C/193
2692970	UPPER HUTT	Lot 120 DP 17670	WN51A/608
2782630	UPPER HUTT	Lot 120 DP 41574	WN48C/194
2782650	UPPER HUTT	Lot 122 DP 41574	WN48C/87
2782680	UPPER HUTT	Lot 125 DP 41574	WN48C/84
2692890	UPPER HUTT	Lot 129 DP 17670	WN45C/264
2787330	UPPER HUTT	Lot 13 DP 46165	WN48C/204
2959070	UPPER HUTT	Lot 13 DP 6690	WN31B/855
2692900	UPPER HUTT	Lot 130 DP 17670	WN45C/717
2692990	UPPER HUTT	Lot 131 DP 17670	WN51A/610
2696800	UPPER HUTT	Lot 137 DP 18737	WN51C/121
2698040	UPPER HUTT	Lot 14 DP 20356	WN50A/6
2787370	UPPER HUTT	Lot 14 DP 46165	WN48C/205
2787710	UPPER HUTT	Lot 143 DP 41574	WN45C/736
2787700	UPPER HUTT	Lot 144 DP 41574	WN46B/212
2787790	UPPER HUTT	Lot 147 DP 41574	WN46B/211
2794800	UPPER HUTT	Lot 15 DP 46231	WN44A/968
2787810	UPPER HUTT	Lot 150 DP 41574	WN45C/267
2786960	UPPER HUTT	Lot 152 DP 41574	WN45C/269
2787390	UPPER HUTT	Lot 16 DP 46165	WN48C/206
2794810	UPPER HUTT	Lot 16 DP 46231	WN51D/156
2782700	UPPER HUTT	Lot 160 DP 41574	WN46C/743
2782710	UPPER HUTT	Lot 161 DP 41574	WN48C/91
2782720	UPPER HUTT	Lot 162 DP 41574	WN48C/92
2782730	UPPER HUTT	Lot 163 DP 41574	WN48C/190
2782740	UPPER HUTT	Lot 164 DP 41574	WN48C/191
2782750	UPPER HUTT	Lot 165 DP 41574	WN45C/266
2782690	UPPER HUTT	Lot 166 DP 41574	WN48C/192
2783530	UPPER HUTT	Lot 168 DP 41574	WN48C/57
2777210	UPPER HUTT	Lot 17 DP 27410	WN48C/419
2958510	UPPER HUTT	Lot 17 DP 46361	WN47D/65
2959150	UPPER HUTT	Lot 17 DP 53119	WN30D/642
2783550	UPPER HUTT	Lot 170 DP 41574	WN48C/56
2695520	UPPER HUTT	Lot 174 DP 17670	WN47D/2
2694710	UPPER HUTT	Lot 176 DP 17670	WN49D/97
2693030	UPPER HUTT	Lot 178 DP 17670	WN49D/99
2697930	UPPER HUTT	Lot 18 DP 20356	WN50A/8
2956830	UPPER HUTT	Lot 18 DP 53119	WN23A/112
2684490	UPPER HUTT	Lot 19 DP 18563	WN49D/78
2699040	UPPER HUTT	Lot 19 DP 19370	WN51C/123
2223990	UPPER HUTT	Lot 19 DP 29898	WN6D/835
2787560	UPPER HUTT	Lot 19 DP 46166	WN46B/113
2959110	UPPER HUTT	Lot 194 DP 17542	WN30D/646
2688780	UPPER HUTT	Lot 2 DP 15099	WN440/212

NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2680890	UPPER HUTT	Lot 2 DP 17436	WN49D/100
2698020	UPPER HUTT	Lot 2 DP 20356	WN50A/9
6000450	UPPER HUTT	Lot 2 DP 21024	WN844/8
2692850	UPPER HUTT	Lot 2 DP 25312	WN49D/79
2685170	UPPER HUTT	Lot 2 DP 27025	WN46B/605
6000334	UPPER HUTT	Lot 2 DP 334421	141014
2779620	UPPER HUTT	Lot 2 DP 33511	WN46C/281
2958350	UPPER HUTT	Lot 2 DP 337652	154634
2777840	UPPER HUTT	Lot 2 DP 34492	WN13D/906
2787480	UPPER HUTT	Lot 2 DP 41572	WN48C/74
2794770	UPPER HUTT	Lot 2 DP 46231	WN46B/107
2570970	UPPER HUTT	Lot 2 DP 83186	WN50B/240
2718480	UPPER HUTT	Lot 2 DP 83297	WN50B/526
2718500	UPPER HUTT	Lot 2 DP 83297	WN50B/526
2719500	UPPER HUTT	Lot 2 DP 86241	WN53D/968
2579330	UPPER HUTT	Lot 2 DP 86584	WN54A/981
2787960	UPPER HUTT	Lot 2 DP 86732	WN54B/318
2664110	UPPER HUTT	Lot 2 DP 86829	WN54B/553
2777320	UPPER HUTT	Lot 2 DP 86870	WN52C/613
2504010	UPPER HUTT	Lot 2 DP 86944	WN54B/802
2777240	UPPER HUTT	Lot 2 DP 87030	WN54D/33
2776840	UPPER HUTT	Lot 2 DP 87031	WN54D/35
2175760	UPPER HUTT	Lot 2 DP 87174	WN54D/471
1184750	UPPER HUTT	Lot 2 DP 87234	WN54D/598
3904190	UPPER HUTT	Lot 2 DP 87403	WN54D/952
2607500	UPPER HUTT	Lot 2 DP 87795	WN55C/119
2594250	UPPER HUTT	Lot 2 DP 88630	WN55B/875
2787570	UPPER HUTT	Lot 20 DP 46166	WN45C/682
2755870	UPPER HUTT	Lot 21 DP 29153	WN50A/14
2787580	UPPER HUTT	Lot 21 DP 46166	WN46B/112
2794700	UPPER HUTT	Lot 21 DP 46231	WN51D/157
2956100	UPPER HUTT	Lot 22 DP 18563	WN47D/64
2787590	UPPER HUTT	Lot 22 DP 46166	WN48C/213
2684530	UPPER HUTT	Lot 23 DP 18563	WN49D/80
2520180	UPPER HUTT	Lot 24 DP 18564	WNC2/164
2777810	UPPER HUTT	Lot 24 DP 29880	WN45C/678
2787610	UPPER HUTT	Lot 24 DP 46166	WN48C/214
2794730	UPPER HUTT	Lot 24 DP 46231	WN51D/158
2695620	UPPER HUTT	Lot 25 DP 18563	WN49D/81
2787620	UPPER HUTT	Lot 25 DP 46166	WN48C/215
2794740	UPPER HUTT	Lot 25 DP 46231	WN46B/109
2755930	UPPER HUTT	Lot 27 DP 29153	WN50A/161
2695640	UPPER HUTT	Lot 28 DP 18563	WN46B/209
2755940	UPPER HUTT	Lot 28 DP 29153	WN50A/162
2956150	UPPER HUTT	Lot 28 DP 53118	WN47D/66
2755950	UPPER HUTT	Lot 29 DP 29153	WN50A/163
2680900	UPPER HUTT	Lot 3 DP 17436	WNA3/440
2682270	UPPER HUTT	Lot 3 DP 26371	WN51A/130
2685160	UPPER HUTT	Lot 3 DP 27025	WNE2/524
2958370	UPPER HUTT	Lot 3 DP 337652	154635
2692940	UPPER HUTT	Lot 3 DP 40793	WN13B/1017
2794780	UPPER HUTT	Lot 3 DP 46231	WN46B/108

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2718440	UPPER HUTT	Lot 3 DP 83297	WN50B/527
2718460	UPPER HUTT	Lot 3 DP 83297	WN50B/527
2719490	UPPER HUTT	Lot 3 DP 86241	WN53D/969
2777310	UPPER HUTT	Lot 3 DP 86870	WN52C/614
2776830	UPPER HUTT	Lot 3 DP 87031	WN54D/36
2175790	UPPER HUTT	Lot 3 DP 87174	WN54D/472
1184790	UPPER HUTT	Lot 3 DP 87234	WN54D/599
3904240	UPPER HUTT	Lot 3 DP 87403	WN54D/953
2692820	UPPER HUTT	Lot 30 DP 18563	WN49D/82
2794400	UPPER HUTT	Lot 303 DP 34586	WN11A/1167
2755960	UPPER HUTT	Lot 31 DP 29153	WN50A/164
1176640	UPPER HUTT	Lot 31 DP 9412	WN607/94
2696160	UPPER HUTT	Lot 32 DP 18032	WN48C/689
2692840	UPPER HUTT	Lot 32 DP 18563	WN49D/83
2776690	UPPER HUTT	Lot 33 DP 29880	WN48C/418
2776680	UPPER HUTT	Lot 34 DP 29880	WN45C/679
2795160	UPPER HUTT	Lot 34 DP 46231	WN51D/159
2756000	UPPER HUTT	Lot 35 DP 29153	WN50A/165
2776670	UPPER HUTT	Lot 35 DP 29880	WN48C/417
2795170	UPPER HUTT	Lot 35 DP 46231	WN50A/93
2756010	UPPER HUTT	Lot 36 DP 29153	WN50A/166
2797860	UPPER HUTT	Lot 36 DP 46166	WN48C/217
2959190	UPPER HUTT	Lot 36 DP 53119	WN23A/125
2756020	UPPER HUTT	Lot 37 DP 29153	WN50A/167
6000076	UPPER HUTT	Lot 39 DP 19026	WN45C/174
2756040	UPPER HUTT	Lot 39 DP 29153	WN50A/168
2776720	UPPER HUTT	Lot 39 DP 29880	WN46B/56
2616550	UPPER HUTT	Lot 4 DP 16962	WN266/193
2718420	UPPER HUTT	Lot 4 DP 19858	WN51C/912
2596680	UPPER HUTT	Lot 4 DP 24594	WN54C/590
2696250	UPPER HUTT	Lot 4 DP 32266	WN8D/590
6000350	UPPER HUTT	Lot 4 DP 334323	140688
2958390	UPPER HUTT	Lot 4 DP 337652	154636
2787470	UPPER HUTT	Lot 4 DP 41572	WN48C/58
2957990	UPPER HUTT	Lot 4 DP 53117	WN23A/86
2718430	UPPER HUTT	Lot 4 DP 83297	WN50B/528
2718450	UPPER HUTT	Lot 4 DP 83297	WN50B/528
2719480	UPPER HUTT	Lot 4 DP 86241	WN53D/970
2175770	UPPER HUTT	Lot 4 DP 87174	WN54D/473
1184760	UPPER HUTT	Lot 4 DP 87234	WN54D/600
3904250	UPPER HUTT	Lot 4 DP 87403	WN54D/954
2756050	UPPER HUTT	Lot 40 DP 29153	WN6A/510
2776730	UPPER HUTT	Lot 40 DP 29880	WN45C/680
2776150	UPPER HUTT	Lot 40 DP 32990	WN51A/197
2688380	UPPER HUTT	Lot 41 DP 18563	WN49D/84
2520200	UPPER HUTT	Lot 411 DP 17541	WN665/2
6001208	UPPER HUTT	Lot 42 DP 21227	WN947/40
2776660	UPPER HUTT	Lot 43 DP 32990	WN51D/204
2787040	UPPER HUTT	Lot 44 DP 41572	WN46B/214
2800530	UPPER HUTT	Lot 44 DP 46167	WN46B/111
2787050	UPPER HUTT	Lot 45 DP 41571	WN48C/90
2787640	UPPER HUTT	Lot 45 DP 46167	WN48C/218

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2756110	UPPER HUTT	Lot 46 DP 29153	WN6A/509
2776790	UPPER HUTT	Lot 46 DP 32990	WN51D/205
2787080	UPPER HUTT	Lot 46 DP 41572	WN48C/71
2776770	UPPER HUTT	Lot 48 DP 32990	WN51D/206
2787070	UPPER HUTT	Lot 48 DP 41572	WN48C/70
2794060	UPPER HUTT	Lot 48 DP 46230	WN48C/222
2776760	UPPER HUTT	Lot 49 DP 32990	WN51D/207
2794070	UPPER HUTT	Lot 49 DP 46230	WN44A/967
2682290	UPPER HUTT	Lot 5 DP 26371	WN50A/110
2958380	UPPER HUTT	Lot 5 DP 337652	WN154637
2957850	UPPER HUTT	Lot 5 DP 53117	WN23A/87
2175780	UPPER HUTT	Lot 5 DP 87174	WN54D/474
1184770	UPPER HUTT	Lot 5 DP 87234	WN54D/601
2699130	UPPER HUTT	Lot 50 DP 18737	WN49B/628
2688640	UPPER HUTT	Lot 52 DP 18563	WN49D/75
2776220	UPPER HUTT	Lot 52 DP 29880	WN48C/415
2688650	UPPER HUTT	Lot 53 DP 18563	WN49D/76
2787500	UPPER HUTT	Lot 53 DP 41571	WN48C/83
2787510	UPPER HUTT	Lot 54 DP 41571	WN48C/82
2794110	UPPER HUTT	Lot 54 DP 46167	WN48C/219
2787520	UPPER HUTT	Lot 55 DP 41571	WN48C/81
2794120	UPPER HUTT	Lot 55 DP 46167	WN48C/220
2787120	UPPER HUTT	Lot 56 DP 41571	WN48C/80
2794130	UPPER HUTT	Lot 56 DP 46167	WN48C/221
2695540	UPPER HUTT	Lot 57 DP 18563	WN49D/89
2787140	UPPER HUTT	Lot 58 DP 41571	WN48C/89
2695560	UPPER HUTT	Lot 59 DP 18563	WN46C/63
2697990	UPPER HUTT	Lot 6 DP 20356	WN46B/287
2958400	UPPER HUTT	Lot 6 DP 337652	154638
2790140	UPPER HUTT	Lot 6 DP 41572	WN48C/59
1184810	UPPER HUTT	Lot 6 DP 87234	WN54D/602
2801240	UPPER HUTT	Lot 60 DP 47344	WN48C/224
2756180	UPPER HUTT	Lot 61 DP 29153	WN50A/12
2795150	UPPER HUTT	Lot 61 DP 46168	WN48C/212
2684440	UPPER HUTT	Lot 62 DP 18563	WN49D/86
2801950	UPPER HUTT	Lot 65 DP 47344	WN48C/225
2801960	UPPER HUTT	Lot 66 DP 47344	WN48C/226
2699070	UPPER HUTT	Lot 67 DP 18737	WN49B/629
2699090	UPPER HUTT	Lot 69 DP 18737	WN45C/681
2570990	UPPER HUTT	Lot 7 DP 15638	WN49B/627
2579350	UPPER HUTT	Lot 7 DP 22218	WN50A/169
2959060	UPPER HUTT	Lot 7 DP 41570	WN48C/223
2790150	UPPER HUTT	Lot 7 DP 41572	WN48C/60
2794760	UPPER HUTT	Lot 7 DP 46168	WN48C/208
2795100	UPPER HUTT	Lot 7 DP 46231	WN51D/152
4002593	UPPER HUTT	Lot 7 DP 86182	WN52C/327
1184780	UPPER HUTT	Lot 7 DP 87234	WN54D/603
4002687	UPPER HUTT	Lot 73 DP 14609	WN560/11
2801190	UPPER HUTT	Lot 73 DP 47344	WN46B/104
2776650	UPPER HUTT	Lot 74 DP 32990	WN51D/240
2783400	UPPER HUTT	Lot 74 DP 41572	WN46B/213
2797600	UPPER HUTT	Lot 74 DP 46456	WN17D/306

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2691890	UPPER HUTT	Lot 75 DP 18563	WN49D/88
2635410	UPPER HUTT	Lot 8 DP 15639	WN508/271
2700450	UPPER HUTT	Lot 8 DP 19370	WN46C/112
2794650	UPPER HUTT	Lot 8 DP 46168	WN48C/209
2795110	UPPER HUTT	Lot 8 DP 46231	WN51D/153
1184830	UPPER HUTT	Lot 8 DP 87234	WN54D/604
2691950	UPPER HUTT	Lot 80 DP 18563	WN49D/90
2691960	UPPER HUTT	Lot 81 DP 18563	WN49D/91
2782500	UPPER HUTT	Lot 81 DP 41574	WN48C/197
2691970	UPPER HUTT	Lot 82 DP 18563	WN49D/92
2782520	UPPER HUTT	Lot 83 DP 41574	WN48C/199
2782530	UPPER HUTT	Lot 84 DP 41574	WN46B/210
2782540	UPPER HUTT	Lot 85 DP 41574	WN48C/201
2782560	UPPER HUTT	Lot 87 DP 41574	WN48C/202
2699890	UPPER HUTT	Lot 88 DP 18737	WN46B/207
2782580	UPPER HUTT	Lot 89 DP 41574	WN45C/265
2783470	UPPER HUTT	Lot 90 DP 41572	WN48C/64
2699920	UPPER HUTT	Lot 91 DP 18737	WN50C/311
2783480	UPPER HUTT	Lot 91 DP 41572	WN48C/65
2596700	UPPER HUTT	Lot 91 DP 8409	WN46B/408
2699940	UPPER HUTT	Lot 92 DP 18737	WN50C/312
2783490	UPPER HUTT	Lot 92 DP 41572	WN48C/66
2699930	UPPER HUTT	Lot 93 DP 18737	WN46C/152
2783500	UPPER HUTT	Lot 93 DP 41572	WN48C/67
2783510	UPPER HUTT	Lot 94 DP 41572	WN48C/68
2783420	UPPER HUTT	Lot 95 DP 41572	WN48C/69
2783430	UPPER HUTT	Lot 96 DP 41572	WN48C/61
2783440	UPPER HUTT	Lot 97 DP 41572	WN48C/62
2783450	UPPER HUTT	Lot 98 DP 41572	WN48C/63
2783460	UPPER HUTT	Lot 99 DP 41572	WN45C/949
2800750	UPPER HUTT	Part Lot 1 DP 46362	WN46C/943
2700090	UPPER HUTT	Part Lot 101 DP 18737	WN46B/206
2700110	UPPER HUTT	Part Lot 103 DP 18737	WN50C/303
2955630	UPPER HUTT	Part Lot 67 DP 1495	WN47D/63
2700040	UPPER HUTT	Part Lot 96 DP 18737	WN50C/306
2700060	UPPER HUTT	Part Lot 98 DP 18737	WN50C/305
2700070	UPPER HUTT	Part Lot 99 DP 18737	WN50C/304
2563260	WELLINGTON	Lot 1 DP 16784	WN49B/977
2560090	WELLINGTON	Lot 1 DP 16980	WN51A/532
2574150	WELLINGTON	Lot 1 DP 19140	WN46B/478
2579560	WELLINGTON	Lot 1 DP 20205	WN47D/120
2643990	WELLINGTON	Lot 1 DP 21819	WN840/7
2570290	WELLINGTON	Lot 1 DP 22202	WN50A/748
4002323	WELLINGTON	Lot 1 DP 24388	WN52D/235
2629710	WELLINGTON	Lot 1 DP 24838	WN44A/970
2653170	WELLINGTON	Lot 1 DP 26505	WND2/651
2713500	WELLINGTON	Lot 1 DP 27083	WN47D/918
2567000	WELLINGTON	Lot 1 DP 27488	WNE2/1008
2570010	WELLINGTON	Lot 1 DP 303300	13104
2570210	WELLINGTON	Lot 1 DP 322974	91985
2804970	WELLINGTON	Lot 1 DP 40772	WN12B/691
2779830	WELLINGTON	Lot 1 DP 42223	WN47D/41

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2797080	WELLINGTON	Lot 1 DP 48694	WN22A/362
4002474	WELLINGTON	Lot 1 DP 51086	WN20C/575
2611090	WELLINGTON	Lot 1 DP 53546	WN50A/923
2737820	WELLINGTON	Lot 1 DP 55870	WN46B/798
2570090	WELLINGTON	Lot 1 DP 57963	WN46B/949
2569830	WELLINGTON	Lot 1 DP 58503	WN46B/950
4000201	WELLINGTON	Lot 1 DP 60662, Lot 8 DP 72835	WN40D/355
2611340	WELLINGTON	Lot 1 DP 67797	WN37C/948
2574700	WELLINGTON	Lot 1 DP 70268	WN57D/520
3933810	WELLINGTON	Lot 1 DP 73324	WN47D/534
2569520	WELLINGTON	Lot 1 DP 76013	WN42D/103
2737900	WELLINGTON	Lot 1 DP 82946	WN49C/507
2642090	WELLINGTON	Lot 1 DP 83111	WN49C/997
2804860	WELLINGTON	Lot 1 DP 83183	WN50B/237
2570370	WELLINGTON	Lot 1 DP 83307	WN50B/545
2740580	WELLINGTON	Lot 1 DP 84220	WN51B/899
2802570	WELLINGTON	Lot 1 DP 84310	WN52A/133
2783150	WELLINGTON	Lot 1 DP 84311	WN52A/137
2557120	WELLINGTON	Lot 1 DP 84534	WN52A/708
2194560	WELLINGTON	Lot 1 DP 84711	WN52B/285
2567640	WELLINGTON	Lot 1 DP 84788	WN52B/449
2563340	WELLINGTON	Lot 1 DP 84919	WN52B/833
2725600	WELLINGTON	Lot 1 DP 85550	WN53B/659
2322990	WELLINGTON	Lot 1 DP 85822	WN52C/261
2737430	WELLINGTON	Lot 1 DP 86239	WN53D/963
2116300	WELLINGTON	Lot 1 DP 86376	WN54A/581
2627980	WELLINGTON	Lot 1 DP 86409	WN54A/616
2713280	WELLINGTON	Lot 1 DP 86416	WN54A/631
2574860	WELLINGTON	Lot 1 DP 86484	WN52C/425
2585590	WELLINGTON	Lot 1 DP 86591	WN54A/997
2748480	WELLINGTON	Lot 1 DP 87258	WN54D/648
1946010	WELLINGTON	Lot 1 DP 87321	WN54D/761
2717540	WELLINGTON	Lot 1 DP 87380	WN54D/907
2570420	WELLINGTON	Lot 1 DP 87417	WN55A/68
2725620	WELLINGTON	Lot 1 DP 87562	WN55B/134
2737400	WELLINGTON	Lot 1 DP 87967	WN55C/484
2646050	WELLINGTON	Lot 1 DP 89121	WN56C/656
2804910	WELLINGTON	Lot 1 DP 89122	WN56C/658
2569810	WELLINGTON	Lot 1 DP 89327	WN57A/118
2622360	WELLINGTON	Lot 1 DP 89415	WN57A/300
2628170	WELLINGTON	Lot 1 DP 89416	WN57A/302
2723710	WELLINGTON	Lot 1 DP 89426	WN57A/331
2573340	WELLINGTON	Lot 1 DP 89483	WN57A/426
2570020	WELLINGTON	Lot 1 DP 89686	WN57A/803
2584580	WELLINGTON	Lot 1 DP 89704	WN57A/838
1778880	WELLINGTON	Lot 1 DP 89905	WN57D/4
2579620	WELLINGTON	Lot 1 DP 89969	WN57C/350
2804460	WELLINGTON	Lot 1 DP 90087	WN57C/600
2579410	WELLINGTON	Lot 1 DP 90221	WN57C/959
2556990	WELLINGTON	Lot 1 DP 90376	WN58A/350
2570500	WELLINGTON	Lot 1 DP 90542	WN58A/822

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2569960	WELLINGTON	Lot 1 DP 90700	WN58C/240
2797360	WELLINGTON	Lot 1 DP 91338	WN59A/874
2732260	WELLINGTON	Lot 10 DP 22862	WN51C/879
3947460	WELLINGTON	Lot 10 DP 31623	WN8C/715
2723800	WELLINGTON	Lot 10 DP 89426	WN57A/340
2740490	WELLINGTON	Lot 100 DP 24343	WN50A/559
2740420	WELLINGTON	Lot 103 DP 24343	WN50A/560
2639860	WELLINGTON	Lot 106 DP 16190	WN46C/334
2741600	WELLINGTON	Lot 106 DP 24343	WN50A/561
2741590	WELLINGTON	Lot 107 DP 24343	WN50A/562
2560120	WELLINGTON	Lot 11 DP 15559	WN51A/533
2584560	WELLINGTON	Lot 11 DP 19216	WN46B/347
2736540	WELLINGTON	Lot 11 DP 22862	WN46B/337
2797220	WELLINGTON	Lot 11 DP 48695	WN22A/373
2717380	WELLINGTON	Lot 11 DP 89426	WN57A/341
2740460	WELLINGTON	Lot 110 DP 24343	WN46B/257
2740390	WELLINGTON	Lot 113 DP 24343	WN50A/572
2740380	WELLINGTON	Lot 114 DP 24343	WN50A/573
2633760	WELLINGTON	Lot 117 DP 16190, Part Lot 115 DP 16190	WN48C/123
2713800	WELLINGTON	Lot 117 DP 21796	WN50C/608
2713810	WELLINGTON	Lot 118 DP 21796	WN50C/609
2740920	WELLINGTON	Lot 118 DP 24343	WN50A/576
2633780	WELLINGTON	Lot 119 DP 16190	WN48C/122
2740630	WELLINGTON	Lot 119 DP 24343	WN50A/577
2574790	WELLINGTON	Lot 12 Block IV DP 2646	WN51A/378
2574750	WELLINGTON	Lot 12 DP 16968	WN48C/927
2800150	WELLINGTON	Lot 12 DP 46606	WN18A/1079
2717390	WELLINGTON	Lot 12 DP 89426	WN57A/342
2738590	WELLINGTON	Lot 126 DP 23912	WN46B/886
2579550	WELLINGTON	Lot 13 DP 16298	WN48C/956
2716800	WELLINGTON	Lot 13 DP 21796	WN50A/422
2736560	WELLINGTON	Lot 13 DP 22862	WN51C/880
2561060	WELLINGTON	Lot 140 DP 16190	WNA3/1206
2738790	WELLINGTON	Lot 147 DP 23912	WN45C/913
2738780	WELLINGTON	Lot 148 DP 23912	WN50C/967
2657840	WELLINGTON	Lot 15 DP 17100	WN50C/992
2738750	WELLINGTON	Lot 152 DP 23912	WN50C/968
2567670	WELLINGTON	Lot 16 DP 15374	WN45C/952
2800940	WELLINGTON	Lot 16 DP 48181	WN18C/1266
2797280	WELLINGTON	Lot 16 DP 48693	WN22A/360
2782420	WELLINGTON	Lot 163 DP 41185	WN46B/954
2782440	WELLINGTON	Lot 165 DP 41185	WN46B/955
2782450	WELLINGTON	Lot 166 DP 41185	WN46B/40
2569600	WELLINGTON	Lot 17 DP 19741	WN51C/448
2708370	WELLINGTON	Lot 17 DP 20177	WN45C/866
2559460	WELLINGTON	Lot 18 DP 15492	WN46B/89
2574910	WELLINGTON	Lot 18 DP 16968	WN48C/401
2708380	WELLINGTON	Lot 18 DP 20177	WN45C/865
2732280	WELLINGTON	Lot 19 DP 22862	WN51C/883
2789760	WELLINGTON	Lot 19 DP 43725	WN50C/579
2569970	WELLINGTON	Lot 2 DP 17667	WN49B/423

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2660750	WELLINGTON	Lot 2 DP 20159	WN41A/776
2579570	WELLINGTON	Lot 2 DP 20205	WN47D/119
2628610	WELLINGTON	Lot 2 DP 24167	WN48C/618
2651090	WELLINGTON	Lot 2 DP 31270	WN7D/952
2556960	WELLINGTON	Lot 2 DP 33484	WN54C/52
2781610	WELLINGTON	Lot 2 DP 34221	WN48C/805
2779840	WELLINGTON	Lot 2 DP 42223	WN45C/964
2797090	WELLINGTON	Lot 2 DP 48694	WN22A/363
2800950	WELLINGTON	Lot 2 DP 52624	WN46B/948
2738530	WELLINGTON	Lot 2 DP 53189	WN47D/929
2737830	WELLINGTON	Lot 2 DP 55870	WN47D/932
2775990	WELLINGTON	Lot 2 DP 56553	WN47D/930
2806000	WELLINGTON	Lot 2 DP 60821	WN30B/252
2581630	WELLINGTON	Lot 2 DP 73922	WN49B/983
2737890	WELLINGTON	Lot 2 DP 82946	WN49C/508
2570380	WELLINGTON	Lot 2 DP 83307	WN50B/546
2740570	WELLINGTON	Lot 2 DP 84220	WN51B/900
2713240	WELLINGTON	Lot 2 DP 84229	WN51B/917
2802580	WELLINGTON	Lot 2 DP 84310	WN52A/134
2783160	WELLINGTON	Lot 2 DP 84311	WN52A/138
2212940	WELLINGTON	Lot 2 DP 84711	WN52B/286
2567650	WELLINGTON	Lot 2 DP 84788	WN52B/450
2563330	WELLINGTON	Lot 2 DP 84919	WN52B/834
2563550	WELLINGTON	Lot 2 DP 85309	WN53A/970
2725610	WELLINGTON	Lot 2 DP 85550	WN53B/660
2750580	WELLINGTON	Lot 2 DP 85943	WN53C/887
2737420	WELLINGTON	Lot 2 DP 86239	WN53D/964
2738510	WELLINGTON	Lot 2 DP 86240	WN53D/966
2627990	WELLINGTON	Lot 2 DP 86409	WN54A/617
2713290	WELLINGTON	Lot 2 DP 86416	WN54A/632
2805830	WELLINGTON	Lot 2 DP 86484	WN52C/426
2585580	WELLINGTON	Lot 2 DP 86591	WN54A/998
2748490	WELLINGTON	Lot 2 DP 87258	WN54D/649
2717550	WELLINGTON	Lot 2 DP 87380	WN54D/908
2725630	WELLINGTON	Lot 2 DP 87562	WN55B/135
2738640	WELLINGTON	Lot 2 DP 87834	WN55C/157
2737410	WELLINGTON	Lot 2 DP 87967	WN55C/485
2712260	WELLINGTON	Lot 2 DP 88458	WN55D/661
2804900	WELLINGTON	Lot 2 DP 89122	WN56C/659
2569800	WELLINGTON	Lot 2 DP 89327	WN57A/119
2622370	WELLINGTON	Lot 2 DP 89415	WN57A/301
2628180	WELLINGTON	Lot 2 DP 89416	WN57A/303
2723720	WELLINGTON	Lot 2 DP 89426	WN57A/332
2573330	WELLINGTON	Lot 2 DP 89483	WN57A/427
2584590	WELLINGTON	Lot 2 DP 89704	WN57A/839
2579610	WELLINGTON	Lot 2 DP 89969	WN57C/351
2804450	WELLINGTON	Lot 2 DP 90087	WN57C/601
2579420	WELLINGTON	Lot 2 DP 90221	WN57C/960
1705280	WELLINGTON	Lot 2 DP 90376	WN58A/351
2570490	WELLINGTON	Lot 2 DP 90542	WN58A/823
2569950	WELLINGTON	Lot 2 DP 90700	WN58C/241
2797350	WELLINGTON	Lot 2 DP 91338	WN59A/875

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2789770	WELLINGTON	Lot 20 DP 43725	WN50C/580
2732300	WELLINGTON	Lot 21 DP 22862	WN46B/336
2636020	WELLINGTON	Lot 22 DP 15451	WN49B/692
2789790	WELLINGTON	Lot 22 DP 43725	WN50C/581
2636010	WELLINGTON	Lot 23 DP 15451	WN49B/693
2732320	WELLINGTON	Lot 23 DP 22862	WN51A/103
2797340	WELLINGTON	Lot 23 DP 48695	WN22A/377
2636000	WELLINGTON	Lot 24 DP 15451	WN48C/527
2733230	WELLINGTON	Lot 24 DP 22862	WN46B/335
2789810	WELLINGTON	Lot 24 DP 43725	WN50C/582
2789820	WELLINGTON	Lot 25 DP 43725	WN50C/583
2629410	WELLINGTON	Lot 26 DP 18689	WN45C/954
2797510	WELLINGTON	Lot 26 DP 46532	WN18A/1143
4002745	WELLINGTON	Lot 267 DP 10265	WND3/866
2797520	WELLINGTON	Lot 27 DP 46532	WN18A/1144
2640820	WELLINGTON	Lot 28 DP 15451	WN49B/694
2725590	WELLINGTON	Lot 28 DP 21093	WN50C/854
2797530	WELLINGTON	Lot 28 DP 46532	WN18A/1145
2569650	WELLINGTON	Lot 29 DP 19741	WN51A/484
2749660	WELLINGTON	Lot 29 DP 26513	WN51D/160
2775220	WELLINGTON	Lot 3 DP 17928	WN45C/960
2610490	WELLINGTON	Lot 3 DP 19268	WN45C/720
2779850	WELLINGTON	Lot 3 DP 42223	WN47D/42
2802590	WELLINGTON	Lot 3 DP 84310	WN52A/135
2713300	WELLINGTON	Lot 3 DP 86416	WN54A/633
1946040	WELLINGTON	Lot 3 DP 87321	WN54D/763
2717560	WELLINGTON	Lot 3 DP 87380	WN54D/909
2738630	WELLINGTON	Lot 3 DP 87834	WN55C/158
2804890	WELLINGTON	Lot 3 DP 89122	WN56C/660
2723730	WELLINGTON	Lot 3 DP 89426	WN57A/333
2570000	WELLINGTON	Lot 3 DP 89686	WN57A/805
2323690	WELLINGTON	Lot 3 DP 89905	WN57D/6
2804440	WELLINGTON	Lot 3 DP 90087	WN57C/602
1705290	WELLINGTON	Lot 3 DP 90376	WN58A/352
2611070	WELLINGTON	Lot 30 DP 18689	WN45C/955
2805960	WELLINGTON	Lot 32 DP 28769	WN5A/1387
2789840	WELLINGTON	Lot 32 DP 43743	WN50C/584
2737920	WELLINGTON	Lot 33 DP 23912	WN50A/436
2796860	WELLINGTON	Lot 33 DP 46532	WN18A/1150
2804540	WELLINGTON	Lot 33 DP 48183	WN19B/1096
2796870	WELLINGTON	Lot 34 DP 46532	WN18A/1151
2804510	WELLINGTON	Lot 34 DP 48183	WN19B/1097
2796880	WELLINGTON	Lot 35 DP 46531	WN18A/1124
2804520	WELLINGTON	Lot 35 DP 48183	WN19B/1098
2709100	WELLINGTON	Lot 36 DP 20823	WN49D/137
2789880	WELLINGTON	Lot 36 DP 43743	WN50C/586
2789700	WELLINGTON	Lot 37 DP 43743	WN50C/587
2634220	WELLINGTON	Lot 39 DP 19268	WN46C/338
2711310	WELLINGTON	Lot 39 DP 21093	WN50C/861
2802720	WELLINGTON	Lot 39 DP 23779	WNB2/573
2622020	WELLINGTON	Lot 4 DP 16968	WN45C/953
2602380	WELLINGTON	Lot 4 DP 19216	WN49B/984

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
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4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2610500	WELLINGTON	Lot 4 DP 19268	WN45C/788
2611020	WELLINGTON	Lot 4 DP 24839	WNB2/539
2573360	WELLINGTON	Lot 4 DP 35310	WN20B/573
2805410	WELLINGTON	Lot 4 DP 46606	WN18A/1072
2713220	WELLINGTON	Lot 4 DP 84229	WN51B/919
2554790	WELLINGTON	Lot 4 DP 84310	WN52A/136
2713310	WELLINGTON	Lot 4 DP 86416	WN54A/634
2585570	WELLINGTON	Lot 4 DP 86591	WN54A/1000
2717570	WELLINGTON	Lot 4 DP 87380	WN54D/910
2804880	WELLINGTON	Lot 4 DP 89122	WN56C/661
2723740	WELLINGTON	Lot 4 DP 89426	WN57A/334
2569990	WELLINGTON	Lot 4 DP 89686	WN57A/806
2804430	WELLINGTON	Lot 4 DP 90087	WN57C/603
1705300	WELLINGTON	Lot 4 DP 90376	WN58A/353
2711320	WELLINGTON	Lot 40 DP 21093	WN50C/862
2795010	WELLINGTON	Lot 40 DP 42888	WN14D/442
2628550	WELLINGTON	Lot 41 DP 15451	WN840/4
2795020	WELLINGTON	Lot 41 DP 42888	WN14D/443
2803670	WELLINGTON	Lot 41 DP 48183	WN19B/1100
2738710	WELLINGTON	Lot 43 DP 23912	WN50A/197
2805940	WELLINGTON	Lot 43 DP 29289	WN5D/1043
2738720	WELLINGTON	Lot 44 DP 23912	WN50C/965
2789890	WELLINGTON	Lot 44 DP 43780	WN46B/35
2738680	WELLINGTON	Lot 46 DP 23912	WN50C/966
2789900	WELLINGTON	Lot 49 DP 43780	WN50C/718
2797550	WELLINGTON	Lot 49 DP 46532	WN18A/1157
2668770	WELLINGTON	Lot 5 DP 15451	WN45C/596
2627950	WELLINGTON	Lot 5 DP 418305	470197
2779800	WELLINGTON	Lot 5 DP 42223	WN47D/44
2804850	WELLINGTON	Lot 5 DP 89122	WN56C/662
1705320	WELLINGTON	Lot 5 DP 90376	WN58A/354
2789910	WELLINGTON	Lot 50 DP 43780	WN50C/719
2802750	WELLINGTON	Lot 50 DP 48182	WN19B/1090
2643900	WELLINGTON	Lot 52 DP 15451	WN45C/598
4000061	WELLINGTON	Lot 55 Block II DP 13989	WN547/175
2570360	WELLINGTON	Lot 55 DP 16298	WN45C/329
2805300	WELLINGTON	Lot 55 DP 20830	WN953/19
2737880	WELLINGTON	Lot 56 DP 23912	WN50A/443
2710220	WELLINGTON	Lot 58 DP 20176	WN829/75
2804490	WELLINGTON	Lot 59 DP 48181	WN18C/1280
2557000	WELLINGTON	Lot 6 DP 20414	WN48C/798
2775190	WELLINGTON	Lot 6 DP 28194	WN47D/196
2627940	WELLINGTON	Lot 6 DP 418305	470198
2804840	WELLINGTON	Lot 6 DP 89122	WN56C/663
2723760	WELLINGTON	Lot 6 DP 89426	WN57A/336
1705340	WELLINGTON	Lot 6 DP 90376	WN58A/355
2804500	WELLINGTON	Lot 60 DP 48181	WN18C/1281
2749670	WELLINGTON	Lot 65 DP 24401	WN46B/30
2749680	WELLINGTON	Lot 66 DP 24401	WN50C/709
2749690	WELLINGTON	Lot 67 DP 24401	WN46B/33
2560070	WELLINGTON	Lot 7 DP 15559	WN46C/551
2805910	WELLINGTON	Lot 7 DP 27199	WNE1/1349

