

**THE TRUSTEES OF THE PORT NICHOLSON BLOCK
SETTLEMENT TRUST**

and

THE CROWN

**DEED TO AMEND THE
TARANAKI WHĀNUI KI TE UPOKO O TE IKA
DEED OF SETTLEMENT**

THIS DEED is made on the _____ day of _____ 2018

BETWEEN **THE TRUSTEES OF THE PORT NICHOLSON BLOCK
SETTLEMENT TRUST**

AND **THE CROWN**

BACKGROUND

- A. Taranaki Whānui ki Te Upoko o Te Ika, the trustees of the Port Nicholson Block Settlement Trust, and the Crown are parties to a deed of settlement of historical claims dated 19 August 2008 (the "Deed of Settlement").
- B. The passage of time has enabled technical information pertaining to certain Right of First Refusal (RFR) properties to be updated. These RFR properties were negotiated as part of the Deed of Settlement. This deed reflects those changes.
- C. The trustees of the Port Nicholson Block Settlement Trust and the Crown have agreed to add Thorndon School as a deferred selection sale and leaseback property in the Deed of Settlement, to resolve all issues between the parties relating to an error in the value of one of the deferred selection properties in the Deed of Settlement.
- D. The trustees of the Port Nicholson Block Settlement Trust and the Crown also wish to amend the legal descriptions of certain deferred selection properties and RFR land to rectify errors in these legal descriptions.
- E. Consequently, the trustees of the Port Nicholson Block Settlement Trust and the Crown wish to enter this deed to formally record certain amendments to the Deed of Settlement, in accordance with clause 8.14 of the Deed of Settlement.

IT IS AGREED as follows:

EFFECTIVE DATE OF THIS DEED

1. This deed takes effect:
 - 1.1 in relation to all of the amendments other than those that relate to Thorndon School, when the deed is properly executed by the parties; and
 - 1.2 in relation to all of the amendments relating to Thorndon School, when the amendment legislation comes into force.

AMENDMENTS TO THE DEED OF SETTLEMENT

2. The Deed of Settlement:
 - 2.1 is amended by making the amendments set out in Schedules 1 to 6 to this deed; but
 - 2.2 remains unchanged except to the extent provided by this deed.

DEFINITIONS AND INTERPRETATION

3. Unless the context otherwise requires:

3.1 **amendment legislation** means:

- (a) a Māori Purposes Bill proposed by the Crown for introduction to the House of Representatives that includes a provision or provisions to amend the settlement legislation by authorising the transfer of Thorndon School as a deferred selection property to the governance entity in accordance with the Deed of Settlement; and
- (b) if that bill is passed, the resulting Act;

3.2 **Thorndon School** means the property described in Schedule 4;

3.3 terms or expressions defined in the Deed of Settlement have the same meanings in this deed; and

3.4 the rules of interpretation in the Deed of Settlement apply (with all appropriate changes) to this deed.

COUNTERPARTS

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

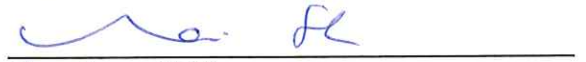
SIGNED as a deed on the 19 day of DECEMBER 2018

SIGNED for and on behalf of THE CROWN by the Minister for Māori Crown Relations: Te Arawhiti,



in the presence of:

Honourable Kelvin Glen Davis



Signature of Witness

MARIAN SMITH

Witness Name

DIRECTOR

Occupation

REIKORANGI, WAIKAWAE

Address

SIGNED by the trustees of the PORT NICHOLSON BLOCK SETTLEMENT TRUST

SIGNED by Neville McClutchie Baker



as trustee, in the presence of:

Neville McClutchie Baker



Signature of Witness



Witness Name



Occupation



Address

SIGNED by John Fredrick Coffey



as trustee, in the presence of:

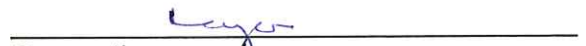
John Fredrick Coffey



Signature of Witness



Witness Name



Occupation

Auckland
Address

SIGNED by Holden Brent Hohaia
 [Signature] Holden Brent Hohaia
as trustee, in the presence of:

 [Signature]
Signature of Witness

 [Signature]
Witness Name

 [Signature]
Occupation

 Auckland
Address

SIGNED by Morris Te Whiti Love
 [Signature] Morris Te Whiti Love
as trustee, in the presence of:

 [Signature]
Signature of Witness

 William Makea
Witness Name

 Finance Manager
Occupation

 Kilbirnie, Wellington
Address

 [Signature]

SIGNED by Wayne Thomas Mulligan
 Wayne Thomas Mulligan (Chair)
as trustee, in the presence of:

 [Signature]
Signature of Witness

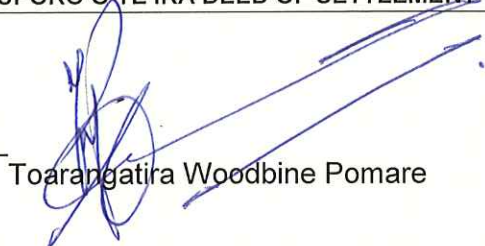
 William Makea
Witness Name

 Finance Manager
Occupation

 Kilbirnie, Wellington
Address

DEED TO AMEND THE TARANAKI WHĀNUI KI TE UPOKO O TE IKA DEED OF SETTLEMENT

SIGNED by Toarangatira Woodbine Pomare



as trustee, in the presence of:

Toarangatira Woodbine Pomare

M Ehu
Signature of Witness

Wale McEwen
Witness Name

Coys
Occupation

Auckland
Address

SIGNED by Mahina Puketapu



as trustee, in the presence of:

Mahina Puketapu

M Ehu
Signature of Witness

Wale McEwen
Witness Name

Coys
Occupation

Auckland
Address

SIGNED by Ihakara James Puketapu-Dentice



as trustee, in the presence of:

Ihakara James Puketapu-Dentice

M Ehu
Signature of Witness

Wale McEwen
Witness Name

Coys
Occupation

Auckland
Address

Schedule 1

AMENDMENTS TO THE DEED OF SETTLEMENT

Current reference	Amendment
Provisions Schedule	
Paragraph 4.1	<p>Add the following definition for “amendment legislation” after the definition for “actual DSP settlement date”:</p> <p>“amendment legislation means:</p> <p>(a) a Māori Purposes Bill proposed by the Crown for introduction to the House of Representatives that includes a provision or provisions to amend the settlement legislation by authorising the transfer of Thorndon School to the governance entity in accordance with the deed; and</p> <p>(b) if that bill is passed, the resulting Act;”</p>
Paragraph 4.1	<p>Add the following definition for “commencement date for Thorndon School” after the definition for “arbitrator”:</p> <p>“commencement date for Thorndon School means the date that is 10 business days after the date on which the amendment legislation comes into force in relation to Thorndon School;”</p>
Paragraph 4.1	<p>Amend the definition for “deferred notice period” by deleting subparagraph (b) and replacing it with the following:</p> <p>“(b) a leaseback property that is not Thorndon School, the period of 10 years from the settlement date; and</p> <p>(c) Thorndon School, the period of two years from the commencement date for Thorndon School;”</p>
Paragraph 4.1	<p>Amend the definition for “leaseback property” by adding the words “and Thorndon School” to the end of the definition</p>

Paragraph 4.1	Delete the definition for “ outstanding terms ” and replace it with the following: “ outstanding terms , in relation to a ground lease for a leaseback property that is not Thorndon School, has the meaning given to it in paragraph 4.49;”
Paragraph 4.1	Amend the definition for “ selected leaseback property ” by adding the words “or paragraph 4.4.3” to the end of this definition
Paragraph 4.1	Add the following definition for “ Thorndon School ” after the definition for “ terms of transfer ”: “ Thorndon School means the deferred selection property in subpart I;”
Paragraph 4.4.2	Add the words “that is not Thorndon School” after the words “a leaseback property” in the first line and in the second line and delete the full stop at the end of the paragraph and replace it with “; or”
Paragraph 4.4.2(b)	Add the words “, excluding Thorndon School,” after the words “notice of interest” in the second line
New paragraph 4.4.3	Add the following new paragraph after paragraph 4.4.2(b): “4.4.3 Thorndon School, at any time in the period of two years from the commencement date for Thorndon School.”
Paragraph 4.9	Add the following words after the words “under subpart F”: “or, in relation to Thorndon School, on the terms set out in the lease headed “Ground Lease for Thorndon School” in the leaseback schedule,”
Paragraph 4.19.3	Add the words “that is not Thorndon School” after the words “to a leaseback property” in the first line
Paragraph 4.30.2(b)	Add the words “that is not Thorndon School” after the words “is a leaseback property”
New paragraph 4.30.2(c)	Add the following paragraph after paragraph 4.30.2(b): “(c) if the property is Thorndon School, its market rental for the ground lease for that property (set out in the leaseback schedule); and”

<p>New paragraph 4.51A</p>	<p>Add the following paragraph after paragraph 4.51:</p> <p>“THORNDON SCHOOL</p> <p>4.51A To avoid doubt, this subpart does not apply to Thorndon School. The terms of the ground lease for Thorndon School, except for its rental which is to be agreed or determined under subpart E, are set out in the lease headed “Ground Lease for Thorndon School” in the leaseback schedule.”</p>
<p>Paragraph 4.53.1(a)(ii)</p>	<p>Delete the words “leasehold property” and replace them with the words “leaseback property that is not Thorndon School”</p>
<p>New paragraph 4.53.1(a)(iii)</p>	<p>Add the following paragraph after paragraph 4.53.1(a)(ii):</p> <p>“(iii) if the property is Thorndon School, the lease to the land holding agency for that property in the leaseback schedule; and”</p>
<p>Part 4, subpart H</p>	<p>In the column headed “Value of property for purposes of paragraph 4.4.2” for the property named “Wellington District Court”, replace the value with:</p> <p>“\$6,500,000”</p>
<p>Part 4, subpart H</p>	<p>In the column headed “Legal description” for the property named “Hutt Valley High School”, add the following:</p> <p>“0.1275 hectares, more or less, being Lots 3 and 4 DP 8552. All CFR WN391/50.”</p>
<p>Part 4, subpart H</p>	<p>In the column headed “Legal description” for the property named “Northland School”, delete the legal description and replace it with the following:</p> <p>“0.5569 hectares, more or less, being Sections 73 and 74 Karori District. All CFR WNC4/962.”</p>
<p>Part 4, subpart H</p>	<p>In the column headed “Legal description” for the property named “Te Aro School”, delete the legal description and replace it with the following:</p> <p>“1.09 hectares, approximately, being Section 434 and Part Sections 432 and 433 Town of Wellington. Part GN B492166.2. Subject to survey.</p> <p>0.4092 hectares, more or less, being Part Town Belt Town of Wellington. Balance CFR WN532/106.”</p>

Part 4, subpart H (page 72)	Delete all of the property details in the six columns for the property named "Wellington Girls' College" and replace with the property details in Schedule 3
Part 4, new subpart I	Add subpart I after subpart H as set out in Schedule 4
Part 8	Amend the definition for " deferred selection property " by adding the words "or subpart I" after the words "in subpart H"
Part 8	Amend the definition of " land holding agency " by adding the words "or subpart I" after the words "in subpart H"
Documents Schedule	
New part 6A	Add the plan labelled "Thorndon School & Wellington Girls' College" in Schedule 5 as new part 6A immediately after part 6
RFR Land Schedule	
Right of First Refusal Properties – General	The properties described in Schedule 2 are added to the table titled "Right of First Refusal Properties – General"
Ministry of Education, Gracefield School (page 241)	Replace the legal description with the following legal description: "2.0432 hectares, more or less, being Section 53 Block LVII Hutt Valley Settlement. Balance CFR WN808/90. 0.0053 hectares, more or less, being Lot 3 DP 18769. All <i>Gazette</i> 1969 page 1470."
Ministry of Education, Hutt Valley High School (page 242)	Add the following to the legal description: "0.1275 hectares, more or less, being Lots 3 and 4 DP 8552. All CFR WN391/50."

<p>Ministry of Education, Te Aro School</p> <p>(page 251)</p>	<p>Replace the legal description with the following to the legal description:</p> <p>“1.09 hectares, approximately, being Section 434 and Part Sections 432 and 433 Town of Wellington. Part GN B492166.2. Subject to survey.</p> <p>0.4092 hectares, more or less, being Part Town Belt Town of Wellington. Balance CFR WN532/106.”</p>
<p>Ministry of Education, Wellington Girls' College</p> <p>(page 253)</p>	<p>Delete the legal description and replace it with the legal description for this property in column 3 of the table in Schedule 3.</p>
<p>Transit New Zealand properties Tinakori Road; - Land</p> <p>(page 414)</p>	<p>Replace the legal description with the following legal description</p> <p>“0.4318 hectares more or less being Pts Sec 570 Town of Wellington, Pts Sec 569 Town of Wellington, Pt Lots 1 & 2 DP 17025, Pt Lot 1 DP 11247, Pt Lots 1, 2 & 3 DP 4805, Pt Lots 1, 2 & 3 DP 5468, Pt Sec 566 Town of Wellington, Pt Lots 1 & 2 DP 6747, Pt Lot 3 DP 6485, Pt Lots 4 & 5 DP 6747, Pt Lots 1 - 6 DP 8738, Pt Lots 1 & 2 DP 9248, Pt Lot 2 DP 3923, Pt Lots 1 & 2 DP 4929, Pt Lot 1 A Plan 893, Pt Sec 549 Town of Wellington, Pt Lots 1 & 2 DP 6008, Pt Lot 8 DP 383, Pts Lot 7 DP 383, Pts Lot 4 DP 5056 & Lot 3 DP 5056. Area subject to survey”</p>
<p>Ministry of Education, Kimi Ora School</p> <p>(page 243)</p>	<p>Delete this property from the RFR land schedule</p>
<p>Ministry of Education, Thorndon School</p> <p>(page 251)</p>	<p>Delete the legal description and replace it with the legal description for this property in column 3 of the table in Schedule 4</p>
<p>LEASEBACK SCHEDULE</p>	
	<p>Add the lease for the property named “Thorndon School” in Schedule 6 to the leaseback schedule</p>

Schedule 2

RIGHT OF FIRST REFUSAL PROPERTIES

Agency	Property name / Agency ID	Legal descriptions
Ministry of Education	Waiwhetu Kindergarten	0.4007 hectares, more or less, being Lot 1 DP 319038. All CFR 74498. 0.1356 hectares, more or less, being Lot 3 DP 319038. All CFR 74500.
New Zealand Transport Authority	Hill Street property / SAP 88260182	0.0057 hectares, approximately, being part Lot 1 DP 10535. Part <i>Gazette</i> 1967 page 85. Subject to survey.
New Zealand Transport Authority	17 Abel Smith Street / SAP 88323051	0.0376 hectares, more or less, being Section 1 SO 441112. All CFR 554592.
New Zealand Transport Authority	23A Kensington Street / SAP 88260230	0.0120 hectares, more or less, being Part Lots 10 and 11 DP 1349. All CFR 569107.
New Zealand Transport Authority	23 Kensington Street / SAP 88260230	0.0061 hectares, more or less, being Sections 28 and 29 SO 385020. Part CIR 480641.

Schedule 3

PROPERTY DETAILS FOR WELLINGTON GIRLS' COLLEGE

DEED TO AMEND THE TARANAKI WHĀNUI KI TE UPOKO O TE IKA DEED OF SETTLEMENT

Land holding agency	Property name	Legal description	Address	Valuation	Value of property for purposes of paragraph 4.4.2
LEASEBACK PROPERTIES					
Ministry of Education	Wellington Girls' College	<p>Wellington Land District – Wellington</p> <p>0.0273 hectares, more or less, being Part Section 584 Town of Wellington. All Proc 4947.</p> <p>0.0356 hectares, more or less, being Lots 1, 2 and 3 DP 6786. All Proc 3803.</p> <p>0.2795 hectares, more or less, being Part Section 595 Town of Wellington. All CFR WN287/169.</p> <p>Part Reserve 2 City of Wellington. Part CFR WN1/205.</p> <p>0.0840 hectares, more or less, being Part Lot 1 Plan A/1655. Balance Proc 3545.</p> <p>0.0964 hectares, more or less, being Part Lot 1 Plan A/1655. All Proc 3559.</p> <p>0.0026 hectares, more or less, being Part Section 595 Town of Wellington. All Gazette 1963 page 295.</p>	Pipitea Street	Separately valued	\$13,800,000

DEED TO AMEND THE TARANAKI WHĀNUI KI TE UPOKO O TE IKA DEED OF SETTLEMENT

	<p>0.1037 hectares, more or less, being Part Reserve 2 City of Wellington. All Proc 516721.</p> <p>0.0961 hectares, more or less, being Part Reserve 2 City of Wellington. All Proc 4931.</p> <p>Part Sections 585, 586 and 595 Town of Wellington. Part CFR WN401/294 (limited as to parcels).</p> <p>0.0195 hectares, more or less, being Lot 1 DP 6748. All GN 769737.</p> <p>0.0200 hectares, more or less, being Lot 2 DP 6748. All GN 781992.1.</p> <p>0.0357 hectares, more or less, being Lot 9 DP 861. All GN 816120.</p> <p>0.0486 hectares, more or less, being Part Lots 1 and 8 DP 861. All GN 843902.</p> <p>0.0271 hectares, more or less, being Part Lots 1, 2 and 8 DP 861. All Proc 5205.</p> <p>0.0483 hectares, more or less, being Part Lots 1 and 2 DP 861. All GN 784567.</p> <p>0.0843 hectares, more or less being Closed Road as shown</p>	

DEED TO AMEND THE TARANAKI WHĀNUI KI TE UPOKO O TE IKA DEED OF SETTLEMENT

	<p>on SO 25534. All Proc 575531.</p> <p>Lot 1 DP 10348, Parts Lot 2 DP 9787, Part Lot 1 Plan A/1202 and Lot 1 DP 9787. Part CFR 779937.</p> <p>0.0169 hectares, more or less, being Part Section 585 Town of Wellington. All Proc 4544.</p> <p>0.0156 hectares, more or less, being Lot 1 Deeds Plan 590. All Proc 450145.</p> <p>0.0112 hectares, more or less, being Lot 2 Deeds Plan 590. All Proc 5353.</p> <p>0.0120 hectares, more or less, being Lot 3 Deeds Plan 590. All Proc 474444.</p> <p>0.0117 hectares, more or less, being Lot 4 Deeds Plan 590. All Proc 476855.</p> <p>0.0118 hectares, more or less, being Lot 5 Deeds Plan 590. All Proc 479955.</p> <p>0.0117 hectares, more or less, being Lot 6 Deeds Plan 590. All CFR WN562/149.</p> <p>0.0115 hectares, more or less, being Lot 7 Deeds Plan 590. All CFR WN560/79.</p>	

DEED TO AMEND THE TARANAKI WHĀNUI KI TE UPOKO O TE IKA DEED OF SETTLEMENT

				<p>Part Lot 10 DP 861. Part CFR WN441/283.</p> <p>All subject to survey. Total area to be approximately 1.5697 hectares, as shown shaded purple on the Thorndon School & Wellington Girls' College plan in part 6A of the documents schedule.</p>		
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Schedule 4

I DEFERRED SELECTION PROPERTY - THORNDON SCHOOL

DEED TO AMEND THE TARANAKI WHĀNUI KI TE UPOKO O TE IKA DEED OF SETTLEMENT

LEASEBACK PROPERTY				
Land holding agency	Property name	Legal description	Address	Valuation
Ministry of Education	Thorndon School	<p>Wellington Land District – Wellington</p> <p>0.4080 hectares, more or less, being Lot 1 Plan A/2947, Lot 11 Deeds Plan 27, Part Lot 13 Deeds Plan 27, Lot 17 Deeds Plan 27, Lot 1 DP 4659, Lot 1 DP 5859, Lot 1 DP 5443, Part Lot 1 Plan A/648, Lot 1 DP 808, Lot 1 DP 76023, Part Lot 15 DP 861 and Lot 2 DP 352333. All CFR 782453.</p> <p>Part Lots 10, 11 and 12 DP 861. Part CFR WN441/283.</p> <p>Part Lot 1 A/1202. Part CFR 779937.</p> <p>Part Section 586 Town of Wellington. Part CFR WN401/294 (limited as to parcels).</p> <p>Part Reserve 2 City of Wellington. Part CFR WN1/205.</p> <p>0.0782 hectares, more or less, being Lots 22 and 24 Deeds Plan 27. All GN 866350.</p>	20 Turnbull Street	Separately valued

DEED TO AMEND THE TARANAKI WHĀNUI KI TE UPOKO O TE IKA DEED OF SETTLEMENT

	<p>0.0347 hectares, more or less, being Lot 20 Deeds Plan 27. All GN 898025.</p> <p>All subject to survey. Total area to be approximately 0.6297 hectares, as shown shaded in green on the Thorndon School & Wellington Girls' College plan in part 6A of the document schedule.</p> <p>Note: There is a land swap expected to occur in early 2019. This will result in the area shaded yellow on the Thorndon School & Wellington Girls' College plan (0.0022 hectares) being removed from Thorndon School and the area hatched in red on the Thorndon School & Wellington Girls' College plan (0.0142 hectares) being added. Total area for the school would be approximately 0.7047 hectares.</p>		
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Schedule 5

6A THORNDON SCHOOL & WELLINGTON GIRLS' COLLEGE PLAN



Schedule 6

GROUND LEASE FOR THORNDON SCHOOL

Approved by the Registrar-General of Land under number 2018/3082

LEASE INSTRUMENT

(Section 91 Land Transfer Act 2017)



Land registration district

Wellington

Record(s) of Title	All/part	Area/Description of part

Lessor *Surname must be underlined*

[THE TRUSTEES OF THE PORT NICHOLSON BLOCK SETTLEMENT TRUST] [NAMES TO BE INSERTED]

Lessee

HER MAJESTY THE QUEEN for education purposes

Estate or Interest *Insert "fee simple"; "leasehold in lease number ...", etc.*

Fee simple

Term

See Annexure Schedule

Rental

See Annexure Schedule

Grant and Terms of Lease *If required, set out the terms of lease in Annexure Schedule(s)*

The Lessor leases to the Lessee and the Lessee accepts the lease of the above Estate or Interest in the land in the affected Record(s) of Title for the above Term and at the above Rental and on the Terms of Lease set out in the Annexure Schedule(s).

Dated this _____ day of _____

Attestation

<p>_____</p> <p>[INSERT]</p> <p>_____</p> <p>[INSERT]</p>	<p>Signed in my presence by the Lessor</p> <p>_____</p> <p><i>Signature of witness</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p> <p>_____</p> <p><i>Signature of witness</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
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<p>[INSERT]</p>	<p>_____ <i>Signature of witness</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<p>[INSERT]</p>	<p>_____ <i>Signature of witness</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<p>[INSERT]</p>	<p>_____ <i>Signature of witness</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<p>[INSERT]</p>	<p>_____ <i>Signature of witness</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<p>[INSERT]</p>	<p>_____ <i>Signature of witness</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<p>[INSERT]</p>	<p>_____ <i>Signature of witness</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>

DEED TO AMEND THE TARANAKI WHĀNUI KI TE UPOKO O TE IKA DEED OF SETTLEMENT

<p>[INSERT]</p> <hr/> <p>[INSERT]</p>	<p>_____ <i>Signature of witness</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p> <hr/> <p>_____ <i>Signature of witness</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<p>Signature of the Lessee</p> <hr/> <p>Signed for and on behalf of HER MAJESTY THE QUEEN as Lessee by [] (acting pursuant to a written delegation given to him/her by the Secretary for Education) in the presence of:</p>	<p>Signed in my presence by the Lessee</p> <hr/> <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>

Certified correct for the purposes of the Land Transfer Act 2017

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Solicitor for the Lessee

* The specified consent form must be used for the consent of any mortgagee of the estate or interest to be leased.

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page

1

of

19

Pages

PORT NICHOLSON BLOCK SETTLEMENT
MINISTRY OF EDUCATION

The Lessor owns the Land hereafter described in Item 1 of Schedule A ("the Land")

The Lessor has agreed to lease the Land to the Lessee on the terms and conditions hereinafter appearing

The Lessor HEREBY LEASES to the Lessee the Land from the Commencement Date, at the annual rental, for the term with the right(s) of renewal and for the Permitted Use all as described in Schedule A

The Lessor and the Lessee covenant as set out in Schedule B

The Lessee hereby accepts this Lease of the Land to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants in Schedules A and B

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page

2

of

19

Pages

SCHEDULE A

ITEM 1 THE LAND

[]

ITEM 2 THE COMMENCEMENT DATE

[Date]

ITEM 3 ANNUAL RENT

[\$] plus GST per annum payable monthly in advance on the first day of each month with a first payment due on the [Date] day of [Month & Year].

ITEM 4 TERM OF LEASE

21 years.

ITEM 5 LESSEE OUTGOINGS

- 5.1 Rates or levies payable to any local or territorial authority, excluding only taxes levied against the Lessor in respect of its interest in the Land;
- 5.2 All charges relating to the repair and maintenance of any Lessee Improvements as hereafter described (whether of a structural nature or not);
- 5.3 The cost of all ground maintenance, including the maintenance of playing fields, gardens and planted and paved areas;
- 5.4 Carparking area maintenance and repair;
- 5.5 All costs associated with the repair, maintenance or replacement of any fencing on the Land.

ITEM 6 PERMITTED USE

The Permitted Uses referred to in clause 2.8.

ITEM 7 RIGHT OF RENEWAL

Rights of renewal of 21 years each forever from the [Date], and each 21st yearly anniversary after that date, subject to clause 4.1(e)(ii)

ITEM 8 RENT REVIEW DATES

Seven yearly from the Commencement Date.

ITEM 9 LESSEE'S IMPROVEMENTS

[List all existing buildings and improvements on the Land together with all playing fields and sub soil works constructed or installed by the Lessee or any agent or sublessee or licensee of the Lessee on the Land].

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 3 of 19 Pages

ITEM 10 CLAUSE 2.18 (b) NOTICE

To: [The Lessor]
(hereinafter 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 2.18(b) and 2.18(c) 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 three months after the expiration or sooner determination of the Lease thereafter 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)

/ / 20**

Approved by Registrar General of Land under No. 2018/3082
Annexure Schedule

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page

4

of

19

Pages

ITEM 11

CLAUSE 2.18(c) NOTICE

To: [The Lessor]
(hereinafter 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 moneys 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 2.18(c) 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 three months after the expiration or sooner determination of the Lease.

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page

5

of

19

Pages

SCHEDULE B

1. DEFINITIONS

1.1

- (a) The expression "**the Lessor**" includes 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.
- (c) Words importing the singular or plural number shall include the plural or singular number respectively.

1.2 "Board" means a Board of Trustees constituted under Part 9 of the Education Act 1989.

1.3 "Crown" has the meaning given to it in section 2(1) of the Public Finance Act 1989 and includes:

- (a) Her Majesty the Queen in right of New Zealand; and
- (b) all Ministers of the Crown and all Departments.

1.4 "Crown Body" means:

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

and includes

- (e) a subsidiary of, or related company to, a company or body referred to in (d).

1.5 "Department" has the meaning given to it in s 2 of the Public Finance Act 1989.

1.6 "Education Act 1989" means the Education Act 1989.

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 6

of

19

Pages

- 1.7 "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.
- 1.8 "The Land", "The Commencement Date", "Annual Rent", "Term of the Lease", "Lessee's Outgoings" and "Permitted Use" have the meanings ascribed to them in Schedule A.
- 1.9 "Lessee's Improvements" means all improvements on the Land of any kind whatsoever including buildings, sealed yards, paths, lawns, gardens, fences, playing fields, subsoil works and other like property of any kind whatsoever constructed or placed on the Land by the Lessee or any agent or sublessee or licensee of the Lessee prior to or after the commencement of this Lease including those listed in Item 10 of Schedule A.
- 1.10 "Lessee's Outgoings" means all outgoings the Lessee is obliged to pay under the provisions of this Lease.
- 1.11 A "property occupancy document" means a notice specifying the terms and conditions subject to which a Board occupies land and buildings, issued by the Secretary for Education pursuant to clause 35 of Schedule 6 of the Education Act 1989 and includes a Licence to occupy or other agreement granted under those provisions.
- 1.12 "State School" has the meaning given to it in the Education Act 1989.
- 1.13 "Working Days" means those days of the week when trading banks are open for business in Wellington, excluding days in the period commencing on the 24th day of December in any year and ending on the 12th day of January in the following year, both days inclusive.
- 1.14 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 or regulation, consolidation, re-enactment, substitution or otherwise.
- 1.15 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.

2. LESSEE'S COVENANTS

2.1 Payment of Annual Rent

The Lessee shall pay the Annual Rent in the manner and at the times provided in Item 3 of Schedule A.

2.2 Rent Review

- (a) The Annual Rent shall be reviewable as at each Rent Review Date to an annual rent equivalent to 7.00% of:
- (i) the value the Land as vacant land in an unsubdivided state assessed in accordance with its underlying zoning; and
 - (ii) the value of any Lessor's property on the Land.

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 7 of 19 Pages

For the avoidance of doubt, any Lessee's Improvements shall be entirely excluded from the assessment of Annual Rent.

- (b) The Annual Rent payable from each Rent Review Date shall be determined as follows:
- (i) Either party (the "Initiator") may commence a review by not earlier than three months prior to a Rent Review Date and not later than one year after any Rent Review Date, giving written notice to the other party ("Recipient") specifying the sum considered by the Initiator to be the current market rent for the Land as at the Rent Review Date ("Initiator's Notice").
 - (ii) If, by written notice to the Initiator within 20 Working Days after receipt of the Initiator's Notice, the Recipient disputes the current market rent for the Land proposed by the Initiator is the current market rent for the Land ("Recipient's Notice"), then the current market rent for the Land will be determined in accordance with the provisions of clause 2.2(c).
- (c) Immediately following receipt by the Initiator of the Recipient's Notice, the parties shall endeavour to agree upon the Annual Rent, but if agreement is not reached within 20 Working Days then the current market rent for the Land (new rent) may be determined either:
- (i) by one party giving written notice to the other requiring the new rent to be determined by arbitration; or
 - (ii) if the parties so agree, by registered valuers acting as experts and not as arbitrators as follows:
 - (1) each party shall appoint a valuer and give written notice of the appointment to the other party within 20 Working Days of the parties agreeing to so determine the new rent;
 - (2) the valuers appointed, before commencing their determination shall appoint an umpire who shall 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 shall be made by the President of the Arbitrators Institute of New Zealand Incorporated on the joint application of the valuers.
 - (iii) the valuers shall determine the Annual Rent of the Land and if they fail to agree then the Annual Rent shall be determined by the umpire;
 - (iv) each party shall be given the opportunity to make written or verbal representations to the valuers or the umpire subject to such reasonable time and other limits as the valuers or the umpire may prescribe and the valuers or the umpire as the case may be shall have regard to any such representations but not be bound thereby;
 - (v) when the Annual Rent has been determined, the umpire or the valuers shall give written notice thereof to the parties. Any umpire notice shall provide how the costs of the

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 8 of 19 Pages

determination shall be borne and such provisions shall be binding on the parties. Where the Annual Rent is determined by the parties' valuers and not the umpire, the parties shall pay their own costs.

- (d) 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 Rent payable as at the Commencement Date, or in the case of a rent review during any subsequent term, be less than the Annual Rent payable at the commencement of such subsequent term; and
 - (ii) shall be the Annual Rent from the Rent Review Date or the date of the Initiator's Notice if such notice is given later than 12 months' after the Rent Review Date.
- (e) Pending the determination of the Annual Rent, the Lessee if it is the Crown or a Crown Body shall from the relevant review date, or from the date of service of the Initiator's notice if such notice is served later than twelve (12) months after the relevant review date, until the determination of the current market rent of the Land pay an interim annual rent ("Interim Rent") equivalent to that payable immediately prior to the Rent Review Date: however if the Lessee is not the Crown or a Crown Body it will pay the interim rent as follows:
- (i) if both parties supply a registered valuer's certificate substantiating the current market rent of the Land proposed by each party, the Interim Rent shall be based on the average of the two rents proposed by the parties; or
 - (ii) if only one party supplies a registered valuer's certificate substantiating the current market rent of the Land proposed, the Interim Rent shall be based on the current market rent of the Land substantiated in that 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 Rent Review Date; and
 - (iv) upon determination of the new Annual Rent, any appropriate adjustment will be made.
- (f) The rent review, at the option of either party, may be recorded in a variation of this Lease.
- (g) 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 Rent 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 Rent Review Date, but any subsequent rent review shall take place on the next following Rent Review Date.

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 9

of

19

Pages

2.3 Payment of Lessee's Outgoings

- (a) The Lessee shall pay the Lessee's Outgoings in respect of the Land which are specified in Item 5 of Schedule A direct to the creditors concerned.
- (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.

2.4 Valuation Roll

Where this lease is registered under section 91 of the Land Transfer Act 2017 and is for a term of not less than 10 years (including renewals):

- (a) the Lessee will be entered in the rating information database and the district valuation roll as the ratepayer in respect of the Land; and
- (b) the Lessee will be responsible for payment of rates accordingly.

2.5 Utility Charges

The Lessee shall promptly pay to the relevant authority or supplier all charges for water, sewage, drainage, electricity, gas, telephone, rubbish collection and all utility and other services connected or supplied to the Land if separately metered or charged in respect of the Land, and:

- (a) if any utility or service is not separately charged in respect of the Land then the Lessee shall pay a fair and reasonable proportion;
- (b) the Lessor may vary the proportion of any utility charge payable to ensure that the Lessee pays a fair and reasonable proportion;
- (c) if required to do so by the Lessor or any Authority the Lessee shall at the lessee's own expense install any meter or other measuring device necessary for the proper measurement of the charges for any utility or other services supplied to the Land.

2.6 Goods and Services Tax

The Lessee shall pay to the Lessor or as the Lessor shall direct the goods and services tax (GST) payable by the Lessor in respect of the Annual Rent and other payments payable by the Lessee hereunder. The GST in respect of the Annual Rent shall be payable on each occasion when any rent payment falls due for payment and in respect of any other payments shall be payable on demand.

2.7 Interest

If the Lessee shall fail to pay any instalment of rent or other sum of the 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% 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

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 10 of 19 Pages

entitled to recover such interest in the same manner as if it were Annual Rent in arrears.

2.8 Permitted Uses of Land

Primary Use

(a) The Land may be used for education purposes.

Subsidiary Use

(b) If any part of the Land is not required for education purposes, then that part of the land may be used for any of the following purposes:

- (i) any other Government Work;
- (ii) any use undertaken, established, managed, operated or maintained by a Crown Body for any public purpose;
- (iii) any use of the whole or any part of the Land consented to by the Lessee as sublessor under clause 4.2 of this Lease;
- (iv) any use, where clause 4.4.(d) applies.

2.9 Designation

The Lessor covenants that it shall consent to the Lessee seeking and obtaining a designation of the Land for the purposes of the Primary Use under clause 2.8(a) or any subsidiary use under clause 2.8(b) under the provisions of the Resource Management Act 1991, and that the Lessor shall further consent to the Lessee maintaining that designation for the duration of this Lease. Any designation must be lifted upon the expiration or earlier termination of this Lease.

2.10 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 accident, damage or injury occurring to any personal property in or about the Land, except where that is caused by the wilful or reckless act of the Lessor or persons acting under the control of the Lessor.

2.11 Compliance with Law

The Lessee shall comply with the provisions of all statutes, ordinances, regulations, bylaws and codes in any way affecting the Land or the conduct of the Permitted Use 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 lawful authority in respect of the Land or the Lessee's conduct of the Permitted Use on the Land.

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 11 of 19 Pages

2.12 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.

2.13 Maintenance of Lessee's Improvements

The Lessee shall at the Lessee's expense keep any Lessee's Improvements on the Land weatherproof and in good order, condition and repair during the continuance of this Lease.

2.14 Compliance Schedule

The Lessee shall comply with any compliance schedule issued by a territorial authority or any other authority having jurisdiction over the Lessee's Improvements pursuant to the Building Act 2004 and, where required, obtain and maintain annually a building warrant of fitness.

2.15 Contamination

- (a) The Lessee shall not contaminate the Land and shall take all necessary steps to remove any contamination of the Land other than contamination not caused by the Lessee or which took place prior to the Commencement Date of the Term.
- (b) For the purposes of clause 2.15(a), "contamination" means any change to the physical, chemical or biological condition of the Land by a contaminant as that term is defined in the Resource Management Act 1991.

2.16 Construction of or Alterations to Lessee's Improvements

- (a) The Lessee may construct Lessee's Improvements and make any alterations or additions to Lessee's Improvements without the prior approval of the Lessor where it is necessary for or incidental to the Permitted Use. 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 for or incidental to the Permitted Use, and consent shall not be withheld or delayed unreasonably or arbitrarily.
- (b) The Lessee may negotiate and conclude such easements and all other like rights and interests over or for the benefit of the Land as are necessary for or incidental to either:
 - (i) the Permitted Use; or
 - (ii) any permitted alterations or additions to the Lessee's Improvements;without the prior approval of the Lessor. The Lessee must obtain the consent of the Lessor to the execution of any documentation required to give legal effect to the rights so created, such consent not to be unreasonably or arbitrarily withheld.

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page

12

of

19

Pages

2.17 No Lessor Maintenance

The Lessee acknowledges that he Lessor shall have no repair or maintenance obligations for any of the Lessee's Improvements on the Land.

2.18 Lessor's Acknowledgements as to Lessee's Improvements

- (a) 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 and irrespective of how those improvements are annexed to the Land;
 - (ii) Lessee's Improvements are to be insured by the Lessee in its own name; 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;
- (b) 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 prescribed in Schedule A Item 10 duly executed by any such mortgagees or chargeholders, it being further acknowledged by the Lessor that the Lessee shall not be required to execute this Lease until the provisions of this subclause have been fully satisfied;
- (c) 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 prescribed in Schedule A Item 11, 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 Working Days from the date of their receipt by the Lessor;
- (d) The Lessee may demolish or remove any Lessee's Improvements from the Land at any time during the term of this Lease without the consent of the Lessor upon the condition that the Lessee reinstates the Land to a neat, tidy and safe condition after any such removal.

2.19 Removal of Lessee's Improvements

- (a) Upon the termination of this Lease, the Lessee shall have the right to remove any Lessee's Improvements from the Land within 3 months from the termination of the Lease, without being obliged to pay the Lessor any compensation for their removal, it being acknowledged by the Lessor that property in all Lessee's Improvements remains with the Lessee until that time and that no prior consent of the Lessor shall be required in respect of any removal.

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 13 of 19 Pages

- (b) 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 and remove Lessee's Improvements and that 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;
- (c) The Lessee covenants that it will have no claim of any kind against the Lessor in respect of any Lessee's Improvement or other Lessee's property which is left on the Land at the expiry of 3 months after the termination of this Lease and that any such Lessee's Improvements or property shall thereafter be deemed to have become the property of the Lessor;
- (d) In the event the Lessee removes its Lessee's Improvements from the Land, it shall restore the Land to a neat, tidy and safe condition subsequent to any removal;
- (e) 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 termination of the Lease or within three months after that time; and
- (f) The Lessee shall give the Lessor not less than 6 months' notice prior to the termination of this Lease as to whether it requires the 3 month licence period.

2.20 Rubbish Removal

The Lessee shall 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 expense cause to be removed all trade waste boxes and other goods or rubbish not removable in the ordinary course by the territorial authority.

2.21 Signage

The Lessee shall have the right to affix names, signs, nameplates, signboards and advertisements relating to the purposes of 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, sign board or advertisement of any description on or to the exterior of the Lessee's Improvements or the Land or any Lessor's Property thereon without the prior approval in writing of the Lessor. 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.

2.22 Insurance

- (a) The Lessor shall be responsible for insuring any Lessor's property on the Land.
- (b) The Lessee acknowledges that:
 - (i) the Lessor has not insured, and is not responsible for insurance of, the Lessee's Improvements; and
 - (ii) the Lessee shall be responsible for insuring or self-insuring any Lessee's Improvements.

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page

14

of

19

Pages

- (c) The parties acknowledge that the provisions of section 269 of the Property Law Act 2007 do not apply in this Lease and the Lessor waives the benefit of section 270 of the Property Law Act 2007.
- (d) Should any property referred to in 2.22(a) and 2.22(b) 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 that decision whatever it may be.

2.23 Public Liability Insurance

The Lessee shall (except where the Lessee is the Crown) 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.

2.24 Sundry Lessee Acknowledgements

The Lessee acknowledges that:

- (a) 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) the Lessee shall at its own cost and expense in all things fence the boundaries of the Land insofar as the Lessee deems it reasonably necessary for the purposes of the Permitted Use;
- (c) it has entered into this Lease in reliance on its own judgment and not in reliance on any representation or warranty by the Lessor.

3. LESSOR'S COVENANTS

3.1 Quiet Enjoyment

If the Lessee pays the rent and observes and performs 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.

3.2 Benefits to Land not to be Restricted or Cancelled

The Lessor shall not cancel, surrender or modify any easements or other like 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.

4. MUTUAL COVENANTS

4.1 Assignment

- (a) The Lessee shall be permitted as of right to assign its interest under this Lease to any Crown Body, but shall not otherwise be entitled to assign its interest under this Lease without the prior written consent of the Lessor.

Approved by Registrar General of Land under No. 2018/3082
Annexure Schedule

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page

15

of

19

Pages

- (b) Without limiting clause 4.1(a), it is acknowledged between the parties that a transfer of the interest of one Department to another Department shall be permitted as of right and shall not be deemed to be an assignment for the purposes of this clause 4.1 or a subletting for the purposes of clause 4.2.
- (c) The disposal of the Lessee's interest in the Land pursuant to section 40, 41, 42, 50 or 52 of the Public Works Act 1981 shall be permitted as of right and shall not be deemed to be an assignment for the purposes of clause 4.1(a) or a subletting for the purposes of clause 4.2.
- (d) Where the consent of the Lessor to an assignment is required pursuant to clause 4.1(a), the Lessor shall have a right of first refusal to acquire the available interest in the Land, including Lessee's Improvements ("available interest") on the following terms and conditions:
- (i) for the purposes of this clause, "assignment" means an alienation for a term which, including renewals, could exceed the balance of the then current Term of the Lease but, for the avoidance of doubt, does not include an assignment excepted by clause 4.1(c);
 - (ii) the Lessee must give written notice to the Lessor of the terms and conditions on which it prepares to assign the available interest;
 - (iii) the Lessor shall have a period of one month (in respect of which time is of the essence) in which to notify the Lessee in writing whether or not it wishes to acquire the available interest;
 - (iv) if the Lessor notifies the Lessee that it wishes to acquire the available interest, the Lessee must surrender to the Lessor the residue of the term of the available interest on the terms and conditions the Lessee has notified (so far as applicable to a surrender of lease) and sign such documents of surrender as are reasonably required by the Lessor, at the cost of the Lessor in all things;
 - (v) if the Lessor:
 - (1) fails to notify the Lessee; or
 - (2) notifies the lessee that it does not wish to acquire the available interest on the terms and conditions notified;within the time provided in 4.1(d)(iii), the Lessee shall be free to assign the available interest to a third party on terms and conditions no less favourable to the Lessee than those notified to the Lessor, at any time within a period of six months, subject to clause 4.1(e).
- (e) Where the consent to an assignment is required, such consent may not be unreasonably or arbitrarily withheld but may be given subject to the following conditions:
- (i) the Lessee proves to the Lessor that the proposed assignee is respectable, responsible and has the financial resources to meet the Lessee's commitments under this Lease;

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 16 of 19 Pages

- (ii) the lease is converted to a terminating lease for a term equal to the balance of the current Term of the Lease plus not fewer than five rights of renewal, each of 21 years;
- (iii) the Lessee pays the Lessor's reasonable costs in respect of the approval and any documentation and any fees and charges in respect of inquiries made by or on behalf of the Lessor concerning the proposed assignee. All such costs shall be payable whether or not the assignment proceeds.

4.2 Subletting

The Lessee shall be permitted as of right to sublet or grant a licence to:

- (a) the Crown or any Crown Body; or
- (b) any person or body where the Land is used for the purposes of a school and the Land or a part of the Land is not needed or used for the purposes of the school occupying it during the term of the sublease or licence; and
 - (i) the sublease or licence is in the public interest; and
 - (ii) the sublease or licence:
 - (1) is for a purpose associated with educational outcomes and will bring educational benefit to the school or its community, or to any other school; or
 - (2) is for a community purpose, and will bring no educational disadvantage to the school; or
 - (iii) the sublease or licence is essential or conducive to the carrying out of the then existing Permitted Use,

but shall not otherwise be entitled to sublet its interest under this Lease without the prior written consent of the Lessor.

4.3 Occupancy by School Board of Trustees

- (a) Where the Lessee Her Majesty the Queen acting by and through the Secretary for Education has issued either a licence to occupy or a property occupancy document to any Board then the occupancy so conferred shall not be a subletting or an assignment to which clause 4.1 or clause 4.2 relate and shall be permitted as of right. The Lessor agrees that the covenant for quiet enjoyment contained in clause 3.1 extends to and includes the occupancy of the Land by any such Board whether pursuant to a licence to occupy or a property occupancy document.
- (b) The Board shall be permitted as of right, after obtaining the prior written consent of the Secretary for Education, to:
 - (i) sublet or grant a licence to any person or body on the same basis that the Lessee is permitted to sublet or licence under clause 4.2(b), in accordance with clause 36 of Schedule 6 of the Education Act 1989; and

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 17 of 19 Pages

- (ii) enter into an agreement with any person or body, pursuant to clause 37 of Schedule 6 of the Education Act 1989.

4.4 Lessee Early Termination

- (a) The Lessee may, in its sole discretion and without giving any reasons, terminate this Lease by providing no less than 21 years notice in writing at any time to the Lessor.
- (b) Where the effective date of termination is later than the expiry date of the then current Term of the Lease, the Term of the Lease shall be deemed to be extended to the effective date of termination, on and subject to the covenants and agreements expressed or implied in this Lease, including the current Annual Rent but excluding any covenant for renewal.
- (c) 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.
- (d) Notwithstanding clauses 4.1 and 4.2, the Lessee shall be entitled to assign or sublet the Land to any person and for any use during the last 10 years of the notice period without the prior written consent of the Lessor, provided that such use of the Land complies with all statutes, ordinances, regulations and codes applicable from time to time.

4.5 Default

Notwithstanding anything else in this Lease, the Lessor acknowledges and agrees that, should the Lessee breach any terms or conditions of this Lease, the Lessor shall not in any circumstances whatsoever terminate or forfeit this Lease or re-enter into possession, but shall limit itself to the remedies of:

- (a) specific performance; and/or
- (b) damages; and/or
- (c) any other remedies which may be appropriate or available and do not involve the forfeiture or termination of this Lease or re-entry into possession.

4.6 Notice of Default

Notwithstanding anything expressed or implied in this lease, the Lessor will not exercise its rights under clause 4.5 unless the Lessor has first given to the Lessee written notice of the breach or default on which the Lessor relies. In the case of a breach or default:

- (a) remediable by payment of money, if the Lessee pays to the Lessor within one months of the service of such notice all moneys necessary to remedy such breach or default;
- (b) remediable other than by payment of money, if the Lessee within one month of the service of such notice undertakes in writing to the Lessor to remedy the breach or default and remedies the same within a reasonable time having regard to the nature and extent of it;

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page

18

of

19

Pages

(c) which cannot be remedied, if the Lessee within three months of the service of such notice pays to the Lessor compensation to the reasonable satisfaction of the Lessor in respect of such breach or default having regard to the nature and extent of it,

then the Lessor will not be entitled to rely on the breach or default set out in the notice to the Lessee and the same will be absolutely waived by the Lessor and this lease will continue in full force and effect as if no such breach or default had occurred.

4.7 Lessor May Remedy Lessee Default

- (a) If the Lessee defaults in the observance or performance of any of the Lessee's obligations and if the Lessor has first served not less than 21 clear days written notice of its intention to enter upon the Land and to do such things required to make good any Lessee default, then it shall be lawful for the Lessor (in addition to any of its remedies) to enter the Land and do all such things required to make good the default and to recover the costs of such action from the Lessee;
- (b) Any notice served under the provisions of clause 4.7(a) shall specify sufficient particulars to adequately advise the Lessee of the breach 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 notice void.

4.8 Renewal

The Lessee not being at that time in breach of any material provision of this Lease shall, prior to the end of the initial term, or any subsequent term of this Lease, be entitled to a renewal of this Lease for the further term specified in Schedule A from the date of expiry of the initial term or any subsequent term as follows:

- (a) the Annual Rent will be agreed upon or failing agreement will be determined in accordance with clause 2.2 as though the commencement date of the renewed term were a Rent Review Date; and
- (b) 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.
- (c) The Lessee shall give to the Lessor notice of the Lessee's intention to renew this Lease no later than 18 months prior to the expiry of the initial term or any subsequent term, in which respect time shall be of the essence.

4.9 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.

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page

19

of

19

Pages

4.10 Differences and Disputes

All differences or disputes that may arise between the parties concerning this Lease shall be the subject of negotiations in good faith with a view to achieving resolution and, if those negotiations are not successful, shall be referred to the arbitration of two arbitrators (one to be appointed by each party) and an umpire (to be appointed by the arbitrators before their entering upon the reference) in accordance with the Arbitration Act 1996.

4.11 Service of Notices

- (a) Notices given under this Lease by the Lessor shall be served on the Lessee by hand delivery in accordance with Sections 352 to 361 of the Property Law Act 2007 or by registered mail addressed to:

The Property Manager
National Office
Ministry of Education
Private Bag 1666
Wellington

- (b) Notices given under this Lease by the Lessee shall be served on the Lessor by hand delivery in accordance with Sections 352 to 361 of the Property Law Act 2007 or by registered mail addressed to:

The Secretary
Port Nicholson Block Settlement Trust
PO Box 12164
Wellington

- (c) Notices shall be deemed to be served at the time of delivery, or in the case of notices which are posted by registered mail, two days after the date of posting.

4.12 Registration of Lease

The parties acknowledge their agreement that this Lease be registered under the provisions of the Land Transfer Act 2017 at the expense of the Lessee. The Lessor agrees to make title available for that purpose and consents to the Lessee caveating title to protect its interest in the Lease prior to registration.

4.13 Costs

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 negotiation, 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.



PORT NICHOLSON BLOCK
SETTLEMENT TRUST

TARANAKI WHĀNUI KI TE UPOKO O TE IKA

and

THE SOVEREIGN in right of New Zealand



WHOLE OF GOVERNMENT ACCORD

29 March 2011

CONTENTS

DEFINITIONS	5
CONTEXT.....	6
TARANAKI WHĀNUI KI TE UPOKO O TE IKA.....	6
TERMS	7
PURPOSE	7
SCOPE OF ACCORD	7
RELATIONSHIP PRINCIPLES	7
PORT NICHOLSON BLOCK SETTLEMENT TRUST VISION	8
PORT NICHOLSON BLOCK SETTLEMENT TRUST GOALS	8
GOVERNMENT PRIORITIES	8
PROCESS FOR IDENTIFYING MUTUAL INTERESTS	9
IMPLEMENTATION AND MECHANISMS	9
PORTFOLIO AGREEMENTS.....	9
FURTHER PORTFOLIO AGREEMENTS.....	9
TARANAKI WHĀNUI KI TE UPOKO O TE IKA RELATIONSHIPS WITH LOCAL GOVERNMENT	10
ANNUAL WHOLE OF GOVERNMENT RELATIONSHIP FORUM	10
COMMUNICATION AND CONSULTATION	10
REVIEW.....	11
RESOLUTION OF MATTERS	12

LIMITS OF ACCORD	12
VARIATION	13
EFFECT OF ACCORDS, MEMORANDA, AND OTHER FORMAL AGREEMENTS.....	13
INTERPRETATION	13
ADMINISTERING AGENCIES.....	13
CONTACT DETAILS	14
APPENDIX A: TARANAKI WHĀNUI KI TE UPOKO O TE IKA AREA OF INTEREST	15
Schedule 1: Taranaki Whānui ki Te Upoko o Te Ika – Crown Māori Affairs Accord.....	17
Schedule 2: Taranaki Whānui ki Te Upoko o Te Ika – Crown Education Portfolio Agreement	20
Schedule 3: Taranaki Whānui ki Te Upoko o Te Ika – Crown Social Development Accord	25
Schedule 4: Taranaki Whānui ki Te Upoko o Te Ika – Crown Environment Portfolio Agreement	28
Schedule 5: Taranaki Whānui ki Te Upoko o Te Ika – Crown Corrections Portfolio Agreement.....	32
Schedule 6: Letter of Commitment Relating to the Care and Management, Use, Development and Revitalisation of, and Access to, Taranaki Whānui ki Te Upoko o Te Ika Taonga	35
Schedule 7: Letter of Commitment from Chief Executive, Department of Building and Housing to Taranaki Whānui ki Te Upoko o Te Ika, in Relation to the Revitalisation of Public and Social Housing	49

This WHOLE OF GOVERNMENT ACCORD is signed on 29 March 2011, between:

Taranaki Whānui ki Te Upoko o Te Ika

The Chair and Deputy Chair of the Port Nicholson Block Settlement Trust:

Professor Sir Ngatata Love
Chair

Sir Paul Reeves
Deputy Chair

and

THE SOVEREIGN in right of New Zealand

SIGNED for and on behalf of **THE SOVEREIGN IN RIGHT OF NEW ZEALAND** by the Prime Minister and the Minister of Māori Affairs and the Chief Executive, Te Puni Kōkiri:

Right Honourable John Key

Honourable Dr Pita R Sharples

Leith Comer, Chief Executive, Te Puni Kōkiri

in the presence of:

WITNESS

WITNESS

Aroha Thorpe
Port Nicholson Block Settlement Trust
Trust Manager

Daran Ponter
Crown Facilitator

DEFINITIONS

Port Nicholson Block Settlement Trust or Trust: means the Trustees of the Port Nicholson Block Settlement Trust created by the trust deed dated 11 August 2008 or the trust's nominee.

Deed of Settlement or Deed: means the Taranaki Whānui ki Te Upoko o Te Ika and the Port Nicholson Block Settlement Trust and the Sovereign in right of New Zealand Deed of Settlement of Historical Claims.

CONTEXT

1. On 19 August 2008, Taranaki Whānui ki Te Upoko o Te Ika and the Crown signed a Deed of Settlement (the Deed), settling the historical claims of Taranaki Whānui ki Te Upoko o Te Ika.
2. As part of the Treaty settlement, and as recorded in Section 5.1 of the Deed, the Crown acknowledges and supports the desire of the Trustees of the Port Nicholson Block Settlement Trust (the Trust), to provide for the enhanced well-being, revitalisation and protection of its members. The Trustees constitute the post settlement governance entity for Taranaki Whānui ki Te Upoko o Te Ika.
3. The Deed states that the Crown intends to support these aspirations by facilitating access by Taranaki Whānui ki Te Upoko o Te Ika to government programmes and services that relate to social, economic and cultural development.
4. The Deed records that there will be an annual relationship forum between relevant Ministers and the Trust to review progress and that relevant Crown agencies will work with the post-settlement governance entity to identify and explore areas of mutual interest.
5. This Accord is intended to provide greater definition as to how the whole of government relationship agreed to in the Deed will work in practice.

TARANAKI WHĀNUI KI TE UPOKO O TE IKA

6. Taranaki Whānui ki Te Upoko o Te Ika is a collective of iwi who settled in the lower North Island in the late 1830s. The collective comprises individuals who descend from:
 - (a) one or more of the recognised ancestors of the following iwi:
 - (i) Te Ātiawa;
 - (ii) Ngāti Tama;
 - (iii) Taranaki;
 - (iv) Ngāti Ruanui;
 - (v) other iwi from the Taranaki area, for example, Ngāti Mutunga;and
 - (b) also descend from one or more of:
 - (i) the original signatories of the 27 September 1839 Port Nicholson Block Purchase Deed; or

- (ii) the persons listed in the Schedule to the Declaration of the Native Land Court in Wellington dated 11 April 1888; or
 - (iii) other persons who exercised customary rights in the Port Nicholson Block, Wellington District, on or after 6 February 1840, by virtue of being descended from one or more of the recognised ancestors of the iwi referred to above.
7. The purpose of the Trust is to receive, manage and administer the assets and rights on behalf of and for the benefit of the present and future members of Taranaki Whānui ki Te Upoko o Te Ika.

TERMS

PURPOSE

8. The purpose of the Accord is to:
- a. enhance and sustain the ongoing Whole of Government relationship between Taranaki Whānui ki Te Upoko o Te Ika and the Crown (the parties);
 - b. oversee and protect the integrity of the whole of government relationship established in the Deed of Settlement; and
 - c. provide for progressive, innovative and proactive relationships to be developed between the parties in areas of mutual interest.

SCOPE OF ACCORD

9. The Accord is an overarching accord and unless otherwise stated will apply to all those matters, as agreed in the portfolio agreements between Taranaki Whānui ki Te Upoko o Te Ika, Ministers and Chief Executives of Crown agencies. The Accord will apply to the area of the Port Nicholson Block, as shown in Appendix A, unless otherwise mutually agreed by the parties to the portfolio agreements.

RELATIONSHIP PRINCIPLES

10. The parties have entered into the Accord in good faith and rely on their respective commitments to each other.
11. The parties are committed to establishing and maintaining a positive, co-operative and enduring relationship, and agree to abide by the following relationship principles:
- a. to work in a spirit of co-operation;
 - b. to ensure early engagement on issues of known mutual interest;
 - c. to acknowledge that the relationship is evolving, not prescribed;

- d. to respect the independence of the parties and their individual mandates, roles and responsibilities;
- e. to recognise and acknowledge that each party benefits from working together by sharing their vision, knowledge and expertise;
- f. to commit to good faith engagement; and
- g. to commit to providing for the principles of Te Tiriti o Waitangi/the Treaty of Waitangi.

PORT NICHOLSON BLOCK SETTLEMENT TRUST VISION

12. The Trust's vision is:

Ki te whakahou whakapakari me te whakanikoniko i te ahurea papaori, rangatiratanga o Taranaki Whānui ki Te Upoko o Te Ika.

To restore, revitalise, strengthen and enhance the cultural, social and economic well-being of Taranaki Whānui ki Te Upoko o Te Ika.

PORT NICHOLSON BLOCK SETTLEMENT TRUST GOALS

13. The Trust's key goals are:

GOAL 1: To maximise wealth creation and achieve economic and financial well-being.

GOAL 2: To achieve social and whānau well-being.

GOAL 3: To enhance cultural well-being.

GOAL 4: To restore and enhance the natural resources and environmental well-being of Taranaki Whānui ki Te Upoko o Te Ika.

GOVERNMENT PRIORITIES

14. Government priorities are articulated at key points during the year, including in Pre-Budget and Budget statements, key addresses by the Prime Minister, and through high level agency documents such as Statements of Intent. As these priorities may change from time to time, the mutual interests that this Accord is designed to identify and give effect to will be anchored, in part, against the priorities of the Government of the day.

PROCESS FOR IDENTIFYING MUTUAL INTERESTS

15. Where mutual alignment between the Trust's goals and the government's priorities is agreed by both parties, portfolio agreements will be developed. This will be reviewed on an on-going basis as the Trust's goals and government's priorities change.