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
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4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency		Housing New Zealand Corporation	
Property Identifier	Location	Legal Description	Title Reference
		All Wellington Land District	
2571470	WELLINGTON	Lot 7 DP 27420	WN48C/809
2779820	WELLINGTON	Lot 7 DP 42223	WN47D/46
2797160	WELLINGTON	Lot 7 DP 48694	WN22A/368
2804830	WELLINGTON	Lot 7 DP 89122	WN56C/664
2723770	WELLINGTON	Lot 7 DP 89426	WN57A/337
1705350	WELLINGTON	Lot 7 DP 90376	WN58A/356
2750640	WELLINGTON	Lot 71 DP 24401	WN50C/710
2713270	WELLINGTON	Lot 75 DP 21796	WN50A/425
2749510	WELLINGTON	Lot 75 DP 24401	WN50C/711
2660120	WELLINGTON	Lot 76 DP 15914	WN48C/952
2805780	WELLINGTON	Lot 76 DP 15914	WN48C/952
2749520	WELLINGTON	Lot 76 DP 24401	WN46B/32
2629610	WELLINGTON	Lot 77 DP 19268	WN50A/457
2712280	WELLINGTON	Lot 77 DP 21796	WN50A/426
2749530	WELLINGTON	Lot 77 DP 24401	WN50C/712
2710260	WELLINGTON	Lot 78 DP 20176	WN47D/917
2569500	WELLINGTON	Lot 79 DP 16494	WN46C/339
2741610	WELLINGTON	Lot 79 DP 24401	WN50C/713
2777800	WELLINGTON	Lot 8 DP 28194	WN45C/786
2800190	WELLINGTON	Lot 8 DP 46606	WN18A/1075
2797170	WELLINGTON	Lot 8 DP 48694	WN22A/369
2804820	WELLINGTON	Lot 8 DP 89122	WN56C/665
2723780	WELLINGTON	Lot 8 DP 89426	WN57A/338
1705260	WELLINGTON	Lot 8 DP 90376	WN58A/357
2741640	WELLINGTON	Lot 82 DP 24401	WN50C/714
2779170	WELLINGTON	Lot 85 DP 43780	WN44A/976
2743050	WELLINGTON	Lot 87 DP 24401	WN50C/715
2802840	WELLINGTON	Lot 87 DP 48183	WN19B/1104
2743070	WELLINGTON	Lot 89 DP 24401	WN46B/31
2668810	WELLINGTON	Lot 9 DP 15451	WN46C/290
2800200	WELLINGTON	Lot 9 DP 46606	WN18A/1076
2723790	WELLINGTON	Lot 9 DP 89426	WN57A/339
2557070	WELLINGTON	Lot 9 DP 90376	WN58A/358
2743080	WELLINGTON	Lot 90 DP 24401	WN50C/717
2646110	WELLINGTON	Lot 93 DP 15914	WN48C/951
2571390	WELLINGTON	Lots 133 and 136 DP 16190	WN56A/871
1946020	WELLINGTON	Lots 2 and 4 DP 87321	WN54D/762
2323030	WELLINGTON	Lots 3 and 6 DP 85822 ¼ Share of Lot 9 DP 85822	WN52C/263
2323050	WELLINGTON	Lots 4 and 7 DP 85822 ¼ Share of Lot 9 DP 85822	WN52C/264
2323060	WELLINGTON	Lots 5 and 8 DP 85822 ¼ Share of Lot 9 DP 85822	WN52C/265

This list is current at the date of writing, and is subject to change

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4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Table 5

Land Holding Agency	Crown land administered by Housing New Zealand Corporation under the Housing Act 1955	
Property Name	Address	Legal Description - All Wellington Land District
<p>The land listed in this table is currently being offered back to its original owners under section 40 of the Public Works Act 1981. An RFR will be offered over this land in the event that the original owners do not accept the offer under section 40 to purchase the land.</p>		
Takapuwahia		<p>0.6905 hectares, more or less, being Lot 3 DP 29725. All Computer Freehold Register 134014.</p> <p>4.6038 hectares, more or less, being Part Popoteruru Block. All Computer Freehold Register 134015.</p> <p>4.3833 hectares, more or less, being Takapuwahia B1. All Computer Freehold Register 134016.</p> <p>4.7226 hectares, more or less, being Part Takapuwahia B3. All Computer Freehold Register 134017.</p> <p>6.4092 hectares, more or less, being Takapuwahia B2. All Computer Freehold Register 134018.</p> <p>12.3521 hectares, more or less, being Part Takapuwahia C2B. All Computer Freehold Register 134019.</p> <p>1.9842 hectares, more or less being Part Takapuwahia C2A2 and C2A3. All Computer Freehold Register 134021.</p> <p>3.1745 hectares, more or less, being Lot 1 DP 337101. All Computer Freehold Register 151834.</p>

Table 6

Land Holding Agency	New Zealand Transport Agency	
Property Name	Address	Legal Description - All Wellington Land District
260039	25 Annabell Grove Lower Hutt	0.4546 hectares, more or less, being Section 1 SO 36382. All Transfer B804994.2
260051	Between Benmore Crescent and SH2 Lower Hutt	1.4160 hectares, approximately, being Part Lots 2 and 3 DP 5786 and Part Section 179 Hutt District. Part Gazette Notice B130217.1. Subject to survey.
260052	East of Benmore Crescent, Lower Hutt	17.1100 hectares, more or less, being Section 1 SO 36533. All Computer Freehold Register WN41D/467
260590	525 State Highway 1	0.7346 hectares, more or less, being Section 102 Block II Paekakariki SD. All Computer Freehold Register WN27D/932.

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
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4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency	New Zealand Transport Agency	
Property Name	Address	Legal Description - All Wellington Land District
	Paekakariki	21.8899 hectares, more or less, being Part Lot 4 DP 714. All Computer Freehold Register WN 27B/863.
260256	McDougall Grove Lower Hutt	1.8229 hectares, more or less, being Section 4 SO 36533. All Gazette Notice B736967.2.
260465	27-53 Western Hutt Road Lower Hutt	0.7584 hectares, more or less, being Lots 6, 7, 8, 9 and 10 DP 10134, Section 546 Hutt District and Drainage Reserve. All Computer Freehold Register WN41B/358. 0.1922 hectares, approximately, being Lots 9 and 14 and Part Lot 18 DP 1454. Part Gazette Notice 363923.1. Subject to survey. 0.2494 hectares, more or less, being Part Lot 1 DP 72732. All Computer Freehold Register 121203.
260470	Western Hutt Road Upper Hutt	9.2723 hectares, approximately, being Part Lot 1 DP 25988. Balance Gazette Notice 803778. Subject to survey.
260549	Railway Carpark Western Hutt Road Lower Hutt	0.4505 hectares, more or less, being Lot 1 DP 77141. All Computer Freehold Register WN45B/634.
260551	411-413 Hutt Road Lower Hutt	0.0903 hectares, more or less, being Part Subdivision 14 Section 16 Hutt District. All Computer Freehold Register WN302/40. 0.0158 hectares, more or less, being Section 1 SO 20992. All Computer Freehold Register WN32B/694
260576	SH2 Petone Foreshore Lower Hutt	0.3237 hectares, more or less, being Sections 4, 5 and 6 SO 24491. All Gazette Notice 712711.1.
260533	Mackays Overbridge	1.1803 hectares, more or less, being Section 4 SO 404046 and Section 18 SO 427118. All Computer Interest Register 545533.
260565	370 SH1	9.4080 hectares, more or less, being Lot 10 DP 70122. All Computer Freehold Register WN38A/633.
260108	Drivers Crescent, Omapere St	6.7978 hectares, more or less, being Lot 4 DP 53735. 2.5088 hectares, more or less, being Lot 2 DP 53736. 2.6011 hectares, more or less, being Lot 2 DP 45804. 1.9326 hectares, more or less, being Lot 1 DP 35097.

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4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency	New Zealand Transport Agency	
Property Name	Address	Legal Description - All Wellington Land District
		<p>0.4195 hectares, more or less, being Part Lot 3 DP 2544 marked "A" on SO 32832.</p> <p>0.8104 hectares, more or less, being Part Closed Road marked "B" on SO 32832.</p> <p>3.2143 hectares, more or less, being Part Lots 1, 2 and 3 DP 2544 and Part Section 26 Takapau District marked "C" on SO 32832.</p> <p>3.0023 hectares, more or less, being Part Sections 24 and 26 Takapau District.</p> <p>All Gazette Notice 733375.1</p>
260147	Flighty's Rd, Pauatahanui	7.2440 hectares, more or less, being, Lot 1 DP 83730. All Computer Freehold Register WN50D/616.
260149	Flighty's Rd, Pauatahanui	7.0112 hectares, approximately, being Part Lots 3 and 4 DP 83730. All GN B729415.1. Subject to survey.
260150	Flighty's Rd, Pauatahanui	<p>2.1610 hectares, more or less, being Section 1 SO 319591. All Computer Freehold Register 138232.</p> <p>0.7684 hectares, more or less, being Section 2 SO 319591. All Computer Freehold Register 118384.</p> <p>0.4177 hectares, more or less, being Section 3 SO 319591. All Computer Freehold Register 118383.</p>
260243	Adj 42 Mana View Road	0.2125 hectares, more or less, being Lot 62 DP 20107. All Computer Freehold Register 504280.
260252	Muri Road	3.3331 hectares, approximately, being Part Pukerua 3C1C and 3C1D. Balance GN. 884036A.1. Subject to survey.
260253	84 & 86 Muri Road	<p>0.0146 hectares, approximately, being Part Lot 19 DP 5712. All Gazette Notice 209635.1. Subject to survey.</p> <p>0.0182 hectares, approximately, being Part Lot 20 DP 5712. All GN. B026407.1. Subject to survey.</p>
260255	91A Mana Esplanade	0.0639 hectares, more or less, being Lot 1 DP 80428. All Computer Freehold Register WN47A/491.
260279	1 Onepu Road	0.2254 hectares, approximately, being Part Lot 4 DP 6787. All GN. B772896.1. Subject to survey.
260281	2 Onepu Road	0.0708 hectares, more or less, being Section 10 Block V Paekakariki Survey District, Part Lot 3 DP 6787 and Lot 1 DP 27155. All Computer Freehold Register WN6C/516.

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
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4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency	New Zealand Transport Agency	
Property Name	Address	Legal Description - All Wellington Land District
260282	3 Onepu Road	0.0723 hectares, approximately, being Part Lot 2 DP 6787 and Section 9 Block V Paekakariki Survey District. All GN. B838576.1 Subject to survey.
260283	4 Onepu Road	0.0538 hectares, approximately, being Part Lot 1 DP 6787 and Section 8 Block V Paekakariki SD. All GN. 757966. Subject to survey.
260284	5 Onepu Road	0.0645 hectares, approximately, being Part Lot 14 DP 5508. All GN. 624894.1 Subject to survey.
260285	6 Onepu Road	0.0577 hectares, more or less, being Section 1 Block V Paekakariki Survey District. Part GN. 849897.
260286	7-8 Onepu Road	0.1969 hectares, approximately, being Sections 5 and 6 Block V Paekakariki Survey District and Part Lots 11 and 12 DP 5508. Balance Gazette Notice 849897. Subject to survey.
260297	436C Paekakariki Hill Road	5.3320 hectares, more or less, being Lot 3 DP 88589. All Computer Freehold Register WN56B/233. 3.3840 hectares, more or less, being Lot 6 DP 88589. All Computer Freehold Register WN56B/234.
260300	Main North Road, opposite rail station Paekakariki	3.7628 hectares, approximately, being Part Section 46 Wainui District. All GN. K25892. Subject to survey.
260302	State Highway 1, Paekakariki	6.5840 hectares, more or less, being Lot 7 DP 70122. All Computer Freehold Register WN38A/630.
260304	Paremata Roundabout State Highway 1	0.2095 hectares, more or less being Stopped Road as shown G on SO 36733. Part GN. B293646.1.
260338	State Highway 1 Mungavin Interchange	0.4679 hectares, approximately being Part Sections 1, 2 and 3 SO 23867. Part Proclamation 479440. Subject to survey. 0.7339 hectares, approximately, being Part Sections 61 and 108 Porirua District and Part Closed Road as shown E on SO 37603 and Part Lot 1 DP 31204. All Gazette Notice B603443.1. Subject to survey.

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
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4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency	New Zealand Transport Agency	
Property Name	Address	Legal Description - All Wellington Land District
		<p>0.0003 hectares, approximately, being Part Section 62 Porirua District. All Gazette 2001 page 185. Subject to survey.</p> <p>0.0558 hectares, more or less, being Part Lots 1 and 2 DP 1900. Balance Computer Freehold Register WN165/160.</p> <p>0.0005 hectares, approximately, being Part Lot 3 DP 1900. Balance Proclamation 5198. Subject to survey.</p>
		<p>0.2415 hectares, approximately, being Part Section 60 Porirua District. Part Deeds Index 4/25. Subject to survey.</p> <p>0.9888 hectares, more or less, being Lots 1, 2 and 3 and Part Lots 4, 5 and 6 DP 12953 and Part Section 61 Porirua District. Balance Computer Freehold Register WN774/95.</p>
260350	State Highway 58, Pauatahanui	7.0381 hectares, approximately, being Part Lot 1 DP 51325 and Part Section 64 Pauatahanui District. All GN. B707828.3. Subject to survey.
260380	85 St Andrews Road	0.0591 hectares, more or less, being Part Lot 44 DP 729. Balance Computer Freehold Register WN144/86.
260386	87 St Andrews Road	0.0633 hectares, more or less, being Part Lot 43 DP 729. Balance Computer Freehold Register WN209/274.
260416	Land rear 6-8 Toenga Road	0.0258 hectares, more or less, being Lot 4 DP 7262. Balance Gazette Notice 844871. Subject to survey.
260417	2 Toenga Road	0.2378 hectares, more or less, being Lot 2 DP5508 and Lot 3 DP 8345. All GN. 646506.1.
260462	9 Weku Road	0.1386 hectares, more or less, being Lot 2 DP 14198. All GN. B018177.1.
260463	10 Weku Road	0.1290 hectares, approximately, being Part Lot 2 DP 8345. All GN. 646506.1. Subject to survey.
260512	75 St Andrews Road	<p>0.0334 hectares, more or less, being Part Lot 49 D P 729. Balance Computer Freehold Register WN156/136.</p> <p>0.0094 hectares, more or less, being Section 18 Block VIII Paekakariki SD. All Computer Freehold Register WN498/277.</p>

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4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency	New Zealand Transport Agency	
Property Name	Address	Legal Description - All Wellington Land District
260514	247 Flighty's Road	11.5093 hectares, more or less, being Section 1 SO 314239. All Computer Interest Register 102713.
260516	91 St Andrews Road	0.0932 hectares, more or less, being Part Lot 41 DP 729. Balance Computer Freehold Register WN82/31.
260557	7 Tunapo Road	0.0650 hectares, more or less, being Sections 1 and 2 Block III Paekakariki Survey District. All Computer Freehold Register WN493/46. 0.0871 hectares, more or less, being Sections 3 and 4 Block III Paekakariki Survey District. All Computer Freehold Register WN496/60.
260559	11 Tunapo Road	0.1957 hectares, more or less, being Sections 7, 8 and 9 Block III Paekakariki Survey District and Lots 10, 11 and 12 DP 1977. All Computer Freehold Register WN28D/564.
260561	850c Paekakariki Hill Rd, Transmission Gully	4.2900 hectares, more or less, being Section 1 SO 402089. All Computer Freehold Register 439219.
260573	548 Paekakariki Hill Road	5.1640 hectares, more or less, being Lot 1 DP 87055. All Computer Freehold Register WN54D/112. 5.3785 hectares, more or less, being Lot 2 DP 87055. All Computer Freehold Register WN54D/113. 5.4190 hectares, more or less, being Lot 3 DP 87055. All Computer Freehold Register WN54D/114. 23.5050 hectares, more or less, being Lot 4 DP 87055. All Computer Freehold Register WN54D/115.
260577	330 State Highway 1, Paekakariki	9.2003 hectares, more or less, being Lot 2 DP 87790. All Computer Freehold Register WN55C/105.
260578	850C Paekakariki Hill Road	12.8545 hectares, more or less, being Sections 1, 2 and 3 SO 426500. All Computer Interest Register 547194.
	Paekakariki Hill Rd	242.5831 hectares, approximately, being Section 2 SO 431268, Part Lot 1 DP 4268 and Part Lot 1 DP 11960. Balance Gazette Notice B696329.1 Subject to survey

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
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4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency	New Zealand Transport Agency	
Property Name	Address	Legal Description - All Wellington Land District
260385	Rear of 75 & 77 St Andrews Rd	0.0441 hectares, more or less, being Section 1 SO 380228, Section 1 SO 313171 and Part Sections 1 and 2 SO 37797. All Computer Freehold Register 475559.
260418	4 Toenga Road	0.1138 hectares, more or less, being Lot 3 DP 5508. All GN. B828875.1
260461	Part 6 Weku Road	0.1303 hectares, more or less, being Lot 3 DP 14198. All GN. 761583.1.
260021	5 Arthur Carmen Street	0.0631 hectares, more or less, being Part Lots 11 and 12 DP 920. Balance Computer Freehold Register 538236.
260022	11 Arthur Carmen Street	0.0482 hectares, more or less, being Part Lots 12 and 13 DP 920. Balance Computer Freehold Register 538236.
260068	17 Burgess Road	0.0935 hectares, approximately, being Part Lots 1 and 2 DP 12307. Balance Gazette Notice A016327. Subject to survey.
260070	27 Burgess Road	0.0888 hectares, more or less, being Part Lots 4 and 5 DP 8597. All Computer Freehold Register 538238.
260100	Adjacent 9 Disraeli Street	0.0442 hectares, approximately, being Part Lot 6 DP 10616. Balance Proclamation 5877. Subject to survey.
260427	2 Tremewan Street	0.0792 hectares, more or less, being Lot 5 DP 63321. All GN. B450623.1.
260428	8 Tremewan Street	0.0747 hectares, more or less, being Lot 2 DP 63321. All Transfer B507380.2.
260431	10 Tremewan Street	0.0709 hectares, more or less, being Lot 1 DP 63321. All Computer Freehold Register 33C/482.
260433	6 Tremewan Street	0.0724 hectares, more or less, being Lot 3 DP 63321. All Transfer B805528.2.
260434	12 Tremewan Street	0.0989 hectares, more or less, being Lot 91 DP 9069. All Computer Freehold Register WN550/289.
260435	4 Tremewan Street	0.0733 hectares, more or less, being Lot 4 DP 63321. All Computer Freehold Register WN32B/193.

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
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4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency	New Zealand Transport Agency	
Property Name	Address	Legal Description - All Wellington Land District
260513	509 Takapu Road, Tawa	2.0405 hectares, more or less, being Part Lot 1 DP 51158. Part Computer Freehold Register WN20C/86.
260562	16 Tremewan Street	0.0857 hectares, more or less, being Part Lot 89 DP 9069. All Computer Freehold Register WNF4/722.
260581	18 Tremewan Street	0.0567 hectares, more or less, being Lots 1 and 3 DP 29032. All Computer Freehold Register WN6A/1277.

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Table 7

Land Holding Agency	Ministry of Education	
Property Name	Address	Legal Description - All Wellington Land District
Ngati Toa School (balance of site)	Piko Street, Titahi Bay	1.8466 hectares, approximately, being Part Lot 2 DP 29725. Part Proclamations 452139 and 43203. Subject to survey.
Ngati Toa School (surplus land currently under offer back)	Piko Street, Titahi Bay	0.3904 hectares, approximately, being Lot 1 and Parts Lot 2 DP 29725. All Gazette 2008 page 3848. Part GN. 791066 and Part Proclamations 452139 and 43203. Subject to survey.
Karori West Normal School	Karori	0.4396 hectares, approximately, being Part Section 43 Karori District. All GN. 813030. Subject to survey. 1.7571 hectares, more or less, being Section 72 Karori District. All GN. 756958.
Wellington Activity Centre	7 Fore Street, Wellington	0.3088 hectares, more or less, being Section 170 Harbour District. Balance Document 646497.1
Newlands College/ Intermediate	Bracken Road Newlands	0.0080 hectares, more or less, being Lot 5 DP 42888. All GN. 161166.1. 0.0291 hectares, more or less, being Lot 2 DP 75369. All Computer Freehold Register WN42B/155. 7.1123 hectares, approximately, being Part Section 2 Horokiwi Road District. All GN. 331935.1. Subject to survey.
South Wellington Intermediate	Newtown	0.0788 hectares, approximately, being Lot 8 and Part Lot 9 DP 323. Balance GN. 590864.1. Subject to survey. 0.0308 hectares, approximately, being Part Lot 1 DP 3077. All GN. 621047.1. Subject to survey. 0.0004 hectares, approximately, being Part Lots 2 and 3 DP 3077. All GN. 617176.1. Subject to survey.

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Table 8

Land Holding Agency	Environmental Science and Research Ltd	
Property Name	Address	Legal Description - All Wellington Land District
Kenepuru Science Centre (KSC)	34 Kenepuru Drive, Porirua	2.5644 hectares, more or less, being Section 1 SO 36948. All Computer Freehold Register WN42B/669.

Table 9

Land Holding Agency	Tertiary Education Commission/Ministry of Education	
Property Name	Address	Legal Description - All Wellington Land District
Whitireia Polytechnic	Wineera Drive, Porirua	6.0613 hectares, more or less, being Lot 7 DP 50123. All Computer Freehold Register WN39A/327.

Table 10

Land Holding Agency	Capital Coast and District Health	
Property Name	Address	Legal Description - All Wellington Land District
Balance of Kenepuru Hospital	Bluff Rd, Kenepuru Drive and Raiha St, Porirua	20.0929 hectares, more or less, being Lot 1 DP 428849. All Computer Freehold Register 515824. 13.5824 hectares, more or less, being Lot 2 DP 428849. All Computer Freehold Register 515820. 1.0317 hectares, more or less, being Lot 7 DP 428849. All Computer Freehold Register 515823. 9.3781 hectares, more or less, being Lot 8 DP 428849. All Computer Freehold Register 515826. 0.8117 hectares, more or less, being Lot 15 DP 428849. All Computer Freehold Register 515825.

Table 11

Land Holding Agency	New Zealand Defence Force	
Property Name	Address	Legal Description - All Wellington Land District
Mangaroa - Housing	Parks Line Road, Mangaroa	1.3086 hectares, more or less, being Part Lot 1 DP 2839. All Computer Freehold Register WN38C/930.
Trentham - Housing	32 Shakespeare	0.0845 hectares, more or less, being Lot 26 DP

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

Land Holding Agency	New Zealand Defence Force	
Property Name	Address	Legal Description - All Wellington Land District
	Avenue, Trentham	16620. All <i>Gazette</i> 1981 page 3051.
Trentham - Housing	Stafford/Gower Streets, Trentham	0.2428 hectares, more or less, being Lots 58 and 59 DP 1690. Part Proclamation 4305. 0.3237 hectares, more or less, being Lots 62 and 63 DP 1690. All Computer Freehold Register WN218/45.
Trentham Camp - Housing	Somme Road, Weir Grove, Maadi Place, Trentham	3.4723 hectares, approximately, being Sections 1, 2, 3, 19, Part Section 4 SO 37219 and Section 5 SO 37220. (Part GN B471523.4.) Subject to survey.
Trentham Camp - Messines Defence Centre	Somme Road, Trentham	2.9508 hectares, more or less, being Section 981 Hutt District, Section 1 SO 33786 and Lots 1 and 2 DP 19616. All <i>Gazette</i> 1991 page 2599.
Trentham Camp - HQ Joint Force	Seddul Bahr Road, Trentham	0.6277 hectares, more or less, being Section 12 SO 37221. All Computer Freehold Register WN46B/452. 0.3063 hectares, more or less, being Section 2 SO 38389. All Computer Freehold Register 13957.
Trentham Camp - Staff College	Seddul Bahr Road, Trentham	3.7324 hectares, more or less, being Sections 5 and 6 SO 34420. All Computer Freehold Register WN42A/375.
Trentham Camp - Camp	Messines Avenue, Trentham	12.0908 hectares, approximately, being Part Sections 100 and 936 Hutt District. Part <i>Gazette</i> 1903 page 2378. Subject to survey.
Trentham Camp - Closed Road	Closed Camp Road, Trentham	0.9190 hectares, more or less, being Section 1 SO 36748. All GN B.259007.1. Subject to survey.
Trentham Camp - Closed Road	Closed Camp Road, Trentham	0.0125 hectares, more or less, being Section 977 Hutt District. All GN. 535923.1.
Trentham Camp - Camp	Messines Avenue, Trentham	15.4853 hectares, approximately, being Part Section 624 Hutt District. Balance Proclamation 5489. Subject to survey.
Trentham Camp - Housing and Davis Field	Gallipoli Road, Cassino Grove, Senio Grove Trentham	10.1352 hectares, more or less, being Sections 15, 16 SO 37222, and Section 17 SO 37223. Part GN B471523.4.
Trentham Camp - Rifle Range	Alexander Road, Trentham	155.8828 hectares, approximately, being Part Section 936 Hutt District. Part <i>Gazette</i> 1903 page 2378. Subject to survey.
Trentham Camp - part rifle range buffer	Part Rifle Range, Trentham	13.9955 hectares, more or less, being Section 1 SO 38010. All GN. B.775598.2.

NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS

4. GENERAL RFR LAND AND EARLY RFR NZTA LAND

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

5. SPECIFIED IWI RFR LAND

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

5. SPECIFIED IWI RFR LAND

Land Holding Agency	Department of Conservation JOINT WITH NGATI RARUA	
Property	Address	Legal Description
Summit of Tokomaru / Mount Robertson		0.4000 hectares, more or less, being Section 2 SO 426595. Part Gazette Notice 135293. Marlborough Land District.

6. DRAFT SETTLEMENT BILL

Draft settlement Bill for attachment to signed deed of settlement

Te Tau Ihu Claims Settlement Bill—Parts 7 to 9

Government Bill

Explanatory note

General policy statement

This Bill gives effect to the deeds of settlement in which the Crown and Ngāti Apa ki te Rā Tō, Ngāti Kuia, Rangitāne o Wairau, Ngāti Kōata, Ngāti Rārua, Ngāti Tama ki Te Tau Ihu, Te Ātiawa o Te Waka-ā-Maui, and Ngati Toa Rangatira agree to the final settlement of the historical claims of those iwi.

It is intended to divide the Bill at the committee of the whole House stage so that—

- *Parts 1 to 3* become the Ngāti Apa ki te Rā Tō, Ngāti Kuia, and Rangitāne o Wairau Claims Settlement Bill;
- *Parts 4 to 6* become the Ngāti Kōata, Ngāti Rārua, Ngāti Tama ki Te Tau Ihu, and Te Ātiawa o Te Waka-ā-Maui Claims Settlement Bill;
- *Parts 7 to 9* become the Ngati Toa Rangatira Claims Settlement Bill;
- *Part 10* becomes the Haka Ka Mate Attribution Bill.

Clause by clause analysis

Clause 1 states the Bill's Title.

Clause 2 specifies the Bill's commencement date.

Part 7

Preliminary matters and settlement of historical claims

Part 7 provides for preliminary matters and the settlement of the historical claims.

Subpart 1—Purpose of Act, historical accounts, acknowledgements, and apologies

Clause 3 states the purpose of *Parts 7 to 9* of the Bill.

Clause 4 provides that the provisions of *Parts 7 to 9* of the Bill take effect on the settlement date unless a provision states otherwise.

Clause 5 provides that *Parts 7 to 9* of the Bill bind the Crown.

Clause 6 provides an outline of *Parts 7 to 9* of the Bill.

Clauses 7 to 10 summarise the historical account from the deed of settlement (which provides a background to the deed) and record the acknowledgements and the apology given by the Crown to Ngati Toa Rangatira in the deed.

Subpart 2—Interpretation

Clause 11 provides that *Parts 7 to 9* of the Bill are to be interpreted in a manner that best furthers the agreements in the deed of settlement.

Clauses 12 and 13 define certain terms used in *Parts 7 to 9* of the Bill.

Clause 14 defines Ngati Toa Rangatira.

Clause 15 defines historical claims.

Subpart 3—Settlement of historical claims

Historical claims settled and jurisdiction of courts, etc, removed

Clause 16 settles the historical claims and provides that the settlement is final. It removes the jurisdiction of courts, tribunals, and other judicial bodies in respect of the historical claims, the deed of settlement, *Parts 7 to 9* of the Bill, and the settlement redress (but not in respect of the interpretation or implementation of the deed of settlement or *Parts 7 to 9* of the Bill).

*Consequential amendment to Treaty of Waitangi
Act 1975*

Clause 17 amends the Treaty of Waitangi Act 1975 to remove the jurisdiction of the Waitangi Tribunal as provided in *clause 16*.

Protections no longer apply

Clause 18 provides that certain enactments do not apply to specified land.

Clause 19 provides for the removal of existing memorials from the computer registers relating to the specified land.

Subpart 4—Other matters

Clause 20 provides for an exception to the rule against perpetuities and any relevant provisions of the Perpetuities Act 1964 for the Toa Rangatira Trust and in respect of documents entered into by the Crown to give effect to the deed of settlement.

Clause 21 requires the chief executive of the Ministry of Justice to make copies of the deed of settlement available for inspection free of charge, and for purchase at a reasonable price, at the head office of the Ministry of Justice in Wellington on any working day. The deed must also be made available free of charge on an Internet site maintained by or on behalf of the Ministry of Justice.

Clause 22 provides that if a provision in *Parts 7 to 9* has the same effect as a provision in *Parts 1 to 6*, the provisions must be given effect to only once.

Clause 23 amends the Fisheries (South Island Customary Fishing) Regulations 1999 to change a definition that affects Ngati Toa Rangatira.

**Part 8
Cultural redress**

Part 8 provides for cultural redress.

Subpart 1—Statutory acknowledgement and deeds of recognition

Subpart 1 (clauses 24 to 39) contains the Crown's acknowledgement of the statements made by Ngati Toa Rangatira of their association with certain statutory areas and of their coastal values. The purposes and limits of the statutory acknowledgement are specified. The subpart also provides that the Crown may issue and amend deeds of recognition.

Subpart 2—Nga paihau

Subpart 2 (clauses 40 to 58) provides for a nga paihau to be declared in relation to certain nga paihau sites. The purposes and limits of the nga paihau are specified. The subpart authorises the making of certain regulations and bylaws relating to the nga paihau.

Subpart 3—Vesting of cultural redress properties

Subpart 3 (clauses 59 to 80) provides for the vesting of 21 cultural redress properties in the trustee of the Toa Rangatira Trust (in some cases, jointly with the trustees of trusts for iwi under related settlements). Of the 21 properties, 7 vest in fee simple, 2 vest in fee simple subject to conservation covenants, 10 vest in fee simple to be administered as reserves, and 2 vest in fee simple to be held as Maori reservations.

Subpart 4—General provisions relating to vesting of cultural redress properties

Subpart 4 (clauses 81 to 99) contains technical provisions to facilitate the vesting of the cultural redress properties.

Subpart 5—Geographic names

Subpart 5 (clauses 100 to 103) provides for the alteration and assignment of geographic names, sets out the requirements for publishing a notice of a new geographic name, and provides for the process for altering any new geographic name.

Subpart 6—Delayed vesting and gifting back of balance of Mana Island

Subpart 6 (clauses 104 to 106) provides for the vesting of the balance of Mana Island in the trustee of the Toa Rangatira Trust, and for the gifting back of the land to the Crown 10 days later. The initial vesting date is a date no later than 31 December 2024 that is appointed by the trustee.

Subpart 7—Kapiti Island redress

Subpart 7 (clauses 107 to 144) provides for the vesting of 3 sites on Kapiti Island in the trustee of the Toa Rangatira Trust, on various terms, and for the establishment of a strategic advisory committee whose members include appointees of the trustee, the Director-General, and potentially others.

The Kapiti Island site is vested in the trustee subject to a conservation covenant, and access rights to the site are provided. The Kapiti Island North Nature Reserve site is classified as a nature reserve before vesting in the trustee in trust, with the Crown continuing to administer, control, and manage the reserve. If certain requirements are satisfied after the settlement date, an Order in Council may be made so that additional land is treated as part of the Kapiti Island North Nature Reserve site. The Kapiti Island Nature Reserve site initially vests in the trustee, before vesting as a gift back to the Crown 10 days later. The initial vesting date is a date no later than 31 December 2024 that is appointed by the trustee.

The strategic advisory committee is established to perform functions in relation to the Kapiti Island North Nature Reserve site and the Kapiti Island Nature Reserve site and associated land. The committee's functions include the provision of advice and involvement in preparing and approving a conservation management plan for those sites.

Subpart 8—Poutiaki plan

Subpart 8 (clauses 145 to 148) provides for the trustee of the Toa Rangatira Trust to prepare and lodge a poutiaki plan with certain councils. The plan applies to a defined area and affects certain functions of the councils relating to resource management in the area. The plan also relates to fisheries management in the area.

Subpart 9—Whitireia Park redress

Subpart 9 (clauses 149 to 156) establishes a joint board whose members include appointees of the trustee of the Toa Rangatira Trust and Wellington Regional Council. The joint board becomes the administering body of Whitireia Recreation Reserve. The joint board also becomes the administering body of 2 additional reserves until the trustee takes certain steps, such as giving a notice so that the trustee itself becomes the administering body.

Subpart 10—Queen Elizabeth Park campground site

Subpart 10 (clauses 157 to 161) provides for the trustee of the Toa Rangatira Trust to become the administering body of a campground site. The site is a reserve that must be administered for the purpose of providing a reasonable opportunity for affordable camping.

Subpart 11—River and freshwater advisory committee

Subpart 11 (clauses 161A to 161G) establishes an iwi advisory committee to provide advice on the management of rivers and fresh water within the regions of certain councils. Members may be appointed to the committee by the trustees of the settlement trusts of the 8 iwi under the Bill.

Part 9 Commercial redress

Part 9 provides for commercial redress.

Subpart 1—Transfer of commercial redress properties, commercial properties, and deferred selection properties

Subpart 1 (clauses 162 to 167) contains provisions relating to the transfer of commercial redress properties (including the licensed properties), commercial properties, and deferred selection properties and provides for the creation of computer freehold registers for the properties and other related matters.

Subpart 2—Licensed properties

Subpart 2 (clauses 168 to 171) provides for the status of the licensed properties. The provisions set out the respective rights and obligations of the Crown and the trustee of the Toa Rangatira Trust in relation to the licensed properties.

Subpart 3—Right of access to protected sites

Subpart 3 (clauses 172 to 175) provides a right of access to certain protected sites on the licensed properties to Māori for whom the sites are of special cultural, spiritual, or historical significance.

Subpart 4—Right of first refusal in relation to RFR land

Subpart 4 (clauses 176 to 209) provides the trustee of the Toa Rangatira Trust with a right of first refusal in relation to RFR land. For certain RFR land, the right of first refusal is shared between various combinations of the trustee of the Toa Rangatira Trust and the trustees of 7 related settlement trusts. The owner of RFR land must not dispose of the land to a person other than the relevant trustees (without offering it to the trustees on the same or better terms) unless a specified exception applies. The right of first refusal lasts for different periods depending on the type of RFR land.

Schedules

There are 5 schedules, which—

- describe the statutory areas to which the statutory acknowledgement relates and for which (with some exceptions) a deed of recognition is issued (*Schedule 1*);
 - describe the nga paihau sites to which the nga paihau applies (*Schedule 2*);
 - describe the 21 cultural redress properties (*Schedule 3*);
 - describe the properties to which the Kapiti Island redress relates (*Schedule 4*);
 - set out provisions that apply to notices given in relation to RFR land (*Schedule 5*).
-

Hon Christopher Finlayson

**Te Tau Ihu Claims Settlement
Bill—Parts 7 to 9**

Government Bill

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The Parliament of New Zealand enacts as follows:

- 1 Title**
This Act is the Te Tau Ihu Claims Settlement Act **2012**.
- 2 Commencement**
This Act comes into force on the day after the date on which it receives the Royal assent.

Parts 7 to 9
Ngati Toa Rangatira Claims Settlement
Bill

Part 7
Preliminary matters and settlement of
historical claims

Subpart 1—Purpose of Act, historical
accounts, acknowledgements, and apologies

- 3 Purpose**
The purpose of **Parts 7 to 9** is to give effect to certain provisions of the deed of settlement that settles the historical claims of Ngati Toa Rangatira.
- 4 Provisions take effect on settlement date**
 - (1) The provisions of **Parts 7 to 9** take effect on the settlement date unless a provision states otherwise.
 - (2) Before the date on which a provision takes effect, a person may prepare or sign a document or do anything else that is required—
 - (a) for the provision to have full effect on that date; or
 - (b) for a power to be exercised, or for a duty to be performed, under the provision on that date.
- 5 Act binds the Crown**
Parts 7 to 9 bind the Crown.

6 Outline

- (1) This section is a guide to the overall scheme and effect of **Parts 7 to 9**, but does not affect the interpretation or application of the other provisions of **Parts 7 to 9** or the deed of settlement.
- (2) This Part—
 - (a) sets out the purpose of **Parts 7 to 9**; and
 - (b) provides that the provisions of **Parts 7 to 9** take effect on the settlement date unless a provision states otherwise; and
 - (c) specifies that **Parts 7 to 9** bind the Crown; and
 - (d) summarises the historical account from the deed of settlement and records the acknowledgements and the apology given by the Crown in the deed; and
 - (e) defines terms used in **Parts 7 to 9**, including key terms such as Ngati Toa Rangatira and historical claims; and
 - (f) provides that the settlement of the historical claims is final; and
 - (g) provides for—
 - (i) the effect of the settlement on the jurisdiction of a court, tribunal, or other judicial body in respect of the historical claims; and
 - (ii) a consequential amendment to the Treaty of Waitangi Act 1975; and
 - (iii) the effect of the settlement on certain memorials; and
 - (iv) the exclusion of the law against perpetuities; and
 - (v) access to the deed of settlement.
- (3) **Part 8** provides for cultural redress, including—
 - (a) a statutory acknowledgement by the Crown of the statements made by Ngati Toa Rangatira of their cultural, spiritual, historical, and traditional associations with certain statutory areas; and
 - (b) provision for deeds of recognition issued by the Crown to the trustee of the Toa Rangatira Trust; and
 - (c) the application of a nga paihau to certain nga paihau sites by the Crown's acknowledgement of the values of Ngati Toa Rangatira in relation to the relevant sites; and

- (d) the vesting of cultural redress properties in the trustee of the Toa Rangatira Trust, in some cases jointly with the trustees of trusts for iwi under related settlements; and
 - (e) the alteration and assignment of names for certain geographic features; and
 - (f) the delayed vesting of the balance of Mana Island in the trustee of the Toa Rangatira Trust, and the vesting of the site back to the Crown as a gift from the trustee; and
 - (g) the vesting of 3 sites on Kapiti Island in the trustee of the Toa Rangatira Trust on various terms (one of which involves a vesting back to the Crown), and the establishment of a strategic advisory committee to perform functions in relation to parts of Kapiti Island; and
 - (h) provision for the trustee of the Toa Rangatira Trust to prepare and lodge a poutiaki plan with certain councils; and
 - (i) the establishment of a joint board to administer Whitiorea Recreation Reserve and 2 additional reserves; and
 - (j) the appointment of the trustee of the Toa Rangatira Trust as the administering body of a Queen Elizabeth Park campground site; and
 - (k) the establishment of an iwi advisory committee to provide advice on the management of rivers and fresh water within the regions of certain councils, with members appointed by the trustees of the Toa Rangatira Trust and the related settlement trusts.
- (4) **Part 9** provides for commercial redress, including—
- (a) authorisation for the transfer of commercial redress properties (including the licensed properties), commercial properties, and deferred selection properties to the trustee of the Toa Rangatira Trust to give effect to the deed of settlement; and
 - (b) provision for a right of access to certain protected sites on the licensed properties; and
 - (c) a right of first refusal in relation to RFR land that may be exercised by the trustee of the Toa Rangatira Trust

(and, in some cases, the trustees of the related settlement trusts).

- (5) There are 5 schedules, as follows:
- (a) **Schedule 1** describes the statutory areas to which the statutory acknowledgement relates and, in some cases, for which deeds of recognition are issued:
 - (b) **Schedule 2** describes the nga paihau sites to which the nga paihau applies:
 - (c) **Schedule 3** describes the cultural redress properties:
 - (d) **Schedule 4** describes the properties to which the Kapiti Island redress relates:
 - (e) **Schedule 5** sets out provisions that apply to notices given in relation to RFR land.

7 Historical account and the Crown's acknowledgements and apology

- (1) **Section 8** summarises the historical account from the deed of settlement, which provides a background to the deed of settlement.
- (2) **Sections 9 and 10** record the acknowledgements and the apology given by the Crown to Ngati Toa Rangatira in the deed of settlement.

8 Summary of historical account

The historical account set out in the deed of settlement is summarised as follows:

- (1) By 1840 Ngati Toa Rangatira had established a powerful position in the Cook Strait region with settlements in the lower North Island and upper South Island (Te Tau Ihu). Several Ngati Toa Rangatira chiefs, including Te Rauparaha and Te Rangihaeata, signed the Treaty of Waitangi.
- (2) In 1839, Ngati Toa Rangatira signed the Kapiti deed with the New Zealand Company for approximately 20 million acres between Taranaki and north Canterbury. The oral translation of the English deed did not accurately convey its meaning and effect.
- (3) Ngati Toa Rangatira opposed Company surveys in the Wairau. In 1843, an attempt by an armed party of Nelson settlers to

- arrest Te Rauparaha and Te Rangihaeata resulted in a violent clash and the deaths of twenty-two Europeans and up to nine Maori.
- (4) A Crown-appointed commissioner investigated the Company's land claims covering Port Nicholson and Te Tau Ihu. In Port Nicholson the Crown established a process by which the Company could validate its purchases by paying additional money to Maori in return for the signing of deeds of release. In 1844 Te Rauparaha accepted £400 for the 'surrender' of Ngati Toa Rangatira interests in Harataunga (the Hutt Valley). Te Rangihaeata only accepted a share of the money in 1845 but did not regard this payment as extinguishing the rights of allies from other iwi. The Crown treated the payment, which did not define the boundaries of Harataunga or provide any reserves, as extinguishing Ngati Toa Rangatira interests across the Port Nicholson block.
 - (5) In 1845 the commissioner recommended that the Company receive a grant of 151 000 acres in Te Tau Ihu. The Wairau was not included in his recommendation. The Crown later established reserves, some of which became known as 'tenths' reserves, within the land granted to the Company at Port Nicholson and Nelson. Ngati Toa Rangatira did not receive a share in the 'tenths' reserves despite their interests in Port Nicholson and Nelson settlement area.
 - (6) During 1845, Te Rangihaeata and his section of Ngati Toa Rangatira supported the claims of their allies living on disputed land north of Rotokakahi in the Hutt Valley. These tensions led to several violent incidents between Maori, settlers, and Crown troops. The Crown subsequently took political and military action against Te Rauparaha and Te Rangihaeata in order to establish its authority and reduce the power and influence of the senior Ngati Toa Rangatira chiefs. In July 1846 the Crown seized Te Rauparaha and several other Ngati Toa Rangatira chiefs at Porirua. The Crown detained Te Rauparaha without trial for 18 months. Crown forces pursued Te Rangihaeata who withdrew into Horowhenua.
 - (7) In 1847, whilst Te Rauparaha was in captivity and Te Rangihaeata in exile, the Crown purchased the Wairau and Porirua districts from several younger Ngati Toa Rangatira chiefs who

hoped to secure Te Rauparaha's release. Reserves of over 100 000 acres were set aside in the Wairau and over 10 000 acres in Porirua.

- (8) Between 1853 and 1865 the Crown's Te Waipounamu, Whareroa, Wainui, Papakowhai, and Mana Island purchases further reduced the lands remaining in Ngati Toa Rangatira ownership. The Waipounamu deed repurchased nearly all of the large Wairau reserve. Between 1897 and 1911 the Crown, after prohibiting the sale or leasing of Kapiti Island to private interests, bought the majority of Kapiti Island from Ngati Toa Rangatira.
- (9) By 1926 most of the Ngati Toa Rangatira reserves at Porirua had been alienated. Ngati Toa Rangatira gifted 500 acres at Whitireia to the Crown for the establishment of a school. When no school was established Ngati Toa Rangatira sought unsuccessfully to have the land returned. In 1948 and 1960 the Crown took several hundred acres of Ngati Toa Rangatira land at Takapuwahia under public works legislation for general housing purposes. Over time, the application of the native land laws led to most of the Porirua reserves being partitioned into smaller subsections. Today Ngati Toa Rangatira are virtually landless.
- (10) Porirua harbour, an important food resource for Ngati Toa Rangatira, was adversely affected by pollution and sewage generated by urban development. This has had a severe impact on the ability of Ngati Toa Rangatira to use and protect traditional resources.

9 Text of acknowledgements

The text of the acknowledgements set out in the deed of settlement is as follows:

- (1) The Crown acknowledges that it has failed to deal with the long-standing grievances of Ngati Toa Rangatira in an appropriate way and that recognition of these grievances is long overdue.
- (2) The Crown acknowledges that it failed to adequately protect the interests of Ngati Toa Rangatira during the process by which it acquired their interests in the Port Nicholson Block,

and this was a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

- (3) The Crown acknowledges that the conflict between Ngati Toa Rangatira and European settlers at Tuamarina Stream in June 1843 had a detrimental effect on the relationship between Ngati Toa Rangatira and the Crown and was part of the context of the Crown's Wairau purchase from Ngati Toa Rangatira in 1847.
- (4) The Crown acknowledges that—
 - (a) Te Rauparaha took no direct part in the fighting between Maori and Crown troops in the Hutt Valley prior to his capture by the Crown in July 1846; and
 - (b) its detention of Te Rauparaha for 18 months without trial in 1846-48 assumed the character of indefinite detention without trial and was a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- (5) The Crown acknowledges that in 1846 and 1847 it undermined the power and influence of the key Ngati Toa Rangatira leaders, Te Rauparaha and Te Rangihacata, by seizing and detaining Te Rauparaha, and pressuring other Ngati Toa Rangatira leaders to agree to the Wairau and Porirua deeds in the absence of Te Rauparaha and Te Rangihacata. The Crown acknowledges that this was a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- (6) The Crown acknowledges that it failed to adequately protect the interests of Ngati Toa Rangatira and breached Te Tiriti o Waitangi/the Treaty of Waitangi and its principles when—
 - (a) it failed to ensure sufficient, suitable reserve lands were maintained for the future use and benefit of Ngati Toa Rangatira when the Crown purchased a large amount of land from Ngati Toa Rangatira between 1844 and 1865; and
 - (b) it did not establish timely processes to ensure that Ngati Toa Rangatira obtained an interest in those reserves in the Wellington and Nelson areas that later became known as “tenths” reserves.
- (7) The Crown acknowledges that the operation and impact of the native land laws on the remaining lands of Ngati Toa Rangatira, in particular the awarding of land to individual Ngati

Toa Rangatira rather than to iwi or hapu, made those lands more susceptible to partition, fragmentation, and alienation. This contributed to the further erosion of the traditional tribal structures of Ngati Toa Rangatira. The Crown failed to take adequate steps to protect those structures and this was a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

- (8) The Crown acknowledges that—
- (a) the Taupo block was originally reserved for Ngati Toa Rangatira from the Crown's Porirua purchase in 1847;
 - (b) despite the Native Land Court ordering in 1881 that a Ngati Toa Rangatira urupa on the Taupo No. 2 block be made "absolutely inalienable" the Crown allowed the urupa to be reduced to one acre in 1896;
 - (c) in the 1920s it was reduced to approximately one tenth of an acre to make the block available for leasing and development;
 - (d) these actions led to koiwi being reinterred in common graves.
- (9) The Crown acknowledges that in 1848 Ngati Toa Rangatira gifted 500 acres of land at Whitireia to the Crown to establish a college. The Crown further acknowledges that Ngati Toa Rangatira sought to regain the land when a college was not constructed, but were unsuccessful in doing so, and that this has remained a significant grievance for Ngati Toa Rangatira to today. The Crown continues to own this land.
- (10) The Crown acknowledges that—
- (a) at 1895 Kapiti Island was one of the last remaining areas of Ngati Toa Rangatira land;
 - (b) Ngati Toa Rangatira strongly objected to legislation promoted by the Crown to acquire Kapiti Island for a nature reserve;
 - (c) the Kapiti Island Public Reserve Act 1897 gave the Crown a monopoly over purchasing land on Kapiti Island;
 - (d) between 1897 and 1911 the Crown purchased the individual interests of the majority of the Ngati Toa Rangatira owners of Kapiti Island.

The Crown acknowledges that the loss of ownership of Kapiti Island has remained a source of grievance and sorrow for Ngati Toa Rangatira.

- (11) The Crown acknowledges that during the twentieth century it significantly reduced the lands remaining in Ngati Toa Rangatira ownership for their present and future needs by compulsorily acquiring several hundred acres of land at and around their core settlement at Takapuwhia for housing and public works purposes. The Crown further acknowledges that this land has contributed to the development of the wider Porirua region.
- (12) The Crown acknowledges that the cumulative effect of successive Crown purchases of Ngati Toa Rangatira land and the Crown's failure to provide sufficient reserves left Ngati Toa Rangatira virtually landless. The Crown's failure to ensure that Ngati Toa Rangatira retained sufficient land for their present and future needs was a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- (13) The Crown acknowledges that pollution, reclamation, and public works have had a damaging impact on the shellfish and other kai moana resources in the Porirua Harbour, and that the loss of this formerly abundant resource has adversely affected the cultural and spiritual well-being of Ngati Toa Rangatira.

10 Text of apology

The text of the apology set out in the deed of settlement is as follows:

- (1) The Crown recognises that a number of Ngati Toa Rangatira, including Te Rauparaha and Te Rangihaeata, signed Te Tiriti o Waitangi/the Treaty of Waitangi in 1840. The Crown profoundly regrets that it has not always lived up to its obligations to Ngati Toa Rangatira under Te Tiriti o Waitangi/the Treaty of Waitangi. Accordingly the Crown makes this apology to Ngati Toa, to their ancestors, and to their descendants.
- (2) The Crown unreservedly apologises for the breaches of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles which have hurt and caused prejudice to Ngati Toa Rangatira. The Crown is deeply sorry for its actions that intentionally

undermined the mana and rangatiratanga of leading Ngati Toa Rangatira chiefs. In particular the Crown apologises for its indefinite detention of Te Rauparaha, and deeply regrets that it has failed, until now, to acknowledge this injustice in an appropriate manner.

- (3) The Crown profoundly regrets and apologises for its actions that left Ngati Toa Rangatira with few landholdings by 1865, and its ongoing failure to protect their remaining landholdings, which has left Ngati Toa Rangatira virtually landless and unable to access customary resources and significant sites.
- (4) The Crown deeply regrets the cumulative effect of its actions and omissions which severely damaged Ngati Toa Rangatira social and traditional tribal structures, their autonomy and ability to exercise customary rights and responsibilities, their capacity for economic and social development, and physical, cultural, and spiritual well-being.
- (5) With this apology and settlement the Crown seeks to atone for these wrongs, restore its tarnished honour and begin the process of healing. The Crown hopes that this apology and settlement will mark the beginning of a new, positive, and enduring relationship with Ngati Toa Rangatira founded on mutual trust and co-operation and respect for Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Subpart 2—Interpretation

11 Interpretation of Act generally

It is the intention of Parliament that the provisions of **Parts 7 to 9** are interpreted in a manner that best furthers the agreements expressed in the deed of settlement.

12 Interpretation

- (1) In **Parts 7 to 9**, unless the context requires another meaning,—

administering body has the meaning given by section 2(1) of the Reserves Act 1977

advisory committee means the committee established by **section 161A** to provide advice in relation to the management of rivers and fresh water within the regions of certain councils

affected person has the meaning given by section 2AA(2) of the Resource Management Act 1991

aquatic life has the meaning given by section 2(1) of the Conservation Act 1987

commercial property means a property—

- (a) listed in table 1 or 2 in part 8 of the property redress schedule of the deed of settlement; and
- (b) to which paragraph 6.9 of part 6 of that schedule applies

commercial redress property means—

- (a) a property—
 - (i) listed in table 1 or 2 in part 8 of the property redress schedule of the deed of settlement; and
 - (ii) to which paragraph 6.7 of part 6 of that schedule applies; and
- (b) the commercial redress property for no consideration; and
- (c) a licensed property

commercial redress property for no consideration means the property listed in table 3 in part 8 of the property redress schedule of the deed of settlement

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

consent authority has the meaning given by section 2(1) of the Resource Management Act 1991

conservation land means land that is—

- (a) vested in the Crown or held in fee simple by the Crown; and
- (b) held, managed, or administered by the Department of Conservation under the conservation legislation

conservation legislation means the Conservation Act 1987 and the Acts listed in Schedule 1 of that Act

conservation management plan has the meaning given by section 2(1) of the Conservation Act 1987

conservation management strategy has the meaning given by section 2(1) of the Conservation Act 1987

control, for the purposes of **paragraph (d)** of the definition of Crown body, means,—

- (a) for a company, control of the composition of its board of directors; and
- (b) for another body, control of the composition of the group that would be its board of directors if the body were a company

Crown has the meaning given by section 2(1) of the Public Finance Act 1989

Crown body means—

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

Crown forestry licence means a licence granted under section 14 of the Crown Forest Assets Act 1989

Crown-owned mineral means a mineral (as defined by section 2(1) of the Crown Minerals Act 1991)—

- (a) that is the property of the Crown under section 10 or 11 of that Act; or
- (b) over which the Crown has jurisdiction under the Continental Shelf Act 1964

cultural redress property has the meaning given by **section 59**

date of the deed of settlement means 7 December 2012

deed of recognition—

- (a) means a deed of recognition issued under **section 34** to the trustee of the Toa Rangatira Trust by—

- (i) the Minister of Conservation and the Director-General; or
 - (ii) the Commissioner of Crown Lands; and
- (b) includes any amendments to the deed made under **section 34**

deed of settlement—

- (a) means the deed of settlement for Ngati Toa Rangatira dated 7 December 2012, entered into by the Crown, Ngati Toa Rangatira, and the Toa Rangatira Trust, including any schedules or attachments and including any amendments; but
- (b) in **section 176 and Schedule 5**, for a related settlement iwi, means the deed of settlement for that iwi defined by **section 17(1) of Parts 1 to 3** or **section 20(1) of Parts 4 to 6**.

deferred selection property means a property—

- (a) listed in table 1 or 2 in part 8 of the property redress schedule of the deed of settlement; and
- (b) that is not a commercial redress property or a commercial property; and
- (c) that the trustee of the Toa Rangatira Trust has elected to purchase from the Crown by giving notice under paragraph 4.5.2 of part 4 of that schedule; and
- (d) in respect of which the agreement for sale and purchase (formed under paragraph 4.7 of that part 4) has not been cancelled

deferred selection RFR land has the meaning given by **section 176**

Director-General means the Director-General of Conservation

early RFR NZTA land has the meaning given by **section 176**

effective date means the date that is 6 months after the settlement date

freshwater fisheries management plan has the meaning given by section 2(1) of the Conservation Act 1987

general RFR land has the meaning given by **section 176**

Historic Places Trust means the New Zealand Historic Places Trust (Pouhere Taonga) continued by section 38 of the Historic Places Act 1993

historical claims has the meaning given by **section 15**

interest, in relation to land, means a lease, tenancy, licence, licence to occupy, easement, covenant, or other right or obligation affecting the land

land holding agency means,—

- (a) for the following, the land holding agency specified for the property in part 8 of the property redress schedule of the deed of settlement:
 - (i) a commercial redress property (other than a licensed property):
 - (ii) a commercial property:
 - (iii) a deferred selection property:
- (b) for a licensed property, LINZ

licensed property—

- (a) means a property listed as a licensed land property in part 3 of the property redress schedule of the deed of settlement; but
- (b) excludes—
 - (i) all trees growing, standing, or lying on the property; and
 - (ii) all improvements that have been—
 - (A) acquired by any purchaser of the trees on the property; or
 - (B) made, after the acquisition of the trees by the purchaser, by the purchaser or the licensee

licensee means the registered holder of a Crown forestry licence

licensor means the licensor of a Crown forestry licence

LINZ means Land Information New Zealand

local authority has the meaning given by section 5(1) of the Local Government Act 2002

member, for Ngati Toa Rangatira, means an individual referred to in **section 14(1)(a)**

national park management plan has the same meaning as management plan in section 2 of the National Parks Act 1980

New Zealand Transport Agency means the agency established by section 93 of the Land Transport Management Act 2003

nga paihau has the meaning given by **section 40(1)**

public work has the meaning given by section 2 of the Public Works Act 1981

regional council has the meaning given by section 2(1) of the Resource Management Act 1991

Registrar-General means the Registrar-General of Land appointed under section 4 of the Land Transfer Act 1952

related company has the meaning given by section 2(3) of the Companies Act 1993

related settlement iwi has the meaning given by **section 13**

related settlement trust has the meaning given by **section 13**

representative entity means—

- (a) the trustee of the Toa Rangatira Trust; and
- (b) any person (including any trustees) acting for, or on behalf of,—
 - (i) the collective group referred to in **section 14(1)(a)**; or
 - (ii) 1 or more members of Ngati Toa Rangatira; or
 - (iii) 1 or more of the whānau, hapū, or groups referred to in **section 14(1)(c)**

resource consent has the meaning given by section 2(1) of the Resource Management Act 1991

RFR land has the meaning given by **section 177**

settlement date means the date that is 70 working days after the date on which **Parts 7 to 9** come into force

statutory acknowledgement has the meaning given by **section 24(1)**

statutory plan—

- (a) means a district plan, regional plan, regional coastal plan, regional policy statement, or proposed policy

- statement (as defined by section 43AA of the Resource Management Act 1991); and
- (b) includes a proposed plan (as defined by section 43AAC of that Act)

strategic advisory committee means the committee established by **section 121** to perform certain functions in relation to the Kapiti Island reserve sites (as defined by **section 107(2)**)

subsidiary has the meaning given by section 5 of the Companies Act 1993

taonga tūturu—

- (a) has the meaning given by section 2(1) of the Protected Objects Act 1975; and
- (b) includes ngā taonga tūturu (as defined by section 2(1) of that Act)

transfer means the transfer of a property's beneficial ownership upon settlement for the property

working day means a day of the week other than—

- (a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's birthday, and Labour Day; and
- (b) a day in the period starting on 25 December in a year and ending on 15 January in the following year; and
- (c) the day observed as the anniversary of the province of Nelson, Marlborough, or Wellington.

- (2) In **Parts 7 to 9**, a reference to a transfer or vesting of any land (being the fee simple estate in the land) to or in any trustees includes the transfer or vesting of an undivided share of the fee simple estate in the land.
- (3) **Subsection (2)** applies unless the context requires another meaning.

13 Interpretation: iwi and trusts

In **Parts 7 to 9**, unless the context requires another meaning,—

Ngāti Apa ki te Rā Tō has the meaning given by **section 19(1) of Parts 1 to 3**

Ngāti Apa ki te Rā Tō Trust has the meaning given by **section 18 of Parts 1 to 3**

Ngāti Kōata has the meaning given by **section 22(1) of Parts 4 to 6**

Ngāti Kuia has the meaning given by **section 19(1) of Parts 1 to 3**

Ngāti Rārua has the meaning given by **section 22(1) of Parts 4 to 6**

Ngāti Rārua Settlement Trust has the meaning given by **section 21 of Parts 4 to 6**

Ngāti Tama ki Te Tau Ihu has the meaning given by **section 22(1) of Parts 4 to 6**

Ngāti Tama ki Te Waipounamu Trust has the meaning given by **section 21 of Parts 4 to 6**

Ngāti Toa Rangatira has the meaning given by **section 14(1)**

Rangitāne o Wairau has the meaning given by **section 19(1) of Parts 1 to 3**

Rangitāne o Wairau Settlement Trust has the meaning given by **section 18 of Parts 1 to 3**

related settlement iwi means each of the following iwi:

- (a) Ngāti Apa ki te Rā Tō:
- (b) Ngāti Kuia:
- (c) Rangitāne o Wairau:
- (d) Ngāti Kōata:
- (e) Ngāti Rārua:
- (f) Ngāti Tama ki Te Tau Ihu:
- (g) Te Ātiawa o Te Waka-ā-Maui

related settlement trust means,—

- (a) for Ngāti Apa ki te Rā Tō, the Ngāti Apa ki te Rā Tō Trust:
- (b) for Ngāti Kuia, the Te Runanga o Ngāti Kuia Trust:
- (c) for Rangitāne o Wairau, the Rangitāne o Wairau Settlement Trust:
- (d) for Ngāti Kōata, Te Pātaka a Ngāti Kōata:
- (e) for Ngāti Rārua, the Ngāti Rārua Settlement Trust:
- (f) for Ngāti Tama ki Te Tau Ihu, the Ngāti Tama ki Te Waipounamu Trust:

(g) for Te Ātiawa o Te Waka-ā-Maui, the Te Ātiawa o Te Waka-ā-Maui Trust

Te Ātiawa o Te Waka-ā-Maui has the meaning given by **section 22(1) of Parts 4 to 6**

Te Ātiawa o Te Waka-ā-Maui Trust has the meaning given by **section 21 of Parts 4 to 6**

Te Pātaka a Ngāti Kōata has the meaning given by **section 21 of Parts 4 to 6**

Te Runanga o Ngāti Kuia Trust has the meaning given by **section 18 of Parts 1 to 3**

Toa Rangatira Trust means the trust with that name established by a deed of trust dated 4 December 2012.

14 Meaning of Ngati Toa Rangatira

(1) In **Parts 7 to 9, Ngati Toa Rangatira**—

- (a) means the collective group composed of individuals who are descended from both—
- (i) Toa Rangatira; and
 - (ii) any other recognised ancestor of Ngati Toa Rangatira who migrated permanently to the area of interest of Ngati Toa Rangatira in the nineteenth century and who exercised customary rights predominantly within that area; and
- (b) includes those individuals; and
- (c) includes any whānau, hapū, or group to the extent that it is composed of those individuals.

(2) In this section,—

area of interest of Ngati Toa Rangatira means the area of interest of Ngati Toa Rangatira shown in part 1 of the attachments to the deed of settlement

customary rights means rights according to tikanga Māori (Māori customary values and practices), including—

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

descended means that a person is descended from another person by—

- (a) birth; or

- (b) legal adoption; or
- (c) Māori customary adoption in accordance with the tikanga (customary values and practices) of Ngati Toa Rangatira.

15 Meaning of historical claims

- (1) In **Parts 7 to 9**, historical claims—
 - (a) means the claims described in **subsection (2)**; and
 - (b) includes the claims described in **subsection (3)**; but
 - (c) does not include the claims described in **subsection (4)**.
- (2) The historical claims are every claim that Ngati Toa Rangatira or a representative entity had on or before the settlement date, or may have after the settlement date, (whether or not the claim has arisen or been considered, researched, registered, notified, or made on or before the settlement date) and that—
 - (a) is, or is founded on, a right arising—
 - (i) from the Treaty of Waitangi or its principles; or
 - (ii) under legislation; or
 - (iii) at common law (including aboriginal title or customary law); or
 - (iv) from fiduciary duty; or
 - (v) otherwise; and
 - (b) arises from, or relates to, acts or omissions before 21 September 1992—
 - (i) by, or on behalf of, the Crown; or
 - (ii) by or under legislation.
- (3) The historical claims include—
 - (a) a claim to the Waitangi Tribunal that relates exclusively to Ngati Toa Rangatira or a representative entity, including each of the following claims, to the extent that **subsection (2)** applies to the claim:
 - (i) Wai 60—Parai estate, Takapuwahia C2A3 block claim;
 - (ii) Wai 207—Ngati Toa lands claim;
 - (iii) Wai 690—Ngati Tera lands and reserves (Porirua) claim;
 - (iv) Wai 722—Takapuwahia and other blocks (public works) claim; and

- (b) any other claim to the Waitangi Tribunal, including each of the following claims, to the extent that **subsection (2)** applies to the claim and the claim relates to Ngati Toa Rangatira or a representative entity:
- (i) Wai 102—Te Runanganui o Te Tau Ihu o Te Waka a Maui Inc claims:
 - (ii) Wai 172—Makara lands claim:
 - (iii) Wai 437—Koha Ora and Church Mission Society land claim:
 - (iv) Wai 648—Grace Saxton, George Hori Toms, and colonial laws of succession claim:
 - (v) Wai 1622—Ngati Toa (Taueki) claim:
 - (vi) Wai 1624—Ngati Toarangatira (Matenga) claim:
 - (vii) Wai 1626—Descendants of Hoani Te Puna/Rangiriri Taipua claim:
 - (viii) Wai 2361—The Kapiti and Motungararo Islands (Webber) claim.
- (4) However, the historical claims do not include—
- (a) a claim that a member of Ngati Toa Rangatira, or a whānau, hapū, or group referred to in **section 14(1)(c)**, had or may have that is, or is founded on, a right arising by virtue of being descended from an ancestor who is not referred to in **section 14(1)(a)**; or
 - (b) a claim that a representative entity had or may have that is, or is founded on, a claim described in **paragraph (a)**.

Subpart 3—Settlement of historical claims

Historical claims settled and jurisdiction of courts, etc, removed

- 16 Settlement of historical claims final**
- (1) The historical claims are settled.
 - (2) The settlement of the historical claims is final and, on and from the settlement date, the Crown is released and discharged from all obligations and liabilities in respect of those claims.
 - (3) **Subsections (1) and (2)** do not limit the acknowledgements expressed in, or the provisions of, the deed of settlement.

- (4) Despite any other enactment or rule of law, on and from the settlement date, no court, tribunal, or other judicial body has jurisdiction (including the jurisdiction to inquire or further inquire, or to make a finding or recommendation) in respect of—
- (a) the historical claims; or
 - (b) the deed of settlement; or
 - (c) **Parts 7 to 9** or **Part 10**; or
 - (d) the redress provided under the deed of settlement, **Parts 7 to 9**, or **Part 10**.
- (5) **Subsection (4)** does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or implementation of the deed of settlement, **Parts 7 to 9**, or **Part 10**.

*Consequential amendment to Treaty of Waitangi
Act 1975*

17 Amendment to Treaty of Waitangi Act 1975

- (1) This section amends the Treaty of Waitangi Act 1975.
- (2) In Schedule 3, insert in its appropriate alphabetical order “**Parts 7 to 9 of the Te Tau Ihu Claims Settlement Act 2012, section 16(4) and (5).**”

Protections no longer apply

18 Certain enactments do not apply

- (1) The enactments listed in **subsection (2)** do not apply—
 - (a) to land in the Wellington Land District that is—
 - (i) a cultural redress property; or
 - (ii) a commercial redress property; or
 - (iii) general RFR land; or
 - (iv) early RFR NZTA land; or
 - (b) to each of the following properties in the Wellington Land District, but only on and from the date on which the property is transferred to the trustee of the Toa Rangatira Trust under **section 162**:
 - (i) a commercial property;
 - (ii) a deferred selection property (other than deferred selection RFR land); or

- (c) to deferred selection RFR land in the Wellington Land District, but only on and from the date on which the land is transferred to the trustee of the Toa Rangatira Trust (for example, under **section 162** or under a contract formed under **section 183**); or
 - (d) to land in the Nelson Land District or Marlborough Land District; or
 - (e) for the benefit of Ngati Toa Rangatira or a representative entity.
- (2) The enactments are—
- (a) sections 8A to 8HJ of the Treaty of Waitangi Act 1975;
 - (b) sections 27A to 27C of the State-Owned Enterprises Act 1986;
 - (c) sections 211 to 213 of the Education Act 1989;
 - (d) Part 3 of the Crown Forest Assets Act 1989;
 - (e) Part 3 of the New Zealand Railways Corporation Restructuring Act 1990.

19 Removal of memorials

- (1) The chief executive of LINZ must issue to the Registrar-General 1 or more certificates that specify the legal description of, and identify the computer register that contains, each allotment in the Wellington Land District—
- (a) that is—
 - (i) all or part of a cultural redress property; or
 - (ii) all or part of a commercial redress property; or
 - (iii) general RFR land; or
 - (iv) early RFR NZTA land; or
 - (v) all or part of a commercial property; or
 - (vi) all or part of a deferred selection property (other than deferred selection RFR land); or
 - (vii) deferred selection RFR land; and
 - (b) that is subject to a memorial recorded under any enactment listed in **section 18(2)**.
- (2) The chief executive of LINZ must issue to the Registrar-General 1 or more certificates that specify each computer register for the Nelson Land District or Marlborough Land District that has a memorial recorded under any enactment listed in **section 18(2)**.

- (3) The chief executive of LINZ must issue a certificate under **subsection (1)** as soon as is reasonably practicable after—
 - (a) the settlement date, for the following:
 - (i) a cultural redress property;
 - (ii) a commercial redress property;
 - (iii) general RFR land;
 - (iv) early RFR NZTA land; or
 - (b) the date on which the property is transferred to the trustee of the Toa Rangatira Trust under **section 162**, for the following:
 - (i) a commercial property;
 - (ii) a deferred selection property (other than deferred selection RFR land); or
 - (c) the date on which the land is transferred to the trustee of the Toa Rangatira Trust (for example, under **section 162** or under a contract formed under **section 183**), for deferred selection RFR land.
- (4) The chief executive of LINZ must issue a certificate under **subsection (2)** as soon as is reasonably practicable after the settlement date.
- (5) Each certificate must state that it is issued under this section.
- (6) The Registrar-General must, as soon as is reasonably practicable after receiving a certificate issued under **subsection (1)**,—
 - (a) register the certificate against each computer register identified in the certificate; and
 - (b) remove any memorial recorded under an enactment listed in **section 18(2)** from each computer register identified in the certificate, but only in respect of each allotment described in the certificate.
- (7) The Registrar-General must, as soon as is reasonably practicable after receiving a certificate issued under **subsection (2)**, remove any memorial recorded under an enactment listed in **section 18(2)** from each computer register identified in the certificate.

Subpart 4—Other matters

20 Rule against perpetuities does not apply

- (1) The rule against perpetuities and the provisions of the Perpetuities Act 1964 do not—
- (a) prescribe or restrict the period during which—
 - (i) the Toa Rangatira Trust may exist in law; or
 - (ii) the trustee of the Toa Rangatira Trust, in its capacity as trustee, may hold or deal with property (including income derived from property); or
 - (b) apply to a document entered into to give effect to the deed of settlement if the application of that rule or the provisions of that Act would otherwise make the document, or a right conferred by the document, invalid or ineffective.
- (2) However, if the Toa Rangatira Trust is, or becomes, a charitable trust, the application (if any) of the rule against perpetuities or of any provision of the Perpetuities Act 1964 to that trust must be determined under the general law.

21 Access to deed of settlement

The chief executive of the Ministry of Justice must make copies of the deed of settlement available—

- (a) for inspection free of charge, and for purchase at a reasonable price, at the head office of the Ministry of Justice in Wellington between 9 am and 5 pm on any working day; and
- (b) free of charge on an Internet site maintained by or on behalf of the Ministry of Justice.

22 Provisions of other Acts that have same effect

If a provision in **Parts 7 to 9** has the same effect as a provision in 1 or both of **Parts 1 to 3** and **Parts 4 to 6**, the provisions must be given effect to only once as if they were 1 provision.

23 Amendment to Fisheries (South Island Customary Fishing) Regulations 1999

- (1) This section amends the Fisheries (South Island Customary Fishing) Regulations 1999.

- (2) In regulation 2(1), definition of **tangata whenua**, replace paragraph (b)(v) with:
“(v) Te Runanga o Toa Rangatira Incorporated; or”.

Part 8 Cultural redress

Subpart 1—Statutory acknowledgement and deeds of recognition

Statutory acknowledgement

24 Interpretation

- (1) In **Parts 7 to 9**, **statutory acknowledgement** means the acknowledgement made by the Crown in **section 25** in respect of each statutory area, on the terms set out in this subpart.