IMPLEMENTATION AND MECHANISMS

16. The relationship between the Trust and the Crown will be implemented through the following mechanisms:
 - a. specific portfolio agreements between the Trust and relevant Chief Executives as set out in Schedules 1-7;
 - b. further portfolio agreements as provided for in clauses 20 and 21; and
 - c. an annual relationship forum as per clauses 26 to 29.
17. Portfolio agreements with Crown agencies are part of, and subject to, the terms of the Accord.

PORTFOLIO AGREEMENTS

18. A portfolio agreement means an accord, memorandum of understanding, letter of commitment, or similar agreement that confirms the roles and responsibilities of the parties and identifies areas for co-operation and partnership.
19. The Taranaki Whānui ki Te Upoko o Te Ika - Crown Accord includes, at 29 March 2011, the agreements between Taranaki Whānui ki Te Upoko o Te Ika and Crown agency Chief Executives attached as Schedules 1-7 to this Accord.

FURTHER PORTFOLIO AGREEMENTS

20. A Taranaki Whānui ki Te Upoko o Te Ika – Crown Internal Affairs Portfolio Agreement will be negotiated and if mutually agreed signed by 30 September 2011.
21. Over time, the parties will consider further portfolio agreements as necessary to better achieve the whole of government relationship.

TARANAKI WHĀNUI KI TE UPOKO O TE IKA RELATIONSHIPS WITH LOCAL GOVERNMENT

22. This Accord acknowledges that the Trust has longstanding relationships with local territorial authorities within their rohe.
23. The Trust has entered into formal Memorandums of Understanding with Wellington City Council and Hutt City Council.
24. Similar documents are being negotiated with Upper Hutt City Council and Greater Wellington Regional Council. These documents recognise the mana whenua status of Taranaki Whānui ki Te Upoko o Te Ika and the wide range of mutual interests between the parties.
25. Arrangements between the Trust and local authorities are not part of or subject to this Accord.

ANNUAL WHOLE OF GOVERNMENT RELATIONSHIP FORUM

26. As agreed in the Deed of Settlement, the Trust and relevant Ministers of the Crown will hold an annual whole of government relationship forum.
27. The Deed states that the purpose of the annual relationship forum is to review progress with the implementation of the social, economic, and cultural aspirations of Taranaki Whānui ki Te Upoko o Te Ika, in order to identify and progress meaningful opportunities for Taranaki Whānui ki Te Upoko o Te Ika to play a more direct role in the provision of social, economic and cultural outcomes for its members.
28. The annual relationship forum will also review progress with respect to the natural resources and environmental aspirations of Taranaki Whānui ki Te Upoko o Te Ika.
29. A senior Minister of the Crown and the Chair of the Trust will co-chair the annual relationship forum. The attendees at the annual forum will be agreed by the parties.

COMMUNICATION AND CONSULTATION

30. The parties recognise the benefit of mutual information exchange and will as far as possible exchange any reasonably available information that is relevant to, and will assist with the implementation of the Accord.
31. The obligations in the Accord relating to communication and access to information do not apply to information that the Crown is legally prevented from providing (for example, information that is the subject of an obligation of confidentiality or non-disclosure) or to information that the Chief Executive may withhold under the Official Information Act 1982.

32. The parties will endeavour to maintain effective and efficient communication with one another by:
- a) ensuring that the respective parties have clear and agreed processes and opportunities for regular engagement;
 - b) regular engagement will involve kanohi ki te kanohi (face to face) contact as the preferred method of communication, but also using other methods of communication where appropriate; and
 - c) providing information on the identity and contact details of primary contacts and personnel responsible for matters relating to the Accord.
33. Where consultation is required to give effect to the relationship principles, set out in clause 11, the parties will endeavour to:
- a) ensure the other is consulted as soon as reasonably practicable following the identification and determination of the proposal or issues to be the subject of the consultation;
 - b) provide the other with sufficient information and time for participation in the decision-making process, including the preparation and making of informed submissions in relation to any of the matters that are subject to the consultation;
 - c) approach the consultation with an open mind and genuinely consider any views and/or concerns and/or submissions of the other party in relation to any of the matters that are subject to the consultation;
 - d) report back to the other party, either in writing or in person, on any decisions, and the reasons for them; and
 - e) make best endeavours to meet when requested by either party to discuss options to resolve concerns.

REVIEW

34. The parties agree that the Accord and portfolio agreements are living documents which should be updated and adapted to take account of future developments. This includes considering whether there is an on-going need for the Accord.
35. The Accord and/or portfolio agreements can be terminated by mutual agreement of the parties.
36. Any review of the Accord will be undertaken at a meeting between the Trust and Te Puni Kōkiri. Any review of a portfolio agreement to this Accord will be undertaken at a meeting between the Trustees and the relevant agency.
37. Each portfolio agreement will outline the roles and responsibilities for addressing any variation or issues associated with the portfolio agreement.

RESOLUTION OF MATTERS

38. If one party considers that the other is not complying with the Accord or portfolio agreements then that party may give written notice to the other that there is an issue to be resolved. The following process shall be undertaken once notice is received by either party:
- a. Within 20 working days of being given written notice, the relevant contact person from each of the parties will meet to work in good faith to resolve the issue.
 - b. If the issue relates to this Accord and has not been resolved within 20 working days of the process referred to in clause 38a, the Trust Chair and the Chief Executive of Te Puni Kōkiri will meet to work in good faith to resolve the issue.
 - c. If the issue relates to a portfolio agreement and has not been resolved within 20 working days of the process referred to in clause 38a, the Trust Chair and the relevant Chief Executive of the relevant Crown agency will meet to work in good faith to resolve the issue.
 - d. If the issue has still not been resolved within 20 working days of the process referred to in clause 38a and 38b and where the matter is of such significance and the issue remains outstanding despite the above process having been followed, provided it is not inconsistent with statutory obligations and the parties agree, the Chair of the Trust, and the responsible Minister will meet to work in good faith to resolve the issue.

LIMITS OF ACCORD

39. The Accord and portfolio agreements do not override or limit:
- a. legislative rights, powers or obligations;
 - b. the functions, duties and powers of the relevant Ministers, Chief Executives and any Ministry officials, or statutory officers;
 - c. the ability of the Government to introduce legislation and change government policy;
 - d. the ability of the Crown to interact or consult with any other person, including any iwi, hapū, marae, whānau or their representative; and
 - e. the legal rights and obligations of the parties.
40. The Accord and portfolio agreements do not affect or replace any existing arrangements in place between the parties.
41. The Accord and portfolio agreement do not have the effect of granting, creating or providing evidence of an estate or interest in, or rights relating to, land or any other resource held, managed or administered by the Crown.

42. The commitments under the Accord and portfolio agreements are limited to the extent that they are within the capability, resources, mandated work programme and priorities of Taranaki Whānui ki Te Upoko o Te Ika and Crown agencies.

VARIATION

43. The parties may vary the Accord or portfolio agreements by agreement in writing.

EFFECT OF ACCORDS, MEMORANDA, AND OTHER FORMAL AGREEMENTS

44. The Accord and portfolio agreements come into effect when signed.

INTERPRETATION

45. Terms and expressions that are not defined in the Accord but are defined in the Deed of Settlement have the meaning that they have in the Deed of Settlement.

ADMINISTERING AGENCIES

46. The administering agencies of this Accord are:

- a. Port Nicholson Block Settlement Trust for Taranaki Whānui ki Te Upoko o Te Ika;
and
- b. Te Puni Kōkiri for the Crown.

CONTACT DETAILS

Trust Manager, Port Nicholson Block Settlement Trust

Physical Address:

Railway Station Social Hall
55 Waterloo Quay
Wellington

Postal Address:

PO Box 12164,
Thorndon
Wellington 6144

Chief Executive, Te Puni Kōkiri

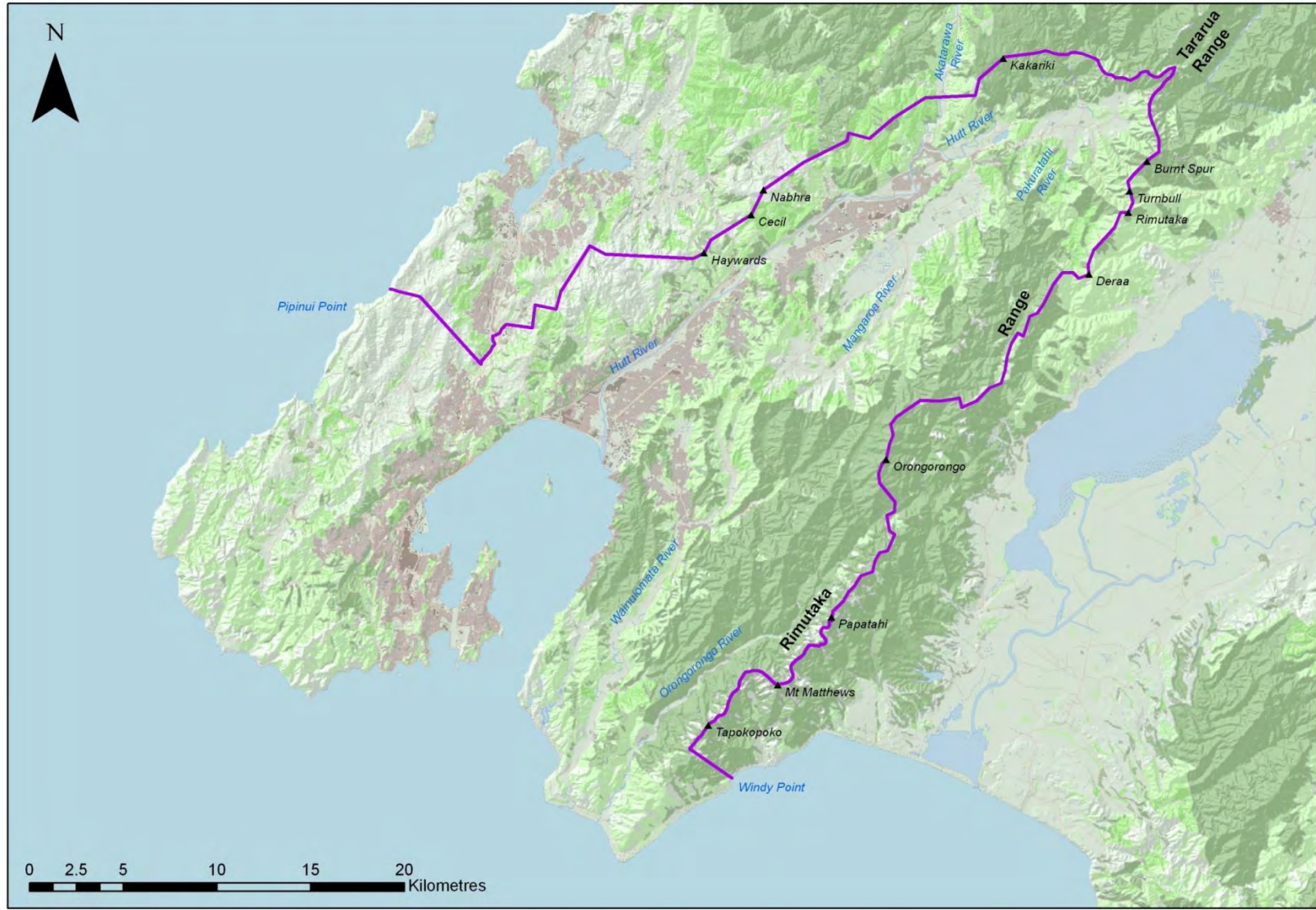
Physical Address:

Head Office
Te Puni Kōkiri House
143 Lambton Quay
Wellington 6011

Postal Address

Te Puni Kōkiri
PO Box 3943
Wellington 6140

Appendix A: Taranaki Whānui ki Te Upoko o Te Ika Area of Interest



SCHEDULES: PORTFOLIO AGREEMENTS and LETTERS of COMMITMENT

Schedule	Portfolio Accord/Agreements	Date Signed
Schedule 1	Taranaki Whānui ki Te Upoko o Te Ika – Crown Maori Affairs Portfolio Agreement	29 March 2011
Schedule 2	Taranaki Whānui ki Te Upoko o Te Ika – Crown Education Portfolio Agreement	29 March 2011
Schedule 3	Taranaki Whānui ki Te Upoko o Te Ika – Crown Social Development Portfolio Agreement	29 March 2011
Schedule 4	Taranaki Whānui ki Te Upoko o Te Ika – Crown Environment Portfolio Agreement	29 March 2011
Schedule 5	Taranaki Whānui ki Te Upoko o Te Ika – Crown Corrections Portfolio Agreement	29 March 2011
Letters of Commitment		
Schedule 6	Letter of Commitment Relating to the Care and Management, Use, Development and Revitalisation of, and Access to, Taranaki Whānui ki Te Upoko o Te Ika Taonga	29 March 2011
Schedule 7	Letter of Commitment with Respect to the Revitalisation of Public and Social Housing	29 March 2011



PORT NICHOLSON BLOCK
SETTLEMENT TRUST

**Taranaki Whānui ki Te Upoko o Te Ika – Crown
Māori Affairs Portfolio Agreement**



Te Puni Kōkiri
REALISING MĀORI POTENTIAL

Schedule 1:

Taranaki Whānui ki Te Upoko o Te Ika – Crown Māori Affairs Accord

Context

1. The Port Nicholson Block Settlement Trust (the Trust) for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika and Te Puni Kōkiri (the Ministry) have agreed to pursue a relationship based on matters of mutual interest.
2. The parties acknowledge that their respective visions are closely aligned and that by working together the goals of each can be achieved. High level strategic goals of the Ministry coincide with the aspirations of the Trust, notably “Māori succeeding as Māori”, “Māori position as the Treaty partner is secured and enhanced” and “Whānau and Māori achieve enhanced levels of economic and social prosperity”.¹

Agreements

3. The areas that the parties have agreed to collaborate on include, but are not limited to:

Crown Facilitator Role

The Crown Facilitator role was established following the inaugural Crown-Taranaki Whānui ki Te Upoko o Te Ika Relationship Forum on 10 February 2010. Te Puni Kōkiri will continue to provide for this role until the end of April 2012 to complete the development of further agreed portfolio accords.

Both parties recognise the need for consistency and understanding the vision of the Trust and intent of the Deed of Settlement in respect of the Whole of Government provision. The position will provide continued momentum in enabling the Trust to achieve its vision and aspirations for Taranaki Whānui ki Te Upoko o Te Ika members.

Policy

As part of its annual consultation activities, the Ministry will proactively engage with the Trust in relation to the development of strategic policy and implementation matters based on mutual strategic areas for collaboration and action.

¹ Te Puni Kōkiri, Statement of Intent 2010 – 2013, p.15.

Regular Meetings

The parties will meet every six months, to confirm issues for collaboration, update on progress and identify issues of mutual interest as part of the implementation process. The dates and venues for the meetings are to be agreed between the parties.

Limits to accord, process for resolving matters, review provisions and process for varying this accord

4. The limits to this accord, process for resolving matters, review provisions, and process for varying this accord are specified in the overarching Taranaki Whānui ki Te Upoko o Te Ika – Crown Accord, signed on 29 March 2011.

Professor Sir Ngatata Love
Chair
Port Nicholson Block Settlement Trust

Leith Comer
Chief Executive
Te Puni Kōkiri

Date: / /

Date: / /

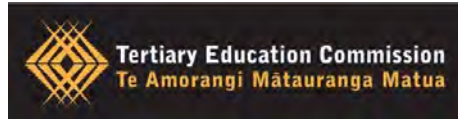


PORT NICHOLSON BLOCK
SETTLEMENT TRUST

**Taranaki Whānui ki Te Upoko o Te Ika – Crown
Education Portfolio Agreement**



MINISTRY OF EDUCATION
Te Tāhuhu o te Mātauranga



Tertiary Education Commission
Te Amorangi Mātauranga Matua

Schedule 2:

Taranaki Whānui ki Te Upoko o Te Ika – Crown Education Portfolio Agreement

Context

1. The Port Nicholson Block Settlement Trust (the Trust) for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika, the Ministry of Education (the Ministry) and the Tertiary Education Commission (the Commission) have agreed to pursue a relationship based on areas of mutual interest.
2. The parties acknowledge that their respective visions are closely aligned and that working together has the potential to promote the goals of each. Achieving quality education outcomes means that all young people have the skill and knowledge they need to be engaged and informed citizens and part of a productive work force.
3. The government is committed to lifting the performance of the education system. Achieving this for and with iwi and Māori is a priority in order to strengthen Māori education outcomes and ensure that „Māori enjoy educational success as Māori² across the education system.
4. Accords between education agencies and iwi provide opportunities to work collaboratively for the benefit of Māori learners with a focus on strengthening their access to identity, language and culture.
5. The Trust’s Five Year Strategic Plan 2011-2015 identified four objectives related specifically to education:
 - Objective 1:* Growing and nurturing the potential of our children through the promotion of cultural identity and values.
 - Objective 2:* Supporting Rangatahi to reach their full potential.
 - Objective 3:* Improved knowledge, skills and educational attainment of Taranaki Whānui members, building a resilient workforce for the future.
 - Objective 4:* Encouraging and promoting Māori leadership and mentoring.

² Ministry of Education Māori Education Strategy *Ka Hikitia: Managing for Success 2008 -2012*.

Agreements

6. The Ministry will work with the Trust to conduct this relationship in a manner consistent with *Whakapūmautia, Papakōwhaitia, Tau ana – Grasp, Embrace and Realise: Conducting Excellent Education Relationships between Iwi and the Ministry of Education*.
7. The relationship will be co-ordinated on the Ministry's side by a lead Partnership Advisor from within Group Māori who will, over time, broker relationships within and across the Ministry to support the education interests of the Trust.
8. The Partnership Advisor will advise when the Trust's education priorities fall within the responsibilities of the Commission or any other education agencies, in which case the responsibility to work with the iwi will transfer to the relevant agency. The Partnership Advisor will support the Trust to identify a contact person within each relevant agency.
9. The Ministry will endeavour to facilitate access by the Trust to non-party government education agencies, should the Trust's priorities and interests fall outside of the scope and authority of the Ministry.
10. The Commission will endeavour to facilitate, when identified by the Trust as relevant to their priorities, direct communication between the Trust and tertiary education providers.

Meetings

11. The Ministry (on behalf of the Commission) and the Trust have met in anticipation of the signing of this accord to discuss mutual expectations and current education priorities.
12. The Ministry and the Trust will continue to meet once a year to discuss:
 - a. strategic matters relating to education activities
 - b. issues that are presenting and the way in which both parties might assist each other to address these.
13. The Secretary for Education will attend this meeting along with other members of the Leadership team. At an operational level, the Ministry and the Trust will hold more regular meetings, the timing of which will be determined by the parties once areas of shared work are agreed.

14. The Commission will attend both strategic and operational meetings whenever the Trust identifies relevant matters on the agenda.
15. Unless otherwise agreed between the parties, the Trust will hold the pen on any documents (for example, meeting notes) arising from meetings. The Ministry and the Commission will be provided with draft documentation for comment and agreement.
16. The Secretary of Education and the Chief Executive of the Commission will attend the annual hui between the Trust and Ministers (which is provided for in the Deed of Settlement between Taranaki Whānui ki Te Upoko o Te Ika and the Crown) whenever the Trust or Ministers identify relevant matters on the agenda.

Areas of shared work

17. The parties have agreed to pursue the following matters:
 - a. Specific areas of shared work between the Ministry, the Trust, and the Commission will be determined once all parties know where their common interests lie as determined by iwi aspirations and the Government's education priorities.
 - b. The parties will work together to determine a plan for shared contribution to the educational success of Taranaki Whānui uri. The Trust will be the author and owner of this plan.
 - c. Where possible, the parties will share information with each other in relation to Taranaki-Whānui ki Te Upoko o Te Ika uri in education, and iwi strengths and priorities, to support analysis and inform priority setting and planning.
 - d. The parties will work together to identify where specific Trust priorities or desired actions fall outside the scope of current government policy, so that these issues can be raised at the annual ministerial hui.
 - e. Other matters that may be agreed from time to time between the parties.

Limits to agreement, process for resolving matters, review provisions and process for varying this agreement.

18. The limits to this agreement, process for resolving matters, review provisions, and process for varying this agreement are specified in the overarching Taranaki Whānui ki Te Upoko o Te Ika-Crown Accord, signed on 29 March 2011.

Professor Sir Ngatata Love

**Chair
Port Nicholson Block
Settlement Trust**

Date: / /

Karen Sewell

**Secretary for Education
Ministry of Education**

Date: / /

Roy Sharp

**Chief Executive
Tertiary Education
Commission**

Date: / /



PORT NICHOLSON BLOCK
SETTLEMENT TRUST

**Taranaki Whānui ki Te Upoko o Te Ika – Crown
Social Development Accord**



MINISTRY OF SOCIAL DEVELOPMENT
Te Manatū Whakahiato Ora

Schedule 3:

Taranaki Whānui ki Te Upoko o Te Ika – Crown Social Development Accord

Context

1. The Port Nicholson Block Settlement Trust (the Trust) for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika and the Ministry for Social Development (the Ministry) have agreed to pursue a relationship based on matters of mutual interest.
2. The Ministry has stated that “partnering more closely with other government agencies and community agencies to do better for all New Zealanders”³ will contribute towards achieving beneficial outcomes for all.
3. The Trust is focussed on mobilising and promoting opportunities for social cohesion through facilitating linkages with agencies to enable community engagement and participation.

Agreements

4. The areas on which the parties have agreed to collaborate are:

Iwi-Crown Leadership

- a. The Ministry operates local inter-sectoral forums of specific relevance to the Trust’s Strategic Plan and the Regional Commissioner for Social Development will explore options for senior Taranaki Whānui ki Te Upoko o Te Ika representation.
- b. The Trust will include senior Ministry representatives on Taranaki Whānui led forums focused on providing for the social well-being of its people.

Social Policy

- c. Six monthly meetings between the Trust and the Ministry on the following areas of mutual interest:
 - Rangatahi development

³ Ministry of Social Development, Statement of Intent 2010 – 2013, pp 8.

- Stimulating economic growth through the creation of sustainable employment opportunities
- Fostering community development through effective iwi/hapu development models
- Connectivity to the labour market for Maori
- Working together to leverage common interests with the Ministry's cross-government leadership role with the public sector

The dates and venues for the meetings are to be agreed between the parties.

Social Well-being Planning

- The Ministry will assist the Trust in the development and implementation of the Taranaki Whānui ki Te Upoko o Te Ika Five Year Strategic Plan.

Limits to accord, process for resolving matters, review provisions and process for varying this accord

5. The limits to this accord, process for resolving matters, review provisions, and process for varying this accord are specified in the overarching Taranaki Whānui ki Te Upoko o Te Ika – Crown Accord, signed on 29 March 2011.

Professor Sir Ngatata Love
Chair
Port Nicholson Block Settlement Trust

Peter Hughes
Chief Executive
Ministry of Social Development

Date: / /

Date: / /



**Taranaki Whānui ki Te Upoko o Te Ika – Crown
Environment Portfolio Agreement**



Schedule 4:

Taranaki Whānui ki Te Upoko o Te Ika – Crown Environment Portfolio Agreement

Context

1. The Port Nicholson Block Settlement Trust (the Trust) for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika and the Ministry for the Environment (the Ministry) have agreed to pursue a relationship based on matters of mutual interest.
2. The Ministry thanks Taranaki Whānui ki te Upoko o te Ika for their continued contribution to the vision and mahi of the Ministry. The Ministry acknowledges the special relationship with the people of Taranaki Whānui ki Te Upoko o te Ika as kaitiaki of Wellington city, and enters into this portfolio agreement in the spirit of enhancing and continuing that relationship.
3. The mission statement of the Ministry is: *Environmental stewardship for a prosperous New Zealand – Tiakina te Taiao kia tōnui a Aotearoa*. This statement recognises the importance of working with Māori, under Te Tiriti o Waitangi/ Treaty of Waitangi.
4. The Ministry believes that New Zealand's economy and cultural identity are strongly linked to our natural resources. The Ministry seeks to learn from the approach that Māori take to natural resource management in looking to new policy tools and institutional arrangements.
5. The Ministry's medium-term strategic priorities are:
 - a) Land use and health of water resources – creating flexible frameworks to respond to changing use and pressures;
 - b) Climate change mitigation and risk management – responding to the on-going and evolving challenge of climate change; and
 - c) Reviewing institutions and frameworks – ensuring our tools and institutions evolve to successfully adapt to changing situations.
6. The Trust is intent on playing an active role by ensuring the sustainable management of natural and physical resources and the reinstatement of areas of cultural significance to Taranaki Whānui ki Te Upoko o Te Ika. In particular, the Trust will be developing an environment and spatial plan for the Port Nicholson rohe.

7. The Trust as Mana Whenua provides cultural and spiritual guidance on matters pertaining to our rohe and importance of our natural and living resources.
8. The Trust's Five Year Strategic Plan 2011-2015 identifies three objectives related more specifically to the environment:

Objective 1: Sustainable management of our natural and physical resources.

Objective 2: Cultural sites of significance are protected and promoted.

Objective 3: An ECO-friendly rohe

Agreements

9. The area in which the Ministry and the Trust has agreed to collaborate and effectively consult on is environmental policy.

Environmental Policy

- a. Meetings will be held between the Trust and the Ministry to discuss the development of policy, implementation of policy and monitoring. Areas for discussion could include:
 - i. Climate change
 - ii. Improving NZ freshwater management
 - iii. Rivers, wetlands, harbours, lakes and coastal management
 - iv. Iwi environmental and spatial planning
 - v. Resource management reform
 - vi. Collaboration on research opportunities and geographic information systems
 - vii. Iwi management planning
 - viii. Environmental Protection Authority
 - ix. Other matters of mutual interest
- b. The Trust and the Ministry will meet as required to confirm issues for collaboration, identify issues of mutual interest and update on progress based on our mutual interest. The dates and venues for the meetings are to be agreed between the parties to this agreement.

Limits to this agreement, process for resolving matters, review provisions and process for varying this agreement

10. The limits to this agreement, process for resolving matters, review provisions, and process for varying this agreement are specified in the overarching Taranaki Whānui ki Te Upoko o Te Ika – Crown Accord, signed on 29 March 2011.

Professor Sir Ngatata Love
Chair
Port Nicholson Block Settlement Trust

Paul Reynolds
Chief Executive
Ministry for the Environment

Date: / /

Date: / /



**Taranaki Whānui ki Te Upoko o Te Ika – Crown
Corrections Portfolio Agreement**



Schedule 5:

Taranaki Whānui ki Te Upoko o Te Ika – Crown Corrections Portfolio Agreement

Context

1. The Port Nicholson Block Settlement Trust (the Trust) for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika and the Department of Corrections (the Department) have agreed to pursue a relationship based on matters of mutual interest.
2. The Department is committed to improving public safety by reducing re-offending. In doing so the Department also acknowledges that „to succeed overall it must succeed with Māori offenders“.
3. The Trust is committed to restoring, revitalising, strengthening and enhancing the cultural, social and economic well-being of Taranaki Whānui ki Te Upoko of Te Ika through four strategic goals.
4. The Department’s strategic outcomes align to three of the four strategic goals identified in the Trust’s Five Year Strategic Plan 2011-2015 which are to:
 - Achieve social and whānau well-being
 - Enhance cultural well-being and
 - Restore and enhance our natural resources and environmental well-being

Agreements

5. Matters of mutual interest are:
 - Strategic policy issues
 - Offender rehabilitation and re-integration
 - Development and/or re-development of the Department assets within the Port Nicholson Block rohe and
 - Right of First Refusal over the Department owned land within the Port Nicholson Block rohe.

Regular Meetings

6. The parties will meet every six months, to confirm issues for collaboration, update on progress and identify issues of mutual interest as part of the implementation of key priorities.

7. The dates and venues for the meetings are to be agreed between the parties.

Limits to accord, process for resolving matters, review provisions and process for varying this accord

8. Limits to this accord, processes for resolving matters, reviewing provisions, and processes for varying this accord are specified in the overarching Taranaki Whānui ki Te Upoko o Te Ika – Crown Accord, signed on 29 March 2011.

Professor Sir Ngatata Love
Chair
Port Nicholson Block Settlement Trust

Ray Smith
Chief Executive
Department of Corrections

Date: / /

Date: / /



Letter of Commitment

Taranaki Whānui ki Te Upoko o Te Ika Taonga



Schedule 6:

Letter of Commitment Relating to the Care and Management, Use, Development and Revitalisation of, and Access to, Taranaki Whānui ki Te Upoko o Te Ika Taonga

The Parties

1. The parties to this Letter of Commitment (Letter) are:
 - The Taranaki Whānui ki Te Upoko o Te Ika as represented by the Trustees of the Port Nicholson Block Settlement Trust (the Trust);
 - The Department of Internal Affairs Te Tari Taiwhenua; and
 - The Museum of New Zealand Te Papa Tongarewa (Te Papa Tongarewa).

A summary of the role and functions of each of the parties is provided in Annex A.

Context

2. On 1 February 2011, the National Library of New Zealand and Archives New Zealand were integrated into the Department of Internal Affairs.
3. On 19 August 2008 Taranaki Whānui ki Te Upoko o Te Ika and the Crown (the parties) signed a Deed of Settlement (the Deed), settling the historical claims of Taranaki Whānui ki Te Upoko o Te Ika.
4. As part of the Treaty settlement, and as recorded in Section 5.1 of the Deed, the Crown acknowledges and supports the desire of the Trust to provide for the enhanced well-being, revitalisation and protection of its members.
5. The Deed states that the Crown intends to support these aspirations by facilitating access by Taranaki Whānui ki Te Upoko o Te Ika to government programmes and services that relate to social, economic and cultural development.
6. This Letter of Commitment is intended to give greater definition to how the parties intend to collaborate on matters related to the care and management, use, development and revitalisation of, and access to, Taranaki Whānui ki Te Upoko o Te Ika taonga.

Purpose

7. The parties are seeking an ongoing relationship which facilitates the care and management, use, development and revitalisation of, and access to, Taranaki Whānui ki Te Upoko o Te Ika taonga; whether held by Taranaki Whānui ki Te Upoko o Te Ika whānau and hapū or the Crown parties.

8. The parties recognise the following, which will guide them in giving effect to the purpose of this Letter and will be discussed as part of the development of the work plans:
 - 8.1 the significance of Taranaki Whānui ki Te Upoko o Te Ika taonga to the maintenance and development of Taranaki Whānui ki Te Upoko o Te Ika culture and to enriching the cultural life of New Zealand;
 - 8.2 that Taranaki Whānui ki Te Upoko o Te Ika taonga is held and looked after by Taranaki Whānui ki Te Upoko o Te Ika whānau and hapū, and also by the Crown parties to this Letter;
 - 8.3 Taranaki Whānui ki Te Upoko o Te Ika's cultural and spiritual authority in relation to Taranaki Whānui ki Te Upoko o Te Ika taonga;
 - 8.4 that active and meaningful engagement by the Crown parties with Taranaki Whānui ki Te Upoko o Te Ika in the care and management, use, development and revitalisation of, and access to, Taranaki Whānui ki Te Upoko o Te Ika taonga is required as agreed in the work plans; and
 - 8.5 the need for an enduring and collaborative relationship to be developed between Taranaki Whānui ki Te Upoko o Te Ika and the Crown parties.

Effect

9. The parties acknowledge that this Letter is not intended to constitute a contract between the Parties or to be enforceable at law.
10. Resourcing of activities under this Letter will be within existing resource limits and align with the Government priorities of the day.
11. Taranaki Whānui ki Te Upoko o Te Ika acknowledges that all agreements and commitments contained in this Letter are subject to legislative rights and obligations under which the respective Crown parties operate and the terms upon which specific taonga are held by the Crown parties.

Development of Work Plans

12. Within 12 months of the signing of this document each of the Crown parties will confirm joint work plans with the Trust in relation to matters consistent with the purpose of this Letter. The work plans may:
 - 12.1 Provide the detail of the commitments agreed by Taranaki Whānui ki Te Upoko o Te Ika and each respective Crown party;
 - 12.2 Set out a timetable and milestones for delivering on any agreed commitments;
 - 12.3 Confirm the responsibilities for the various parties in meeting the agreed commitments;

- 12.4 Identify a process for resolving any issues or disputes;
 - 12.5 Identify key contact persons for the parties;
 - 12.6 Provide for mutually agreed outcomes; and
 - 12.7 Provide for the work plans to be reviewed at the annual meeting.
13. Final topics for the work plans will be mutually agreed by Taranaki Whānui ki Te Upoko o Te Ika and each respective Crown party and will reflect the priorities, resources and the specific functions and duties of the parties.

Work plan topics

Work Plan Topics Shared by all Parties

14. Potential topics for each of the respective Crown parties' joint work plans may include, but are not limited to, the topics identified below.
- 14.1 Collaborative Care and Management of Taranaki Whānui ki Te Upoko o Te Ika taonga held by Crown parties
 - a) To provide access, advice and guidance on taonga and cultural heritage issues.
 - b) To work collaboratively with Taranaki Whānui ki Te Upoko o Te Ika, as far as reasonably practicable, to develop and maintain inventories for Taranaki Whānui ki Te Upoko o Te Ika taonga.
 - c) To work collaboratively with Taranaki Whānui ki Te Upoko o Te Ika to research Taranaki Whānui ki Te Upoko o Te Ika taonga.
 - d) To work with Taranaki Whānui ki Te Upoko o Te Ika to develop metadata for Taranaki Whānui ki Te Upoko o Te Ika taonga.
 - e) To work collaboratively with Taranaki Whānui ki Te Upoko o Te Ika on taonga care, management, and storage.
 - f) To develop mutually beneficial research projects that enhance the understanding of Taranaki Whānui ki Te Upoko o Te Ika taonga and Taranaki Whānui ki Te Upoko o Te Ika culture.
 - 14.2 Sharing knowledge and expertise associated with Taranaki Whānui ki Te Upoko o Te Ika cultural heritage
 - a) To share access to databases and/or catalogues specific to collections and taonga, subject to licence and contractual arrangements concerning the databases and/or catalogues.

- b) To share information on database use and research methodologies specific to, or that can be applied towards, Taranaki Whānui ki Te Upoko o Te Ika taonga.
- c) To work together on exhibition planning processes and related activities specific to Taranaki Whānui ki Te Upoko o Te Ika taonga.
- d) To seek advice from Taranaki Whānui ki Te Upoko o Te Ika regarding specific policy and tikanga guidance as it relates to Taranaki Whānui ki Te Upoko o Te Ika taonga.

14.3 Opportunities for increased learning and capacity building relating to Taranaki Whānui ki Te Upoko o Te Ika taonga through:

- a) Conservation and training in taonga preservation.
- b) Collection management systems.
- c) Digitisation initiatives.
- d) Training and development, with possible internships.

Work Plan Topics Specific to Crown Parties

15. Potential topics for Crown parties' respective work plans may include, but are not limited to, the topics identified below.

Work Plan Topics Particular to the Department of Internal Affairs National Library of New Zealand function

15.1 Collaborative Care and Management of Taonga

- a) To work with Taranaki Whānui ki Te Upoko o Te Ika to develop processes to record what material relating to Taranaki Whānui ki Te Upoko o Te Ika taonga is being accessed from the collections.
- b) To work with Taranaki Whānui ki Te Upoko o Te Ika to develop protocols concerning use of and access to material relating to Taranaki Whānui ki Te Upoko o Te Ika taonga.
- c) To work with Taranaki Whānui ki Te Upoko o Te Ika to develop exhibition opportunities relating to Taranaki Whānui ki Te Upoko o Te Ika taonga.
- d) To provide Taranaki Whānui ki Te Upoko o Te Ika the opportunity to share their matauranga regarding key activities and events at National Library.

15.2 Sharing knowledge and expertise associated with Taranaki Whānui ki Te Upoko o Te Ika taonga.

- a) To share knowledge and expertise on Taranaki Whānui ki Te Upoko o Te Ika taonga held overseas.
- b) To broker relationships with New Zealand and international libraries and heritage organisations.

Work Plan Topics Particular to the Department of Internal Affairs Archives New Zealand function

15.3 Collaborative Care and Management of Taonga

- a) To work with Taranaki Whānui ki Te Upoko o Te Ika to develop processes to record what material relating to Taranaki Whānui ki Te Upoko o Te Ika taonga is being accessed from the collections.
- b) To work with Taranaki Whānui ki Te Upoko o Te Ika to develop protocols concerning use of and access to materials relating to Taranaki Whānui ki Te Upoko o Te Ika taonga.
- c) To consult with Taranaki Whānui ki Te Upoko o Te Ika regarding, and provide Taranaki Whānui ki Te Upoko o Te Ika with the opportunity to acquire, in accordance with section 25 of the Public Records Act 2005, Taranaki Whānui ki Te Upoko o Te Ika taonga that is superfluous to the needs of Archives New Zealand.
- d) To develop a process to provide information to Taranaki Whānui ki Te Upoko o Te Ika on the type of research being conducted when Taranaki Whānui ki Te Upoko o Te Ika taonga is being accessed.

15.4 Monitoring delivery of service

- a) To develop processes to monitor the effectiveness of the relationship with and services to Taranaki Whānui ki Te Upoko o Te Ika in achieving outcomes mutually agreed in the work plans.

15.5 Analysis and reporting

- a) To prepare and prioritise a list of key questions to ask regularly in written reports to Taranaki Whānui ki Te Upoko o Te Ika which will help Archives New Zealand achieve outcomes mutually agreed in the work plans.

15.6 Advice for public offices and local authorities on access to Taranaki Whānui ki Te Upoko o Te Ika taonga

- a) To consult with Taranaki Whānui ki Te Upoko o Te Ika, and advise public offices and local authorities on best practice in making access decisions

for access to Taranaki Whānui ki Te Upoko o Te Ika taonga held as public archives and local authority archives.

Work Plan Topics Particular to Te Papa Tongarewa

16. To work with Taranaki Whānui ki Te Upoko o Te Ika consistent with the principle of Mana Taonga which:

- a) seeks the input of communities for guidance on how their taonga should be managed, cared for, exhibited, or represented and gives all people who have taonga in Te Papa Tongarewa's collections a special connection to the marae – Rongomaraeroa; and
- b) shapes and informs many of the museum's activities and provides guidance for staff in the research, care, and management of taonga.

17. Collaborative Care and Management of Taonga

- a) To maintain an inventory of Taranaki Whānui ki Te Upoko o Te Ika taonga held at Te Papa Tongarewa.
- b) To work with Taranaki Whānui ki Te Upoko o Te Ika to develop exhibition opportunities.
- c) To provide opportunities to promote Taranaki Whānui ki Te Upoko o Te Ika artists at Te Papa Tongarewa.

18. To provide Taranaki Whānui ki Te Upoko o Te Ika the opportunity to share their mātauranga regarding key activities and events at Te Papa Tongarewa.

- a) To recognise the Trust as an iwi authority for Taranaki Whānui ki Te Upoko o Te Ika in relation to taonga issues.
- b) To consult with Taranaki Whānui ki Te Upoko o Te Ika regarding, and provide Taranaki Whānui ki Te Upoko o Te Ika with the opportunity to acquire, Taranaki Whānui ki Te Upoko o Te Ika taonga that may be deaccessioned by Te Papa Tongarewa.

19. Sharing knowledge and expertise associated with Taranaki Whānui ki Te Upoko o Te Ika cultural heritage kaupapa

- a) To share knowledge and expertise associated with Taranaki Whānui ki Te Upoko o Te Ika cultural heritage kaupapa, including the following:
- b) Legislation (e.g. the Protected Objects Act) museum policies and practices.
- c) Visitor Market Research & Evaluation methodology and data.

- d) Taranaki Whānui ki Te Upoko o Te Ika taonga held overseas.
- e) To actively facilitate Taranaki Whānui ki Te Upoko o Te Ika relationships with New Zealand and international museums, galleries and heritage organisations.
- f) To actively facilitate opportunities for access and reconnection of Taranaki Whānui ki Te Upoko o Te Ika taonga through the relationships stated in 16.7.3 b).

Te Papa Tongarewa: Future Aspirations

20. In the future Te Papa Tongarewa and Taranaki Whānui ki Te Upoko o Te Ika will work together on:
- a) New Zealand Museum Standards Scheme.
 - b) Commercial Initiatives – publications.
 - c) Exhibition initiatives.
 - d) Contributing to a central portal – web links.

Ongoing Relationships

21. The parties agree to meet annually (hui of the parties), at a date to be mutually agreed.
22. The inaugural hui of the parties will be held within 12 months of the signing of the document.
23. The parties will jointly take responsibility for confirming the annual hui and hui agenda.
24. Each party will meet its own cost of attending the annual hui.

Communication

25. The parties commit to:
- 25.1 Maintain effective communication with one another on any concerns and issues arising from this Letter and its implementation;
 - 25.2 As far as reasonably practicable, provide opportunities for meetings of relevant management and staff;

25.3 As far as reasonably practicable, train relevant employees of the parties to ensure that they are made aware of this Letter and the practical tasks which flow from it;

25.4 As far as reasonably practicable, inform other organisations with whom it works, central government agencies and stakeholders about this Letter and future amendments; and

25.5 Include a copy of the Letter on the Crown parties' websites.

Changes to Policy and Legislation Affecting this Letter

26. In addition to the specific commitments in this Letter, the Crown parties will consult, wherever practicable, with the Trust on legislative and policy development or review which potentially affects Taranaki Whānui ki Te Upoko o Te Ika taonga and provide for opportunities for the Trust to contribute to such developments.

27. If any of the Crown parties consults with the public or with Maori generally on policy development or any proposed legislative amendment to the statutes under which the Crown parties operate, and which impacts on the purpose of this Letter, the Crown Party shall:

27.1 Notify the Trust of the proposed policy development or proposed legislative amendment upon which consultation will be occurring;

27.2 Make available to the Trust the information provided to Maori as part of the consultation process referred to in this paragraph; and

27.3 Advise the Trust of the final outcome of any such consultation.

Dispute Resolution

28. In the event that the parties cannot agree on the implementation of this Letter, or agree revised terms following a five yearly review of the Letter, then a meeting will be convened between the Trust and the Chief Executive or relevant Minister for the Crown party (or, in the case of Te Papa Tongarewa, the Chairperson of the Board) with any party giving at least one month's notice of request for a meeting.

Review Provision

29. This Letter will be reviewed by the parties every five years or earlier where there is a change or a proposed change to the legislation or policy relevant to the Crown parties that have the potential to affect the matters covered by this Letter. This review will take place at the annual hui of the parties, to ensure that the commitments entered into in the Letter remain relevant and continue to capture the purpose of the Letter.

30. The parties will negotiate any amendments to provisions at this time and may sign a new Letter which will take effect upon signing.

Definitions

- “Crown parties”** The Crown agencies responsible for the National Library and Archives New Zealand, and Te Papa Tongarewa are for the purposes of this Letter of Commitment referred to as the “Crown parties”. A summary of the role and functions of each of the parties is provided in Annex A.
- “National Library”** includes the Alexander Turnbull Library.
- “Taonga”** Taonga includes but is not limited to artefacts, heirlooms, human remains, manuscripts, archives, records, information and data, including multi-media formats such as sound, still and moving images.
- “Inventories”** means list of information
- “Deaccessioned”** the permanent removal of an item from the collections of Te Papa Tongarewa

Professor Sir Ngatata Love
Chair
Port Nicholson Block Settlement Trust

Brendan Boyle
Chief Executive
**Department of Internal Affairs
Te Tari Taiwhenua**

Date:

Date:

Mike Houlihan
Chief Executive
**Museum of New Zealand
Te Papa Tongarewa**

Michelle Hippolite
Kaihautū
**Museum of New Zealand
Te Papa Tongarewa**

Date:

Date:

Annex A: Summary of the Role and Functions of each of the Parties to this Letter of Commitment

Port Nicholson Block Settlement Trust

1. The Trust was established on 11 August 2008.
2. The purpose of the Trust is to receive, manage and administer the assets and rights on behalf of and for the benefit of the present and future members of Taranaki Whānui ki Te Upoko o Te Ika Trustees are elected for a period of three years.
3. The Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) Claims Settlement Act 2009 was enacted on 5 August 2009. The settlement package was transferred to the Trust on 2 September 2009. A copy of the Trust Deed and the Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) Claims Settlement Act 2009 are available at the Trust Office or online at www.pnbst.maori.nz
4. The people represented by the Trust are Taranaki Whānui ki te Upoko o Te Ika. Taranaki Whānui ki Te Upoko o Te Ika includes Taranaki Whānui who migrated to the Wellington area in the 1830s and have maintained ahi kā.
5. Taranaki Whānui established ourselves around the Wellington Harbour. Our kāinga, our pā, our gardens have now been largely subsumed by urban development. Taranaki Whānui ki Te Upoko o Te Ika (Taranaki Whānui) are those people who descend from one or more of the recognised tupuna of:
 - Te Ātiawa
 - Taranaki
 - Ngāti Ruanui
 - Ngāti Tama and
 - Other iwi from the Taranaki area
6. Taranaki Whānui members also descend from one or more of the original signatories of the 27 September 1839 Port Nicholson Block purchase deed:
 - a) persons listed in the Schedule to the Declaration of the Native Land Court in Wellington dated 11 April 1888; or
 - b) other persons not named in this definition who exercised customary rights based on descent referred to in clause (a)(i) of this definition in the Port Nicholson Block, Wellington District on or after 6 February 1840; and
 - c) every whānau, hapū or group, including the Wellington Tenths Trust and the Palmerston North Māori Reserves Trust composed of individuals to the extent that those whānau, hapū or groups of individuals are referred to in clause (a) of this definition.
7. As at 20 September 2010 there are almost 14,000 verified registered members of the Trust.

Department of Internal Affairs (Te Tari Taiwhenua)

8. The Department of Internal Affairs (the Department) is the oldest government department and has been part of the fabric of New Zealand's Public Service since the signing of the Treaty of Waitangi.
9. The Department serves and connects people, communities and government to build a safe, prosperous and respected nation. The Department is responsible to six Ministers administering six Votes across seven portfolios. Our portfolios include Internal Affairs, Ministerial Services, Ethnic Affairs, Civil Defence, Racing, Local Government, the Community and Voluntary sector including the Office for the Community and Voluntary Sector, National Library, Archives New Zealand and the Government Chief Information Office.
10. The Minister of Internal Affairs oversees the Government's ownership interests in the Department which encompass its strategy, capability, integrity and financial performance.
11. The Department:
 - a. provides direct services to people, communities and government;
 - b. provides policy advice to government;
 - c. regulates peoples activity, encourages compliance and enforces the law
 - d. monitors performance; and
 - e. currently employs staff in a number of cities and towns in New Zealand, Sydney and London.
12. On 1 February 2011, following the integration of the National Library and Archives New Zealand into the Department of Internal Affairs (DIA), the National Library and Archives New Zealand ceased to be departments in their own right. The Chief Executive of DIA is responsible and accountable for the implementation of, and commitments set out in, this Letter. The Chief Executive will also have an important role in managing the overall relationship with Taranaki Whānui ki Te Upoko o Te Ika.

National Library of New Zealand (Te Puna Mātauranga o Aotearoa)

13. On 1 February 2011, the National Library of New Zealand was integrated into the Department of Internal Affairs.
14. The National Library of New Zealand is set up under the National Library of New Zealand (Te Puna Mātauranga o Aotearoa) Act 2003. Under section 7 of the Act, the purpose of the National Library is to enrich the cultural and economic life of New Zealand and its interchanges with other nations by, as appropriate:
 - (a) collecting, preserving, and protecting documents, particularly those relating to New Zealand, and making them accessible for all the people of New Zealand, in a manner consistent with their status as documentary heritage and taonga; and

- (b) supplementing and furthering the work of other libraries in New Zealand; and
 - (c) working collaboratively with other institutions having similar purposes, including those forming part of the international library community.
15. The Alexander Turnbull Library forms part of the National Library. Under section 12 of the Act, the purposes of the Alexander Turnbull Library are:
- (a) to preserve, protect, develop, and make accessible for all the people of New Zealand the collections of that library in perpetuity and in a manner consistent with their status as documentary heritage and taonga; and
 - (b) to develop the research collections and the services of the Alexander Turnbull Library, particularly in the fields of New Zealand and Pacific studies and rare books; and
 - (c) to develop and maintain a comprehensive collection of documents relating to New Zealand and the people of New Zealand.

Archives New Zealand (Te Rua Mahara o te Kawanatanga)

16. On 1 February 2011, Archives New Zealand was integrated into the Department of Internal Affairs.
17. The Public Records Act 2005 sets out the functions of the Chief Archivist and the role of the archives repository, Archives New Zealand.
18. The Chief Archivist has a leadership role in advising on and monitoring the information management practices of public sector agencies. This includes developing standards for information creation and maintenance, and providing advice and training for those implementing these standards. In due course public records of long-term value become public archives under the control of the Chief Archivist. Among the public archives there are records that are considered taonga of Taranaki Whānui ki Te Upoko o te Ika. The Chief Archivist is also responsible for ensuring the preservation of public archives, and facilitating public access to and use of public archives.
19. The Chief Archivist has a responsibility to provide leadership and support for archival activities across New Zealand including the safekeeping of private, iwi, hapū, and community records. Archives New Zealand endeavours to improve access by Māori and other communities to records of significance to them. Maintaining a presence and working with iwi, hapū and the wider community, ensures the Chief Archivist is able to consult effectively with Māori on recordkeeping and archive issues.
20. Records of long-term value are transferred to the public archive on the authority of the Chief Archivist who has the statutory responsibility to determine whether to keep or dispose of.

21. The majority of the public archives are held in Archives New Zealand's repositories in Auckland, Wellington, Christchurch and Dunedin. Some public Archives are held by approved repositories.
22. Access to the public archive is promoted through a variety of technological formats and by way of customer assistance and support in each of Archives New Zealand's four reading rooms across the country, a remote enquiries service, and an increasing online digital presence.

Museum of New Zealand (Te Papa Tongarewa)

23. Te Papa Tongarewa is an autonomous Crown Entity under the Crown Entities Act 2004 and was established by the Museum of New Zealand Te Papa Tongarewa Act 1992.
24. Te Papa Tongarewa is a forum for the nation to present, explore, and preserve the heritage of its cultures and knowledge of the natural environment in order to better understand and treasure the past, enrich the present, and meet the challenges of the future.
25. Te Papa Tongarewa's vision is:
 - (a) to be relevant to all New Zealanders through stories of our collections and scholarship;
 - (b) to engage through these with communities throughout New Zealand;
 - (c) to be a source of experiences for audiences to grow their understanding and respect for Mātauranga Māori, and the different cultures of New Zealand;
 - (d) to be an access to the best collections from around the world;
 - (e) to be creative, collaborative and outward looking; and
 - (f) to be fun, challenging, and always enriching.



PORT NICHOLSON BLOCK
SETTLEMENT TRUST

Housing Letter of Commitment



Department of
Building and Housing
Te Tari Kaupapa Whare

Schedule 7:

Letter of Commitment from Chief Executive, Department of Building and Housing to Taranaki Whānui ki Te Upoko o Te Ika, in Relation to the Revitalisation of Public and Social Housing

29 March 2011

Sir Ngatata Love
Chair
Port Nicholson Block Settlement Trust
Railway Station Social Hall
55 Waterloo Quay
Thorndon
Wellington 6144

Dear Sir Ngatata

Commitment to engage on public housing revitalisation

As you will be aware, in the coming years the government faces significant challenges in planning for, and implementing the revitalisation of large areas of state housing, including in the Hutt Valley, Wainuiomata and Wellington City areas.

The government is in the very early stages of planning for housing revitalisation in these areas.

In recognition of Taranaki Whānui ki Te Upoko o Te Ika as mana whenua, your involvement in social housing initiatives, and your significant land holding in parts of the Wellington area I would like to invite the Port Nicholson Block Settlement Trust (the Trust) to join with the Department of Building and Housing (the Department) in a Working Group to identify a broad approach to the revitalisation of housing in the above mentioned areas.

I will invite Housing New Zealand Corporation (the Corporation), the Ministry of Social Development, and Te Puni Kōkiri to take part in the Working Group. Other organisations can be included by our mutual agreement.

The Working Group's terms of reference will broadly encompass:

- Growth areas: Identification of priority areas within Port Nicholson Block Settlement Trust's rohe where additional social housing is likely to be required; and

- Redevelopment areas: Identification of areas of existing Corporation housing, within the Port Nicholson Block Settlement Trust's rohe, which are likely to require redevelopment.

I suggest that the planning frame used for both the growth and the redevelopment areas be defined as follows:

- Short-term (1-3 years)
- Medium-term (4-10 Years)
- Long-term (greater than 10 years).

I propose the following milestones for the Working Group:

- Working Group to be formed by 30 June 2011
- Detailed Terms of Reference to be developed by the Working Group and confirmed with Chief Executive of the Department and the Chair of the Trust by 30 September 2011.
- Progress report presented to the early 2012 Taranaki Whānui – Crown Whole of Government Relationship Forum.
- Working Group to deliver its final report to the Chief Executive of the Department and the Chair of the Trust by 30 June 2012.

While the Working Group's report is non-binding in nature, I see obtaining a shared understanding of some of the key issues affecting housing outcomes in the Trust's area of interest is an important first step. I also see the Working Group needing to be closely linked to the broader work programme associated with increasing the provision of social and affordable housing by third party providers, which is an area whereby iwi have the potential to be key participants.

In terms of cementing an ongoing relationship, I consider that there is merit in maintaining high level contact between the Trust and the Department. I therefore propose that we establish an annual meeting for the last quarter of the calendar year with precise timing confirmed by the Trust.

I look forward to working with you and the Trust on these important issues.

Yours sincerely

Katrina Bach
Chief Executive
Department of Building and Housing

Professor Sir Ngatata Love
Chair
Port Nicholson Block Settlement Trust

Date: / /

cc: Lesley McTurk, Chief Executive, Housing New Zealand Corporation
Peter Hughes, Chief Executive, Ministry of Social Development and Employment
Leith Comer, Chief Executive, Te Puni Kōkiri



Deed of

Between the Crown and the
Port Nicholson Block Claims Team

Settlement

General Background

Taranaki Whānui ki Te Upoko o Te Ika is a collective that comprises people of Te Ātiawa, Taranaki, Ngāti Ruanui, Ngāti Tama and others including Ngāti Mutunga from a number of Taranaki iwi whose ancestors migrated to Wellington in the 1820s and 30s and who signed the Port Nicholson Block Deed of Purchase in 1839. The Port Nicholson Block runs from the Rimutaka Summit to the South Coast at Pipinui Point (Boomrock) around the coastline to Turakirae in the east and up the Rimutaka ridgeline to the summit. Taranaki Whānui ki Te Upoko o Te Ika, represented by the Port Nicholson Block Claims Team, have over 17,000 registered members.

The history of the interaction between Taranaki Whānui ki Te Upoko o Te Ika and the Crown has been outlined in The Waitangi Tribunal's *Te Whanganui a Tara Me Ona Takiwā* report on the Wellington District Inquiry, published in 2003. The claims of Taranaki Whānui ki Te Upoko o Te Ika relate to breaches by the Crown of its obligations under the Treaty of Waitangi, particularly the Crown's dealings over, and eventual acquisition of, the Port Nicholson Block, long delays in ensuring there was appropriate administration of the lands reserved for Taranaki Whānui ki Te Upoko o Te Ika in the Port Nicholson Block, and the Crown's compulsory acquisition and endowment of Taranaki Whānui ki Te Upoko o Te Ika lands for public purposes.

An account of the historical background agreed between the Crown and Taranaki Whānui ki Te Upoko o Te Ika is included in the Deed of Settlement, along with acknowledgments of Crown breaches of the Treaty of Waitangi, a Crown Apology for those breaches, and a statement of forgiveness by Taranaki Whānui ki Te Upoko o Te Ika.

On 28 January 2004, the Crown recognised the mandate of the Port Nicholson Block Claims Team to negotiate the settlement of the historical claims of Taranaki Whānui ki Te Upoko o Te Ika. Negotiations on the settlement package commenced with the signing of Terms of Negotiation on 27 July 2004. On 13 December 2007 the Crown and Taranaki Whānui ki Te Upoko o Te Ika signed an Agreement in Principle. A Deed of Settlement based on this agreement was initialled on 26 June 2008.

The Deed was then ratified by members of Taranaki Whānui ki Te Upoko o Te Ika and signed on 19 August 2008. The Deed of Settlement will be implemented following the passage of legislation.

The Port Nicholson Block Claims Team is led by Professor Ngātata Love, and represented in negotiations by Sir Paul Reeves, Neville Baker, Kara Puketapu, June Jackson, Liz Mellish, Mark Te One, Dawn McConnell, Dr Catherine Love, Spencer Carr and Kevin Amohia. The Minister in Charge of Treaty of Waitangi Negotiations, Hon Dr Michael Cullen, represented the Crown in high-level negotiations with Taranaki Whānui ki Te Upoko o Te Ika, as did his predecessors Hon Mark Burton and Hon Margaret Wilson.

Summary of the Historical Background to the Claims by Taranaki Whānui ki Te Upoko o Te Ika

In September 1839, the New Zealand Company, a private land-settlement company, sought to purchase land in Wellington harbour and its environs from Taranaki Whānui ki Te Upoko o Te Ika. Before the arrival of its representatives in New Zealand, the Company had sold nearly 100,000 acres in the Port Nicholson area to prospective settlers and held a lottery in London to allocate the land to them.

The Company's representatives negotiated the "Port Nicholson Deed", signed on 27 September 1839, with Taranaki Whānui ki Te Upoko o Te Ika in an attempt to purchase a large district at Port Nicholson and its environs (the Port Nicholson Block). The 1839 Deed was, however, only drafted in English and did not include a map of the boundaries. This transaction was later found to be seriously flawed by a Crown-appointed Land Claims Commissioner. In 1841, the Crown assumed ownership of the harbour islands despite the Deed's flaws and also proclaimed the town belt a public reserve without compensation.

The 1839 Deed provided that a tenth portion of the land conveyed by it would be reserved for Taranaki Whānui ki Te Upoko o Te Ika. The Company intended that some of these tenths reserves be occupation reserves, while the remaining tenths reserves would provide an endowment fund. Despite the initial findings of the Land Claims Commissioner, the Crown established a process by which the Company could validate its 1839 purchase. In return for payment of £1500, negotiated between the Company and a Crown representative, Taranaki Whānui ki Te Upoko o Te Ika signed several Deeds of Release in early 1844, so that the Company could complete its purchase. It was uncertain, however, how much land had been transacted by these Deeds of Release.

The Crown subsequently treated all of the land in the district covered by the 1839 Deed as if Taranaki Whānui ki Te Upoko o Te Ika title to it had been extinguished by the Deeds of Release. In order to finally secure the lands for the Company, the Crown instructed Colonel McCleverty in 1846 to find Taranaki Whānui ki Te Upoko o Te Ika alternative lands in exchange for their reserve lands around Wellington harbour. As a result of these exchanges, many Taranaki Whānui ki Te Upoko o Te Ika were pressured to move from their traditional lands to lands that proved inadequate to sustain their way of life.

Taranaki Whānui ki Te Upoko o Te Ika had no role in the administration of their remaining tenths reserves until 1985. There were long delays in establishing proper administration for the Wellington tenths reserves, including delays in the passing of legislation to establish an administration and in determining the list of beneficiaries.

The Crown-appointed trustee also appropriated tenths reserve land for public purposes. Much of the tenths reserve land was alienated under the Crown-appointed trustees' administration.