- (2) In this subpart,—

coastal statutory area means a statutory area described in **Schedule 1** under the heading “Coastal statutory areas”

relevant consent authority, for a statutory area, means a consent authority of a region or district that contains, or is adjacent to, the statutory area

statements of association means the statements—

- (a) made by Ngati Toa Rangatira of their particular cultural, spiritual, historical, and traditional association with the statutory areas (except the coastal statutory areas); and
(b) that are in the form set out in part 2.1 of the documents schedule of the deed of settlement

statements of coastal values means the statements—

- (a) made by Ngati Toa Rangatira of their particular values relating to the coastal statutory areas; and
(b) that are in the form set out in part 2.2 of the documents schedule of the deed of settlement

statutory area means an area described in **Schedule 1**, with the general location (but not the precise boundaries) indicated on the deed plan referred to in relation to the area.

25 Statutory acknowledgement by the Crown

The Crown acknowledges the statements of association and the statements of coastal values.

26 Purposes of statutory acknowledgement

The only purposes of the statutory acknowledgement are—

- (a) to require relevant consent authorities, the Environment Court, and the Historic Places Trust to have regard to the statutory acknowledgement, as provided for in **sections 27 to 29**; and
- (b) to require relevant consent authorities to provide summaries of resource consent applications, or copies of notices of resource consent applications, to the trustee of the Toa Rangatira Trust, as provided for in **section 31**; and
- (c) to enable the trustee of the Toa Rangatira Trust and members of Ngati Toa Rangatira to cite the statutory acknowledgement as evidence of the association of Ngati Toa Rangatira with a statutory area, as provided for in **section 32**.

27 Relevant consent authorities to have regard to statutory acknowledgement

- (1) On and from the effective date, a relevant consent authority must have regard to the statutory acknowledgement relating to a statutory area in deciding, under section 95E of the Resource Management Act 1991, whether the trustee of the Toa Rangatira Trust is an affected person in relation to an activity within, adjacent to, or directly affecting the statutory area and for which an application for a resource consent has been made.
- (2) **Subsection (1)** does not limit the obligations of a relevant consent authority under the Resource Management Act 1991.

28 Environment Court to have regard to statutory acknowledgement

- (1) On and from the effective date, the Environment Court must have regard to the statutory acknowledgement relating to a statutory area in deciding, under section 274 of the Resource Management Act 1991, whether the trustee of the Toa Ran-

gatira Trust is a person who has an interest in proceedings that is greater than the interest that the general public has in respect of an application for a resource consent for activities within, adjacent to, or directly affecting the statutory area.

- (2) **Subsection (1)** does not limit the obligations of the Environment Court under the Resource Management Act 1991.

29 Historic Places Trust and Environment Court to have regard to statutory acknowledgement

- (1) This section applies if, on or after the effective date, an application is made under section 11 or 12 of the Historic Places Act 1993 for an authority to destroy, damage, or modify an archaeological site within a statutory area.
- (2) The Historic Places Trust must have regard to the statutory acknowledgement relating to a statutory area in exercising its powers under section 14 of the Historic Places Act 1993 in relation to the application, including in determining whether the trustee of the Toa Rangatira Trust is directly affected by an extension of time.
- (3) The Environment Court must have regard to the statutory acknowledgement relating to a statutory area in determining under section 20 of the Historic Places Act 1993 an appeal against a decision of the Historic Places Trust in relation to the application, including in determining whether the trustee of the Toa Rangatira Trust is directly affected by the decision.
- (4) In this section, **archaeological site** has the meaning given by section 2 of the Historic Places Act 1993.

30 Recording statutory acknowledgement on statutory plans

- (1) On and from the effective date, each relevant consent authority must attach information recording the statutory acknowledgement to all statutory plans that wholly or partly cover a statutory area.
- (2) The information attached to a statutory plan must include—
- (a) the relevant provisions of **sections 24 to 33** in full; and
 - (b) the descriptions of the statutory areas wholly or partly covered by the plan; and

- (c) any statements of association or statements of coastal values for the statutory areas.
- (3) The attachment of information to a statutory plan under this section is for the purpose of public information only and, unless adopted by the relevant consent authority as part of the statutory plan, the information is not—
 - (a) part of the statutory plan; or
 - (b) subject to the provisions of Schedule 1 of the Resource Management Act 1991.

31 Provision of summaries or notices of certain applications to trustee

- (1) Each relevant consent authority must, for a period of 20 years starting on the effective date, provide the following to the trustee of the Toa Rangatira Trust for each resource consent application for an activity within, adjacent to, or directly affecting a statutory area:
 - (a) if the application is received by the consent authority, a summary of the application; or
 - (b) if notice of the application is served on the consent authority under section 145(10) of the Resource Management Act 1991, a copy of the notice.
- (2) The information provided in a summary of an application must be the same as would be given to an affected person by limited notification under section 95B of the Resource Management Act 1991, or as may be agreed between the trustee of the Toa Rangatira Trust and the relevant consent authority.
- (3) A summary of an application must be provided under **subsection (1)(a)**—
 - (a) as soon as is reasonably practicable after the consent authority receives the application; but
 - (b) before the consent authority decides under section 95 of the Resource Management Act 1991 whether to notify the application.
- (4) A copy of a notice of an application must be provided under **subsection (1)(b)** no later than 10 working days after the day on which the consent authority receives the notice.

- (5) This section does not affect a relevant consent authority's obligation,—
- (a) under section 95 of the Resource Management Act 1991, to decide whether to notify an application, and to notify the application if it decides to do so; or
 - (b) under section 95E of that Act, to decide whether the trustee of the Toa Rangatira Trust is an affected person in relation to an activity.

32 Use of statutory acknowledgement

- (1) The trustee of the Toa Rangatira Trust and any member of Ngati Toa Rangatira may, as evidence of the association of Ngati Toa Rangatira with a statutory area, cite the statutory acknowledgement that relates to that area in submissions to, and in proceedings before, a relevant consent authority, the Environmental Protection Authority or a board of inquiry under Part 6AA of the Resource Management Act 1991, the Environment Court, or the Historic Places Trust concerning activities within, adjacent to, or directly affecting the statutory area.
- (2) The content of a statement of association or statement of coastal values is not, by virtue of the statutory acknowledgement, binding as fact on—
- (a) relevant consent authorities:
 - (b) the Environmental Protection Authority or a board of inquiry under Part 6AA of the Resource Management Act 1991:
 - (c) the Environment Court:
 - (d) the Historic Places Trust:
 - (e) parties to proceedings before those bodies:
 - (f) any other person who is entitled to participate in those proceedings.
- (3) However, the bodies and persons specified in **subsection (2)** may take the statutory acknowledgement into account.
- (4) To avoid doubt,—
- (a) neither the trustee of the Toa Rangatira Trust nor members of Ngati Toa Rangatira are precluded from stating that Ngati Toa Rangatira has an association with a statutory area that is not described in the statutory acknowledgement; and

- (b) the content and existence of the statutory acknowledgement do not limit any statement made.

33 Trustee may waive rights

- (1) The trustee of the Toa Rangatira Trust may waive the right to be provided with summaries, and copies of notices, of resource consent applications under **section 31** in relation to a statutory area.
- (2) The trustee may waive the right to have a relevant consent authority, the Environment Court, or the Historic Places Trust have regard to the statutory acknowledgement under **sections 27 to 29** in relation to a coastal statutory area.
- (3) Rights must be waived by written notice to the relevant consent authority, the Environment Court, or the Historic Places Trust stating—
 - (a) the scope of the waiver; and
 - (b) the period for which it applies.
- (4) An obligation under this subpart does not apply to the extent that the corresponding right has been waived under this section.

Deeds of recognition

34 Issue and amendment of deeds of recognition

- (1) Deeds of recognition must be issued to the trustee of the Toa Rangatira Trust in respect of each statutory area indicated in the third column in **Schedule 1**.
- (2) The Minister of Conservation and the Director-General must issue a deed of recognition for the relevant statutory areas administered by the Department of Conservation.
- (3) The Commissioner of Crown Lands must issue a deed of recognition for the relevant statutory areas administered by the Commissioner.
- (4) A deed of recognition must be issued in the form set out in part 3 of the documents schedule of the deed of settlement.
- (5) The person or people who issue a deed of recognition may amend the deed, but only with the written consent of the trustee.

*General provisions***35 Application to river or stream**

- (1) If any part of the statutory acknowledgement applies to a river or stream (including a tributary), that part of the acknowledgement—
- (a) applies only to—
 - (i) the continuously or intermittently flowing body of fresh water, including a modified watercourse, that comprises the river or stream; and
 - (ii) the bed of the river or stream, meaning the land that the waters of the river or stream cover at its fullest flow without flowing over its banks; but
 - (b) does not apply to—
 - (i) a part of the bed of the river or stream that is not owned by the Crown; or
 - (ii) an artificial watercourse.
- (2) If any part of a deed of recognition applies to a river or stream (including a tributary), that part of the deed—
- (a) applies only to the bed of the river or stream, meaning the land that the waters of the river or stream cover at its fullest flow without flowing over its banks; but
 - (b) does not apply to—
 - (i) a part of the bed of the river or stream that is not owned and managed by the Crown; or
 - (ii) the bed of an artificial watercourse.

36 Exercise of powers and performance of functions and duties

- (1) The statutory acknowledgement and the deeds of recognition do not affect, and must not be taken into account by, a person exercising a power or performing a function or duty under legislation or a bylaw.
- (2) A person, in considering a matter or making a decision or recommendation under legislation or a bylaw, must not give greater or lesser weight to the association of Ngati Toa Rangatira with a statutory area than that person would give if there were no statutory acknowledgement or deed of recognition for the statutory area.

- (3) **Subsection (2)** does not limit **subsection (1)**.
- (4) This section is subject to—
 - (a) the other provisions of this subpart; and
 - (b) any obligation imposed on the Minister of Conservation, the Director-General, or the Commissioner of Crown Lands by a deed of recognition.

37 Rights not affected

- (1) The statutory acknowledgement and the deeds of recognition do not affect the lawful rights or interests of a person who is not a party to the deed of settlement.
- (2) This section is subject to the other provisions of this subpart.

38 Limitation of rights

- (1) The statutory acknowledgement and the deeds of recognition do not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, a statutory area.
- (2) This section is subject to the other provisions of this subpart.

*Consequential amendment to Resource
Management Act 1991*

39 Amendment to Resource Management Act 1991

- (1) This section amends the Resource Management Act 1991.
- (2) In Schedule 11, insert in its appropriate alphabetical order “**Parts 7 to 9 of the Te Tau Ihu Claims Settlement Act 2012**”.

Subpart 2—Nga paihau

40 Interpretation

- (1) In **Parts 7 to 9**, **nga paihau** means the application of this subpart to each nga paihau site.
- (2) In this subpart,—

Conservation Board means a board established under section 6L of the Conservation Act 1987

iwi values, for each nga paihau site, means the values stated by Ngati Toa Rangatira in their statements of iwi values

New Zealand Conservation Authority means the authority established by section 6A of the Conservation Act 1987

nga paihau site—

- (a) means a site that is declared under **section 41** to be subject to the nga paihau; but
- (b) does not include an area that is declared under **section 55(1)** to no longer be subject to the nga paihau

protection principles, for a nga paihau site, means the protection principles set out for the site in paragraph 4 of part 1 of the documents schedule of the deed of settlement, including any amendments made to the principles under **section 44(3)**

specified actions, for a nga paihau site, means the actions set out for the site in paragraph 5 of part 1 of the documents schedule of the deed of settlement

statements of iwi values, for each nga paihau site, means the statements—

- (a) made by Ngati Toa Rangatira of their values relating to their cultural, spiritual, historical, and traditional association with the nga paihau site; and
- (b) that are in the form set out in paragraph 3 of part 1 of the documents schedule of the deed of settlement.

41 Declaration of nga paihau

Each site described in **Schedule 2** is declared to be subject to the nga paihau.

42 Acknowledgement by the Crown of statements of iwi values

The Crown acknowledges the statements of iwi values in relation to the nga paihau sites.

43 Purposes of nga paihau

The only purposes of the nga paihau are—

- (a) to require the New Zealand Conservation Authority and relevant Conservation Boards to have particular regard to the statements of iwi values, the protection principles, and the views of the trustee of the Toa Rangatira Trust, as provided for in **sections 45 and 46**; and

- (b) to require the New Zealand Conservation Authority to give the trustee of the Toa Rangatira Trust an opportunity to make submissions, as provided for in **section 47**; and
- (c) to enable the taking of action under **sections 48 to 53**.

44 Agreement on protection principles

- (1) The trustee of the Toa Rangatira Trust and the Minister of Conservation may agree on and publicise protection principles that are intended to prevent—
 - (a) harm to the iwi values in relation to a nga paihau site; or
 - (b) the diminishing of the iwi values in relation to a nga paihau site.
- (2) The protection principles set out in paragraph 4.1 of part 1 of the documents schedule of the deed of settlement are to be treated as having been agreed by the trustee of the Toa Rangatira Trust and the Minister of Conservation.
- (3) The trustee of the Toa Rangatira Trust and the Minister of Conservation may agree in writing to any amendments to the protection principles.

45 New Zealand Conservation Authority and Conservation Boards to have particular regard to certain matters

When the New Zealand Conservation Authority or a Conservation Board considers or approves a conservation management strategy, conservation management plan, or national park management plan in relation to a nga paihau site, it must have particular regard to—

- (a) the statements of iwi values for the site; and
- (b) the protection principles for the site.

46 New Zealand Conservation Authority and Conservation Boards to consult trustee

Before approving a conservation management strategy, conservation management plan, or national park management plan in relation to a nga paihau site, the New Zealand Conservation Authority or a Conservation Board must—

- (a) consult the trustee of the Toa Rangatira Trust; and

- (b) have particular regard to the views of the trustee of the Toa Rangatira Trust as to the effect of the strategy or plan on—
 - (i) the iwi values for the site; and
 - (ii) the protection principles for the site.

47 Conservation management strategy

If the trustee of the Toa Rangatira Trust advises the New Zealand Conservation Authority in writing that it has significant concerns about a draft conservation management strategy in relation to a nga paihau site, the New Zealand Conservation Authority must, before approving the strategy, give the trustee an opportunity to make submissions in relation to those concerns.

48 Noting of nga paihau

- (1) The application of the nga paihau to a nga paihau site must be noted in any conservation management strategy, conservation management plan, or national park management plan affecting the site.
- (2) The noting of the nga paihau under **subsection (1)**—
 - (a) is for the purpose of public notice only; and
 - (b) is not an amendment to the strategy or plan for the purposes of section 171 of the Conservation Act 1987 or section 46 of the National Parks Act 1980.

49 Notification in Gazette

- (1) The Minister of Conservation must notify the following in the *Gazette*:
 - (a) the application of the nga paihau to each nga paihau site, as soon as practicable after the settlement date; and
 - (b) the protection principles for each nga paihau site, as soon as practicable after the settlement date; and
 - (c) any amendment to the protection principles agreed under **section 44(3)**, as soon as practicable after the amendment has been agreed in writing.
- (2) The Director-General may notify in the *Gazette* any action (including any specified action) taken or intended to be taken under **section 50 or 51**.

50 Actions by Director-General

- (1) The Director-General must take action in relation to the protection principles that relate to a nga paihau site, including the specified actions.
- (2) The Director-General retains complete discretion to determine the method and extent of the action to be taken.
- (3) The Director-General must notify the trustee of the Toa Rangitira Trust in writing of any action intended to be taken.

51 Amendment to strategy or plan

- (1) The Director-General may initiate an amendment to a conservation management strategy, conservation management plan, or national park management plan to incorporate objectives relating to the protection principles that relate to a nga paihau site.
- (2) The Director-General must consult any relevant Conservation Board before initiating an amendment under **subsection (1)**.
- (3) An amendment initiated under **subsection (1)** is an amendment for the purposes of section 171(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.

52 Regulations

The Governor-General may, by Order in Council made on the recommendation of the Minister of Conservation, make regulations for 1 or more of the following purposes:

- (a) to provide for the implementation of objectives included in a strategy or plan under **section 51(1)**;
- (b) to regulate or prohibit activities or conduct by members of the public in relation to a nga paihau site;
- (c) to create offences for breaching any regulations made under **paragraph (b)**;
- (d) to provide for the following fines to be imposed:
 - (i) for an offence referred to in **paragraph (c)**, a fine not exceeding \$5,000; and
 - (ii) for a continuing offence, an additional amount not exceeding \$50 for every day during which the offence continues.

53 Bylaws

The Minister of Conservation may make bylaws for 1 or more of the following purposes:

- (a) to provide for the implementation of objectives included in a strategy or plan under **section 51(1)**;
- (b) to regulate or prohibit activities or conduct by members of the public in relation to a nga paihau site;
- (c) to create offences for breaching any bylaws made under **paragraph (b)**;
- (d) to provide for the following fines to be imposed:
 - (i) for an offence referred to in **paragraph (c)**, a fine not exceeding \$1,000; and
 - (ii) for a continuing offence, an additional amount not exceeding \$50 for every day during which the offence continues.

54 Existing classification of nga paihau sites

- (1) This section applies if the nga paihau applies to any land in—
 - (a) a national park under the National Parks Act 1980; or
 - (b) a conservation area under the Conservation Act 1987; or
 - (c) a reserve under the Reserves Act 1977.
- (2) The nga paihau does not affect—
 - (a) the purpose of the national park, conservation area, or reserve; or
 - (b) the classification of the land as a national park, conservation area, or reserve.

55 Termination of nga paihau

- (1) The Governor-General may, by Order in Council made on the recommendation of the Minister of Conservation, declare that all or part of a nga paihau site is no longer subject to the nga paihau.
- (2) The Minister of Conservation must not make a recommendation for the purposes of **subsection (1)** unless—
 - (a) the trustee of the Toa Rangatira Trust and the Minister of Conservation have agreed in writing that the nga paihau is no longer appropriate for the relevant area; or

- (b) the relevant area is to be, or has been, disposed of by the Crown; or
 - (c) the responsibility for managing the relevant area is to be, or has been, transferred to another Minister of the Crown or to the Commissioner of Crown Lands.
- (3) **Subsection (4)** applies if—
- (a) **subsection (2)(c)** applies; or
 - (b) there is a change in the statutory management regime that applies to all or part of the nga paihau site.
- (4) The Crown must take reasonable steps to ensure that the trustee of the Toa Rangatira Trust continues to have input into the management of the relevant area.

56 Exercise of powers and performance of functions and duties

- (1) The nga paihau does not affect, and must not be taken into account by, a person exercising a power or performing a function or duty under legislation or a bylaw.
- (2) A person, in considering a matter or making a decision or recommendation under legislation or a bylaw, must not give greater or lesser weight to the iwi values that relate to a nga paihau site than that person would give if the site were not subject to the nga paihau.
- (3) **Subsection (2)** does not limit **subsection (1)**.
- (4) This section is subject to the other provisions of this subpart.

57 Rights not affected

- (1) The nga paihau does not affect the lawful rights or interests of a person who is not a party to the deed of settlement.
- (2) This section is subject to the other provisions of this subpart.

58 Limitation of rights

- (1) The nga paihau does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, a nga paihau site.
- (2) This section is subject to the other provisions of this subpart.

Subpart 3—Vesting of cultural redress
properties**59 Interpretation**

In **Parts 7 to 9**, unless the context requires another meaning,—

cultural redress property means each of the following sites, and each site means the land described by that name in **Schedule 3**:

Sites that vest in fee simple

- (a) Rarangi (Ngati Toa Rangatira):
- (b) Akatarawa Road conservation area:
- (c) former Tuamarina school house:
- (d) Rangihaeata:
- (e) Pelorus Bridge:
- (f) Titahi Bay Road site A:
- (g) Titahi Bay Road site B:

Sites that vest in fee simple subject to conservation covenants

- (h) Waikutakuta / Robin Hood Bay:
- (i) Elaine Bay:

Sites that vest in fee simple to be administered as reserves

- (j) Whitianga site:
- (k) Te Mana a Kupe:
- (l) Taputeranga Island:
- (m) Onehunga Bay:
- (n) Wainui:
- (o) Te Onepoto Bay:
- (p) Te Arai o Wairau:
- (q) Pukatea / Whites Bay:
- (r) Horahora-kākahu:
- (s) Tokomaru / Mount Robertson:

Sites that vest in fee simple to be held as Maori reservations

- (t) Taupo urupa:
- (u) Whitireia urupa

jointly vested site means each of the following sites:

- (a) Pukatea / Whites Bay:
- (b) Horahora-kākahu:
- (c) Tokomaru / Mount Robertson

reserve site means each of the 10 sites in **paragraphs (j) to (s)** of the definition of cultural redress property.

Sites that vest in fee simple

60 Rarangi (Ngati Toa Rangatira)

- (1) Rarangi (Ngati Toa Rangatira) ceases to be a conservation area under the Conservation Act 1987.
- (2) The fee simple estate in Rarangi (Ngati Toa Rangatira) then vests in the trustee of the Toa Rangatira Trust.

61 Akatarawa Road conservation area

- (1) Akatarawa Road conservation area ceases to be a conservation area under the Conservation Act 1987.
- (2) The fee simple estate in Akatarawa Road conservation area then vests in the trustee of the Toa Rangatira Trust.

62 Former Tuamarina school house

The fee simple estate in the former Tuamarina school house vests in the trustee of the Toa Rangatira Trust.

63 Rangihaeata

- (1) Rangihaeata ceases to be a conservation area under the Conservation Act 1987.
- (2) The fee simple estate in Rangihaeata then vests in the trustee of the Toa Rangatira Trust.

64 Pelorus Bridge

- (1) The reservation of Pelorus Bridge (being part of Pelorus Bridge Recreation Reserve) as a recreation reserve subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Pelorus Bridge then vests in the trustee of the Toa Rangatira Trust.

65 Titahi Bay Road site A

The fee simple estate in Titahi Bay Road site A vests in the trustee of the Toa Rangatira Trust.

66 Titahi Bay Road site B

(1) The fee simple estate in Titahi Bay Road site B vests in the trustee of the Toa Rangatira Trust.

(2) **Subsection (1)** does not take effect until the trustee of the Toa Rangatira Trust has provided Porirua City Council with—

(a) a registrable easement in gross for the following rights on the terms and conditions set out in part 4.6 of the documents schedule of the deed of settlement:

(i) a right to drain sewage over the areas shown as B, D, G, H, J, K, M, N, and O on SO 446371:

(ii) a right to drain stormwater and water over the areas shown as A, B, F, H, I, K, L, N, Q, and R on SO 446371:

(iii) a right to convey water over the area shown as P on SO 446371; and

(b) a registrable easement for a right of way and a right to park over the areas shown as C, D, and E on SO 446371 in favour of Section 99 Block 1 Belmont Survey District on the terms and conditions set out in part 4.5 of the documents schedule of the deed of settlement.

*Sites that vest in fee simple subject to
conservation covenant*

67 Waikutakuta / Robin Hood Bay

(1) The reservation of Waikutakuta / Robin Hood Bay (being part of Robin Hood Bay Recreation Reserve) as a recreation reserve subject to the Reserves Act 1977 is revoked.

(2) The fee simple estate in Waikutakuta / Robin Hood Bay then vests in the trustee of the Toa Rangatira Trust.

(3) **Subsections (1) and (2)** do not take effect until the trustee of the Toa Rangatira Trust has provided the Crown with a registrable covenant in relation to Waikutakuta / Robin Hood Bay on the terms and conditions set out in part 4.1 of the documents schedule of the deed of settlement.

- (4) The covenant is to be treated as a conservation covenant for the purposes of—
- (a) section 77 of the Reserves Act 1977; and
 - (b) section 27 of the Conservation Act 1987.

68 Elaine Bay

- (1) The reservation of Elaine Bay as a scenic reserve subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Elaine Bay then vests in the trustee of the Toa Rangatira Trust.
- (3) **Subsections (1) and (2)** do not take effect until the trustee of the Toa Rangatira Trust has provided the Crown with a registrable covenant in relation to Elaine Bay on the terms and conditions set out in part 4.2 of the documents schedule of the deed of settlement.
- (4) The covenant is to be treated as a conservation covenant for the purposes of—
 - (a) section 77 of the Reserves Act 1977; and
 - (b) section 27 of the Conservation Act 1987.

*Sites that vest in fee simple to be administered
as reserves*

69 Whitianga site

- (1) Any part of the Whitianga site that is a conservation area under the Conservation Act 1987 ceases to be a conservation area.
- (2) The fee simple estate in the Whitianga site then vests in the trustee of the Toa Rangatira Trust.
- (3) The Whitianga site is then declared a reserve and classified as a historic reserve subject to section 18 of the Reserves Act 1977.
- (4) The reserve is named Whitianga Historic Reserve.
- (5) **Subsections (1) to (4)** do not take effect until the trustee of the Toa Rangatira Trust has provided Porirua City Council with a registrable easement in gross for a right to drain sewage over the area shown as A on SO 446636, and a right to drain stormwater over the areas shown as B and C on SO 446636, on the terms and conditions set out in part 4.7 of the documents schedule of the deed of settlement.

- (6) The easement—
- (a) is enforceable in accordance with its terms, despite the provisions of the Reserves Act 1977; and
 - (b) is to be treated as having been granted in accordance with that Act.

70 Te Mana a Kupe

- (1) The reservation of Te Mana a Kupe (being part of Mana Island Scientific Reserve) as a scientific reserve subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Te Mana a Kupe then vests in the trustee of the Toa Rangatira Trust.
- (3) Te Mana a Kupe is then declared a reserve and classified as a scientific reserve subject to section 21 of the Reserves Act 1977.
- (4) The reserve is named Te Mana a Kupe Scientific Reserve.
- (5) Despite the vesting under **subsection (2)** or any subsequent transfer of reserve land under **section 92**,—
 - (a) the Reserves Act 1977 applies to the reserve as if the reserve were vested in the Crown; and
 - (b) any interest that affects the reserve land applies as if the reserve were vested in the Crown.
- (6) To avoid doubt, as a result of **subsection (5)**,—
 - (a) the reserve is not vested in, or managed and controlled by, an administering body; and
 - (b) the Crown administers, controls, and manages the reserve.
- (7) However, the Crown must not grant a lease over any part of the reserve.
- (8) **Subsection (9)** applies to all, or only the part, of Te Mana a Kupe that remains a reserve under the Reserves Act 1977 after the site has vested under **subsection (2)** (the reserve land).
- (9) Any interest in land that affects the reserve land must be dealt with for the purposes of registration as if the Crown were the registered proprietor of the reserve land.
- (10) **Subsection (9)** continues to apply despite any subsequent transfer of the reserve land under **section 92**.

- (11) Any improvements in or on Te Mana a Kupe do not vest in the trustee of the Toa Rangatira Trust, despite the vesting under **subsection (2)**.

71 Taputeranga Island

- (1) Any part of Taputeranga Island that is still subject to section 3 or 4 of the Wellington City Empowering and Amendment Act 1927 ceases to be—
- (a) subject to those sections; and
 - (b) held for the purposes specified in those sections.
- (2) The fee simple estate in Taputeranga Island then vests in the Crown as Crown land subject to the Land Act 1948.
- (3) The fee simple estate in Taputeranga Island then vests in the trustee of the Toa Rangatira Trust.
- (4) Taputeranga Island is then declared a reserve and classified as a historic reserve subject to section 18 of the Reserves Act 1977.
- (5) The reserve is named Taputeranga Island Historic Reserve.
- (6) Wellington City Council is the administering body of the reserve, and the Reserves Act 1977 applies to the reserve, as if the reserve were vested in the Council under section 26 of that Act.
- (7) **Subsection (6)** continues to apply despite any subsequent transfer under **section 93**.

72 Onehunga Bay

- (1) The reservation of Onehunga Bay (being part of Whitireia Recreation Reserve) as a recreation reserve subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Onehunga Bay then vests in the trustee of the Toa Rangatira Trust.
- (3) Onehunga Bay is then declared a reserve and classified as a historic reserve subject to section 18 of the Reserves Act 1977.
- (4) The reserve is named Onehunga Bay Historic Reserve.
- (5) To avoid doubt, the joint board established by **section 150(1)** is the administering body of the reserve, as provided by **section 151**, but subject to **section 156**.

- (6) **Subsections (1) to (5)** do not take effect until the trustee of the Toa Rangatira Trust has provided the Crown with a registrable easement for a right to convey water over the area shown as A on SO 446704 in favour of Section 4 SO 446704 on the terms and conditions set out in part 4.8 of the documents schedule of the deed of settlement.
- (7) The easement—
- (a) is enforceable in accordance with its terms, despite the provisions of the Reserves Act 1977; and
 - (b) is to be treated as having been granted in accordance with that Act.

73 Wainui

- (1) The reservation of Wainui as a recreation reserve subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Wainui then vests in the trustee of the Toa Rangatira Trust.
- (3) Wainui is then declared a reserve and classified as a recreation reserve subject to section 17 of the Reserves Act 1977.
- (4) The reserve is named Wainui ki Paekakariki Recreation Reserve.
- (5) Any improvements in or on Wainui do not vest in the trustee of the Toa Rangatira Trust, despite the vesting under **subsection (2)**.

74 Te Onepoto Bay

- (1) The reservation of Te Onepoto Bay (being part of Whitireia Recreation Reserve) as a recreation reserve subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Te Onepoto Bay then vests in the trustee of the Toa Rangatira Trust.
- (3) Te Onepoto Bay is then declared a reserve and classified as a recreation reserve subject to section 17 of the Reserves Act 1977.
- (4) The reserve is named Te Onepoto Recreation Reserve.
- (5) To avoid doubt, the joint board established by **section 150(1)** is the administering body of the reserve, as provided by **section 151**, but subject to **section 156**.

75 Te Arai o Wairau

- (1) The road comprising Te Arai o Wairau is stopped.
- (2) Section 345(3) of the Local Government Act 1974 does not apply to the stopping of the road.
- (3) The fee simple estate in Te Arai o Wairau then vests in the Crown as Crown land subject to the Land Act 1948.
- (4) The fee simple estate in Te Arai o Wairau then vests in the trustee of the Toa Rangatira Trust.
- (5) Te Arai o Wairau is then declared a reserve and classified as a historic reserve subject to section 18 of the Reserves Act 1977.
- (6) The reserve is named Te Arai o Wairau Historic Reserve.
- (7) **Subsections (1) to (6)** do not take effect until the trustee of the Toa Rangatira Trust has provided Marlborough District Council with a registrable easement in gross for a right to place a monument over the area shown as A on SO 446375 on the terms and conditions set out in part 4.9 of the documents schedule of the deed of settlement.
- (8) The easement—
 - (a) is enforceable in accordance with its terms, despite the provisions of the Reserves Act 1977; and
 - (b) is to be treated as having been granted in accordance with that Act.

76 Pukatea / Whites Bay

- (1) The reservation of Pukatea / Whites Bay (being part of Whites Bay Recreation Reserve) as a recreation reserve subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Pukatea / Whites Bay then vests as undivided third shares in the specified groups of trustees as tenants in common, as follows:
 - (a) a share vests in the trustee of the Toa Rangatira Trust under this paragraph; and
 - (b) a share vests in the trustees of the Rangitāne o Wairau Settlement Trust under **section 96(2)(a) of Parts 1 to 3**; and
 - (c) a share vests in the trustees of the Ngāti Rārua Settlement Trust under **section 114(2)(a) of Parts 4 to 6**.

- (3) Pukatea / Whites Bay is then declared a reserve and classified as a recreation reserve subject to section 17 of the Reserves Act 1977.
- (4) The reserve is named Pukatea / Whites Bay Recreation Reserve.
- (5) The joint management body established by **section 89(1)** is the administering body of the reserve, and the Reserves Act 1977 applies to the reserve, as if the reserve were vested in the body (as if in trustees) under section 26 of that Act.
- (6) **Subsection (5)** continues to apply despite any subsequent transfer under **section 95**.

77 Horahora-kākahu

- (1) The reservation of Horahora-kākahu (being Horahora-kakahu Historic Reserve) as a historic reserve subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Horahora-kākahu then vests as undivided third shares in the specified groups of trustees as tenants in common, as follows:
 - (a) a share vests in the trustee of the Toa Rangatira Trust under this paragraph; and
 - (b) a share vests in the trustees of the Rangitāne o Wairau Settlement Trust under **section 97(2)(a) of Parts 1 to 3**; and
 - (c) a share vests in the trustees of the Ngāti Rārua Settlement Trust under **section 115(2)(a) of Parts 4 to 6**.
- (3) Horahora-kākahu is then declared a reserve and classified as a historic reserve subject to section 18 of the Reserves Act 1977.
- (4) The reserve is named Horahora-kākahu Historic Reserve.
- (5) The joint management body established by **section 89(1)** is the administering body of the reserve, and the Reserves Act 1977 applies to the reserve, as if the reserve were vested in the body (as if in trustees) under section 26 of that Act.
- (6) **Subsection (5)** continues to apply despite any subsequent transfer under **section 95**.
- (7) The historic monument at Horahora-kākahu does not vest in any of the trustees, despite the vestings referred to in **subsection (2)**.

78 Tokomaru / Mount Robertson

- (1) The reservation of Tokomaru / Mount Robertson (being part of Robertson Range Scenic Reserve) as a scenic reserve subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Tokomaru / Mount Robertson then vests as undivided half shares in the specified groups of trustees as tenants in common, as follows:
 - (a) a share vests in the trustee of the Toa Rangatira Trust under this paragraph; and
 - (b) a share vests in the trustees of the Ngāti Rārua Settlement Trust under **section 116(2)(a) of Parts 4 to 6**.
- (3) Tokomaru / Mount Robertson is then declared a reserve and classified as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act 1977.
- (4) The reserve is named Tokomaru / Mount Robertson Scenic Reserve.
- (5) The joint management body established by **section 90(1)** is the administering body of the reserve, and the Reserves Act 1977 applies to the reserve, as if the reserve were vested in the body (as if in trustees) under section 26 of that Act.
- (6) **Subsection (5)** continues to apply despite any subsequent transfer under **section 95**.
- (7) **Subsections (1) to (6)** do not take effect until the trustees of the Ngāti Rārua Settlement Trust and the trustee of the Toa Rangatira Trust have provided the Crown with a registrable right of way easement in gross over the area shown as A on SO 426595 on the terms and conditions set out in part 4.3 of the documents schedule of the deed of settlement.
- (8) The easement—
 - (a) is enforceable in accordance with its terms, despite the provisions of the Reserves Act 1977; and
 - (b) is to be treated as having been granted in accordance with that Act.

*Sites that vest in fee simple to be held as Maori
reservations*

79 Taupo urupa

- (1) The reservation of the Taupo urupa as a local purpose reserve subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in the Taupo urupa then vests in the Crown as Crown land subject to the Land Act 1948.
- (3) The fee simple estate in the Taupo urupa then vests in the trustee of the Toa Rangatira Trust.
- (4) The Taupo urupa is then set apart as a Maori reservation, as if it were set apart under section 338(1) of Te Ture Whenua Maori Act 1993,—
 - (a) for the purposes of a burial ground; and
 - (b) to be held for the benefit of Ngati Toa Rangatira.
- (5) The Taupo urupa is not rateable under the Local Government (Rating) Act 2002, except under section 9 of that Act.

80 Whitiireia urupa

- (1) The reservation of the Whitiireia urupa (being part of Whitiireia Recreation Reserve) as a recreation reserve subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in the Whitiireia urupa then vests in the trustee of the Toa Rangatira Trust.
- (3) The Whitiireia urupa is then set apart as a Maori reservation, as if it were set apart under section 338(1) of Te Ture Whenua Maori Act 1993,—
 - (a) for the purposes of a burial ground; and
 - (b) to be held for the benefit of Ngati Toa Rangatira.
- (4) The Whitiireia urupa is not rateable under the Local Government (Rating) Act 2002, except under section 9 of that Act.

Subpart 4—General provisions relating to
vesting of cultural redress properties

General provisions

- 81 Properties are subject to, or benefit from, interests**
Each cultural redress property vested in the trustee of the Toa Rangatira Trust under **subpart 3** is subject to, or benefits from, any interests listed for the property in **Schedule 3**.
- 82 Interests in land for certain reserve sites**
- (1) This section applies to Taputeranga Island or a jointly vested site while the site has an administering body that is treated as if the site were vested in it.
 - (2) This section applies to all, or only the part, of the site that remains a reserve under the Reserves Act 1977 (the **reserve land**).
 - (3) If the reserve site is affected by an interest listed for the property in **Schedule 3** that is an interest in land, the interest applies as if the administering body were the grantor, or the grantee, of the interest in respect of the reserve land.
 - (4) Any interest in land that affects the reserve land must be dealt with for the purposes of registration as if the administering body were the registered proprietor of the reserve land.
 - (5) However, **subsections (3) and (4)** do not affect the registration of the easement referred to in **section 78(6)**.
 - (6) **Subsections (3) and (4)** continue to apply despite any subsequent transfer of the reserve land under **section 93 or 95**.
- 83 Interests that are not interests in land**
- (1) This section applies if a cultural redress property is subject to an interest listed for the property in **Schedule 3** that is not an interest in land and for which there is a grantor, whether or not the interest also applies to land outside the property.
 - (2) The interest applies as if the owners of the cultural redress property were the grantor of the interest in respect of the property, except to the extent that **subsection (3)** applies.
 - (3) If all or part of the cultural redress property is reserve land to which **section 82** applies, the interest applies as if the ad-

ministering body of the reserve land were the grantor of the interest in respect of the reserve land.

- (4) The interest applies—
- (a) until the interest expires or is terminated, but any subsequent transfer of the cultural redress property must be ignored in determining whether the interest expires or is or may be terminated; and
 - (b) with any other necessary modifications; and
 - (c) despite any change in status of the land in the property.

84 Registration of ownership

- (1) This section applies in relation to the fee simple estate in a cultural redress property vested in the trustee of the Toa Rangatira Trust under **subpart 3**.
- (2) To the extent that a cultural redress property (other than the former Tuamarina school house, Taputeranga Island, or a jointly vested site) is all of the land contained in a computer freehold register, the Registrar-General must, on written application by an authorised person,—
- (a) register the trustee of the Toa Rangatira Trust as the proprietor of the fee simple estate in the land; and
 - (b) record anything in the register, and do anything else, that is necessary to give effect to this Part and to part 5 of the deed of settlement.
- (3) To the extent that **subsection (2)** does not apply to a cultural redress property (other than a jointly vested site), or in the case of the former Tuamarina school house or Taputeranga Island, the Registrar-General must, in accordance with a written application by an authorised person,—
- (a) create 1 or more computer freehold registers for the fee simple estate in the property in the name of the trustee of the Toa Rangatira Trust; and
 - (b) record on the relevant registers any interests that are registered, notified, or notifiable and that are described in the application.
- (4) For a jointly vested site, the Registrar-General must, in accordance with written applications by an authorised person,—
- (a) create 1 or more computer freehold registers for an undivided equal share of the fee simple estate in the prop-

- erty in the name of the trustee of the Toa Rangatira Trust (in whom the share is vested under **subpart 3**); and
- (b) record on the relevant registers any interests that are registered, notified, or notifiable and that are described in the applications.
- (5) **Subsections (3) and (4)** are subject to the completion of any survey necessary to create a computer freehold register.
 - (6) A computer freehold register must be created under this section as soon as is reasonably practicable after the settlement date, but no later than—
 - (a) 24 months after the settlement date; or
 - (b) any later date that may be agreed in writing by the Crown and the trustee of the Toa Rangatira Trust.
 - (7) In this section, **authorised person** means a person authorised by—
 - (a) the chief executive of the Ministry of Justice, for the following properties:
 - (i) the former Tuamarina school house;
 - (ii) Titahi Bay Road site A;
 - (iii) Titahi Bay Road site B;
 - (iv) Taputeranga Island;
 - (v) Te Arai o Wairau;
 - (vi) the Taupo urupa;
 - (b) the Director-General, for all other properties.

85 Application of Part 4A of Conservation Act 1987

- (1) The vesting of the fee simple estate in a cultural redress property in the trustee of the Toa Rangatira Trust under **subpart 3** is a disposition for the purposes of Part 4A of the Conservation Act 1987, but sections 24(2A), 24A, and 24AA of that Act do not apply to the disposition.
- (2) Despite **subsection (1)**, the rest of section 24 of the Conservation Act 1987 does not apply to the vesting of a reserve site in the trustee of the Toa Rangatira Trust under **subpart 3**.
- (3) If the reservation, under **subpart 3**, of a reserve site is revoked in relation to all or part of the site, then the vesting of the site in the trustee of the Toa Rangatira Trust under **subpart 3** is no longer exempt from the rest of section 24 of the Conservation

Act 1987 in relation to all or that part of the site (as the case may be).

86 Recording application of Part 4A of Conservation Act 1987 and sections of this Act

- (1) The Registrar-General must record on any computer freehold register for the Whitianga site, Wainui, or Te Arai o Wairau—
 - (a) that the land is subject to Part 4A of the Conservation Act 1987, but that section 24 of that Act does not apply; and
 - (b) that the land is subject to **sections 85(3) and 91 of Parts 7 to 9.**
- (2) The Registrar-General must record on any computer freehold register for Te Mana a Kupe—
 - (a) that the land is subject to Part 4A of the Conservation Act 1987, but that section 24 of that Act does not apply; and
 - (b) that the land is subject to **sections 70(9), 85(3), and 92 of Parts 7 to 9.**
- (3) The Registrar-General must record on any computer freehold register for Taputeranga Island—
 - (a) that the land is subject to Part 4A of the Conservation Act 1987, but that section 24 of that Act does not apply; and
 - (b) that the land is subject to **sections 82(4), 85(3), and 93 of Parts 7 to 9.**
- (4) The Registrar-General must record on any computer freehold register for Onehunga Bay or Te Onepoto Bay—
 - (a) that the land is subject to Part 4A of the Conservation Act 1987, but that section 24 of that Act does not apply; and
 - (b) that the land is subject to **sections 85(3) and 94 of Parts 7 to 9.**
- (5) The Registrar-General must record on any computer freehold register created under **section 84** for a jointly vested site—
 - (a) that the land is subject to Part 4A of the Conservation Act 1987, but that section 24 of that Act does not apply; and

- (b) that the land is subject to **sections 82(4), 85(3), and 95 of Parts 7 to 9.**
- (6) The Registrar-General must record on any computer freehold register for any other cultural redress property that the land is subject to Part 4A of the Conservation Act 1987.
- (7) A notification made under any of **subsections (1) to (6)** that land is subject to Part 4A of the Conservation Act 1987 is to be treated as having been made in compliance with section 24D(1) of that Act.
- (8) For a reserve site other than a jointly vested site, if the reservation of the site under **subpart 3** is revoked in relation to—
 - (a) all of the site, then the Director-General must apply in writing to the Registrar-General to remove from any computer freehold register for the site—
 - (i) the notification that section 24 of the Conservation Act 1987 does not apply to the site; and
 - (ii) the notifications that the site is subject to **section 70(9) or 82(4)** (if either applies), **section 85(3)**, and **section 91, 92, 93, or 94** (whichever applies) of **Parts 7 to 9**; or
 - (b) part of the site, then the Registrar-General must ensure that the notifications referred to in **paragraph (a)** remain only on any computer freehold register for the part of the site that remains a reserve.
- (9) For a jointly vested site, if the reservation of the site under **subpart 3** is revoked in relation to—
 - (a) all of the site, then the Director-General must apply in writing to the Registrar-General to remove from any computer freehold register created under **section 84** for the site—
 - (i) the notification that section 24 of the Conservation Act 1987 does not apply to the site; and
 - (ii) the notification that the site is subject to **sections 82(4), 85(3), and 95 of Parts 7 to 9**; or
 - (b) part of the site, then the Registrar-General must ensure that the notifications referred to in **paragraph (a)** remain only on any computer freehold register, created under **section 84** or derived from a computer freehold

register created under **section 84**, for the part of the site that remains a reserve.

- (10) The Registrar-General must comply with an application received in accordance with **subsection (5)(a) or (6)(a)**.

87 Application of other enactments

- (1) Sections 24 and 25 of the Reserves Act 1977 do not apply to the revocation, under **subpart 3**, of the reserve status of a cultural redress property.
- (2) Section 11 and Part 10 of the Resource Management Act 1991 do not apply to—
- (a) the vesting of the fee simple estate in a cultural redress property under **subpart 3**; or
 - (b) any matter incidental to, or required for the purpose of, the vesting.
- (3) The vesting of the fee simple estate in a cultural redress property under **subpart 3** does not—
- (a) limit section 10 or 11 of the Crown Minerals Act 1991; or
 - (b) affect other rights to subsurface minerals.
- (4) The permission of a council under section 348 of the Local Government Act 1974 is not required for laying out, forming, granting, or reserving a private road, private way, or right of way required to fulfil the terms of the deed of settlement in relation to a cultural redress property.

Provisions relating to reserve sites

88 Application of Reserves Act 1977 to reserve sites

- (1) The trustee of the Toa Rangatira Trust is the administering body of a reserve site, except as provided by **sections 70(6), 71(6), 76(5), 77(5), 78(5), and 151(1)**.
- (2) Sections 48A, 114, and 115 of the Reserves Act 1977 apply to a reserve site, despite sections 48A(6), 114(5), and 115(6) of that Act.
- (3) Sections 78(1)(a), 79 to 81, and 88 of the Reserves Act 1977 do not apply in relation to a reserve site.
- (4) If the reservation, under **subpart 3**, of a reserve site is revoked under section 24 of the Reserves Act 1977 in relation to all or

part of the site, section 25 (except subsection (2)) of that Act does not apply to the revocation.

89 Joint management body for Pukatea / Whites Bay and Horahora-kākahu

- (1) A joint management body is established for Pukatea / Whites Bay and Horahora-kākahu.
- (2) Each of the following 3 groups of trustees may appoint 2 members to the joint management body:
 - (a) the trustee of the Toa Rangatira Trust; and
 - (b) the trustees of the Rangitāne o Wairau Settlement Trust; and
 - (c) the trustees of the Ngāti Rārua Settlement Trust.
- (3) An appointer may appoint a member only by giving a written notice with the following details to the 1 or more other appointers:
 - (a) the member's full name, address, and other contact details; and
 - (b) the date on which the appointment takes effect, which must be no earlier than the date of the notice.
- (4) An appointment ends after 5 years or when the appointer replaces the member by appointing another member (whichever comes first).
- (5) A member may be appointed, reappointed, or discharged at the discretion of the appointer.
- (6) Sections 32 to 34 of the Reserves Act 1977 apply to the joint management body as if it were a Board.
- (7) **Subsection (6)** applies subject to **subsections (8) and (9)**.
- (8) The first meeting of the body must be held no later than 2 months after the settlement date.
- (9) If the 3 groups of trustees referred to in **subsection (2)** agree to adopt alternative provisions about meetings of the body,—
 - (a) those provisions apply; and
 - (b) section 32 of the Reserves Act 1977 does not apply.

90 Joint management body for Tokomaru / Mount Robertson

- (1) A joint management body is established for Tokomaru / Mount Robertson.

- (2) Each of the following 2 groups of trustees may appoint 2 members to the joint management body:
 - (a) the trustee of the Toa Rangatira Trust; and
 - (b) the trustees of the Ngāti Rārua Settlement Trust.
- (3) An appointer may appoint a member only by giving a written notice with the following details to the 1 or more other appointers:
 - (a) the member's full name, address, and other contact details; and
 - (b) the date on which the appointment takes effect, which must be no earlier than the date of the notice.
- (4) An appointment ends after 5 years or when the appointer replaces the member by appointing another member (whichever comes first).
- (5) A member may be appointed, reappointed, or discharged at the discretion of the appointer.
- (6) Sections 32 to 34 of the Reserves Act 1977 apply to the joint management body as if it were a Board.
- (7) **Subsection (6)** applies subject to **subsections (8) and (9)**.
- (8) The first meeting of the body must be held no later than 2 months after the settlement date.
- (9) If the 2 groups of trustees referred to in **subsection (2)** agree to adopt alternative provisions about meetings of the body,—
 - (a) those provisions apply; and
 - (b) section 32 of the Reserves Act 1977 does not apply.

91 Subsequent transfer of Whitianga site, Wainui, or Te Arai o Wairau

- (1) This section applies to each of the following reserve sites:
 - (a) Whitianga site;
 - (b) Wainui;
 - (c) Te Arai o Wairau.
- (2) This section applies to all, or only the part, of the reserve site that remains a reserve under the Reserves Act 1977 after the site has vested in the trustee of the Toa Rangatira Trust under **subpart 3** (the reserve land).

- (3) The fee simple estate in the reserve land may be transferred to any other person only in accordance with this section, despite any other enactment or rule of law.
- (4) The Minister of Conservation must give written consent to the transfer of the fee simple estate in the reserve land to another person or persons (the **new owners**) if, upon written application, the registered proprietors of the reserve land satisfy the Minister that the new owners are able to—
 - (a) comply with the requirements of the Reserves Act 1977; and
 - (b) perform the duties of an administering body under that Act.
- (5) The Registrar-General must, upon receiving the documents specified in **subsection (6)**, register the new owners as the proprietors of the fee simple estate in the reserve land.
- (6) The documents are—
 - (a) a transfer instrument to transfer the fee simple estate in the reserve land to the new owners, including a notification that the new owners are to hold the reserve land for the same reserve purposes as it was held by the administering body immediately before the transfer; and
 - (b) the written consent of the Minister of Conservation to the transfer of the reserve land; and
 - (c) any other document required for registration of the transfer instrument.
- (7) The new owners, from the time of registration under **subsection (5)**,—
 - (a) are the administering body of the reserve land; and
 - (b) hold the reserve land for the same reserve purposes as it was held by the administering body immediately before the transfer.
- (8) However, **subsections (3) to (7)** do not apply to the transfer of the fee simple estate in the reserve land if—
 - (a) the transferors of the reserve land are or were the trustees of a trust; and
 - (b) the transferees are the trustees of the same trust, after any new trustee has been appointed to the trust or any transferor has ceased to be a trustee of the trust; and

- (c) the instrument to transfer the reserve land is accompanied by a certificate given by the transferees, or the transferees' solicitor, verifying that **paragraphs (a) and (b)** apply.

92 Subsequent transfer of Te Mana a Kupe

- (1) This section applies to all, or only the part, of Te Mana a Kupe that remains a reserve under the Reserves Act 1977 after the site has vested in the trustee of the Toa Rangatira Trust under **section 70(2)** (the **reserve land**).
- (2) The fee simple estate in the reserve land may be transferred to any other person only in accordance with this section, despite any other enactment or rule of law.
- (3) The registered proprietors of the reserve land must give written notice to the Director-General before the transfer—
 - (a) stating that the reserve land is to be transferred; and
 - (b) specifying the person or persons to whom the land is to be transferred (the **new owners**); and
 - (c) specifying the date on which the land is to be transferred.
- (4) The Registrar-General must, upon receiving the documents specified in **subsection (5)**, register the new owners as the proprietors of the fee simple estate in the reserve land.
- (5) The documents are—
 - (a) a transfer instrument to transfer the fee simple estate in the reserve land to the new owners; and
 - (b) a copy of the written notice given to the Director-General; and
 - (c) any other document required for registration of the transfer instrument.
- (6) However, **subsections (2) to (5)** do not apply to the transfer of the fee simple estate in the reserve land if—
 - (a) the transferors of the reserve land are or were the trustees of a trust; and
 - (b) the transferees are the trustees of the same trust, after any new trustee has been appointed to the trust or any transferor has ceased to be a trustee of the trust; and

- (c) the instrument to transfer the reserve land is accompanied by a certificate given by the transferees, or the transferees' solicitor, verifying that **paragraphs (a) and (b)** apply.

93 Subsequent transfer of Taputeranga Island

- (1) This section applies to all, or only the part, of Taputeranga Island that remains a reserve under the Reserves Act 1977 after the site has vested in the trustee of the Toa Rangatira Trust under **section 71(3)** (the reserve land).
- (2) The fee simple estate in the reserve land may be transferred only to a Ngati Toa entity and only in accordance with this section, despite any other enactment or rule of law.
- (3) The Minister of Conservation must give written consent to the transfer of the fee simple estate in the reserve land to the Ngati Toa entity (the new owners) if the registered proprietors of the reserve land,—
 - (a) upon written application, satisfy the Minister that the new owners are able to—
 - (i) comply with the requirements of the Reserves Act 1977; and
 - (ii) perform the duties of an administering body under that Act; and
 - (b) provide to the Minister a certificate given by the registered proprietors, or the registered proprietors' solicitor, verifying that the new owners are a Ngati Toa entity.
- (4) The Registrar-General must, upon receiving the documents specified in **subsection (5)**, register the new owners as the proprietors of the fee simple estate in the reserve land.
- (5) The documents are—
 - (a) a transfer instrument to transfer the fee simple estate in the reserve land to the new owners; and
 - (b) the written consent of the Minister of Conservation to the transfer of the reserve land; and
 - (c) any other document required for registration of the transfer instrument.
- (6) However, **subsections (2) to (5)** do not apply to the transfer of the fee simple estate in the reserve land if—

- (a) the transferors of the reserve land are or were the trustees of a trust; and
 - (b) the transferees are the trustees of the same trust, after any new trustee has been appointed to the trust or any transferor has ceased to be a trustee of the trust; and
 - (c) the instrument to transfer the reserve land is accompanied by a certificate given by the transferees, or the transferees' solicitor, verifying that **paragraphs (a) and (b)** apply.
- (7) In this section, **Ngati Toa entity** means any person or persons (including any trustees) to whom the fee simple estate in Tauputeranga Island may transfer in accordance with the constitutional documents of the registered proprietors of that estate.

94 Subsequent transfer of Onehunga Bay or Te Onepoto Bay

- (1) This section applies to Onehunga Bay or Te Onepoto Bay.
- (2) This section applies to all, or only the part, of the reserve site that remains a reserve under the Reserves Act 1977 after the site has vested in the trustee of the Toa Rangatira Trust under **subpart 3 (the reserve land)**.
- (3) Despite any other enactment or rule of law, the fee simple estate in the reserve land may be—
 - (a) transferred to a Ngati Toa entity only if the Minister of Conservation provides consent under **subsection (4)**;
 - (b) transferred to any other person only if the Minister of Conservation provides consent under **subsection (5)**.
- (4) The Minister of Conservation must give written consent to a transfer to a Ngati Toa entity (the **new owners**) if the registered proprietors of the reserve land,—
 - (a) upon written application, satisfy the Minister that the new owners are able to—
 - (i) comply with the requirements of the Reserves Act 1977; and
 - (ii) perform the duties of an administering body under that Act; and
 - (b) provide to the Minister a certificate given by the registered proprietors, or the registered proprietors' solicitor, verifying that the new owners are a Ngati Toa entity.

- (5) The Minister of Conservation must give written consent to a transfer to any other person (the **new owners**) if the registered proprietors of the reserve land, upon written application, satisfy the Minister that the new owners are able to—
 - (a) comply with the requirements of the Reserves Act 1977; and
 - (b) perform the duties of an administering body under that Act.
- (6) The Registrar-General must, upon receiving the documents specified in **subsection (7)**, register the new owners as the proprietors of the fee simple estate in the reserve land.
- (7) The documents are—
 - (a) either,—
 - (i) if the transfer is to a Ngati Toa entity and the joint board (as defined by **section 149**) is still the administering body of the reserve land, a transfer instrument to transfer the fee simple estate in the reserve land to the new owners; or
 - (ii) in any other case, a transfer instrument to transfer the fee simple estate in the reserve land to the new owners, including a notification that the new owners are to hold the reserve land for the same reserve purposes as it was held by the administering body immediately before the transfer; and
 - (b) the written consent of the Minister of Conservation to the transfer of the reserve land under **subsection (4) or (5)** (whichever applies); and
 - (c) any other document required for registration of the transfer instrument.
- (8) If the reserve land transfers as described in **subsection (7)(a)(ii)**, from the time of registration of the transfer, the new owners—
 - (a) are the administering body of the reserve land; and
 - (b) hold the reserve land for the same reserve purposes as it was held by the administering body immediately before the transfer.
- (9) If the reserve land transfers as described in **subsection (7)(a)(i) or (10)** and while the joint board is still the admin-

istering body, the joint board remains the administering body under **section 151**, despite the transfer.

- (10) However, **subsections (3) to (8)** do not apply to the transfer of the fee simple estate in the reserve land if—
- (a) the transferors of the reserve land are or were the trustees of a trust; and
 - (b) the transferees are the trustees of the same trust, after any new trustee has been appointed to the trust or any transferor has ceased to be a trustee of the trust; and
 - (c) the instrument to transfer the reserve land is accompanied by a certificate given by the transferees, or the transferees' solicitor, verifying that **paragraphs (a) and (b)** apply.
- (11) In this section, **Ngati Toa entity** means any person or persons (including any trustees) to whom the fee simple estate in the reserve site may transfer in accordance with the constitutional documents of the registered proprietors of that estate.

95 Subsequent transfer of jointly vested sites

- (1) This section applies to all, or only the part, of a jointly vested site that remains a reserve under the Reserves Act 1977 after the site has vested in any trustees under **subpart 3 of this Part, subpart 5 of Part 2 of Parts 1 to 3, or subpart 5 of Part 5 of Parts 4 to 6** (the reserve land).
- (2) The fee simple estate in the reserve land may be transferred only if—
- (a) the transferors of the reserve land are or were the trustees of a trust; and
 - (b) the transferees are the trustees of the same trust, after any new trustee has been appointed to the trust or any transferor has ceased to be a trustee of the trust; and
 - (c) the instrument to transfer the reserve land is accompanied by a certificate given by the transferees, or the transferees' solicitor, verifying that **paragraphs (a) and (b)** apply.

96 No mortgage of reserve land

- (1) This section applies to all, or only the part, of a reserve site that remains a reserve under the Reserves Act 1977 after the

site has vested in any trustees under **subpart 3** (the **reserve land**).

- (2) The owners of the reserve land must not mortgage, or give a security interest in, all or part of the land.

97 Saving of bylaws, etc, in relation to reserve sites

- (1) This section applies to any bylaw, or any prohibition or restriction on use or access, that an administering body or the Minister of Conservation has made or imposed under the Reserves Act 1977 or the Conservation Act 1987 in relation to a reserve site before the site vests in any trustees under **subpart 3**.
- (2) The bylaw, prohibition, or restriction remains in force until it expires or is revoked under the Reserves Act 1977 or the Conservation Act 1987.

98 Names of Crown protected areas and reserve sites

- (1) **Subsection (2)** applies to the land, or the part of the land, in a cultural redress property that, immediately before the settlement date, was all or part of a Crown protected area.
- (2) The official geographic name of the Crown protected area is discontinued in respect of the land, or the part of the land, and the Board must amend the Gazetteer accordingly.
- (3) A reserve site is not a Crown protected area, despite anything in the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008.
- (4) A reserve site must not have a name assigned to it, or have its name changed, under section 16(10) of the Reserves Act 1977 without the written consent of the owners of the site, and section 16(10A) of that Act does not apply to the proposed change.
- (5) In this section, **Board**, **Crown protected area**, **Gazetteer**, and **official geographic name** have the meanings given by section 4 of the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008.

*Repeal and amendment***99 Consequential repeal of certain sections of Wellington City Empowering and Amendment Act 1927**

- (1) This section amends the Wellington City Empowering and Amendment Act 1927.
- (2) Repeal sections 2 to 4.

Subpart 5—Geographic names

100 Interpretation

In this subpart,—

New Zealand Geographic Board has the meaning given to Board by section 4 of the NZGB Act

NZGB Act means the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008

official geographic name has the meaning given by section 4 of the NZGB Act.

101 New names of features

- (1) A name specified in the first column of the table in clause 5.49.1 of the deed of settlement is assigned to the feature described in the second and third columns of the table.
- (2) A name specified in the first column of the table in clause 5.49.2 or 5.49.3 of the deed of settlement for the feature described in the third and fourth columns of the table is altered to the name specified in the second column of the table.
- (3) Each assignment or alteration is to be treated as if it were an assignment or alteration of the official geographic name by a determination of the New Zealand Geographic Board, under section 19 of the NZGB Act, that takes effect on the settlement date.

102 Publication of new names

- (1) The New Zealand Geographic Board must, as soon as practicable after the settlement date, give public notice of each assignment or alteration of a name under **section 101** in accordance with section 21(2) and (3) of the NZGB Act.

- (2) However, the notices must state that the assignments and alterations took effect on the settlement date.

103 Alteration of new names

- (1) The New Zealand Geographic Board need not comply with the requirements of sections 16, 17, 18, 19(1), and 20 of the NZGB Act in making a determination to alter the official geographic name of a feature named by this subpart.
- (2) Instead, the Board may make the determination as long as it has the written consent of the following trustees:
- (a) for the name of a feature in the North Island (being those specified in the table in clause 5.49.1 or 5.49.2 of the deed of settlement), the trustee of the Toa Rangatira Trust; or
 - (b) for any other name,—
 - (i) the trustee of the Toa Rangatira Trust; and
 - (ii) the trustees of the related settlement trusts.
- (3) To avoid doubt, the Board must give public notice of the determination in accordance with section 21(2) and (3) of the NZGB Act.

Subpart 6—Delayed vesting and gifting back
of balance of Mana Island

104 Interpretation

In this subpart,—

balance of Mana Island means 212.46 hectares, approximately, being Parts Mana Island Block XI Paekakariki Survey District and being balance *Gazette* notice 966075.1 (as shown on SO 445976) and also being part of Mana Island Scientific Reserve

vesting date has the meaning given by **section 105(4)**.

105 Notice appointing vesting date for balance of Mana Island

- (1) The trustee of the Toa Rangatira Trust may give written notice to the Minister of Conservation of the date on which the balance of Mana Island is to vest in the trustee.
- (2) The proposed date must be no later than 31 December 2024.

- (3) The trustee must give the Minister of Conservation at least 40 working days' notice of the proposed date.
- (4) The **vesting date** is—
 - (a) the date proposed by the trustee in accordance with **subsections (1) to (3)**; or
 - (b) 31 December 2024, if no such date is proposed.
- (5) The Minister of Conservation must publish a notice in the *Gazette*—
 - (a) specifying the vesting date; and
 - (b) stating that the fee simple estate in the balance of Mana Island vests in the trustee of the Toa Rangatira Trust on the vesting date.
- (6) The notice must be published as early as practicable before the vesting date.

106 Delayed vesting and gifting back of balance of Mana Island

- (1) The fee simple estate in the balance of Mana Island vests in the trustee of the Toa Rangatira Trust on the vesting date.
- (2) On the tenth day after the vesting date, the fee simple estate in the balance of Mana Island vests in the Crown as a gift back to the Crown by the trustee for the people of New Zealand.
- (3) Despite the vestings,—
 - (a) the balance of Mana Island remains a reserve under the Reserves Act 1977, and that Act continues to apply to the site, as if the vestings had not occurred; and
 - (b) any other enactment or any instrument that applied to the balance of Mana Island immediately before the vesting date continues to apply to it as if the vestings had not occurred; and
 - (c) any interest that affected the balance of Mana Island immediately before the vesting date continues to affect it as if the vestings had not occurred; and
 - (d) to the extent that the statutory acknowledgement or a deed of recognition applied to the balance of Mana Island immediately before the vesting date, it continues to apply to the site as if the vestings had not occurred; and

- (e) the Crown retains all liability for the balance of Mana Island as if the vestings had not occurred.
- (4) The vestings are not affected by Part 4A of the Conservation Act 1987, section 11 and Part 10 of the Resource Management Act 1991, or any other enactment.

Subpart 7—Kapiti Island redress

107 Interpretation

- (1) In this subpart, each of the following sites means the land described by that name in **Schedule 4**:
 - (a) Kapiti Island site;
 - (b) Kapiti Island North Nature Reserve site;
 - (c) Kapiti Island North Nature Reserve balance site;
 - (d) Kapiti Island Nature Reserve site.
- (2) In this subpart, **Kapiti Island reserve site** means each of the following:
 - (a) the Kapiti Island North Nature Reserve site;
 - (b) the Kapiti Island Nature Reserve site and any other land set apart as a reserve for the preservation of native flora and fauna by *Gazette* 1973, p 1381.

Kapiti Island site

108 Kapiti Island site

- (1) The Kapiti Island site is declared a reserve subject to the Reserves Act 1977.
- (2) The reservation of the Kapiti Island site as a reserve subject to the Reserves Act 1977 is then revoked.
- (3) The fee simple estate in the Kapiti Island site then vests in the trustee of the Toa Rangatira Trust, despite section 2 of the Kapiti Island Public Reserve Act 1897.
- (4) **Subsections (1) to (3)** do not take effect until the trustee of the Toa Rangatira Trust has provided the Crown with a registrable covenant in relation to the Kapiti Island site on the terms and conditions set out in part 4.4 of the documents schedule of the deed of settlement.
- (5) The covenant is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act 1977.

- (6) The Kapiti Island site vests under **subsection (3)** free of any interests except as provided by this subpart or another enactment.

109 Right of access over reserves to Kapiti Island site

- (1) The trustee of the Toa Rangatira Trust, and any person authorised by the trustee, may access the Kapiti Island site across—
- (a) the part of the Kapiti Island North Nature Reserve site shown as B and in red (subject to survey) on the plan entitled “Right of access to Kapiti Island site” in the attachments to the deed of settlement; and
 - (b) any land that adjoins the part of the site referred to in **paragraph (a)** and that is deemed to form part of the reserve in that site under section 20(3) of the Reserves Act 1977; and
 - (c) the part of the Kapiti Island Nature Reserve site shown as A and in black (subject to survey) on the plan entitled “Right of access to Kapiti Island site” in the attachments to the deed of settlement.
- (2) A person exercising the right of access—
- (a) may do so by vehicle or by foot; and
 - (b) may perform minor clearance of vegetation on the land referred to in **subsection (1)** to allow the right to be exercised; and
 - (c) must observe any reasonable conditions imposed by the Director-General, including conditions relating to the management of biosecurity or fire risk; and
 - (d) must not interfere with any person who is in a reserve under an authority granted under the Reserves Act 1977.
- (3) The right of access may be exercised despite section 20(2)(c) of the Reserves Act 1977.

110 Registration of ownership of Kapiti Island site

- (1) The Registrar-General must, in accordance with an application by an authorised person,—
- (a) create a computer freehold register for the fee simple estate in the Kapiti Island site in the name of the trustee of the Toa Rangatira Trust; and
 - (b) record on the computer freehold register that the land—

- (i) is subject to Part 4A of the Conservation Act 1987; and
 - (ii) has the benefit of **section 106 of Parts 7 to 9**; and
 - (iii) is subject to section 2 of the Kapiti Island Public Reserve Act 1897; and
 - (iv) has the benefit of **section 111(5) of Parts 7 to 9**; and
- (c) record on the computer freehold register any other interests that are registered, notified, or notifiable and that are described in the application.
- (2) **Subsection (1)** is subject to the completion of any survey necessary to create a computer freehold register.
- (3) A notification made under **subsection (1)(b)(i)** that land is subject to Part 4A of the Conservation Act 1987 is to be treated as having been made in compliance with section 24D(1) of that Act.
- (4) A computer freehold register must be created under this section as soon as is reasonably practicable after the settlement date, but no later than—
- (a) 24 months after the settlement date; or
 - (b) any later date that may be agreed in writing by the Crown and the trustee of the Toa Rangatira Trust.
- (5) In this section, **authorised person** means a person authorised by the Director-General.

111 Application of enactments to Kapiti Island site

- (1) The vesting of the fee simple estate in the Kapiti Island site in the trustee of the Toa Rangatira Trust under **section 105(3)** is a disposition for the purposes of Part 4A of the Conservation Act 1987, but sections 24(2A), 24A, and 24AA of that Act do not apply to the disposition.
- (2) Sections 24 and 25 of the Reserves Act 1977 do not apply to the revocation of the reserve status of the Kapiti Island site under **section 105(2)**.
- (3) Section 11 and Part 10 of the Resource Management Act 1991 do not apply to—

- (a) the vesting of the fee simple estate in the Kapiti Island site in the trustee of the Toa Rangatira Trust under **section 105(3)**; or
 - (b) any matter incidental to, or required for the purpose of, the vesting.
- (4) The vesting referred to in **subsection (3)(a)** does not—
- (a) limit section 10 or 11 of the Crown Minerals Act 1991; or
 - (b) affect other rights to subsurface minerals.
- (5) The fee simple estate in the Kapiti Island site may be transferred despite section 2 of the Kapiti Island Public Reserve Act 1897 if—
- (a) the transferees are the trustees of the Toa Rangatira Trust after any new trustee has been appointed or any transferor has ceased to be a trustee; and
 - (b) the instrument to transfer the site is accompanied by a certificate given by the trustees of the Toa Rangatira Trust, or the trustees' solicitor, verifying that **paragraph (a)** applies.

Kapiti Island North Nature Reserve site

112 Kapiti Island North Nature Reserve site

- (1) The Kapiti Island North Nature Reserve site is declared a reserve and classified as a nature reserve subject to section 20 of the Reserves Act 1977.
- (2) The reserve is named Kapiti Island North Nature Reserve.
- (3) The fee simple estate in the Kapiti Island North Nature Reserve site then vests in the trustee of the Toa Rangatira Trust to be held as if held under section 26(2) of the Reserves Act 1977, despite section 2 of the Kapiti Island Public Reserve Act 1897.
- (4) Despite the vesting under **subsection (3)**,—
 - (a) the Reserves Act 1977 continues to apply to Kapiti Island North Nature Reserve as if the reserve remained vested in the Crown; and
 - (b) any interest listed for the Kapiti Island North Nature Reserve site in **Schedule 4** continues to apply as if the reserve remained vested in the Crown.

- (5) Despite any subsequent transfer under **section 114(5)**,—
 - (a) the Reserves Act 1977 continues to apply to Kapiti Island North Nature Reserve as if the reserve remained vested in the Crown; and
 - (b) any interest that affected the Kapiti Island North Nature Reserve site immediately before the transfer continues to apply as if the reserve remained vested in the Crown.
- (6) To avoid doubt, as a result of **subsection (4)(a) or (5)(a)**,—
 - (a) the reserve is not vested in, or managed and controlled by, an administering body; and
 - (b) the Crown continues to administer, control, and manage the reserve.
- (7) However, the Crown must not grant a lease over any part of the reserve.
- (8) Any interest in land that affects the Kapiti Island North Nature Reserve site must be dealt with for the purposes of registration as if the Crown were the registered proprietor of the site.
- (9) **Subsection (8)** continues to apply despite any subsequent transfer under **section 114(5)**.
- (10) Any improvements in or on the Kapiti Island North Nature Reserve site do not vest in the trustee of the Toa Rangatira Trust, despite the vesting under **subsection (3)**.
- (11) The right of way easement created by a partition order made on 3 April 1963 (recorded in Otaki minute book volume 70 folio 52) and referred to in Maori Land Court order B444342.1 is cancelled.
- (12) The Registrar (as defined by section 4 of Te Ture Whenua Maori Act 1993) must note the cancellation of the easement.
- (13) The Registrar-General must remove any memorial relating to the cancelled easement from any relevant computer register.

113 Registration of ownership of Kapiti Island North Nature Reserve site

- (1) The Registrar-General must, in accordance with an application by an authorised person,—
 - (a) create a computer freehold register for the fee simple estate in the Kapiti Island North Nature Reserve site in the name of the trustee of the Toa Rangatira Trust; and

- (b) record on the computer freehold register that the land—
 - (i) is subject to **section 106, 112(8), and 114(4) of Parts 7 to 9**; and
 - (ii) is subject to section 2 of the Kapiti Island Public Reserve Act 1897; and
 - (iii) has the benefit of **section 114(5) of Parts 7 to 9**; and
 - (c) record on the computer freehold register any other interests that are registered, notified, or notifiable and that are described in the application.
- (2) **Subsection (1)** is subject to the completion of any survey necessary to create a computer freehold register.
 - (3) A computer freehold register must be created under this section as soon as is reasonably practicable after the settlement date, but no later than—
 - (a) 24 months after the settlement date; or
 - (b) any later date that may be agreed in writing by the Crown and the trustee of the Toa Rangatira Trust.
 - (4) In this section, **authorised person** means a person authorised by the Director-General.

114 Application of enactments to Kapiti Island North Nature Reserve site

- (1) The vesting of the fee simple estate in the Kapiti Island North Nature Reserve site in the trustee of the Toa Rangatira Trust under **section 112(3)** is a disposition for the purposes of Part 4A of the Conservation Act 1987, but sections 24, 24A, and 24AA of that Act do not apply to the disposition.
- (2) Section 11 and Part 10 of the Resource Management Act 1991 do not apply to—
 - (a) the vesting; or
 - (b) any matter incidental to, or required for the purpose of, the vesting.
- (3) The vesting does not—
 - (a) limit section 10 or 11 of the Crown Minerals Act 1991; or
 - (b) affect other rights to subsurface minerals.

- (4) The trustee of the Toa Rangatira Trust must not dispose of, or grant or create any legal or equitable right or interest over, the Kapiti Island North Nature Reserve site.
- (5) The fee simple estate in the Kapiti Island North Nature Reserve site (except any part that has been divested by notice in the *Gazette* under **section 116(2)**) may be transferred despite section 2 of the Kapiti Island Public Reserve Act 1897 and **subsection (4)** if—
 - (a) a tupuna has not become the registered proprietor of the site under **section 115**; and
 - (b) the transferees are the trustees of the Toa Rangatira Trust after any new trustee has been appointed or any transferor has ceased to be a trustee; and
 - (c) the instrument to transfer the site is accompanied by a certificate given by the trustees of the Toa Rangatira Trust, or the trustees' solicitor, verifying that **paragraph (b)** applies.