In order to generate income from the reserves, the Crown-appointed trustee established a regime of perpetual leases. Perpetual leasing at fixed prices reduced rental returns from the remaining tenths reserves. Despite criticism, perpetual leasing remained in place until 1985 when the Wellington Tenths Trust took over the administration of the tenths reserves. Under heavily-criticised legislation, the Trustee also acquired 'uneconomic' interests in land from the owners without their consent, which were later returned after protest by the owners.

As another consequence of settlement, Wellington harbour, an important food and trade resource for Taranaki Whānui ki Te Upoko o Te Ika, was adversely affected by the pollution and sewage generated by the urban and industrial development, as well as the reclamations around the harbour to provide land for public purposes. The Crown also took a significant amount of Taranaki Whānui ki Te Upoko o Te Ika land under public works legislation for housing, river protection and reclamation.

Settlement

Summary of the Taranaki Whānui ki Te Upoko o Te Ika Settlement

Overview

The Taranaki Whānui ki Te Upoko o Te Ika Settlement is the final settlement of all Taranaki Whānui ki Te Upoko o Te Ika historical claims 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 acknowledgements, which form the basis for a Crown Apology to Taranaki Whānui ki Te Upoko o Te Ika, as well as a Statement of Forgiveness from Taranaki Whānui ki Te Upoko o Te Ika to the Crown;
- Cultural redress; and
- Financial and commercial redress.

The benefits of the settlement will be available to all members of Taranaki Whānui ki Te Upoko o Te Ika, wherever they live.

Crown Apology

The Crown apologises to Taranaki Whānui ki Te Upoko o Te Ika for past dealings that breached the Crown's obligations under the Treaty of Waitangi. These include: the Crown's failure to consistently protect Taranaki Whānui ki Te Upoko o Te Ika's interests during the process by which the Crown and its agents acquired the interests of Taranaki Whānui ki Te Upoko o Te Ika in the Port Nicholson block; the compulsory acquisition and endowment of their lands for public purposes; the delay in implementing legislation and administration of their reserves; and the undermining of Taranaki Whānui ki Te Upoko o Te Ika tino rangatiratanga.

The Deed of Settlement includes a statement of forgiveness by Taranaki Whānui ki Te Upoko o Te Ika, in response to the Crown apology.

Cultural Redress

1. This redress recognises the traditional, historical, cultural and spiritual association of Taranaki Whānui ki Te Upoko o Te Ika with places and sites owned by the Crown within their area of interest. This allows Taranaki Whānui ki Te Upoko o Te Ika and the Crown to protect and enhance the conservation values associated with these sites, and includes:

1(A) SITES VESTED IN TARANAKI WHĀNUI KI TE UPOKO O TE IKA

Eighteen sites, including local authority land and a parcel of Meridian Energy land, will be vested in Taranaki Whānui ki Te Upoko o Te Ika.

A number of these sites are currently reserves:

- Matiu/Somes Island, Mokopuna Island and Makaro/Ward Island
- The lakebeds of Lake Kohangatera and Lake Kohangapiripiri (the Parangarau Lakes, commonly referred to as the Pencarrow Lakes) and two esplanade reserves (the space occupied by water in the lakes and the space occupied by the air above the water remains in Crown ownership)
- Wi Tako Scenic Reserve (with a name change to Wi Tako Ngātata Scenic Reserve); and
- Point Dorset Recreation Reserve.

Under the settlement legislation, the existing reserve status will be maintained (except for the lakebeds and esplanade reserves, which will instead have a conservation covenant on their title). The sites' natural values will be protected, and public access to the sites as currently provided for will be retained, as well as existing third party rights.

The Korokoro Gateway site (on the harbour at Petone) will be vested in Taranaki Whānui ki Te Upoko o Te Ika and become the Honiana Te Puni Reserve.

Taranaki Whānui ki Te Upoko o Te Ika will enter into Memoranda of Understanding with local authorities in respect of the Wi Tako Ngātata Scenic Reserve, the Point Dorset Reserve, the Honiana Te Puni Reserve site and the beds of Lake Kohangatera and Lake Kohangapiripiri, their associated esplanade strips and the surrounding area. In addition, the settlement legislation will provide for the establishment of a Harbour Islands Kaitiaki Board to administer Makaro Scientific Reserve, Mokopuna Scientific Reserve, Matiu Scientific Reserve and Matiu Historic Reserve. The Board will consist of an equal number of representatives from both the Department of Conservation, who will continue to carry out the day to day management of the islands, and Taranaki Whānui ki Te Upoko o Te Ika.

Other sites that will be vested in Taranaki Whānui ki Te Upoko o Te Ika are:

- The site of Pipitea Marae, subject to an arrangement with the existing lessees, the Ngāti Poneke Māori Association
- Two Crown-owned properties on Thorndon Quay (land plus improvements)
- A site on the corner of Waiwhetu Road/Whites Line East
- The former Wainuiomata College, former Wainuiomata Intermediate School, and former Waiwhetu Primary School; and
- An urupā site at Makara and two dendroglyph areas near the Parangarau Lakes (which will be vested as Māori Reservations).

1(B) STATUTORY ACKNOWLEDGEMENTS

Statutory Acknowledgements register the special association Taranaki Whānui ki Te Upoko o Te Ika has with an area, and will be included in the settlement legislation. Statutory Acknowledgements are recognised under the Resource Management Act 1991 and the Historic Places Act 1993. The acknowledgements require that consent authorities provide Taranaki Whānui ki Te Upoko o Te Ika with summaries of all resource consent applications that may affect the areas named in the acknowledgements.

There are to be Statutory Acknowledgements over the following thirteen sites: Kaiwharawhara stream; Coastal Marine Area adjoining the Taranaki Whānui ki Te Upoko o Te Ika area of interest; Hutt River; Waiwhetu Stream; Wellington Harbour; Riverside Drive marginal strip; Seaview marginal strips; Government Buildings Historic Reserve; Turnbull House Historic Reserve; Rimutaka Forest Park; Wainuiomata Scenic Reserve; Turakirae Head Scientific Reserve; and Kelburn Local Purposes (Community and Administrative Buildings) Reserve.

Statutory Acknowledgements are non-exclusive redress, meaning more than one iwi can have a Statutory Acknowledgement over the same site.

1(C) DEEDS OF RECOGNITION

Deeds of Recognition oblige the Crown to consult with Taranaki Whānui ki Te Upoko o Te Ika and have regard to their views regarding the special association Taranaki Whānui ki Te Upoko o Te Ika have with a site. They also specify the nature of the input of Taranaki Whānui ki Te Upoko o Te Ika into management of those areas by the Department of Conservation.

A Deed of Recognition will cover the Rimutaka Forest Park, Waitiomatica Scenic Reserve, and Turakirae Head Scientific Reserve.

Deeds of Recognition are non-exclusive redress, meaning more than one iwi can have a Deed of Recognition over the same site.

1(D) PLACE NAMES

Eight place names will be altered by the settlement legislation. These are:

<i>Existing place name</i>	<i>Altered place name</i>
• Ngauranga Stream	Waitohi Stream
• Mount Misery	Mount Wai-ariki
• Sinclair Head	Sinclair Head/ Te Rimurapa
• Red Rocks	Pariwhero/Red Rocks
• Tinakori Hill	Te Ahumairangi Hill
• Lowry Bay	Whiorau/Lowry Bay
• Baring Head	Baring Head/Ōrua-pouanui
• Steeple Rock	Steeple Rock/Te Aroaro-o-Kupe

2. Relationships

2(A) WHOLE OF GOVERNMENT

The Crown recognises the aspirations of Taranaki Whānui ki Te Upoko o Te Ika to provide for the enhanced well being, revitalisation and protection of its members. The Crown will assist Taranaki Whānui ki Te Upoko o Te Ika to reach these goals by facilitating access to government services and work programmes and for an appropriate Minister of the Crown to chair an annual hui between relevant Ministers of the Crown and the Taranaki Whānui ki Te Upoko o Te Ika.

2(B) PROTOCOLS

Protocols will be issued by the Ministers of Conservation, Arts, Culture and Heritage and Fisheries, to encourage good working relationships on matters of cultural importance to Taranaki Whānui ki Te Upoko o Te Ika.

2(C) LETTERS OF ENGAGEMENT

Letters of engagement will be written to CentrePort Limited and Wellington International Airport Ltd inviting them to meet Taranaki Whānui ki Te Upoko o Te Ika to discuss issues of common interest.

Financial and Commercial Redress

3. This redress recognises the economic loss suffered by Taranaki Whānui ki Te Upoko o Te Ika arising from breaches by the Crown of its Treaty obligations. It will provide Taranaki Whānui ki Te Upoko o Te Ika with resources to assist them to develop their economic and social well-being. It includes:

3(A) FINANCIAL REDRESS

Taranaki Whānui ki Te Upoko o Te Ika will receive a financial settlement of \$25.025 million. \$1.887 million has already previously been paid on-account. As a consequence the actual cash amount to be paid to Taranaki Whānui ki Te Upoko o Te Ika will be \$23.138 million, plus interest from 13 December 2007 to settlement date.

3(B) SALE AND LEASEBACK

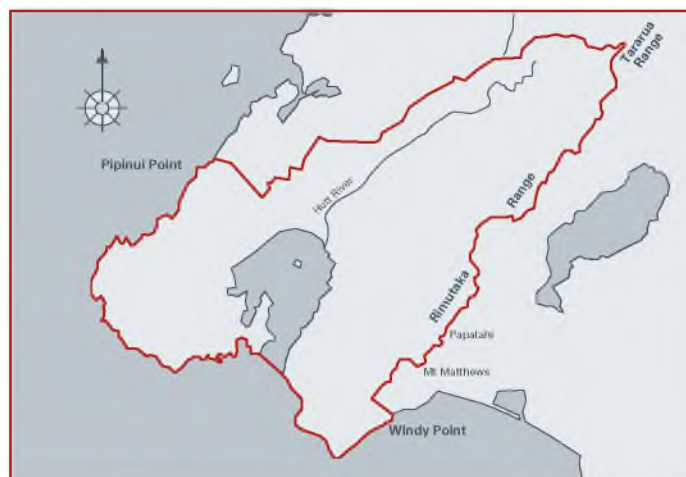
Taranaki Whānui ki Te Upoko o Te Ika will have the opportunity to purchase the land under certain properties and lease that land back to the Crown for as long as the Crown requires it. These properties include Archives New Zealand, the National Library of New Zealand, the High Court, and Wellington Girls' College. From settlement date, Taranaki Whānui ki Te Upoko o Te Ika will be able to exercise this option for a period of up to 10 years.

3(C) RIGHT OF FIRST REFUSAL

Taranaki Whānui ki Te Upoko o Te Ika will have, for a period of 100 years, a right of first refusal to purchase certain land owned by the Crown and certain Crown entities and State-owned enterprises when such land becomes surplus.

3(D) DEFERRED SELECTION

Taranaki Whānui ki Te Upoko o Te Ika will have the opportunity to purchase, for up to two years after settlement date, at market value, certain surplus Crown owned properties. Taranaki Whānui ki Te Upoko o Te Ika also have the opportunity to purchase up to six months after the Deed of Settlement is signed, surplus properties at Shelly Bay, owned by the New Zealand Defence Force and the Department of Corrections.



Port Nicholson Block Area

Q&A

Questions and Answers

1. What is the total cost to the Crown?

\$25.025 million plus interest from the date of the signing of the Agreement in Principle, and the value of the cultural redress properties to be returned, as listed at 1(A).

There has also been a contribution of \$4.859 million to the costs incurred by Taranaki Whānui ki Te Upoko o Te Ika in settling their claims. This has not been offset against their quantum.

2. Is there any private land involved?

No. The Greater Wellington Regional Council, Hutt City Council and Meridian Energy have agreed to transfer sites as part of the settlement.

3. Are the public's rights affected?

No. Where properties that the public currently has access to and use of are being vested in Taranaki Whānui Ki Te Upoko o Te Ika as cultural redress, that use and access will continue. For example, public access and use of Matiu/Somes Island will continue in the future as it exists now.

Where leases or licenses to occupy exist, the leaseholders or licensees will retain exactly the same set of rights. For example, the water-ski clubrooms at the Korokoro Gateway will not be affected by the transfer of the land to Taranaki Whānui ki Te Upoko o Te Ika.

4. What are Statutory Acknowledgments and Deeds of Recognition?

Statutory Acknowledgments acknowledge areas or sites with which claimant groups have a special relationship, and will be recognised in any proceedings under the Resource Management Act. This provision aims to avoid past problems with land development for roading and other purposes when areas of significance to Māori, such as burial grounds, were simply cleared or excavated without either permission or consultation. It is not a property right. Neither is it exclusive.

Deeds of Recognition set out an agreement between the administering Crown agency and a claimant group in recognition of their special association with a site as stated in a Statutory Acknowledgement, and specify the nature of their input into the management of the site.

5. What happens to memorials on private titles?

Settlement legislation, once passed, will remove the ability of Taranaki Whānui ki Te Upoko o Te Ika to seek the resumption of properties with s27B memorials on the titles. The memorials will be removed when all other groups with interests in the Wellington area have settled their claims.

6. Will the settlement settle all the historical claims of all the iwi in the collective?

The Deed of Settlement will settle all the historical claims of the Taranaki Whānui ki Te Upoko o Te Ika collective in the Port Nicholson Block. The collective includes the following iwi: Te Atiawa, Taranaki, Ngāti Tama and Ngāti Ruanui. The Deed of Settlement also provides for the exclusion from the Taranaki Whānui ki Te Upoko o Te Ika settlement of any Ngāti Tama who achieve a Crown recognised mandate and negotiate their historical claims with the Crown separately.

7. Does Taranaki Whānui ki Te Upoko o Te Ika have the right to come back and make further claims about the behaviour of the Crown in the 19th and 20th centuries?

Both parties agree that the Deed of Settlement is fair in the circumstances and will be a final settlement for all the historical or pre-1992 claims of Taranaki Whānui ki Te Upoko o Te Ika. The settlement legislation, once passed, will prevent Taranaki Whānui ki Te Upoko o Te Ika from re-litigating the claims before the Tribunal or the courts.

The settlement package will still allow Taranaki Whānui ki Te Upoko o Te Ika or members of Taranaki Whānui ki Te Upoko o Te Ika to pursue claims against the Crown for acts or omissions after 21 September 1992, including 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.

8. Who benefits from the settlement?

All members of Taranaki Whānui ki Te Upoko o Te Ika, wherever they may now live.

TARANAKI WHĀNUI KI TE UPOKO O TE IKA

and

THE PORT NICHOLSON BLOCK SETTLEMENT TRUST

and

THE SOVEREIGN

In right of New Zealand

**DEED OF SETTLEMENT OF
HISTORICAL CLAIMS**



TABLE OF CONTENTS

	KARAKIA.....	2
	MIHI	3
	BACKGROUND	4
1	INTRODUCTION.....	6
2	HISTORICAL ACCOUNT.....	8
3	ACKNOWLEDGEMENTS, APOLOGY, AND STATEMENT OF FORGIVENESS.....	16
4	SETTLEMENT.....	20
5	CULTURAL REDRESS.....	22
6	FINANCIAL AND COMMERCIAL REDRESS.....	28
7	SETTLEMENT CONDITIONS AND TERMINATION.....	29
8	DEFINITIONS, INTERPRETATION, AND GENERAL PROVISIONS.....	30

PROVISIONS SCHEDULE

1	ADDRESSES AND OTHER DETAILS OF THE PARTIES AND THEIR REPRESENTATIVES
2	SETTLEMENT
3	REDRESS
4	DEFERRED PURCHASE
5	TAX
6	NOTICE
7	GENERAL PROVISIONS
8	DEFINED TERMS AND INTERPRETATION

DOCUMENTS SCHEDULE

1	PROTOCOLS
2	STATEMENTS OF ASSOCIATION
3	DEED OF RECOGNITION



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA)
DEED OF SETTLEMENT**



- 4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES**
- 5 LETTERS OF ENGAGEMENT**
- 6 ARCHITECTURAL PLAN IN RELATION TO TE PAPA RFR LAND**
- 7 AREA OF INTEREST**
- 8 SO PLANS**
- 9 DRAFT BILL**

RFR LAND SCHEDULE

LEASEBACK SCHEDULE

(

(

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA)
DEED OF SETTLEMENT**

DEED OF SETTLEMENT

THIS DEED is made between



TARANAKI WHĀNUI KI TE UPOKO O TE IKA

and

THE TRUSTEES of the **PORT NICHOLSON BLOCK SETTLEMENT TRUST**

(
and

THE SOVEREIGN in right of New Zealand.

1 


KARAKIA

Purutia mai te tauru o te rangi
Kia tina! kia whena!
Kia toka te manawa ora!
Te manawa ihi, te manawa wehi
Te manawa tu tarewa i te rangi
Whakawatea te ara ki te uru
Whakawatea te ara ki te tonga
Whakawatea te ara mo nga aitanga
I pikau i te taumaha o te muru
Kua whakatau
Kua ea
Tuturu whakamoua kia tina
Hui e
Taiki e

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA)
DEED OF SETTLEMENT**

MIHI

He mihi poroporoaki ki a koutou ra, o nga heke, koutou i hunuku mai ki te Upoko o Te Ika. Ko Tataramoa tera, ko Nihoputa tera, ko Tama Te Uaua, ko Paukena tera i heke ai mai. Na koutou, nga kakano o nga iwi o Taranaki whanui i whakato i waenganui i nga pae maunga e karapoti nei i te Whanganui-a-Tara.

This is a farewell speech to our tupuna who travelled from Taranaki to Te Upoko o Te Ika in the three migrations – Tataramoa, Nihoputa and Tama Te Uaua-Paukena. It was they who begat the generations of Taranaki Whanui who live surrounded by the mountain ranges of this area known as Te Whanganui a Tara.

Titiro iho mai nei ki o koutou aitanga te kawē ra i nga auetanga o te muru me te raupatu.

Look down from above on your mokopuna who are carrying still the pain and injustice of the muru me te raupatu.

He maioha tenei ki a koutou, nga tokotoko, nga kuia, i u nga tahi ki te hiki te mana o Taranaki Whanui ki roto i te Upoko o Te Ika. Na o koutou kaha ka rewa ai te pouritanga i pehi mai i a tatou mai ra ano.

We acknowledge affectionately our many uncles and aunties who stood united to lodge the claim for the Port Nicholson Block on behalf of the descendants. It was through their strength and commitment to the long struggle that we have been lifted out from under the heavy cloak of gloom that oppressed us for so long.

Ma muri nei koutou e korero ai.

We talk about you still

Ma muri nei koutou e whakaaro ai.

We think about you still

No reira moe mai ra koutou i te moenga roa.

Rest in peace

Ka huri te mihi ki te tini me te mano o nga iwi e noho taura-here mai i Taranaki Titohea, ki te Upoko o te Ika, puta noa ki te ao. No naianeī kua kitea te huarahi whakamua mo te mana whenua nei, ma Taranaki Whanui ki Te Upoko o te Ika.

Our thoughts now turn to the lineage lines, linked through sorrow and ties to our ancestral mountain, Taranaki and beyond. We now see the pathway forward. We can raise our heads and like our forebears, uphold the mana of Taranaki Whānui ki Te Upoko o Te Ika, proudly moving forward as one.

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA)
DEED OF SETTLEMENT**

BACKGROUND

**TARANAKI WHĀNUI KI TE UPOKO O TE IKA
STATEMENTS OF OCCUPATION**

The following text has been provided by Taranaki Whānui ki Te Upoko o Te Ika and describes their view of their association with the Port Nicholson Block prior to 1839.

**TARANAKI WHĀNUI KI TE UPOKO O TE IKA IN THE PORT NICHOLSON BLOCK
BEFORE 1839**

TAKIWĀ

The takiwa for Taranaki Whānui ki te Upoko o te Ika was recounted to the New Zealand Company by the Rangatira Te Wharepouri in 1839 and followed the Māori tradition of marking a takiwa by tracing from headland to headland. The eastern boundary was established by the kainga at Mukamuka on the stream of the same name. The takiwa included the catchments of the Orongorongo, Wainuiomata, Te Awakairangi (Hutt) Rivers and Makara Stream along with Te Whanganui a Tara and the three islands in the harbour. The western boundary was established at Pipinui Point and included the pa of Ngutu Kaka on the North Western side.

TAKE RAUPATU AND AHI KAA ROA

The rights of Taranaki Whānui in Te Upoko o te Ika are based in tikanga Maori on take raupatu and ahi kaa roa as a result of the conquest of taua of the early 19th century followed by subsequent heke or migrations. The first of the main heke took place in 1822 from Taranaki to Te Upoko o Te Ika and was known as 'Tataramoa'.

The next heke of Taranaki people was called 'Nihoputa' and included a large group of Ngāti Tama, Ngāti Mutunga, and Te Atiawa.

The final heke from the Nga Motu (New Plymouth) were called Tama te Uaua and Paukena.

After the arrival of the Tama te Uaua and Paukena heke the influence of Rangatira grew. They assumed mana whenua in the Port Nicholson Block and built their papakainga, urupā and established cultivations and fishing areas.

After the arrival of the Tama te Uaua heke the mana whenua of the Taranaki tribes in Te Whanganui a Tara was firmly established.

The next major event in these turbulent times was the permanent departure of Ngāti Mutunga and Ngāti Tama to the Chatham Islands on the *Rodney* and the panui of land to their Te Atiawa kin.

The final event on tangata whenua relations was the agreement between Ngāti Kahungunu and Te Atiawa/Taranaki whānui to respect each other's rohe with a common boundary at the top of the Rimutaka Range.

OCCUPATION, RIGHTS AND USE OF THE HARBOUR AND RESOURCES

Te Whanganui a Tara (Wellington Harbour) and its foreshore were very important to Taranaki whānui with the key pā and kainga being situated close to the shores. Waka

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA)
DEED OF SETTLEMENT**

BACKGROUND

were the means of communication around the Harbour and up Te Awakairangi (Hutt River).

The islands of Matiu, Mokopuna and Makaro were strategic in the harbour for defence and communication. Their placement in the harbour provided vantage points of all pa sites and pathways in and out of Wellington. The residents on Matiu used the emerging fresh water outflow from the Hutt aquifer well before colonisation and that remains the case today. The people on the island were highly dependent on the resource of the Harbour.

The Harbour also provided important fisheries resources for tangata whenua. The name Pipitea celebrated that resource close to the pa. Shellfish abounded and a variety of fin fish fed on the abundant food stock of the Harbour.

The opening to the ocean provided for a variety of migratory fish in the Harbour including the great whales. The hundreds of waka seen around the Harbour when the New Zealand Company ships arrived were testament to the use of the Harbour.

The importance of the Harbour to Taranaki Whānui ki Te Upoko o Te Ika increased as trade was entered into early in the 19th century.

OCCUPATION, RIGHTS AND USE OF THE LAND AND RESOURCES

The traditional Māori occupation and use of this region was extensive. Archaeological evidence of this is still being discovered. Occupation patterns changed over time with the earliest people choosing strategic locations for fortified pā not too distant from the key food resources of both the ocean and the forests with fish and birds a key source of protein supplemented by marine mammals such as seals and whales.

Those who were in occupation of the Port Nicholson Block when the Treaty of Waitangi was signed and whose rights had been confirmed in tikanga Māori through raupatu or conquest and ahi kaa roa were Te Atiawa, Taranaki, Ngāti Ruanui and Ngāti Tama.

Based on the foregoing and by virtue of our association with the Port Nicholson Block since well before 1840, Taranaki Whānui ki Te Upoko o Te Ika assert mana whenua over the Port Nicholson Block.

1 INTRODUCTION

TARANAKI WHĀNUI KI TE UPOKO O TE IKA

- 1.1 The composition of Taranaki Whānui ki Te Upoko o Te Ika is set out in clauses 8.1 and 8.2.

HISTORICAL CLAIMS

- 1.2 The historical claims of Taranaki Whānui ki Te Upoko o Te Ika that are settled in accordance with this deed are set out in clauses 8.3 to 8.6.

SETTLEMENT NEGOTIATIONS

- 1.3 Taranaki Whānui ki Te Upoko o Te Ika gave PNBCT a deed of mandate to negotiate a deed of settlement with the Crown. This deed of mandate was submitted to the Crown on 17 September 2003.
- 1.4 The Crown recognised PNBCT's mandate on 27 January 2004.
- 1.5 PNBCT undertook a process of re-confirming its mandate with Taranaki Whānui ki Te Upoko o Te Ika between 24 June 2006 and 24 July 2006.
- 1.6 The Crown recognised the re-confirmation of PNBCT's mandate on 15 September 2006.
- 1.7 PNBCT and the Crown have:
- 1.7.1 entered into terms of negotiation dated 27 July 2004 (the "**terms of negotiation**"), specifying the scope, objectives, and general procedures for the negotiations; and
 - 1.7.2 signed an agreement in principle dated 13 December 2007 (the "**agreement in principle**"), recording that Taranaki Whānui ki Te Upoko o Te Ika and the Crown were, in principle, willing to enter into a deed of settlement on the basis set out in the agreement; and
 - 1.7.3 negotiated this deed of settlement comprising:
 - (a) this deed; and
 - (b) its schedules (being a provisions schedule, a documents schedule (including a draft bill), an RFR land schedule, and a leaseback schedule).

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA)
DEED OF SETTLEMENT**

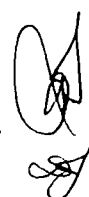
1: INTRODUCTION

RATIFICATION OF, AND MANDATE TO SIGN, THIS DEED

- 1.8 Taranaki Whānui ki Te Upoko o Te Ika have conducted, since the initialling of this deed and before its signing, a ratification process for this deed consisting of:
- 1.8.1 providing a communication programme explaining this deed; and
 - 1.8.2 conducting hui in New Zealand and Australia; and
 - 1.8.3 explaining the governance entity's structure.
- 1.9 Taranaki Whānui ki Te Upoko o Te Ika have:
- 1.9.1 ratified this deed of settlement, and granted the mandated signatories identified in paragraph 1.1 of the provisions schedule a mandate to sign this deed on their behalf, by virtue of a majority of 98.6% of the valid votes cast by eligible members of Taranaki Whānui ki Te Upoko o Te Ika in the ballot conducted for this purpose; and
 - 1.9.2 approved the governance entity to receive the cultural, and the financial and commercial, redress by virtue of a majority of 96.2% of the valid votes cast by eligible members of Taranaki Whānui ki Te Upoko o Te Ika in the ballot conducted for this purpose.
- 1.10 The Crown is satisfied:
- 1.10.1 with the ratification and mandate; and
 - 1.10.2 that the governance entity is appropriate to receive the redress.

ENTRY INTO THIS DEED

- 1.11 Taranaki Whānui ki Te Upoko o Te Ika and the Crown wish, therefore, in a spirit of co-operation and compromise, to enter, in good faith, into this deed settling the historical claims (as defined in clauses 8.3 to 8.6).
- 1.12 The governance entity:
- 1.12.1 confirms the agreements and acknowledgements made by Taranaki Whānui ki Te Upoko o Te Ika under this deed; and
 - 1.12.2 agrees to comply with its obligations under this deed.
- 1.13 The parties, therefore, agree as provided in this deed.

7 

2 HISTORICAL ACCOUNT

- 2.1. The acknowledgements and apology from the Crown to Taranaki Whānui ki Te Upoko o Te Ika are based on the following historical account.

INTRODUCTION

- 2.2. Taranaki Whānui ki Te Upoko o Te Ika consists of Te Atiawa, Taranaki, Ngāti Ruanui and Ngāti Tama. By 1839 these groups resided in Wellington harbour and its environs and had established take raupatu and ahi kaa roa. They had contact with whalers and traders before the arrival of representatives of the New Zealand Company in September 1839. The Company sought to purchase land around Wellington harbour and its environs from Taranaki Whānui ki Te Upoko o Te Ika.

THE PORT NICHOLSON DEED 1839

- 2.3. The New Zealand Company was a private land-settlement company formed in London in May 1839. It planned to establish a settlement at what it called Port Nicholson. In May 1839 the British Government announced its intention to acquire sovereignty over New Zealand. The Company dispatched representatives to New Zealand fewer than 10 days after it was formed, in order to purchase the land it required before the British Government established its sole right to purchase land (pre-emption).
- 2.4. The Company sold 990 lots of 101 acres in the Port Nicholson area to prospective settlers before its representatives had even arrived in New Zealand to purchase land. In July 1839, the Company held a lottery in London to allocate the Port Nicholson lands (nearly 100,000 acres) to settlers.
- 2.5. The New Zealand Company negotiated several deeds with Māori in 1839 that purported to convey enormous areas of land in both the North and South Islands. The Company's representatives arrived in Wellington in September 1839. They negotiated the "Port Nicholson Deed", signed on 27 September 1839, with Taranaki Whānui ki Te Upoko o Te Ika in an attempt to purchase a large district at Port Nicholson and its environs (the Port Nicholson Block). The boundaries of the land to be included in the deed were pointed out by the Rangatira Te Wharepouri from the deck of the New Zealand Company ship the *Tory*.
- 2.6. The Port Nicholson Deed was drafted only in English. It did not include a map or sketch plan of the boundaries and its description of the boundaries was very general. An interpreter explained the deed orally in Maori. His interpretation did not convey the meaning or consequences of the deed to Taranaki Whānui ki Te Upoko o Te Ika.
- 2.7. The Port Nicholson Deed provided that "a portion of the land ceded by them equal to one tenth part of the whole, will be reserved by the said Governors, Directors, and Shareholders of the New Zealand Land Company of London their Heirs, Administrators and Assigns and held in trust by them for the future benefit of the said Chiefs, their families and heirs for ever".

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA)
DEED OF SETTLEMENT**

2: HISTORICAL ACCOUNT

- 2.8 The Company intended for Taranaki Whānui ki Te Upoko o Te Ika to leave their pā and cultivations and live on that part of the Wellington tenths set aside as occupation reserves. The remaining tenths reserves would provide an endowment fund for Taranaki Whānui ki Te Upoko o Te Ika.
- 2.9 The Company believed that these reserves would rise in value and be the real consideration Taranaki Whānui ki Te Upoko o Te Ika would receive for selling their land. The Company had set aside 110 urban one-acre lots and 110 lots of 100 acres (total 11,110 acres) for the Wellington tenths reserves in its lottery in London in July 1839.

TE TIRITI O WAITANGI / THE TREATY OF WAITANGI

- 2.10 On 29 April 1840 the Treaty of Waitangi was signed at Port Nicholson on board the *Ariel* in the harbour.
- 2.11 By this time the British Government had proclaimed that it would only recognise land titles derived from the Crown and would establish a Land Claims Commission to investigate the validity of purchases already entered into between settlers and Māori.

TANGATA WHENUA MANAAKI PAKEHA

- 2.12 In January 1840 the first British settlers arrived in Port Nicholson. By June 1840 some 1,500 settlers had arrived on Company ships. The settlers were dependant upon Taranaki Whānui ki Te Upoko o Te Ika trade and goodwill during the early years of the Wellington settlement.

TOWN BELT AND RESERVES

- 2.13 The New Zealand Company's initial settlement plan provided for a public reserve of 1,562 acres around the town that would separate it from the Company's rural district. In October 1841, the Governor proclaimed that the town belt and the other reserves provided for in the Company's plans were to become Crown lands. Taranaki Whānui ki Te Upoko o Te Ika regarded this as one of their food gathering and mahinga kai areas. The reserves included a number of promontories around the harbour (Jerningham, Halswell and Waddell Points as well as Pencarrow and Baring Heads). This was done without consultation with or compensation to Taranaki Whānui ki Te Upoko o Te Ika.
- 2.14 Parts of these public reserves were re-allocated by way of grants in the town belt for Wellington Hospital and other public purposes, including the land that became the site of the Governor-General's residence and grounds after 1911. In March 1873, 1,061 acres in the town belt were granted to the Wellington City in trust forever as a public recreation ground.

MATIU, MAKARO AND MOKOPUNA ISLANDS

- 2.15 Matiu (Somes) Island and Makaro (Ward) Island were included in the Port Nicholson Deed. In 1841, however, the Governor proclaimed these islands to be Crown reserves. The Māori owners were not consulted. The Crown assumed ownership before making any inquiry into the validity of the New Zealand Company's Port Nicholson Deed. The islands have remained in Crown ownership.

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA)
DEED OF SETTLEMENT**

2: HISTORICAL ACCOUNT

TENSION BETWEEN SETTLERS AND TARANAKI WHĀNUI KI TE UPOKO O TE IKA

- 2.16 Settlers believed the land had been purchased and that this entitled them to possession. The sections allocated to the settlers by the London lottery in 1839 included Taranaki Whānui ki Te Upoko o Te Ika pā, cultivation and urupā sites. When settlers began to arrive in Wellington, the allocation of land was the source of considerable tension. Taranaki Whānui ki Te Upoko o Te Ika did not believe that they had alienated their pā, cultivations and urupā sites.

THE SPAIN INQUIRY

- 2.17 The Crown appointed William Spain as Land Claims Commissioner to investigate the validity of the New Zealand Company's claim to Wellington. Spain arrived in New Zealand in December 1841 and commenced hearings in May 1842.
- 2.18 Spain was instructed by the Crown to ensure that a Protector of Aborigines was present at his hearings to represent and protect Taranaki Whānui ki Te Upoko o Te Ika interests.
- 2.19 The evidence presented to Spain's inquiry very quickly revealed serious flaws in the Company's transaction. The Crown, however, established a process by which the Company could legitimise its purchases. In January 1843, the Crown therefore instructed Spain to arbitrate negotiations between the Company and a Crown-appointed representative for Taranaki Whānui ki Te Upoko o Te Ika.
- 2.20 Taranaki Whānui ki Te Upoko o Te Ika were not consulted about the arrangements for this arbitration. The Crown appointed George Clarke junior, the 19-year old local sub-Protector of Aborigines, as the Maori representative. Clarke and Spain were both instructed to help the New Zealand Company complete its transaction. Spain's instructions were to "afford the New Zealand Company every facility in carrying out the arrangements already made by the Company". However, negotiations broke down by April 1843 and did not resume until the following year.
- 2.21 On 12 September 1843 Spain issued a preliminary report concluding that the greater portion of the land claimed by the Company had not been alienated, that other portions had only been partly alienated and that Taranaki Whānui ki Te Upoko o Te Ika had not consented to the alienation of their pā, cultivations and urupā. Spain also concluded that the explanation by the interpreters of the system of reserves was "perfectly unintelligible" to those Rangatira who had signed the Deed.

THE DEEDS OF RELEASE

- 2.22 Negotiations between the Crown and the Company over the Company's purchase resumed in January 1844. The Company and the Crown-appointed Protector agreed the amount of compensation Taranaki Whānui ki Te Upoko o Te Ika should be paid in February 1844, without consulting Taranaki Whānui ki Te Upoko o Te Ika. The agreement provided for the Company to pay £1,500 to Taranaki Whānui ki Te Upoko o Te Ika with interests in the Port Nicholson district.
- 2.23 Spain and Governor Fitzroy influenced Taranaki Whānui ki Te Upoko o Te Ika to sign several Deeds of Release between late February and end March 1844, so that the

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA)
DEED OF SETTLEMENT**

2: HISTORICAL ACCOUNT

Company could complete its purchase. The Deeds set out the payment to be made by the Company to Taranaki Whānui ki Te Upoko o Te Ika and stated that this was full payment for their lands. The boundaries of the land transacted by the Deeds of Release had not, however, been surveyed. The schedules attached to the Deeds set out which lands would be covered by them, totalling 71,900 acres. They did not list all of the land that was covered by the 1839 Port Nicholson Deed. Moreover, the Deeds of Release were not fully explained to Taranaki Whānui ki Te Upoko o Te Ika.

- 2.24 The Crown subsequently treated all of the land in the district covered by the 1839 Port Nicholson Deed as if Taranaki Whānui ki Te Upoko o Te Ika title to it had been extinguished by the Deeds of Release.
- 2.25 In 1844 Spain directed the survey of what he understood as the boundaries of the block described in the 1839 deed. This survey extended the boundary to the south-west coast and encompassed an area of 209,247 acres.
- 2.26 Spain issued a final report in 1845 recommending that the Crown grant the Company 71,900 acres. It also recommended that reserves, totalling 4,010 acres, including pā, cultivations and urupā, and 39 rural and 110 urban tenths sections, be set aside for Taranaki Whānui ki Te Upoko o Te Ika from this area.
- 2.27 In February 1846 the New Zealand Company refused Governor Fitzroy's offer of a Crown grant on the terms recommended by Spain because it provided for Taranaki Whānui ki Te Upoko o Te Ika to retain their pā, cultivations and urupā on sections that the Company had already sold to settlers.

THE MCCLEVERTY EXCHANGES

- 2.28 In September 1846 the Crown instructed Colonel McCleverty to secure for settlers the cultivations that Spain had recommended be reserved for Māori, but which the Company had allocated to settlers. McCleverty began a concerted campaign to secure these cultivations. This led to the removal of Taranaki Whānui ki Te Upoko o Te Ika from many of their traditional lands.
- 2.29 This campaign culminated in 1847 when the Crown influenced Taranaki Whānui ki Te Upoko o Te Ika to sign deeds of exchange for their land. Much of the land allocated to them was isolated and unsuitable for papakainga and cultivations.
- 2.30 Most of the land the Crown provided to Taranaki Whānui ki Te Upoko o Te Ika in exchange came from the additional 137,347 acres that the Crown considered it owned. These lands were in the wider block described in the 1839 deed, but outside the 71,900 awarded to the Company.

THE 1848 CROWN GRANT

- 2.31 In January 1848, a Crown grant was provided to the New Zealand Company relating to the 209,247 acres in the Port Nicholson Block. This grant excluded areas reserved for Taranaki Whānui ki Te Upoko o Te Ika and the public reserve lands. Some 187,626 acres were therefore awarded to the Company from this grant. All the land still retained by the Company passed to the Crown when the Company collapsed in 1850.

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA)
DEED OF SETTLEMENT**

2: HISTORICAL ACCOUNT

CHANGES FOR TARANAKI WHĀNUI KI TE UPOKO O TE IKA IN THIS PERIOD

- 2.32 The process of colonisation impacted quickly and severely on Taranaki Whānui ki Te Upoko o Te Ika as the new town of Wellington developed. Some settlers were antagonistic to Taranaki Whānui ki Te Upoko o Te Ika residing in the town, which led to altercations at Te Aro, Pipitea, Kumutoto and Kaiwharawhara. Taranaki Whānui ki Te Upoko o Te Ika, nonetheless tried to maintain their culture, traditions, resources and way of life according to tikanga within the growing settlement.
- 2.33 As a result of the McCleverty exchanges, many Taranaki Whānui ki Te Upoko o Te Ika were pressured to move from their traditional lands. Much of their new land proved inadequate to sustain their way of life.

WELLINGTON TENTHS RESERVE LAND

- 2.34 The Port Nicholson Deed had provided that one tenth of the total area of the Port Nicholson block would be held in trust for the future benefit of "the Chiefs, their families and heirs for ever". Land allocations, referred to as 'tenths reserves' were supposedly an endowment based on the original Port Nicholson Deed to provide for Taranaki Whānui ki Te Upoko o Te Ika.
- 2.35 The Crown did not pass legislation providing for the formal administration of Māori reserves until 1856. It took a further two years for the Wellington tenths reserves to be brought under this legislation. After 1858, the tenths reserves were administered by various Crown-appointed trustees until 1985. Taranaki Whānui ki Te Upoko o Te Ika had no administrative role before 1985.
- 2.36 Prior to 1869 only a small amount of money was received from leasing the tenths reserves. Most of that income was taken up with administrative costs of the Crown-appointed trustees.

LOSS OF LOWRY BAY DISTRICT RESERVES, SECTIONS 1 AND 4, WAINUIOMATA

- 2.37 The rural tenths reserves included approximately 220 acres of land in the Lowry Bay District of Wainuiomata which were wholly unfit for use, being swampy or covered in water. The New Zealand Company allocated Lowry Bay District sections 1 and 4 to Taranaki Whānui ki Te Upoko o Te Ika as New Zealand Company rural tenths in 1839.
- 2.38 In 1864 Governor Grey directed that Lowry Bay District Sections 1 and 4 be sold to European settlers. In 1866-67, Governor Grey used the proceeds from the sale of the Lowry Bay District sections in the Port Nicholson Block to purchase land in Palmerston North for Taranaki Whānui ki Te Upoko o Te Ika. This dislocation from their traditional rohe was contrary to Taranaki Whānui ki Te Upoko o Te Ika tikanga and detrimental to their mana and way of life.

ENDOWMENT TAKINGS

- 2.39 By 1853 the Crown had appropriated 23 acres of valuable urban tenths reserves in Wellington town for health, education, religious and military/defence purposes. Compensation to Taranaki Whānui ki Te Upoko o Te Ika was not paid until 1877, 24

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA)
DEED OF SETTLEMENT**

2: HISTORICAL ACCOUNT

years later. The compensation was viewed as inadequate by Taranaki Whānui ki Te Upoko o Te Ika because land values had increased dramatically since 1853.

- 2.40 Over time the Public Trustee alienated much of the Tenth's estate. By 1882, only 36 of the 110 urban tenths reserves and less than 1,000 acres of rural reserves, from an original allocation of 11,000 acres, remained.

DETERMINATION OF BENEFICIAL OWNERS

- 2.41 Taranaki Whānui ki Te Upoko o Te Ika were severely disadvantaged by a substantial delay in determining the beneficiaries of the urban tenths. It was not until 1888 that a determination of the beneficial owners based upon hapū in occupation in 1839 was made.

PERPETUAL LEASES

- 2.42 The Public Trustee was responsible for the tenths' administration from 1882 until 1921. The Public Trustee decided that the best way to generate income from the land reserved for Taranaki Whānui ki Te Upoko o Te Ika was to offer perpetually renewable leases. The Crown subsequently empowered the Public Trustee to enter into perpetually renewable leases in respect of the Wellington tenths reserves and the Taranaki Whānui ki Te Upoko o Te Ika reserved lands in Palmerston North. Taranaki Whānui ki Te Upoko o Te Ika were not consulted nor their agreement sought before these legislative measures were introduced.
- 2.43 The leases provided for the rent to be reviewed at 21-year intervals fixed at 4% of the unimproved value of the land. Over time the effects of inflation reduced rental returns and disadvantaged Taranaki Whānui ki Te Upoko o Te Ika owners.
- 2.44 In order to simplify the Māori Trustee's administration of reserved lands, the Trustee was empowered in 1955 to acquire compulsorily what were described as uneconomic interests. This meant that owners with very small interests in the land were deprived of them without their consent thereby being deprived of their traditional and cultural link to the land. By the time this power was repealed in 1967, the Māori Trustee was the largest shareholder in the Wellington Tenths. In 1987 the Crown returned all of the uneconomic shares acquired by the Māori Trustee to the beneficial owners, following protests by their representatives.
- 2.45 In 1975 the Sheehan Commission Report into Māori reserves criticised the "restrictions and essential inequities" of perpetual leasing. The Commission thought a shift away from perpetual leasing was desirable, but it did not recommend new legislation to accomplish this immediately. The perpetual leases remained in place when the Wellington Tenths Trust took over the administration of the tenths reserves in 1985. The continuation of this system severely limited the amount of income that the owners received from the remaining Tenths reserves. An incomplete register of beneficial owners also meant that any income received could not be distributed to all those who were entitled to it.

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA)
DEED OF SETTLEMENT**

2: HISTORICAL ACCOUNT

DEVELOPMENT AROUND PORT NICHOLSON HARBOUR AND WATERWAYS

- 2.46 Port Nicholson Harbour, its foreshore and its waterways, has great cultural and spiritual significance for Taranaki Whānui ki Te Upoko o Te Ika. It was also an important food and trade resource for Taranaki Whānui ki Te Upoko o Te Ika.

RECLAMATIONS

- 2.47 From the early 1850s, the Crown has authorised a considerable number of reclamations around Wellington Harbour to provide land for purposes such as Government buildings and railway and harbour facilities. In the twentieth century, reclamation projects spread around the coast to Petone and Evans Bay. By the 1980s approximately 356 hectares had been reclaimed within Wellington Harbour.
- 2.48 Reclamation work adversely affected Taranaki Whānui ki Te Upoko o Te Ika with the loss of kai moana sites and tauranga waka sites. Their ability to trade on the harbour was also affected.

POLLUTION AND SEWAGE

- 2.49 The harbour was adversely impacted by the increasing number of settlers and urban development in the area. Sewage began affecting Lambton Harbour in the early 1860s. Industrial development at Kaiwharawhara, Ngauranga, Korokoro and Petone began polluting the harbour after 1880. The Hutt River and its estuary became heavily polluted with the development in the Hutt Valley after 1930.

PUBLIC WORKS TAKINGS

- 2.50 The Crown took a significant amount of land owned by Taranaki Whānui ki Te Upoko o Te Ika under public works legislation in the nineteenth and twentieth centuries.
- 2.51 In 1922 the Crown gave the Hutt River Board statutory authority to implement a river protection and reclamation scheme to improve the channel of the Hutt River including the estuary near the Waiwhetu pā reserve.
- 2.52 In May 1928 the Hutt River Board published its intention to take land situated at Waiwhetu pā. In August 1928 the taking of seven acres of pā land was proclaimed. The Taranaki Whānui ki Te Upoko o Te Ika owners rejected the Hutt River Board's initial offer of compensation. They were later paid compensation assessed by the Native Land Court.
- 2.53 Reclamation work did not commence until 1936. The land was not, however, used for the river protection purposes for which it was taken. The Hutt River Board sold the Waiwhetu pā land, apart from the urupā site, to the Crown in 1952. The land was not offered back to Taranaki Whānui ki Te Upoko o Te Ika.
- 2.54 In 1942, the Crown compulsorily acquired land for housing purposes throughout the Hutt Valley, particularly at Waiwhetu and Taita, under the Public Works Act 1928.

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA)
DEED OF SETTLEMENT**

2: HISTORICAL ACCOUNT

CONCLUSION

- 2.55 From the 1840s, as the result of the actions of the Crown and its agents, Taranaki Whānui ki Te Upoko o Te Ika have been deprived of almost all of their lands in the Port Nicholson Block. They have also suffered the loss of their connection to Wellington Harbour and their forests, waters and natural resources in the Port Nicholson block. The deprivation caused by these losses cannot be measured. These losses have inflicted profound pain and suffering.

3 ACKNOWLEDGEMENTS, APOLOGY, AND STATEMENT OF FORGIVENESS

ACKNOWLEDGEMENTS

3.1 The Crown acknowledges that:

- 3.1.1 it failed to protect consistently the interests of Taranaki Whānui ki Te Upoko o Te Ika during the process by which the Crown and its agents acquired the interests of Taranaki Whānui ki Te Upoko o Te Ika in the Port Nicholson Block, and that this was a breach of the Treaty of Waitangi and its principles; and
- 3.1.2 Taranaki Whānui ki Te Upoko o Te Ika have suffered prejudice in relation to the compulsory acquisition and endowment of their lands for public purposes, thus depriving Taranaki Whānui ki Te Upoko o Te Ika of their resources and rights to develop economic, social and cultural opportunities in respect of those lands, and that this was a breach of the Treaty of Waitangi and its principles; and
- 3.1.3 Taranaki Whānui ki Te Upoko o Te Ika suffered prejudice as a result of certain actions and omissions in relation to the delay in implementing legislation and administration of reserves in which they held a beneficial interest, and that this was a breach of the Treaty of Waitangi and its principles; and
- 3.1.4 Taranaki Whānui ki Te Upoko o Te Ika historically have suffered a loss of connection with Wellington Harbour and their lands, forests, waters and natural resources within the Port Nicholson Block area, including the ability to access waahi tapu and harbour resources, and this has adversely affected the ability of Taranaki Whānui ki Te Upoko o Te Ika to assert and exercise kaitiakitanga, manaakitanga, whanaungatanga and other customary rights and responsibilities; and
- 3.1.5 the cumulative effect of the Crown's breaches of the Treaty of Waitangi and its principles significantly undermined the tino rangatiratanga of Taranaki Whānui ki Te Upoko o Te Ika, their economic and social development capacity and their physical, cultural and spiritual well being and the suffering and hardship caused to Taranaki Whānui ki Te Upoko o Te Ika over the generations has continued to the present day.

APOLOGY

3.2 The Crown makes the following apology to Taranaki Whānui ki Te Upoko o Te Ika and to their ancestors and descendants.

The Crown is deeply sorry that it has not always lived up to its Treaty of Waitangi obligations and that it has breached the Treaty of Waitangi, and its principles, in its dealings with Taranaki Whānui ki Te Upoko o Te Ika.

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA)
DEED OF SETTLEMENT**

3: ACKNOWLEDGEMENTS, APOLOGY, AND STATEMENT OF FORGIVENESS

The Crown recognises the tireless efforts and struggles of the ancestors of Taranaki Whānui ki Te Upoko o Te Ika in pursuit of their longstanding claims for justice and redress from the Crown.

On 29 April 1840, Rangatira of Taranaki Whānui ki Te Upoko o Te Ika signed the Treaty of Waitangi in good faith and the spirit of establishing a peaceful and mutually beneficial relationship. Wellington has been the capital city of New Zealand since 1865. The location of government has added a special dimension to our relationship. The Crown has not always appropriately acknowledged your mana and rangatiratanga, but it has benefited from your exercise of kaitiakitanga, manaakitanga and whanaungatanga in the Wellington area.

The Crown has failed to protect your interests in a number of ways over the generations. These include the Crown's dealings over, and eventual acquisition of, the Port Nicholson Block, the long delays in ensuring there was appropriate administration of the lands reserved for you in the Port Nicholson Block, and the Crown's compulsory acquisition and endowment of your lands for public purposes.

The Crown profoundly regrets that over the generations to the present day its breaches of the Treaty of Waitangi have significantly impacted on your social and traditional structures, your autonomy, your ability to exercise your customary rights and responsibilities, your capacity for economic and social development and your physical, cultural and spiritual well being.

The Crown unreservedly apologises to your ancestors, to their descendants, and to the people of Taranaki Whānui ki Te Upoko o Te Ika today for its actions which have hurt and caused prejudice to you.

Through this settlement the Crown is seeking to atone for its past wrongs towards you, restore its honour which has been tarnished by its actions, and to begin the process of healing. It is the Crown's hope that this apology will mark a pivotal point in the rebuilding and enhancement of our relationship with you. We look forward to building a relationship of mutual trust and co-operation that can flourish in the future.

Waiho i te toipoto, kua i te toiroa. Let us keep close together, not wide apart.

STATEMENT OF FORGIVENESS

3.3 Korōria ki te Atua i runga rawa
He maungārongo ki runga i te whenua
He whakaaro pai ki ngā tāngata katoa.

Glory to God on high
Good tidings upon the land
Good thoughts to all mankind

I tēnei rā nui, e tū ngātahi ana a Taranaki Whānui ki Te Upoko o Te Ika, me ō mātou tūpuna, i runga i tō rātou ū kia tohea te tika, kia tohea te pono e tatū ai ngā nawe i tōkia ai ki tēnei iwi.

Taranaki Whānui ki Te Upoko o Te Ika stand together on this historic occasion united with our tupuna in their tireless efforts and struggles in pursuit of recognition and settlement of the injustices perpetrated upon our people.



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA)
DEED OF SETTLEMENT**

3: ACKNOWLEDGEMENTS, APOLOGY, AND STATEMENT OF FORGIVENESS

Ka mahara atu ki te wāhanga taimaha i wahaina e te kāhui kāhika kua whiti ki tua, otirā, ka oha noa ki tō rātou toa pūmou i roto i ia reanga o mua, ki te wero, ki te āki i ngā rāwekeweke a te Karauna.

Recognising the immeasurable contribution of all those who have gone before us, we pay tribute to their enduring spirit through the decades when challenging and contesting the actions of the Crown.

Ko te riro, ko te mate ki te whenua, ki te taonga, ki te oranga, koia tō mātou utanga, āpiti atu ko te kaha pēhi i te mana, i te tino rangatiratanga o tēnei iwi.

We have suffered loss and deprivation of our lands, possessions and opportunities, together with transgressions upon our mana and tino rangatiratanga.

E hoki nei ngā mahara ki te whakapapa e tohu ana i ngā hua mai i te ao o mua, arā, ko mātou tērā ko ōna uri. He waihotanga ake ēnei i ngā huki o nehe, i tuku i tō rātou katoa kia tika tērā i hē ai i ōna wā.

Whakapapa reminds us that what happened in the past is an integral part of who we are today. We honour previous generations who worked hard to right the wrongs that were done.

Na, nō te kitenga a te Karauna i ōna hē, nō te whāki mai i tōna pōuri ki ngā tikanga i poka i a ia i ōna wā, ka ihi, ka manawanui a Taranaki Whānui ki Te Upoko o te Ika ki te tika, ki te maungārongo, ki te ora ka tatū mai rā ki ngā uri e whai muri ake nei

The Crown's unreserved apology and its sorrow that it has not always lived up to its obligations, give Taranaki Whānui ki Te Upoko o Te Ika confidence that justice and balance can be restored in order to build a better future for this and generations to come.

E kite nei mātou i te kaha hiahia o te Karauna kia ea ai tērā i hē i a ia, kia tika ai tōna tū, otirā kia ara ake i tēnei mate nui. Ka pono mātou ki te kupu a te Karauna, kia tutuki marire tēnei hiahia nui ōna, ā, ko tō mātou, kia rite tētehi huarahi kia mahi tahi, kia aronui ki te tika i ngā tau kei te heke mai.

We acknowledge that the Crown seeks to atone for its past wrongs and to restore its honour and begin the process of healing. We accept the Crown's commitment to act in good faith and we look to building a relationship of mutual trust and cooperation in the future.

Kua roa rawa tēnei nawe, tēnei utanga nui e pēhi ana i a tātou, ā, koiane ki te wā he whakatika i tērā i kitea e noho hē ana.

For too long our history has been a troublesome burden. It is now time to set the record straight.

Ka tohungia, ka tuku i te Karauna i ērā o ana tūkinohanga i ngā kawae, i ngā māātātika o Te Tiriti o Waitangi.

We acknowledge and forgive the Crown for its breaches of the Treaty of Waitangi and its principles.

Ka tohungia, ka tuku i te Karauna i ngā tikanga o te hoko, o te whakahaere i ō mātou whenua i hōkaria e ia, i mahue rānei ki tahaki.

We acknowledge and forgive the Crown for its failure to protect our interests in the acquisition and administration of our lands.

Ka tohungia, ka tuku i te Karauna i āna

We acknowledge and forgive the

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA)
DEED OF SETTLEMENT**

3: ACKNOWLEDGEMENTS, APOLOGY, AND STATEMENT OF FORGIVENESS

mahi i tupu ai tēnei nawe, i āraia ai ngā ara tika ki a Taranaki Whānui ki Te Ūpoko o te Ika.

Crown for its actions which caused hurt and prejudice for Taranaki Whānui ki Te Upoko o Te Ika.

Ka tohungia, ka whakaae atu ki te pōuri nui o te Karauna ki te pānga kino o āna whakahaere ki tō mātou oranga ā-iwi, ā-umanga, ā-tikanga, ā-wairua anō hoki.

We acknowledge and accept the Crown's profound regret for the significant impact on our social, economic, cultural and spiritual well being.

Nō nehe rā anō ngā kawea a te kaitiaki, o te manaakitanga me te whanaungatanga e kawea ana e Taranaki Whānui ki Te Ūpoko o te Ika ki te taone matua o Aotearoa, ā, kua tohungia atu e mātou tahi ko te Karauna te hanga motuhake o tēnei nohonga tahi. Ka mutu, ko te anganui mātou ko te Karauna ki tētehi nohonga e pono ai tētehi ki tētehi hei oranga pūmou mō te tangata, ahakoa ko wai.

Taranaki Whānui ki Te Upoko o Te Ika have exercised kaitiakitanga, manaakitanga and whanaungatanga over many decades in the Capital City of our nation, and recognise with the Crown, this added special dimension in our relationship. We share the Crown's desire to forge a relationship based on mutual trust for the well-being of all people.

Kua ea

(That is ended)
It has been accomplished

PUBLIC DELIVERY OF APOLOGY

- 3.4 The Prime Minister will publicly deliver the Crown apology in clause 3.2 by reading it at a time and place agreed with the governance entity.



4 SETTLEMENT

HISTORICAL CLAIMS SETTLED

- 4.1 Taranaki Whānui ki Te Upoko o Te Ika agree, and the settlement legislation will provide (on the terms provided in clause 1.8 of the draft bill), that on and from the settlement date:
- 4.1.1 the historical claims (as defined in clauses 8.3 to 8.6) are settled; and
 - 4.1.2 the Crown is released and discharged from all obligations and liabilities in respect of the historical claims; and
 - 4.1.3 the settlement is final.

REDRESS

- 4.2 The following redress is to be provided in settlement of the historical claims:
- 4.2.1 the acknowledgements and apology in clauses 3.1 and 3.2; and
 - 4.2.2 the cultural redress under part 5 and the settlement legislation giving effect to that part; and
 - 4.2.3 the financial and commercial redress under part 6 and the settlement legislation giving effect to that part.

FURTHER SETTLEMENT PROVISIONS

- 4.3 Part 2 of the provisions schedule sets out further provisions concerning the settlement.
- 4.4 The settlement legislation will, on the terms provided in clauses 1.8 – 1.15 of the draft bill:
- 4.4.1 exclude the jurisdiction of the courts, tribunals including the Waitangi Tribunal, and other judicial bodies in relation to the historical claims and the settlement; and
 - 4.4.2 provide that legislation enabling the creation of resumptive memorials does not apply:
 - (a) to the settlement properties; or
 - (b) for the benefit of Taranaki Whānui ki Te Upoko o Te Ika or a representative entity; and

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA)
DEED OF SETTLEMENT**

4: SETTLEMENT

- 4.4.3 require resumptive memorials to be removed from titles to the settlement properties; and
- 4.4.4 that clauses 4.4.2 and 4.4.3 do not apply to deferred selection properties except in the circumstances provided in clause 1.11(3) of the draft bill; and
- 4.4.5 exclude the application of the rule against perpetuities and the Perpetuities Act 1964 to:
- (a) a settlement document; and
 - (b) the governance entity; and
- 4.4.6 require the Secretary of Justice to make copies of this deed publicly available.

ACKNOWLEDGEMENTS IN RELATION TO THE SETTLEMENT

- 4.5 Taranaki Whānui ki Te Upoko o Te Ika and the Crown acknowledge that:
- 4.5.1 it is not possible to compensate Taranaki Whānui ki Te Upoko o Te Ika fully for all loss and prejudice suffered; and
 - 4.5.2 the foregoing of full compensation is intended by Taranaki Whānui ki Te Upoko o Te Ika to contribute to the development of New Zealand; and
 - 4.5.3 the settlement represents the results of intensive negotiations conducted in good faith and in a spirit of co-operation and compromise; and
 - 4.5.4 the settlement is intended to enhance the ongoing relationship between Taranaki Whānui ki Te Upoko o Te Ika and the Crown (in terms of the Treaty of Waitangi, its principles, and otherwise).
- 4.6 The Crown acknowledges that Taranaki Whānui ki Te Upoko o Te Ika has acted honourably and reasonably in relation to the settlement.
- 4.7 Taranaki Whānui ki Te Upoko o Te Ika acknowledge that:
- 4.7.1 the Crown has acted honourably and reasonably in respect of the settlement; and
 - 4.7.2 taking all matters into consideration (some of which are specified in clause 4.5), the settlement is fair in the circumstances.