115 Change of named registered proprietor of Kapiti Island North Nature Reserve site

- (1) This section applies to the Kapiti Island North Nature Reserve site except any part that has been divested by notice in the *Gazette* under **section 116(2)** (the site).
- (2) The trustee of the Toa Rangatira Trust may, at any time while the trustee is the registered proprietor of the fee simple estate in the site, give a written notice to the Registrar-General specifying the name of a tupuna of Ngati Toa Rangatira who is to be the registered proprietor instead.
- (3) The Registrar-General must, as soon as is reasonably practicable after receiving a notice given in accordance with **subsection (2)**, register the fee simple estate in the site in the name of the tupuna instead of in the name of the trustee.
- (4) Section 74 of the Land Transfer Act 1952 does not apply in relation to the site.
- (5) Despite a tupuna becoming the registered proprietor under this section,—
 - (a) **section 112(8)** (which relates to registration of interests in land) continues to apply; and

- (b) the trustee retains all rights and obligations of the owner of the site that are not overridden by **section 112(4) to (6)** (which relates to the Crown's administration).

116 Trustee may divest all or part of Kapiti Island North Nature Reserve site

- (1) The trustee of the Toa Rangatira Trust may, at any time, give a written notice to the Minister of Conservation stating that the trustee no longer wishes to hold all, or a specified part, of the Kapiti Island North Nature Reserve site.
- (2) The Minister must, no later than 20 working days after receiving the notice,—
 - (a) publish a notice in the *Gazette* stating that the site, or the specified part of the site, is vested in the Crown (and is no longer held by the trustee as if held under section 26(2) of the Reserves Act 1977); and
 - (b) notify the Registrar-General of the notice in the *Gazette*.
- (3) The Registrar-General must do anything required to give effect to the notice published in the *Gazette*.

117 Vesting of Kapiti Island North Nature Reserve balance site

- (1) The Minister of Conservation may publish a notice in the *Gazette* in accordance with this section only if—
 - (a) enactments have settled all claims of Māori relating to Kapiti Island that are, or are founded on, any right and that arise from, or relate to, acts or omissions before 21 September 1992 by, or on behalf of, the Crown or by or under legislation; and
 - (b) any part of the Kapiti Island North Nature Reserve balance site remains vested in the Crown (the **balance land**).
- (2) The notice must state that the balance land becomes part of the Kapiti Island North Nature Reserve site in accordance with **section 117(3) of Parts 7 to 9**.
- (3) On and from the date of the notice,—

- (a) **section 112(1), (3), (4)(a), and (5) to (10)** apply to the balance land as if it were the Kapiti Island North Nature Reserve site; and
 - (b) the reserve created by the application of **section 112(1)** to the balance land is to be treated as if it were part of the Kapiti Island North Nature Reserve named by **section 112(2)**; and
 - (c) despite the vesting of the balance land by the application of **section 112(3)**, any interest that affected the balance land immediately before the vesting continues to apply as if the land remained vested in the Crown; and
 - (d) the following apply as if the balance land were included in the Kapiti Island North Nature Reserve site:
 - (i) **sections 114, 115, and 116**:
 - (ii) the definition of **Kapiti Island reserve site** in **section 107(2)** (and, therefore, the provisions that apply to a Kapiti Island reserve site):
 - (iii) the description of the nga paihau site referred to as Kapiti Island in **Schedule 2** (and, therefore, the nga paihau that applies to the site).
- (4) A replacement computer freehold register must be created under **section 113** as soon as is reasonably practicable after the date of the notice as if the balance land were included in the Kapiti Island North Nature Reserve site.
- (5) However, the computer freehold register must—
- (a) exclude any part of the Kapiti Island North Nature Reserve site that has been divested by notice in the *Gazette* under **section 116(2)**; and
 - (b) if notice specifying the name of a tupuna has been given in accordance with **section 115(2)**, be created in the name of the tupuna instead of in the name of the trustee of the Toa Rangatira Trust.

*Kapiti Island Nature Reserve site***118 Notice appointing vesting date for Kapiti Island Nature Reserve site**

- (1) The trustee of the Toa Rangatira Trust may give written notice to the Minister of Conservation of the date on which the Kapiti Island Nature Reserve site is to vest in the trustee.
- (2) The proposed date must be no later than 31 December 2024.
- (3) The trustee must give the Minister of Conservation at least 40 working days' notice of the proposed date.
- (4) The **vesting date** is—
 - (a) the date proposed by the trustee in accordance with **sub-sections (1) to (3)**; or
 - (b) 31 December 2024, if no such date is proposed.
- (5) The Minister of Conservation must publish a notice in the *Gazette*—
 - (a) specifying the vesting date; and
 - (b) stating that the fee simple estate in the Kapiti Island Nature Reserve site vests in the trustee of the Toa Rangatira Trust on the vesting date.
- (6) The notice must be published as early as practicable before the vesting date.

119 Delayed vesting and gifting back of Kapiti Island Nature Reserve site

- (1) The fee simple estate in the Kapiti Island Nature Reserve site vests in the trustee of the Toa Rangatira Trust on the vesting date.
- (2) On the tenth day after the vesting date, the fee simple estate in the Kapiti Island Nature Reserve site vests in the Crown as a gift back to the Crown by the trustee for the people of New Zealand in recognition of the mana of Ngati Toa Rangatira.
- (3) The vestings occur despite section 2 of the Kapiti Island Public Reserve Act 1897.
- (4) Despite the vestings,—
 - (a) the Kapiti Island Nature Reserve site remains a reserve under the Reserves Act 1977, and that Act continues to apply to the site, as if the vestings had not occurred; and

- (b) any other enactment or any instrument that applied to the Kapiti Island Nature Reserve site immediately before the vesting date continues to apply to it as if the vestings had not occurred; and
 - (c) any interest that affected the Kapiti Island Nature Reserve site immediately before the vesting date continues to affect it as if the vestings had not occurred; and
 - (d) to the extent that the nga paihau applies to the Kapiti Island Nature Reserve site immediately before the vesting date, it continues to apply to the site as if the vestings had not occurred; and
 - (e) the Crown retains all liability for the Kapiti Island Nature Reserve site as if the vestings had not occurred.
- (5) The vestings are not affected by Part 4A of the Conservation Act 1987, section 11 and Part 10 of the Resource Management Act 1991, or any other enactment.
- (6) In this section, **vesting date** has the meaning given by **section 118(4)**.

120 Recording right of access on register for Kapiti Island Nature Reserve site

- (1) This section applies in relation to a computer register that is—
 - (a) for the fee simple estate in all or part of the Kapiti Island Nature Reserve site; and
 - (b) in existence on the settlement date or created at any time after the settlement date.
- (2) The Registrar-General must record on the computer register that the site is subject to **section 106 of Parts 7 to 9**.

*Strategic advisory committee for Kapiti Island
reserve sites*

121 Strategic advisory committee established

A strategic advisory committee is established to perform functions in relation to the Kapiti Island reserve sites.

122 Appointment of members to strategic advisory committee

- (1) The strategic advisory committee consists of no more than 6 members.

- (2) The trustee of the Toa Rangatira Trust may appoint 2 members.
- (3) The Director-General may appoint 2 members.
- (4) The trustee of the Toa Rangatira Trust must appoint 1 of the members to be the chairperson.
- (5) The committee may start to perform its functions only after—
 - (a) each appointer under **subsections (2) and (3)** has appointed its 2 members; and
 - (b) the chairperson has been appointed.
- (6) An appointer may appoint a member only by giving a written notice with the following details to the 1 or more other appointers:
 - (a) the member's full name, address, and other contact details; and
 - (b) the date on which the appointment takes effect, which must be no earlier than the date of the notice.
- (7) The Director-General must also publish the notice for each appointment in the *Gazette*.
- (8) A member's appointment ends at the earliest of the following:
 - (a) 5 years after the start of the day of the appointment;
 - (b) when the appointer replaces the member by appointing another member;
 - (c) for an interim member appointed for an iwi under **section 123**, at the start of the day on which representatives of the iwi appoint a member of the committee under another enactment.
- (9) A member may be appointed, reappointed, or discharged at the discretion of the appointer.
- (10) In this section, **appointer** means—
 - (a) the trustee of the Toa Rangatira Trust; or
 - (b) the Director-General; or
 - (c) the Minister of Conservation, if he or she is entitled to appoint a member under **section 123**; or
 - (d) representatives of an iwi who become entitled to appoint a member under another enactment.

123 Interim members of strategic advisory committee

- (1) The Minister of Conservation may appoint no more than 2 other members (**interim members**) of the strategic advisory committee under **subsection (2)**.
- (2) An interim member may be appointed for an iwi only on and from the day on which the mandated representatives of the iwi accept a written offer from the Crown that, if enacted in accordance with the offer, would entitle representatives of the iwi to appoint a member of the committee.
- (3) An interim member is to be treated as a member of the committee, but only for the purposes of the committee performing its functions under **sections 132 to 144** (which relate to the conservation management plan for Kapiti Island reserve sites).
- (4) The appointment of an iwi's interim member ceases, and **subsection (2)** ceases to apply in respect of the iwi, at the start of the day on which representatives of the iwi appoint a member of the committee under another enactment.

124 Functions of strategic advisory committee

The functions of the strategic advisory committee are—

- (a) to provide advice under **section 127** on any conservation matter that affects a Kapiti Island reserve site:
- (b) to be consulted, and to provide advice, under **section 128** on annual planning for a Kapiti Island reserve site:
- (c) to provide advice under **section 129** in relation to the burial caves at Wharekohu Bay:
- (d) to be consulted, and to provide advice, under **section 130** on any conservation management strategy that affects a Kapiti Island reserve site:
- (e) to perform the functions under **sections 132 to 144** relating to the preparation and approval of the conservation management plan for the Kapiti Island reserve sites.

125 Procedure and meetings of strategic advisory committee

- (1) The strategic advisory committee must regulate its own procedure, subject to the rest of this section and to **section 126**.

- (2) The committee must make decisions only with the agreement of all of the members who are present and who vote at a meeting.
- (3) The committee must hold its first meeting no later than 6 months after the settlement date.
- (4) The committee must meet as required to perform its functions, but no less than twice a year unless the committee agrees otherwise.
- (5) A person may attend a meeting of the committee in place of a member if appointed to do so by the member.
- (6) An appointer must pay the costs of the members it appoints, except that an interim member appointed under **section 123** (instead of the Minister of Conservation) must pay his or her own costs.
- (7) Each appointer must pay the administrative costs of the committee in the same proportion as the number of its appointed members to the total number of members, except that an interim member appointed under **section 123** (instead of the Minister of Conservation) must pay the administrative costs proportionate to his or her membership.
- (8) To avoid doubt, section 56 of the Conservation Act 1987 and section 9 of the Reserves Act 1977 do not apply to the committee.
- (9) In this section, **appointer** has the meaning given by **section 122(10)**.

126 Quorum at meetings of strategic advisory committee

- (1) The strategic advisory committee must conduct proceedings with the applicable quorum of members specified in this section, 1 of whom must be the chairperson.

Base quorum

- (2) The quorum is the base quorum if **subsection (3) or (4)** applies.
- (3) This subsection applies if no member is appointed by the Minister of Conservation under **section 123** nor by representatives of an iwi under another enactment.
- (4) This subsection applies if—

- (a) at least 1 member is appointed by the Minister of Conservation under **section 123**; and
- (b) no member is appointed by representatives of an iwi under another enactment; and
- (c) the proceedings do not concern the committee's functions under **sections 132 to 144** (which relate to the conservation management plan for the Kapiti Island reserve sites).

Base quorum plus 1 interim member of other iwi

- (5) The quorum is the base quorum and 1 member appointed by the Minister of Conservation under **section 123** if—
 - (a) at least 1 member is appointed by the Minister of Conservation under **section 123**; and
 - (b) no member is appointed by representatives of an iwi under another enactment; and
 - (c) the proceedings concern the committee's functions under **sections 132 to 144** (which relate to the conservation management plan for the Kapiti Island reserve sites).

Base quorum plus 1 full member of other iwi

- (6) The quorum is the base quorum and 1 member appointed by representatives of an iwi under another enactment if **subsection (7) or (8)** applies.
- (7) This subsection applies if—
 - (a) no member is appointed by the Minister of Conservation under **section 123**; and
 - (b) at least 1 member is appointed by representatives of an iwi under another enactment.
- (8) This subsection applies if—
 - (a) at least 1 member is appointed by the Minister of Conservation under **section 123**; and
 - (b) at least 1 member is appointed by representatives of an iwi under another enactment; and
 - (c) the proceedings do not concern the committee's functions under **sections 132 to 144** (which relate to the conservation management plan for the Kapiti Island reserve sites).

Base quorum plus 1 interim or full member of other iwi

- (9) The quorum is the base quorum and 1 member appointed by the Minister of Conservation under **section 123** or by representatives of an iwi under another enactment if—
- (a) at least 1 member is appointed by the Minister of Conservation under **section 123**; and
 - (b) at least 1 member is appointed by representatives of an iwi under another enactment; and
 - (c) the proceedings concern the committee's functions under **sections 132 to 144** (which relate to the conservation management plan for the Kapiti Island reserve sites).

Definition of base quorum

- (10) In this section, **base quorum** means—
- (a) 2 members appointed by the trustee of the Toa Rangatira Trust; and
 - (b) 1 member appointed by the Director-General.

*Consultation with and advice provided by strategic advisory committee***127 Strategic advisory committee may provide advice on conservation matters**

- (1) The strategic advisory committee may provide written advice to 1 or more of the following persons on any conservation matter that affects a Kapiti Island reserve site:
- (a) the Minister of Conservation;
 - (b) the Director-General;
 - (c) the trustee of the Toa Rangatira Trust.
- (2) The committee may provide the advice upon request or at its own initiative.

128 Strategic advisory committee to be consulted, and may provide advice, on annual planning

- (1) The Director-General must consult the strategic advisory committee on annual planning (including the application of annual conservation priorities) for a Kapiti Island reserve site.

- (2) The committee may provide advice, in writing, on a matter referred to in **subsection (1)** when consulted by the Director-General.

129 Strategic advisory committee may provide advice on burial caves at Wharekohu Bay

- (1) The strategic advisory committee may provide written advice to the Minister of Conservation in relation to the burial caves at Wharekohu Bay.
- (2) The committee may provide the advice upon request or at its own initiative.

130 Conservation management strategy that affects Kapiti Island reserve site

- (1) This section applies to the preparation and approval under section 17F of the Conservation Act 1987 of a draft conservation management strategy that affects a Kapiti Island reserve site.
- (2) This section also applies to the review or amendment under section 17H or 17I of the Conservation Act 1987 of a conservation management strategy that affects a Kapiti Island reserve site, with any necessary modifications.
- (3) The Director-General must consult the strategic advisory committee under section 17F(a) of the Conservation Act 1987 at the outset of preparing the draft conservation management strategy under that paragraph.
- (4) The Director-General must have regard to any written advice of the committee from the consultation as required by **section 131**.
- (5) The Director-General must, when sending the revised draft and the summary of submissions to the Conservation Board under section 17F(i) of the Conservation Act 1987, also send the documents to the committee.
- (6) The committee may, no later than 2 months after receiving the documents, provide written advice on the documents to the Conservation Board.
- (7) The Conservation Board must, before doing anything under section 17F(k)(i) or (ii) of the Conservation Act 1987, have regard to any advice received from the committee under **sub-**

section (6) before the day that is 2 months after the day on which the committee received the documents.

- (8) To avoid doubt, the committee may make submissions on a draft under section 17F(c) of the Conservation Act 1987.

131 General provision about advice

- (1) If the Director-General or the Minister of Conservation consults, or requests advice from, the strategic advisory committee on a matter, he or she must specify a reasonable period in which the committee may provide advice on the matter.
- (2) The Director-General or the Minister must have regard to any written advice on the matter received from the committee within the period specified.
- (3) The Director-General or the Minister must also have regard to any written advice received from the committee at its own initiative under **section 127 or 129** on a matter for which advice has not been requested.
- (4) To avoid doubt, the Crown is not prevented from consulting, and receiving advice from, any other person or organisation in relation to a Kapiti Island reserve site.

Conservation management plan for Kapiti Island reserve sites

132 Interpretation

In this subpart,—

Conservation Board means the board established under section 6L of the Conservation Act 1987 that has jurisdiction over Kapiti Island

Kapiti Island plan has the meaning given by **section 133(1)**
summary of submissions means a summary prepared under **section 137(5)(a)** of the submissions received, and any public opinion obtained, on a draft Kapiti Island plan.

133 Process for preparation and approval of Kapiti Island plan

- (1) A conservation management plan for the Kapiti Island reserve sites (the **Kapiti Island plan**) must be prepared and approved in accordance with this subpart.
- (2) The Reserves Act 1977 applies to the Kapiti Island plan as if the plan were a conservation management plan prepared and approved under section 40B of that Act.
- (3) Sections 17E (except subsection (9)), 17F, 17G, 17H, 17I, and 49(2) and (3) of the Conservation Act 1987 do not apply to the preparation, approval, review, or amendment of the Kapiti Island plan, despite section 40B of the Reserves Act 1977.
- (4) The Director-General must not start preparing the first Kapiti Island plan until the earlier of the following:
 - (a) the day on which the Minister of Conservation appoints an interim member under **section 123**;
 - (b) the day that is 3 years and 6 months after the settlement date.

134 Preparation of draft plan

The Director-General must prepare a draft Kapiti Island plan in consultation with—

- (a) the strategic advisory committee; and
- (b) the Conservation Board; and
- (c) any other persons or organisations that the Director-General considers it is practicable and appropriate to consult.

135 Notification of draft plan

- (1) The Director-General must give notice of the draft Kapiti Island plan as follows:
 - (a) by public notice under section 49(1) of the Conservation Act 1987 as if he or she were the Minister of Conservation; and
 - (b) by written notice to the relevant regional councils, territorial authorities, and iwi authorities (as defined by section 2(1) of the Resource Management Act 1991).

- (2) The notices must be given no later than 6 months after the start of the preparation of the draft plan.
- (3) Each notice must—
 - (a) state that the draft plan is available for inspection at the places and times specified in the notice; and
 - (b) invite any person or organisation to make written submissions to the Director-General on the draft plan on or before the date specified in the notice, which must be no less than 2 months after the date the notice is given.

136 Submissions on draft plan

- (1) Any person or organisation may make written submissions to the Director-General on the draft Kapiti Island plan at the place, and on or before the date, specified in a notice given for the draft plan under **section 135**.
- (2) The Director-General may, after consulting the strategic advisory committee and the Conservation Board, obtain public opinion of the draft plan from any person or organisation by any other means.
- (3) The Director-General must make the draft plan available for public inspection between 9 am and 5 pm on any working day—
 - (a) on and from the date a notice was given under **section 135(1)(a)** until the date by which public opinion of the draft has been made known to the Director-General; and
 - (b) in places and quantities that are likely to encourage public participation in the development of the plan.

137 Hearing of submissions

- (1) Submissions on the draft Kapiti Island plan must be heard by a meeting of representatives of the Director-General, the strategic advisory committee, and the Conservation Board.
- (2) A submitter who requested to be heard in support of a submission must be given a reasonable opportunity to be heard.
- (3) Any other person or organisation that was consulted on the draft plan may be heard at the discretion of the representatives.
- (4) The hearing of submissions must end no later than 2 months after the last date for written submissions.

- (5) The Director-General must—
- (a) prepare a summary of the submissions received, and any public opinion obtained, on the draft plan; and
 - (b) provide the summary to the strategic advisory committee and the Conservation Board no later than 1 month after the end of the hearing of submissions.

138 Revision of draft plan

- (1) The Director-General must consider the submissions received, and any public opinion obtained, on the draft Kapiti Island plan.
- (2) The Director-General then—
 - (a) may revise the draft plan in consultation with the representatives of the strategic advisory committee and the Conservation Board who heard submissions; and
 - (b) must provide the draft plan, including any revisions, to the strategic advisory committee and the Conservation Board no later than 4 months after the end of the hearing of submissions.
- (3) The strategic advisory committee and the Conservation Board,—
 - (a) on receiving the draft plan, must together consider the draft plan and the summary of submissions; and
 - (b) no later than 4 months after receiving the draft plan and the summary, may together request the Director-General to revise the draft plan.
- (4) If the Director-General receives a request under **subsection (3)(b)**, he or she must—
 - (a) revise the draft plan in accordance with the request; and
 - (b) provide the revised draft plan to the strategic advisory committee and the Conservation Board no later than 2 months after receiving the request.

139 Referral of draft plan to Conservation Authority and Minister

- (1) The strategic advisory committee and the Conservation Board must provide the draft Kapiti Island plan and the summary of submissions to—

- (a) the Conservation Authority for its comments on matters relating to the national public conservation interest in the Kapiti Island reserve sites; and
 - (b) the Minister of Conservation for his or her comments.
- (2) The draft plan must be provided in the form of, and on receipt of,—
- (a) the draft plan provided by the Director-General under **section 138(2)(b)**, if a request is not made under **section 138(3)(b)**; or
 - (b) the revised draft plan provided by the Director-General under **section 138(4)(b)**, if a request is made under **section 138(3)(b)**.
- (3) The Conservation Authority and the Minister of Conservation must provide their comments on the draft plan to the strategic advisory committee and the Conservation Board no later than 4 months after receiving the draft plan.

140 Approval of draft plan

- (1) The strategic advisory committee and the Conservation Board must—
- (a) consider the comments received from the Conservation Authority and the Minister of Conservation under **section 139(3)**; and
 - (b) make any changes to the draft Kapiti Island plan that the committee and the Conservation Board consider are necessary.
- (2) The committee and the Conservation Board must, no later than 2 months after receiving the comments,—
- (a) approve the draft plan; or
 - (b) refer any disagreement about the draft plan to the Conservation Authority by providing a written statement of the matters of disagreement and the reasons for them.

141 Referral of disagreement to Conservation Authority

- (1) If a disagreement is referred to the Conservation Authority under **section 140(2)(b)**, the Conservation Authority must—
- (a) make a recommendation on each matter of disagreement; and

- (b) give written notice of the recommendations to the strategic advisory committee and the Conservation Board.
- (2) The notice of recommendations must be given no later than 3 months after the disagreement is referred to the Conservation Authority.
- (3) The strategic advisory committee and the Conservation Board must, after receiving and considering the notice of recommendations,—
 - (a) try to resolve any matters of disagreement; and
 - (b) make any changes to the draft Kapiti Island plan that they consider are necessary.
- (4) If any matter of disagreement has not been resolved within 2 months after receiving the notice of recommendations,—
 - (a) the recommendations in the notice become binding; and
 - (b) the committee and the Conservation Board must make any changes to the draft plan that are necessary to implement the recommendations.
- (5) The committee and the Conservation Board must approve the draft plan no later than 4 months after receiving the notice of recommendations.

142 Mediation of disagreement

- (1) The strategic advisory committee, the Conservation Board, and the Director-General—
 - (a) must all agree on a mediator no later than 3 months after the settlement date; and
 - (b) may all agree on a different mediator at any time.
- (2) If a disagreement arises between the persons referred to in **subsection (1)** at any time during the process under **sections 134 to 141**, the parties to the disagreement (the **parties**) must first try to resolve the matter in a co-operative, open-minded, and timely manner.
- (3) If a party considers that it is necessary to resort to mediation, the party must refer the matter to mediation by giving written notice to the 1 or more other parties.
- (4) The mediation must be conducted by the mediator agreed on under **subsection (1)**.

- (5) The parties must participate in the mediation—
 - (a) in a co-operative, open-minded, and timely manner; and
 - (b) having particular regard to the purpose of—
 - (i) having a conservation management plan for the Kapiti Island reserve sites; and
 - (ii) the conservation purposes for which the Kapiti Island reserve sites are held.
- (6) The parties must do their best to continue with the preparation and approval of the Kapiti Island plan while the disagreement is mediated.
- (7) Each party must—
 - (a) pay its own costs of mediation; and
 - (b) pay an equal share of the costs of the mediator and associated costs.
- (8) The mediation must end no later than 3 months after the day on which the matter was referred to mediation.
- (9) The period of time starting on the day on which the matter is referred to mediation and ending on the last day of the mediation must be excluded from any time limit specified in **sections 134 to 141**.

143 Review of Kapiti Island plan

- (1) The Director-General may at any time initiate a review of all or part of the Kapiti Island plan, after first consulting the strategic advisory committee and the Conservation Board.
- (2) The committee or the Conservation Board may at any time request the Director-General to initiate a review of all or part of the Kapiti Island plan. The Director-General must consider the request.
- (3) Any review of the Kapiti Island plan must be carried out and approved in accordance with **sections 134 to 141**, which apply with any necessary modifications.
- (4) The Director-General must review all of the Kapiti Island plan no later than 10 years after the date it was last approved.
- (5) The Minister of Conservation may extend the time limit in **subsection (4)**, but only after consulting the committee and the Conservation Board.

144 Amendment of Kapiti Island plan

- (1) The Director-General may at any time initiate the amendment of all or part of the Kapiti Island plan, after first consulting the strategic advisory committee and the Conservation Board.
- (2) Any amendment of the Kapiti Island plan must be carried out and approved in accordance with **sections 134 to 141**, which apply with any necessary modifications.
- (3) However, an amendment may instead be made under **subsections (4) to (6)** if the Director-General, the committee, and the Conservation Board all consider that the amendment will not materially affect—
 - (a) the objectives or policies expressed in the Kapiti Island plan; or
 - (b) the public interest in the relevant area.
- (4) The Director-General must provide the proposed amendment to the committee and the Conservation Board.
- (5) The committee and the Conservation Board—
 - (a) must consider the proposed amendment; and
 - (b) may amend the Kapiti Island plan as proposed and approve the amended plan.
- (6) Any approval under **subsection (5)(b)** must be given no later than 2 months after receiving the proposed amendment.

Subpart 8—Poutiaki plan

145 Interpretation

In this subpart,—

coastal marine area has the meaning given by section 2(1) of the Resource Management Act 1991

poutiaki area means the following areas, being the areas with the general location (but not the precise boundaries) indicated in yellow and pink on deed plan OTS-068-74:

- (a) Cook Strait;
- (b) Porirua Harbour;
- (c) Te Whanganui / Port Underwood;
- (d) Pelorus Sound / Te Hoiere (including Kenepuru Sound, Mahau Sound, and Tennyson Inlet)

poutiaki coastal marine area means the coastal marine area of the poutiaki area

poutiaki plan means the plan lodged with a relevant council under **section 146**

relevant councils means—

- (a) Wellington Regional Council; and
- (b) Marlborough District Council.

146 Preparation of poutiaki plan

- (1) The trustee of the Toa Rangatira Trust may at any time prepare a plan and lodge it with the relevant councils.
- (2) The plan must specify—
 - (a) the values and principles of Ngati Toa Rangatira in relation to the poutiaki coastal marine area; and
 - (b) the resource management issues of significance to Ngati Toa Rangatira in relation to the poutiaki coastal marine area; and
 - (c) Ngati Toa Rangatira's statement of kaitiakitanga for fisheries management in the poutiaki area.

147 Effect on relevant councils

- (1) This section applies when a relevant council is preparing or changing a regional policy statement or regional coastal plan that wholly or partly covers the poutiaki coastal marine area.
- (2) The council must take into account the poutiaki plan to the extent that its content has a bearing on the resource management issues of the poutiaki coastal marine area.
- (3) The council must include in the regional policy statement or regional coastal plan a statement of the resource management issues of significance to Ngati Toa Rangatira as set out in the poutiaki plan.
- (4) The council must refer to the poutiaki plan, to the extent that it is relevant, in its report under section 32(5) of the Resource Management Act 1991 on an evaluation of the proposed regional policy statement or regional coastal plan.

148 Limitation of rights

The poutiaki plan does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights

(including rights under the Marine and Coastal Area (Takutai Moana) Act 2011) relating to, the poutiaki area.

Subpart 9—Whitireia Park redress

149 Interpretation

In this subpart,—

additional reserve—

- (a) means Onehunga Bay Historic Reserve and Te Onepoto Recreation Reserve; but
- (b) does not include a reserve for which the joint board is no longer the administering body (either because of a notice published in the *Gazette* under **section 156(2)** or because of **section 94(8)**)

joint board means the joint board established by **section 150(1)**

Onehunga Bay Historic Reserve means the reserve created by **section 72(3)**

Te Onepoto Recreation Reserve means the reserve created by **section 74(3)**

Whitireia Recreation Reserve means 176.1743 hectares, more or less, being Section 4 SO 446704 and held in balance computer freehold register WN447/193 (limited as to parcels).

150 Joint board established

- (1) A joint board is established for Whitireia Recreation Reserve and any additional reserve.
- (2) The trustee of the Toa Rangatira Trust may appoint 3 members to the joint board.
- (3) Wellington Regional Council may appoint 3 members to the joint board.
- (4) An appointer may appoint a member only by giving a written notice with the following details to the other appointer:
 - (a) the member's full name, address, and other contact details; and
 - (b) the date on which the appointment takes effect, which must be no earlier than the date of the notice.

- (5) An appointment ends after 5 years or when the appointer replaces the member by appointing another member (whichever comes first).
- (6) A member may be appointed, reappointed, or discharged at the discretion of the appointer.
- (7) A vacancy on the joint board must be filled as soon as is reasonably practicable by the relevant appointer.

151 Joint board is administering body of reserves

- (1) The joint board is the administering body of Whitireia Recreation Reserve and any additional reserve as if the joint board were appointed to control and manage the reserves under section 30 of the Reserves Act 1977.
- (2) However, section 30 of that Act has no further application to the reserves or the joint board.

152 Application for statutory authorisation over additional reserve

- (1) This section applies if an application is made for a statutory authorisation under the Reserves Act 1977 in respect of any additional reserve.
- (2) The trustee of the Toa Rangatira Trust is the decision-maker on the application, and the grantor of any resulting statutory authorisation, as if it were the administering body in which the reserve were vested.
- (3) The trustee may use any income it derives from the statutory authorisation for any purpose at its absolute discretion.
- (4) To avoid doubt,—
 - (a) section 59A of the Reserves Act 1977 and Part 3B of the Conservation Act 1987 (which relate to concessions) do not apply to the application; and
 - (b) **section 82** does not apply in relation to any additional reserve.
- (5) This section continues to apply despite any subsequent transfer under **section 94** that preserves the joint board as the administering body.

153 Interests in favour of additional reserves

- (1) The trustee of the Toa Rangatira Trust may obtain, and is the grantee of, any interest in favour of an additional reserve as if it were the administering body in which the reserve were vested.
- (2) This section continues to apply despite any subsequent transfer under **section 94** that preserves the joint board as the administering body.

154 Management plan

- (1) The joint board must, in accordance with section 41 of the Reserves Act 1977, prepare and have approved a management plan for Whitireia Recreation Reserve and any additional reserve.
- (2) Section 41(13) of that Act does not apply to the management plan.
- (3) A management plan continues to apply to Onehunga Bay Historic Reserve, or to Te Onepoto Recreation Reserve, after the reserve ceases to be an additional reserve until a new management plan is prepared and approved for the reserve.
- (4) This section is for the avoidance of doubt.

155 Procedure and meetings of joint board

- (1) The joint board must, at its first meeting,—
 - (a) appoint a member to be the chairperson; and
 - (b) adopt standing orders for the initial procedure of the joint board; and
 - (c) agree on a schedule of initial meetings.
- (2) The joint board must—
 - (a) conduct proceedings with a quorum of 2 members appointed by the trustee of the Toa Rangatira Trust and 2 members appointed by Wellington Regional Council; and
 - (b) make decisions only with the agreement of a majority of the members who are present and who vote at a meeting; and

- (c) regulate its own procedure, subject to the rest of this section and any provisions of the Reserves Act 1977 that apply to it.
- (3) The chairperson of the joint board has a deliberative vote, but not a casting vote.
- (4) Sections 31 and 32 of the Reserves Act 1977 do not apply to the joint board.
- (5) To avoid doubt, the joint board is not a committee or a joint committee for the purposes of the Local Government Act 2002.

156 Trustee may become administering body of additional reserve

- (1) The trustee of the Toa Rangatira Trust may, at any time, give written notices to the Minister of Conservation and the joint board stating that the trustee wishes to become the administering body of any additional reserve.
- (2) The Minister must, no later than 20 working days after receiving the trustee's notice, publish a notice in the *Gazette* stating that the trustee, instead of the joint body, is the administering body of the reserve or reserves referred to in the trustee's notice.
- (3) The trustee is the administering body of the reserve or reserves on and from the day on which the notice is published in the *Gazette*.

**Subpart 10—Queen Elizabeth Park
campground site**

157 Interpretation

In this subpart, **campground site** means 4.0640 hectares, approximately, being Part Section 2 SO 446259 (subject to survey), part computer freehold register 453989, as shown on OTS-068-53.

158 Change of reserve classification and appointment of administering body

- (1) Wellington Regional Council ceases to be appointed to control and manage the campground site.

- (2) The classification of the reserve comprising the campground site is changed from a recreation reserve to a local purpose reserve for campground purposes subject to section 23 of the Reserves Act 1977.
- (3) The purpose for which the reserve is newly classified includes the purpose of providing a reasonable opportunity for affordable camping on the reserve.
- (4) The trustee of the Toa Rangatira Trust is the administering body of the campground site as if it were a local authority appointed to control and manage the reserve under section 28 of the Reserves Act 1977.
- (5) Sections 24 and 25 of the Reserves Act 1977 do not apply to the change of the reserve's classification or purpose under this section.

159 Improvements on campground site

- (1) The campground improvements in or on the campground site vest in the trustee of the Toa Rangatira Trust.
- (2) The campground improvements may remain in or on the campground site subject to clauses 5.62 to 5.71 of the deed of settlement.
- (3) In this section, **campground improvements** has the meaning given by the general matters schedule of the deed of settlement.

160 Management of site and income

- (1) To avoid doubt,—
 - (a) the trustee of the Toa Rangatira Trust may arrange for another person or body to manage, administer, and control the campground site in accordance with section 61(1) of the Reserves Act 1977; and
 - (b) the arrangement does not require a concession under section 59A of the Reserves Act 1977 and Part 3B of the Conservation Act 1987.
- (2) Despite section 80 of the Reserves Act 1977, the trustee may spend any income derived from the campground site on 1 or more of the following:
 - (a) the campground site:

- (b) any other reserve subject to that Act for which the trustee is the administering body;
 - (c) any Maori reservation (as defined by section 2(1) of that Act) owned by the trustee;
 - (d) the restoration or protection of the natural, ecological, or historic values of any other land owned by the trustee.
- (3) Sections 79 and 84 of the Reserves Act 1977 do not apply in relation to the campground site.

161 Revocation of appointment of administering body

- (1) This section applies if the Minister of Conservation proposes to revoke or amend, under section 28(2) of the Reserves Act 1977, the appointment of the trustee of the Toa Rangatira Trust to control and manage the campground site.
- (2) The Minister must give a written notice to the trustee that—
- (a) specifies the Minister's concerns with the trustee's control and management of the campground site; and
 - (b) invites the trustee to reply to the concerns within 2 months after the day on which the trustee receives the notice.
- (3) The Minister must, before deciding whether to revoke or amend the appointment, take into account—
- (a) any reply received from the trustee by the deadline specified in the notice; and
 - (b) the fact that the trustee's appointment was provided for in, and made in the context of, the deed of settlement.
- (4) The Minister must give a written notice to the trustee of the Minister's decision about whether to revoke or amend the appointment.

**Subpart 11—River and freshwater advisory
committee**

161A Advisory committee established

An advisory committee is established to provide advice in relation to the management of rivers and fresh water within the regions of the following councils (the **relevant councils**):

- (a) Marlborough District Council; and
- (b) Nelson City Council; and

- (c) Tasman District Council.

161B Appointment of members to advisory committee

- (1) The advisory committee consists of no more than 8 members.
- (2) One member may be appointed by the trustees of each of the Toa Rangatira Trust and the 7 related settlement trusts.
- (3) The trustees of a trust may appoint a member only by giving a written notice with the following details to the trustees of the 7 other trusts:
 - (a) the member's full name, address, and other contact details; and
 - (b) the date on which the appointment takes effect, which must be no earlier than the date of the notice.

161C Advisory committee may provide advice

- (1) The advisory committee may provide written advice, in reply to an invitation under **section 161D**, in relation to the management of rivers and fresh water within the region of a relevant council before the council—
 - (a) makes any decisions on the review of a policy statement or plan under section 79 of the Resource Management Act 1991; or
 - (b) starts to prepare or change a policy statement or plan under Part 1 of Schedule 1 of that Act; or
 - (c) notifies a proposed policy statement or plan under clause 5 of Schedule 1 of that Act.
- (2) If the committee and a relevant council agree in writing, the committee may provide written advice to the council on any other matter in relation to the Resource Management Act 1991.
- (3) The committee or the council may terminate any agreement to provide advice under **subsection (2)** by giving written notice to the other party.

161D Council must invite and have regard to advice

- (1) A relevant council must comply with this section before performing any action referred to in **section 161C(1)(a) to (c)**.
- (2) The council must provide a written invitation to the advisory committee to provide written advice in relation to the action.

- (3) The council must have regard to advice received from the committee under **section 161C(1)** in reply to an invitation if the advice is received—
 - (a) before the day that is 2 months after the day on which the committee received the invitation; or
 - (b) before any other day agreed to by the council and the committee.
- (4) The council must have regard to any advice received from the committee under **section 161C(2)** if it is reasonably practicable to do so.

161E Procedure and meetings of advisory committee

- (1) The advisory committee must—
 - (a) regulate its own procedure; and
 - (b) make decisions only with the agreement of all of the members who are present and who vote at a meeting; and
 - (c) conduct proceedings with a quorum of a majority of the members who have been appointed to the committee; and
 - (d) provide the relevant councils with an address to which the councils must send notices to the committee.
- (2) The committee may request that a relevant council have 1 or more representatives attend a meeting of the committee.
- (3) In making the request, the committee must—
 - (a) give the council 10 working days' notice of the meeting in writing; and
 - (b) provide the council with an agenda for the meeting.
- (4) The council must have 1 or more representatives attend the meeting if it is reasonably practicable to do so, but the council may decide on the number of representatives at its discretion.
- (5) Each relevant council need not have representatives attend more than 4 meetings each year.

161F Advisory committee may request information

- (1) The advisory committee may make a written request for information from a relevant council in relation to an action or a

proposed action of a council referred to in **section 161C(1)(a) to (c)**.

- (2) The council must provide the requested information to the committee if it is reasonably practicable to do so.

161G Other obligations under Resource Management Act 1991

This subpart does not limit the obligations of a relevant council under the Resource Management Act 1991.

Part 9

Commercial redress

**Subpart 1—Transfer of commercial redress
properties, commercial properties, and
deferred selection properties**

162 The Crown may transfer properties

- (1) To give effect to part 6 of the deed of settlement, and part 2 or 5 of the property redress schedule of the deed of settlement, the Crown (acting by and through the chief executive of the land holding agency) is authorised to—
 - (a) transfer the fee simple estate in a commercial redress property, commercial property, or deferred selection property to the trustee of the Toa Rangatira Trust; and
 - (b) sign a transfer instrument or other document, or do anything else, to effect the transfer.
- (2) As soon as is reasonably practicable after the date on which a commercial property or deferred selection property in the Wellington Land District is transferred to the trustee of the Toa Rangatira Trust under **subsection (1)**, the chief executive of the land holding agency must give written notice of that date to the chief executive of LINZ for the purposes of **section 19**.
- (3) However, if the deferred selection property is also deferred selection RFR land, the requirement under **subsection (2)** is satisfied by a notice being given under **section 202**.

163 Registrar-General to create computer freehold register

- (1) To the extent that a commercial redress property (other than a licensed property), a commercial property, or a deferred se-

- lection property is not all of the land contained in a computer freehold register, or there is no computer freehold register for all or part of the property, the Registrar-General must, in accordance with a written application by an authorised person,—
- (a) create a computer freehold register for the fee simple estate in the property in the name of the Crown; and
 - (b) record on the computer freehold register any interests that are registered, notified, or notifiable and that are described in the application; and
 - (c) omit any statement of purpose from the computer freehold register.
- (2) For a licensed property, the Registrar-General must, in accordance with a written application by an authorised person,—
- (a) create a computer freehold register for the fee simple estate in the property in the name of the Crown; and
 - (b) record on the computer freehold register any interests that are registered, notified, or notifiable and that are described in the application; and
 - (c) omit any statement of purpose from the computer freehold register.
- (3) **Subsections (1) and (2)** are subject to the completion of any survey necessary to create a computer freehold register.
- (4) The authorised person may grant a covenant for the later creation of a computer freehold register for any land that is to be transferred to the trustee of the Toa Rangatira Trust.
- (5) Despite the Land Transfer Act 1952,—
- (a) the authorised person may request the Registrar-General to register the covenant under the Land Transfer Act 1952 by creating a computer interest register; and
 - (b) the Registrar-General must comply with the request.
- (6) In this section, **authorised person** means a person authorised by the chief executive of the land holding agency for the relevant property.

164 Minister of Conservation may grant easements

- (1) The Minister of Conservation may grant any easement required to fulfil the terms of the deed of settlement in relation

to a commercial redress property, commercial property, or deferred selection property over—

- (a) a conservation area (under the Conservation Act 1987);
or
 - (b) a reserve (under the Reserves Act 1977).
- (2) Any such easement—
- (a) is enforceable in accordance with its terms, despite Part 3B of the Conservation Act 1987; and
 - (b) is to be treated as having been granted in accordance with Part 3B of that Act; and
 - (c) is registrable under section 17ZA(2) of that Act, as if it were a deed to which that provision applied.

165 Application of other enactments

- (1) Section 11 and Part 10 of the Resource Management Act 1991 do not apply to—
- (a) the transfer of the fee simple estate in a commercial redress property, commercial property, or deferred selection property to the trustee of the Toa Rangatira Trust;
or
 - (b) a leaseback of the property to the Crown in accordance with part 6 of the deed of settlement; or
 - (c) any matter incidental to, or required for the purpose of, the transfer or leaseback.
- (2) The transfer of the fee simple estate in a commercial redress property, commercial property, or deferred selection property to the trustee of the Toa Rangatira Trust does not—
- (a) limit section 10 or 11 of the Crown Minerals Act 1991;
or
 - (b) affect other rights to subsurface minerals.
- (3) The transfer of the fee simple estate in a commercial redress property, commercial property, or deferred selection property to the trustee of the Toa Rangatira Trust is a disposition for the purposes of Part 4A of the Conservation Act 1987, but sections 24(2A), 24A, and 24AA of that Act do not apply to the disposition.
- (4) In exercising the powers conferred by **section 162**, the Crown is not required to comply with any other enactment that would otherwise regulate or apply to the transfer of a

commercial redress property, commercial property, or deferred selection property.

- (5) **Subsection (4)** is subject to **subsections (2) and (3)**.
- (6) The permission of a council under section 348 of the Local Government Act 1974 is not required for laying out, forming, granting, or reserving a private road, private way, or right of way required to fulfil the terms of part 6 of the deed of settlement, and part 2 or 5 of the property redress schedule of the deed of settlement, in relation to a commercial redress property, commercial property, or deferred selection property.

166 Transfer of commercial redress property for no consideration

- (1) The reservation of the commercial redress property for no consideration as a recreation reserve subject to the Reserves Act 1977 is revoked.
- (2) Sections 24 and 25 of the Reserves Act 1977 do not apply to the revocation of the reserve status.

167 Transfer of properties subject to lease

- (1) This section applies to a commercial redress property, commercial property, or deferred selection property—
 - (a) for which the land holding agency is the Ministry of Education; and
 - (b) the ownership of which is to transfer to the trustee of the Toa Rangatira Trust in accordance with part 2 or 5 of the property redress schedule of the deed of settlement; and
 - (c) that, after the transfer, is to be subject to a lease back to the Crown.
- (2) Despite **section 165(3)** (which refers to section 24(2A) of the Conservation Act 1987), the rest of section 24 of that Act does not apply to the transfer of the property.
- (3) The transfer instrument for the transfer of the property must include a notification that the land is to become subject to **section 167(6) and (7) of Parts 7 to 9** upon the registration of the transfer.

- (4) The Registrar-General must, upon the registration of the transfer of the property, record on any computer freehold register for the property—
 - (a) that the land is subject to Part 4A of the Conservation Act 1987, but that section 24 of that Act does not apply; and
 - (b) that the land is subject to **section 167(6) and (7) of Parts 7 to 9.**
- (5) A notification made under **subsection (4)** that land is subject to Part 4A of the Conservation Act 1987 is to be treated as having been made in compliance with section 24D(1) of that Act.
- (6) If the lease referred to in **subsection (1)(c)** (or a renewal of that lease) terminates, or expires without being renewed, in relation to all or part of the property, the transfer of the property is no longer exempt from the rest of section 24 of the Conservation Act 1987 in relation to all or that part of the property, as the case may be.
- (7) If the lease referred to in **subsection (1)(c)** (or a renewal of that lease) terminates, or expires without being renewed, in relation to all or part of the property, then the registered proprietors of the property must apply in writing to the Registrar-General to,—
 - (a) if none of the property remains subject to such a lease, remove from the computer freehold register for the property any notifications that—
 - (i) section 24 of the Conservation Act 1987 does not apply to the land; and
 - (ii) the land is subject to **section 167(6) and (7) of Parts 7 to 9;** or
 - (b) if only part of the property remains subject to such a lease (the **leased part**), amend any notifications on the computer freehold register for the property to record that, in relation to only the leased part,—
 - (i) section 24 of the Conservation Act 1987 does not apply to that part; and
 - (ii) that part is subject to **section 167(6) and (7) of Parts 7 to 9.**

- (8) The Registrar-General must comply with an application received in accordance with **subsection (7)** free of charge to the applicant.

Subpart 2—Licensed properties

168 Interpretation

In this subpart,—

Crown forestry rental trust means the trust established by the Crown forestry rental trust deed

Crown forestry rental trust deed means the trust deed made on 30 April 1990 establishing the Crown forestry rental trust under section 34 of the Crown Forest Assets Act 1989

relevant Crown forestry licence, for a licensed property, means the Crown forestry licence described in relation to the property in part 3 of the property redress schedule of the deed of settlement.

169 Licensed property ceases to be Crown forest land

- (1) A licensed property ceases to be Crown forest land under the Crown Forest Assets Act 1989 upon the registration of the transfer of the fee simple estate in the property to the trustee of the Toa Rangatira Trust.
- (2) However, although the licensed property does not cease to be Crown forest land until the transfer to the trustee is registered, neither the Crown nor any court or tribunal may do any thing or omit to do any thing if that act or omission would, between the settlement date and the date of registration, be—
- permitted by the Crown Forest Assets Act 1989; but
 - inconsistent with part 6 of the deed of settlement.

170 Trustee confirmed beneficiary and licensor in relation to licensed property

- (1) The trustee of the Toa Rangatira Trust is, in relation to a licensed property, the confirmed beneficiary under clause 11.1 of the Crown forestry rental trust deed.
- (2) The effect of **subsection (1)** is that—
- the trustee is entitled to the rental proceeds paid for the property to the trustees of the Crown forestry rental

- trust under the relevant Crown forestry licence since the commencement of the licence; and
- (b) all the provisions of the Crown forestry rental trust deed apply on the basis that the trustee is the confirmed beneficiary in relation to the property.
- (3) Despite **subsection (2)(a)**, the trustee of the Toa Rangatira Trust, and the trustees of the related settlement trusts for Ngāti Kōata, Ngāti Rārua, Ngāti Tama ki Te Tau Ihu, and Te Ātiawa o Te Waka-ā-Maui, are entitled to the rental proceeds referred to in **subsection (2)(a)** for all of the licensed properties as provided for in—
- (a) clause 6.22 of the deed of settlement for Ngāti Toa Rangatira;
- (b) clause 6.9 of the deeds of settlement for Ngāti Kōata, Ngāti Rārua, and Ngāti Tama ki Te Tau Ihu;
- (c) clause 6.11 of the deed of settlement for Te Ātiawa o Te Waka-ā-Maui.
- (4) The Crown must give notice in accordance with section 17(4)(b) of the Crown Forest Assets Act 1989 in respect of each relevant Crown forestry licence, even though the Waitangi Tribunal has not made recommendations under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the return of the 1 or more licensed properties to which the licence applies.
- (5) Notice given by the Crown under **subsection (4)** has effect as if—
- (a) the Waitangi Tribunal had made recommendations under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the return of each licensed property; and
- (b) the recommendations had become final on the settlement date.
- (6) The trustee of the Toa Rangatira Trust is the licensor under the relevant Crown forestry licence in relation to a licensed property as if the property had been returned to Māori ownership—
- (a) on the settlement date; and
- (b) under section 36 of the Crown Forest Assets Act 1989.
- (7) However, section 36(1)(b) of the Crown Forest Assets Act 1989 does not apply to a licensed property.

171 Effect of transfer of licensed property

- (1) **Section 170** applies whether or not—
 - (a) the transfer of the fee simple estate in the 1 or more licensed properties to which the relevant Crown forestry licence applies has been registered; or
 - (b) the processes described in clause 17.4 of the relevant Crown forestry licence have been completed.
- (2) To the extent that the Crown has not completed the processes referred to in **subsection (1)(b)** before the settlement date, it must continue those processes—
 - (a) on or after the settlement date; and
 - (b) until the processes are completed.
- (3) **Subsection (4)** provides for the licence fee payable for a property under the relevant Crown forestry licence—
 - (a) for the period starting on the settlement date until the completion of the processes referred to in **subsections (1) and (2)** for the 1 or more licensed properties to which the licence applies; and
 - (b) that is not part of the rental proceeds referred to in **section 170(2)(a)**.
- (4) The licence fee payable is the amount calculated in the manner described in paragraphs 2.14 and 2.15 of the property redress schedule of the deed of settlement.
- (5) However, the calculation under **subsection (4)** of the licence fee payable is overridden by any agreement between the licensors and the licensee of the relevant Crown forestry licence.
- (6) With effect on and from the settlement date, references to the prospective proprietors in clause 17.4 of the relevant Crown forestry licence must, in relation to a licensed property, be read as if they were references to the trustee of the Toa Rangatira Trust.
- (7) **Subsections (8) and (9)** apply if, in completing the processes described in clause 17.4 of the relevant Crown forestry licence for a licensed property, the balance of the land referred to in clause 17.4.1 of the licence is to be transferred as another licensed property under the deed of settlement for Ngāti Tama ki Te Tau Ihu or Te Ātiawa o Te Waka-ā-Maui (instead of being retained by the Crown).

- (8) The interests of the trustees to whom the balance is to be transferred replace the interests of the Crown in respect of the balance of the land in clause 17.4.1 of the relevant Crown forestry licence, and those trustees must be treated as if they were another set of prospective proprietors under clause 17.4 of the licence.
- (9) The separate licence for the balance of the land referred to in clause 17.4.3 of the relevant Crown forestry licence must include clauses similar to clauses 16.3 to 16.9 of the licence, as described in clause 17.4.4.

Subpart 3—Right of access to protected sites

172 Interpretation

- (1) In this subpart, **protected site** means any area of land situated in a licensed property that is—
 - (a) a wahi tapu or wahi tapu area; and
 - (b) a registered place.
- (2) In **subsection (1)**, **registered place**, **wahi tapu**, and **wahi tapu area** have the meanings given by section 2 of the Historic Places Act 1993.

173 Right of access to protected site

- (1) The owner of land on which a protected site is situated and any person holding an interest in, or a right of occupancy to, the land must allow the people referred to in **subsection (2)** to have access across the land to each protected site.
- (2) The people are Māori for whom the protected site is of special cultural, spiritual, or historical significance.
- (3) The right of access may be exercised by vehicle or by foot over any reasonably convenient routes specified by the owner, and is subject to the following conditions:
 - (a) a person intending to exercise the right of access must give the owner reasonable notice, in writing, of his or her intention to exercise that right; and
 - (b) the right of access may be exercised only at reasonable times and during daylight hours; and
 - (c) a person exercising the right must observe any reasonable conditions imposed by the owner that—

- (i) relate to the time, location, or manner of access; and
- (ii) are reasonably required for the safety of people, for the protection of land, improvements, flora, fauna, plant, equipment, or livestock, or for operational reasons.

174 Right of access subject to Crown forestry licence

- (1) The right of access under **section 173** is subject to the terms of any Crown forestry licence.
- (2) However, **subsection (1)** does not apply if the licensee has agreed to an exercise of the right.
- (3) An amendment to a Crown forestry licence is of no effect to the extent that it would—
 - (a) delay the date from which a person may exercise a right of access under **section 173**; or
 - (b) adversely affect the right of access in any other way.

175 Notation on computer freehold register

- (1) The Registrar-General must, in accordance with a written application by an authorised person, record on the computer freehold register for a licensed property that the land is subject to this subpart of **Parts 7 to 9**.
- (2) An application must be made as soon as is reasonably practicable after—
 - (a) the settlement date; or
 - (b) a computer freehold register has been created for the land, if the computer freehold register has not been created by the settlement date.
- (3) In this section, **authorised person** means a person authorised by the chief executive of LINZ.

Subpart 4—Right of first refusal in relation
to RFR land

Interpretation

176 Interpretation

In this subpart and **Schedule 5**, unless the context requires another meaning,—

deferred selection RFR land means a property—

- (a) listed in table 1 in part 8 of the property redress schedule of the deed of settlement for Ngati Toa Rangatira; and
- (b) that is not a commercial redress property or a commercial property

dispose of, for RFR land,—

- (a) means to—
 - (i) transfer or vest the fee simple estate in the land; or
 - (ii) grant a lease of the land for a term that is, or will be (if any rights of renewal or extension are exercised under the lease), for 50 years or longer; but
- (b) to avoid doubt, does not include to—
 - (i) mortgage, or give a security interest in, the land; or
 - (ii) grant an easement over the land; or
 - (iii) consent to an assignment of a lease, or to a sub-lease, of the land; or
 - (iv) remove an improvement, a fixture, or a fitting from the land

early RFR NZTA land means land that, before the settlement date,—

- (a) was early RFR NZTA land (as defined by clauses 6.24.2 and 6.25 of the deed of settlement for Ngati Toa Rangatira); and
- (b) became subject to a contract for disposal under clause 6.36 of the deed of settlement

expiry date, for an offer, means its expiry date under sections 179(2)(a) and 180

general RFR land means—

- (a) land described in part 4 of the attachments to the deed of settlement for Ngāti Toa Rangatira that,—
 - (i) on the settlement date, is vested in the Crown, is held in fee simple by the Crown or a Crown body, or is a reserve vested in an administering body that derived title to the reserve from the Crown; and
 - (ii) is not early RFR NZTA land; and
- (b) land in Wellington City (excluding the CBD) that—
 - (i) was acquired by the Crown or the New Zealand Transport Agency in the period starting on the day after the date of the deed of settlement and ending on the settlement date; and
 - (ii) is, on the settlement date, vested in the Crown or held in fee simple by the Crown or the New Zealand Transport Agency; and
- (c) land in Wellington City (excluding the CBD) that is acquired by the Crown in the period starting on the day after the settlement date and ending on the day that is 4 years after the settlement date; and
- (d) land in Wellington City (excluding the CBD) that is acquired by the New Zealand Transport Agency, or is acquired by the Crown to be administered by the New Zealand Transport Agency, in the period starting on the day after the settlement date and ending on 2 September 2019

notice means a notice under this subpart

offer means an offer by an RFR landowner to dispose of RFR land to the trustees of an offer trust

offer trust means, for each of the following types of RFR land (or land obtained in exchange for the disposal of that land), the trust specified or each of the trusts specified:

- (a) for general RFR land or deferred selection RFR land, the Toa Rangatira Trust;
- (b) for specified iwi RFR land, the Toa Rangatira Trust and the Ngāti Rārua Settlement Trust;
- (c) for specified area RFR land, the Toa Rangatira Trust and the 7 related settlement trusts

recipient trust means, for each of the following types of RFR land (or land obtained in exchange for the disposal of that land), the trust specified:

- (a) for general RFR land or deferred selection RFR land, the Toa Rangatira Trust;
- (b) for other RFR land, the 1 offer trust whose trustees accept an offer to dispose of the land under **section 182**

RFR landowner, for RFR land,—

- (a) means the Crown, if the land is vested in the Crown or the Crown holds the fee simple estate in the land; and
- (b) means a Crown body, if the body holds the fee simple estate in the land; and
- (c) includes a local authority to which RFR land has been disposed of under **section 185(1)**; but
- (d) to avoid doubt, does not include an administering body in which RFR land is vested on the settlement date or (under **section 186(1)**) after the settlement date

RFR period means,—

- (a) for general RFR land or specified iwi RFR land, the period of 169 years starting on the settlement date;
- (b) for deferred selection RFR land, the period of 10 years starting on the settlement date;
- (c) for specified area RFR land, the period of 100 years starting on the settlement date

specified area RFR land means land in the South Island within the area shown on deed plan OTS-068-75 (in part 2.9 of the attachments to the deed of settlement for Ngati Toa Rangatira) that, on the settlement date,—

- (a) is vested in the Crown or held in fee simple by the Crown; and
- (b) is not land that is to, or may, transfer to or vest in trustees in accordance with the deed of settlement for Ngati Toa Rangatira or a related settlement iwi; and
- (c) is not conservation land; and
- (d) is not subject to a pastoral lease under Part 1 of the Crown Pastoral Land Act 1998

specified iwi RFR land means the land described as the summit of Tokomaru / Mount Robertson in part 5 of the attachments to the deed of settlement for Ngati Toa Rangatira or

Ngāti Rārua if, on the settlement date, the land is vested in the Crown or held in fee simple by the Crown

Wellington City (excluding the CBD)—

- (a) means the district of Wellington City Council (as those terms are defined by section 5(1) and Part 2 of Schedule 2 of the Local Government Act 2002); but
- (b) does not include the central business district of Wellington City, meaning the area on the seaward side of the central area boundary shown on map 32 of the district plan of Wellington City Council that was operative at 27 July 2000 (and reprinted at 2 November 2005).

177 Meaning of RFR land

- (1) In **Parts 7 to 9**, **RFR land** means—
 - (a) the general RFR land; and
 - (b) the specified iwi RFR land; and
 - (c) the deferred selection RFR land; and
 - (d) the specified area RFR land; and
 - (e) land obtained in exchange for a disposal of RFR land under **section 190(1)(c) or 191**.
- (2) However, land ceases to be RFR land if—
 - (a) the fee simple estate in the land transfers from the RFR landowner to—
 - (i) the trustees of a recipient trust or their nominee (for example, under **section 162** or under a contract formed under **section 183**); or
 - (ii) any other person (including the Crown or a Crown body) under **section 178(3) or (4)**; or
 - (b) the fee simple estate in the land transfers or vests from the RFR landowner to or in a person other than the Crown or a Crown body under—
 - (i) any of **sections 187 to 195**; or
 - (ii) anything referred to in **section 196(1)**; or
 - (c) the land's RFR period ends.

Restrictions on disposal of RFR land

178 Restrictions on disposal of RFR land

- (1) An RFR landowner must not dispose of RFR land to any person other than the trustees of a recipient trust or their nominee unless the land is disposed of under any of **subsections (2) to (4)**.
- (2) The RFR land may be disposed of under any of **sections 184 to 195** or under anything referred to in **section 196(1)**.
- (3) The RFR land may be disposed of within 2 years after the expiry date of an offer by the RFR landowner to dispose of the land to the trustees of an offer trust, if the offer to those trustees was—
 - (a) made in accordance with **section 179**; and
 - (b) made on terms that were the same as, or more favourable to the trustees than, the terms of the disposal to the person referred to in **subsection (1)**; and
 - (c) not withdrawn under **section 181**; and
 - (d) not accepted under **section 182**.
- (4) The RFR land may be disposed of within 2 years after the expiry date of an offer by the Crown to dispose of the land to the trustee of the Toa Rangatira Trust, if—
 - (a) the land is general RFR land that, before the settlement date,—
 - (i) was early RFR NZTA land (as defined by clauses 6.24.2 and 6.25 of the deed of settlement for Ngati Toa Rangatira); and
 - (ii) did not become subject to a contract for disposal under clause 6.36 of the deed of settlement; and
 - (b) the offer to that trustee was, before the settlement date,—
 - (i) made in accordance with clauses 6.29 and 6.30 of the deed of settlement; and
 - (ii) made on terms that were the same as, or more favourable to the trustee than, the terms of the disposal to the person referred to in **subsection (1)**; and
 - (iii) not withdrawn under clause 6.33 of the deed of settlement; and

- (iv) not accepted under clauses 6.34 and 6.35 of the deed of settlement.
- (5) For the purposes of **subsection (4)**, the expiry date of the offer means its expiry date under clauses 6.30.1, 6.31, and 6.32 of the deed of settlement for Ngati Toa Rangatira.

Trustees' right of first refusal

179 Requirements for offer

- (1) An offer by an RFR landowner to dispose of RFR land to the trustees of an offer trust must be by notice to the trustees of the 1 or more offer trusts.
- (2) The notice must include—
 - (a) the terms of the offer, including its expiry date; and
 - (b) a legal description of the land (including any interests affecting it) and the reference for any computer register that contains the land; and
 - (c) a street address for the land (if applicable); and
 - (d) a street address, postal address, and fax number for the trustees to give notices to the RFR landowner in relation to the offer; and
 - (e) a statement that the RFR land is general RFR land, specified iwi RFR land, deferred selection RFR land, or specified area RFR land (whichever applies).

180 Expiry date of offer

- (1) The expiry date of an offer must be on or after the 40th working day after the day on which the trustees of the 1 or more offer trusts receive notice of the offer.
- (2) However, **subsections (3) and (5)** override **subsection (1)**.
- (3) The expiry date of an offer may be on or after the 20th working day after the day on which the trustees receive notice of the offer if—
 - (a) the RFR landowner is Housing New Zealand Corporation; or
 - (b) the following applies:
 - (i) the trustees received an earlier offer to dispose of the land; and

- (ii) the expiry date of the earlier offer was no earlier than 6 months before the expiry date of the later offer; and
 - (iii) the earlier offer was not withdrawn.
- (4) For the purposes of **subsection (3)(b)**,—
- (a) an offer to which **section 178(4)** applies must be treated as if it were an earlier offer to dispose of RFR land; and
 - (b) the expiry date of the earlier offer means its expiry date under clauses 6.30.1, 6.31, and 6.32 of the deed of settlement for Ngati Toa Rangatira.
- (5) For an offer of specified iwi RFR land or specified area RFR land, if the RFR landowner has received notice of acceptance from the trustees of 2 or more offer trusts at the end of the expiry date specified in the notice of offer given under **section 179**, the expiry date is extended only for the trustees of those 2 or more offer trusts to the 20th working day after the day on which the trustees receive the landowner's notice given under **section 182(4)**.

181 Withdrawal of offer

The RFR landowner may, by notice to the trustees of the 1 or more offer trusts, withdraw an offer at any time before it is accepted.

182 Acceptance of offer

- (1) The trustees of an offer trust may, by notice to the RFR landowner who made an offer, accept the offer if—
- (a) it has not been withdrawn; and
 - (b) its expiry date has not passed.
- (2) The trustees must accept all the RFR land offered, unless the offer permits them to accept less.
- (3) For an offer of specified iwi RFR land or specified area RFR land,—
- (a) the offer is accepted only if the RFR landowner has received notice of acceptance from the trustees of only 1 offer trust at the end of the expiry date; and

- (b) if the landowner has received notice of acceptance from the trustees of 2 or more offer trusts at the end of the expiry date specified in the notice of offer given under **section 179**, the landowner has 10 working days to give notice under **subsection (4)** to the trustees of those 2 or more offer trusts.
- (4) The notice must—
 - (a) specify the offer trusts from whose trustees notices of acceptance have been received; and
 - (b) state that the offer may be accepted by the trustees of only 1 of those offer trusts before the end of the 20th working day after the day on which they receive the landowner's notice under this subsection.

183 Formation of contract

- (1) If the trustees of an offer trust accept, under **section 182**, an offer by an RFR landowner to dispose of RFR land, a contract for the disposal of the land is formed between the landowner and the trustees on the terms in the offer, including the terms set out in **subsections (3) to (6)**.
- (2) The terms of the contract may be varied by written agreement between the landowner and the trustees.
- (3) Under the contract, the trustees may nominate any person other than the trustees who is lawfully able to hold the RFR land (the **nominee**) to receive the transfer of the land.
- (4) The trustees may nominate a nominee only by giving notice to the landowner on or before the day that is 10 working days before the day on which the transfer is to settle.
- (5) The notice must specify—
 - (a) the full name of the nominee; and
 - (b) any other details about the nominee that the landowner needs in order to transfer the RFR land to the nominee.
- (6) If the trustees nominate a nominee, the trustees remain liable for the obligations of the transferee under the contract.

*Disposals to others where land remains RFR
land*

184 Disposals to the Crown or Crown bodies

- (1) An RFR landowner may dispose of RFR land to—
 - (a) the Crown; or
 - (b) a Crown body.
- (2) To avoid doubt, the Crown may dispose of RFR land to a Crown body in accordance with section 143(5) or 206 of the Education Act 1989.

185 Disposals of existing public works to local authorities

- (1) An RFR landowner may dispose of RFR land that is a public work, or part of a public work, in accordance with section 50 of the Public Works Act 1981 to a local authority (as defined by section 2 of that Act).
- (2) To avoid doubt, if RFR land is disposed of to a local authority under **subsection (1)**, the local authority becomes—
 - (a) the RFR landowner of the land; and
 - (b) subject to the obligations of an RFR landowner under this subpart.

186 Disposals of reserves to administering bodies

- (1) An RFR landowner may dispose of RFR land in accordance with section 26 or 26A of the Reserves Act 1977.
- (2) To avoid doubt, if RFR land that is a reserve is vested in an administering body under **subsection (1)**, the administering body does not become—
 - (a) the RFR landowner of the land; or
 - (b) subject to the obligations of an RFR landowner under this subpart.
- (3) However, if RFR land vests back in the Crown under section 25 or 27 of the Reserves Act 1977, the Crown becomes—
 - (a) the RFR landowner of the land; and
 - (b) subject to the obligations of an RFR landowner under this subpart.

*Disposals to others where land may cease to be
RFR land*

- 187 Disposals in accordance with enactment or rule of law**
An RFR landowner may dispose of RFR land in accordance with an obligation under any enactment or rule of law.
- 188 Disposals in accordance with legal or equitable obligation**
An RFR landowner may dispose of RFR land in accordance with—
- (a) a legal or an equitable obligation that—
 - (i) was unconditional before the settlement date; or
 - (ii) was conditional before the settlement date but became unconditional on or after the settlement date; or
 - (iii) arose after the exercise (whether before, on, or after the settlement date) of an option existing before the settlement date; or
 - (b) the requirements, existing before the settlement date, of a gift, an endowment, or a trust relating to the land.
- 189 Disposals by the Crown under certain legislation**
The Crown may dispose of RFR land in accordance with—
- (a) section 54(1)(d) of the Land Act 1948; or
 - (b) section 355(3) of the Resource Management Act 1991; or
 - (c) subpart 3 of Part 2 of the Marine and Coastal Area (Takutai Moana) Act 2011.
- 190 Disposals of land held for public works**
- (1) An RFR landowner may dispose of RFR land in accordance with—
- (a) section 40(2) or (4) or 41 of the Public Works Act 1981 (including as applied by another enactment); or
 - (b) section 52, 105(1), 106, 114(3), 117(7), or 119 of the Public Works Act 1981; or
 - (c) section 117(3)(a) of the Public Works Act 1981; or
 - (d) section 117(3)(b) of the Public Works Act 1981 if the land is disposed of to the owner of adjoining land; or

- (e) section 23(1) or (4), 24(4), or 26 of the New Zealand Railways Corporation Restructuring Act 1990.
- (2) To avoid doubt, RFR land may be disposed of by an order of the Maori Land Court under section 134 of Te Ture Whenua Maori Act 1993 after an application by an RFR landowner under section 41(e) of the Public Works Act 1981.

191 Disposals for reserve or conservation purposes

An RFR landowner may dispose of RFR land in accordance with—

- (a) section 15 of the Reserves Act 1977; or
- (b) section 16A or 24E of the Conservation Act 1987.

192 Disposals for charitable purposes

An RFR landowner may dispose of RFR land as a gift for charitable purposes.

193 Disposals to tenants

The Crown may dispose of RFR land—

- (a) that was held for education purposes on the settlement date to a person who, immediately before the disposal, is a tenant of the land or of all or part of a building on the land; or
- (b) under section 67 of the Land Act 1948, if the disposal is to a lessee under a lease of the land—
 - (i) granted before the settlement date; or
 - (ii) granted on or after the settlement date under a right of renewal contained in a lease granted before the settlement date; or
- (c) under section 93(4) of the Land Act 1948.

194 Disposals by Housing New Zealand Corporation

Housing New Zealand Corporation, or any of its subsidiaries, may dispose of RFR land to any person if the Corporation has given notice to the trustees of the 1 or more offer trusts that, in the Corporation's opinion, the disposal is to give effect to, or assist in giving effect to, the Crown's social objectives in relation to housing or services related to housing.

195 Disposals by Capital and Coast District Health Board

The Capital and Coast District Health Board (established by section 19(1) of the New Zealand Public Health and Disability Act 2000), or any of its subsidiaries, may dispose of RFR land to any person if the Minister of Health has given notice to the trustees of the 1 or more offer trusts that, in the Minister's opinion, the disposal will achieve, or assist in achieving, the district health board's objectives.

196 RFR landowner's obligations subject to other things

- (1) An RFR landowner's obligations under this subpart in relation to RFR land are subject to—
- (a) any other enactment or rule of law but, for a Crown body, the obligations apply despite the purpose, functions, or objectives of the Crown body; and
 - (b) any interest, or legal or equitable obligation,—
 - (i) that prevents or limits an RFR landowner's disposal of RFR land to the trustees of an offer trust; and
 - (ii) that the RFR landowner cannot satisfy by taking reasonable steps; and
 - (c) the terms of a mortgage over, or security interest in, RFR land.
- (2) Reasonable steps, for the purposes of **subsection (1)(b)(ii)**, do not include steps to promote the passing of an enactment.

*Notices***197 Notice to trustees if land becomes RFR land**

- (1) If land becomes RFR land under **paragraph (b), (c), or (d)** of the definition of general RFR land in **section 176**, the RFR landowner must give the trustee of the Toa Rangatira Trust notice that the land has become RFR land.
- (2) The notice must specify—
- (a) the paragraph of the definition under which the land became RFR land; and
 - (b) the date on which the land became RFR land; and
 - (c) a legal description of the land and the reference for any computer register that contains the land; and

- (d) a street address for the land (if applicable).

198 Notice to LINZ of certain RFR land with computer register

- (1) The RFR landowner must give the chief executive of LINZ notice that land has become RFR land if land for which there is a computer register—
 - (a) becomes RFR land on the settlement date under **paragraph (b)** of the definition of general RFR land in **section 176**; or
 - (b) becomes RFR land after the settlement date.
- (2) If a computer register is first created for RFR land after the settlement date, the RFR landowner must give the chief executive of LINZ notice that the register has been created.
- (3) The notice must be given as soon as is reasonably practicable after—
 - (a) the land for which there is a computer register becomes RFR land; or
 - (b) the computer register is first created for the RFR land.
- (4) The notice must specify the legal description of the land and identify the computer register that contains the land.

199 Notice to trustees of potential disposal of RFR land

- (1) This section applies if an RFR landowner is considering whether to dispose of specified iwi RFR land or specified area RFR land that, in order to be disposed of, may ultimately require the landowner to offer to dispose of the land to the trustees of an offer trust.
- (2) The landowner must give the trustees of the 1 or more offer trusts notice that, if the landowner decides to dispose of the land, the landowner may be required to offer to dispose of the land to the trustees of an offer trust.
- (3) The notice must—
 - (a) specify the legal description of the land and identify any computer register that contains the land; and
 - (b) specify a street address for the land (if applicable); and
 - (c) if the land does not have a street address, include a narrative or diagrammatic description of the land with

- enough information so that a person who is not familiar with the land can locate and inspect it; and
- (d) state that the RFR land is specified iwi RFR land or specified area RFR land (whichever applies).
- (4) The giving of the notice does not, of itself, mean that an obligation has arisen under—
- (a) section 207(4) of the Education Act 1989; or
 - (b) section 23(1) or 24(4) of the New Zealand Railways Corporation Restructuring Act 1990; or
 - (c) section 40 of the Public Works Act 1981 or that section as applied by another enactment.

200 Notice to trustees of disposals of RFR land to others

- (1) An RFR landowner must give the trustees of the 1 or more offer trusts notice of the disposal of RFR land by the landowner to a person other than the trustees of an offer trust or their nominee.
- (2) The notice must be given on or before the day that is 20 working days before the day of the disposal.
- (3) The notice must—
 - (a) specify the legal description of the land (including any interests affecting it) and identify any computer register that contains the land; and
 - (b) specify a street address for the land (if applicable); and
 - (c) identify the person to whom the land is being disposed of; and
 - (d) explain how the disposal complies with **section 178**; and
 - (e) if the disposal is being made under **section 178(3) or (4)**, include a copy of the written contract for the disposal.

201 Notice to LINZ of land ceasing to be RFR land

- (1) This section applies if land contained in a computer register is to cease being RFR land because—
 - (a) the fee simple estate in the land is to transfer from the RFR landowner to—

- (i) the trustees of a recipient trust or their nominee (for example, under **section 162** or under a contract formed under **section 183**); or
 - (ii) any other person (including the Crown or a Crown body) under **section 178(3) or (4)**; or
- (b) the fee simple estate in the land is to transfer or vest from the RFR landowner to or in a person other than the Crown or a Crown body under—
 - (i) any of **sections 187 to 195**; or
 - (ii) anything referred to in **section 196(1)**.
- (2) The RFR landowner must, as early as practicable before the transfer or vesting, give the chief executive of LINZ notice that the land is to cease being RFR land.
- (3) The notice must—
 - (a) specify the legal description of the land and identify the computer register that contains the land; and
 - (b) specify the details of the transfer or vesting of the land.