5 CULTURAL REDRESS

WHOLE OF GOVERNMENT RELATIONSHIP

- 5.1 The Crown acknowledges and supports the desire of the governance entity to provide for the enhanced well-being, revitalisation and protection of its members. The Crown intends to support these aspirations by:
- 5.1.1 facilitating access by Taranaki Whānui ki Te Upoko o Te Ika to government programmes and services that relate to social, economic and cultural development. The Crown will assist the governance entity in working through the necessary administrative procedures so that Taranaki Whānui ki Te Upoko o Te Ika shall have ready access to such programmes and services; and
 - 5.1.2 an appropriate Minister of the Crown will chair an annual hui between relevant Ministers of the Crown and the governance entity. The hui will take place in November, or at another date convenient for all parties, and will be based on a mutually agreed agenda. The purpose of the annual hui will be to review progress with the implementation of the social, economic, and cultural aspirations of Taranaki Whānui ki Te Upoko o Te Ika to identify and progress meaningful opportunities for Taranaki Whānui ki Te Upoko o Te Ika to play a more direct role in the provision of social, economic and cultural outcomes for its members; and
 - 5.1.3 relevant Government agencies working with the governance entity to identify and explore areas of mutual interest. Those agencies will report progress to the annual hui between the Minister of Māori Affairs, relevant Ministers, and Taranaki Whānui Ki Te Upoko o Te Ika representatives.
- 5.2 The process under clause 5.1 will not prevent any other individual or organisation from seeking and entering into direct relationships with government for services or resourcing.

PROTOCOLS

- 5.3 The Crown must, by or on the settlement date, issue to the governance entity the following protocols:
- 5.3.1 the DOC protocol; and
 - 5.3.2 the fisheries protocol; and
 - 5.3.3 the Ministry for Culture and Heritage protocol.
- 5.4 A protocol will be:
- 5.4.1 signed by the responsible Minister; and

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA)
DEED OF SETTLEMENT**

5: CULTURAL REDRESS

5.4.2 issued under, and subject to, the settlement legislation, as provided for in clauses 2.1 to 2.6 of the draft bill.

STATUTORY ACKNOWLEDGEMENT

5.5 The settlement legislation will, on the terms provided for in clauses 2.7 to 2.15 and 2.17 to 2.20 of the draft bill, include an acknowledgement by the Crown of the statements of association made by Taranaki Whānui ki Te Upoko o Te Ika of their particular cultural, spiritual, historical, and traditional association with the following areas (as described in schedule 1 of the draft bill), namely the:

- 5.5.1 Kaiwharawhara Stream;
- 5.5.2 coastal marine area;
- 5.5.3 Hutt River;
- 5.5.4 Waiwhetu Stream;
- 5.5.5 Wellington Harbour;
- 5.5.6 Riverside Drive marginal strip;
- 5.5.7 Seaview marginal strip;
- 5.5.8 Government Buildings Historic Reserve;
- 5.5.9 Turnbull House Historic Reserve;
- 5.5.10 Rimutaka Forest Park;
- 5.5.11 Wainuiomata Scenic Reserve;
- 5.5.12 Turakirae Head Scientific Reserve;
- 5.5.13 Kelburn Local Purposes (Community & Administrative buildings) Reserve.

DEED OF RECOGNITION

5.6 The Crown must, by or on the settlement date, provide the governance entity with two copies of the deed of recognition in relation to the:

- 5.6.1 Rimutaka Forest Park;
- 5.6.2 Wainuiomata Scenic Reserve; and
- 5.6.3 Turakirae Head Scientific Reserve.



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA)
DEED OF SETTLEMENT**

5: CULTURAL REDRESS

- 5.7 The copies of the deed of recognition provided to the governance entity by the Crown will be:
- 5.7.1 signed by the Minister of Conservation; and
 - 5.7.2 issued under, and subject to, the settlement legislation, as provided for in clauses 2.16 to 2.19 of the draft bill.
- 5.8 The governance entity must return one signed copy of the deed of recognition to the Crown within 10 business days after the settlement date.

PROPERTIES

- 5.9 The settlement legislation will provide that the following sites (as described in schedule 2 of the draft bill) are vested in the governance entity on the terms provided for in clauses 2.23 to 2.63A of the draft bill:

Sites that vest in fee simple

- 5.9.1 1 Thorndon Quay;
- 5.9.2 81-87 Thorndon Quay;
- 5.9.3 the Waiwhetu Road site;
- 5.9.4 the former Wainuiomata College site;
- 5.9.5 the former Wainuiomata Intermediate School site;
- 5.9.6 the former Waiwhetu School site;
- 5.9.7 the Pipitea Marae site;

Sites that vest in fee simple to be administered as Māori reservations

- 5.9.8 the dendroglyph site;
- 5.9.9 the urupā site;

Sites that vest in fee simple subject to a conservation covenant

- 5.9.10 the Bed of Lake Kohangatera and the Lake Kohangatera esplanade land (together comprising one site);
- 5.9.11 the Bed of Lake Kohangapiripiri and the Lake Kohangapiripiri esplanade land (together comprising one site);



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA)
DEED OF SETTLEMENT**

5: CULTURAL REDRESS

Site that vests in fee simple to be administered as a scenic reserve

- 5.9.12 Wi Tako Scenic Reserve;

Site that vests in fee simple to be administered as a recreation reserve

- 5.9.13 Point Dorset Recreation Reserve;

Site that vests in fee simple to be administered as a local purpose reserve for cultural and community facilities

- 5.9.14 the Korokoro Gateway site;

Harbour Islands Reserves to vest in fee simple to be administered as scientific or historic reserves

- 5.9.15 Makaro Scientific Reserve;
- 5.9.16 Mokopuna Scientific Reserve;
- 5.9.17 Matiu Scientific Reserve; and
- 5.9.18 Matiu Historic Reserve.

MEMORANDUM OF UNDERSTANDING

- 5.10 The governance entity may enter into memoranda of understanding with the relevant local authorities in respect of:
- 5.10.1 Wi Tako Scenic Reserve;
- 5.10.2 Point Dorset Recreation Reserve;
- 5.10.3 Korokoro Gateway site; and
- 5.10.4 the Bed of Lake Kohangatera and Lake Kohangatera esplanade land, and the Bed of Lake Kohangapiripiri, and Lake Kohangapiripiri esplanade land, and the surrounding area.

MANAGEMENT OF HARBOUR ISLANDS RESERVES

- 5.11 The settlement legislation will provide, on the terms set out in subpart 4 of part 2 of the draft bill, for:
- 5.11.1 the Harbour Islands Kaitiaki Board to be the administering body (under the Reserves Act 1977) of Makaro Scientific Reserve, Mokopuna Scientific

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA)
DEED OF SETTLEMENT**

5: CULTURAL REDRESS

Reserve, Matiu Scientific Reserve, and Matiu Historic Reserve (together the **Harbour Islands Reserve**); and

5.11.2 the Department of Conservation to continue to:

- (a) carry out the day to day management of the Harbour Islands reserves; and
- (b) enforce any bylaws made in relation to those reserves.

5.12 The Department of Conservation will meet the costs of core conservation work in respect of the Harbour Islands reserves.

CHANGE OF PLACE NAMES

5.13 The settlement legislation will, on the terms provided for in clauses 2.64 to 2.68 of the draft bill, alter the existing places names set out below, to the altered place names set out opposite them below:

Existing place name (gazetted, recorded or local)	Altered place name	Location (topographic map and grid references)	Geographic Feature Type
Ngauranga Stream (gazetted)	Waitohi Stream	260-R27, R28 & Pt. Q27 Source: GR 615 964 Confluence: GR 620 938	Stream
Mount Misery (recorded)	Mount Wai-ariki	260-R27, R28 & Pt. Q27 GR 490 888	Mount
Sinclair Head (recorded)	Sinclair Head/Te Rimurapa	260-R27, R28 & Pt. Q27 GR 536 813	Coastal Point
Red Rocks (recorded)	Pariwhero/Red Rocks	260-R27, R28 & Pt. Q27 GR 543 817	Coastal Rocks
Tinakori Hill (recorded)	Te Ahumairangi Hill	260-R27, R28 & Pt. Q27 GR 583918	Hill
Lowry Bay (recorded)	Whiorau/Lowry Bay	260-R27, R28 & Pt. Q27 GR 698 925	Bay (not suburb)
Baring Head (recorded)	Baring Head/Ōrua-pouanui	260-R27, R28 & Pt. Q27 GR 663 759	Coastal Point

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA)
DEED OF SETTLEMENT**

5: CULTURAL REDRESS

Steeple Rock (recorded)	Steeple Rock/Te Aroaro-o-Kupe	260-R27, R28 & Pt. Q27 GR 641 853	Maritime Rock or Islet or Island
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LETTERS OF ENGAGEMENT

5.14 The Minister in Charge of Treaty of Waitangi Negotiations will write the letters in the form set out in part 5 of the documents schedule:

5.14.1 to Centreport Limited and Wellington International Airport Limited;

5.14.2 amongst other matters, introducing the governance entity and requesting that the recipient agree to enter into a formal relationship with Taranaki Whānui ki Te Upoko o Te Ika.

FURTHER PROVISIONS

5.15 Part 3 of the provisions schedule includes further provisions in relation to the cultural redress.



6 FINANCIAL AND COMMERCIAL REDRESS

FINANCIAL REDRESS

- 6.1 The Crown must pay the governance entity on the settlement date \$23,138,000 (being the financial and commercial redress amount of \$25,025,000 less the two on account amounts totalling \$1,887,000 referred to in clause 6.2).

ON ACCOUNT PAYMENTS

- 6.2 The parties acknowledge that before the date of this deed there have been two amounts paid or credited on account of the settlement being:

(6.2.1 a payment of \$1,475,000, agreed to by Cabinet on 10 May 1993 and paid to Te Atiawa (Wellington Tenth Trust), an ahu whenua trust under section 215 of Te Ture Whenua Maori Act 1993 (Maori Land Act 1993); and

6.2.2 an amount of \$412,000, being the agreed value of the Crown's surrender of its leasehold interest in 9, 13, and 15 Pipitea Street, Wellington under a deed of agreement dated 28 May 1997 between the Crown and Te Atiawa (Wellington Tenth Trust).

DEFERRED PURCHASE

- 6.3 The governance entity has the right, on the terms and conditions set out in part 4 of the provisions schedule, to purchase the deferred selection properties described in subpart H of part 4 of the provisions schedule.

RFR FROM THE CROWN AND CROWN BODIES

- (6.4 The settlement legislation will, on the terms provided for in clauses 3.4 to 3.33 of the draft bill, give the governance entity, for 100 years from the settlement date, a right of first refusal in relation to a disposal by the Crown or a Crown body of a property described in the RFR land schedule if the property is:

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

6.4.2 not being disposed of in the circumstances provided in clauses 3.12 to 3.23 of the draft bill.

7 SETTLEMENT CONDITIONS AND TERMINATION

SETTLEMENT CONDITIONS

- 7.1 This deed, and the settlement, are conditional on the settlement legislation coming into force.
- 7.2 Despite clause 7.1, certain provisions specified in paragraph 7.3 of the provisions schedule are binding from the date of this deed.
- 7.3 In particular, the parties acknowledge that:
- 7.3.1 part 4 of the provisions schedule, so far as it applies to the Shelly Bay properties, is binding from the date of this deed; and therefore
- 7.3.2 if this deed does not become unconditional, the rights of the governance entity under part 4 of the provisions schedule in relation to the Shelly Bay properties must be taken into account in any future settlement of the historical claims between the Crown and Taranaki Whānui ki Te Upoko o Te Ika.

INTRODUCTION OF DRAFT BILL

- 7.4 The Crown must propose the draft bill for introduction to the House of Representatives within 12 months of the date of this deed.
- 7.5 The bill proposed by the Crown for introduction may include any changes agreed in writing by the Crown and the governance entity.
- 7.6 The Crown and the governance entity will use reasonable endeavours to facilitate the orderly enactment of the draft bill.

TERMINATION OF THIS DEED

- 7.7 The Crown or the governance entity may terminate this deed, by notice to the other, if the settlement legislation has not come into force within 24 months after the date of this deed.
- 7.8 Before the Crown or the governance entity may terminate this deed under clause 7.7, it must have given the other at least 20 business days notice of an intention to terminate this deed.
- 7.9 If this deed is terminated:
- 7.9.1 it, and the settlement, will be at an end; and
- 7.9.2 no person will have any right or obligation under it, except that the rights and obligations under paragraph 7.3 of the provisions schedule continue.

8 DEFINITIONS, INTERPRETATION, AND GENERAL PROVISIONS

DEFINITION OF TARANAKI WHĀNUI KI TE UPOKO O TE IKA

8.1 Taranaki Whānui ki Te Upoko o Te Ika means:

8.1.1 the collective group composed of individuals who descend from:

(a) one or more of the recognised ancestors of the following iwi:

(i) Te Atiawa;

(ii) Ngāti Tama;

(iii) Taranaki;

(iv) Ngāti Ruanui;

(v) other iwi from the Taranaki area, for example, Ngāti Mutunga;
and

(b) one or more of:

(i) the original signatories of the 27 September 1839 Port Nicholson Block purchase deed; or

(ii) the persons listed in the Schedule to the Declaration of the Native Land Court in Wellington dated 11 April 1888; or

(iii) other persons, not referred to in clauses 8.1.1(b)(i) or (ii), but who exercised customary rights in the Port Nicholson Block, Wellington District on or after 6 February 1840 by virtue of being descended from one or more of the recognised ancestors of the iwi referred to in clause 8.1.1(a); and

8.1.2 every whānau, hapū, or group composed of individuals, including a group composed of the beneficiaries of the Wellington Tenths Trust and a group composed of the beneficiaries of the Palmerston North Māori Reserves Trust, to the extent that those whānau, hapū, or groups of individuals are referred to in clause 8.1.1; and

8.1.3 every individual referred to in clause 8.1.1.

8.2 For the purposes of clause 8.1.1:

8.2.1 a person is **descended** from another person if the first person is descended from the other by:

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA)
DEED OF SETTLEMENT**

8 DEFINITIONS, INTERPRETATION AND GENERAL PROVISIONS

- (a) birth; or
- (b) legal adoption; or
- (c) Māori customary adoption in accordance with Taranaki Whānui ki Te Upoko o Te Ika tikanga; and

8.2.2 **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; and;

8.2.3 all persons who descend from a Ngāti Tama tupuna fall within the definition of Taranaki Whānui ki Te Upoko o Te Ika unless they choose to have their historical claims settled by another group with a Crown recognised mandate. Should a settlement negotiated by that other group with a Crown recognised mandate become unconditional, those persons will, to the extent that they rely on descent from a Ngāti Tama tupuna, be excluded from the definition of Taranaki Whānui ki Te Upoko o Te Ika, in this Deed of Settlement, settlement legislation and governance entity.

DEFINITION OF HISTORICAL CLAIMS

8.3 **Historical claims:**

8.3.1 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 Taranaki Whānui ki Te Upoko o Te Ika (or a representative entity) had at, or at any time before, the settlement date, or may have at any time after the settlement date, and that:

- (a) is, or is founded on, a right arising:
 - (i) from the Treaty of Waitangi or its principles; or
 - (ii) under legislation; or
 - (iii) at common law (including aboriginal title or customary law); or
 - (iv) from fiduciary duty; or
 - (v) otherwise; and
- (b) arises from, or relates to, acts or omissions before 21 September 1992:



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA)
DEED OF SETTLEMENT**

8 DEFINITIONS, INTERPRETATION AND GENERAL PROVISIONS

- (i) by, or on behalf of, the Crown; or
- (ii) by or under legislation; and

8.3.2 includes every claim to the Waitangi Tribunal to which clause 8.3.1 applies and that relates exclusively to Taranaki Whānui ki Te Upoko o Te Ika, including:

- (a) Wai 105 – Hutt Section 19 Claim; and
- (b) Wai 145 – Port Nicholson Block Claim; and
- (c) Wai 183 – Korokoro Urupā Claim; and
- (d) Wai 377 – Kaiwharawhara and Hutt Claim; and
- (e) Wai 442 – Waiwhetu Pā Land Claim; and
- (f) Wai 562 – Pipitea Pā and Street Properties Claim; and
- (g) Wai 571 – Section 1, Pipitea Street (resumption) Claim; and
- (h) Wai 660 – Hutt Section 19 (part of) Claim; and
- (i) Wai 734 – Whanganui-a-Tara (Ngāti Mutunga) Claim; and
- (j) Wai 735 – Whanganui a Tara (Ngāti Tama) Claim; and

8.3.3 includes every other claim to the Waitangi Tribunal to which clause 8.3.1 applies so far as it relates to Taranaki Whānui ki Te Upoko o Te Ika or a representative entity.

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

8.4.1 a claim that a member of Taranaki Whānui ki Te Upoko o Te Ika, or a whānau, hapu, or group referred to in clause 8.1.2, may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not referred to in clause 8.1.1;

8.4.2 a claim that a member of Taranaki Whānui ki Te Upoko o Te Ika, or a whānau, hapū, or group referred to in clause 8.1.2 may have in relation to an excluded area;

8.4.3 a claim that a representative entity may have to the extent the claim is, or is founded, on a claim referred to in clauses 8.4.1 or 8.4.2.

8.5 In clause 8.4.2, **excluded area** means each of the following areas to the extent it is land in New Zealand:

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA)
DEED OF SETTLEMENT**

8 DEFINITIONS, INTERPRETATION AND GENERAL PROVISIONS

- (a) the South Island:
- (b) the Chatham Islands:
- (c) the Taranaki area:
- (d) the Kapiti Coast.

8.6 In clause 8.5 **land in New Zealand** means land within the baseline described in sections 5, 6, and 6A of the Territorial Sea, Contiguous Zone, and Exclusive Economic Zone Act 1977 (being the low-water mark along the coast of New Zealand), including all islands, except as otherwise provided in sections 6 or 6A of that Act.

ADDITIONAL DEFINED TERMS AND INTERPRETATION

- 8.7 The definitions in paragraph 8.1 of the provisions schedule apply to this deed.
- 8.8 The provisions in paragraph 8.2 of the provisions schedule apply in the interpretation of this deed.

INTEREST

8.9 The Crown will pay interest on \$23,138,000 (being the financial and commercial redress amount of \$25,025,000 less the two on account amounts totalling \$1,887,000 referred to in clause 6.2):

8.9.1 at the interest rate that is set from time to time by the Reserve Bank as the official cash rate, expressed as a percentage per annum; and

8.9.2 calculated on a daily basis but not compounding.

8.10 Interest under clause 8.9 will be:

8.10.1 payable in respect of the period commencing on 13 December 2007 (being the date of the agreement in principle) to the settlement date but excluding the settlement date itself; and

8.10.2 subject to any tax payable; and

8.10.3 paid to the governance entity:

- (a) on the settlement date; and
- (b) after withholding any tax that is required by legislation to be withheld.



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA)
DEED OF SETTLEMENT**

8 DEFINITIONS, INTERPRETATION AND GENERAL PROVISIONS

TAX

8.11 Part 5 of the provisions schedule sets out:

8.11.1 provisions concerning taxation of the provision of redress under this deed;
and

8.11.2 in particular, the Crown's indemnities in relation to taxation of the provision of redress under this deed.

NOTICE PROVISIONS

8.12 Part 6 of the provisions schedule applies to notices under this deed or a settlement document.

GENERAL PROVISIONS

8.13 Part 7 of the provisions schedule sets out general provisions applying to this deed and the settlement.

AMENDMENTS TO THIS DEED

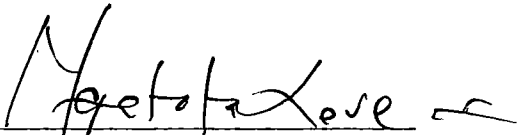
8.14 This deed may be amended only by written agreement signed by the Crown and the governance entity.



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA)
DEED OF SETTLEMENT

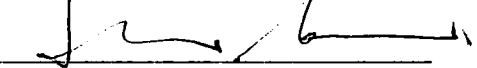
SIGNED as a deed on 19 August 2008

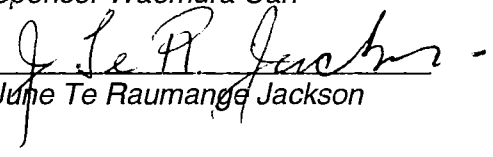
SIGNED for and on behalf
of TARANAKI WHĀNUI KI TE UPOKO O TE IKA by
the mandated signatories in the
presence of:

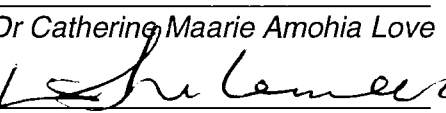

Professor Ralph Heberley Ngatata
Love

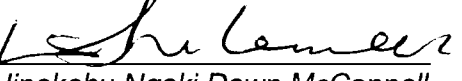

Kevin Hikaia Amohia


Neville McClutchie Baker

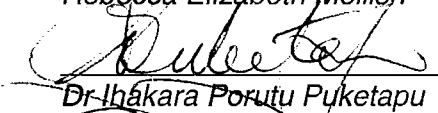

Spencer Waemura Carr


✓ 
June Te Raumanga Jackson

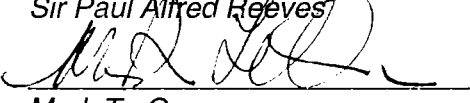

Dr Cathering Maarie Amohia Love


Hinekehu Ngaki Dawn McConnell

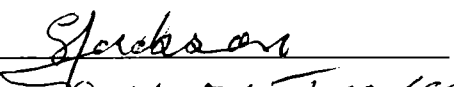

Rebecca Elizabeth Mellish


Dr Ihākara Porutu Puketapu


Sir Paul Alfred Reeves

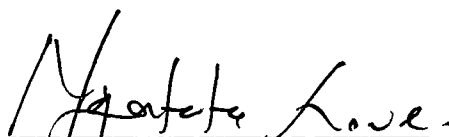

Mark Te One

WITNESS



Name: SAMUEL JACKSON
Occupation: RETIRED KAUMATUA
Address: WELLINGTON.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA)
DEED OF SETTLEMENT

SIGNED by the trustees of the Port Nicholson Block Settlement Trust, being the governance entity, in the presence of:



Professor Ralph Heberley Ngatata
Love




Kevin Hikaia Amohia



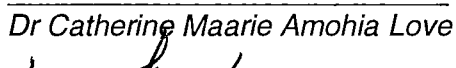
Neville McClutchie Baker




Spencer Waemura Carr



June Te Raumange Jackson



Dr Catherine Maarie Amohia Love




Hinekehu Ngaki-Dawn McConnell



Rebecca Elizabeth Mellish



Dr Ihakara Porutu Puketapu

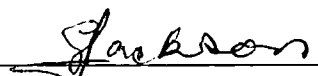


Sir Paul Alfred Reeves



Mark Te One

WITNESS




Name: SAMUEL JACKSON
Occupation: RETIRED KAUMATIUA
Address: WELLINGTON

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA)
DEED OF SETTLEMENT

SIGNED for and on behalf of **THE SOVEREIGN**
in right of New Zealand by:

the Minister in Charge of Treaty of Waitangi
Negotiations in the presence of:




Hon Dr Michael Cullen

the Minister of Māori Affairs
in the presence of:



Hon Parekura Horomia

the Associate Minister in Charge of Treaty of
Waitangi Negotiations in the presence of:

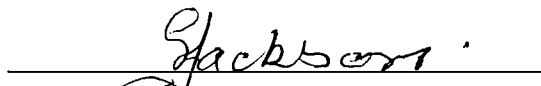


Hon Shane Jones

the Associate Minister in Charge of Treaty of
Waitangi Negotiations in the presence of:

Hon Mita Ririnui

WITNESS



Name: SAMUEL JACKSON
Occupation: RETIRED KAUMATUA.
Address: WELLINGTON

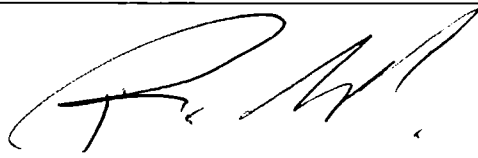


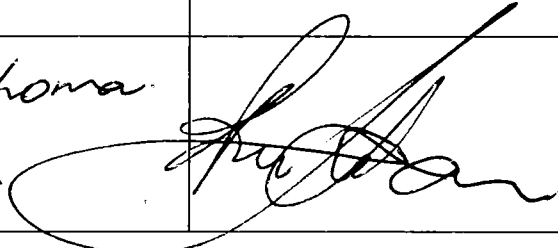
PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA)
DEED OF SETTLEMENT

OTHER WITNESSES / members of Taranaki Whānui ki Te Upoko o Te Ika signed below to indicate their support for the settlement

Jean Ada Rahinga Meredith - Kaitiaki	Te. A. A. A. A.
Mereana Patara	T. A. A. A.
Marie-Nui Buis (née Love)	Pereri Belle Betty Tye
Edith Waitokurangi Lala Lilo	M. J. J. J. J.
Garrell K. M. M. M.	Anthony Kaitamani Ngere
M. J. J. J.	
Hanessa Sorena Lorna Kanavator	Puke tapu Ptiana
A. L. L. L.	Puke tapu Ptiana

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA)
DEED OF SETTLEMENT

OTHER WITNESSES / members of Taranaki Whānui ki Te Upoko o Te Ika signed below to indicate their support for the settlement

<p>RANGIHOKAI Mētaraetae. TE ATIRAWA. Rukotapu - 19-08-08</p>	
<p>DAVID CREATARA WILLIAMS NGATI TOA RONGATIRA NGA RUAMINGARANGI NGATI TAMU</p>	
<p>Le Rau Aroha Haka</p>	<p>Moira May Dennis</p>
<p>Le Waikaramu Takua Kotokoto P.K.W. TARANAKI I.W.</p>	<p>Pu Lakurie</p>
<p>Dan Ratahi TARANAKI TUTURU</p>	<p>D Ratahi</p>
<p>Taff Chilton Wai 377</p>	
<p>D. J. Chilton</p>	
<p>Perry Mason Schoma NSARANAU KITAHU WAVERLEY</p>	

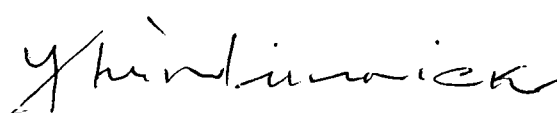
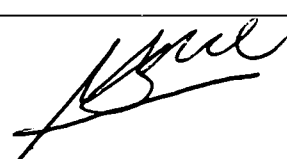


PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA)
DEED OF SETTLEMENT

OTHER WITNESSES / members of Taranaki Whānui ki Te Upoko o Te Ika signed below to indicate their support for the settlement

Anna Kirk Whanganui	Ngati Tamu.
Zella Jones	Ngati Tama
Marc Wagner	Te Ati Aua.
Rahurapa	Le Kahui Maunga.
Maiatea Dymond	Te Ati Aua / Ngati Tama
OTAMAKE ORANGI TUPEKA LUKE - NGAHEKE	TE ATAUWA
Manua Tengana Ripa	Te Ati Aua
Cordia Koro	Ngati Tupai Taranaki ki te Toi

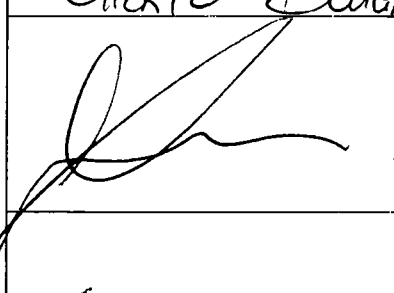
PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA)
DEED OF SETTLEMENT

OTHER WITNESSES / members of Taranaki Whānui ki Te Upoko o Te Ika signed below
to indicate their support for the settlement

	NGA TOPIA TARANAKI.
	Te Atiawa.
	Te Atiawa.
	Te Atiawa.
	Te Atiawa
	Te Atiawa
	Te Atiawa
	Te Atiawa

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA)
DEED OF SETTLEMENT

OTHER WITNESSES / members of Taranaki Whānui ki Te Upoko o Te Ika signed below
to indicate their support for the settlement

Ann Remick	Te Atiawa
Bonnie McKenna	Te Atiawa
Cherie Douglas	Te Atiawa
	Te Atiawa.
Ben McConnell	Te Atiawa
Shon McConnell	Te Atiawa
Pareake Wairahi Broughton Fitzgibbon	
Raumahora Rama-Anne Wairahi Broughton	Te Atiawa


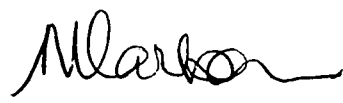
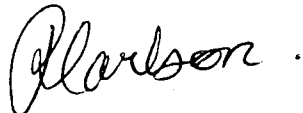



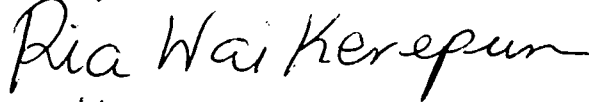
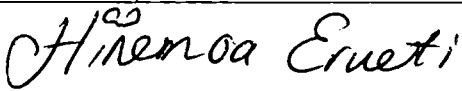
PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA)
DEED OF SETTLEMENT

OTHER WITNESSES / members of Taranaki Whānui ki Te Upoko o Te Ika signed below to indicate their support for the settlement

<p>The Ranga Kaka Poka Kahui w/Trust Sally Ann Mitchell Kahui</p>	
<p>Ngāwiri Elaine Hitchcock Robinson</p>	<p>Te Atiawa.</p>
<p>Georgina Campbell Kia Ora Kapai Ngāti Ruamui me Ngārauru</p>	
<p>Seeraki Hurumui Ngāti Ruamui.</p>	
<p>Maria Rei Ngāti Ruahine</p>	
<p>Ngāwhakakeke Wetere</p>	<p>Te Atiawa</p>
<p>Mirra Churton Whānau</p>	<p>NGATI TAMA.</p>
<p>Gaylene Hara</p>	<p>Te Atiawa</p>

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA)
DEED OF SETTLEMENT

OTHER WITNESSES / members of Taranaki Whānui ki Te Upoko o Te Ika signed below to indicate their support for the settlement

Nathan Churton	
Kotematekitawhiti Kōdevaunamaia (Wairiri) Ngāiā	
Peter Luke	
Nykitā O'Connell-Luke	
Larissa L. Macdonald	
Lisa Ahumai Rauhira- August	 NGĀI, TU
Jami Kahu	 Hāpotiki
arika Hamara Kahu 19 Douglas Crescent	 (Hāpotiki)

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA)
DEED OF SETTLEMENT

OTHER WITNESSES / members of Taranaki Whānui ki Te Upoko o Te Ika signed below to indicate their support for the settlement

<p>Horomatangi Karaitino (hapotiki, Tutemo Hutia)</p>	<p>Rareāray I Te Pō Karaitino</p>
<p>William Davis Russell Ngati Ruahiri</p>	<p>Tim Timu Te Atarau</p>
<p>John Ben</p>	<p>J. Raimaki Ngati Mutunga</p>
<p>Ngapera Mosehu Atiawa</p>	<p>Waimarie Teito-Riwaka Taranaki.</p>
<p>Kimiora Katene-Rei Taranaki</p>	<p>Arion Brewer Taranaki</p>
<p>Johnathan Tahau Taranaki</p>	<p>Wiktoria Luke/Ratu. Ngati Tu / Atiawa Nga Ruahiri</p>
<p>Hua Lucy Luke. te Atiawa.</p>	<p>Henare Ngata Ngati Tu / Nga Ruahiri</p>
<p>Hinema Priest Ngati Tu / Atiawa. Nga Ruahiri.</p>	<p>Robyn Davey Taranaki</p>

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA)
DEED OF SETTLEMENT**

OTHER WITNESSES / members of Taranaki Whānui ki Te Upoko o Te Ika signed below to indicate their support for the settlement

Puanani Tahay Taranaki Tūturu	Wikitoria Love. Rebekah Love
Jenni Pittner. Jonny Dittner _____	Matene Love Waikanae
_____	Piata Hohaia.
Kris Makere	Kris makere taranaki
Ross Davis, (on behalf of my Whangai son Andrew Davis (Ashford).	
Kate Holmes Meri Holmes	_____
Holden Hohaia	_____
Margaret Jenkins	Ar IAH HO HAIA

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA)
DEED OF SETTLEMENT

OTHER WITNESSES / members of Taranaki Whānui ki Te Upoko o Te Ika signed below to indicate their support for the settlement

Matakitawhiti Loan	
May Maharaiterangi Tamati Othuis.	M. Broughton Whero. o. Tangi Bailey Intentioneke
Piaia Love Eubia	Domeny K. MORA DAN
Apekha Nealey Le Rau Ansa Watson	F. N. Johnson Alex Watson
Peter Te Marhengea White	P. White
(NO PARAHAKA) Lundy Rihari WATARA, MACLEOD	
Daniel Katakahi TARANAKI TUTURU	D. Katakahi
Maria Waikupariki Richter Taranaki	M.V. Richter

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA)
DEED OF SETTLEMENT

OTHER WITNESSES / members of Taranaki Whānui ki Te Upoko o Te Ika signed below to indicate their support for the settlement

Wahitonga Richardson Lanarakhi	W Richardson
Joan Ellis Love	Parapararumu
William (Bill) Dutton	Te Atiawa
Christina Moko	Parapararumu
Rala Patricia Love	Te Atiawa
Ani Paala	Hgāli Awa/ Te Ati Awa ki WaiKanae.
Rangitiki Lohuparae	Te Kahui Mānanga
Rodney Boyd	Te Kahui Mānanga


PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA)
DEED OF SETTLEMENT

OTHER WITNESSES / members of Taranaki Whānui ki Te Upoko o Te Ika signed below
to indicate their support for the settlement

Anoha Mauns Jew	Ngāti Tupaia Taranaki ki te Tonga.
Y. Mihiniake	Ngāti Tupaia TARANAKI KI TE TONGA.
Raeone Korau.	418 Changi Rd. Hawera
Hohiri Jipine	29 Ramanui Ave Hawera
Mirawa Te Oue	32 Wellington Rd Paekakariki
Anthony Katamamu Ngata	38 Ararata Road Hawera
Ngapani Nui	Te Pouhara o Ngāti Ruani
Te Maari Taniwha - Pakauranga - Wright	Ngāti Tupaia ki Taranaki Te Pouhara o Ngāti Ruani!

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA)
DEED OF SETTLEMENT

OTHER WITNESSES / members of Taranaki Whānui ki Te Upoko o Te Ika signed below to indicate their support for the settlement

Le Poharua Yara Kōwhiri Hinga	Waiwhetū New Plymouth
Muhupetta Kadere.	10 Lamour Ave Hawera my name
Fredrick C All 	Wgtn Tenth
Chris Rawick	Te Atiāwhā
Rongo Samarapa	14 South Rd New Plymouth
Pauline Raita Owen	Waiwhetū.
Te Pihirapa Pātiki Hinga	12 Richmond St Patea
HERA HAILWOOD	WAINUIOMATA.

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA)
DEED OF SETTLEMENT**

OTHER WITNESSES / members of Taranaki Whānui ki Te Upoko o Te Ika signed below to indicate their support for the settlement

Karena Egarumio	Mauungaraki Lower Hutt
Lubi McGregor	159B Stokes Valley Rd. Lower Hutt.
ALICIA MARAMA TEHUIA BROUGHTON	WAINUIOMATA. NGARAURU NGATI RAUKAWA WEHI WEHI PONEKE
KATRINA FIRGIBSON BROUGHTON	NGARAURU-PATEA. NGATI RAUKAWA-WEHI WEHI PONEKE - KAUNGA WHIRHEU
Myra Hunter.	6 Koini St Eastbourne Wellington.
Joanne Hemara	12 MCGOWAN Rd Wainuiomata
Te Karanga O Te Tui Marino	87 REVANS ST FEATHERSTON TO AHI AWA!
Tyler Ngata Tara Ngata JOSHUA NGATA	4 Humber St Island Bay Wgtn. / NOTARANAKI WAIANAU.


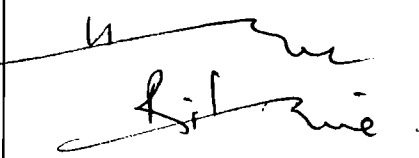
PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA)
DEED OF SETTLEMENT

OTHER WITNESSES / members of Taranaki Whānui ki Te Upoko o Te Ika signed below to indicate their support for the settlement

LAURANCE NWAIA	81 BLAKE ST WAITARA TARANAKI
Thomas TeDranga Whareaitu	Hawera
Mona Rio Maaka Rangiwheke ROBINSON	7 Conway RD Ehrom
PEARL PIKITIA ANDERSON	36 DORSET ST OPUNAKE TARANAKI
Sherline Howe	40 Egmont St Kaponga
Romen Eleanor Maaka New Luke	12 London St Ehrom
Vivie Amor Porter	14 Springfield Terrace, Kelburn Wellington 6012
Crystal Amor-Porter Thomas Porter-Amor	14 Springfield terrace Kelburn Wellington 6012

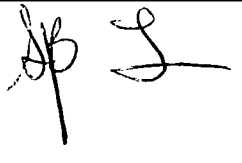

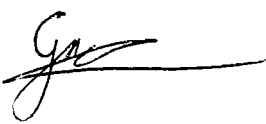
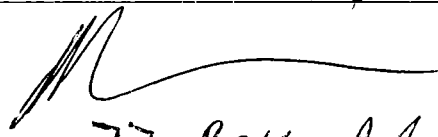
PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA)
DEED OF SETTLEMENT

OTHER WITNESSES / members of Taranaki Whānui ki Te Upoko o Te Ika signed below
to indicate their support for the settlement

WILLIAM AILAOMAI KERITI	16 PUKETAPU GROVE WAINHETU
IAKU Lewis Ngeru	38 ARARATA RD. Hawera
Steven Kapa	NEW WINDSOR
Dylan Kapa	
	
TERANGI HIRON KERIN HEKLIH/	9 Nicholls Avenue Porirua
Anna Maria Kawhia Tapa	7a Pennrose Street Homer Hill.
	Wellington City Council (in support)

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA)
DEED OF SETTLEMENT**

OTHER WITNESSES / members of Taranaki Whānui ki Te Upoko o Te Ika signed below to indicate their support for the settlement

NIKKI LUKE CYSON LEVI MORGAN LUKE- JAI MORGAN BATES.	45 Authrie St Waiwhetu. Napier
 (Susan Love de Miguel)	55 Winston St. Crofton Downs WELLINGTON
 (Alejandro Tinian Miguel)	
Eduardo (Eduardo Rio Miguel)	55 Winston St Crofton Downs wellington.
 (Gabriel Rangi-Makea Miguel)	55 Winston St Crofton Downs Wellington
Peter Ead. wi Rapi Rio Love. Ofone.	1 Houriria St Niteranga New Zealand.
Toia, Ngawai & Maurice Walden	2/55 Science Drive Hill Park Manukau City Auckland
KATENE / WILLIAMS WALDEN WMANAU TINO RANGA TIO TANUA	 77 Bell Rd Lvl.

TARANAKI WHĀNUI KI TE UPOKO O TE IKA
and
THE PORT NICHOLSON BLOCK SETTLEMENT TRUST
and
THE SOVEREIGN
in right of New Zealand

**DEED OF SETTLEMENT:
PROVISIONS SCHEDULE**



TABLE OF CONTENTS

1	ADDRESSES AND OTHER DETAILS OF THE PARTIES AND THEIR REPRESENTATIVES	38
2	SETTLEMENT	40
3	REDRESS.....	43
4	DEFERRED PURCHASE	44
5	TAX.....	83
6	NOTICE	90
7	GENERAL PROVISIONS	92
8	DEFINED TERMS AND INTERPRETATION	94



1 ADDRESSES AND OTHER DETAILS OF THE PARTIES AND THEIR REPRESENTATIVES

1.1 Mandated signatories

- (a) Professor Ralph Heberley Ngatata Love of Wellington, University Professor
- Kevin Hikaia Amohia of Palmerston North, Retired
- Neville McClutchie Baker of Petone, Consultant
- Spencer Waemura Carr of Hawera, Company Director
- June Te Raumange Jackson of Wellington, Retired
- Dr Catherine Maarie Amohia Love of Petone, Manager
- Hinekehu Ngaki Dawn McConnell of Picton, Retired
- Rebecca Elizabeth Mellish of Featherston, Consultant
- Dr Ihakara Porutu Puketapu of Wellington, Chief Executive Officer
- Sir Paul Alfred Reeves of Auckland, former Governor General of New Zealand
- Mark Te One of Paekakariki, Public Servant.

(b) on the death or incapacity of any one or more of the individuals in paragraph (a), the remaining individual or individuals; or

(c) in relation to the signing of this deed, any 9 or more of the individuals in paragraph (a).



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE

1.2 **Address of
governance
entity**

Level 1
TSB Arena (South Park)
3 Queens Wharf
Wellington
PO Box 12164
Wellington
Facsimile No (04) 472 3874

Crown's address

The Solicitor-General
Crown Law Office
Level 10
Unisys House
56 The Terrace
Wellington

PO Box 2858, Wellington
Facsimile No (04) 473 3482



2 SETTLEMENT

LIMITS OF THE SETTLEMENT

- 2.1 The parties agree that nothing in this deed or the settlement legislation will:
- 2.1.1 limit any aboriginal title, or customary right, that Taranaki Whānui ki Te Upoko o Te Ika may have; or
 - 2.1.2 constitute, or imply, an acknowledgement by the Crown that any aboriginal title, or customary right, exists; or
 - 2.1.3 except as provided in this deed or the settlement legislation:
 - (a) affect a right that Taranaki Whānui ki Te Upoko o Te Ika may have, including a right arising:
 - (i) from the Treaty of 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 Māori and the Crown dated 23 September 1992 in relation to Maori fisheries 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 paragraph 2.1.3(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; or
 - 2.1.4 limit any aspects of the Wai 262 (Indigenous Flora and Fauna and Cultural Intellectual Property Claim) arising from, or relating to, acts or omissions after 21 September 1992:

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE**

2 SETTLEMENT

- (a) by, or on behalf of the Crown; or
- (b) by or under legislation.

2.2 Paragraph 2.1 does not limit clause 4.1.

SETTLEMENT AND OTHER LEGISLATION TO BE SUPPORTED

2.3 Taranaki Whānui ki Te Upoko o Te Ika and the governance entity must support the passage through Parliament of:

2.3.1 the settlement legislation; and

2.3.2 a bill proposed by the Crown for introduction:

- (a) under paragraph 2.5.2 to terminate proceedings in relation to any historical claim; or
- (b) to clarify rights or obligations under this deed or the settlement legislation.

HISTORICAL CLAIMS TO BE DISCONTINUED

2.4 The governance entity must use reasonable endeavours to deliver to the Crown, by or on the settlement date, notices of discontinuance:

2.4.1 of every proceeding in relation to an historical claim that has not been discontinued; and

2.4.2 duly signed by the applicant or plaintiff to those proceedings (or duly completed by the solicitor for the applicant or plaintiff).

2.5 If the governance entity does not deliver to the Crown, by or on the settlement date, all notices of discontinuance required by paragraph 2.4:

2.5.1 the governance entity must continue to use reasonable endeavours to deliver them to the Crown; and

2.5.2 the Crown may propose for introduction to the House of Representatives a bill terminating the proceedings.

WAITANGI TRIBUNAL TO BE ADVISED

2.6 The Crown will, on or after the settlement date:

2.6.1 advise the Waitangi Tribunal of the settlement; and

2.6.2 request it to amend its register of claims, and adapt its procedures, to reflect the settlement.



2 SETTLEMENT

LAND BANK TO CEASE

- 2.7 The Crown may, on and after the settlement date, cease to operate a land bank arrangement in relation to Taranaki Whānui ki Te Upoko o Te Ika or a representative entity.

SETTLEMENT DOES NOT LIMIT OTHER SETTLEMENTS

- 2.8 Taranaki Whānui ki Te Upoko o Te Ika agree that the Crown may at any time propose for introduction to the House of Representatives, and neither Taranaki Whānui ki Te Upoko o Te Ika, nor a representative entity, will object to, a bill that:
- 2.8.1 gives effect to a settlement with another iwi or group of Maori; and/or
 - 2.8.2 removes resumptive memorials from land; and/or
 - 2.8.3 provides that legislation enabling the creation of resumptive memorials does not apply to land, or for the benefit of persons, specified by the legislation.



3 REDRESS

BENEFIT OF THE SETTLEMENT

- 3.1 Taranaki Whānui ki Te Upoko o Te Ika agree that it is intended that the redress, and the rights of Taranaki Whānui ki Te Upoko o Te Ika and the governance entity under this deed and the settlement legislation:
- 3.1.1 will be for the benefit of the collective group of Taranaki Whānui ki Te Upoko o Te Ika; but
 - 3.1.2 may be for the benefit of particular individuals, or a particular group of individuals (including whānau or hapū), who are members of Taranaki Whānui ki Te Upoko o Te Ika, if the governance entity so decides in accordance with its procedures.

PROTOCOLS AND DEED OF RECOGNITION

- 3.2 The parties agree that the protocols and the deed of recognition:
- 3.2.1 are to assist the governance entity to be consulted about, or provide input into, certain decision-making of departments; but
 - 3.2.2 do not override or limit:
 - (a) legislative rights, powers, or obligations; or
 - (b) the functions, duties, and powers of Ministers, officials and others under legislation; or
 - (c) the ability of the Crown to interact or consult with persons other than Taranaki Whānui ki Te Upoko o Te Ika or the governance entity.
- 3.3 A failure by the Crown to comply with a protocol, or the deed of recognition, is not a breach of this deed.



4 DEFERRED PURCHASE

A DEFINITIONS AND NOTICE

DEFINITIONS

4.1 In clause 6.3 and in this part, unless the context otherwise requires:

actual DSP settlement date, in relation to a deferred selection property, means the date on which settlement of the property takes place under paragraph 4.46;

arbitration commencement date, in relation to the determination of the market value and/or market rental of a separate valuation property, means the date the determination is referred to the valuation arbitrator under paragraph 4.41;

arbitration meeting, in relation to the determination of the market value and/or market rental of a separate valuation property, means a meeting notified by the valuation arbitrator under paragraph 4.43;

arbitrator appointed under this part means each of a valuation arbitrator or a damage and destruction arbitrator;

Crown's valuation report, in relation to a separate valuation property, means a valuation report assessing the market value of the property and, if it is a leaseback property, its market rental, prepared by the Crown's valuer under paragraph 4.36;

Crown's valuer, in relation to a separate valuation property, means a person appointed by the land holding agency under paragraph 4.30 to assess the market value of the property and or its market rental;

damage and destruction arbitrator means an arbitrator appointed under paragraph 4.73.1;

deferred notice period means in relation to:

- (a) a non-leaseback property, the period of two years from the settlement date;
and
- (b) a leaseback property, the period of 10 years from the settlement date;

deferred selection property means a property described in subpart H;

disclosure information, in relation to a deferred selection property, means the information given by a land holding agency under paragraph 4.6.1 about the property, including the disclosed encumbrance information about the property;

disclosed encumbrance, in relation to a deferred selection property, means an encumbrance that benefits or affects the property that is disclosed in the disclosed encumbrance information about the property;

disclosed encumbrance information, in relation to a deferred selection property, means the disclosure information given by a land holding agency under paragraph 4.6.1 about encumbrances that benefit or affect the property;



44

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE

4 DEFERRED PURCHASE

DSP settlement date means, in relation to:

- (a) the Shelly Bay properties, the later of the two following dates after the land holding agency receives an election notice from the governance entity electing to purchase the properties:
 - (i) six months after the date of this deed; or
 - (ii) 20 business days after the land holding agency receives the election notice; and
- (b) a deferred selection property that is not a Shelly Bay property, the date that is 20 business days after the land holding agency receives an election notice from the governance entity electing to purchase the property;

election notice means a notice given by the governance entity under paragraph 4.7 electing whether or not to purchase a deferred selection property;

governance entity's valuation report, in relation to a separate valuation property, means a valuation report assessing the value of the property and, if the property is a leaseback property, its market rental, prepared by the governance entity's valuer under paragraph 4.36;

governance entity's valuer, in relation to a separate valuation property, means a person appointed by the governance entity under paragraph 4.30 to assess the market value of the property and, if it is a leaseback property, its market rental;

jointly appointed valuer, in relation to the determination of the market value of a joint valuation property, means a registered valuer appointed under paragraphs 4.22 or 4.23 to assess the market value of the property;

joint valuation instructions means the instructions given under paragraph 4.25 by the governance entity and the land holding agency to a jointly appointed valuer to determine the market value of a joint valuation property;

joint valuation property means a non-leaseback property that column 5 of subpart H provides is to be jointly valued;

joint valuation report, in relation to a joint valuation property, means a valuation report in relation to the property prepared by the jointly appointed valuer under paragraph 4.27;

leaseback property means each deferred selection property under the heading leaseback properties in subpart H;

lessee's improvements, in relation to a selected leaseback property, means improvements as defined in the Rating Valuations Act 1998 (unless the land holding agency and the governance entity agree a different meaning to be included in the ground lease for that property);

market value has the meaning:

- (a) in relation to a joint valuation property, set out in the valuation instructions in appendix 1; and

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE

4 DEFERRED PURCHASE

- (b) in relation to a separate valuation property, set out in the valuation instructions in appendix 2;

market rental, in relation to a leaseback property, has the meaning set out in the valuation instructions in appendix 2;

non-leaseback property means each of the deferred selection properties under the heading non-leaseback properties in subpart H;

notice of interest means, in relation to:

- (a) the Shelly Bay properties, the notice of interest in them that under paragraph 4.3
- (i) the governance entity is treated as having given; and
- (ii) the land holding agency is treated as having received; and
- (b) a non-leaseback property, or a leaseback property, a notice given by the governance entity under paragraph 4.4 in relation to the property;

notification date means, in relation to:

- (a) the Shelly Bay properties, the date of this deed, being the date the landholding agency is treated under paragraph 4.3 as having received a notice of interest in the properties from the governance entity; and
- (b) a non-leaseback property, or a leaseback property, the date that the land holding agency receives, within the deferred notice period for that property, a notice of interest in the property from the governance entity;

Ontrack means the New Zealand Railways Corporation, a statutory corporation established under section 4 of the New Zealand Railways Corporation Act 1981;

outstanding terms, in relation to a ground lease for a leaseback property, has the meaning given to it in paragraph 4.49;

pre-purchase period, in relation to a deferred selection property for which the governance entity and the Crown are deemed to have entered into an agreement for sale and purchase under paragraph 4.8, means the period from the notification date to the actual DSP settlement date;

registered valuer means a person registered as a valuer with the Valuers' Registration Board of New Zealand;

selected leaseback property means a leaseback property in relation to which the governance entity has given a notice of interest in accordance with paragraph 4.4.2;

selected non-leaseback property means a non-leaseback property in relation to which the governance entity has given a notice of interest in accordance with paragraph 4.4.1;



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE

4 DEFERRED PURCHASE

separate valuation instructions, in relation to a separate valuation property, means the instructions to assess the market value of the property and, if the property is a leaseback property, its rental value, given under paragraph 4.30 by:

- (a) the governance entity to the governance entity's valuer; or
- (b) the land holding agency to the Crown's valuer,

separate valuation property means each of the Shelly Bay properties, each non-leaseback property that column 5 of subpart H provides is to be separately valued, and each leaseback property;

separate valuation report, in relation to a separate valuation property, means each of the governance entity's valuation report and the Crown's valuation report;

Shelly Bay properties means the deferred selection properties under the heading Shelly Bay properties in subpart H;

terms of transfer means the terms of transfer set out in subpart G;

valuation arbitrator, in relation to a separate valuation property, means the person appointed under paragraphs 4.32 or 4.33 to determine, if required under paragraph 4.36, the market value of the property and/or its rental value;

valuation date, in relation to a deferred selection property, means the notification date in relation to the property; and

valuer appointed under this part means, in relation to a deferred selection property, each of the following:

- (a) a jointly appointed valuer;
- (b) the governance entity's valuer; and
- (c) the Crown's valuer.

NOTICE

- 4.2 Until any other address or facsimile number of a land holding agency is given by notice to the governance entity, the address of each land holding agency is as follows for the purposes of giving notice to that agency in accordance with part 6 of this schedule:

Archives New Zealand

PO Box 12 050
Wellington

Land Information New Zealand

Private Bag 5501
Wellington

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE**

4 DEFERRED PURCHASE

Ministry of Education

PO Box 1666
Wellington

Ministry of Justice

PO Box 180
Wellington

National Library

PO Box 1467
Wellington

New Zealand Defence Force

Defence House
2-12 Aitken Street
Wellington

New Zealand Police

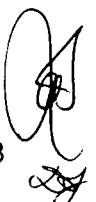
PO Box 3017
Wellington

Office of Treaty Settlements

PO Box 919
Wellington

Ontrack

PO Box 593
Wellington



4 DEFERRED PURCHASE

B RIGHT OF PURCHASE

NOTICE OF INTEREST

4.3 The governance entity and the Crown agree that, for the purposes of this part, a notice of interest in purchasing all the Shelly Bay properties is to be treated as having, on the date of this deed, been:

4.3.1 given by the governance entity; and

4.3.2 received by the land holding agency.

4.4 The governance entity may give the land holding agency a notice of interest in purchasing:

4.4.1 a non-leaseback property, at any time in the period of two years from the settlement date; or

4.4.2 a leaseback property, at any time in the period of 10 years from the settlement date, but the governance entity may give a notice of interest in a leaseback property only if –

(a) by the settlement date, the outstanding terms (other than the rental) of the ground lease for the property have been agreed under paragraph 4.50; and

(b) the aggregate value of the leaseback property, and all other leaseback properties for which the governance entity has given notice of interest, is not more than \$110 million, as their values are provided in column 6 of subpart H (and the parties acknowledge that those values are not relevant for determining the market value of, or market rental for, a selected leaseback property).

DISCLOSURE OF MATERIAL INFORMATION AND DETERMINATION OF MARKET VALUE AND MARKET RENTAL

4.5 Paragraph 4.6 applies to:

4.5.1 each Shelly Bay property; and

4.5.2 each selected non-leaseback property; and

4.5.3 each selected leaseback property.

4.6 If this paragraph applies to a deferred selection property:

4.6.1 the land holding agency must have given, or within 10 business days of the notification date give, the governance entity all material information that, to the best of its knowledge, is within its records about the property and, in particular, about any encumbrances benefiting or affecting the property; and

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE**

4 DEFERRED PURCHASE

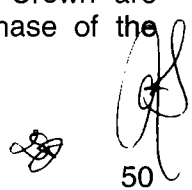
- 4.6.2 its market value, as at notification date, must be determined:
- (a) under subpart D if it is a joint valuation property, being each of the non-leaseback properties that column 5 subpart H provides are to be jointly valued; or
 - (b) under subpart E if it is a separate valuation property, being each of the Shelly Bay properties, the non-leaseback properties that column 5 of subpart H provides are to be separately valued, and the leaseback properties; and
- 4.6.3 if it is a leaseback property its market rental, as at the notification date, must be determined under subpart E, being the market rental for a ground lease of the property as the lessee's improvements do not transfer to the governance entity but remain owned by the land holding agency.

ELECTION TO PURCHASE

- 4.7 When the market value of:
- 4.7.1 all the Shelly Bay properties has been agreed or determined under subpart E, the governance entity must, within 15 business days of the final agreement or determination, give the land holding agency notice of whether or not it elects to purchase all, but not less than all, the Shelly Bay properties; and
 - 4.7.2 a selected non-leaseback property has been agreed or determined under subpart D or E, the governance entity must, within 15 business days of the agreement or determination, give the land holding agency notice of whether or not it elects to purchase the property; and
 - 4.7.3 a selected leaseback property, and its market rental, has been agreed or determined under subpart E, the governance entity must, within 15 business days of the final agreement or determination, give the land holding agency notice of whether it elects to purchase the property.

AGREEMENT FOR SALE AND PURCHASE

- 4.8 If, within the time limit required by paragraph 4.7, the governance entity gives the land holding agency an election notice electing to purchase:
- 4.8.1 all the Shelly Bay properties, the governance entity and the Crown are deemed to have entered into an agreement for the sale and purchase of the properties:
 - (a) at the market value agreed or determined under subpart E, plus GST if any; and
 - (b) on the terms of transfer set out in subpart G; or
 - 4.8.2 a selected non-leaseback property, the governance entity and the Crown are deemed to have entered into an agreement for the sale and purchase of the property:



50

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE**

4 DEFERRED PURCHASE

- (a) at the market value agreed or determined under subparts D or E, as the case may be, plus GST if any; and
 - (b) on the terms of transfer set out in subpart G; or
- 4.8.3 a selected leaseback property, the governance entity and the Crown are deemed to have entered into an agreement for the sale and purchase of the property (being the land but not the lessee's improvements which do not transfer to the governance entity but remain owned by the land holding agency):
- (a) at the market value agreed or determined under subpart E, plus GST if any; and
 - (b) on the terms of transfer set out in subpart G.

GROUND LEASE OF LEASEBACK PROPERTIES

- 4.9 If the governance entity and the Crown are deemed under paragraph 4.8.3 to have entered into an agreement for sale and purchase of a selected leaseback property, the governance entity and the land holding agency must, by or on the actual DSP settlement date for the property, sign a registrable ground lease for the property on the terms, determined under subpart F:
- 4.9.1 leasing the land back to the land holding agency (ownership of the lessee's improvements remaining with the land holding agency); and
 - 4.9.2 commencing on the actual DSP settlement date; and
 - 4.9.3 at the market rental agreed or determined under subpart E.

WELLINGTON RAILWAY STATION AND SOCIAL HALL BUILDING AND UNDERLYING LAND

- 4.10 The governance entity and the Crown agree that paragraphs 4.11 to 4.13 apply if the governance entity gives notice of interest in accordance with paragraph 4.4.1 in relation to the non-leaseback property that is Wellington railway station and social hall building and underlying land (**Wellington railway station**).
- 4.11 The Crown must have advised or, within 10 business days of the notice of interest advise, the governance entity of:
- 4.11.1 all buildings, fixtures, fittings, and other assets or improvements or any part of them (the **excluded railway assets**) that the Crown and Ontrack consider must be excluded from any transfer under this subpart of Wellington railway station to the governance entity to ensure the continued use of Wellington railway station for railway purposes; and
 - 4.11.2 all encumbrances (the **disclosed railway encumbrances**) that the Crown and Ontrack consider the Wellington railway station must be subject to after any transfer

4 DEFERRED PURCHASE

under this subpart to the governance entity to ensure the continued use of Wellington railway station for railway purposes.

4.12 The information disclosed under paragraph 4.11 to the governance entity is disclosure information about the Wellington railway station and, in particular, the disclosed railway encumbrances are disclosed encumbrances.

4.13 If the governance entity and the Crown are deemed under paragraph 4.8 to have entered into an agreement for the sale and purchase of Wellington railway station, a transfer of the Wellington railway station under that agreement:

4.13.1 excludes the excluded railway assets; and

4.13.2 is subject to the disclosed railway encumbrances.