202 Notice to LINZ of transfer of certain deferred selection RFR land to trustees

As soon as is reasonably practicable after the date on which deferred selection RFR land in the Wellington Land District is transferred to the trustee of the Toa Rangatira Trust (for example, under **section 162** or under a contract formed under **section 183**), the RFR landowner must give notice of that date to the chief executive of LINZ for the purposes of **section 19**.

203 Notice requirements

Schedule 5 applies to notices given under this subpart by or to—

- (a) an RFR landowner; or
- (b) the trustees of an offer trust or a recipient trust.

*Memorials for RFR land***204 Recording memorials on computer registers for RFR land**

- (1) The chief executive of LINZ must issue to the Registrar-General 1 or more certificates that specify the legal descriptions of, and identify the computer registers that contain,—
 - (a) the RFR land for which there is a computer register on the settlement date; and
 - (b) the land for which there is a computer register that becomes RFR land after the settlement date; and
 - (c) the RFR land for which a computer register is first created after the settlement date.
- (2) The chief executive must issue a certificate as soon as is reasonably practicable after—
 - (a) the settlement date, for RFR land for which there is a computer register on the settlement date; or
 - (b) receiving a notice under **section 198** that the land has become RFR land or that a computer register has been created for RFR land, for any other land.
- (3) Each certificate must state that it is issued under this section.
- (4) The chief executive must provide a copy of each certificate to the trustees of the 1 or more offer trusts as soon as is reasonably practicable after issuing the certificate.
- (5) The Registrar-General must, as soon as is reasonably practicable after receiving a certificate issued under this section, record on each computer register identified in the certificate that the land described in the certificate (and contained in the computer register) is—
 - (a) RFR land as defined by **section 177 of Parts 7 to 9**; and
 - (b) subject to this subpart of **Parts 7 to 9** (which restricts disposal, including leasing, of the land).

205 Removal of memorials when land to be transferred or vested

- (1) The chief executive of LINZ must, before registration of the transfer or vesting of land described in a notice received under **section 201**, issue to the Registrar-General a certificate that—

- (a) specifies the legal description of the land and identifies the computer register that contains the land; and
 - (b) specifies the details of the transfer or vesting of the land; and
 - (c) states that it is issued under this section.
- (2) The chief executive must provide a copy of each certificate to the trustees of the 1 or more offer trusts as soon as is reasonably practicable after issuing the certificate.
- (3) If the Registrar-General receives a certificate issued under this section, he or she must remove any memorial recorded under **section 204** from the computer register identified in the certificate immediately before registering the transfer or vesting described in the certificate.

206 Removal of memorials when RFR period ends

- (1) The chief executive of LINZ must, as soon as is reasonably practicable after the RFR period ends for any RFR land, issue to the Registrar-General a certificate that—
 - (a) identifies each computer register for the RFR land for which the RFR period has ended that still has a memorial recorded on it under **section 204**; and
 - (b) states that it is issued under this section.
- (2) The chief executive must provide a copy of each certificate to the trustees of the 1 or more offer trusts as soon as is reasonably practicable after issuing the certificate.
- (3) The Registrar-General must, as soon as is reasonably practicable after receiving a certificate issued under this section, remove a memorial recorded under **section 204** from any computer register identified in the certificate.

General provisions

207 Waiver and variation

- (1) The trustees of the 1 or more offer trusts may, by notice to an RFR landowner, waive any of the rights the trustees have in relation to the landowner under this subpart.
- (2) The trustees of the 1 or more offer trusts and an RFR landowner may agree in writing to vary or waive any of the rights each has in relation to the other under this subpart.

- (3) A waiver or an agreement under this section is on the terms, and applies for the period, specified in it.

208 Disposal of Crown bodies not affected

This subpart does not limit the ability of the Crown, or a Crown body, to sell or dispose of a Crown body.

209 Assignment of rights and obligations under this subpart

- (1) **Subsection (3)** applies if an RFR holder—
- (a) assigns the RFR holder's rights and obligations under this subpart to 1 or more persons in accordance with the RFR holder's constitutional documents; and
 - (b) has given the notices required by **subsection (2)**.
- (2) Notices must be given to each RFR landowner—
- (a) stating that the RFR holder's rights and obligations under this subpart are being assigned under this section; and
 - (b) specifying the date of the assignment; and
 - (c) specifying the names of the assignees and, if they are the trustees of a trust, the name of the trust; and
 - (d) specifying the street address, postal address, or fax number for notices to the assignees.
- (3) This subpart and **Schedule 5** apply to the assignees (instead of to the RFR holder) as if the assignees were the trustees of the relevant offer trust, with all necessary modifications.
- (4) In this section, **RFR holder** means the 1 or more persons who have the rights and obligations of the trustees of an offer trust under this subpart, either because—
- (a) they are the trustees of the offer trust; or
 - (b) they have previously been assigned those rights and obligations under this section.
-

Schedule 1
Statutory areas

ss 24(2), 34(1)

Statutory areas

Statutory area	Location	Deed of recognition
Balance of Mana Island	As shown on OTS-068-28	✓
Red Rocks Scientific Reserve	As shown on OTS-068-29	✓
Pukerua Bay Scientific Reserve	As shown on OTS-068-30	✓
Oteranga Bay Marginal Strip	As shown on OTS-068-23	
Queen Elizabeth Park	As shown on OTS-068-24	
Whareroa Farm	As shown on OTS-068-25	
Te Onepoto Bay	As shown on OTS-068-26	
Pauatahanui Wildlife Reserve	As shown on OTS-068-31	✓
Horokiri Wildlife Management Reserve	As shown on OTS-068-32	✓
Battle Hill Farm Forest Park	As shown on OTS-068-27	
Lake Rotoiti, Nelson Lakes National Park	As shown on OTS-068-33	✓
Lake Rotoroa, Nelson Lakes National Park	As shown on OTS-068-34	✓
Wairau Pa	As shown on OTS-068-35	✓
Chetwode Islands	As shown on OTS-068-36	✓
Malcolm's Bay Scenic Reserve, Arapaoa Island	As shown on OTS-068-37	✓
Hutt River and its tributaries	As shown on OTS-068-45	✓
Maitai River and its tributaries	As shown on OTS-068-46	✓
Wairau River, Omaka River, Ōpaoa River, and Kaituna River and their tributaries	As shown on OTS-068-47	✓
Te Hoiere / Pelorus River and its tributaries	As shown on OTS-068-48	✓
Tuamarina River and its tributaries	As shown on OTS-068-49	✓
Buller River and its tributaries (northern portion)	As shown on OTS-068-50	✓
Waimea River and its tributaries	As shown on OTS-068-58	✓
Motueka River and its tributaries	As shown on OTS-068-59	✓

Schedule 1 **Te Tau Ihu Claims Settlement**
Bill—Parts 7 to 9

Coastal statutory areas

Statutory area	Location	Deed of recognition
Cook Strait	As shown on OTS-068-38	
Te Awarua-o-Porirua Harbour	As shown on OTS-068-39	
Wellington Harbour (Port Nicholson)	As shown on OTS-068-40	
Thoms Rock / Tokahaere	As shown on OTS-068-41	
Kapukapuariki Rocks	As shown on OTS-068-42	
Toka-a-Papa Reef	As shown on OTS-068-43	
Tawhitikurī / Goat Point	As shown on OTS-068-44	
Te Tau Ihu coastal marine area	As shown on OTS-068-70	

Schedule 2

s 41

Nga paihau sites

Nga paihau site	Location	Description
Kapiti Island	As shown on OTS-068-20	<i>Wellington Land District—Kapiti Coast District</i> <i>Kapiti Island Nature Reserve site</i> 1760.7517 hectares, more or less, being Section 3 Block I Kapiti Survey District, Waiorua Kapiti 5C, and any other land set apart as a reserve for the preservation of native flora and fauna by <i>Gazette</i> 1973, p 1381. <i>Kapiti Island North Nature Reserve site</i> 188.49 hectares, approximately, being Waiorua Kapiti 51B2A2 and Part Waiorua Kapiti 7. Subject to survey. <i>Kapiti Marine Reserve</i> 2167 hectares, more or less, being the areas shown as A and B on SO 36790.
The Brothers	As shown on OTS-068-21	<i>Marlborough Land District—Marlborough District</i> 12.0773 hectares, more or less, being Crown land Block XXII Gore Survey District SO 4903.
Wairau Lagoons (part of the Wairau Lagoons Wetland Management Reserve)	As shown on OTS-068-22	<i>Marlborough Land District—Marlborough District</i> Part Section 1 SO 7049, Section 3 Block I and Section 3 Block II Clifford Bay Survey District, Sections 3, 4, 5, and 6 Wairau District, Lot 1 DP 6087, Sections 9, 10, and 21 Opawa District, Part Sections 11

Schedule 2

**Te Tau Ihu Claims Settlement
Bill—Parts 7 to 9**

Nga paihau site	Location	Description and 22 Opawa District, and Lot 1 DP 6162.
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Schedule 3 **ss 59, 81, 82(3), 83(1)**
Cultural redress properties
Sites that vest in fee simple

Name of site	Description	Interests
Rarangi (Ngati Toa Rangatira)	<i>Marlborough Land District—Marlborough District</i> 0.7500 hectares, more or less, being Section 3 SO 426990. Part transfer 123115.	
Akatarawa Road conservation area	<i>Wellington Land District—Upper Hutt City</i> 1.0013 hectares, more or less, being Section 1 SO 426119. Part computer freehold register WN348/258.	
Former Tuamarina school house	<i>Marlborough Land District—Marlborough District</i> 0.1547 hectares, more or less, being Section 1 SO 427070. All computer freehold register MB4D/230.	Subject to an unregistered tenancy agreement dated 12 February 1997.
Rangihaeata	<i>Nelson Land District—Tasman District</i> 0.0852 hectares, more or less, being Section 27 Town of Rangihaeata.	
Pelorus Bridge	<i>Marlborough Land District—Marlborough District</i> 1.0000 hectare, more or less, being Section 2 SO 427361. Part computer freehold register MB50/234.	Subject to an unregistered grazing licence with concession number PAC 10-01-056 to P E, R J, and J P Bryant. Subject to <i>Gazette</i> 1997, p 418, declaring adjoining State highway 6 to be a limited access road. Together with water rights and incidental rights created by transfer 22889.

Name of site	Description	Interests
Titahi Bay Road site A	<i>Wellington Land District—Porirua City</i> 0.2478 hectares, more or less, being Section 1 SO 38131. Part <i>Gazette</i> 2012, p 3556.	
Titahi Bay Road site B	<i>Wellington Land District—Porirua City</i> 0.6309 hectares, more or less, being Section 2 SO 38131. Part <i>Gazette</i> 2012, p 3556, and all <i>Gazette</i> 2012, p 4060.	Subject to the easement in gross for a right to drain sewage, storm-water, and water referred to in section 66(2)(a) . Subject to the easement for a right of way and for a right to park referred to in section 66(2)(b) .

Sites that vest in fee simple subject to conservation covenants

Name of site	Description	Interests
Waikutakuta / Robin Hood Bay	<i>Marlborough Land District—Marlborough District</i> 1.9973 hectares, more or less, being Section 2 SO 428338. Part computer freehold register MB2D/634.	Subject to the conservation covenant referred to in section 67(3) . Subject to an easement in gross for a right to convey electricity and telecommunications in favour of Transpower New Zealand Limited with concession number NM-28568-TEL, registered as deed of easement 9021918.1.
Elaine Bay	<i>Nelson Land District—Marlborough District</i> 0.5237 hectares, more or less, being Section 1 SO 427923. Part <i>Gazette</i> 1991, p 3065.	Subject to the conservation covenant referred to in section 68(3) .

Sites that vest in fee simple to be
administered as reserves

Name of site	Description	Interests
Whitianga site	<i>Wellington Land District—Porirua City</i> 1.7720 hectares, more or less, being Section 1 SO 446636. All <i>Gazette</i> notice B493841.1 and all <i>Gazette</i> 2012, p 3494.	Historic reserve subject to section 18 of the Reserves Act 1977. Subject to the easement in gross for a right to drain sewage and storm-water referred to in section 69(5) .
Te Mana a Kupe	<i>Wellington Land District—Porirua City</i> 4.4100 hectares, more or less, being Section 1 SO 426110. Part <i>Gazette</i> notice 966075.1.	Scientific reserve subject to section 21 of the Reserves Act 1977.
Taputeranga Island	<i>Wellington Land District—Wellington City</i> 2.5776 hectares, more or less, being Sections 1 and 2 SO 429419. All computer freehold register WN25C/180.	Historic reserve subject to section 18 of the Reserves Act 1977.
Onehunga Bay	<i>Wellington Land District—Porirua City</i> 6.3195 hectares, more or less, being Sections 1 and 2 SO 446704. Part computer freehold register WN447/193 (limited as to parcels).	Historic reserve subject to section 18 of the Reserves Act 1977. Subject to the easement for a right to convey water referred to in section 72(6) .
Wainui	<i>Wellington Land District—Kapiti Coast District</i> 1.5000 hectares, more or less, being Section 1 SO 446259. Part computer freehold register 453989.	Recreation reserve subject to section 17 of the Reserves Act 1977.
Te Onepoto Bay	<i>Wellington Land District—Porirua City</i> 0.6612 hectares, more or less, being Lot 166 DP 32215. Part computer freehold register WN24A/47.	Recreation reserve subject to section 17 of the Reserves Act 1977.

Name of site	Description	Interests
Te Arai o Wairau	<i>Marlborough Land District—Marlborough District</i> 0.4254 hectares, more or less, being Sections 1 and 2 SO 446375. Part <i>Gazette</i> 1956, p 2, and part <i>Gazette</i> 1979, p 2633.	Historic reserve subject to section 18 of the Reserves Act 1977. Subject to the easement in gross for a right to place a monument referred to in section 75(7) . Subject to <i>Gazette</i> notice 84820 declaring adjoining State highway 1 to be a limited access road.
Pukatea / Whites Bay	<i>Marlborough Land District—Marlborough District</i> 1.3160 hectares, more or less, being Section 1 SO 429266. Part <i>Gazette</i> notice 30056 and part <i>Gazette</i> notice 54787.	Recreation reserve subject to section 17 of the Reserves Act 1977.
Horahora-kākahu	<i>Marlborough Land District—Marlborough District</i> 2.3470 hectares, more or less, being Section 1 SO 447529. All <i>Gazette</i> 1913, p 2821.	Historic reserve subject to section 18 of the Reserves Act 1977.
Tokomaru / Mount Robertson	<i>Marlborough Land District—Marlborough District</i> 49.6000 hectares, more or less, being Section 1 SO 426595. Part <i>Gazette</i> notice 135293.	Scenic reserve subject to section 19(1)(a) of the Reserves Act 1977. Subject to the right of way easement in gross referred to in section 78(6) . Subject to an unregistered telecommunications licence and easement with concession number NM-27041-TEL (dated 5 May 2010) to Airways Corporation of New Zealand Limited.

Sites that vest in fee simple to be held as
Maori reservations

Name of site	Description	Interests
Taupo urupa	<i>Wellington Land District—Porirua City</i> 0.0875 hectares, more or less, being Section 1 SO 443344. Part computer freehold register WN25C/949.	Maori reservation subject to section 338 of Te Ture Whenua Maori Act 1993 set apart for the purposes of a burial ground and held for the benefit of Ngati Toa Rangatira.
Whitireia urupa	<i>Wellington Land District—Porirua City</i> 1.0062 hectares, more or less, being Section 3 SO 446704. Part computer freehold register WN447/193 (limited as to parcels).	Maori reservation subject to section 338 of Te Ture Whenua Maori Act 1993 set apart for the purposes of a burial ground and held for the benefit of Ngati Toa Rangatira.

Schedule 4 **ss 107(1), 112(4)(b)**
Kapiti Island redress

Kapiti Island site

Name of site	Description
Kapiti Island site	<i>Wellington Land District—Kapiti Coast District</i> 1 hectare, approximately, being Part Waiorua Kapiti 7 (part Maori Land Court order B531357.5). Subject to survey. As shown on OTS-068-01.

Kapiti Island North Nature Reserve site

Name of site	Description	Interests
Kapiti Island North Nature Reserve site	<i>Wellington Land District—Kapiti Coast District</i> 188.49 hectares, approximately, being Waiorua Kapiti 51B2A2 (all computer freehold register WN48C/227) and Part Waiorua Kapiti 7 (part Maori Land Court order B531357.5). Subject to survey. As shown in yellow on OTS-068-61.	Nature reserve subject to section 20 of the Reserves Act 1977. Subject to an unregistered research permit with number WE-30216-FLO to R Buxton. Subject to an unregistered concession to Waiorua Lodge Limited (trading as Kapiti Island Alive) with concession number WE-22410-GUI (dated 10 July 2008).

Kapiti Island North Nature Reserve balance site

Name of site	Description
Kapiti Island North Nature Reserve balance site	<i>Wellington Land District—Kapiti Coast District</i> 1 hectare, approximately, being Part Waiorua Kapiti 7 (part Maori Land Court order B531357.5). Subject to survey.

Kapiti Island Nature Reserve site

Name of site	Description
Kapiti Island Nature Reserve site	<i>Wellington Land District—Kapiti Coast District</i> 1760.7517 hectares, more or less, being Section 3 Block I Kapiti Survey District and Waiorua Kapiti 5C.

Schedule 5

ss 203, 209(3)

Notices in relation to RFR land**1 Requirements for giving notice**

A notice by or to an RFR landowner, or the trustees of an offer trust or recipient trust, under **subpart 4 of Part 9** must be—

- (a) in writing and signed by—
 - (i) the person giving it; or
 - (ii) at least 2 of the trustees of the trust, or the 1 trustee of the trust if it has only 1 trustee, for a notice given by the trustees; and
- (b) addressed to the recipient at the street address, postal address, or fax number—
 - (i) specified for the trustees in accordance with the relevant deed of settlement, for a notice to the trustees; or
 - (ii) specified by the RFR landowner in an offer made under **section 179**, specified in a later notice given to the trustees, or identified by the trustees as the current address or fax number of the RFR landowner, for a notice by the trustees to an RFR landowner; or
 - (iii) of the national office of LINZ, for a notice given to the chief executive of LINZ under **section 198, 201, or 202**; and
- (c) given by—
 - (i) delivering it by hand to the recipient's street address; or
 - (ii) posting it to the recipient's postal address; or
 - (iii) faxing it to the recipient's fax number.

2 Time when notice received

- (1) A notice is to be treated as having been received—
 - (a) at the time of delivery, if delivered by hand; or
 - (b) on the second day after posting, if posted; or
 - (c) at the time of transmission, if faxed.
- (2) However, a notice is to be treated as having been received on the next working day if, under **subclause (1)**, it would be treated as having been received—

- (a) after 5 pm on a working day; or
- (b) on a day that is not a working day.

**NGATI TOA RANGATIRA DEED OF SETTLEMENT
ATTACHMENTS**

7. DRAFT HAKA KA MATE ATTRIBUTION BILL

Draft settlement Bill for attachment to signed deed of settlement

Te Tau Ihu Claims Settlement Bill—Part 10

Government Bill

Explanatory note

General policy statement

This Bill gives effect to the deeds of settlement in which the Crown and Ngāti Apa ki te Rā Tō, Ngāti Kuia, Rangitāne o Wairau, Ngāti Kōata, Ngāti Rārua, Ngāti Tama ki Te Tau Ihu, Te Ātiawa o Te Waka-ā-Maui, and Ngati Toa Rangatira agree to the final settlement of the historical claims of those iwi.

It is intended to divide the Bill at the committee of the whole House stage so that—

- *Parts 1 to 3* become the Ngāti Apa ki te Rā Tō, Ngāti Kuia, and Rangitāne o Wairau Claims Settlement Bill;
- *Parts 4 to 6* become the Ngāti Kōata, Ngāti Rārua, Ngāti Tama ki Te Tau Ihu, and Te Ātiawa o Te Waka-ā-Maui Claims Settlement Bill;
- *Parts 7 to 9* become the Ngati Toa Rangatira Claims Settlement Bill;
- *Part 10* becomes the Haka Ka Mate Attribution Bill.

Part 10—Haka Ka Mate attribution

Part 10 provides for redress to Ngati Toa Rangatira relating to the haka Ka Mate.

It is the intention of the Crown and Ngati Toa Rangatira that Ngati Toa Rangatira have a right of attribution in perpetuity in relation to the haka Ka Mate that is not assignable.

Clause by clause analysis

Clause 1 states the Bill's Title.

Clause 2 specifies the Bill's commencement date.

Part 10

Haka Ka Mate attribution

Part 10 provides for redress to Ngati Toa Rangatira relating to the haka Ka Mate.

Clause 3 states the purpose of *Part 10* of the Bill.

Clause 4 provides that the provisions of *Part 10* of the Bill take effect on the settlement date.

Clause 5 provides that *Part 10* of the Bill binds the Crown.

Clause 6 provides that *Part 10* of the Bill is to be interpreted in a manner that best furthers the agreements in the deed of settlement.

Clause 7 defines certain terms used in *Part 10* of the Bill.

Clause 8 provides for the Crown's acknowledgement of the significance of Ka Mate to Ngati Toa Rangatira and the statement made by Ngati Toa Rangatira relating to Ka Mate.

Clause 9 confers a right of attribution on Ngati Toa Rangatira in relation to Ka Mate. Anything to which the right of attribution applies must include a statement that Te Rauparaha was the composer of Ka Mate and a chief of Ngati Toa Rangatira.

Clause 10 describes the things to which the right of attribution applies and some things to which it does not apply.

The right of attribution applies to—

- any publication of Ka Mate for commercial purposes:
- any communication of Ka Mate to the public:
- any film that includes Ka Mate and is shown in public or is issued to the public.

But the right of attribution does not apply to—

- any performance of Ka Mate, including by a kapa haka group:
- anything used for educational purposes:

- anything made for the purpose of criticism, review, or reporting current events.

Clause 11 restricts the remedies for a failure to comply with the right of attribution to a declaratory judgment or order. Costs may also be awarded.

The Schedule sets out the statement made by Ngati Toa Rangatira relating to Ka Mate.

Hon Christopher Finlayson

**Te Tau Ihu Claims Settlement
Bill—Part 10**

Government Bill

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Statement relating to Ka Mate	

The Parliament of New Zealand enacts as follows:

- Title**
This Act is the Te Tau Ihu Claims Settlement Act **2012**.

2 Commencement

This Act comes into force on the day after the date on which it receives the Royal assent.

Part 10**Haka Ka Mate attribution****3 Purpose**

The purpose of **this Part** is to give effect to certain provisions of the deed of settlement that settles the historical claims of Ngati Toa Rangatira. The provisions relate to the haka Ka Mate.

4 Provisions take effect on settlement date

The provisions of **this Part** take effect on the settlement date.

5 Act binds the Crown

This Part binds the Crown.

6 Interpretation of Act generally

It is the intention of Parliament that the provisions of **this Part** are interpreted in a manner that best furthers the agreements expressed in the deed of settlement.

7 Interpretation

In **this Part**, unless the context requires another meaning,—
communication has the meaning given by section 2(1) of the Copyright Act 1994

Crown has the meaning given by section 2(1) of the Public Finance Act 1989

deed of settlement means the deed of settlement for Ngati Toa Rangatira dated 7 December 2012, entered into by the Crown, Ngati Toa Rangatira, and the Toa Rangatira Trust, including any schedules or attachments and including any amendments

film has the meaning given by section 2(1) of the Copyright Act 1994

Ka Mate means the words and associated actions and choreography, whether in whole or part, of the haka known as Ka Mate

Ngati Toa Rangatira has the meaning given by **section 13(1) of Parts 7 to 9**

publication means that something is—

- (a) issued to the public; or
- (b) made available to the public by means of an electronic retrieval system

right of attribution means the right of attribution conferred by **section 9**

rights representative means—

- (a) Te Runanga o Toa Rangatira Incorporated; or
- (b) the person to whom the right to enforce the right of attribution under **section 11** has been assigned in accordance with the constitutional documents of Te Runanga o Toa Rangatira Incorporated or any other prior rights representative

settlement date means the date that is 70 working days after the date on which **this Part** comes into force.

8 Acknowledgements by the Crown

- (1) The Crown acknowledges the significance of Ka Mate—
 - (a) as a taonga of Ngati Toa Rangatira; and
 - (b) as an integral part of the history, culture, and identity of Ngati Toa Rangatira.
- (2) The Crown acknowledges the statement made by Ngati Toa Rangatira, and set out in **the Schedule**, relating to—
 - (a) Te Rauparaha, the composer of Ka Mate;
 - (b) the composition of Ka Mate;
 - (c) the association of Ngati Toa Rangatira with Ka Mate and their role as kaitiaki of Ka Mate;
 - (d) the values of Ngati Toa Rangatira concerning the use and performance of Ka Mate.
- (3) The Crown recognises that Ngati Toa Rangatira hold the right of attribution.

9 Right of attribution

- (1) Ngati Toa Rangatira have a right of attribution in relation to Ka Mate.
- (2) The right of attribution applies to the things described in **section 10**.
- (3) Anything to which the right of attribution applies must include a statement that Te Rauparaha was the composer of Ka Mate and a chief of Ngati Toa Rangatira.
- (4) The statement must be—
 - (a) clear and reasonably prominent; and
 - (b) likely to bring Te Rauparaha's identity, as the composer of Ka Mate and a chief of Ngati Toa Rangatira, to the attention of a viewer or listener.
- (5) However, the right of attribution is subject to any written waiver given, or written agreement entered into, by the rights representative.

10 Right of attribution applies to certain things

- (1) The right of attribution applies to—
 - (a) any publication of Ka Mate for commercial purposes;
 - (b) any communication of Ka Mate to the public;
 - (c) any film that includes Ka Mate and is shown in public or is issued to the public.
- (2) However, the right of attribution does not apply to—
 - (a) any performance of Ka Mate, including by a kapa haka group;
 - (b) anything used for educational purposes;
 - (c) anything made for the purpose of criticism, review, or reporting current events.
- (3) In **subsection (1)**, **Ka Mate** includes a performance or representation of Ka Mate (so that, for example, a communication of Ka Mate includes a communication of a performance or representation of Ka Mate).

11 Remedy for failure to attribute

- (1) The right of attribution may be enforced only by obtaining a declaratory judgment or order against a person responsible for the thing to which the right applies.

- (2) The right of attribution may be enforced only by the rights representative on behalf of Ngati Toa Rangatira.
- (3) The Declaratory Judgments Act 1908 applies to proceedings for the declaratory judgment or order, despite anything to the contrary in any enactment or rule of law.
- (4) The declaratory judgment or order may state that—
 - (a) the right of attribution applies to the thing for which the person is responsible; and
 - (b) the person must comply with **this Part**.
- (5) To avoid doubt, the court may award costs under section 13 of the Declaratory Judgments Act 1908.

Schedule

s 8(2)

Statement relating to Ka Mate

1. **Te Rauparaha—the creator (composer) of the haka Ka Mate**
 - (1) Ka Mate was composed by the Ngati Toa Rangatira chief Te Rauparaha, a descendent of Hoturoa who was captain of the Tainui canoe. Te Rauparaha was born in the 1770s at Kawhia and he died in 1849 at Otaki. Te Rauparaha was a man of great mana; he was the instigator of the emigration of Ngati Toa Rangatira from Kawhia, their consequent conquest and settlement in Kapiti, Port Nicholson, and Te Tau Ihu, and their revitalisation as an iwi.
 - (2) Te Rauparaha was the product of an arranged marriage. Werawera (father-to-be of Te Rauparaha) heard of the beauty of Parekohatu, a younger daughter of the Ngati Raukawa/Ngati Huia chief Korouaputa. Werawera decided to approach Korouaputa and seek his consent to take Parekohatu as his wife. At Maungatautari, Werawera made the reason for his visit known. Addressing Korouaputa he said, “I haere mai ahau ki a koe he wahine te take” (I come to you, a woman is the reason). Korouaputa replied, “Heoi ano ko te mea i mahue mai nei ki au, ko taku mokai, he mea hari wai maaku” (The only one I have left is my favourite, she brings me water). Werawera responded, “E pai ana tukuna mai” (It is well give her (to me)). Korouaputa after giving the matter some thought

replied, “Heoi ano kaore e kore ki te whiwhi tamariki, tera ano he taniwha tetahi” (Never the less, yes without a doubt when children come there will be a taniwha). When Te Rauparaha was born in the 1770s at Kawhia, Werawera took him back to Maungatautari so that his grandfather could see him. When the old man saw the baby he stated, “Ae. Koia.”

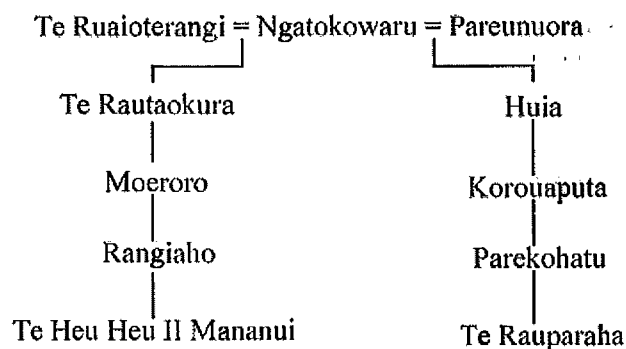
- (3) From that time he was spoken of as a chiefly child, and raised as a rangatira, until he grew old enough to again return to Maungatautari, this time to live with his mother’s people and to learn the art of weaponry, the flow of the taiaha, and the parry of the wahaika.

2 Composition of the haka Ka Mate

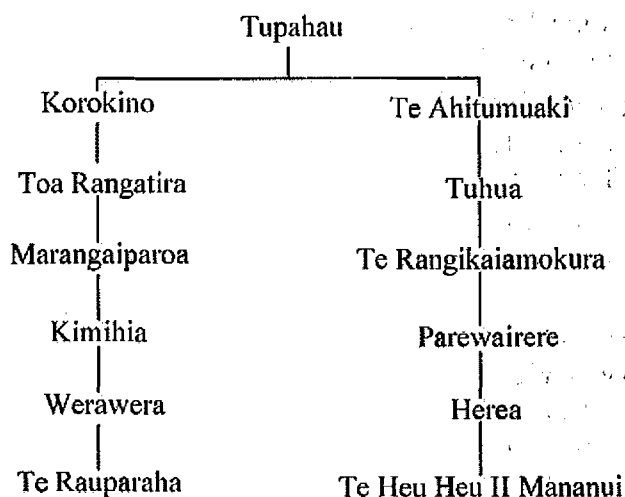
- (1) The story of the composition of Ka Mate is well known within the oral histories of Ngati Toa Rangatira. The event took place while the iwi were still based in Kawhia and Te Rauparaha was gaining prominence as a leader.

- (2) During this time, Ngati Toa Rangatira were faced with increasing pressure and ongoing hostilities from iwi based in the Waikato, who sought access and control over coastal resources such as the Kawhia Harbour and surrounding coast. A fragile peace had been made with the Waikato iwi, but Te Rauparaha and the other Ngati Toa Rangatira leaders were aware of the imminent conflict which could erupt at any time. Te Rauparaha journeyed from Kawhia to seek alliances with other tribal groups, one of those being Tuwharetoa who lived in the Lake Taupo region. Te Rauparaha was connected to Tuwharetoa and Te Heu Heu II Mananui, the Paramount Chief of Tuwharetoa.

- (3) The relationship between Te Rauparaha and the Tuwharetoa chief Te Heu Heu II Mananui is shown by this whakapapa showing their respective mothers to be second cousins.



- (4) Both also descend from Tupahau, ancestor of Toa Rangātira.



- (5) When he arrived at Te Rapa, which is located near Tokaanu, Te Rauparaha was told by Te Heu Heu II Mananui that he was being pursued by a war party from Ngati Te Aho, who wanted revenge for a previous incident involving Ngati Toa Rangātira. Te Heu Heu directed Te Rauparaha to seek the protection of his relative Te Wharerangi at his pa on Motu-o Puhī, an island in Lake Rotoaira.
- (6) As the war party closed in on their quarry, guided by the incantations of their tohunga, Te Wharerangi instructed Te

Rauparaha to hide in a taewa pit and instructed his wife, Te Rangikoaea, to sit at the entrance. By doing this, Te Rauparaha was hidden and protected physically, but, more importantly, in a spiritual sense as well. As the Ngati Te Aho party entered the pa, their tohunga made incantations to locate Te Rauparaha, but the noa of Te Rangikoaea, who sat at the mouth of the pit, acted as an “araī” or barrier. The karakia was inhibited due to the woman’s presence.

(7) Te Rauparaha could not be sure that his presence would not be revealed and could feel the power of the incantations. He is said to have muttered “Ka Mate! Ka Mate!” under his breath (Will I die!) and “Ka Ora! Ka Ora!” (or will I live!) when the Noa reduced the incantation’s effect. These lines were repeated many times, coinciding with the waxing and waning of the tohunga’s power, until eventually Ngati Te Aho were convinced that Te Rauparaha had escaped towards Taranaki. It was only then that he finally exclaimed “Ka Ora! Ka Ora! Tenei te tangata Puhuruhuru nana nei i tiki mai Whakawhiti te ra!” (I live! I live! For it was indeed the wondrous power of a woman (“the Noa”) that fetched the sun and caused it to shine again!).

(8) The word “Upane” is an ancient battle command meaning to advance or an order to advance en masse. The composer is likening his exit from the confines of the taewa pit to the advance of a party making an attack. The final exclamation “whiti te ra” means “into the sunlight” and obviously describes the situation and his survival from the threat of capture and possible death.

Kikiki kakaka kau ana!
 Kei waniwania taku tara
 Kei tarawahia, kei te rua i te kerokero!
 He pounga rahui te uira ka rarapa;
 Ketekete kau ana to peru koi riri
 Mau au e koro e – Hi! Ha!
 Ka wehi au a ka matakana,
 Ko wai te tangata kia rere ure?

Tirohanga ngā rua rerarera
 Ngā rua kuri kakamu i raro! Aha ha!

Ka Mate! Ka Mate!
 Ka Ora! Ka Ora!
 Ka Mate! Ka Mate!
 Ka Ora! Ka Ora!
 Tenei te tangata
 Puhuruhuru nana nei i tiki mai
 Whakawhiti te ra!
 Upane, ka Upane
 Upane, ka Upane
 Whiti te ra!

- 3 Ngati Toa Rangatira association with Ka Mate, and their role as kaitiaki**
- (1) The haka Ka Mate is regarded by Ngati Toa Rangatira as one of the legacies of Te Rauparaha. Given the role of Te Rauparaha in Ngati Toa Rangatira history, the connection between Ngati Toa Rangatira and the haka Ka Mate is significant, and it forms an integral part of Ngati Toa Rangatira history, culture, and identity.
- (2) The haka Ka Mate is a taonga of Ngati Toa Rangatira. While it is the intellectual creation of the Ngati Toa Rangatira chief Te Rauparaha, in creating it he drew upon the body of knowledge and values Ngati Toa Rangatira refer to as “matauranga Maori”. In Maori thinking, such a composition does not “belong” to the composer per se but instead is a taonga of the iwi to which the composer affiliates. It is they who give life and form to the words.
- (3) By definition, Ngati Toa Rangatira believe it is a taonga because it has whakapapa and connects them to their ancestors. The existence of the haka Ka Mate brings the tupuna Te Rauparaha to life and tells an important story in the Ngati Toa Rangatira iwi history. Ngati Toa Rangatira believes it has a korero embedded within it. This korero relates not only to the survival of Te Rauparaha but, as part of the iwi’s collective identity, the

re-establishment and revitalisation of the Ngati Toa Rangatira people due to the vision and later actions of Te Rauparaha. Because of these characteristics, the haka Ka Mate has a mauri (a life force).

(4) Ka Mate also has kaitiaki. Ngati Toa Rangatira are the kaitiaki of Ka Mate and it is their lineage that creates this kaitiaki relationship. The primary obligation of kaitiaki is to protect and safeguard the mauri of the taonga as well as the matauranga that sits beneath it.

(5) As kaitiaki, the Ngati Toa Rangatira relationship with this taonga will be perpetual. As long as it continues to exist, Ngati Toa Rangatira obligations will continue. A large component of this will be protecting the mauri of the haka Ka Mate from mistreatment such as offensive and derogatory use.

4 Values concerning use and performance of Ka Mate

Ngati Toa Rangatira seek to ensure that the interests of the iwi in the haka Ka Mate are appropriately recognised. Of particular concern is the appropriate use of the haka. It is of great significance to Ngati Toa Rangatira that the haka is treated with respect. The values which Ngati Toa Rangatira seek to uphold are the ihi, wehi, and wana—the ihi being the spiritual force and the wehi and wana being the emotions that emanate from understanding and performing correctly, inspiring emotional pride in the performer.