4 DEFERRED PURCHASE

C GENERAL PROVISIONS

MINIMISE DELAYS

- 4.14 The governance entity and the landholding agency must use reasonable endeavours to ensure:
- 4.14.1 the timeframes specified by this part are met; and
 - 4.14.2 delays are minimised; and
 - 4.14.3 if a valuer or an arbitrator appointed under this part is unable to act, a replacement is appointed as soon as is reasonably practicable.

DETERMINATION OF MARKET VALUE FINAL AND BINDING

- 4.15 The agreement or determination of the market value of a deferred selection property, and/or of its market rental, under subparts D or E (including the determination of a valuation arbitrator) is final and binding.

COSTS

- 4.16 The land holding agency must pay the jointly appointed valuer's costs and expenses of preparing a joint valuation report.
- 4.17 The governance entity and the land holding agency must each pay:
- 4.17.1 their own costs in relation to the determination of the market value of a separate valuation property and/or of its market rental; and
 - 4.17.2 if the determination of the market value of a separate valuation property, and/or of its market rental, is referred to an arbitrator, a half share of the costs of:
 - (a) the Arbitrators' and Mediators' Institute of New Zealand; and
 - (b) the arbitrator; and
 - (c) hiring a venue for the arbitration meeting.
- 4.18 Despite paragraph 4.17.2, the arbitrator may award costs against the governance entity or the Crown if he or she considers it would be just to do so because of that person's unreasonable conduct.

TERMINATION OF OBLIGATIONS

- 4.19 The obligations of the Crown, and of a land holding agency, under this deed immediately cease:
- 4.19.1 in relation to the Shelly Bay properties, if the governance entity:

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE**

4 DEFERRED PURCHASE

- (a) gives an election notice under which it does not elect to purchase all the properties; or
 - (b) does not give an election notice in relation to the properties within the required time limit under paragraph 4.7.1; or
- 4.19.2 in relation to a non-leaseback property or a leaseback property, if the governance entity:
- (a) does not give notice of interest in relation to the property within the deferred notice period for that property; or
 - (b) gives notice of interest in relation to the property within the deferred notice period for it, but it:
 - (i) gives an election notice under which it elects not to purchase the property; or
 - (ii) does not give an election notice in relation to the property within the required time limit under paragraph 4.7.2 or 4.7.3, as the case may be; or
- 4.19.3 in relation to a leaseback property, if by the settlement date the outstanding terms for the ground lease for that property are not agreed under paragraph 4.50; or
- 4.19.4 in relation to any deferred selection property:
- (a) if the governance entity gives the land holding agency notice, at any time before an agreement for sale and purchase of the property is constituted under paragraph 4.8, that it is not interested in purchasing the property; or
 - (b) if an agreement for the sale and purchase of the property is constituted under paragraph 4.8 and the agreement is cancelled in accordance with subpart G.

TIME LIMITS

- 4.20 Time is of the essence for time limits on the Crown, a land holding agency, and the governance entity under this part.



4 DEFERRED PURCHASE

D DETERMINATION OF MARKET VALUE OF JOINT VALUATION PROPERTY

APPLICATION OF THIS SUBPART

- 4.21 This subpart applies to the determination of the market value of a joint valuation property as at the notification date.

APPOINTMENT OF REGISTERED VALUER

- 4.22 Within five business days after the notification date, the governance entity and the land holding agency must use their best endeavours to agree on, and appoint, a registered valuer.

- 4.23 If a registered valuer is not appointed under paragraph 4.22 by the required date, the governance entity and the land holding agency must, within seven business days after the notification date, request the President of the New Zealand Institute of Valuers to appoint a registered valuer as soon as practicable.

- 4.24 A jointly appointed valuer must:

4.24.1 be appointed to assess the market value of the joint valuation property; and

4.24.2 have experience in the valuation of properties similar to the property; and

4.24.3 be independent.

INSTRUCTIONS TO JOINTLY APPOINTED VALUER

- 4.25 Within five business days after the jointly appointed valuer has confirmed that he or she is able to determine the market value of the joint valuation property, the governance entity and the land holding agency must jointly instruct the valuer to determine, as at the notification date, the market value of the property.

- 4.26 The joint valuation instructions must be in the form provided in appendix 1.

VALUATION REPORT TO BE PREPARED

- 4.27 Within 50 business days after the notification date, the jointly appointed valuer must:

4.27.1 prepare, in accordance with the joint valuation instructions, a valuation report that determines, as at the notification date, the market value of the joint valuation property; and

4.27.2 provide the governance entity and the land holding agency with one copy each of the joint valuation report.

MARKET VALUE

- 4.28 The market value of the joint valuation property, as at the notification date, is as determined in the joint valuation report.

4 DEFERRED PURCHASE

**E DETERMINATION OF MARKET VALUE AND RENTAL OF A SEPARATE VALUATION
PROPERTY**

APPLICATION OF THIS SUBPART

4.29 This subpart applies to the agreement or determination, as at the notification date, of:

4.29.1 the market value of a separate valuation property; and

4.29.2 if the property is a leaseback property, its market rental for the ground lease of the property (as the lessee's improvements are not to transfer to the governance entity but remain with the land holding agency).

APPOINTMENT OF AND INSTRUCTIONS TO REGISTERED VALUERS

4.30 Within five business days after the notification date, the governance entity and the land holding agency must each:

4.30.1 appoint one registered valuer; and

4.30.2 instruct the valuer to assess, and participate in the process of determining under this subpart, as at the notification date:

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

(b) if the property is a leaseback property, its market rental for the ground lease of the property (as determined under subpart F); and

4.30.3 give the other notice of the identity of their valuer.

4.31 The separate valuation instructions must be in the form provided in appendix 2.

APPOINTMENT OF VALUATION ARBITRATOR

4.32 Within 10 business days after the notification date, the land holding agency and the governance entity must use their best endeavours to agree on and appoint one person to act, if required under paragraph 4.41, as the valuation arbitrator to determine, as at the notification date:

4.32.1 the market value of the separate valuation property; and

4.32.2 if the property is a leaseback property, its market rental.

4.33 If the valuation arbitrator is not agreed and appointed under paragraph 4.32 by the required date, the governance entity and the land holding agency must, within 15 business days after the notification date, request that the Arbitrators' and Mediators' Institute of New Zealand appoint the arbitrator as soon as is reasonably practicable.



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE**

4 DEFERRED PURCHASE

4.34 The valuation arbitrator must be suitably qualified and experienced in determining disputes about the market value of property and, if applicable, its market rental.

4.35 The valuation arbitrator is appointed when he or she confirms his or her willingness to act.

EXCHANGE OF VALUATION REPORTS

4.36 Within 45 business days after the notification date, the governance entity's valuer and the Crown's valuer must each:

4.36.1 prepare, in accordance with the separate valuation instructions received, a valuation report that assesses, as at the notification date,

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

(b) if the property is a leaseback property, its market rental; and

4.36.2 deliver that to the person who has instructed them.

4.37 The land holding agency and the governance entity may:

4.37.1 each have its valuation reports peer reviewed; and

4.37.2 require the valuer to review his or her valuation report in the light of the peer review.

4.38 Within 50 business days of the notification date:

4.38.1 the governance entity's valuer must deliver a copy of his or her separate valuation report to the land holding agency and the Crown's valuer; and

4.38.2 the Crown's valuer must deliver a copy of his or her separate valuation report to the governance entity and the governance entity's valuer.

DETERMINATION OF MARKET VALUE AND MARKET RENTAL BY ONE VALUATION REPORT

4.39 If only one separate valuation report is delivered under paragraph 4.38 by the required date:

4.39.1 the market value of the separate valuation property is as assessed in the report; and

4.39.2 if the property is a leaseback property, its market rental is as assessed in the report.

AGREED MARKET VALUE AND MARKET RENTAL

4.40 If the governance entity's, and the Crown's, valuation report, in relation to the separate valuation property are delivered under paragraph 4.38 by the required date, the governance entity and the land holding agency must use good faith reasonable endeavours to agree in writing, within 70 business days after the notification date:

4 DEFERRED PURCHASE

- 4.40.1 the market value for the property; and
- 4.40.2 if the property is a leaseback property, its market rental.

DETERMINATION OF MARKET VALUE AND RENTAL BY ARBITRATION

- 4.41 If, within 70 business days after the notification date, the market value of a separate valuation property that is not a leaseback property or, if the property is a leaseback property, its market value and/or market rental are not determined or agreed under paragraphs 4.39 or 4.40, the governance entity and the land holding agency must, within 75 business days after the notification date, refer to the valuation arbitrator the determination of:
 - 4.41.1 the market value of the property; and/or
 - 4.41.2 if applicable, its market rental.
- 4.42 An arbitration, after a referral under paragraph 4.41, is an arbitration for the purposes of the Arbitration Act 1996.
- 4.43 Within ten business days after the arbitration commencement date, the valuation arbitrator must give notice to the governance entity and the land holding agency of a meeting to be:
 - 4.43.1 attended by the governance entity, the governance entity's valuer, the land holding agency, and the Crown's valuer; and
 - 4.43.2 at a venue and time decided by the valuation arbitrator, after consulting with the governance entity and the land holding agency, but the time of the meeting must be no later than 30 business days after the arbitration commencement date.
- 4.44 By no later than 5.00pm on the day that is 5 business days before the date of the arbitration meeting, the governance entity and the land holding agency must give to the valuation arbitrator and to each other:
 - 4.44.1 the governance entity's valuation report or the Crown's valuation report, as the case may be; and
 - 4.44.2 any submission, sales and/or rental evidence, and expert evidence that the governance entity or the land holding agency intend to present at the meeting.
- 4.45 At the arbitration meeting, the valuation arbitrator must:
 - 4.45.1 establish a procedure for the meeting; and
 - 4.45.2 give the governance entity, and the land holding agency, the right to examine, cross examine, and re-examine, as appropriate:
 - (a) the governance entity's valuer or the Crown's valuer; and
 - (b) any other person giving evidence; and



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE**

4 DEFERRED PURCHASE

- 4.45.3 have regard to the requirements of natural justice.
- 4.46 No later than 50 business days after the arbitration commencement date, the valuation arbitrator must give his or her determination of the market value of the separate valuation property, and if it is a leaseback property its market rental, which must be no higher than the higher, and no lower than the lower, assessment of market value or market rental, as the case may be, contained in:
- 4.46.1 the Crown's valuation report; and
- 4.46.2 the governance entity's valuation report.

MARKET VALUE AND MARKET RENTAL

- 4.47 The market value of the separate valuation property, and if it is a leaseback property its market rental, as at the notification date, is the market value and/or market rental as:
- 4.47.1 determined under paragraph 4.39;
- 4.47.2 agreed under paragraph 4.40; or
- 4.47.3 determined by the valuation arbitrator under paragraph 4.46.



4 DEFERRED PURCHASE

F TERMS OF GROUND LEASES FOR SELECTED LEASEBACK PROPERTIES

APPLICATION OF THIS SUBPART

- 4.48 The terms of a ground lease for a selected leaseback property from the governance entity to the land holding agency are determined under this subpart (ownership of the lessee's improvements remaining with the land holding agency), except for its rental which is to be agreed or determined under subpart E.

TERMS OF GROUND LEASE IN LEASEBACK SCHEDULE

- 4.49 The terms of the land holding agency's ground lease set out in the leaseback schedule are to be used if it is the land holding agency, except that, as at the date of this deed, the terms that are in square brackets (the **outstanding terms**) are not agreed.

AGREEMENT ON OUTSTANDING TERMS

- 4.50 Immediately after the date of this deed, the governance entity and each land holding agency must commence negotiations with the purpose of using their best endeavours to sign, by no later than the settlement date, an agreement settling the outstanding terms by agreeing, in relation to each outstanding term, that it is to –

- 4.50.1 remain without change; or
- 4.50.2 be amended in an agreed way; or
- 4.50.3 be deleted.

TERMS OF GROUND LEASE

- 4.51 The ground lease for a selected leaseback property is to be on the terms of the land holding agency's ground lease set out in the schedule but with the outstanding terms as agreed by the settlement date under paragraph 4.50.

4 DEFERRED PURCHASE

G TERMS OF TRANSFER

APPLICATION OF THIS SUBPART

4.52 This subpart applies if the Crown and the governance entity are deemed under paragraph 4.8 to have entered into an agreement for the sale and purchase of a deferred selection property.

SETTLEMENT AND POSSESSION

4.53 On the DSP settlement date:

4.53.1 the Crown must:

- (a) transfer the fee simple estate in the deferred selection property to the governance entity subject to, and where applicable with the benefit of:
 - (i) the disclosed encumbrances (as they may be varied under paragraph 4.62.1) and any additional encumbrances under paragraph 4.62.2; and
 - (ii) if the property is a leasehold property, the lease to the land holding agency determined under subpart F; and
- (b) subject to paragraph 4.85, provide the governance entity with the following documents in relation to the deferred settlement property:
 - (i) a registrable transfer instrument; and
 - (ii) any other instrument in registrable form required by this part; and
 - (iii) all contracts and other documents that:
 - (aa) create unregistered rights, interests, and obligations affecting the registered proprietor's interest (but not proclamations, *Gazette* notices, and similar public notices); and
 - (bb) continue after the actual DSP settlement date; and
- (c) provide the governance entity with the keys to exterior doors, electronic door openers, and security codes to alarms to or for the deferred selection property that are in the possession of the Crown; and

4.53.2 the governance entity must pay to the Crown, by way of bank cheque drawn on a New Zealand registered bank (or by another payment method agreed by the governance entity and the landholding agency) and payable to the land holding agency, an amount equal to the market value of the property determined or agreed under subpart D or E, as the case may be, plus GST if any; and



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE**

4 DEFERRED PURCHASE

- 4.53.3 vacant possession must be given and taken of the deferred selection property, subject to:
- (a) the disclosed encumbrances in relation to the property (as they may be varied under paragraph 4.62.1); and
 - (b) any additional encumbrance under paragraph 4.62.2; and
 - (c) in the case of a leaseback property, the ground lease to the Crown.

OUTGOINGS AND INCOMINGS TO BE APPORTIONED

- 4.54 The land holding agency must, before the actual DSP settlement date, provide the governance entity with a statement calculating the amount payable by the governance entity or the Crown, as the case may be, under paragraph 4.55.
- 4.55 On the DSP actual settlement date:
- 4.55.1 the governance entity must pay the land holding agency the amount by which the outgoings (except for insurance premiums) for the deferred selection property pre-paid by the Crown in respect of a period after the actual DSP settlement date exceed the incomings received by the Crown for that period; or
 - 4.55.2 the land holding agency must pay to the governance entity the amount by which the incomings received by the Crown in respect of a period after the actual DSP settlement date exceed the outgoings (except for insurance premiums) for the deferred selection property pre-paid by the Crown for that period.
- 4.56 The governance entity is not required to take over from the land holding agency a contract of insurance in relation to the deferred selection property.

SURVEY AND REGISTRATION COSTS

- 4.57 The land holding agency must pay any survey and registration costs required to transfer the fee simple estate in the deferred selection property to the governance entity.

FIXTURES, FITTINGS, AND CHATTELS

- 4.58 The deferred selection property is to be transferred with all fixtures and fittings that, on the notification date, are owned by the land holding agency, except:
- 4.58.1 a transfer of the Wellington railway station (as defined in paragraph 4.10) excludes the excluded railway assets (as defined in paragraph 4.11.1); and
 - 4.58.2 in the case of a leaseback property, in which case ownership of all lessee's improvements remain with the land holding agency.
- 4.59 Fixtures and fittings transferred under paragraph 4.58 are to be free of any mortgage or charge.

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE**

4 DEFERRED PURCHASE

- 4.60 Chattels situated on the deferred selection property are not included in its transfer.
- 4.61 Any issue as to the ownership of, and liability for, chattels situated on the deferred selection property, or fixtures or fittings owned or installed by a person other than the Crown (including a tenant or occupant of the property, must be resolved between the governance entity and the person (without reference to the Crown).

RIGHTS AND OBLIGATIONS IN THE PRE-PURCHASE PERIOD

- 4.62 The Crown may in the pre-purchase period, with the governance entity's prior consent (which must not be unreasonably withheld or delayed):
- 4.62.1 vary a disclosed encumbrance: or
 - 4.62.2 enter into an encumbrance affecting or benefiting the deferred selection property.
- 4.63 During the pre-purchase period, the land holding agency must:
- 4.63.1 ensure the deferred selection property is maintained in substantially the same condition as the property was in at the notification date, fair wear and tear excepted; and
 - 4.63.2 obtain the prior consent of the governance entity (which must not be unreasonably withheld or delayed) before procuring a consent or providing a waiver under the Resource Management Act 1991, or other legislation, that materially affects the deferred selection property; and
 - 4.63.3 if the land holding agency carries out works, or gives specific authority in writing for works to be carried out, on the deferred selection property, comply with the obligations imposed on the Crown under the Building Act 2004 in respect of such works.
- 4.64 The land holding agency must pay the charges for electricity, gas, water, and other utilities that the Crown owes as owner of the deferred selection property until the actual DSP settlement date, except where the charges are payable by a tenant or occupant to the supplier.
- 4.65 Subject to the terms of any disclosed encumbrance in relation to the deferred selection property, the land holding agency must use reasonable endeavours to obtain permission for the governance entity (or a person authorised by it) to enter and inspect the deferred selection property on one occasion before the DSP settlement date.
- 4.66 The governance entity must comply with all reasonable conditions imposed by the land holding agency in relation to it entering and inspecting the deferred selection property under paragraph 4.65.



4 DEFERRED PURCHASE

POST SETTLEMENT OBLIGATIONS

- 4.67 If, after the actual DSP settlement date, the land holding agency receives a notice or demand in relation to the deferred selection property from the Crown, a territorial authority, or a tenant, the land holding agency will:
- 4.67.1 if it does not pay or comply with the notice or demand, promptly deliver it to the governance entity or the governance entity's solicitor; and
 - 4.67.2 if the land holding agency fails to do so, be liable for any penalty incurred.
- 4.68 Immediately after the actual DSP settlement date, the land holding agency will give notice of the transfer of the deferred selection property to the territorial authority having jurisdiction in respect of that property.

RISK AND INSURANCE

- 4.69 The deferred selection property is at the sole risk of:
- 4.69.1 the Crown, until the actual DSP settlement date; and,
 - 4.69.2 the governance entity, from the actual DSP settlement date.

DAMAGE AND DESTRUCTION

- 4.70 Paragraphs 4.71 to 4.75 apply if, before the actual DSP settlement date:
- 4.70.1 the deferred selection property is destroyed or damaged; and
 - 4.70.2 the destruction or damage has not been made good.
- 4.71 If, as a result of the destruction or damage, the deferred selection property is untenable:
- 4.71.1 the governance entity may cancel the transfer by notice in writing to the land holding agency; or
 - 4.71.2 if the property is a leaseback property, the land holding agency may cancel the transfer by notice in writing to the governance entity; and
 - 4.71.3 if neither the governance entity or the land holding agency cancel the transfer under this clause, the governance entity must complete the transfer on the condition that the land holding agency pay to the governance entity, as a partial refund of the purchase price, the amount by which the value of the deferred selection property has diminished as at the actual DSP settlement date as a result of the destruction or damage.
- 4.72 If, despite the destruction or damage, the deferred selection property is tenable, the governance entity must complete the transfer on the condition that the land holding agency pay to the governance entity, as a partial refund of the purchase price, the amount by which

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE**

4 DEFERRED PURCHASE

the value of the deferred selection property has diminished as at the actual DSP settlement date as a result of the destruction or damage.

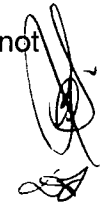
- 4.73 The governance entity or the land holding agency may give the other notice:
- 4.73.1 requiring a dispute as to the application of paragraphs 4.71 and 4.72 be determined by an arbitrator to be appointed by the President of the New Zealand Law Society; and
 - 4.73.2 after the appointment of the damage and destruction arbitrator, referring the dispute to him or her for determination under the Arbitration Act 1996.
- 4.74 If a dispute as to the application of paragraphs 4.71 and 4.72 is not determined by the DSP settlement date, transfer and possession of the deferred selection property is deferred until the fifth business day following the determination of the dispute.
- 4.75 Despite paragraph 4.74, a damage and destruction arbitrator may determine that the possession date:
- 4.75.1 is not to be deferred; or
 - 4.75.2 is to be deferred to a different day to that provided by paragraph 4.74.

AMOUNT PAYABLE NOT AFFECTED

- 4.76 The amount payable by the governance entity under this part for the deferred selection property will not be affected by either or both of the following:
- 4.76.1 a variation to a disclosed encumbrance under paragraph 4.62.1; or
 - 4.76.2 a new encumbrance entered into by the Crown under paragraph 4.62.2.

BOUNDARIES AND TITLE

- 4.77 The Crown is not required to point out the boundaries of the deferred selection property.
- 4.78 If the deferred selection property is subject only to the disclosed encumbrances (as they may be varied under clause 4.62.1), any additional encumbrance under paragraph 4.62.2, and if the property is a leaseback property the ground lease to the land holding agency, the governance entity:
- 4.78.1 will be treated as having accepted the Crown's title to the property as at the actual DSP settlement date; and
 - 4.78.2 may not make any objections to, or requisitions on, it.
- 4.79 Any error, omission, or misdescription of the deferred selection property or its title shall not annul the transfer of the deferred selection property.



4 DEFERRED PURCHASE

FENCING

4.80 The Crown:

4.80.1 is not liable to pay for, or contribute towards, the expense of erecting or maintaining a fence between the deferred selection property and any contiguous land of the Crown (unless the Crown requires the fence); and

4.80.2 may require a fencing covenant to this effect in a transfer of the deferred selection property.

4.81 Paragraph 4.80 will not continue for the benefit of any purchaser from the Crown of the contiguous land.

DISCLOSURE INFORMATION

4.82 The Crown warrants to the governance entity that the disclosure information in relation to the deferred selection property is, as at the date the information is provided under paragraph 4.6.1, all the material information that relates to the deferred selection property of which the land holding agency is aware, having:

4.82.1 inspected its records but not made enquiries beyond its records but; and in particular

4.82.2 not undertaken a physical inspection of the deferred selection property.

4.83 Except as provided in paragraph 4.82, the Crown gives no representation or warranty, whether express or implied, and does not accept any responsibility, with respect to:

4.83.1 the deferred selection property including as to its ownership, management, occupation, physical condition, use or, compliance with:

(a) any legislation including by-laws; or

(b) any enforcement or other notice, requisition, or proceedings issued by any authority; or

4.83.2 the completeness or accuracy of the disclosure information.

4.84 The governance entity acknowledges that, although the Crown is not giving any representation or warranty in relation to the deferred selection property, except as provided in paragraph 4.82, the governance entity had the opportunity prior to the DSP settlement date, in addition to being able to examine the disclosure information, to:

4.84.1 inspect the property; and

4.84.2 determine its state and condition.



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE**

4 DEFERRED PURCHASE

DELAYED TRANSFER OF LEGAL TITLE

4.85 If all the land comprising the deferred selection property is not all of the land contained in a computer freehold register or registers, the Crown covenants for the benefit of the governance entity that it will:

4.85.1 arrange for the creation of a computer freehold register or registers for all that land; and

4.85.2 transfer title to the deferred selection property, as soon as is reasonably practicable, but no later than five years after the actual DSP settlement date.

4.86 The covenant given by the Crown under paragraph 4.85 has effect and is enforceable, despite:

4.86.1 being positive in effect; and

4.86.2 there being no dominant tenement.

4.87 If paragraph 4.85 applies then, for the period from the actual DSP settlement date until the date that the Crown transfers the title to the deferred selection property to the governance entity:

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

4.87.2 all obligations and rights will be performed and arise as if full legal title had passed to the governance entity on the actual DSP settlement date; and

4.87.3 the governance entity may not serve a settlement notice under paragraph 4.103.

INTEREST

4.88 If for any reason (save the default of the Crown) all or any of the market value, or any other monies, payable by the governance entity to the land holding agency in relation to the deferred selection property are not paid on the DSP settlement date:

4.88.1 the land holding agency is not required to give possession of the property to the governance entity; and

4.88.2 the governance entity must pay the land holding agency default interest at the rate of 12% per annum on all the unpaid moneys (plus GST if any) for the period from the DSP settlement date to the actual DSP settlement date.

4.89 Paragraph 4.88 is without prejudice to any other rights or remedies available to the Crown at law or in equity.



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE**

4 DEFERRED PURCHASE

SETTLEMENT NOTICE

- 4.90 If, without the written agreement of the governance entity and the land holding agency, settlement is not effected on the DSP settlement date then:
- 4.90.1 either the land holding agency or the governance entity may at any time after the DSP settlement date serve notice on the other (a **settlement notice**) requiring the other to effect settlement; but
- 4.90.2 the settlement notice is effective only if the party serving it is:
- (a) ready, able, and willing to effect settlement in accordance with the settlement notice; or
- (b) not ready, able, and willing to effect settlement only by reason of the default or omission of the other party; and
- 4.90.3 upon service of a settlement notice, the party on which it is served must effect settlement within 10 business days after the date of service (excluding the date of service); and
- 4.90.4 time is of the essence under paragraph 4.90.3; and
- 4.90.5 if the party in default does not comply with the terms of a settlement notice, the other party may cancel the agreement constituted by paragraph 4.8.
- 4.91 Paragraph 4.90, and the exercise of rights under it, is without prejudice to any other rights or remedies, whether in law, at equity or otherwise, that the party not in default may have.

MISCELLANEOUS

Further assurances

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

Non-merger

- 4.93 On transfer of the deferred selection property to the governance entity:
- 4.93.1 the provisions of this subpart will not merge; and
- 4.93.2 to the extent any provision of this subpart has not been fulfilled, it will remain in force.



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: PROVISIONS SCHEDULE

4 DEFERRED PURCHASE

H DEFERRED SELECTION PROPERTIES

Land holding agency	Property name	Legal description	Address	Valuation
SHELLY BAY PROPERTIES				
New Zealand Defence Force	Shelly Bay Defence Property – Offices, Accommodation and Married Quarters	0.8049 hectares more or less being Sections 8 and 9 SO 339948. All CFR 205722 2.9427 hectares more or less being Section 1 SO 37849. All GN B654821.1.		Separately valued
New Zealand Defence Force	Shelly Bay Defence Property – Base Commander's house	1.2969 hectares more or less being Part Lot 3 DP 3020 and Section 2 SO 339948. All CFR 223338.		Separately valued
New Zealand Defence Force	Shelly Bay Wharves			Separately valued
Department of Corrections	Surplus Corrections land adjoining Wellington Prison	2.8624 hectares more or less being Part Section 20 Watts Peninsula District. All CFR WN46B/925.		Separately valued

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: PROVISIONS SCHEDULE

4 DEFERRED PURCHASE

Land holding agency	Property name	Legal description	Address	Valuation
NON-LEASEBACK PROPERTIES				
Office of Treaty Settlements	Part Korokoro School (vacant residential section)	0.8370 hectares more or less being Lot 2 DP 327546. All CFR 112043.	Korokoro Road, Lower Hutt	Jointly valued
Office of Treaty Settlements	Former Woodhatton Primary School (closed)	1.7530 hectares more or less being Lot 1 DP 328964. All CFR 118246.	Wood Street, Wainuiomata	Separately valued
Office of Treaty Settlements	Petone College (closed school)	3.3031 hectares more or less being Section 2 SO 327922. All CFR 355528	29 North St (also known as 25-28 Graham St)	Separately valued
Office of Treaty Settlements	Kelburn Health property	0.0433 hectares more or less being Lot 1 DP 9340. All CFR WN5D/349.	1A Gladstone Terrace	Jointly valued
Office of Treaty Settlements	Kelburn Health property	0.0740 hectares more or less being Lot 2 DP 11429. All CFR WN54C/23.	35 Salamanca Road	Jointly valued
Office of Treaty Settlements	Kelburn Health property	0.2297 hectares more or less being Lots 10, 11, 12, 22 and 23 DP 6205 and Part Sections 1262 and 1254 Town of Wellington. All CFR WN6B/195	37-41 Salamanca Road	Jointly valued
Office of Treaty Settlements	Kaumatua Flats	0.1895 hectares more or less being Lot 1 DP 57961. All CFR WN27B/978.	12 Wellington Road, Lower Hutt	Jointly valued
Office of Treaty Settlements	Kaumatua Flats	0.1069 hectares more or less being Lot 86 DP 15344. All CFR WN41D/758.	138 Whites Line East, Lower Hutt	Jointly valued
Office of Treaty Settlements	Vacant Transit Land alongside Wellington Motorway	0.0102 hectares more or less being Lot 2 DP 303746. All CFR 14970. 0.1265 hectares more or less being Lot 2 DP 381 133. All CFR 325158.	13 Parliament St and 107 Hill St	Jointly valued
Office of Treaty Settlements	Vacant land in Seatoun	0.1044 hectares more or less being Lot 2 DP 352046. All CFR 213488.	11 Ventnor St, Seatoun	Jointly valued
Office of Treaty Settlements	Ministerial Services	0.0579 hectares more or less being Lot 22 Block III DP 1197. All CFR WN37D/634.	9 Central Terrace	Jointly valued
Office of Treaty Settlements	Former Petone Fire Station	0.1232 hectares more or less being Lots 173 and 174 and Part Lot 175 DP 1232 and Lot 42 DP 1533. All CFR WN39A/325.		Separately valued

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: PROVISIONS SCHEDULE

4 DEFERRED PURCHASE

Land holding agency	Property name	Legal description	Address	Valuation
Office of Treaty Settlements	Former CYFS House - Seven bedroom house	0.2481 hectares more or less being Lot 1 DP 72224. All CFR WN40D/247.	116 Naenae Road, Lower Hutt	Jointly valued
Ontrack	Wellington Railway Station and Social Hall Building and underlying land	0.8630 hectares approximately being Part Lot 1 DP 10550. Part CFR WN53C/751. (Wellington Railway Station) Subject to final survey 0.0570 hectares approximately being Part Lot 1 DP 10550. Part CFR WN53C/751. (Railway Social Hall) Subject to final survey		Separately valued

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: PROVISIONS SCHEDULE

4 DEFERRED PURCHASE

Land holding agency	Property name	Legal description	Address	Valuation	Value of property for purposes of paragraph 4.4.2
LEASEBACK PROPERTIES					
Archives New Zealand	National Archives	0.5466 hectares more or less being Section 1257 Town of Wellington. All CFR WN34D/86.	10 Mulgrave Street	Separately valued	\$16,700,000
Ministry of Education	Hutt Valley High School	0.0638 hectares more or less being Lot 2 DP 8552. All CFR WN391/52. 0.0637 hectares more or less being Lot 5 DP 8552. All Proc 1909. 0.0624 hectares more or less being Lot 6 DP 8552. All CFR WN415/167. 6.9153 ha more or less being Part Lot 2 DP 302798. Balance CFR 10779.		Separately valued	\$9,250,000
Ministry of Education	Northland School	0.4300 hectares more or less being Section 73 Karori District. All CFR WNC4/962.	14 Harbour View Road	Separately valued	\$1,525,000
Ministry of Education	Wellington Girls College	1.3284 hectares more or less being Section 16 Kaiwharawhara District. All CFR WNC4/964. 0.0273 hectares more or less being Part Section 584 Town of Wellington. All Proc 4947. 0.0356 hectares more or less being Lots 1, 2 and 3 DP 6786. All Proc 3803. 0.2795 hectares more or less being Part Section 595 Town of Wellington. All CFR WN287/169. 0.2023 hectares more or less being Part Reserve 2 Town of Wellington. All CFR WN1/205. 0.0840 hectares more or less being Part Lot 1 Plan A/1655. Balance Proc 3545. 0.0964 hectares more or less being Part Lot 1 Plan A/1655. All Proc 3559. 0.0026 hectares more or less being Part Section 595 Town of Wellington. All Gazette 1963 page 295.	Pipitea Street	Separately valued	\$13,800,000

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: PROVISIONS SCHEDULE

4 DEFERRED PURCHASE

Land holding agency	Property name	Legal description	Address	Valuation	Value of property for purposes of paragraph 4.4.2
		<p>0.1037 hectares more or less being Part Reserve 2 Town of Wellington. All Proc 516721.</p> <p>0.0961 hectares more or less being Part Reserve 2 Town of Wellington. All Proc 4931.</p> <p>0.1662 hectares more or less being Part Sections 585, 586 and 595 Town of Wellington. All CFR WN401/294.</p> <p>0.0195 hectares more or less being Lot 1 DP 6748. All GN 769737.</p> <p>0.0200 hectares more or less being Lot 2 DP 6748. All GN 781992.1.</p> <p>0.0357 hectares more or less being Lot 9 DP 861. All GN 816120.</p> <p>0.0486 hectares more or less being Part Lots 1 and 8 DP 861. All GN 843902.</p> <p>0.0271 hectares more or less being Part Lots 1, 2 and 8 DP 861. All Proc 5205.</p> <p>0.0483 hectares more or less being Part Lots 1 and 2 DP 861. All GN 784567.</p> <p>0.0843 hectares more or less being Closed Road as shown on SO 25534. All Proc 575531.</p> <p>0.0329 hectares more or less being Lot 1 DP 808. All Proc 5178.</p> <p>0.1752 hectares more or less being Lot 1 DP 10348, Parts Lot 2 DP 9787, Part Lot 1 Plan A/1202 and Lot 1 DP 9787. All GN 857207.</p> <p>0.0169 hectares more or less being Part Section 585 Town of Wellington. All Proc 4544.</p> <p>0.0156 hectares more or less being Lot 1 Deeds Plan 590. All Proc 450145.</p> <p>0.0112 hectares more or less being Lot 2 Deeds Plan 590. All Proc 5353.</p> <p>0.0120 hectares more or less being Lot 3 Deeds Plan 590. All Proc 474444.</p> <p>0.0117 hectares more or less being Lot 4 Deeds Plan 590. All Proc 476855.</p> <p>0.0118 hectares more or less being Lot 5 Deeds Plan 590. All Proc 479955.</p> <p>0.0117 hectares more or less being Lot 6 Deeds Plan 590. All CFR WN562/149.</p> <p>0.0115 hectares more or less being Lot 7 Deeds Plan 590. All CFR WN560/79.</p>			

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: PROVISIONS SCHEDULE

4 DEFERRED PURCHASE

Land holding agency	Property name	Legal description	Address	Valuation	Value of property for purposes of paragraph 4.4.2
Ministry of Education	Te Aro School	1.0891 hectares more or less being Section 434 and Part Sections 432 and 433 Town of Wellington. Balance GN B492166.2.	The Terrace	Separately valued	\$8,200,000
Ministry of Justice	Wellington High Court	0.2315 hectares more or less being Section 1 SO 35741. All CFR WN43B/185. 0.0989 hectares more or less being Section 2 SO 35741. All CFR WN43B/186.	2 Molesworth St	Separately valued	\$15,300,000
Ministry of Justice	Wellington District Court	0.1641 hectares more or less being Sections 1, 2 and 3 Block VI Thorndon Reclamation and Lot 1 DP 6634. All CFR WN41D/189.	43 Ballance St	Separately valued	\$24,800,000
National Library	National Library	0.5566 hectares more or less being Section 2 SO 36509. All CFR WN39D/608.	58 Molesworth St	Separately valued	\$27,600,000
New Zealand Police	Electronics workshop	0.0110 hectares more or less being Section 1 SO 24543. Balance GN 553232. 0.1562 hectares more or less being Lots 9, 10, 11, 13, 14, 15, 16 and 18 and Part Lots 8, 12 and 17 DP 1776. All GN 556430.	72 Adelaide Rd, Newtown	Separately valued	\$270,000
New Zealand Police	Eastbourne Police Station	0.2142 hectares more or less being Lots 5 and 6 DP 1679. All CFR WN234/218.	117-119 Muritai Road	Separately valued	\$1,075,000
New Zealand Police	Petone CPC	0.1075 hectares more or less being Part Section 6 Hutt District. All GN B285810.1.	27a Jackson Street	Separately valued	\$770,000
New Zealand Police	Wainuiomata Police Station	0.1089 hectares more or less being Lots 18 and 19 DP 17210 and Lots 1 and 2 DP 25430. All GN 665194.1.	3 Fitzherbert Road	Separately valued	\$195,000

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: PROVISIONS SCHEDULE

4 DEFERRED PURCHASE

Land holding agency	Property name	Legal description	Address	Valuation	Value of property for purposes of paragraph 4.4.2
Ontrack	Land between Railway Station and Waterloo Quay	0.0465 hectares more or less being Lot 3 DP 11169. All CFR WN40A/558.	69-71 Waterloo Quay	Separately valued	\$840,000
Ontrack	Land between Railway Station and Waterloo Quay	0.1178 hectares more or less being Lot 33 DP 80544. All CFR WN47A/801.	73-79 Waterloo Quay	Separately valued	\$1,880,000
Ontrack	Land between Railway Station and Waterloo Quay	0.0775 hectares more or less being Lot 39 DP 79376. All CFR WN45D/804.	61-67 Waterloo Quay	Separately valued	\$1,350,000

4 DEFERRED PURCHASE

APPENDIX 1

[Note: These instructions may be modified to apply to more than one joint valuation property.]

Valuation instructions to a jointly appointed valuer for a joint valuation property

INTRODUCTION

The Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) deed of settlement dated [] (the deed) gives the Port Nicholson Block Settlement Trust (the governance entity) the right to purchase properties from the Crown.

This right is given by part 4 of the provisions schedule to the deed (part 4).

The governance entity has given the Crown (the land holding agency) a notice of interest in the following property:

[describe the property including its legal description]

DEED ENCLOSED

A copy of the deed is enclosed.

Your attention is drawn to part 4. All references to subparts or paragraphs in this letter are to subparts or paragraphs of part 4.

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

The property is a joint valuation property for the purposes of part 4. Subpart D applies to the valuation of joint valuation properties.

VALUATION REQUIRED

The governance entity and the land holding agency require you to undertake a valuation to assess the market value of the property as at the date the land holding agency received the notice of interest from the governance entity. That date was *[date]* (the valuation date).

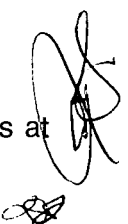
The market value of the property assessed by you (plus GST if any) will be the market value at which the governance entity may elect to purchase the property under part 4.

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

REQUIREMENTS FOR THE VALUATION

Our requirements for your valuation are as follows:

1. You are to assume that:
 - (a) the property is a current asset and was available for immediate sale as at the valuation date; and



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE**


4 DEFERRED PURCHASE

- (
- (b) all statutory and regulatory processes imposed on the Crown to dispose of the property have been met.
2. The effective date of your valuation is the valuation date.
3. Your valuation is to:
- (a) be on the basis of market value as defined in the International Valuation Standards contained in the Property Institute of New Zealand Professional Practice (Fifth Edition); and
 - (b) take into account:
 - (i) any encumbrances, interest, or other matter affecting or benefiting the property as are noted on its title on the valuation date; and
 - (ii) the attached disclosure information (which is the information given to the governance entity by the land holding agency about the property under paragraph 4.6.1, including the disclosed encumbrance information) but not a claim by, or on behalf of, Taranaki Whānui ki Te Upoko o Te Ika in relation to the property; and
 - (iii) the terms of transfer set out in subpart G (which will apply to a purchase of the property by the governance entity).

REQUIREMENTS FOR YOUR VALUATION REPORT

We require a full valuation report in accordance with the Property Institute of New Zealand Professional Practice (Fifth Edition), including:

- (
- an executive summary containing:
 - o a summary of the valuation along with key valuation parameters;
 - o a summary of key issues affecting value;
 - an assessment of the market value (exclusive of GST) of the property as at the valuation date;
 - compliance with the minimum requirements as set out in section 5 of the International Valuation Standard 1 Market Value Basis of Valuation, and other relevant standards, insofar as they are consistent with subpart D;
 - a clear definition of the distinction between the land value and the value of improvements;
 - a clear statement as to the impact (if any) of the disclosed encumbrance information;
 - details of your assessment of the highest and best use of the property;
 - comment on the rationale of likely purchasers of the property;



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE**

4 DEFERRED PURCHASE

- full details of the approaches to value and a clear identification of the key variables which in your opinion have a material impact on the valuation;
- a detailed description of improvements;
- attaching appendices setting out:
 - o a statement of valuation methodology and policies; and
 - o relevant market and sales information.

ACCEPTANCE OF THESE INSTRUCTIONS

By accepting these instructions, you acknowledge that you will prepare and provide a valuation report to the governance entity and the land holding agency no later than 50 business days after the valuation date.

OPEN AND TRANSPARENT VALUATION

The governance entity and the land holding agency intend this valuation to be undertaken in an open and transparent manner, and for all dealings and discussions to be undertaken in good faith.

In particular, you must copy any questions you have or receive with regard to the property, together with the responses, to the governance entity and the land holding agency.



4 DEFERRED PURCHASE

APPENDIX 2

[Note: These instructions may be modified to apply to more than one separate valuation property. The references to the determination of market rental must be deleted if the property is not a leaseback property.]

Valuation instructions to the governance entity's or the Crown's valuer for a separate valuation property

INTRODUCTION

The Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) deed of settlement dated [] (the deed) gives the Port Nicholson Block Settlement Trust (the governance entity) the right to purchase properties from the Crown.

This right is given by part 4 of the provisions schedule to the deed (part 4).

The governance entity has given the Crown (the land holding agency) a notice of interest in the following property:

[describe the property including its legal description]

DEED ENCLOSED

A copy of the deed is enclosed.

Your attention is drawn to part 4. All references to subparts or paragraphs in this letter are to subparts or paragraphs of part 4.

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

The property is a separate valuation property for the purposes of part 4. Subpart E applies to the valuation of separate valuation properties.

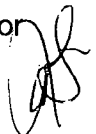
VALUATION REQUIRED

You are required to undertake a valuation to assess the market value of the property as at the date the land holding agency received the notice of interest from the governance entity. That date was [date] (valuation date). [You are also required to assess the market rental of the property as at the valuation date.]

Another registered valuer will be required by [the land holding agency][the governance entity][delete one] to assess the market value of the property [,and its market rental,] at the valuation date.

The two valuations are to enable the market value of the property [, and its market rental,] to be determined either:

- (a) by agreement between the land holding agency and the governance entity; or
- (b) by arbitration.



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE**

4 DEFERRED PURCHASE

You are to:

- (a) before inspecting the property, agree with the other valuer:
 - (i) the valuation method applicable to the property; and
 - (ii) the comparable sales [,and market rentals,] to be used in determining the value of the property; and
- (b) inspect the property together with the other valuer; and
- (c) attempt to resolve any matters arising from your inspections by the following day; and
- (d) within 50 business days of the notification date, deliver a copy of your valuation report to us, the other valuer, and the [land holding agency][the governance entity][*delete one*]; and
- (e) within 55 business days of the notification date:
 - (i) prepare an independent analysis of both valuation reports to assist the governance entity and the land holding agency to agree a market value for the property; and
 - (ii) give your analysis to us and the other valuer; and
- (f) participate in any arbitration process required under subpart E to determine the market value [, and the market rental,] of the property.

REQUIREMENTS FOR YOUR VALUATION

Our requirements for your valuation are as follows:

- 1. You are to assume that:
 - (a) the property is a current asset and was available for immediate sale as at the valuation date; and
 - (b) all statutory and regulatory processes imposed on the Crown to dispose of the property have been met.
- 2. The effective date of your valuation is the valuation date.
- 3. The valuation is to:
 - (a) assess market value on the basis of market value as defined in the International Valuation Standards contained in the Property Institute of New Zealand Professional Practice (Fifth Edition); and
 - (b) assess market rental as the amount, exclusive of GST, and expressed as an annual payment, at which the land only of the property would lease (as the lessee's improvements are not transferring to the governance entity) subject to specific lease terms and conditions, between a willing lessor and a willing

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE**

4 DEFERRED PURCHASE

lessee, in an arm's length transaction, if the parties to the transaction had each acted knowledgeably, prudently, and without compulsion; and

- (c) take into account:
- (i) any encumbrances, interest, or other matter affecting or benefiting the property as are noted on its title on the valuation date;
 - (ii) the attached disclosure information (which is the information given to the governance entity by the land holding agency about the property under paragraph 4.6.1, including the disclosed encumbrance information) but not a claim by, or on behalf of, Taranaki Whanui ki Te Upoko o Te Ika in relation to the property; and
 - (iii) the terms of transfer set out in subpart G (which will apply to a purchase of the property by the governance entity); and
 - (iv) if the property is a leaseback property, the lease terms for the ground lease of the property (as the lessee's improvements are not transferring to the governance entity); and
- (d) if the property is a leaseback property, take no account of the value for that property provided in column 6 of subpart H of part 4 in relation to the property.

REQUIREMENTS FOR THE VALUATION REPORT

A full valuation report in accordance with the Property Institute of New Zealand Professional Practice (Fifth Edition) is required, including:

- an executive summary containing:
 - o a summary of the valuation along with key valuation parameters;
 - o a summary of key issues affecting value;
- an assessment of the market value (exclusive of GST) of the property [, and its market rental,] as at the valuation date;
- compliance with the minimum requirements as set out in section 5 of the International Valuation Standard 1 Market Value Basis of Valuation and other relevant standards, insofar as they are consistent with subpart E;
- a clear definition of the distinction between the land value and the value of improvements;
- a clear statement as to the impact (if any) of the disclosed encumbrance information;
- details of your assessment of the highest and best use of the property;
- comment on the rationale of likely purchasers [,and tenants,] of the property;
- full details of the approaches to value and a clear identification of the key variables which in your opinion have a material impact on the valuation;

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE**

4 DEFERRED PURCHASE

- a detailed description of improvements;
- attaching appendices setting out:
 - o a statement of valuation methodology and policies; and
 - o relevant market and sales information.

ACCEPTANCE OF THESE INSTRUCTIONS

By accepting these instructions, you acknowledge that you will prepare and deliver the valuation report by no later 50 business days after the valuation date.

OPEN AND TRANSPARENT VALUATION

The governance entity and the land holding agency intend this valuation to be undertaken in an open and transparent manner, and for all dealings and discussions to be undertaken in good faith.

In particular, you must copy any questions you have or receive with regard to the property, together with the responses, to the governance entity and the land holding agency.



5 TAX

STATEMENT OF AGREED TAX PRINCIPLES

5.1 The parties agree that:

5.1.1 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; or
- (c) a dutiable gift for gift duty purposes; and

5.1.2 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

5.1.3 the transfer of each:

- (a) deferred selection property; and
- (b) RFR land,

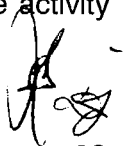
in accordance with the terms of this deed is a taxable supply for GST purposes and furthermore neither the exercise by the governance entity of rights to acquire such properties (to the extent such rights apply) nor the acquisition of such properties by the governance entity is subject to indemnification for tax by the Crown under this deed; and

5.1.4 interest paid by the Crown under this deed (including amounts that are referred to in clause 8.9) is either assessable income or exempt income, for income tax purposes, depending on the recipient's status for income tax purposes; and the receipt or payment of that interest is not subject to indemnification for tax by the Crown under this deed; and

5.1.5 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

5.1.6 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).



5 TAX

ACKNOWLEDGEMENTS

5.2 To avoid doubt, the parties acknowledge:

5.2.1 that the tax indemnities given by the Crown in this part, and the principles and acknowledgements in paragraphs 5.1 and 5.2:

- (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

5.2.2 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

5.2.3 paragraph 5.2.2 does not:

- (a) extend to an obligation of the Crown in respect of the deferred selection properties or the RFR land; or
- (b) affect an obligation of the governance entity to pay the purchase price relating to a deferred selection property or any RFR land; and

5.2.4 without limiting paragraph 5.2.2, 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

5.2.5 without limiting paragraph 5.2.2, 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 5.2.1), the payment of those amounts and the bearing of those costs is not subject to indemnification for tax by the Crown under this deed.



5 TAX

ACT CONSISTENT WITH TAX PRINCIPLES

- 5.3 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 5.1 and 5.2.

MATTERS NOT TO BE IMPLIED FROM TAX PRINCIPLES

- 5.4 Nothing in paragraph 5.1 is intended to suggest or imply that:
- 5.4.1 the payment, credit, or transfer of redress, or an indemnity payment, by the Crown to the governance entity is chargeable with GST; or
 - 5.4.2 if the governance entity is a charitable trust or other charitable entity:
 - (a) the payments, properties, interests, rights, or assets the governance entity receives or derives from the Crown under this deed are received or derived other than exclusively for charitable purposes; or
 - (b) the governance entity derives or receives amounts other than as exempt income for income tax purposes; or
 - 5.4.3 gift duty is imposed on any payment to, or transaction with, the governance entity under this deed.

INDEMNITY FOR GST IN RESPECT OF REDRESS AND INDEMNITY PAYMENTS

Redress provided exclusive of GST

- 5.5 If and to the extent that:
- 5.5.1 the payment, credit, or transfer of redress; or
 - 5.5.2 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

- 5.6 If and to the extent that:
- 5.6.1 the payment, credit, or transfer of redress; or
 - 5.6.2 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,

5 TAX

credited, or transferred and/or the indemnity payment is made, the Crown will, on demand in writing, indemnify the governance entity for that GST.

INDEMNITY FOR INCOME TAX IN RESPECT OF REDRESS AND INDEMNITY PAYMENTS

5.7 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:

5.7.1 the payment, credit, or transfer of redress; or

5.7.2 an indemnity payment;

from the Crown is treated as, or as giving rise to, assessable income of the governance entity for income tax purposes.

INDEMNITY FOR GIFT DUTY IN RESPECT OF CULTURAL REDRESS AND THE RIGHT TO PURCHASE CERTAIN PROPERTIES

5.8 The Crown agrees to pay, and to indemnify the governance entity against any liability that the governance entity has in respect of, any gift duty assessed as payable by the Commissioner of Inland Revenue in respect of the payment, credit, or transfer by the Crown to the governance entity of:

5.8.1 any cultural redress; or

5.8.2 the right to purchase any deferred selection property; or

5.8.3 the right of first refusal to purchase any RFR land.

DEMANDS FOR INDEMNIFICATION

Notification of indemnification event

5.9 Each of:

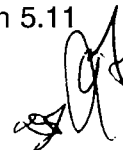
5.9.1 the governance entity; and

5.9.2 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

5.10 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 5.11 and may be made at any time, and from time to time, after the settlement date.



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE**

5 TAX

When demands are to be made

5.11 Except:

5.11.1 with the written agreement of the Crown; or

5.11.2 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

5.12 Without limiting paragraph 5.9, a demand for indemnification by the governance entity under this part must be accompanied by:

5.12.1 appropriate evidence (which may be a 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

5.12.2 where the demand is for indemnification for GST, if the Crown requires, an appropriate GST tax invoice.

Repayment of amount on account of tax

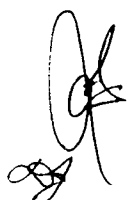
5.13 If payment is made by the Crown on account of tax to the governance entity or the Commissioner of Inland Revenue (for the account of the governance entity) and it is determined or held that no such tax (or an amount of tax that is less than the payment which the Crown made on account of tax) is or was payable or properly assessed, to the extent that the governance entity:

5.13.1 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

5.13.2 has been refunded the amount of the payment by the Inland Revenue Department; or

5.13.3 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.



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE**

5 TAX

Payment of amount on account of tax

- 5.14 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:
- 5.14.1 the “due date” for payment of that amount to the Inland Revenue Department under the applicable tax legislation; or
 - 5.14.2 the next business day following receipt by the governance entity of that payment from the Crown.

Payment of costs

- 5.15 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:
- 5.15.1 any demand for indemnification of the governance entity under or for the purposes of this part; and
 - 5.15.2 any steps or actions taken by the governance entity in accordance with the Crown’s requirements under paragraph 5.17.

DIRECT PAYMENT OF TAX: CONTROL OF DISPUTES

- 5.16 Where any liability arises to the Crown under this part, the following provisions also apply:
- 5.16.1 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
 - 5.16.2 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
 - 5.16.3 the Crown reserves the right to:
 - (a) nominate and instruct counsel on behalf of the governance entity whenever it exercises its rights under paragraph 5.16.2; and

5 TAX

- (b) recover from the Commissioner of Inland Revenue the amount of any tax paid and subsequently held to be refundable.

RULINGS, APPLICATIONS

- 5.17 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

- (5.18 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;

gift duty means gift duty imposed under the Estate and Gift Duties Act 1968 and includes any interest or penalty payable in respect of, or on account of, the late or non-payment of, gift duty;

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;

(**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.

- 5.19 In the interpretation of this Part 5, 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.



6 NOTICE

APPLICATION OF THIS PART

6.1 Unless otherwise provided in this deed or a settlement document, this part applies to notices under this deed or a settlement document to or by:

6.1.1 Taranaki Whānui ki Te Upoko o Te Ika; or

6.1.2 the governance entity; or

6.1.3 the Crown.

REQUIREMENTS

6.2 A notice must be:

In writing and signed

6.2.1 in writing and signed by the person giving it (but, where the trustees for the time being of a trust are the governance entity, the notice is effective if a minimum of three of the trustees sign it); and

Addressed

6.2.2 addressed to the recipient at its address or facsimile number as provided:

(a) in part 1 of this schedule; or

(b) if the recipient has given notice of a new address or facsimile number, as provided in the most recent notice of a change of address or facsimile number; and

Delivered

6.2.3 given by:

(a) delivering it by hand to the recipient's address; or

(b) posting it in an envelope with pre-paid postage addressed to the recipient's address; or

(c) by faxing it to the recipient's facsimile number.

TIMING

6.3 A notice is to be treated as having been received:

6.3.1 at the time of delivery, if delivered by hand; or



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE**

6 NOTICE

- 6.3.2 on the second day after posting, if given by pre-paid post; or
- 6.3.3 on the day of transmission, if faxed; but
- 6.3.4 on the next business day, if under paragraphs 6.3.1 – 6.3.3 it is treated as having been received after 5pm on a business day or on a non-business day.



7 GENERAL PROVISIONS

THIS DEED WITHOUT PREJUDICE UNTIL UNCONDITIONAL

- 7.1 Until this deed becomes unconditional after the satisfaction of the conditions under clause 7.1 of the deed, it:
- 7.1.1 is entered into on a “without prejudice” basis; and
 - 7.1.2 in particular, may not be used as evidence in any proceedings before, or presented to, a court, tribunal (including the Waitangi Tribunal), or other judicial body.
- 7.2 Paragraph 7.1 does not exclude any jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed.
- 7.3 Despite clause 7.1 of the deed, the following provisions are binding from the date of this deed:
- 7.3.1 clauses 7.1 to 7.3, and 7.7 to 7.10, of the deed;
 - 7.3.2 part 4 of this schedule so far as it applies to the Shelly Bay properties and subpart F of part 4 of this schedule; and
 - 7.3.3 parts 6, 7 and 8 of this schedule.

ENTIRE AGREEMENT

- 7.4 This deed and the settlement documents:
- 7.4.1 constitute the entire agreement in relation to the matters in each of them; and
 - 7.4.2 supersede all earlier negotiations, representations, warranties, understandings and agreements in relation to the matters in each of them including the terms of negotiation and the agreement in principle; but
 - 7.4.3 do not supersede the Treaty of Waitangi.

NO WAIVER OR ASSIGNMENT

- 7.5 Except as provided in this deed or a settlement document:
- 7.5.1 a failure, delay, or indulgence in exercising a right or power under this deed, or a settlement document, does not operate as a waiver of that right or power; and
 - 7.5.2 a single, or partial, exercise of a right or power under this deed, or a settlement document, does not preclude:
 - (a) a further exercise of that right or power; or



7 GENERAL PROVISIONS

(b) the exercise of another right or power; and

7.5.3 a person may not transfer or assign a right or obligation under this deed or a settlement document.



8 DEFINED TERMS AND INTERPRETATION

DEFINED TERMS

8.1 In this deed:

agreement in principle has the meaning given to it in clause 1.7.2;

area of interest means the area that Taranaki Whānui ki Te Upoko o Te Ika identify as their area of interest, as set out in part 7 of the documents schedule;

authorised person in relation to:

- (a) a cultural redress property, has the meaning given to the term by clause 2.56(7) of the draft bill; and
- (b) a commercial redress property, has the meaning given to the term by clause 3.2(5) of the draft bill;

business day means the period from 9am to 5pm on a day other than:

- (a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign's Birthday, and Labour Day; or
- (b) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; or
- (c) the day observed as the anniversary of the province of Wellington;

cash settlement amount means the sum of \$23,138,000 payable to the governance entity under clause 6.1;

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

Crown has the meaning given to it in section 2(1) of the Public Finance Act 1989;

Crown body means:

- (a) a Crown entity; or
- (b) a State enterprise; or
- (c) the New Zealand Railways Corporation; or
- (d) a company or body, that is wholly-owned or controlled by any one or more of the following:
 - (i) the Crown;
 - (ii) a Crown entity;
 - (iii) a State enterprise;
 - (iv) the New Zealand Railway Corporation; and



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE

8 DEFINED TERMS AND INTERPRETATION

- (e) a subsidiary of, or related company to, a company or body referred to in paragraph (d);

Crown entity has the meaning given to it in section 7(1) of the Crown Entities Act 2004;

cultural redress means the redress to be provided under part 5 of the deed and the settlement legislation giving effect to that part;

cultural redress property means each site described in schedule 2 of the draft bill;

date of this deed means the date this deed is signed by Taranaki Whānui ki Te Upoko o Te Ika and the Crown;

deed and deed of settlement means this deed of settlement between Taranaki Whānui ki Te Upoko o Te Ika, the trustees of the Port Nicholson Block Settlement Trust and the Crown, including:

- (a) the deed, this schedule, the documents schedule (including the draft bill) the RFR land schedule, the leaseback schedule and any attachment to the deed or a schedule; and
- (b) every amendment to the deed or to a schedule or an attachment to it;

deed of recognition means the deed of recognition in the form set out in part 3 of the documents schedule;

deferred selection property means a property described in subpart H of part 4 of this schedule;

Director-General has the meaning given to it in section 2(1) of the Conservation Act 1987;

disclosure information means the information provided by, or on behalf of, the Crown to Taranaki Whānui ki Te Upoko o Te Ika, in relation to:

- (a) a cultural redress property, as provided in writing by the Office of Treaty Settlements to PNBCT before the date of this deed; and
- (b) a deferred selection property, means the information given by the land holding agency under paragraph 4.6.1 of this schedule in relation to that property;

DOC protocol means the protocol to be issued by the Minister of Conservation under clauses 5.3 and 5.4 and the settlement legislation, in the form set out in part 1 of the documents schedule;

documents schedule means the documents schedule to the deed of settlement;

draft bill means the draft bill set out in part 9 of the documents schedule;

eligible member of Taranaki Whānui ki Te Upoko o Te Ika means a member of Taranaki Whānui ki Te Upoko o Te Ika who on 25 July 2008 was:

- (a) aged 18 years or over; and



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE**

8 DEFINED TERMS AND INTERPRETATION

- (b) registered on the register of members of Taranaki Whānui ki Te Upoko o Te Ika kept by PNBT for the purpose of voting on the ratification of this deed;

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

financial and commercial redress means:

- (a) the cash settlement amount; and
- (b) the right to purchase a deferred selection property (but not any deferred selection property); and
- (c) the right of any first refusal to purchase any RFR land (but not any RFR land);

fisheries protocol means the protocol to be issued by the Minister of Fisheries under clauses 5.3 and 5.4 and the settlement legislation, in the form set out in part 1 of the documents schedule;

governance entity means the trustees for the time being of the Port Nicholson Block Settlement Trust, in their capacity as trustees 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 5 of this schedule, any interest or penalty payable in respect of, or on account of, the late or non-payment of, GST;

historical claims has the meaning given to it in clauses 8.3 to 8.6;

Kapiti Coast means the district of the Kapiti Coast District Council as at the date of this deed;

land holding agency means, in relation to a deferred selection property, the department specified opposite that property in the column headed "land holding agency" in subpart H of part 4 of this schedule;

LINZ means Land Information New Zealand;

mandated signatories means the persons identified as the mandated signatories in paragraph 1.1 of this schedule:

member of Taranaki Whānui ki Te Upoko o Te Ika means an individual referred to in clause 8.1.1;

Minister means a Minister of the Crown;

Ministry for Culture and Heritage protocol means the protocol to be issued by the Minister for Arts, Culture and Heritage under clauses 5.3 and 5.4 and the settlement legislation, in the form set out in the documents schedule;

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE

8 DEFINED TERMS AND INTERPRETATION

notice means a notice in writing given under part 6 of this schedule and **notify** has a corresponding meaning;

party means:

- (a) Taranaki Whānui ki Te Upoko o Te Ika; and
- (b) the Crown; and
- (c) the governance entity;

Port Nicholson Block Settlement Trust means the trust, to be known by that name, established by a trust deed dated 11 August 2008 and signed by-

Professor Ralph Heberley Ngatata Love of Wellington, University Professor
Kevin Hikaia Amohia of Palmerston North, Retired
Neville McClutchie Baker of Petone, Consultant
Spencer Waemura Carr of Hawera, Company Director
June Te Raumange Jackson of Wellington, Retired
Dr Catherine Maarie Amohia Love of Petone, Manager
Hinekehu Ngaki Dawn McConnell of Picton, Retired
Rebecca Elizabeth Mellish of Featherston, Consultant
Dr Ihakara Porutu Puketapu of Wellington, Chief Executive Officer
Sir Paul Alfred Reeves of Auckland, former Governor General of New Zealand
Mark Te One of Paekakariki, Public Servant;

PNBCT means the following 11 people:

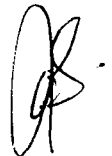
Professor Ralph Heberley Ngatata Love of Wellington, University Professor
Kevin Hikaia Amohia of Palmerston North, Retired
Neville McClutchie Baker of Petone, Consultant
Spencer Waemura Carr of Hawera, Company Director
June Te Raumange Jackson of Wellington, Retired
Dr Catherine Maarie Amohia Love of Petone, Manager
Hinekehu Ngaki Dawn McConnell of Picton, Retired
Rebecca Elizabeth Mellish of Featherston, Consultant
Dr Ihakara Porutu Puketapu of Wellington, Chief Executive Officer
Sir Paul Alfred Reeves of Auckland, former Governor General of New Zealand
Mark Te One of Paekakariki, Public Servant;

protocol means a protocol issued under clauses 5.3 and 5.4 and the settlement legislation;

provisions schedule means this schedule;

redress means:

- (a) the acknowledgements and the apology given by the Crown under part 3;
- (b) the cultural redress; and
- (c) the financial and commercial redress;



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE

8 DEFINED TERMS AND INTERPRETATION

Registrar-General means the Registrar-General of Land appointed under section 4 of the Land Transfer Act 1952;

representative entity means:

- (a) the governance entity; and
- (b) a person (including any trustee or trustees) acting for or on behalf of:
 - (i) the collective group, referred to in clause 8.1.1;
 - (ii) any one or more members of Taranaki Whānui ki Te Upoko o Te Ika;
or
 - (iii) any one or more of the whānau, hāpu, or groups of individuals referred to in clause 8.1.2;

responsible Minister means, in relation to:

- (a) the DOC protocol, the Minister of Conservation; or
- (b) the fisheries protocol, the Minister of Fisheries; or
- (c) the Ministry for Culture and Heritage protocol, the Minister for Arts, Culture and Heritage;

resumptive memorial means a memorial entered under any of the following enactments:

- (a) sections 8A to 8HJ of the Treaty of Waitangi Act 1975; or
- (b) sections 27A to 27C of the State-Owned Enterprises Act 1986; or
- (c) sections 211 to 213 of the Education Act 1989; or
- (d) part 3 of the Crown Forest Assets Act 1989; or
- (e) part 3 of the New Zealand Railways Corporation Restructuring Act 1990;

schedules means the provisions schedule, the documents schedule, the RFR land schedule and the leaseback schedule;

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

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

settlement document means a document entered into by the Crown to give effect to this deed being:

- (a) each protocol; and



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE

8 DEFINED TERMS AND INTERPRETATION

- (b) the deed of recognition;

settlement legislation means:

- (a) the bill proposed by the Crown for introduction to the House of Representatives referred to in clauses 7.4 and 7.5; and
(b) if the bill is passed, the resulting Act;

settlement property means:

- (a) each cultural redress property; and
(b) each deferred selection property; and
(c) all RFR land; and

State enterprise has the meaning given to it in section 2 of the State-Owned Enterprises Act 1986;

statement of association means each statement made by Taranaki Whānui ki Te Upoko o Te Ika in relation to a statutory area (as defined in the draft bill) as set out in part 2 of the documents schedule;

Taranaki area means the area within the claimants' boundaries shown in figure 4 of the Taranaki Report-Kaupapa Tuatahi of the Waitangi Tribunal submitted to the Minister in Charge of Treaty of Waitangi Negotiations and the Minister of Māori Affairs on 18 June 1996;

Taranaki Whānui ki Te Upoko o Te Ika has the meaning given to it in clause 8.1;

tax includes income tax, GST and gift duty;

tax legislation means legislation that imposes, or provides for the administration of, tax;

terms of negotiation has the meaning given to it in clause 1.7.1;

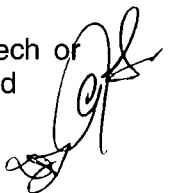
Treaty of Waitangi has the same meaning as the term "Treaty" in section 2 of the Treaty of Waitangi Act 1975; and

Waitangi Tribunal has the meaning given to it in section 4 of the Treaty of Waitangi Act 1975.

INTERPRETATION

8.2 In the interpretation of this deed, unless the context otherwise requires:

- 8.2.1 headings appear as a matter of convenience and do not affect the interpretation of this deed; and
8.2.2 defined terms have the meanings given to them by this deed; and
8.2.3 where a word or expression is defined in this deed, any other part of speech or grammatical form of that word or expression has a corresponding meaning; and



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE**

8 DEFINED TERMS AND INTERPRETATION

- 8.2.4 a term that is defined in the draft bill, but not in this deed, has the same meaning in this deed; and
- 8.2.5 the singular includes the plural and vice versa; and
- 8.2.6 a word importing one gender includes the other genders; and
- 8.2.7 provisions in the deed of settlement (other than in the schedules) are referred to as clauses; and
- 8.2.8 provisions in the schedules are referred to as paragraphs; and
- 8.2.9 a reference to legislation includes a reference to that legislation as amended, consolidated, or substituted; and
- 8.2.10 a reference to a party in this deed, or in any other document or agreement under this deed, includes that party's permitted successors; and
- 8.2.11 an agreement on the part of two or more persons binds each of them jointly and severally; and
- 8.2.12 a reference to a document or agreement, including this deed, includes a reference to that document or agreement as amended, novated, or replaced from time to time; and
- 8.2.13 a reference to a monetary amount is to New Zealand currency; and
- 8.2.14 a reference to written or in writing includes all modes of presenting or reproducing words, figures, and symbols in a tangible and permanently visible form; and
- 8.2.15 a reference to a person includes a corporation sole and a body of persons, whether corporate or unincorporate; and
- 8.2.16 a reference to the Crown, or a Crown body, endeavouring to do something or to achieve some result means reasonable endeavours to do that thing or achieve that result but, in particular, does not oblige the Crown or the Government of New Zealand to propose for introduction to the House of Representatives any legislation, except if this deed requires the Crown to introduce legislation; and
- 8.2.17 if a clause includes a preamble, that preamble is intended to set out the background to, and intention of, the clause, but is not to affect its interpretation; and
- 8.2.18 in the event of a conflict between:
- (a) a provision in the main body of this deed (namely, any part of this deed except the schedules or an attachment) and a schedule or an attachment, then the provision in the main body of this deed prevails; or



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE**

8 DEFINED TERMS AND INTERPRETATION

- (b) a provision in English and its corresponding provision in Maori, the provision in English prevails; and
- 8.2.19 a reference to a document as set out in, or on the terms and conditions contained in, a schedule or an attachment includes that document with such amendments as may be agreed in writing between Taranaki Whānui ki Te Upoko o Te Ika and the Crown; and
- 8.2.20 the SO plans referred to in the statutory acknowledgement (copies of which are included in part 8 of the documents schedule) are for the purpose of indicating the general locations of the relevant areas and are not intended to establish their precise boundaries; and
- 8.2.21 a reference to a date on or by which something must be done includes any other date that may be agreed in writing between Taranaki Whānui ki Te Upoko o Te Ika and the Crown; and
- 8.2.22 where something is required to be done by or on a day which is not a business day, that thing must be done on the next business day after that day; and
- 8.2.23 a reference to time is to New Zealand time; and
- 8.2.24 reference to a particular Minister includes any Minister who, under the authority of any warrant or with the authority of the Prime Minister, is for the time being responsible for the administration of the relevant legislation or matter; and
- 8.2.25 where the name of a reserve or other place is amended under this deed, either the existing name or new name may be used to mean that same reserve or other place.



TARANAKI WHĀNUI KI TE UPOKO O TE IKA
and
THE PORT NICHOLSON BLOCK SETTLEMENT TRUST
and
THE SOVEREIGN
in right of New Zealand

**DEED OF SETTLEMENT:
PROVISIONS SCHEDULE**



TABLE OF CONTENTS

1	ADDRESSES AND OTHER DETAILS OF THE PARTIES AND THEIR REPRESENTATIVES	38
2	SETTLEMENT	40
3	REDRESS.....	43
4	DEFERRED PURCHASE	44
5	TAX.....	83
6	NOTICE	90
7	GENERAL PROVISIONS	92
8	DEFINED TERMS AND INTERPRETATION	94



1 ADDRESSES AND OTHER DETAILS OF THE PARTIES AND THEIR REPRESENTATIVES

1.1 Mandated signatories

- (a) Professor Ralph Heberley Ngatata Love of Wellington, University Professor
- Kevin Hikaia Amohia of Palmerston North, Retired
- Neville McClutchie Baker of Petone, Consultant
- Spencer Waemura Carr of Hawera, Company Director
- June Te Raumange Jackson of Wellington, Retired
- Dr Catherine Maarie Amohia Love of Petone, Manager
- Hinekehu Ngaki Dawn McConnell of Picton, Retired
- Rebecca Elizabeth Mellish of Featherston, Consultant
- Dr Ihakara Porutu Puketapu of Wellington, Chief Executive Officer
- Sir Paul Alfred Reeves of Auckland, former Governor General of New Zealand
- Mark Te One of Paekakariki, Public Servant.

(b) on the death or incapacity of any one or more of the individuals in paragraph (a), the remaining individual or individuals; or

(c) in relation to the signing of this deed, any 9 or more of the individuals in paragraph (a).



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE

1.2 **Address of
governance
entity**

Level 1
TSB Arena (South Park)
3 Queens Wharf
Wellington
PO Box 12164
Wellington
Facsimile No (04) 472 3874

Crown's address

The Solicitor-General
Crown Law Office
Level 10
Unisys House
56 The Terrace
Wellington

PO Box 2858, Wellington
Facsimile No (04) 473 3482



2 SETTLEMENT

LIMITS OF THE SETTLEMENT

- 2.1 The parties agree that nothing in this deed or the settlement legislation will:
- 2.1.1 limit any aboriginal title, or customary right, that Taranaki Whānui ki Te Upoko o Te Ika may have; or
 - 2.1.2 constitute, or imply, an acknowledgement by the Crown that any aboriginal title, or customary right, exists; or
 - 2.1.3 except as provided in this deed or the settlement legislation:
 - (a) affect a right that Taranaki Whānui ki Te Upoko o Te Ika may have, including a right arising:
 - (i) from the Treaty of 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 Māori and the Crown dated 23 September 1992 in relation to Maori fisheries 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 paragraph 2.1.3(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; or
 - 2.1.4 limit any aspects of the Wai 262 (Indigenous Flora and Fauna and Cultural Intellectual Property Claim) arising from, or relating to, acts or omissions after 21 September 1992:

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE**

2 SETTLEMENT

- (a) by, or on behalf of the Crown; or
- (b) by or under legislation.

2.2 Paragraph 2.1 does not limit clause 4.1.

SETTLEMENT AND OTHER LEGISLATION TO BE SUPPORTED

2.3 Taranaki Whānui ki Te Upoko o Te Ika and the governance entity must support the passage through Parliament of:

2.3.1 the settlement legislation; and

2.3.2 a bill proposed by the Crown for introduction:

- (a) under paragraph 2.5.2 to terminate proceedings in relation to any historical claim; or
- (b) to clarify rights or obligations under this deed or the settlement legislation.

HISTORICAL CLAIMS TO BE DISCONTINUED

2.4 The governance entity must use reasonable endeavours to deliver to the Crown, by or on the settlement date, notices of discontinuance:

2.4.1 of every proceeding in relation to an historical claim that has not been discontinued; and

2.4.2 duly signed by the applicant or plaintiff to those proceedings (or duly completed by the solicitor for the applicant or plaintiff).

2.5 If the governance entity does not deliver to the Crown, by or on the settlement date, all notices of discontinuance required by paragraph 2.4:

2.5.1 the governance entity must continue to use reasonable endeavours to deliver them to the Crown; and

2.5.2 the Crown may propose for introduction to the House of Representatives a bill terminating the proceedings.

WAITANGI TRIBUNAL TO BE ADVISED

2.6 The Crown will, on or after the settlement date:

2.6.1 advise the Waitangi Tribunal of the settlement; and

2.6.2 request it to amend its register of claims, and adapt its procedures, to reflect the settlement.



2 SETTLEMENT

LAND BANK TO CEASE

- 2.7 The Crown may, on and after the settlement date, cease to operate a land bank arrangement in relation to Taranaki Whānui ki Te Upoko o Te Ika or a representative entity.

SETTLEMENT DOES NOT LIMIT OTHER SETTLEMENTS

- 2.8 Taranaki Whānui ki Te Upoko o Te Ika agree that the Crown may at any time propose for introduction to the House of Representatives, and neither Taranaki Whānui ki Te Upoko o Te Ika, nor a representative entity, will object to, a bill that:
- 2.8.1 gives effect to a settlement with another iwi or group of Maori; and/or
 - 2.8.2 removes resumptive memorials from land; and/or
 - 2.8.3 provides that legislation enabling the creation of resumptive memorials does not apply to land, or for the benefit of persons, specified by the legislation.



3 REDRESS

BENEFIT OF THE SETTLEMENT

- 3.1 Taranaki Whānui ki Te Upoko o Te Ika agree that it is intended that the redress, and the rights of Taranaki Whānui ki Te Upoko o Te Ika and the governance entity under this deed and the settlement legislation:
- 3.1.1 will be for the benefit of the collective group of Taranaki Whānui ki Te Upoko o Te Ika; but
 - 3.1.2 may be for the benefit of particular individuals, or a particular group of individuals (including whānau or hapū), who are members of Taranaki Whānui ki Te Upoko o Te Ika, if the governance entity so decides in accordance with its procedures.

PROTOCOLS AND DEED OF RECOGNITION

- 3.2 The parties agree that the protocols and the deed of recognition:
- 3.2.1 are to assist the governance entity to be consulted about, or provide input into, certain decision-making of departments; but
 - 3.2.2 do not override or limit:
 - (a) legislative rights, powers, or obligations; or
 - (b) the functions, duties, and powers of Ministers, officials and others under legislation; or
 - (c) the ability of the Crown to interact or consult with persons other than Taranaki Whānui ki Te Upoko o Te Ika or the governance entity.
- 3.3 A failure by the Crown to comply with a protocol, or the deed of recognition, is not a breach of this deed.



4 DEFERRED PURCHASE

A DEFINITIONS AND NOTICE

DEFINITIONS

4.1 In clause 6.3 and in this part, unless the context otherwise requires:

actual DSP settlement date, in relation to a deferred selection property, means the date on which settlement of the property takes place under paragraph 4.46;

arbitration commencement date, in relation to the determination of the market value and/or market rental of a separate valuation property, means the date the determination is referred to the valuation arbitrator under paragraph 4.41;

arbitration meeting, in relation to the determination of the market value and/or market rental of a separate valuation property, means a meeting notified by the valuation arbitrator under paragraph 4.43;

arbitrator appointed under this part means each of a valuation arbitrator or a damage and destruction arbitrator;

Crown's valuation report, in relation to a separate valuation property, means a valuation report assessing the market value of the property and, if it is a leaseback property, its market rental, prepared by the Crown's valuer under paragraph 4.36;

Crown's valuer, in relation to a separate valuation property, means a person appointed by the land holding agency under paragraph 4.30 to assess the market value of the property and or its market rental;

damage and destruction arbitrator means an arbitrator appointed under paragraph 4.73.1;

deferred notice period means in relation to:

- (a) a non-leaseback property, the period of two years from the settlement date;
and
- (b) a leaseback property, the period of 10 years from the settlement date;

deferred selection property means a property described in subpart H;

disclosure information, in relation to a deferred selection property, means the information given by a land holding agency under paragraph 4.6.1 about the property, including the disclosed encumbrance information about the property;

disclosed encumbrance, in relation to a deferred selection property, means an encumbrance that benefits or affects the property that is disclosed in the disclosed encumbrance information about the property;

disclosed encumbrance information, in relation to a deferred selection property, means the disclosure information given by a land holding agency under paragraph 4.6.1 about encumbrances that benefit or affect the property;



44

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE

4 DEFERRED PURCHASE

DSP settlement date means, in relation to:

- (a) the Shelly Bay properties, the later of the two following dates after the land holding agency receives an election notice from the governance entity electing to purchase the properties:
 - (i) six months after the date of this deed; or
 - (ii) 20 business days after the land holding agency receives the election notice; and
- (b) a deferred selection property that is not a Shelly Bay property, the date that is 20 business days after the land holding agency receives an election notice from the governance entity electing to purchase the property;

election notice means a notice given by the governance entity under paragraph 4.7 electing whether or not to purchase a deferred selection property;

governance entity's valuation report, in relation to a separate valuation property, means a valuation report assessing the value of the property and, if the property is a leaseback property, its market rental, prepared by the governance entity's valuer under paragraph 4.36;

governance entity's valuer, in relation to a separate valuation property, means a person appointed by the governance entity under paragraph 4.30 to assess the market value of the property and, if it is a leaseback property, its market rental;

jointly appointed valuer, in relation to the determination of the market value of a joint valuation property, means a registered valuer appointed under paragraphs 4.22 or 4.23 to assess the market value of the property;

joint valuation instructions means the instructions given under paragraph 4.25 by the governance entity and the land holding agency to a jointly appointed valuer to determine the market value of a joint valuation property;

joint valuation property means a non-leaseback property that column 5 of subpart H provides is to be jointly valued;

joint valuation report, in relation to a joint valuation property, means a valuation report in relation to the property prepared by the jointly appointed valuer under paragraph 4.27;

leaseback property means each deferred selection property under the heading leaseback properties in subpart H;

lessee's improvements, in relation to a selected leaseback property, means improvements as defined in the Rating Valuations Act 1998 (unless the land holding agency and the governance entity agree a different meaning to be included in the ground lease for that property);

market value has the meaning:

- (a) in relation to a joint valuation property, set out in the valuation instructions in appendix 1; and

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE

4 DEFERRED PURCHASE

- (b) in relation to a separate valuation property, set out in the valuation instructions in appendix 2;

market rental, in relation to a leaseback property, has the meaning set out in the valuation instructions in appendix 2;

non-leaseback property means each of the deferred selection properties under the heading non-leaseback properties in subpart H;

notice of interest means, in relation to:

- (a) the Shelly Bay properties, the notice of interest in them that under paragraph 4.3
- (i) the governance entity is treated as having given; and
- (ii) the land holding agency is treated as having received; and
- (b) a non-leaseback property, or a leaseback property, a notice given by the governance entity under paragraph 4.4 in relation to the property;

notification date means, in relation to:

- (a) the Shelly Bay properties, the date of this deed, being the date the landholding agency is treated under paragraph 4.3 as having received a notice of interest in the properties from the governance entity; and
- (b) a non-leaseback property, or a leaseback property, the date that the land holding agency receives, within the deferred notice period for that property, a notice of interest in the property from the governance entity;

Ontrack means the New Zealand Railways Corporation, a statutory corporation established under section 4 of the New Zealand Railways Corporation Act 1981;

outstanding terms, in relation to a ground lease for a leaseback property, has the meaning given to it in paragraph 4.49;

pre-purchase period, in relation to a deferred selection property for which the governance entity and the Crown are deemed to have entered into an agreement for sale and purchase under paragraph 4.8, means the period from the notification date to the actual DSP settlement date;

registered valuer means a person registered as a valuer with the Valuers' Registration Board of New Zealand;

selected leaseback property means a leaseback property in relation to which the governance entity has given a notice of interest in accordance with paragraph 4.4.2;

selected non-leaseback property means a non-leaseback property in relation to which the governance entity has given a notice of interest in accordance with paragraph 4.4.1;

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE

4 DEFERRED PURCHASE

separate valuation instructions, in relation to a separate valuation property, means the instructions to assess the market value of the property and, if the property is a leaseback property, its rental value, given under paragraph 4.30 by:

- (a) the governance entity to the governance entity's valuer; or
- (b) the land holding agency to the Crown's valuer,

separate valuation property means each of the Shelly Bay properties, each non-leaseback property that column 5 of subpart H provides is to be separately valued, and each leaseback property;

separate valuation report, in relation to a separate valuation property, means each of the governance entity's valuation report and the Crown's valuation report;

Shelly Bay properties means the deferred selection properties under the heading Shelly Bay properties in subpart H;

terms of transfer means the terms of transfer set out in subpart G;

valuation arbitrator, in relation to a separate valuation property, means the person appointed under paragraphs 4.32 or 4.33 to determine, if required under paragraph 4.36, the market value of the property and/or its rental value;

valuation date, in relation to a deferred selection property, means the notification date in relation to the property; and

valuer appointed under this part means, in relation to a deferred selection property, each of the following:

- (a) a jointly appointed valuer;
- (b) the governance entity's valuer; and
- (c) the Crown's valuer.

NOTICE

- 4.2 Until any other address or facsimile number of a land holding agency is given by notice to the governance entity, the address of each land holding agency is as follows for the purposes of giving notice to that agency in accordance with part 6 of this schedule:

Archives New Zealand

PO Box 12 050
Wellington

Land Information New Zealand

Private Bag 5501
Wellington

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE**

4 DEFERRED PURCHASE

Ministry of Education

PO Box 1666
Wellington

Ministry of Justice

PO Box 180
Wellington

National Library

PO Box 1467
Wellington

New Zealand Defence Force

Defence House
2-12 Aitken Street
Wellington

New Zealand Police

PO Box 3017
Wellington

Office of Treaty Settlements

PO Box 919
Wellington

Ontrack

PO Box 593
Wellington



4 DEFERRED PURCHASE

B RIGHT OF PURCHASE

NOTICE OF INTEREST

4.3 The governance entity and the Crown agree that, for the purposes of this part, a notice of interest in purchasing all the Shelly Bay properties is to be treated as having, on the date of this deed, been:

4.3.1 given by the governance entity; and

4.3.2 received by the land holding agency.

4.4 The governance entity may give the land holding agency a notice of interest in purchasing:

4.4.1 a non-leaseback property, at any time in the period of two years from the settlement date; or

4.4.2 a leaseback property, at any time in the period of 10 years from the settlement date, but the governance entity may give a notice of interest in a leaseback property only if –

(a) by the settlement date, the outstanding terms (other than the rental) of the ground lease for the property have been agreed under paragraph 4.50; and

(b) the aggregate value of the leaseback property, and all other leaseback properties for which the governance entity has given notice of interest, is not more than \$110 million, as their values are provided in column 6 of subpart H (and the parties acknowledge that those values are not relevant for determining the market value of, or market rental for, a selected leaseback property).

DISCLOSURE OF MATERIAL INFORMATION AND DETERMINATION OF MARKET VALUE AND MARKET RENTAL

4.5 Paragraph 4.6 applies to:

4.5.1 each Shelly Bay property; and

4.5.2 each selected non-leaseback property; and

4.5.3 each selected leaseback property.

4.6 If this paragraph applies to a deferred selection property:

4.6.1 the land holding agency must have given, or within 10 business days of the notification date give, the governance entity all material information that, to the best of its knowledge, is within its records about the property and, in particular, about any encumbrances benefiting or affecting the property; and

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE**

4 DEFERRED PURCHASE

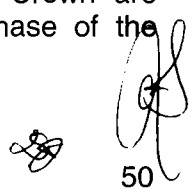
- 4.6.2 its market value, as at notification date, must be determined:
- (a) under subpart D if it is a joint valuation property, being each of the non-leaseback properties that column 5 subpart H provides are to be jointly valued; or
 - (b) under subpart E if it is a separate valuation property, being each of the Shelly Bay properties, the non-leaseback properties that column 5 of subpart H provides are to be separately valued, and the leaseback properties; and
- 4.6.3 if it is a leaseback property its market rental, as at the notification date, must be determined under subpart E, being the market rental for a ground lease of the property as the lessee's improvements do not transfer to the governance entity but remain owned by the land holding agency.

ELECTION TO PURCHASE

- 4.7 When the market value of:
- 4.7.1 all the Shelly Bay properties has been agreed or determined under subpart E, the governance entity must, within 15 business days of the final agreement or determination, give the land holding agency notice of whether or not it elects to purchase all, but not less than all, the Shelly Bay properties; and
 - 4.7.2 a selected non-leaseback property has been agreed or determined under subpart D or E, the governance entity must, within 15 business days of the agreement or determination, give the land holding agency notice of whether or not it elects to purchase the property; and
 - 4.7.3 a selected leaseback property, and its market rental, has been agreed or determined under subpart E, the governance entity must, within 15 business days of the final agreement or determination, give the land holding agency notice of whether it elects to purchase the property.

AGREEMENT FOR SALE AND PURCHASE

- 4.8 If, within the time limit required by paragraph 4.7, the governance entity gives the land holding agency an election notice electing to purchase:
- 4.8.1 all the Shelly Bay properties, the governance entity and the Crown are deemed to have entered into an agreement for the sale and purchase of the properties:
 - (a) at the market value agreed or determined under subpart E, plus GST if any; and
 - (b) on the terms of transfer set out in subpart G; or
 - 4.8.2 a selected non-leaseback property, the governance entity and the Crown are deemed to have entered into an agreement for the sale and purchase of the property:



50

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE**

4 DEFERRED PURCHASE

- (a) at the market value agreed or determined under subparts D or E, as the case may be, plus GST if any; and
 - (b) on the terms of transfer set out in subpart G; or
- 4.8.3 a selected leaseback property, the governance entity and the Crown are deemed to have entered into an agreement for the sale and purchase of the property (being the land but not the lessee's improvements which do not transfer to the governance entity but remain owned by the land holding agency):
- (a) at the market value agreed or determined under subpart E, plus GST if any; and
 - (b) on the terms of transfer set out in subpart G.

GROUND LEASE OF LEASEBACK PROPERTIES

- 4.9 If the governance entity and the Crown are deemed under paragraph 4.8.3 to have entered into an agreement for sale and purchase of a selected leaseback property, the governance entity and the land holding agency must, by or on the actual DSP settlement date for the property, sign a registrable ground lease for the property on the terms, determined under subpart F:
- 4.9.1 leasing the land back to the land holding agency (ownership of the lessee's improvements remaining with the land holding agency); and
 - 4.9.2 commencing on the actual DSP settlement date; and
 - 4.9.3 at the market rental agreed or determined under subpart E.

WELLINGTON RAILWAY STATION AND SOCIAL HALL BUILDING AND UNDERLYING LAND

- 4.10 The governance entity and the Crown agree that paragraphs 4.11 to 4.13 apply if the governance entity gives notice of interest in accordance with paragraph 4.4.1 in relation to the non-leaseback property that is Wellington railway station and social hall building and underlying land (**Wellington railway station**).
- 4.11 The Crown must have advised or, within 10 business days of the notice of interest advise, the governance entity of:
- 4.11.1 all buildings, fixtures, fittings, and other assets or improvements or any part of them (the **excluded railway assets**) that the Crown and Ontrack consider must be excluded from any transfer under this subpart of Wellington railway station to the governance entity to ensure the continued use of Wellington railway station for railway purposes; and
 - 4.11.2 all encumbrances (the **disclosed railway encumbrances**) that the Crown and Ontrack consider the Wellington railway station must be subject to after any transfer

4 DEFERRED PURCHASE

under this subpart to the governance entity to ensure the continued use of Wellington railway station for railway purposes.

4.12 The information disclosed under paragraph 4.11 to the governance entity is disclosure information about the Wellington railway station and, in particular, the disclosed railway encumbrances are disclosed encumbrances.

4.13 If the governance entity and the Crown are deemed under paragraph 4.8 to have entered into an agreement for the sale and purchase of Wellington railway station, a transfer of the Wellington railway station under that agreement:

4.13.1 excludes the excluded railway assets; and

4.13.2 is subject to the disclosed railway encumbrances.



4 DEFERRED PURCHASE

C GENERAL PROVISIONS

MINIMISE DELAYS

- 4.14 The governance entity and the landholding agency must use reasonable endeavours to ensure:
- 4.14.1 the timeframes specified by this part are met; and
 - 4.14.2 delays are minimised; and
 - 4.14.3 if a valuer or an arbitrator appointed under this part is unable to act, a replacement is appointed as soon as is reasonably practicable.

DETERMINATION OF MARKET VALUE FINAL AND BINDING

- 4.15 The agreement or determination of the market value of a deferred selection property, and/or of its market rental, under subparts D or E (including the determination of a valuation arbitrator) is final and binding.

COSTS

- 4.16 The land holding agency must pay the jointly appointed valuer's costs and expenses of preparing a joint valuation report.
- 4.17 The governance entity and the land holding agency must each pay:
- 4.17.1 their own costs in relation to the determination of the market value of a separate valuation property and/or of its market rental; and
 - 4.17.2 if the determination of the market value of a separate valuation property, and/or of its market rental, is referred to an arbitrator, a half share of the costs of:
 - (a) the Arbitrators' and Mediators' Institute of New Zealand; and
 - (b) the arbitrator; and
 - (c) hiring a venue for the arbitration meeting.
- 4.18 Despite paragraph 4.17.2, the arbitrator may award costs against the governance entity or the Crown if he or she considers it would be just to do so because of that person's unreasonable conduct.

TERMINATION OF OBLIGATIONS

- 4.19 The obligations of the Crown, and of a land holding agency, under this deed immediately cease:
- 4.19.1 in relation to the Shelly Bay properties, if the governance entity:

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE**

4 DEFERRED PURCHASE

- (a) gives an election notice under which it does not elect to purchase all the properties; or
 - (b) does not give an election notice in relation to the properties within the required time limit under paragraph 4.7.1; or
- 4.19.2 in relation to a non-leaseback property or a leaseback property, if the governance entity:
- (a) does not give notice of interest in relation to the property within the deferred notice period for that property; or
 - (b) gives notice of interest in relation to the property within the deferred notice period for it, but it:
 - (i) gives an election notice under which it elects not to purchase the property; or
 - (ii) does not give an election notice in relation to the property within the required time limit under paragraph 4.7.2 or 4.7.3, as the case may be; or
- 4.19.3 in relation to a leaseback property, if by the settlement date the outstanding terms for the ground lease for that property are not agreed under paragraph 4.50; or
- 4.19.4 in relation to any deferred selection property:
- (a) if the governance entity gives the land holding agency notice, at any time before an agreement for sale and purchase of the property is constituted under paragraph 4.8, that it is not interested in purchasing the property; or
 - (b) if an agreement for the sale and purchase of the property is constituted under paragraph 4.8 and the agreement is cancelled in accordance with subpart G.

TIME LIMITS

- 4.20 Time is of the essence for time limits on the Crown, a land holding agency, and the governance entity under this part.



4 DEFERRED PURCHASE

D DETERMINATION OF MARKET VALUE OF JOINT VALUATION PROPERTY

APPLICATION OF THIS SUBPART

- 4.21 This subpart applies to the determination of the market value of a joint valuation property as at the notification date.

APPOINTMENT OF REGISTERED VALUER

- 4.22 Within five business days after the notification date, the governance entity and the land holding agency must use their best endeavours to agree on, and appoint, a registered valuer.

- 4.23 If a registered valuer is not appointed under paragraph 4.22 by the required date, the governance entity and the land holding agency must, within seven business days after the notification date, request the President of the New Zealand Institute of Valuers to appoint a registered valuer as soon as practicable.

- 4.24 A jointly appointed valuer must:

4.24.1 be appointed to assess the market value of the joint valuation property; and

4.24.2 have experience in the valuation of properties similar to the property; and

4.24.3 be independent.

INSTRUCTIONS TO JOINTLY APPOINTED VALUER

- 4.25 Within five business days after the jointly appointed valuer has confirmed that he or she is able to determine the market value of the joint valuation property, the governance entity and the land holding agency must jointly instruct the valuer to determine, as at the notification date, the market value of the property.

- 4.26 The joint valuation instructions must be in the form provided in appendix 1.

VALUATION REPORT TO BE PREPARED

- 4.27 Within 50 business days after the notification date, the jointly appointed valuer must:

4.27.1 prepare, in accordance with the joint valuation instructions, a valuation report that determines, as at the notification date, the market value of the joint valuation property; and

4.27.2 provide the governance entity and the land holding agency with one copy each of the joint valuation report.

MARKET VALUE

- 4.28 The market value of the joint valuation property, as at the notification date, is as determined in the joint valuation report.

4 DEFERRED PURCHASE

**E DETERMINATION OF MARKET VALUE AND RENTAL OF A SEPARATE VALUATION
PROPERTY**

APPLICATION OF THIS SUBPART

4.29 This subpart applies to the agreement or determination, as at the notification date, of:

4.29.1 the market value of a separate valuation property; and

4.29.2 if the property is a leaseback property, its market rental for the ground lease of the property (as the lessee's improvements are not to transfer to the governance entity but remain with the land holding agency).

APPOINTMENT OF AND INSTRUCTIONS TO REGISTERED VALUERS

4.30 Within five business days after the notification date, the governance entity and the land holding agency must each:

4.30.1 appoint one registered valuer; and

4.30.2 instruct the valuer to assess, and participate in the process of determining under this subpart, as at the notification date:

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

(b) if the property is a leaseback property, its market rental for the ground lease of the property (as determined under subpart F); and

4.30.3 give the other notice of the identity of their valuer.

4.31 The separate valuation instructions must be in the form provided in appendix 2.

APPOINTMENT OF VALUATION ARBITRATOR

4.32 Within 10 business days after the notification date, the land holding agency and the governance entity must use their best endeavours to agree on and appoint one person to act, if required under paragraph 4.41, as the valuation arbitrator to determine, as at the notification date:

4.32.1 the market value of the separate valuation property; and

4.32.2 if the property is a leaseback property, its market rental.

4.33 If the valuation arbitrator is not agreed and appointed under paragraph 4.32 by the required date, the governance entity and the land holding agency must, within 15 business days after the notification date, request that the Arbitrators' and Mediators' Institute of New Zealand appoint the arbitrator as soon as is reasonably practicable.



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE**

4 DEFERRED PURCHASE

4.34 The valuation arbitrator must be suitably qualified and experienced in determining disputes about the market value of property and, if applicable, its market rental.

4.35 The valuation arbitrator is appointed when he or she confirms his or her willingness to act.

EXCHANGE OF VALUATION REPORTS

4.36 Within 45 business days after the notification date, the governance entity's valuer and the Crown's valuer must each:

4.36.1 prepare, in accordance with the separate valuation instructions received, a valuation report that assesses, as at the notification date,

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

(b) if the property is a leaseback property, its market rental; and

4.36.2 deliver that to the person who has instructed them.

4.37 The land holding agency and the governance entity may:

4.37.1 each have its valuation reports peer reviewed; and

4.37.2 require the valuer to review his or her valuation report in the light of the peer review.

4.38 Within 50 business days of the notification date:

4.38.1 the governance entity's valuer must deliver a copy of his or her separate valuation report to the land holding agency and the Crown's valuer; and

4.38.2 the Crown's valuer must deliver a copy of his or her separate valuation report to the governance entity and the governance entity's valuer.

DETERMINATION OF MARKET VALUE AND MARKET RENTAL BY ONE VALUATION REPORT

4.39 If only one separate valuation report is delivered under paragraph 4.38 by the required date:

4.39.1 the market value of the separate valuation property is as assessed in the report; and

4.39.2 if the property is a leaseback property, its market rental is as assessed in the report.

AGREED MARKET VALUE AND MARKET RENTAL

4.40 If the governance entity's, and the Crown's, valuation report, in relation to the separate valuation property are delivered under paragraph 4.38 by the required date, the governance entity and the land holding agency must use good faith reasonable endeavours to agree in writing, within 70 business days after the notification date:

4 DEFERRED PURCHASE

- 4.40.1 the market value for the property; and
- 4.40.2 if the property is a leaseback property, its market rental.

DETERMINATION OF MARKET VALUE AND RENTAL BY ARBITRATION

- 4.41 If, within 70 business days after the notification date, the market value of a separate valuation property that is not a leaseback property or, if the property is a leaseback property, its market value and/or market rental are not determined or agreed under paragraphs 4.39 or 4.40, the governance entity and the land holding agency must, within 75 business days after the notification date, refer to the valuation arbitrator the determination of:
 - 4.41.1 the market value of the property; and/or
 - 4.41.2 if applicable, its market rental.
- 4.42 An arbitration, after a referral under paragraph 4.41, is an arbitration for the purposes of the Arbitration Act 1996.
- 4.43 Within ten business days after the arbitration commencement date, the valuation arbitrator must give notice to the governance entity and the land holding agency of a meeting to be:
 - 4.43.1 attended by the governance entity, the governance entity's valuer, the land holding agency, and the Crown's valuer; and
 - 4.43.2 at a venue and time decided by the valuation arbitrator, after consulting with the governance entity and the land holding agency, but the time of the meeting must be no later than 30 business days after the arbitration commencement date.
- 4.44 By no later than 5.00pm on the day that is 5 business days before the date of the arbitration meeting, the governance entity and the land holding agency must give to the valuation arbitrator and to each other:
 - 4.44.1 the governance entity's valuation report or the Crown's valuation report, as the case may be; and
 - 4.44.2 any submission, sales and/or rental evidence, and expert evidence that the governance entity or the land holding agency intend to present at the meeting.
- 4.45 At the arbitration meeting, the valuation arbitrator must:
 - 4.45.1 establish a procedure for the meeting; and
 - 4.45.2 give the governance entity, and the land holding agency, the right to examine, cross examine, and re-examine, as appropriate:
 - (a) the governance entity's valuer or the Crown's valuer; and
 - (b) any other person giving evidence; and



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE**

4 DEFERRED PURCHASE

- 4.45.3 have regard to the requirements of natural justice.
- 4.46 No later than 50 business days after the arbitration commencement date, the valuation arbitrator must give his or her determination of the market value of the separate valuation property, and if it is a leaseback property its market rental, which must be no higher than the higher, and no lower than the lower, assessment of market value or market rental, as the case may be, contained in:
- 4.46.1 the Crown's valuation report; and
- 4.46.2 the governance entity's valuation report.

MARKET VALUE AND MARKET RENTAL

- 4.47 The market value of the separate valuation property, and if it is a leaseback property its market rental, as at the notification date, is the market value and/or market rental as:
- 4.47.1 determined under paragraph 4.39;
- 4.47.2 agreed under paragraph 4.40; or
- 4.47.3 determined by the valuation arbitrator under paragraph 4.46.



4 DEFERRED PURCHASE

F TERMS OF GROUND LEASES FOR SELECTED LEASEBACK PROPERTIES

APPLICATION OF THIS SUBPART

- 4.48 The terms of a ground lease for a selected leaseback property from the governance entity to the land holding agency are determined under this subpart (ownership of the lessee's improvements remaining with the land holding agency), except for its rental which is to be agreed or determined under subpart E.

TERMS OF GROUND LEASE IN LEASEBACK SCHEDULE

- 4.49 The terms of the land holding agency's ground lease set out in the leaseback schedule are to be used if it is the land holding agency, except that, as at the date of this deed, the terms that are in square brackets (the **outstanding terms**) are not agreed.

AGREEMENT ON OUTSTANDING TERMS

- 4.50 Immediately after the date of this deed, the governance entity and each land holding agency must commence negotiations with the purpose of using their best endeavours to sign, by no later than the settlement date, an agreement settling the outstanding terms by agreeing, in relation to each outstanding term, that it is to –

- 4.50.1 remain without change; or
- 4.50.2 be amended in an agreed way; or
- 4.50.3 be deleted.

TERMS OF GROUND LEASE

- 4.51 The ground lease for a selected leaseback property is to be on the terms of the land holding agency's ground lease set out in the schedule but with the outstanding terms as agreed by the settlement date under paragraph 4.50.

4 DEFERRED PURCHASE

G TERMS OF TRANSFER

APPLICATION OF THIS SUBPART

4.52 This subpart applies if the Crown and the governance entity are deemed under paragraph 4.8 to have entered into an agreement for the sale and purchase of a deferred selection property.

SETTLEMENT AND POSSESSION

4.53 On the DSP settlement date:

4.53.1 the Crown must:

- (a) transfer the fee simple estate in the deferred selection property to the governance entity subject to, and where applicable with the benefit of:
 - (i) the disclosed encumbrances (as they may be varied under paragraph 4.62.1) and any additional encumbrances under paragraph 4.62.2; and
 - (ii) if the property is a leasehold property, the lease to the land holding agency determined under subpart F; and
- (b) subject to paragraph 4.85, provide the governance entity with the following documents in relation to the deferred settlement property:
 - (i) a registrable transfer instrument; and
 - (ii) any other instrument in registrable form required by this part; and
 - (iii) all contracts and other documents that:
 - (aa) create unregistered rights, interests, and obligations affecting the registered proprietor's interest (but not proclamations, *Gazette* notices, and similar public notices); and
 - (bb) continue after the actual DSP settlement date; and
- (c) provide the governance entity with the keys to exterior doors, electronic door openers, and security codes to alarms to or for the deferred selection property that are in the possession of the Crown; and

4.53.2 the governance entity must pay to the Crown, by way of bank cheque drawn on a New Zealand registered bank (or by another payment method agreed by the governance entity and the landholding agency) and payable to the land holding agency, an amount equal to the market value of the property determined or agreed under subpart D or E, as the case may be, plus GST if any; and



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE**

4 DEFERRED PURCHASE

- 4.53.3 vacant possession must be given and taken of the deferred selection property, subject to:
- (a) the disclosed encumbrances in relation to the property (as they may be varied under paragraph 4.62.1); and
 - (b) any additional encumbrance under paragraph 4.62.2; and
 - (c) in the case of a leaseback property, the ground lease to the Crown.

OUTGOINGS AND INCOMINGS TO BE APPORTIONED

- 4.54 The land holding agency must, before the actual DSP settlement date, provide the governance entity with a statement calculating the amount payable by the governance entity or the Crown, as the case may be, under paragraph 4.55.
- 4.55 On the DSP actual settlement date:
- 4.55.1 the governance entity must pay the land holding agency the amount by which the outgoings (except for insurance premiums) for the deferred selection property pre-paid by the Crown in respect of a period after the actual DSP settlement date exceed the incomings received by the Crown for that period; or
 - 4.55.2 the land holding agency must pay to the governance entity the amount by which the incomings received by the Crown in respect of a period after the actual DSP settlement date exceed the outgoings (except for insurance premiums) for the deferred selection property pre-paid by the Crown for that period.
- 4.56 The governance entity is not required to take over from the land holding agency a contract of insurance in relation to the deferred selection property.

SURVEY AND REGISTRATION COSTS

- 4.57 The land holding agency must pay any survey and registration costs required to transfer the fee simple estate in the deferred selection property to the governance entity.

FIXTURES, FITTINGS, AND CHATTELS

- 4.58 The deferred selection property is to be transferred with all fixtures and fittings that, on the notification date, are owned by the land holding agency, except:
- 4.58.1 a transfer of the Wellington railway station (as defined in paragraph 4.10) excludes the excluded railway assets (as defined in paragraph 4.11.1); and
 - 4.58.2 in the case of a leaseback property, in which case ownership of all lessee's improvements remain with the land holding agency.
- 4.59 Fixtures and fittings transferred under paragraph 4.58 are to be free of any mortgage or charge.

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE**

4 DEFERRED PURCHASE

- 4.60 Chattels situated on the deferred selection property are not included in its transfer.
- 4.61 Any issue as to the ownership of, and liability for, chattels situated on the deferred selection property, or fixtures or fittings owned or installed by a person other than the Crown (including a tenant or occupant of the property, must be resolved between the governance entity and the person (without reference to the Crown).

RIGHTS AND OBLIGATIONS IN THE PRE-PURCHASE PERIOD

- 4.62 The Crown may in the pre-purchase period, with the governance entity's prior consent (which must not be unreasonably withheld or delayed):
- 4.62.1 vary a disclosed encumbrance: or
 - 4.62.2 enter into an encumbrance affecting or benefiting the deferred selection property.
- 4.63 During the pre-purchase period, the land holding agency must:
- 4.63.1 ensure the deferred selection property is maintained in substantially the same condition as the property was in at the notification date, fair wear and tear excepted; and
 - 4.63.2 obtain the prior consent of the governance entity (which must not be unreasonably withheld or delayed) before procuring a consent or providing a waiver under the Resource Management Act 1991, or other legislation, that materially affects the deferred selection property; and
 - 4.63.3 if the land holding agency carries out works, or gives specific authority in writing for works to be carried out, on the deferred selection property, comply with the obligations imposed on the Crown under the Building Act 2004 in respect of such works.
- 4.64 The land holding agency must pay the charges for electricity, gas, water, and other utilities that the Crown owes as owner of the deferred selection property until the actual DSP settlement date, except where the charges are payable by a tenant or occupant to the supplier.
- 4.65 Subject to the terms of any disclosed encumbrance in relation to the deferred selection property, the land holding agency must use reasonable endeavours to obtain permission for the governance entity (or a person authorised by it) to enter and inspect the deferred selection property on one occasion before the DSP settlement date.
- 4.66 The governance entity must comply with all reasonable conditions imposed by the land holding agency in relation to it entering and inspecting the deferred selection property under paragraph 4.65.



4 DEFERRED PURCHASE

POST SETTLEMENT OBLIGATIONS

- 4.67 If, after the actual DSP settlement date, the land holding agency receives a notice or demand in relation to the deferred selection property from the Crown, a territorial authority, or a tenant, the land holding agency will:
- 4.67.1 if it does not pay or comply with the notice or demand, promptly deliver it to the governance entity or the governance entity's solicitor; and
 - 4.67.2 if the land holding agency fails to do so, be liable for any penalty incurred.
- 4.68 Immediately after the actual DSP settlement date, the land holding agency will give notice of the transfer of the deferred selection property to the territorial authority having jurisdiction in respect of that property.

RISK AND INSURANCE

- 4.69 The deferred selection property is at the sole risk of:
- 4.69.1 the Crown, until the actual DSP settlement date; and,
 - 4.69.2 the governance entity, from the actual DSP settlement date.

DAMAGE AND DESTRUCTION

- 4.70 Paragraphs 4.71 to 4.75 apply if, before the actual DSP settlement date:
- 4.70.1 the deferred selection property is destroyed or damaged; and
 - 4.70.2 the destruction or damage has not been made good.
- 4.71 If, as a result of the destruction or damage, the deferred selection property is untenable:
- 4.71.1 the governance entity may cancel the transfer by notice in writing to the land holding agency; or
 - 4.71.2 if the property is a leaseback property, the land holding agency may cancel the transfer by notice in writing to the governance entity; and
 - 4.71.3 if neither the governance entity or the land holding agency cancel the transfer under this clause, the governance entity must complete the transfer on the condition that the land holding agency pay to the governance entity, as a partial refund of the purchase price, the amount by which the value of the deferred selection property has diminished as at the actual DSP settlement date as a result of the destruction or damage.
- 4.72 If, despite the destruction or damage, the deferred selection property is tenable, the governance entity must complete the transfer on the condition that the land holding agency pay to the governance entity, as a partial refund of the purchase price, the amount by which

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE**

4 DEFERRED PURCHASE

the value of the deferred selection property has diminished as at the actual DSP settlement date as a result of the destruction or damage.


- 4.73 The governance entity or the land holding agency may give the other notice:
- 4.73.1 requiring a dispute as to the application of paragraphs 4.71 and 4.72 be determined by an arbitrator to be appointed by the President of the New Zealand Law Society; and
 - 4.73.2 after the appointment of the damage and destruction arbitrator, referring the dispute to him or her for determination under the Arbitration Act 1996.
- 4.74 If a dispute as to the application of paragraphs 4.71 and 4.72 is not determined by the DSP settlement date, transfer and possession of the deferred selection property is deferred until the fifth business day following the determination of the dispute.
- 4.75 Despite paragraph 4.74, a damage and destruction arbitrator may determine that the possession date:
- 4.75.1 is not to be deferred; or
 - 4.75.2 is to be deferred to a different day to that provided by paragraph 4.74.

AMOUNT PAYABLE NOT AFFECTED

- 4.76 The amount payable by the governance entity under this part for the deferred selection property will not be affected by either or both of the following:
- 4.76.1 a variation to a disclosed encumbrance under paragraph 4.62.1; or
 - 4.76.2 a new encumbrance entered into by the Crown under paragraph 4.62.2.

BOUNDARIES AND TITLE

- 4.77 The Crown is not required to point out the boundaries of the deferred selection property.
- 4.78 If the deferred selection property is subject only to the disclosed encumbrances (as they may be varied under clause 4.62.1), any additional encumbrance under paragraph 4.62.2, and if the property is a leaseback property the ground lease to the land holding agency, the governance entity:
- 4.78.1 will be treated as having accepted the Crown's title to the property as at the actual DSP settlement date; and
 - 4.78.2 may not make any objections to, or requisitions on, it.
- 4.79 Any error, omission, or misdescription of the deferred selection property or its title shall not annul the transfer of the deferred selection property.



4 DEFERRED PURCHASE

FENCING

4.80 The Crown:

4.80.1 is not liable to pay for, or contribute towards, the expense of erecting or maintaining a fence between the deferred selection property and any contiguous land of the Crown (unless the Crown requires the fence); and

4.80.2 may require a fencing covenant to this effect in a transfer of the deferred selection property.

4.81 Paragraph 4.80 will not continue for the benefit of any purchaser from the Crown of the contiguous land.

DISCLOSURE INFORMATION

4.82 The Crown warrants to the governance entity that the disclosure information in relation to the deferred selection property is, as at the date the information is provided under paragraph 4.6.1, all the material information that relates to the deferred selection property of which the land holding agency is aware, having:

4.82.1 inspected its records but not made enquiries beyond its records but; and in particular

4.82.2 not undertaken a physical inspection of the deferred selection property.

4.83 Except as provided in paragraph 4.82, the Crown gives no representation or warranty, whether express or implied, and does not accept any responsibility, with respect to:

4.83.1 the deferred selection property including as to its ownership, management, occupation, physical condition, use or, compliance with:

(a) any legislation including by-laws; or

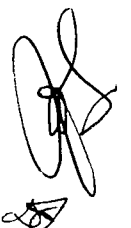
(b) any enforcement or other notice, requisition, or proceedings issued by any authority; or

4.83.2 the completeness or accuracy of the disclosure information.

4.84 The governance entity acknowledges that, although the Crown is not giving any representation or warranty in relation to the deferred selection property, except as provided in paragraph 4.82, the governance entity had the opportunity prior to the DSP settlement date, in addition to being able to examine the disclosure information, to:

4.84.1 inspect the property; and

4.84.2 determine its state and condition.



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE**

4 DEFERRED PURCHASE

DELAYED TRANSFER OF LEGAL TITLE

4.85 If all the land comprising the deferred selection property is not all of the land contained in a computer freehold register or registers, the Crown covenants for the benefit of the governance entity that it will:

4.85.1 arrange for the creation of a computer freehold register or registers for all that land; and

4.85.2 transfer title to the deferred selection property, as soon as is reasonably practicable, but no later than five years after the actual DSP settlement date.

4.86 The covenant given by the Crown under paragraph 4.85 has effect and is enforceable, despite:

4.86.1 being positive in effect; and

4.86.2 there being no dominant tenement.

4.87 If paragraph 4.85 applies then, for the period from the actual DSP settlement date until the date that the Crown transfers the title to the deferred selection property to the governance entity:

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

4.87.2 all obligations and rights will be performed and arise as if full legal title had passed to the governance entity on the actual DSP settlement date; and

4.87.3 the governance entity may not serve a settlement notice under paragraph 4.103.

INTEREST

4.88 If for any reason (save the default of the Crown) all or any of the market value, or any other monies, payable by the governance entity to the land holding agency in relation to the deferred selection property are not paid on the DSP settlement date:

4.88.1 the land holding agency is not required to give possession of the property to the governance entity; and

4.88.2 the governance entity must pay the land holding agency default interest at the rate of 12% per annum on all the unpaid moneys (plus GST if any) for the period from the DSP settlement date to the actual DSP settlement date.

4.89 Paragraph 4.88 is without prejudice to any other rights or remedies available to the Crown at law or in equity.



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE**

4 DEFERRED PURCHASE

SETTLEMENT NOTICE

- 4.90 If, without the written agreement of the governance entity and the land holding agency, settlement is not effected on the DSP settlement date then:
- 4.90.1 either the land holding agency or the governance entity may at any time after the DSP settlement date serve notice on the other (a **settlement notice**) requiring the other to effect settlement; but
- 4.90.2 the settlement notice is effective only if the party serving it is:
- (a) ready, able, and willing to effect settlement in accordance with the settlement notice; or
- (b) not ready, able, and willing to effect settlement only by reason of the default or omission of the other party; and
- 4.90.3 upon service of a settlement notice, the party on which it is served must effect settlement within 10 business days after the date of service (excluding the date of service); and
- 4.90.4 time is of the essence under paragraph 4.90.3; and
- 4.90.5 if the party in default does not comply with the terms of a settlement notice, the other party may cancel the agreement constituted by paragraph 4.8.
- 4.91 Paragraph 4.90, and the exercise of rights under it, is without prejudice to any other rights or remedies, whether in law, at equity or otherwise, that the party not in default may have.

MISCELLANEOUS

Further assurances

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

Non-merger

- 4.93 On transfer of the deferred selection property to the governance entity:
- 4.93.1 the provisions of this subpart will not merge; and
- 4.93.2 to the extent any provision of this subpart has not been fulfilled, it will remain in force.



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: PROVISIONS SCHEDULE

4 DEFERRED PURCHASE

H DEFERRED SELECTION PROPERTIES

Land holding agency	Property name	Legal description	Address	Valuation
SHELLY BAY PROPERTIES				
New Zealand Defence Force	Shelly Bay Defence Property – Offices, Accommodation and Married Quarters	0.8049 hectares more or less being Sections 8 and 9 SO 339948. All CFR 205722 2.9427 hectares more or less being Section 1 SO 37849. All GN B654821.1.		Separately valued
New Zealand Defence Force	Shelly Bay Defence Property – Base Commander's house	1.2969 hectares more or less being Part Lot 3 DP 3020 and Section 2 SO 339948. All CFR 223338.		Separately valued
New Zealand Defence Force	Shelly Bay Wharves			Separately valued
Department of Corrections	Surplus Corrections land adjoining Wellington Prison	2.8624 hectares more or less being Part Section 20 Watts Peninsula District. All CFR WN46B/925.		Separately valued

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: PROVISIONS SCHEDULE

4 DEFERRED PURCHASE

Land holding agency	Property name	Legal description	Address	Valuation
NON-LEASEBACK PROPERTIES				
Office of Treaty Settlements	Part Korokoro School (vacant residential section)	0.8370 hectares more or less being Lot 2 DP 327546. All CFR 112043.	Korokoro Road, Lower Hutt	Jointly valued
Office of Treaty Settlements	Former Woodhatton Primary School (closed)	1.7530 hectares more or less being Lot 1 DP 328964. All CFR 118246.	Wood Street, Wainuiomata	Separately valued
Office of Treaty Settlements	Petone College (closed school)	3.3031 hectares more or less being Section 2 SO 327922. All CFR 355528	29 North St (also known as 25-28 Graham St)	Separately valued
Office of Treaty Settlements	Kelburn Health property	0.0433 hectares more or less being Lot 1 DP 9340. All CFR WN5D/349.	1A Gladstone Terrace	Jointly valued
Office of Treaty Settlements	Kelburn Health property	0.0740 hectares more or less being Lot 2 DP 11429. All CFR WN54C/23.	35 Salamanca Road	Jointly valued
Office of Treaty Settlements	Kelburn Health property	0.2297 hectares more or less being Lots 10, 11, 12, 22 and 23 DP 6205 and Part Sections 1262 and 1254 Town of Wellington. All CFR WN6B/195	37-41 Salamanca Road	Jointly valued
Office of Treaty Settlements	Kaumatua Flats	0.1895 hectares more or less being Lot 1 DP 57961. All CFR WN27B/978.	12 Wellington Road, Lower Hutt	Jointly valued
Office of Treaty Settlements	Kaumatua Flats	0.1069 hectares more or less being Lot 86 DP 15344. All CFR WN41D/758.	138 Whites Line East, Lower Hutt	Jointly valued
Office of Treaty Settlements	Vacant Transit Land alongside Wellington Motorway	0.0102 hectares more or less being Lot 2 DP 303746. All CFR 14970. 0.1265 hectares more or less being Lot 2 DP 381 133. All CFR 325158.	13 Parliament St and 107 Hill St	Jointly valued
Office of Treaty Settlements	Vacant land in Seatoun	0.1044 hectares more or less being Lot 2 DP 352046. All CFR 213488.	11 Ventnor St, Seatoun	Jointly valued
Office of Treaty Settlements	Ministerial Services	0.0579 hectares more or less being Lot 22 Block III DP 1197. All CFR WN37D/634.	9 Central Terrace	Jointly valued
Office of Treaty Settlements	Former Petone Fire Station	0.1232 hectares more or less being Lots 173 and 174 and Part Lot 175 DP 1232 and Lot 42 DP 1533. All CFR WN39A/325.		Separately valued

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: PROVISIONS SCHEDULE

4 DEFERRED PURCHASE

Land holding agency	Property name	Legal description	Address	Valuation
Office of Treaty Settlements	Former CYFS House - Seven bedroom house	0.2481 hectares more or less being Lot 1 DP 72224. All CFR WN40D/247.	116 Naenae Road, Lower Hutt	Jointly valued
Ontrack	Wellington Railway Station and Social Hall Building and underlying land	0.8630 hectares approximately being Part Lot 1 DP 10550. Part CFR WN53C/751. (Wellington Railway Station) Subject to final survey 0.0570 hectares approximately being Part Lot 1 DP 10550. Part CFR WN53C/751. (Railway Social Hall) Subject to final survey		Separately valued

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: PROVISIONS SCHEDULE

4 DEFERRED PURCHASE

Land holding agency	Property name	Legal description	Address	Valuation	Value of property for purposes of paragraph 4.4.2
LEASEBACK PROPERTIES					
Archives New Zealand	National Archives	0.5466 hectares more or less being Section 1257 Town of Wellington. All CFR WN34D/86.	10 Mulgrave Street	Separately valued	\$16,700,000
Ministry of Education	Hutt Valley High School	0.0638 hectares more or less being Lot 2 DP 8552. All CFR WN391/52. 0.0637 hectares more or less being Lot 5 DP 8552. All Proc 1909. 0.0624 hectares more or less being Lot 6 DP 8552. All CFR WN415/167. 6.9153 ha more or less being Part Lot 2 DP 302798. Balance CFR 10779.		Separately valued	\$9,250,000
Ministry of Education	Northland School	0.4300 hectares more or less being Section 73 Karori District. All CFR WNC4/962.	14 Harbour View Road	Separately valued	\$1,525,000
Ministry of Education	Wellington Girls College	1.3284 hectares more or less being Section 16 Kaiwharawhara District. All CFR WNC4/964. 0.0273 hectares more or less being Part Section 584 Town of Wellington. All Proc 4947. 0.0356 hectares more or less being Lots 1, 2 and 3 DP 6786. All Proc 3803. 0.2795 hectares more or less being Part Section 595 Town of Wellington. All CFR WN287/169. 0.2023 hectares more or less being Part Reserve 2 Town of Wellington. All CFR WN1/205. 0.0840 hectares more or less being Part Lot 1 Plan A/1655. Balance Proc 3545. 0.0964 hectares more or less being Part Lot 1 Plan A/1655. All Proc 3559. 0.0026 hectares more or less being Part Section 595 Town of Wellington. All Gazette 1963 page 295.	Pipitea Street	Separately valued	\$13,800,000

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: PROVISIONS SCHEDULE

4 DEFERRED PURCHASE

Land holding agency	Property name	Legal description	Address	Valuation	Value of property for purposes of paragraph 4.4.2
		<p>0.1037 hectares more or less being Part Reserve 2 Town of Wellington. All Proc 516721.</p> <p>0.0961 hectares more or less being Part Reserve 2 Town of Wellington. All Proc 4931.</p> <p>0.1662 hectares more or less being Part Sections 585, 586 and 595 Town of Wellington. All CFR WN401/294.</p> <p>0.0195 hectares more or less being Lot 1 DP 6748. All GN 769737.</p> <p>0.0200 hectares more or less being Lot 2 DP 6748. All GN 781992.1.</p> <p>0.0357 hectares more or less being Lot 9 DP 861. All GN 816120.</p> <p>0.0486 hectares more or less being Part Lots 1 and 8 DP 861. All GN 843902.</p> <p>0.0271 hectares more or less being Part Lots 1, 2 and 8 DP 861. All Proc 5205.</p> <p>0.0483 hectares more or less being Part Lots 1 and 2 DP 861. All GN 784567.</p> <p>0.0843 hectares more or less being Closed Road as shown on SO 25534. All Proc 575531.</p> <p>0.0329 hectares more or less being Lot 1 DP 808. All Proc 5178.</p> <p>0.1752 hectares more or less being Lot 1 DP 10348, Parts Lot 2 DP 9787, Part Lot 1 Plan A/1202 and Lot 1 DP 9787. All GN 857207.</p> <p>0.0169 hectares more or less being Part Section 585 Town of Wellington. All Proc 4544.</p> <p>0.0156 hectares more or less being Lot 1 Deeds Plan 590. All Proc 450145.</p> <p>0.0112 hectares more or less being Lot 2 Deeds Plan 590. All Proc 5353.</p> <p>0.0120 hectares more or less being Lot 3 Deeds Plan 590. All Proc 474444.</p> <p>0.0117 hectares more or less being Lot 4 Deeds Plan 590. All Proc 476855.</p> <p>0.0118 hectares more or less being Lot 5 Deeds Plan 590. All Proc 479955.</p> <p>0.0117 hectares more or less being Lot 6 Deeds Plan 590. All CFR WN562/149.</p> <p>0.0115 hectares more or less being Lot 7 Deeds Plan 590. All CFR WN560/79.</p>			

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: PROVISIONS SCHEDULE

4 DEFERRED PURCHASE

Land holding agency	Property name	Legal description	Address	Valuation	Value of property for purposes of paragraph 4.4.2
Ministry of Education	Te Aro School	1.0891 hectares more or less being Section 434 and Part Sections 432 and 433 Town of Wellington. Balance GN B492166.2.	The Terrace	Separately valued	\$8,200,000
Ministry of Justice	Wellington High Court	0.2315 hectares more or less being Section 1 SO 35741. All CFR WN43B/185. 0.0989 hectares more or less being Section 2 SO 35741. All CFR WN43B/186.	2 Molesworth St	Separately valued	\$15,300,000
Ministry of Justice	Wellington District Court	0.1641 hectares more or less being Sections 1, 2 and 3 Block VI Thorndon Reclamation and Lot 1 DP 6634. All CFR WN41D/189.	43 Ballance St	Separately valued	\$24,800,000
National Library	National Library	0.5566 hectares more or less being Section 2 SO 36509. All CFR WN39D/608.	58 Molesworth St	Separately valued	\$27,600,000
New Zealand Police	Electronics workshop	0.0110 hectares more or less being Section 1 SO 24543. Balance GN 553232. 0.1562 hectares more or less being Lots 9, 10, 11, 13, 14, 15, 16 and 18 and Part Lots 8, 12 and 17 DP 1776. All GN 556430.	72 Adelaide Rd, Newtown	Separately valued	\$270,000
New Zealand Police	Eastbourne Police Station	0.2142 hectares more or less being Lots 5 and 6 DP 1679. All CFR WN234/218.	117-119 Muritai Road	Separately valued	\$1,075,000
New Zealand Police	Petone CPC	0.1075 hectares more or less being Part Section 6 Hutt District. All GN B285810.1.	27a Jackson Street	Separately valued	\$770,000
New Zealand Police	Wainuiomata Police Station	0.1089 hectares more or less being Lots 18 and 19 DP 17210 and Lots 1 and 2 DP 25430. All GN 665194.1.	3 Fitzherbert Road	Separately valued	\$195,000

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: PROVISIONS SCHEDULE

4 DEFERRED PURCHASE

Land holding agency	Property name	Legal description	Address	Valuation	Value of property for purposes of paragraph 4.4.2
Ontrack	Land between Railway Station and Waterloo Quay	0.0465 hectares more or less being Lot 3 DP 11169. All CFR WN40A/558.	69-71 Waterloo Quay	Separately valued	\$840,000
Ontrack	Land between Railway Station and Waterloo Quay	0.1178 hectares more or less being Lot 33 DP 80544. All CFR WN47A/801.	73-79 Waterloo Quay	Separately valued	\$1,880,000
Ontrack	Land between Railway Station and Waterloo Quay	0.0775 hectares more or less being Lot 39 DP 79376. All CFR WN45D/804.	61-67 Waterloo Quay	Separately valued	\$1,350,000

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE

4 DEFERRED PURCHASE

APPENDIX 1

[Note: These instructions may be modified to apply to more than one joint valuation property.]

Valuation instructions to a jointly appointed valuer for a joint valuation property

INTRODUCTION

The Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) deed of settlement dated [] (the deed) gives the Port Nicholson Block Settlement Trust (the governance entity) the right to purchase properties from the Crown.

This right is given by part 4 of the provisions schedule to the deed (part 4).

The governance entity has given the Crown (the land holding agency) a notice of interest in the following property:

[describe the property including its legal description]

DEED ENCLOSED

A copy of the deed is enclosed.

Your attention is drawn to part 4. All references to subparts or paragraphs in this letter are to subparts or paragraphs of part 4.

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

The property is a joint valuation property for the purposes of part 4. Subpart D applies to the valuation of joint valuation properties.

VALUATION REQUIRED

The governance entity and the land holding agency require you to undertake a valuation to assess the market value of the property as at the date the land holding agency received the notice of interest from the governance entity. That date was *[date]* (the valuation date).

The market value of the property assessed by you (plus GST if any) will be the market value at which the governance entity may elect to purchase the property under part 4.

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

REQUIREMENTS FOR THE VALUATION

Our requirements for your valuation are as follows:

1. You are to assume that:
 - (a) the property is a current asset and was available for immediate sale as at the valuation date; and

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE**

4 DEFERRED PURCHASE

- (
- (b) all statutory and regulatory processes imposed on the Crown to dispose of the property have been met.
2. The effective date of your valuation is the valuation date.
3. Your valuation is to:
- (a) be on the basis of market value as defined in the International Valuation Standards contained in the Property Institute of New Zealand Professional Practice (Fifth Edition); and
 - (b) take into account:
 - (i) any encumbrances, interest, or other matter affecting or benefiting the property as are noted on its title on the valuation date; and
 - (ii) the attached disclosure information (which is the information given to the governance entity by the land holding agency about the property under paragraph 4.6.1, including the disclosed encumbrance information) but not a claim by, or on behalf of, Taranaki Whānui ki Te Upoko o Te Ika in relation to the property; and
 - (iii) the terms of transfer set out in subpart G (which will apply to a purchase of the property by the governance entity).

REQUIREMENTS FOR YOUR VALUATION REPORT

We require a full valuation report in accordance with the Property Institute of New Zealand Professional Practice (Fifth Edition), including:

- (
- an executive summary containing:
 - o a summary of the valuation along with key valuation parameters;
 - o a summary of key issues affecting value;
 - an assessment of the market value (exclusive of GST) of the property as at the valuation date;
 - compliance with the minimum requirements as set out in section 5 of the International Valuation Standard 1 Market Value Basis of Valuation, and other relevant standards, insofar as they are consistent with subpart D;
 - a clear definition of the distinction between the land value and the value of improvements;
 - a clear statement as to the impact (if any) of the disclosed encumbrance information;
 - details of your assessment of the highest and best use of the property;
 - comment on the rationale of likely purchasers of the property;



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE**

4 DEFERRED PURCHASE

- full details of the approaches to value and a clear identification of the key variables which in your opinion have a material impact on the valuation;
- a detailed description of improvements;
- attaching appendices setting out:
 - o a statement of valuation methodology and policies; and
 - o relevant market and sales information.

ACCEPTANCE OF THESE INSTRUCTIONS

By accepting these instructions, you acknowledge that you will prepare and provide a valuation report to the governance entity and the land holding agency no later than 50 business days after the valuation date.

OPEN AND TRANSPARENT VALUATION

The governance entity and the land holding agency intend this valuation to be undertaken in an open and transparent manner, and for all dealings and discussions to be undertaken in good faith.

In particular, you must copy any questions you have or receive with regard to the property, together with the responses, to the governance entity and the land holding agency.



4 DEFERRED PURCHASE

APPENDIX 2

[Note: These instructions may be modified to apply to more than one separate valuation property. The references to the determination of market rental must be deleted if the property is not a leaseback property.]

Valuation instructions to the governance entity's or the Crown's valuer for a separate valuation property

INTRODUCTION

The Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) deed of settlement dated [] (the deed) gives the Port Nicholson Block Settlement Trust (the governance entity) the right to purchase properties from the Crown.

This right is given by part 4 of the provisions schedule to the deed (part 4).

The governance entity has given the Crown (the land holding agency) a notice of interest in the following property:

[describe the property including its legal description]

DEED ENCLOSED

A copy of the deed is enclosed.

Your attention is drawn to part 4. All references to subparts or paragraphs in this letter are to subparts or paragraphs of part 4.

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

The property is a separate valuation property for the purposes of part 4. Subpart E applies to the valuation of separate valuation properties.

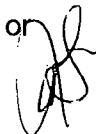
VALUATION REQUIRED

You are required to undertake a valuation to assess the market value of the property as at the date the land holding agency received the notice of interest from the governance entity. That date was [date] (valuation date). [You are also required to assess the market rental of the property as at the valuation date.]

Another registered valuer will be required by [the land holding agency][the governance entity][delete one] to assess the market value of the property [,and its market rental,] at the valuation date.

The two valuations are to enable the market value of the property [, and its market rental,] to be determined either:

- (a) by agreement between the land holding agency and the governance entity; or
- (b) by arbitration.



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE**

4 DEFERRED PURCHASE

You are to:

- (a) before inspecting the property, agree with the other valuer:
 - (i) the valuation method applicable to the property; and
 - (ii) the comparable sales [,and market rentals,] to be used in determining the value of the property; and
- (b) inspect the property together with the other valuer; and
- (c) attempt to resolve any matters arising from your inspections by the following day; and
- (d) within 50 business days of the notification date, deliver a copy of your valuation report to us, the other valuer, and the [land holding agency][the governance entity][*delete one*]; and
- (e) within 55 business days of the notification date:
 - (i) prepare an independent analysis of both valuation reports to assist the governance entity and the land holding agency to agree a market value for the property; and
 - (ii) give your analysis to us and the other valuer; and
- (f) participate in any arbitration process required under subpart E to determine the market value [, and the market rental,] of the property.

REQUIREMENTS FOR YOUR VALUATION

Our requirements for your valuation are as follows:

1. You are to assume that:
 - (a) the property is a current asset and was available for immediate sale as at the valuation date; and
 - (b) all statutory and regulatory processes imposed on the Crown to dispose of the property have been met.
2. The effective date of your valuation is the valuation date.
3. The valuation is to:
 - (a) assess market value on the basis of market value as defined in the International Valuation Standards contained in the Property Institute of New Zealand Professional Practice (Fifth Edition); and
 - (b) assess market rental as the amount, exclusive of GST, and expressed as an annual payment, at which the land only of the property would lease (as the lessee's improvements are not transferring to the governance entity) subject to specific lease terms and conditions, between a willing lessor and a willing

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE**

4 DEFERRED PURCHASE

lessee, in an arm's length transaction, if the parties to the transaction had each acted knowledgeably, prudently, and without compulsion; and

- (c) take into account:
- (i) any encumbrances, interest, or other matter affecting or benefiting the property as are noted on its title on the valuation date;
 - (ii) the attached disclosure information (which is the information given to the governance entity by the land holding agency about the property under paragraph 4.6.1, including the disclosed encumbrance information) but not a claim by, or on behalf of, Taranaki Whanui ki Te Upoko o Te Ika in relation to the property; and
 - (iii) the terms of transfer set out in subpart G (which will apply to a purchase of the property by the governance entity); and
 - (iv) if the property is a leaseback property, the lease terms for the ground lease of the property (as the lessee's improvements are not transferring to the governance entity); and
- (d) if the property is a leaseback property, take no account of the value for that property provided in column 6 of subpart H of part 4 in relation to the property.

REQUIREMENTS FOR THE VALUATION REPORT

A full valuation report in accordance with the Property Institute of New Zealand Professional Practice (Fifth Edition) is required, including:

- an executive summary containing:
 - o a summary of the valuation along with key valuation parameters;
 - o a summary of key issues affecting value;
- an assessment of the market value (exclusive of GST) of the property [, and its market rental,] as at the valuation date;
- compliance with the minimum requirements as set out in section 5 of the International Valuation Standard 1 Market Value Basis of Valuation and other relevant standards, insofar as they are consistent with subpart E;
- a clear definition of the distinction between the land value and the value of improvements;
- a clear statement as to the impact (if any) of the disclosed encumbrance information;
- details of your assessment of the highest and best use of the property;
- comment on the rationale of likely purchasers [,and tenants,] of the property;
- full details of the approaches to value and a clear identification of the key variables which in your opinion have a material impact on the valuation;

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE**

4 DEFERRED PURCHASE

- a detailed description of improvements;
- attaching appendices setting out:
 - o a statement of valuation methodology and policies; and
 - o relevant market and sales information.

ACCEPTANCE OF THESE INSTRUCTIONS

By accepting these instructions, you acknowledge that you will prepare and deliver the valuation report by no later 50 business days after the valuation date.

OPEN AND TRANSPARENT VALUATION

The governance entity and the land holding agency intend this valuation to be undertaken in an open and transparent manner, and for all dealings and discussions to be undertaken in good faith.

In particular, you must copy any questions you have or receive with regard to the property, together with the responses, to the governance entity and the land holding agency.



5 TAX

STATEMENT OF AGREED TAX PRINCIPLES

5.1 The parties agree that:

5.1.1 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; or
- (c) a dutiable gift for gift duty purposes; and

5.1.2 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

5.1.3 the transfer of each:

- (a) deferred selection property; and
- (b) 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

5.1.4 interest paid by the Crown under this deed (including amounts that are referred to in clause 8.9) is either assessable income or exempt income, for income tax purposes, depending on the recipient's status for income tax purposes; and the receipt or payment of that interest is not subject to indemnification for tax by the Crown under this deed; and

5.1.5 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

5.1.6 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).

5 TAX

ACKNOWLEDGEMENTS

5.2 To avoid doubt, the parties acknowledge:

5.2.1 that the tax indemnities given by the Crown in this part, and the principles and acknowledgements in paragraphs 5.1 and 5.2:

- (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

5.2.2 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

5.2.3 paragraph 5.2.2 does not:

- (a) extend to an obligation of the Crown in respect of the deferred selection properties or the RFR land; or
- (b) affect an obligation of the governance entity to pay the purchase price relating to a deferred selection property or any RFR land; and

5.2.4 without limiting paragraph 5.2.2, 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

5.2.5 without limiting paragraph 5.2.2, 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 5.2.1), the payment of those amounts and the bearing of those costs is not subject to indemnification for tax by the Crown under this deed.



5 TAX

ACT CONSISTENT WITH TAX PRINCIPLES

- 5.3 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 5.1 and 5.2.

MATTERS NOT TO BE IMPLIED FROM TAX PRINCIPLES

- 5.4 Nothing in paragraph 5.1 is intended to suggest or imply that:
- 5.4.1 the payment, credit, or transfer of redress, or an indemnity payment, by the Crown to the governance entity is chargeable with GST; or
 - 5.4.2 if the governance entity is a charitable trust or other charitable entity:
 - (a) the payments, properties, interests, rights, or assets the governance entity receives or derives from the Crown under this deed are received or derived other than exclusively for charitable purposes; or
 - (b) the governance entity derives or receives amounts other than as exempt income for income tax purposes; or
 - 5.4.3 gift duty is imposed on any payment to, or transaction with, the governance entity under this deed.

INDEMNITY FOR GST IN RESPECT OF REDRESS AND INDEMNITY PAYMENTS

Redress provided exclusive of GST

- 5.5 If and to the extent that:
- 5.5.1 the payment, credit, or transfer of redress; or
 - 5.5.2 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

- 5.6 If and to the extent that:
- 5.6.1 the payment, credit, or transfer of redress; or
 - 5.6.2 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,

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE**

5 TAX

credited, or transferred and/or the indemnity payment is made, the Crown will, on demand in writing, indemnify the governance entity for that GST.

INDEMNITY FOR INCOME TAX IN RESPECT OF REDRESS AND INDEMNITY PAYMENTS

5.7 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:

5.7.1 the payment, credit, or transfer of redress; or

5.7.2 an indemnity payment;

from the Crown is treated as, or as giving rise to, assessable income of the governance entity for income tax purposes.

INDEMNITY FOR GIFT DUTY IN RESPECT OF CULTURAL REDRESS AND THE RIGHT TO PURCHASE CERTAIN PROPERTIES

5.8 The Crown agrees to pay, and to indemnify the governance entity against any liability that the governance entity has in respect of, any gift duty assessed as payable by the Commissioner of Inland Revenue in respect of the payment, credit, or transfer by the Crown to the governance entity of:

5.8.1 any cultural redress; or

5.8.2 the right to purchase any deferred selection property; or

5.8.3 the right of first refusal to purchase any RFR land.

DEMANDS FOR INDEMNIFICATION

Notification of indemnification event

5.9 Each of:

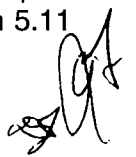
5.9.1 the governance entity; and

5.9.2 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

5.10 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 5.11 and may be made at any time, and from time to time, after the settlement date.



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE**

5 TAX

When demands are to be made

5.11 Except:

5.11.1 with the written agreement of the Crown; or

5.11.2 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

5.12 Without limiting paragraph 5.9, a demand for indemnification by the governance entity under this part must be accompanied by:

5.12.1 appropriate evidence (which may be a 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

5.12.2 where the demand is for indemnification for GST, if the Crown requires, an appropriate GST tax invoice.

Repayment of amount on account of tax

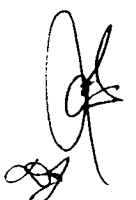
5.13 If payment is made by the Crown on account of tax to the governance entity or the Commissioner of Inland Revenue (for the account of the governance entity) and it is determined or held that no such tax (or an amount of tax that is less than the payment which the Crown made on account of tax) is or was payable or properly assessed, to the extent that the governance entity:

5.13.1 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

5.13.2 has been refunded the amount of the payment by the Inland Revenue Department; or

5.13.3 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.



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE**

5 TAX

Payment of amount on account of tax

- 5.14 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:
- 5.14.1 the “due date” for payment of that amount to the Inland Revenue Department under the applicable tax legislation; or
 - 5.14.2 the next business day following receipt by the governance entity of that payment from the Crown.

Payment of costs

- 5.15 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:
- 5.15.1 any demand for indemnification of the governance entity under or for the purposes of this part; and
 - 5.15.2 any steps or actions taken by the governance entity in accordance with the Crown’s requirements under paragraph 5.17.

DIRECT PAYMENT OF TAX: CONTROL OF DISPUTES

- 5.16 Where any liability arises to the Crown under this part, the following provisions also apply:
- 5.16.1 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
 - 5.16.2 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
 - 5.16.3 the Crown reserves the right to:
 - (a) nominate and instruct counsel on behalf of the governance entity whenever it exercises its rights under paragraph 5.16.2; and

5 TAX

- (b) recover from the Commissioner of Inland Revenue the amount of any tax paid and subsequently held to be refundable.

RULINGS, APPLICATIONS

- 5.17 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

- (5.18 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;

gift duty means gift duty imposed under the Estate and Gift Duties Act 1968 and includes any interest or penalty payable in respect of, or on account of, the late or non-payment of, gift duty;

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;

(**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.

- 5.19 In the interpretation of this Part 5, 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.



6 NOTICE

APPLICATION OF THIS PART

6.1 Unless otherwise provided in this deed or a settlement document, this part applies to notices under this deed or a settlement document to or by:

6.1.1 Taranaki Whānui ki Te Upoko o Te Ika; or

6.1.2 the governance entity; or

6.1.3 the Crown.

REQUIREMENTS

6.2 A notice must be:

In writing and signed

6.2.1 in writing and signed by the person giving it (but, where the trustees for the time being of a trust are the governance entity, the notice is effective if a minimum of three of the trustees sign it); and

Addressed

6.2.2 addressed to the recipient at its address or facsimile number as provided:

(a) in part 1 of this schedule; or

(b) if the recipient has given notice of a new address or facsimile number, as provided in the most recent notice of a change of address or facsimile number; and

Delivered

6.2.3 given by:

(a) delivering it by hand to the recipient's address; or

(b) posting it in an envelope with pre-paid postage addressed to the recipient's address; or

(c) by faxing it to the recipient's facsimile number.

TIMING

6.3 A notice is to be treated as having been received:

6.3.1 at the time of delivery, if delivered by hand; or



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE**

6 NOTICE

- 6.3.2 on the second day after posting, if given by pre-paid post; or
- 6.3.3 on the day of transmission, if faxed; but
- 6.3.4 on the next business day, if under paragraphs 6.3.1 – 6.3.3 it is treated as having been received after 5pm on a business day or on a non-business day.



7 GENERAL PROVISIONS

THIS DEED WITHOUT PREJUDICE UNTIL UNCONDITIONAL

- 7.1 Until this deed becomes unconditional after the satisfaction of the conditions under clause 7.1 of the deed, it:
- 7.1.1 is entered into on a “without prejudice” basis; and
 - 7.1.2 in particular, may not be used as evidence in any proceedings before, or presented to, a court, tribunal (including the Waitangi Tribunal), or other judicial body.
- 7.2 Paragraph 7.1 does not exclude any jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed.
- 7.3 Despite clause 7.1 of the deed, the following provisions are binding from the date of this deed:
- 7.3.1 clauses 7.1 to 7.3, and 7.7 to 7.10, of the deed;
 - 7.3.2 part 4 of this schedule so far as it applies to the Shelly Bay properties and subpart F of part 4 of this schedule; and
 - 7.3.3 parts 6, 7 and 8 of this schedule.

ENTIRE AGREEMENT

- 7.4 This deed and the settlement documents:
- 7.4.1 constitute the entire agreement in relation to the matters in each of them; and
 - 7.4.2 supersede all earlier negotiations, representations, warranties, understandings and agreements in relation to the matters in each of them including the terms of negotiation and the agreement in principle; but
 - 7.4.3 do not supersede the Treaty of Waitangi.

NO WAIVER OR ASSIGNMENT

- 7.5 Except as provided in this deed or a settlement document:
- 7.5.1 a failure, delay, or indulgence in exercising a right or power under this deed, or a settlement document, does not operate as a waiver of that right or power; and
 - 7.5.2 a single, or partial, exercise of a right or power under this deed, or a settlement document, does not preclude:
 - (a) a further exercise of that right or power; or



7 GENERAL PROVISIONS

(b) the exercise of another right or power; and

7.5.3 a person may not transfer or assign a right or obligation under this deed or a settlement document.



8 DEFINED TERMS AND INTERPRETATION

DEFINED TERMS

8.1 In this deed:

agreement in principle has the meaning given to it in clause 1.7.2;

area of interest means the area that Taranaki Whānui ki Te Upoko o Te Ika identify as their area of interest, as set out in part 7 of the documents schedule;

authorised person in relation to:

- (a) a cultural redress property, has the meaning given to the term by clause 2.56(7) of the draft bill; and
- (b) a commercial redress property, has the meaning given to the term by clause 3.2(5) of the draft bill;

business day means the period from 9am to 5pm on a day other than:

- (a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign's Birthday, and Labour Day; or
- (b) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; or
- (c) the day observed as the anniversary of the province of Wellington;

cash settlement amount means the sum of \$23,138,000 payable to the governance entity under clause 6.1;

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

Crown has the meaning given to it in section 2(1) of the Public Finance Act 1989;

Crown body means:

- (a) a Crown entity; or
- (b) a State enterprise; or
- (c) the New Zealand Railways Corporation; or
- (d) a company or body, that is wholly-owned or controlled by any one or more of the following:
 - (i) the Crown;
 - (ii) a Crown entity;
 - (iii) a State enterprise;
 - (iv) the New Zealand Railway Corporation; and



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE

8 DEFINED TERMS AND INTERPRETATION

- (e) a subsidiary of, or related company to, a company or body referred to in paragraph (d);

Crown entity has the meaning given to it in section 7(1) of the Crown Entities Act 2004;

cultural redress means the redress to be provided under part 5 of the deed and the settlement legislation giving effect to that part;

cultural redress property means each site described in schedule 2 of the draft bill;

date of this deed means the date this deed is signed by Taranaki Whānui ki Te Upoko o Te Ika and the Crown;

deed and deed of settlement means this deed of settlement between Taranaki Whānui ki Te Upoko o Te Ika, the trustees of the Port Nicholson Block Settlement Trust and the Crown, including:

- (a) the deed, this schedule, the documents schedule (including the draft bill) the RFR land schedule, the leaseback schedule and any attachment to the deed or a schedule; and
- (b) every amendment to the deed or to a schedule or an attachment to it;

deed of recognition means the deed of recognition in the form set out in part 3 of the documents schedule;

deferred selection property means a property described in subpart H of part 4 of this schedule;

Director-General has the meaning given to it in section 2(1) of the Conservation Act 1987;

disclosure information means the information provided by, or on behalf of, the Crown to Taranaki Whānui ki Te Upoko o Te Ika, in relation to:

- (a) a cultural redress property, as provided in writing by the Office of Treaty Settlements to PNBCT before the date of this deed; and
- (b) a deferred selection property, means the information given by the land holding agency under paragraph 4.6.1 of this schedule in relation to that property;

DOC protocol means the protocol to be issued by the Minister of Conservation under clauses 5.3 and 5.4 and the settlement legislation, in the form set out in part 1 of the documents schedule;

documents schedule means the documents schedule to the deed of settlement;

draft bill means the draft bill set out in part 9 of the documents schedule;

eligible member of Taranaki Whānui ki Te Upoko o Te Ika means a member of Taranaki Whānui ki Te Upoko o Te Ika who on 25 July 2008 was:

- (a) aged 18 years or over; and



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE

8 DEFINED TERMS AND INTERPRETATION

- (b) registered on the register of members of Taranaki Whānui ki Te Upoko o Te Ika kept by PNBCT for the purpose of voting on the ratification of this deed;

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

financial and commercial redress means:

- (a) the cash settlement amount; and
- (b) the right to purchase a deferred selection property (but not any deferred selection property); and
- (c) the right of any first refusal to purchase any RFR land (but not any RFR land);

fisheries protocol means the protocol to be issued by the Minister of Fisheries under clauses 5.3 and 5.4 and the settlement legislation, in the form set out in part 1 of the documents schedule;

governance entity means the trustees for the time being of the Port Nicholson Block Settlement Trust, in their capacity as trustees 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 5 of this schedule, any interest or penalty payable in respect of, or on account of, the late or non-payment of, GST;

historical claims has the meaning given to it in clauses 8.3 to 8.6;

Kapiti Coast means the district of the Kapiti Coast District Council as at the date of this deed;

land holding agency means, in relation to a deferred selection property, the department specified opposite that property in the column headed "land holding agency" in subpart H of part 4 of this schedule;

LINZ means Land Information New Zealand;

mandated signatories means the persons identified as the mandated signatories in paragraph 1.1 of this schedule:

member of Taranaki Whānui ki Te Upoko o Te Ika means an individual referred to in clause 8.1.1;

Minister means a Minister of the Crown;

Ministry for Culture and Heritage protocol means the protocol to be issued by the Minister for Arts, Culture and Heritage under clauses 5.3 and 5.4 and the settlement legislation, in the form set out in the documents schedule;

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE

8 DEFINED TERMS AND INTERPRETATION

notice means a notice in writing given under part 6 of this schedule and **notify** has a corresponding meaning;

party means:

- (a) Taranaki Whānui ki Te Upoko o Te Ika; and
- (b) the Crown; and
- (c) the governance entity;

Port Nicholson Block Settlement Trust means the trust, to be known by that name, established by a trust deed dated 11 August 2008 and signed by-

Professor Ralph Heberley Ngatata Love of Wellington, University Professor
Kevin Hikaia Amohia of Palmerston North, Retired
Neville McClutchie Baker of Petone, Consultant
Spencer Waemura Carr of Hawera, Company Director
June Te Raumange Jackson of Wellington, Retired
Dr Catherine Maarie Amohia Love of Petone, Manager
Hinekehu Ngaki Dawn McConnell of Picton, Retired
Rebecca Elizabeth Mellish of Featherston, Consultant
Dr Ihakara Porutu Puketapu of Wellington, Chief Executive Officer
Sir Paul Alfred Reeves of Auckland, former Governor General of New Zealand
Mark Te One of Paekakariki, Public Servant;

PNBCT means the following 11 people:

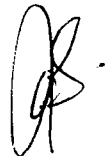
Professor Ralph Heberley Ngatata Love of Wellington, University Professor
Kevin Hikaia Amohia of Palmerston North, Retired
Neville McClutchie Baker of Petone, Consultant
Spencer Waemura Carr of Hawera, Company Director
June Te Raumange Jackson of Wellington, Retired
Dr Catherine Maarie Amohia Love of Petone, Manager
Hinekehu Ngaki Dawn McConnell of Picton, Retired
Rebecca Elizabeth Mellish of Featherston, Consultant
Dr Ihakara Porutu Puketapu of Wellington, Chief Executive Officer
Sir Paul Alfred Reeves of Auckland, former Governor General of New Zealand
Mark Te One of Paekakariki, Public Servant;

protocol means a protocol issued under clauses 5.3 and 5.4 and the settlement legislation;

provisions schedule means this schedule;

redress means:

- (a) the acknowledgements and the apology given by the Crown under part 3;
- (b) the cultural redress; and
- (c) the financial and commercial redress;



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE

8 DEFINED TERMS AND INTERPRETATION

Registrar-General means the Registrar-General of Land appointed under section 4 of the Land Transfer Act 1952;

representative entity means:

- (a) the governance entity; and
- (b) a person (including any trustee or trustees) acting for or on behalf of:
 - (i) the collective group, referred to in clause 8.1.1;
 - (ii) any one or more members of Taranaki Whānui ki Te Upoko o Te Ika;
or
 - (iii) any one or more of the whānau, hāpu, or groups of individuals referred to in clause 8.1.2;

responsible Minister means, in relation to:

- (a) the DOC protocol, the Minister of Conservation; or
- (b) the fisheries protocol, the Minister of Fisheries; or
- (c) the Ministry for Culture and Heritage protocol, the Minister for Arts, Culture and Heritage;

resumptive memorial means a memorial entered under any of the following enactments:

- (a) sections 8A to 8HJ of the Treaty of Waitangi Act 1975; or
- (b) sections 27A to 27C of the State-Owned Enterprises Act 1986; or
- (c) sections 211 to 213 of the Education Act 1989; or
- (d) part 3 of the Crown Forest Assets Act 1989; or
- (e) part 3 of the New Zealand Railways Corporation Restructuring Act 1990;

schedules means the provisions schedule, the documents schedule, the RFR land schedule and the leaseback schedule;

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

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

settlement document means a document entered into by the Crown to give effect to this deed being:

- (a) each protocol; and



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE

8 DEFINED TERMS AND INTERPRETATION

- (b) the deed of recognition;

settlement legislation means:

- (a) the bill proposed by the Crown for introduction to the House of Representatives referred to in clauses 7.4 and 7.5; and
(b) if the bill is passed, the resulting Act;

settlement property means:

- (a) each cultural redress property; and
(b) each deferred selection property; and
(c) all RFR land; and

State enterprise has the meaning given to it in section 2 of the State-Owned Enterprises Act 1986;

statement of association means each statement made by Taranaki Whānui ki Te Upoko o Te Ika in relation to a statutory area (as defined in the draft bill) as set out in part 2 of the documents schedule;

Taranaki area means the area within the claimants' boundaries shown in figure 4 of the Taranaki Report-Kaupapa Tuatahi of the Waitangi Tribunal submitted to the Minister in Charge of Treaty of Waitangi Negotiations and the Minister of Māori Affairs on 18 June 1996;

Taranaki Whānui ki Te Upoko o Te Ika has the meaning given to it in clause 8.1;

tax includes income tax, GST and gift duty;

tax legislation means legislation that imposes, or provides for the administration of, tax;

terms of negotiation has the meaning given to it in clause 1.7.1;

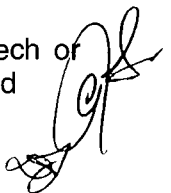
Treaty of Waitangi has the same meaning as the term "Treaty" in section 2 of the Treaty of Waitangi Act 1975; and

Waitangi Tribunal has the meaning given to it in section 4 of the Treaty of Waitangi Act 1975.

INTERPRETATION

8.2 In the interpretation of this deed, unless the context otherwise requires:

- 8.2.1 headings appear as a matter of convenience and do not affect the interpretation of this deed; and
8.2.2 defined terms have the meanings given to them by this deed; and
8.2.3 where a word or expression is defined in this deed, any other part of speech or grammatical form of that word or expression has a corresponding meaning; and



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE**

8 DEFINED TERMS AND INTERPRETATION

- 8.2.4 a term that is defined in the draft bill, but not in this deed, has the same meaning in this deed; and
- 8.2.5 the singular includes the plural and vice versa; and
- 8.2.6 a word importing one gender includes the other genders; and
- 8.2.7 provisions in the deed of settlement (other than in the schedules) are referred to as clauses; and
- 8.2.8 provisions in the schedules are referred to as paragraphs; and
- 8.2.9 a reference to legislation includes a reference to that legislation as amended, consolidated, or substituted; and
- 8.2.10 a reference to a party in this deed, or in any other document or agreement under this deed, includes that party's permitted successors; and
- 8.2.11 an agreement on the part of two or more persons binds each of them jointly and severally; and
- 8.2.12 a reference to a document or agreement, including this deed, includes a reference to that document or agreement as amended, novated, or replaced from time to time; and
- 8.2.13 a reference to a monetary amount is to New Zealand currency; and
- 8.2.14 a reference to written or in writing includes all modes of presenting or reproducing words, figures, and symbols in a tangible and permanently visible form; and
- 8.2.15 a reference to a person includes a corporation sole and a body of persons, whether corporate or unincorporate; and
- 8.2.16 a reference to the Crown, or a Crown body, endeavouring to do something or to achieve some result means reasonable endeavours to do that thing or achieve that result but, in particular, does not oblige the Crown or the Government of New Zealand to propose for introduction to the House of Representatives any legislation, except if this deed requires the Crown to introduce legislation; and
- 8.2.17 if a clause includes a preamble, that preamble is intended to set out the background to, and intention of, the clause, but is not to affect its interpretation; and
- 8.2.18 in the event of a conflict between:
- (a) a provision in the main body of this deed (namely, any part of this deed except the schedules or an attachment) and a schedule or an attachment, then the provision in the main body of this deed prevails; or



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
PROVISIONS SCHEDULE**

8 DEFINED TERMS AND INTERPRETATION

- (b) a provision in English and its corresponding provision in Maori, the provision in English prevails; and
- 8.2.19 a reference to a document as set out in, or on the terms and conditions contained in, a schedule or an attachment includes that document with such amendments as may be agreed in writing between Taranaki Whānui ki Te Upoko o Te Ika and the Crown; and
- 8.2.20 the SO plans referred to in the statutory acknowledgement (copies of which are included in part 8 of the documents schedule) are for the purpose of indicating the general locations of the relevant areas and are not intended to establish their precise boundaries; and
- 8.2.21 a reference to a date on or by which something must be done includes any other date that may be agreed in writing between Taranaki Whānui ki Te Upoko o Te Ika and the Crown; and
- 8.2.22 where something is required to be done by or on a day which is not a business day, that thing must be done on the next business day after that day; and
- 8.2.23 a reference to time is to New Zealand time; and
- 8.2.24 reference to a particular Minister includes any Minister who, under the authority of any warrant or with the authority of the Prime Minister, is for the time being responsible for the administration of the relevant legislation or matter; and
- 8.2.25 where the name of a reserve or other place is amended under this deed, either the existing name or new name may be used to mean that same reserve or other place.



TARANAKI WHĀNUI KI TE UPOKO O TE IKA
and
THE PORT NICHOLSON BLOCK SETTLEMENT TRUST
and
THE SOVEREIGN
in right of New Zealand

**DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**



TABLE OF CONTENTS

1	PROTOCOLS	102
2	STATEMENTS OF ASSOCIATION	148
3	DEED OF RECOGNITION	152
4	ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES	158
5	LETTERS OF ENGAGEMENT	220
6	ARCHITECTURAL PLAN IN RELATION TO TE PAPA RFR LAND ...	227
7	AREA OF INTEREST	229
8	SO PLANS.....	231
9	DRAFT BILL.....	232



1 PROTOCOLS



1 PROTOCOLS: DOC PROTOCOL

**A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF CONSERVATION
REGARDING DEPARTMENT OF CONSERVATION/ TARANAKI WHĀNUI KI TE UPOKO O TE
IKA INTERACTION ON SPECIFIED ISSUES**

1 INTRODUCTION

1.1 Under the Deed of Settlement dated [] between Taranaki Whānui ki Te Upoko o Te Ika and the Crown (the “Deed of Settlement”), the Crown agreed that the Minister of Conservation (the “Minister”) would issue a Protocol (“the Protocol”) setting out the manner in which the Department of Conservation (“the Department”) will interact with the Taranaki Whānui ki Te Upoko o Te Ika governance entity (“the governance entity”) in relation to matters specified in the Protocol. These matters are:

- 1.1.1 Purpose of the Protocol – Part 2
- 1.1.2 DOC Protocol Area – Part 3
- 1.1.3 Terms of Issue – Part 4
- 1.1.4 Implementation and Communication – Part 5
- 1.1.5 Annual Meeting with the Director-General of Conservation – Part 6
- 1.1.6 Business Planning – Part 7
- 1.1.7 Cultural Materials – Part 8
- 1.1.8 Historic Resources - Wāhi Tapu – Part 9
- 1.1.9 Natural Heritage – Part 10
- 1.1.10 Marine Mammals – Part 11
- 1.1.11 Species Management – Part 12
- 1.1.12 Freshwater Fisheries – Part 13
- 1.1.13 Marine Reserves – Part 14
- 1.1.14 Pest Control – Part 15
- 1.1.15 Resource Management Act 1991 – Part 16
- 1.1.16 Visitor and Public Information – Part 17
- 1.1.17 Concession Applications – Part 18

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

1 PROTOCOLS: DOC PROTOCOL

- 1.1.18 Place Names – Part 19
- 1.1.19 Statutory Land Management – Part 20
- 1.1.20 Consultation – Part 21
- 1.1.21 Contracting for Services – Part 22
- 1.1.22 Protocol Review.
- 1.2 The governance entity describes its association with natural resources as inclusive of mana atua (its spiritual and cultural connection with the land), mana whenua (its land as an economic base) and mana tangata (its social organisation on the land).
- 1.3 The governance entity has a responsibility in relation to the preservation, protection and management of natural and historic resources in the protocol area as kaitiaki under tikanga Māori, to preserve, protect, and manage natural and historic resources within the DOC Protocol Area. The Department acknowledges this kaitiakitanga role and the burden of maintaining that role.
- 1.4 When the Department requests cultural and/or spiritual practices to be undertaken by Taranaki Whānui ki Te Upoko o Te Ika within the DOC Protocol Area the Department will make a contribution, subject to prior mutual agreement, to the costs of undertaking such practices.
- 1.5 Both the Department and governance entity are committed to establishing and maintaining a positive and collaborative relationship that gives effect to the principles of the Treaty of Waitangi as provided for in section 4 of the Conservation Act 1987. Those principles provide the basis for an ongoing relationship between the parties to the Protocol to achieve over time the conservation policies, actions and outcomes sought by both the governance entity and the Department.
- 1.6 The purpose of the Conservation Act 1987 is to enable the Department “to manage for conservation purposes, all land, and all other natural and historic resources” under that Act and to administer the statutes in the First Schedule to the Act (together, the “Conservation Legislation”). The Minister and Director-General, or their delegates, are required to exercise particular functions, powers and duties under that legislation.
- 1.7 A primary function of the Department is to manage for conservation purposes various lands, and natural and historic resources. As part of this, one of the Department’s key aims is conserving the full range of New Zealand’s ecosystems, maintaining or restoring the ecological integrity of managed sites, and ensuring the survival of threatened species, in particular those most at risk of extinction.

2 PURPOSE OF THE PROTOCOL

- 2.1 The purpose of this Protocol is to assist the Department and the governance entity to exercise their respective responsibilities with the utmost co-operation to achieve over time the conservation policies, actions and outcomes sought by both.



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1 PROTOCOLS: DOC PROTOCOL

- 2.2 This Protocol sets out a framework that enables the Department and the governance entity to establish a constructive working relationship that gives effect to section 4 of the Conservation Act. It provides for the governance entity to have meaningful input into certain policy, planning and decision-making processes in the Department's management of Crown conservation lands and fulfilment of statutory responsibilities within the DOC Protocol Area.

3 PROTOCOL AREA

- 3.1 The Protocol applies across the DOC Protocol Area which means the area identified in the map included in Attachment A of this Protocol.

4 TERMS OF ISSUE

- 4.1 This Protocol is issued pursuant to section [] of the Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) Claims Settlement Act [] (the "Settlement Legislation") and clause 5.3.1 of the Deed of Settlement. The provisions of the Settlement Legislation and the Deed of Settlement specifying the terms on which this Protocol is issued are set out in Attachment B of the Protocol.

5 IMPLEMENTATION AND COMMUNICATION

- 5.1 The Department shall establish and maintain effective and efficient communications with the governance entity on a continuing basis by:
- 5.1.1 maintaining information on the governance entity's office holders, and their addresses and contact details;
 - 5.1.2 appointing the Poneke Area Office Manager as the primary departmental contact for the governance entity who will act as a liaison person with other departmental staff;
 - 5.1.3 providing for the governance entity to meet with key members of the Department's Head Office three times a year, unless otherwise agreed;
 - 5.1.4 providing reasonable opportunities for the governance entity to meet with departmental managers and staff;
 - 5.1.5 holding alternate meetings at the Area Office and a governance entity marae or other venue chosen by the governance entity to discuss issues that may have arisen every six months, unless otherwise agreed. The parties may also, led by the governance entity, arrange for an annual report back to the affiliate iwi and hapu of the governance entity in relation to any matter associated with the implementation of this Protocol; and
 - 5.1.6 training relevant staff and briefing Conservation Board members on the content of the Protocol.
- 5.2 The Department and the governance entity shall, where relevant, inform conservation stakeholders about this Protocol and the Taranaki Whānui ki Te Upoko o Te Ika settlement and provide ongoing information as required.

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1 PROTOCOLS: DOC PROTOCOL

- 5.3 The Department shall advise the governance entity of any departmental policy directions and the receipt of any research reports relating to matters of interest to Taranaki Whānui ki Te Upoko o Te Ika within the DOC Protocol Area, and provide copies of such documents to the governance entity to study those reports.
- 5.4 The Department shall invite the governance entity to participate in specific departmental projects, including education, volunteer and conservation events that may be of interest to Taranaki Whānui ki Te Upoko o Te Ika.

6 DIRECTOR-GENERAL OF CONSERVATION

- 6.1 In recognition that the Head Office of the Department is situated in the rohe of Taranaki Whānui ki Te Upoko o Te Ika, the Director-General of Conservation will meet with the governance entity on an annual basis to discuss the relationship between the Department and the governance entity.

7 BUSINESS PLANNING

- 7.1 The Department's annual business planning process determines the Department's conservation work priorities.
- 7.2 The Poneke Area Office Manager will meet with the governance entity on a regular basis to present a synopsis of the Department's proposed work programme as it relates to the DOC Protocol Area.
- 7.3 The Department shall provide opportunities for the governance entity to be involved in any relevant Conservation Management Strategy reviews or Management Plans, within the DOC Protocol Area.
- 7.4 The process for the governance entity to identify and/or develop specific projects for consideration by the Department is as follows:
- 7.4.1 the Department and the governance entity will on an annual basis identify priorities for undertaking specific projects requested by the governance entity. The identified priorities for the upcoming business year will be taken forward by the Department into its business planning process and considered along with other priorities;
 - 7.4.2 the decision on whether any specific projects will be funded in any business year will be made by the General Manager Operations (Northern) and Wellington Conservator after following the co-operative processes set out above;
 - 7.4.3 if the Department decides to proceed with a specific project requested by the governance entity, the governance entity and the Department may meet again to finalise a work plan, timetable and funding before implementation of the specific project in that business year, in accordance with the resources which have been allocated in the business plan; and
 - 7.4.4 if the Department decides not to proceed with a specific project it will communicate to the governance entity the factors that were taken into account in reaching that decision.

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1 PROTOCOLS: DOC PROTOCOL

7.5 The Department will approach the governance entity with potential departmental projects in the DOC Protocol Area to seek the governance entity's views on those projects, and to discuss if the governance entity would wish to be involved in or to contribute to those projects.

8 CULTURAL MATERIALS

8.1 For the purpose of this Protocol, cultural materials are plants, plant materials, and materials derived from animals, marine mammals or birds for which the Department is responsible within the DOC Protocol Area and which are important to the governance entity in maintaining and expressing its cultural values and practices.

8.2 Current legislation means that generally some form of concession or permit is required for any gathering and possession of cultural materials.

8.3 In relation to cultural materials, the Minister and/or Director-General shall:

8.3.1 consider and, where appropriate, approve, reasonable requests from the governance entity for access to and use of cultural materials within the DOC Protocol Area when required for cultural purposes, in accordance with the relevant legislation;

8.3.2 consult the governance entity when a request is received from any person or entity for the use of cultural materials;

8.3.3 agree, where appropriate, for the governance entity to have access to cultural materials which become available as a result of departmental operations such as track maintenance or clearance, or culling of species, or where materials become available as a result of accidental death or otherwise through natural causes;

8.3.4 assist, as far as reasonably practicable, the governance entity to obtain plant stock for propagation to reduce the need for plants to be gathered from land administered by the Department and to provide advice to the governance entity in the establishment of its own cultivation areas; and

8.3.5 provide, as far as reasonably practicable, ongoing advice to the governance entity for the management and propagation of the plant stock.

8.4 The Department and the governance entity shall discuss the development of procedures for monitoring levels of use of cultural materials in accordance with the relevant legislation and appropriate tikanga.

9 HISTORIC RESOURCES – WĀHI TAPU

9.1 The governance entity consider that their wāhi tapu and other places of cultural heritage significance are taonga (priceless treasures), and the Department will respect the great significance of these taonga by fulfilling the obligations contained in this clause of the Protocol.



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1 PROTOCOLS: DOC PROTOCOL

- 9.2 The Department has a statutory role to conserve historic resources in protected areas and shall endeavour to do this for sites of significance to the governance entity in association with the governance entity and according to tikanga.
- 9.3 The Department accepts that non-disclosure of locations of places known to the governance entity may be an option that the governance entity chooses to take to preserve the wāhi tapu nature of places. There may be situations where the governance entity will ask the Department to treat information it provides on wāhi tapu sites in a confidential way.
- 9.4 The Department and the governance entity shall work together to establish processes for dealing with information on wāhi tapu sites in a way that recognises both the management challenges that confidentiality can present and provides for the requirements of the governance entity.
- 9.5 The Department shall work with the governance entity at the Area Office level to respect Taranaki Whānui ki Te Upoko o Te Ika values attached to identified wāhi tapu and other places of significance on lands administered by the Department by:
- 9.5.1 discussing with the governance entity, by the end of the second year of this Protocol being issued and on a continuing basis, practical ways in which Taranaki Whānui ki Te Upoko o Te Ika can exercise kaitiakitanga over ancestral lands, natural and historic resources and other taonga managed by the Department within the DOC Protocol Area;
 - 9.5.2 managing sites of historic significance to the governance entity according to standards of conservation practice which care for places of cultural heritage value, their structures, materials and cultural meaning, as outlined in the International Council on Monuments and Sites (ICOMOS) New Zealand Charter 1993, and in co-operation with the governance entity;
 - 9.5.3 informing the governance entity if taonga or koiwi are found within the DOC Protocol Area; and
 - 9.5.4 assisting in recording and protecting wāhi tapu and other places of cultural significance to the governance entity where appropriate, to seek to ensure that they are not desecrated or damaged.

10 NATURAL HERITAGE

- 10.1 In recognition of the cultural, historic and traditional association of the governance entity with natural heritage resources found within the DOC Protocol Area for which the Department has responsibility, the Department shall:
- 10.1.1 inform the governance entity of the national sites and species programmes on which the Department will be actively working, and provide opportunities for the governance entity to participate in these programmes; and
 - 10.1.2 advise the governance entity of research projects and provide opportunities where reasonably practicable for the governance entity to participate in that research.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

1 PROTOCOLS: DOC PROTOCOL

11 MARINE MAMMALS

- 11.1 Taranaki Whānui ki Te Upoko o Te Ika has a tikanga responsibility in relation to the preservation, protection and disposal of marine mammals within the DOC Protocol Area to ensure cultural protocols are observed in the interaction with and handling of these mammals.
- 11.2 The Department administers the Marine Mammals Protection Act 1978 and the Marine Mammals Regulations 1992. These provide for the establishment of marine mammal sanctuaries, for permits in respect of marine mammals, the disposal of sick or dead specimens and the prevention of marine mammal harassment. All species of marine mammal occurring within New Zealand and New Zealand's fisheries waters are absolutely protected under the Marine Mammals Protection Act 1978. Under that Act the Department is responsible for the protection, conservation and management of all marine mammals, including their disposal and the health and safety of its staff and any volunteers under its control, and the public.
- 11.3 The Protocol also aims at assisting the conservation of cetacean species by contribution to the collection of specimens and scientific data of national and international importance.
- 11.4 The Department believes that there are opportunities to meet the cultural interests of Taranaki Whānui ki Te Upoko o Te Ika and to facilitate the gathering of scientific information. This Protocol is intended to meet both needs by way of a co-operative approach to the management of whale strandings and to provide general guidelines for the management of whale strandings in the DOC Protocol Area, and for the recovery by Taranaki Whānui ki Te Upoko o Te Ika of bone and other material for cultural purposes from dead marine mammals.
- 11.5 There may be circumstances during a stranding in which euthanasia is required, for example if the animal is obviously distressed or if it is clear that a refloating operation will be unsuccessful. The decision to euthanise, which will be made in the best interests of marine mammals and public safety, is the responsibility of an officer or person authorised by the Minister of Conservation. The Department will make every effort to inform the governance entity before any decision to euthanise.
- 11.6 Both the Department and Taranaki Whānui ki Te Upoko o Te Ika acknowledge the scientific importance of information gathered at strandings. Decisions concerning the exact nature of the scientific samples required and the subsequent disposal of any dead animals, including their availability to the governance entity, will depend on the species.
- 11.7 The following species ("category 1 species") are known to strand most frequently on New Zealand shores. In principle these species should be available to the governance entity for the recovery of bone once scientific data and samples have been collected. If there are reasons why this principle should not be followed, they must be discussed between the parties to this Protocol. Category 1 species are:
- 11.7.1 common dolphins (*Delphinus delphis*)
- 11.7.2 long-finned pilot whales (*Globicephala melas*)
- 11.7.3 sperm whales (*Physeter macrocephalus*).

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

1 PROTOCOLS: DOC PROTOCOL

11.8 The following species ("category 2 species") are either not commonly encountered in New Zealand waters, or may frequently strand here but are rare elsewhere in the world. For these reasons their scientific value has first priority. In most instances, bone from category 2 species will be made available to the governance entity after autopsy if requested.

- all baleen whales
- short-finned pilot whale (*Globicephala macrorhynchus*)
- beaked whales (all species, family Ziphiidae)
- pygmy sperm whale (*Kogia breviceps*)
- dwarf sperm whale (*Kogia simus*)
- bottlenose dolphin (*Tursiops truncatus*)
- Maui's dolphin (*Cephalorhynchus hectori maui*)
- dusky dolphin (*Lagenorhynchus obscurus*)
- Risso's dolphin (*Grampus griseus*)
- spotted dolphin (*Stenella attenuata*)
- striped dolphin (*Stenella coeruleoalba*)
- rough-toothed dolphin (*Steno bredanensis*)
- southern right whale dolphin (*Lissodelphis peronii*)
- spectacled porpoise (*Australophocoena dioptrica*)
- melon-headed whale (*Peponocephala electra*)
- pygmy killer whale (*Feresa attenuata*)
- false killer whale (*Pseudorca crassidens*)
- killer whale (*Orcinus orca*)
- any other species of cetacean previously unknown in New Zealand waters.

11.9 If the governance entity does not wish to recover the bone or otherwise participate the governance entity will notify the Department whereupon the Department will take responsibility for disposing of the carcass.

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1 PROTOCOLS: DOC PROTOCOL

- 11.10 Because the in-situ recovery of bones involves issues relating to public safety, including the risk of infection from dead and decaying tissue, it needs to be attempted only by the informed and skilled. Governance entity bone recovery teams will also want to ensure that the appropriate cultural tikanga is understood and followed. However, both parties acknowledge that generally burial will be the most practical option.
- 11.11 Subject to the prior agreement of the Conservator, where disposal of a dead stranded marine mammal is carried out by the governance entity, the Department will meet the costs incurred up to the estimated costs which would otherwise have been incurred by the Department to carry out the disposal.
- 11.12 The Department will:
- 11.12.1 reach agreement with the governance entity on authorised key contact people who will be available at short notice to make decisions on the desire of the governance entity to be involved when there is a marine mammal stranding;
 - 11.12.2 promptly notify the key contact people of all stranding events;
 - 11.12.3 discuss, as part of the disposal process, burial sites and, where practical, agree sites in advance which are to be used for disposing of carcasses in order to meet all the health and safety requirements and to avoid the possible violation of Taranaki Whānui ki Te Upoko o Te Ika tikanga; and
 - 11.12.4 consult with the governance entity in developing or contributing to research and monitoring of marine mammal populations within the DOC Protocol Area.

12 SPECIES MANAGEMENT

- 12.1 One of the Department's primary objectives is to ensure the survival of indigenous species and their genetic diversity. An important part of this work is to prioritise recovery actions in relation to the degree of threat to a species. The Department prioritises recovery actions at both a national and local level.
- 12.2 In recognition of the cultural, spiritual, historical and/or traditional association of the governance entity with species found within the DOC Protocol Area for which the Department has responsibility, the Department shall in relation to any species that the governance entity may identify as important to them through the processes provided under clauses 5 and 7 of this Protocol:
- 12.2.1 where a national recovery programme is being implemented within the DOC Protocol Area, where reasonably practicable, inform and provide opportunities for the governance entity to participate in that programme;
 - 12.2.2 advise the governance entity in advance of any Conservation Management Strategy amendments or reviews or the preparation of any statutory or non-statutory plans, policies or documents that relate to the management of those species within the DOC Protocol Area;

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1 PROTOCOLS: DOC PROTOCOL

12.2.3 where research and monitoring projects are being carried out by the Department within the DOC Protocol Area, where reasonably practicable provide the governance entity with opportunities to participate in those projects; and

12.2.4 advise the governance entity of the receipt of any completed research reports relating to any species within the DOC Protocol Area and provide copies of such report to the governance entity.

13 FRESHWATER FISHERIES

13.1 Freshwater fisheries are managed under two sets of legislation: the Fisheries Act 1983 and 1996 (administered by the Ministry of Fisheries) and the Conservation Act 1987 (administered by the Department of Conservation). The Department's functions include the preservation of freshwater fisheries and habitats. The whitebait fishery is administered by the Department under the Whitebait Fishing Regulations 1994, made under the Conservation Act.

13.2 The Department shall consult with the governance entity, and provide for its participation where reasonably practicable in the conservation and management (including research) of customary freshwater fisheries and freshwater fish habitats.

13.3 The Department shall work at the Ponoke Area Office level to provide for the active participation of the governance entity in the conservation, management and research of customary freshwater fisheries and freshwater fish habitats by:

13.3.1 seeking to identify areas for co-operation in advocacy, consistent with clause 16.3.1 of this Protocol, focusing on fish passage, minimum flows, protection and enhancement of riparian vegetation and habitats, water quality improvement and in the restoration, rehabilitation or enhancement of customary freshwater fisheries and their freshwater habitats;

13.3.2 consulting with the governance entity in developing or contributing to research and monitoring programmes that aim to improve the understanding of the biology of customary freshwater fisheries and their environmental and habitat requirements;

13.3.3 considering the governance entity as a possible science provider or collaborator for research projects funded or promoted by the Department in the same manner as other potential providers or collaborators; and

13.3.4 processing applications for the transfer and release of freshwater fish species, including eels, according to the criteria outlined in section 26ZM of the Conservation Act 1987.

14 MARINE RESERVES

14.1 Marine Reserves are managed under the Marine Reserves Act 1971. The purpose of the Marine Reserves Act is to preserve for scientific study areas of New Zealand's territorial sea that contain underwater scenery, natural features or marine life of such distinctive quality, or which are so typical or beautiful or unique that their continued preservation is in the national interest.

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1 PROTOCOLS: DOC PROTOCOL

- 14.2 Within the DOC Protocol Area, the Department will work at both the Conservancy and Area Office level to:
- 14.2.1 notify the governance entity prior to undertaking any investigative work towards an application by the Department, or upon receipt of any application by a third party, for the establishment of a marine reserve;
 - 14.2.2 provide the governance entity with any assistance it may request from the Department in the preparation of an application for the establishment of a marine reserve;
 - 14.2.3 provide the governance entity with all information, to the extent reasonably practicable, regarding any application by either the Department or a third party for the establishment of a marine reserve;
 - 14.2.4 seek input from the governance entity on any application for a marine reserve within the DOC Protocol Area and use reasonable efforts to address any concerns expressed by the governance entity;
 - 14.2.5 involve the governance entity in any marine protection planning forums affecting the DOC Protocol Area; and
 - 14.2.6 involve the governance entity in the management of any marine reserve created.

15 PEST CONTROL

- 15.1 A key objective and function of the Department is to prevent, manage and control threats to natural, historic and cultural heritage values from terrestrial, aquatic and marine pests. This is to be done in a way that maximises the value from limited resources available to do this work.
- 15.2 The Department shall:
- 15.2.1 seek and facilitate early consultation with the governance entity on pest control activities within the DOC Protocol Area, particularly in relation to the use of poisons;
 - 15.2.2 provide the governance entity with opportunities to review and assess programmes and outcomes; and
 - 15.2.3 where appropriate, consider co-ordinating its pest control programmes with those of the governance entity when the governance entity is an adjoining landowner.

16 RESOURCE MANAGEMENT ACT 1991

- 16.1 The governance entity and the Department both have concerns with the effects of activities controlled and managed under the Resource Management Act 1991.
- 16.2 From time to time, the governance entity and the Department will seek to identify issues of likely mutual interest for discussion. It is recognised that the Department and the

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1 PROTOCOLS: DOC PROTOCOL

governance entity will continue to make separate submissions in any Resource Management Act processes.

- 16.3 In carrying out advocacy under the Resource Management Act 1991, the Department shall:
- 16.3.1 discuss with the governance entity the general approach that may be taken by Taranaki Whānui ki Te Upoko o Te Ika and the Department in respect of advocacy under the Resource Management Act, and seek to identify their respective priorities and issues of mutual concern;
 - 16.3.2 have regard to the priorities and issues of mutual concern identified when the Department makes decisions in respect of advocacy under the Resource Management Act; and
 - 16.3.3 make non-confidential resource information available to the governance entity to assist in improving their effectiveness in resource management advocacy work.

17 VISITOR AND PUBLIC INFORMATION

- 17.1 The Department has a role to share knowledge about natural and historic heritage with visitors, to satisfy their requirements for information, increase their enjoyment and understanding of this heritage, and develop an awareness of the need for its conservation.
- 17.2 In providing public information, interpretation services and facilities for visitors on the land it manages, the Department acknowledges the importance to the governance entity of their cultural, traditional and historic values, and the association of Taranaki Whānui ki Te Upoko o Te Ika with the land the Department administers within the DOC Protocol Area.
- 17.3 The Department shall work with the governance entity at the Area Office level to encourage respect for Taranaki Whānui ki Te Upoko o Te Ika cultural heritage values by:
- 17.3.1 seeking to raise public awareness of any positive conservation partnerships between the governance entity, the Department and other stakeholders, for example, by way of publications, presentations, and seminars; and
 - 17.3.2 ensuring that information contained in the Department's publications is accurate and appropriate by:
 - (a) obtaining the consent of the governance entity for disclosure of information from it, and
 - (b) consulting with the governance entity prior to the use of information about Taranaki Whānui ki Te Upoko o Te Ika values for new interpretation panels, signs and visitor publications.

18 CONCESSION APPLICATIONS

- 18.1 By the end of the second year of this Protocol being issued and on a continuing basis, the Department will work with the governance entity to identify categories of concessions that

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1 PROTOCOLS: DOC PROTOCOL

will or may impact on the cultural, spiritual or historic values of Taranaki Whānui ki Te Upoko o Te Ika.

18.2 In relation to the concession applications within the categories identified by the Department and governance entity under clause 18.1, the Minister will:

18.2.1 encourage applicants to consult with the governance entity in the first instance;

18.2.2 consult with the governance entity with regard to any applications or renewals of applications within the DOC Protocol Area, and seek the input of the governance entity by:

- (a) providing for the governance entity to indicate within 2 working days whether an application for a One Off Concession has any impacts on Taranaki Whānui ki Te Upoko o Te Ika cultural, spiritual and historic values. If no response is received within 2 working days the Department may continue to process the concession application;
- (b) providing for the governance entity to indicate within 10 working days whether any other application has any impacts on Taranaki Whānui ki Te Upoko o Te Ika cultural, spiritual and historic values; and
- (c) if the governance entity indicates that an application under clause 18.2.2(b) has any such impacts, allowing a reasonable specified timeframe (of at least a further 10 working days) for comment;

18.2.3 when a concession is publicly notified, the Department will at the same time provide separate written notification to the governance entity;

18.2.4 prior to issuing concessions to carry out activities on land managed by the Department within the DOC Protocol Area, and following consultation with the governance entity, the Minister will:

- (a) advise the concessionaire of the governance entity tikanga and values and encourage communication between the concessionaire and the governance entity if appropriate; and
- (b) encourage the concessionaire to consult with the governance entity before using cultural information of Taranaki Whānui ki Te Upoko o Te Ika; and

18.2.5 ensure when issuing and renewing concessions that give authority for other parties to manage land administered by the Department, that those parties be required to manage the land according to the standards of conservation practice mentioned in clause 9.5.2.

19 PLACE NAMES

19.1 When Crown conservation areas in the DOC Protocol Area are to be named, the Department shall seek a recommendation from the governance entity on an appropriate name.

1 PROTOCOLS: DOC PROTOCOL

20 STATUTORY LAND MANAGEMENT

- 20.1 From time to time, the Minister may vest a reserve in a local authority or other appropriate entity; or appoint a local authority to control and manage a reserve. When such an appointment or vesting is contemplated for sites in the DOC Protocol Area, the Department will consult the governance entity.

21 CONSULTATION

- 21.1 Where the Department is required to consult under this Protocol, the basic principles that will be followed by the Department in consulting with the governance entity in each case are:

21.1.1 ensuring that the governance entity is consulted as soon as reasonably practicable following the identification and determination by the Department of the proposal or issues to be the subject of the consultation;

21.1.2 providing the governance entity with sufficient information to undertake informed discussions and make submissions in relation to any of the matters that are subject of the consultation;

21.1.3 ensuring that sufficient time is given for the effective participation of the governance entity, including the preparation of submissions by the governance entity, in relation to any of the matters that are the subject of the consultation;

21.1.4 ensuring that the Department will approach the consultation with an open mind and genuinely consider any views and/or concerns that the governance entity may have in relation to any of the matters that are subject to the consultation.

- 21.2 Where the Department has consulted with the governance entity as specified in clause 21.1, the Department will report back to the governance entity on the decision made as a result of any such consultation.

22 CONTRACTING FOR SERVICES

Where appropriate, the Department will consider using the governance entity as a provider of professional services.

23 PROTOCOL REVIEW

The first review of this protocol will take place no later than 12 months from the Settlement Date. Thereafter, the protocol will be reviewed on a two yearly basis.

24 DEFINITIONS

- 24.1 In this Protocol:

Conservation Legislation means the Conservation Act 1987 and the statutes in the First Schedule of the Act;

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

1 PROTOCOLS: DOC PROTOCOL

Conservation Management Strategy has the same meaning as in the Conservation Act 1987;

Crown means the Sovereign in right of New Zealand and includes, where appropriate, the Ministers and Departments of the Crown that are involved in, or bound by the terms of the Deed of Settlement to participate in, any aspect of the redress under the Deed of Settlement;

Department means the Minister of Conservation, the Director-General and the Departmental managers to whom the Minister of Conservation's and the Director-General's decision-making powers can be delegated.

governance entity means the trustees for the time being of the Port Nicholson Block Settlement Trust;

Kaitiaki means environmental guardians;

One Off Concession means a concession granted under Part 3B of the Conservation Act 1987 for an activity that-

- (a) does not require a lease or licence; and
- (b) is assessed as having very low effects; and
- (c) complies with all relevant legislation, the relevant Conservation Management Strategy and Conservation Management Plans; and
- (d) where relevant, has clearly defined numbers of trips and/or landings; and
- (e) does not involve permanent structures; and
- (f) does not have a duration of more than three months; and
- (g) does not take place more than twice in any given six month period;

Protocol means a statement in writing, issued by the Crown through the Minister of Conservation to the Taranaki Whānui ki Te Upoko o Te Ika governance entity under the Settlement Legislation and the Deed of Settlement and includes this Protocol;

Settlement Date means the date that is 20 business days after the date on which the Settlement Legislation comes into force;

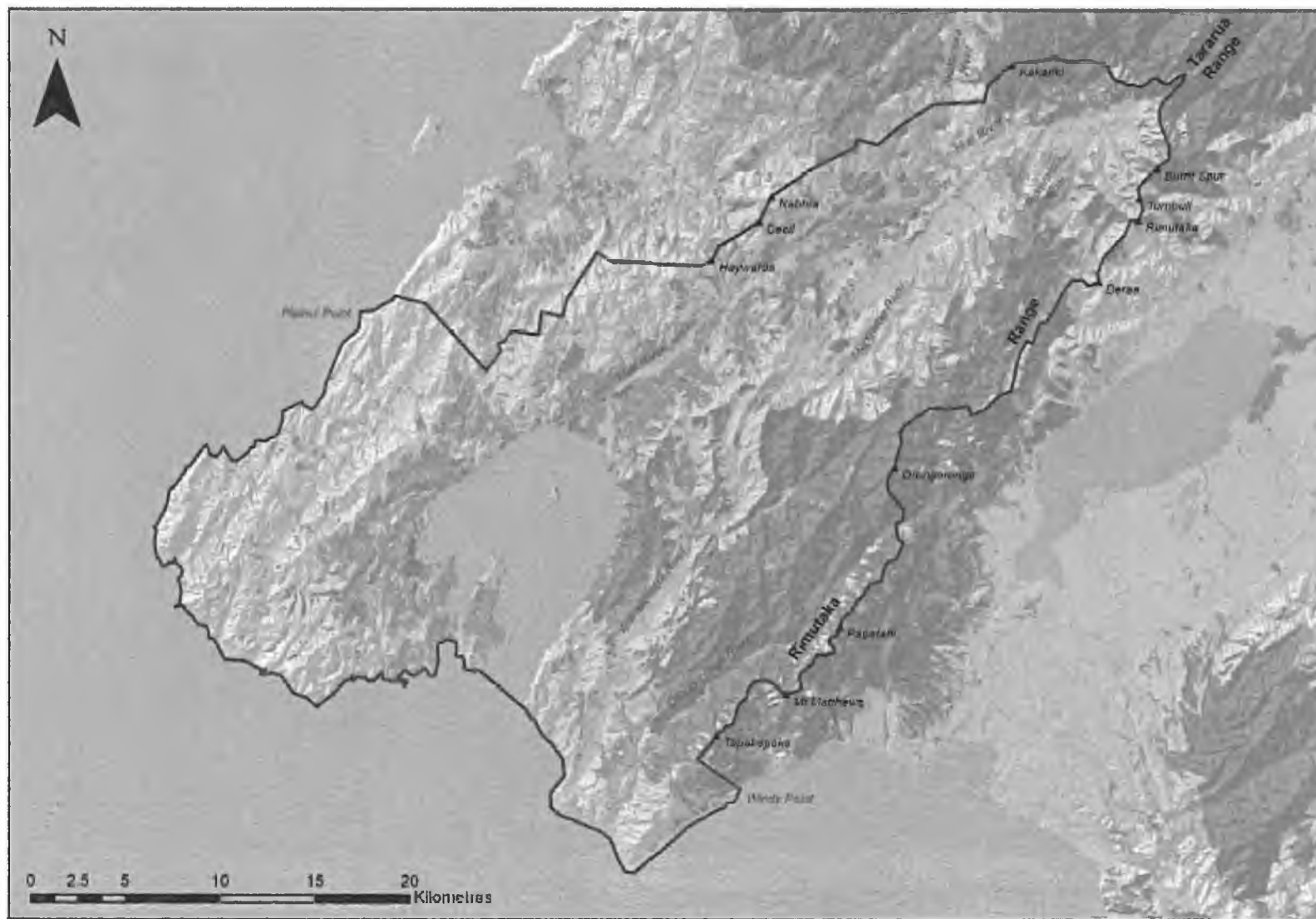
Taonga refers to any artefact or object that is associated with Maori culture or identity;

Taranaki Whānui ki Te Upoko o Te Ika has the meaning set out in clause 8.1 of the Deed of Settlement;

Tikanga Māori refers to Māori traditional customs; and

1 PROTOCOLS: DOC PROTOCOL

ATTACHMENT A
DOC PROTOCOL AREA



1 PROTOCOLS: DOC PROTOCOL

ATTACHMENT B

TERMS OF ISSUE

This Protocol is issued subject to the provisions of the deed of settlement and the settlement legislation. These provisions are set out below.

1 Provisions of the deed of settlement relating to this Protocol

1.1 The deed of settlement provides that:

1.1.1 a failure by the Crown to comply with a protocol is not a breach of the deed of settlement (paragraph 3.3 of the provisions schedule); and

1.1.2 this Protocol does not override or limit:

- (a) legislative rights, powers, or obligations; or
- (b) the functions, duties, and powers of Ministers, officials, and others under legislation; or
- (c) the ability of the Crown to interact or consult with persons other than Taranaki Whānui ki Te Upoko o Te Ika or the governance entity.

2 Authority to issue, amend or cancel protocols

2.1 Section [*insert reference*] of the settlement legislation provides that:

- (1) each responsible Minister may –
 - (a) issue a protocol to the governance entity in the form set out in part 1 of the documents schedule to the deed of settlement; and
 - (b) amend or cancel that protocol.
- (2) a protocol may be amended or cancelled under subsection (1) at the initiative of either –
 - (a) the governance entity; or
 - (b) the responsible Minister.
- (3) the responsible Minister may amend or cancel a protocol only after consulting with, and having particular regard to the views of, the governance entity.

3 Protocols subject to rights, functions, and obligations

3.1 Section [*insert reference*] of the settlement legislation provides that:

1 PROTOCOLS: DOC PROTOCOL

protocols do not restrict:

- (1) the ability of the Crown to exercise its powers and perform its functions and duties in accordance with the law and government policy, which includes, without limitation, the ability to –
 - (a) introduce legislation and change government policy; and
 - (b) issue a protocol to, or interact or consult with a person the Crown considers appropriate, including, without limitation, any iwi, hapū, marae, whānau, or other representative of tangata whenua; or
- (2) the responsibilities of the responsible Minister or a responsible department; or
- (3) the legal rights of Taranaki Whānui ki Te Upoko o Te Ika or a representative entity.

4 Noting of this Protocol

4.1 Section [*insert reference*] of the settlement legislation provides that:

- (1) a summary of the terms of this Protocol must be noted in the conservation documents affecting the DOC protocol area.
- (2) the noting of this Protocol is –
 - (a) for the purpose of public notice only; and
 - (b) not an amendment to a conservation document for the purposes of section 171 of the Conservation Act 1987 or section 46 of the National Parks Act 1980.

5 Enforcement of a protocol

5.1 Section [*insert number*] of the settlement legislation provides that:

- (1) the Crown must comply with a protocol while it is in force.
- (2) if the Crown fails, without good cause, to comply with a protocol, the governance entity may, subject to the Crown Proceedings Act 1950, enforce the protocol.
- (3) despite subsection (2), damages or any form of monetary compensation are not available as a remedy for failure by the Crown to comply with a protocol.
- (4) to avoid doubt,-
 - (a) subsections (1) and (2) do not apply to guidelines developed for the implementation of a protocol; and
 - (b) subsection (3) does not affect the ability of a court to award costs incurred in enforcing a protocol under subsection (2).

6 Limitation of rights

6.1 Section [*insert reference*] of the settlement legislation provides that:

this Protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, land held, managed, or administered or flora or fauna managed or administered, under –

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1 PROTOCOLS: DOC PROTOCOL

- (a) the Conservation Act 1987; or
- (b) the statutes listed in Schedule 1 of that Act.



1 PROTOCOLS: FISHERIES PROTOCOL

**A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF FISHERIES
REGARDING INTERACTION WITH TARANAKI WHĀNUI KI TE UPOKO O TE IKA ON
FISHERIES ISSUES**

1. INTRODUCTION

- 1.1 The Crown, through the Minister of Fisheries (the “**Minister**”) and Chief Executive of the Ministry of Fisheries (the “**Ministry**”), recognises that Taranaki Whānui ki Te Upoko o Te Ika as tangata whenua are entitled to have meaningful input into and participation in fisheries management processes that affect fish stocks in the Taranaki Whānui ki Te Upoko o Te Ika Fisheries Protocol Area (the **Fisheries Protocol Area**) and that are managed by the Ministry under the Fisheries Legislation.
- 1.2 Taranaki Whānui ki Te Upoko o Te Ika as tangata whenua, have a special relationship with all species of fish, aquatic life and seaweed found within the Fisheries Protocol Area, all such species being taonga of Taranaki Whānui ki Te Upoko o Te Ika, and an interest in the sustainable utilisation of all species of fish, aquatic life and seaweed;
- 1.3 Under the Deed of Settlement dated [] between Taranaki Whānui ki Te Upoko o Te Ika and the Crown (the “**Deed of Settlement**”), the Crown agreed that the Minister would issue a Fisheries Protocol (the “**Protocol**”) setting out how the Ministry will interact with Taranaki Whānui ki Te Upoko o Te Ika (the “**governance entity**”) in relation to matters specified in the Protocol. These matters are
- 1.3.1 recognition of the interests of Taranaki Whānui ki Te Upoko o Te Ika in all species of fish, aquatic life or seaweed that exist within the Fisheries Protocol Area;
 - 1.3.2 development of sustainability measures, fisheries regulations and fisheries plans;
 - 1.3.3 customary non-commercial fisheries management;
 - 1.3.4 research planning;
 - 1.3.5 nature and extent of fisheries services;
 - 1.3.6 contracting for services;
 - 1.3.7 employment of staff with customary non-commercial fisheries responsibilities;
 - 1.3.8 Rahui; and
 - 1.3.9 changes to policy and legislation affecting this Protocol.
- 1.4 For the purposes of this Protocol, the governance entity is the body representative of the whānau, hapū and iwi of Taranaki Whānui ki Te Upoko o Te Ika who have an interest in all species of fish, aquatic life and seaweed that exist within the Fisheries Protocol Area.
- 1.5 Taranaki Whānui ki Te Upoko o Te Ika has a responsibility in relation to the preservation, protection and management of its customary non-commercial fisheries. This derives from the status of Taranaki Whānui ki Te Upoko o Te Ika as tangata whenua in the Fisheries Protocol Area. This is inextricably linked to whakapapa and has important cultural and spiritual dimensions. The obligations of the Ministry in respect of fisheries are to ensure ecological sustainability, to meet Te Tiriti o Waitangi/the Treaty of Waitangi and

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

1 PROTOCOLS: FISHERIES PROTOCOL

international obligations. This enables efficient resource use and ensures the integrity of fisheries management systems.

- 1.6. The Ministry and Taranaki Whānui ki Te Upoko o Te Ika are seeking a relationship consistent with the Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The principles of Te Tiriti o Waitangi/the Treaty of Waitangi provide the basis for the relationship between the parties to this Fisheries Protocol.
- 1.7. The Minister and the Chief Executive of the Ministry (the “**Chief Executive**”) have certain powers, functions, and duties as set out in the Fisheries Act 1996. The Minister also has certain powers, functions and duties under the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992.
- 1.8. This Protocol sets out how the Ministry, the Minister and Chief Executive will exercise their powers, functions and duties within the scope of the relevant legislation.
- 1.9. The intention is to create a relationship that achieves the fisheries policies and outcomes sought by both Taranaki Whānui ki Te Upoko o Te Ika and the Ministry, consistent with the Ministry’s obligations as set out in clause 1.3.
- 1.10. In accordance with this Protocol, Taranaki Whānui ki Te Upoko o Te Ika will have the opportunity for input into the policy, planning and decision-making processes relating to the matters set out in this Protocol.
- 1.11. The Ministry will advise the governance entity whenever it proposes to consult with a hapū of Taranaki Whānui ki Te Upoko o Te Ika or with another iwi or hapū with interests inside the Fisheries Protocol Area on matters that could affect Taranaki Whānui ki Te Upoko o Te Ika interests.

2. PROTOCOL AREA

- 2.1. This Protocol applies across the Fisheries Protocol Area which is defined as the area identified in the map in Attachment A of this Protocol.
- 2.2. The area extends from Windy Point (41°24.0'S 174°59.2'E) west and north along the coast to a point north of Pipinui Point (41°09.3'S. 174°46.1'E) and includes all waters extending out to the boundaries of the adjacent Fisheries Management Areas.
- 2.3. The Protocol Area also includes all natural lakes, rivers and streams on the landward side of mean high water spring along this extent of coast line.

3. TERMS OF ISSUE

- 3.1. This Protocol is issued pursuant to section [insert number] of the Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) Claims Settlement Act (the “**Settlement Legislation**”) that implements clause 9.4 of the Deed of Settlement and is subject to the Settlement Legislation and the Deed of Settlement.
- 3.2. This Protocol must be read subject to the terms of issue as set out in Attachment B.



1 PROTOCOLS: FISHERIES PROTOCOL

4 IMPLEMENTATION AND COMMUNICATION OF THIS FISHERIES PROTOCOL

- 4.1 The Ministry will meet with the governance entity to agree a strategy to implement this Protocol as soon as practicable after this Protocol is issued. The strategy may include:
- 4.1.1 matters raised in this Protocol;
 - 4.1.2 reporting processes to be put in place, for example an annual report to be provided by the Ministry to the governance entity; and
 - 4.1.3 review processes for this Protocol.
- 4.2 The implementation strategy described in clause 4.1 of this Protocol will have effect from the effective date.
- 4.3 The Iwi's customary commercial activities are regulated through the Maori Fisheries Act 2004. The Act provides for the establishment of a Mandated Iwi Organisation which has responsibilities for iwi commercial fisheries and aquaculture in the Protocol Area. It also has responsibilities in customary non-commercial fisheries. Consequently, the governance entity may from time to time designate other groups that they feel are appropriate to speak on their behalf or represent them in discussions on some or all of this Protocol.
- 4.4 The Ministry and the governance entity will establish and maintain effective and efficient communication with each other on a continuing basis, by:
- 4.4.1 the governance entity providing, and the Ministry maintaining, information on their management arrangements office holders, and their addresses and contact details;
 - 4.4.2 the Ministry providing, and the governance entity maintaining, information on a primary Ministry contact;
 - 4.4.3 providing reasonable opportunities for the governance entity and Ministry managers and staff to meet with each other, including arranging annual meetings to discuss and (if possible) resolve any issue that has arisen in the past 12 months; and
 - 4.4.4 the Ministry identifying staff positions that will be working closely with the governance entity to inform those staff of the contents of this Protocol and their responsibilities and roles under it.
- 4.5 The Ministry will:
- 4.5.1 as far as reasonably practicable, provide the governance entity the opportunity to train relevant Ministry staff on their values and practices; and
 - 4.5.2 as far as reasonably practicable, inform fisheries stakeholders about this Protocol and the Taranaki Whānui ki Te Upoko o Te Ika settlement, and provide ongoing information as required.



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

1 PROTOCOLS: FISHERIES PROTOCOL

5 TUNA / EELS

- 5.1 The Ministry recognises that the governance entity has a customary non-commercial interest in the tuna (eel) fishery within the Fisheries Protocol Area. In particular, the possibility of the enhancement of that fishery through the transfer of elvers and the possibility of farming tuna from glass eel harvested in the area.
- 5.2 In each of the three years after the Settlement Date, upon written notice, the governance entity may apply to the Chief Executive for a special permit under section 97 of the Fisheries Act 1996. Ministry staff shall meet with representatives of the governance entity at a mutually acceptable venue, and consult with them on the following:
- 5.2.1 the maximum quantity of undersized tuna (eel) that is likely to be permitted to be taken under a special permit (Permitted Catch) from each of the three sites within the Fisheries Protocol Area (up to a maximum of nine sites during the three year period after the Settlement Date); and
- 5.2.2 the likely conditions of any Permitted Catch, in relation to each of those specified sites, including the likely conditions in relation to the relocation of any of that Permitted Catch:
- (a) in waterways in the Fisheries Protocol Area; and
- (b) to aquaculture farms.
- 5.3 In recognition of the particular importance of tuna/eel fisheries to the governance entity the Chief Executive will consider, in accordance with relevant legislation and operational processes, any application from the governance entity for a special permit to take undersized tuna (elvers or glass eels) from waterways within the Fisheries Protocol Area as part of any enhancement or aquaculture project.
- 5.4 For the purposes of clauses 5.1 to 5.3:
- 5.4.1 tuna (eel) is defined as:
- (a) *Anguilla dieffenbachii* (longfinned eel);
- (b) *Anguilla australis* (shortfinned eel); and
- (c) *Anguilla rheinhartii* (Australian longfinned eel); and
- 5.4.2 undersized tuna (eel) is tuna (eel) with a weight less than the minimum weight prescribed for the taking of tuna (eel) by or under the Fisheries Act 1996 (which, at the date of the Deed of Settlement, was 220 grams).

6 PAUA FISHERY

- 6.1 The Ministry recognises that Taranaki Whānui ki Te Upoko o Te Ika have a customary non-commercial interest in the paua fishery within the Fisheries Protocol Area.
- 6.2 Officials from the Ministry will provide for input and participation of Taranaki Whānui ki Te Upoko o Te Ika by seeking their views on the management measures to be taken to sustainably manage the paua fishery. Such input and participation will occur prior to any decision being taken to give effect to any proposal. This will be held at a Taranaki Whānui

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1 PROTOCOLS: FISHERIES PROTOCOL

ki Te Upoko o Te Ika marae or any other appropriate venue within the Fisheries Protocol Area that is chosen by the governance entity.

- 6.3 The Ministry will also provide the governance entity with the opportunity to participate in research planning in the paua fishery. Further, the governance entity will be consulted on the Ministry's compliance planning that would affect the paua fishery. Further details on the governance entity's involvement in research planning are outlined in section 11 of this Protocol.
- 6.4 The Minister will ensure when considering any proposal affecting the paua fishery in the Fisheries Protocol Area, that the customary non-commercial fishing interests of Taranaki Whānui ki Te Upoko o Te Ika are recognised and provided for in accordance with section 10 of the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992.

7 THE PARANGARAHU (PENCARROW) LAKES

- 7.1 The Ministry recognises that Taranaki Whānui ki Te Upoko o Te Ika is the owner of the Parangarahu (Pencarrow) Lake beds (Kohangapiripiri and Kohangatera).
- 7.2 Officials from the Ministry will provide for the input and participation of the governance entity by seeking their views on fisheries management measures to be taken to sustainably manage fishing in the Lakes. Such input and participation will occur prior to any decision being taken to give effect to any proposal and will be held at a Taranaki Whānui ki Te Upoko o Te Ika marae or any other appropriate venue within the Fisheries Protocol Area that is chosen by the governance entity.
- 7.3 The Ministry would also provide the governance entity the opportunity to participate in research planning for research to be conducted in the Parangarahu (Pencarrow) Lakes and be consulted on the Ministry's compliance planning that would affect the Parangarahu (Pencarrow) Lakes.

8 DEVELOPMENT OF SUSTAINABILITY MEASURES, FISHERIES REGULATIONS AND FISHERIES PLANS AND CONSULTATION

- 8.1 The Minister exercises powers and functions under the Fisheries Act 1996 relating to the setting of sustainability measures and the approval of a Fisheries Plan for any species of fish aquatic life or seaweed within the Fisheries Protocol Area. Further, the Fisheries Act 1996 provides the power to make regulations affecting the Fisheries Protocol Area.

The Fisheries Act 1996 and The Treaty of Waitangi (Fisheries Claims) Settlement Act 1992 provides the authority for consultation.

When exercising powers or functions the Minister shall:

- 8.1.1 provide the governance entity with all reasonably available background information in relation to the setting of sustainability measures, the making of fisheries regulations, and the development/implementation of fisheries plans;
- 8.1.2 inform the governance entity, in writing, of any proposed changes in relation to:



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1 PROTOCOLS: FISHERIES PROTOCOL

- (a) the setting of sustainability measures;
 - (b) the making, or repealing of fisheries regulations;
 - (c) the development/implementation of fisheries plans;
 - (d) as soon as reasonably practicable to enable Taranaki Whānui ki Te Upoko o Te Ika to respond in an informed way.
- 8.1.3 provide the governance entity at least 30 working days from receipt of the written information described in clause 8.1.2 in which to respond, verbally or in writing, to any such proposed changes;
- 8.1.4 as far as reasonably practicable, meet with the governance entity to discuss any proposed changes to sustainability measures, fisheries regulations, or fisheries plans, if requested by the governance entity to do so;
- 8.1.5 incorporate the views of the governance entity into any advice given to the Minister or other stakeholders on proposed changes to sustainability measures, fisheries regulations, or fisheries plans that affect the governance entity's interests, and provide a copy of that advice to the governance entity; and
- 8.1.6 report back to the governance entity within 20 working days of any final decision in relation to sustainability measures, fisheries regulations, or fisheries plans.

9 MANAGEMENT PLANNING

- 9.1 The governance entity will develop a fisheries management plan that relates to the Fisheries Protocol Area.
- 9.2 The Ministry will assist the governance entity, within the resources available to the Ministry, to develop a fisheries management plan that relates to the Fisheries Protocol Area.
- 9.3 The parties agree that the plan will address:
- 9.3.1 the objectives of the governance entity for the management of their customary, commercial, recreational and environmental interests in fisheries resources within the Fisheries Protocol Area;
 - 9.3.2 how the governance entity will participate in fisheries management in the Fisheries Protocol Area;
 - 9.3.3 how the customary, commercial and recreational fishing interests of the governance entity will be managed in an integrated way; and
 - 9.3.4 how the governance entity will participate in the Ministry's sustainability processes that affect fisheries resources and seaweed in the Fisheries Protocol Area.
- 9.4 The parties agree to meet, as soon as reasonably practicable after the effective date, to discuss:
- 9.4.1 the content of the fisheries management plan, including how the plan will legally express, protect and recognise the mana of Taranaki Whānui ki Te Upoko o Te Ika; and
 - 9.4.2 ways in which the Ministry will work with the governance entity to develop and review the plan.



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1 PROTOCOLS: FISHERIES PROTOCOL

10 REGIONAL IWI FORUMS

- 10.1 The Ministry is working with Iwi to establish regional Iwi forums to enable Iwi to have input into and participate in processes to address sustainability measures, fisheries regulations, fisheries plans and the establishment of marine protected areas.
- 10.2 Where the Ministry is seeking to establish a regional Iwi forum in an area that will include the Fisheries Protocol Area, the Ministry will ensure that Taranaki Whānui ki Te Upoko o Te Ika will have an opportunity to participate in the development and operation of that forum.

11 MANAGEMENT OF CUSTOMARY NON-COMMERCIAL FISHERIES

- 11.1 The Ministry undertakes to provide the governance entity with such information and assistance (within its resource capabilities) as may be necessary for the proper administration of the Fisheries (Kaimoana Customary Fishing) Regulations 1998. This information and assistance may include, but is not limited to:
- 11.1.1 discussions with the Ministry on the implementation of the regulations within the Fisheries Protocol Area;
 - 11.1.2 provision of existing information, if any, relating to the sustainability, biology, fishing activity and fisheries management within the Fisheries Protocol Area;
 - 11.1.3 resources to assist the governance entity to carry out their role in the development of fisheries bylaws; and
 - 11.1.4 training the governance entity to enable them to administer and implement the fisheries regulations.

12 RESEARCH PLANNING PROCESS

- 12.1 The Ministry will provide the governance entity with all reasonably available background information to participate in the processes, timelines and objectives associated with the research planning process of the Ministry.
- 12.2 The Ministry will consult with the governance entity on all research proposals for fisheries within the Fisheries Protocol Area.
- 12.3 The Ministry will provide the governance entity, within 30 working days of the execution of the Protocol, with information on the requirements for becoming an 'Approved Research Provider'. Should the requirements for becoming and remaining an 'Approved Research Provider' change over time; the Ministry will inform them about those changes.

Paua Fishery

- 12.4 Taranaki Whānui ki Te Upoko o Te Ika has an interest in the conduct of any research involving paua. Where they seek to conduct research on paua, the Ministry will consult with and provide advice to the governance entity on the requirements to undertake such research.
- 12.5 Where other parties wish to conduct research within the Fisheries Protocol Area, the Ministry will consult the governance entity on the research application and take account of its views when considering whether a research permit should be granted or the conditions applying to such a research permit.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

1 PROTOCOLS: FISHERIES PROTOCOL

13 NATURE AND EXTENT OF FISHERIES SERVICES

- 13.1 The Ministry will each year consult with the governance entity on the Ministry's annual business plan.
- 13.2 The Ministry will provide the governance entity with the opportunity to put forward proposals for the provision of services that they deem necessary for the management of fisheries within the Fisheries Protocol Area.

14 CONTRACTING FOR SERVICES

- 14.1 The Ministry will consult with the governance entity in respect of any contract for the provision of services that may impact on the management of customary fisheries within the Fisheries Protocol Area.

15 EMPLOYMENT OF STAFF WITH CUSTOMARY FISHERIES RESPONSIBILITIES

- 15.1 The Ministry will consult with the governance entity on certain aspects of the employment of Ministry staff if a particular vacancy directly affects the fisheries interests of Taranaki Whānui ki Te Upoko o Te Ika within the Fisheries Protocol Area.
- 15.2 The level of consultation shall be relative to the degree to which the vacancy impacts upon the interests of other Iwi as well as those of Taranaki Whānui ki Te Upoko o Te Ika, and may be achieved by one or more of the following:
- 15.2.1 consultation on the job description and work programme;
 - 15.2.2 direct notification of the vacancy;
 - 15.2.3 consultation on the location of the position; and
 - 15.2.4 input into the selection of the interview panel.

16 RĀHUI

- 16.1 The Ministry recognises that rāhui is a traditional use and management practice of Taranaki Whānui ki Te Upoko o Te Ika and supports their rights to place traditional rāhui over their customary fisheries.
- 16.2 The Ministry and the governance entity acknowledge that a traditional rāhui placed by the governance entity over their customary fisheries has no force in law and cannot be enforced by the Ministry, and that adherence to any rāhui is a matter of voluntary choice.
- 16.3 The governance entity undertakes to inform the Ministry of the placing and the lifting of a rāhui over their customary fisheries.
- 16.4 The Ministry undertakes to inform a representative of any fisheries stakeholder groups that fish in the area, to which the rāhui has been applied, to the extent that such groups exist, of the placing and lifting of the rāhui by the governance entity over their customary fisheries, in a manner consistent with the understandings outlined in clause 16.2 above.
- 16.5 As far as reasonably practicable, the Ministry undertakes to consider the application of section 186A of the Fisheries Act 1996 to support a rāhui proposed by the governance entity over their customary fisheries for purposes consistent with the legislative requirements for the application of section 186A of the Fisheries Act 1996, noting these

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

1 PROTOCOLS: FISHERIES PROTOCOL

requirements preclude the use of section 186A to support rāhui placed in the event of a drowning.

17 CONSULTATION

- 17.1 Where the Ministry is required to consult under clauses 6.3, 12.2, 12.4, 12.5, 13.1, 14.1 and 15.1 of this Protocol, the basic principles that will be followed by the Ministry in consulting with the governance entity in each case are:
- 17.1.1 ensuring that the governance entity is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues to be the subject of the consultation;
 - 17.1.2 providing the governance entity with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;
 - 17.1.3 ensuring that sufficient time is given for the participation of the governance entity in the decision making process including the preparation of submissions by the governance entity in relation to any of the matters that are the subject of the consultation; and
 - 17.1.4 ensuring that the Ministry will approach consultation with the governance entity with an open mind, and will genuinely consider their submissions in relation to any of the matters that are the subject of the consultation.
- 17.2 Where the Ministry has consulted with the governance entity as specified in clause 17.1, the Ministry will report back to the governance entity on the decisions made as a result of any such consultation.

18 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

- 18.1 If the Ministry consults with iwi on policy development or any proposed legislative amendment to the Fisheries Act 1996 which impacts upon this Protocol, the Ministry shall:
- 18.1.1 notify the governance entity of the proposed policy development or proposed legislative amendment upon which iwi will be consulted;
 - 18.1.2 make available to the governance entity the information provided to iwi as part of the consultation process referred to in this clause; and
 - 18.1.3 report back to the governance entity on the outcome of any such consultation.

19 DEFINITIONS

- 19.1 In this Protocol:

Crown means the Sovereign in right of New Zealand and includes, where appropriate, the Ministers and Departments of the Crown that are involved in, or bound by the terms of the Deed of Settlement to participate in, any aspect of the redress under the Heads of Agreement;

governance entity has the meaning set out in paragraph 8.1 of the provisions schedule to the Deed of Settlement; and

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

1 PROTOCOLS: FISHERIES PROTOCOL

Protocol means a statement in writing, issued by the Crown through the Minister to the governance entity under the Settlement Legislation and the Deed of Settlement and includes this Fisheries Protocol.

ISSUED on []

SIGNED for and on behalf of **THE SOVEREIGN** in right of New Zealand by the Minister of Fisheries:

WITNESS

Name:

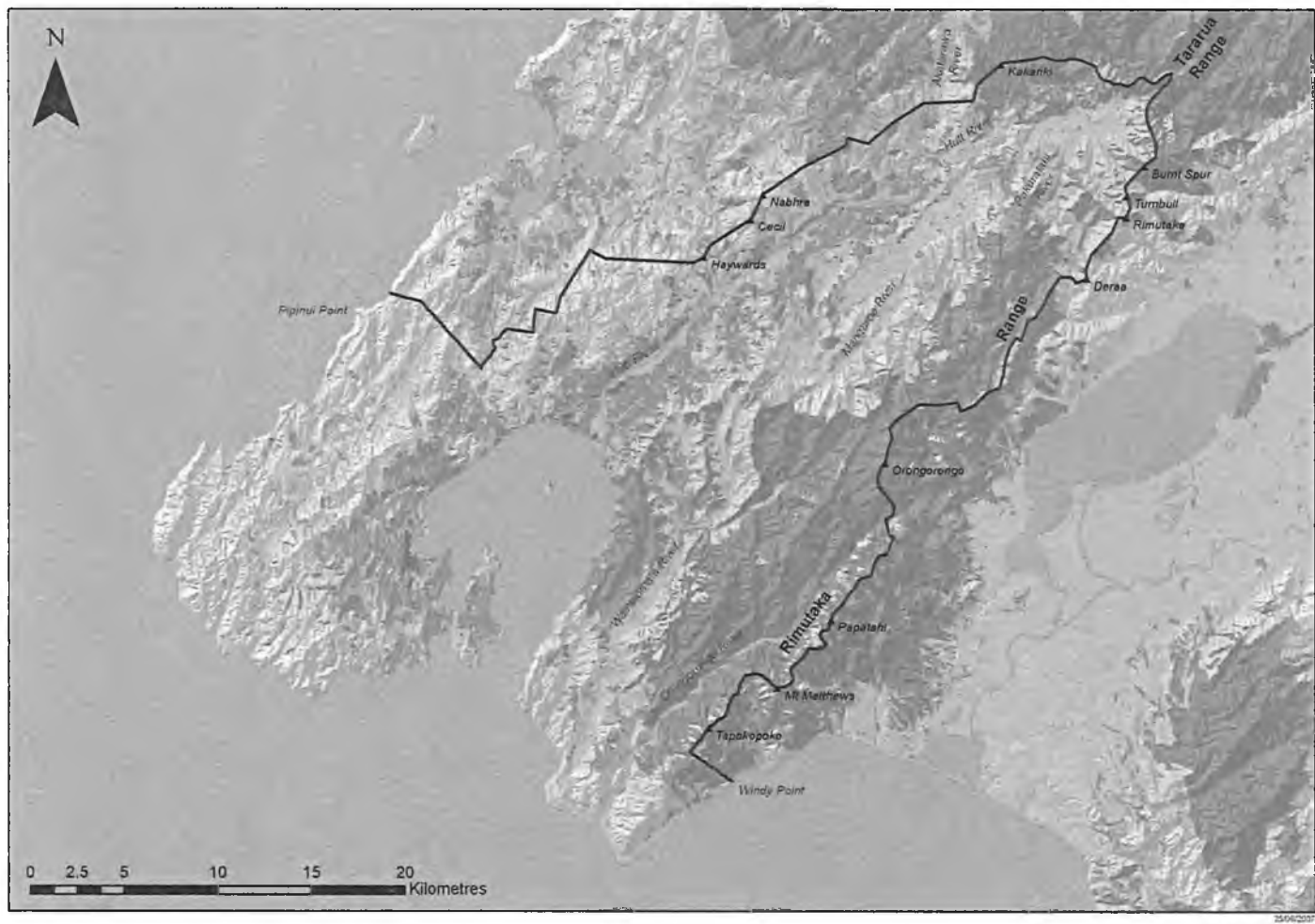
Occupation:

Address:



1 PROTOCOLS: FISHERIES PROTOCOL

ATTACHMENT A
FISHERIES PROTOCOL AREA



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1 PROTOCOLS: FISHERIES PROTOCOL

ATTACHMENT B

TERMS OF ISSUE

This Protocol is issued subject to the provisions of the deed of settlement and the settlement legislation. These provisions are set out below.

1 Provisions of the deed of settlement relating to this Protocol

1.1 The deed of settlement provides that:

1.1.1 a failure by the Crown to comply with a protocol is not a breach of the deed of settlement (paragraph 3.3 of the provisions schedule);

1.1.2 this Protocol does not override or limit:

- (a) legislative rights, powers, or obligations; or
- (b) the functions, duties, and powers of Ministers, officials, and others under legislation; or
- (c) the ability of the Crown to interact or consult with persons other than Taranaki Whānui ki Te Upoko o Te Ika or the governance entity.

2 Authority to issue, amend or cancel protocols

2.1 Section [*insert reference*] of the settlement legislation provides that:

- (1) each responsible Minister may –
 - (a) issue a protocol to the governance entity in the form set out in part 1 of the documents schedule to the deed of settlement; and
 - (b) amend or cancel that protocol.
- (2) a protocol may be amended or cancelled under subsection (1) at the initiative of either –
 - (a) the governance entity; or
 - (b) the responsible Minister.
- (3) the responsible Minister may amend or cancel a protocol only after consulting with, and having particular regard to the views of, the governance entity.

3 Protocols subject to rights, functions, and obligations

3.1 Section [*insert reference*] of the settlement legislation provides that:

1 PROTOCOLS: FISHERIES PROTOCOL

protocols do not restrict:

- (1) the ability of the Crown to exercise its powers and perform its functions and duties in accordance with the law and government policy, which includes, without limitation, the ability to –
 - (a) introduce legislation and change government policy; and
 - (b) issue a protocol to, or interact or consult with a person the Crown considers appropriate, including, without limitation, any iwi, hapū, marae, whānau, or other representative of tangata whenua; or
- (2) the responsibilities of the responsible Minister or a responsible department; or
- (3) the legal rights of the governance entity or a representative entity.

4 Noting of this Protocol

4.1 Section [*insert reference*] of the settlement legislation provides that:

- (1) a summary of the terms of this Protocol must be noted in the fisheries plans affecting the fisheries protocol area.
- (2) the noting of this Protocol is –
 - (a) for the purpose of public notice only; and
 - (b) not an amendment to a fisheries plan for the purposes of section 11A of the Fisheries Act 1996.

5 Enforcement of a protocol

5.1 Section [*insert reference*] of the settlement legislation provides that:

- (1) the Crown must comply with a protocol while it is in force.
- (2) if the Crown fails, without good cause, to comply with a protocol, the governance entity may, subject to the Crown Proceedings Act 1950, enforce the protocol.
- (3) despite subsection (2), damages or any form of monetary compensation are not available as a remedy for failure by the Crown to comply with a protocol.
- (4) to avoid doubt,-
 - (a) subsections (1) and (2) do not apply to guidelines developed for the implementation of a protocol; and
 - (b) subsection (3) does not affect the ability of a court to award costs incurred in enforcing a protocol under subsection (2).

6 Limitation of rights

6.1 Section [*insert reference*] of the settlement legislation provides that:

this Protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, assets or other property rights (including in respect of fish, aquatic life, and seaweed) held, managed, or administered under any of the following enactments:

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1 PROTOCOLS: FISHERIES PROTOCOL

- (a) the Fisheries Act 1996:
- (b) the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992:
- (c) the Maori Commercial Aquaculture Claims Settlement Act 2004;
- (d) the Maori Fisheries Act 2004.



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

1 PROTOCOLS: MINISTRY FOR CULTURE AND HERITAGE PROTOCOL

**A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER FOR ARTS, CULTURE
AND HERITAGE REGARDING INTERACTION WITH TARANAKI WHĀNUI KI TE UPOKO O
TE IKA ON SPECIFIED ISSUES**

1 INTRODUCTION

- 1.1 Under the Deed of Settlement dated [] between Taranaki Whānui ki Te Upoko o Te Ika and the Crown (the “Deed of Settlement”), the Crown agreed that the Minister for Arts, Culture and Heritage (the “Minister”) would issue a protocol (the “Protocol”) setting out how the Minister and the Chief Executive for the Ministry for Culture and Heritage (the “Chief Executive”) will interact with the governance entity on matters specified in the Protocol. These matters are:
- 1.1.1 Protocol Area – Part 2;
 - 1.1.2 Terms of issue – Part 3
 - 1.1.3 Implementation and communication – Part 4
 - 1.1.4 The role of the Chief Executive under the Protected Objects Act 1975 – Part 5
 - 1.1.5 The role of the Minister under the Protected Objects Act 1975 – Part 6
 - 1.1.6 Taranaki Whānui ki Te Upoko o Te Ika Ngā Taonga Tūturu held by Te Papa Tongarewa – Part 7
 - 1.1.7 Effects on Taranaki Whānui ki Te Upoko o Te Ika’s interest in the Protocol Area – Part 8
 - 1.1.8 Registration as a collector of Ngā Taonga Tūturu – Part 9
 - 1.1.9 Board Appointments – Part 10
 - 1.1.10 National Monuments, War Graves and Historical Graves – Part 11
 - 1.1.11 Grave of Honiana Te Puni – Part 12
 - 1.1.12 History publications relating to Taranaki Whānui ki Te Upoko o Te Ika – Part 13
 - 1.1.13 Cultural and/or Spiritual Practices and Tendering – Part 14
 - 1.1.14 Consultation – Part 15
 - 1.1.15 Changes to legislation affecting this Protocol –Part 16
 - 1.1.16 Definitions – Part 17
- 1.2 For the purposes of this Protocol the governance entity is the body representative of the whanau, hapū, and iwi of Taranaki Whānui ki Te Upoko o Te Ika who have an interest in the matters covered under this Protocol. This derives from the status of the governance entity as tangata whenua in the Protocol Area and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1 PROTOCOLS: MINISTRY FOR CULTURE AND HERITAGE PROTOCOL

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

2 PROTOCOL AREA

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

3 TERMS OF ISSUE

- 3.1 This Protocol is issued pursuant to section [] of the Port Nicholson Block (Taranaki Whānui ki Te Upoko) Claims Settlement Act [] ("the Settlement Legislation") that implements the Taranaki Whānui ki te Upoko o Te Ika Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.
- 3.2 This Protocol must be read subject to the terms of issue set out in Attachment B.

4 IMPLEMENTATION AND COMMUNICATION

- 4.1 The Chief Executive will maintain effective communication with the governance entity by:
 - 4.1.1 maintaining information provided by the governance entity on the office holders of the governance entity and their addresses and contact details;
 - 4.1.2 discussing with the governance entity concerns and issues notified by the governance entity about this Protocol;
 - 4.1.3 as far as reasonably practicable, providing opportunities for the governance entity to meet with relevant Ministry Managers and staff;
 - 4.1.4 meeting with the governance entity to review the implementation of this Protocol at least once a year, if requested by either party;
 - 4.1.5 as far as reasonably practicable, training relevant employees within the Ministry on this Protocol to ensure that they are aware of the purpose, content and implications of this Protocol;
 - 4.1.6 as far as reasonably practicable, inform other organisations with whom it works, central government agencies and stakeholders about this Protocol and provide ongoing information; and
 - 4.1.7 including a copy of the Protocol with the governance entity on the Ministry's website.

1 PROTOCOLS: MINISTRY FOR CULTURE AND HERITAGE PROTOCOL

5 THE ROLE OF THE CHIEF EXECUTIVE UNDER THE PROTECTED OBJECTS ACT 1975

General

- 5.1 The Chief Executive has certain functions, powers and duties in terms of the Act and will consult, notify and provide information to the governance entity within the limits of the Act. From the date this Protocol is issued the Chief Executive will:
- 5.1.1 notify the governance entity in writing of any Taonga Tūturu found within the Protocol Area or identified as being of Taranaki Whānui ki te Upoko o te Ika origin found anywhere else in New Zealand;
 - 5.1.2 provide for the care, recording and custody of any Taonga Tūturu found within the Protocol Area or identified as being of Taranaki Whānui ki te Upoko o te Ika origin found anywhere else in New Zealand;
 - 5.1.3 notify the governance entity in writing of its right to lodge a claim with the Chief Executive for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Taranaki Whānui ki te Upoko o te Ika origin found anywhere else in New Zealand;
 - 5.1.4 notify the governance entity in writing of its right to apply directly to the Maori Land Court for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of Taranaki Whānui ki te Upoko o te Ika origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu; and
 - 5.1.5 notify the governance entity in writing of any application to the Maori Land Court from any other person for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of Taranaki Whānui ki te Upoko o te Ika origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu.

Applications for Ownership

- 5.2. If the governance entity lodges a claim of ownership with the Chief Executive and there are no competing claims for any Taonga Tūturu found within the Protocol Area or identified as being of Taranaki Whānui ki te Upoko o te Ika origin found anywhere else in New Zealand, the Chief Executive will, if satisfied that the claim is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.
- 5.3 If there is a competing claim or claims lodged in conjunction with the governance entity's claim of ownership, the Chief Executive will consult with the governance entity for the purpose of resolving the competing claims, and if satisfied that a resolution has been agreed to, and is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.
- 5.4 If the competing claims for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Taranaki Whānui ki te Upoko o te Ika origin found anywhere else in New Zealand, cannot be resolved, the Chief Executive at the request of the governance entity may facilitate an application to the Māori Land Court for determination of ownership of the Taonga Tūturu.



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1 PROTOCOLS: MINISTRY FOR CULTURE AND HERITAGE PROTOCOL

Applications for Custody

- 5.5 If no ownership application is made to the Māori Land Court for any Taonga Tūturu found within the Protocol Area or identified as being of Taranaki Whānui ki te Upoko o te Ika origin found elsewhere in New Zealand by the governance entity or any other person, the Chief Executive will:
- 5.5.1 consult the governance entity where there is any request from any other person for the custody of the Taonga Tūturu;
 - 5.5.2 consult the governance entity before a decision is made on who may have custody of the Taonga Tūturu; and
 - 5.5.3 notify the governance entity in writing of the decision made by the Chief Executive on the custody of the Taonga Tūturu.

Export Applications

- 5.6 For the purpose of seeking an expert opinion from the governance entity on any export applications to remove any Taonga Tūturu of Taranaki Whānui ki te Upoko o te Ika origin from New Zealand, the Chief Executive will register the governance entity on the Ministry for Culture and Heritage's Register of Expert Examiners.
- 5.7 Where the Chief Executive receives an export application to remove any Taonga Tūturu of Taranaki Whānui ki te Upoko o te Ika origin from New Zealand, the Chief Executive will consult the governance entity as an Expert Examiner on that application, and notify the governance entity in writing of his or her decision.

6. THE ROLE OF THE MINISTER UNDER THE PROTECTED OBJECTS ACT 1975

- 6.1 The Minister has functions, powers and duties under the Act and may consult, notify and provide information to the governance entity within the limits of the Act. In circumstances where the Chief Executive originally consulted the governance entity as an Expert Examiner, the Minister may consult with the governance entity where a person appeals the decision of the Chief Executive to:
- 6.1.1 refuse permission to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand; or
 - 6.1.2 impose conditions on the approval to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand.
 - 6.1.3 the Ministry will notify the governance entity in writing of the Minister's decision on an appeal in relation to an application to export any Taonga Tūturu where the governance entity was consulted as an Expert Examiner.

7. TARANAKI WHĀNUI KI TE UPOKO O TE IKA NGA TAONGA TUTURU HELD BY TE PAPA TONGAREWA

- 7.1 The Chief Executive will invite Te Papa Tongarewa to enter into a relationship with the governance entity, for the purposes of Te Papa Tongarewa compiling a full inventory of Taonga Tūturu held by Te Papa Tongarewa, which are of cultural, spiritual and historical importance to Taranaki Whānui ki Te Upoko o Te Ika; and

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1 PROTOCOLS: MINISTRY FOR CULTURE AND HERITAGE PROTOCOL

7.2 associated costs and/or additional resources required to complete the obligations under paragraph 7.1 will be funded by Te Papa Tongarewa, as resources allow.

8. EFFECTS ON TARANAKI WHĀNUI KI TE UPOKO O TE IKA'S INTERESTS IN THE PROTOCOL AREA

8.1 The Chief Executive and governance entity shall discuss any policy and legislative development, which specifically affects Taranaki Whānui ki Te Upoko o Te Ika interests in the Protocol Area.

8.2 The Chief Executive and governance entity shall discuss any of the Ministry's operational activities, which specifically affect Taranaki Whānui ki Te Upoko o te Ika interest in the Protocol Area.

8.3 Notwithstanding paragraphs 8.1 and 8.2 above the Chief Executive and governance entity shall meet to discuss Taranaki Whānui ki Te Upoko o Te Ika interests in the Protocol Area as part of the meeting specified in clause 4.1.4.

9. REGISTRATION AS A COLLECTOR OF NGĀ TAONGA TŪTURU

9.1 The Chief Executive will register the governance entity as a Registered Collector of Taonga Tūturu.

10. BOARD APPOINTMENTS

10.1 The Chief Executive shall:

10.1.1 notify the governance entity of any vacancies on Boards administered by the Ministry;

10.1.2 include governance entity nominees in the Ministry for Culture and Heritage's Nomination Register, for consideration during the process of making Board appointments; and

10.1.3 notify the governance entity of any appointments to any Boards administered by the Ministry, where these are publicly notified.

11. NATIONAL MONUMENTS, WAR GRAVES AND HISTORIC GRAVES

11.1 The Chief Executive shall seek and consider the views of the governance entity on any national monument, war grave, historical grave or urupā, managed or administered by the Ministry, which specifically relates to Taranaki Whānui ki Te Upoko o Te Ika's interests.

12. GRAVE OF HONIANA TE PUNI

12.1 The Chief Executive shall have regard to the views of the governance entity in relation to any matter concerning the grave of Honiana Te Puni.

13. HISTORY PUBLICATIONS RELATING TO TARANAKI WHĀNUI KI TE UPOKO O TE IKA

13.1 The Chief Executive shall:



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1 PROTOCOLS: MINISTRY FOR CULTURE AND HERITAGE PROTOCOL

13.1.1 provide the governance entity with a list of all history publications commissioned or undertaken by the Ministry that relates substantially to Taranaki Whānui ki Te Upoko o Te Ika, and will supply these on request; and

13.1.2 discuss with the governance entity any work the Ministry undertakes that deals specifically or substantially with Taranaki Whānui ki Te Upoko o Te Ika.

14. PROVISION OF CULTURAL AND/OR SPIRITUAL PRACTICES AND PROFESSIONAL SERVICES

14.1 When the Chief Executive requests cultural and/or spiritual practices to be undertaken by Taranaki Whānui ki Te Upoko o Te Ika within the Protocol Area, the Chief Executive will make a contribution, subject to prior mutual agreement, to the costs of undertaking such practices.

14.2 Where appropriate, the Chief Executive will consider using the governance entity as a provider of professional services.

14.3 The procurement by the Chief Executive of any such services set out in Clauses 14.1 and 14.2 is subject to the Government's Mandatory Rules for Procurement by Departments, all government good practice policies and guidelines, and the Ministry's purchasing policy.

15. CONSULTATION

15.1 Where the Chief Executive is required to consult under this Protocol, the basic principles that will be followed in consulting with the governance entity in each case are:

15.1.1 ensuring that the governance entity is consulted as soon as reasonably practicable following the identification and determination by the Chief Executive of the proposal or issues to be the subject of the consultation;

15.1.2 providing the governance entity with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;

15.1.3 ensuring that sufficient time is given for the participation of the governance entity in the decision making process including the preparation of submissions by the governance entity in relation to any of the matters that are the subject of the consultation;

15.1.4 ensuring that the Chief Executive will approach the consultation with the governance entity with an open mind, and will genuinely consider the submissions of the governance entity in relation to any of the matters that are the subject of the consultation; and

15.1.5 report back to the governance entity, either in writing or in person, in regard to any decisions made that relate to that consultation.

16 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

16.1 If the Chief Executive consults with Māori generally on policy development or any proposed legislative amendment to the Act that impacts upon this Protocol, the Chief Executive shall:

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

1 PROTOCOLS: MINISTRY FOR CULTURE AND HERITAGE PROTOCOL

16.1.1 notify the governance entity of the proposed policy development or proposed legislative amendment upon which Māori generally will be consulted;

16.1.2 make available to the governance entity the information provided to Māori as part of the consultation process referred to in this clause; and

16.1.3 report back to the governance entity on the outcome of any such consultation.

17. DEFINITIONS

17.1 In this Protocol:

Chief Executive means the Chief Executive of the Ministry for Culture and Heritage and includes any authorised employee of the Ministry for Culture and Heritage acting for and on behalf of the Chief Executive

Crown means the Sovereign in right of New Zealand and includes, where appropriate, the Ministers and Departments of the Crown that are involved in, or bound by the terms of the Deed of Settlement to participate in, any aspect of the redress under the Deed of Settlement

Expert Examiner has the same meaning as in section 2 of the Act and means a body corporate or an association of persons

Found has the same meaning as in section 2 of the Act and means:

in relation to any Taonga Tūturu, means discovered or obtained in circumstances which do not indicate with reasonable certainty the lawful ownership of the Taonga Tūturu and which suggest that the Taonga Tūturu was last in the lawful possession of a person who at the time of finding is no longer alive; and 'finding' and 'finds' have corresponding meanings

governance entity means the trustees for the time being of the Port Nicholson Block Settlement Trust.

Ngā Taonga Tūturu has the same meaning as in section 2 of the Act and means 2 or more Taonga Tūturu

Protocol means a statement in writing, issued by the Crown through the Minister to the governance entity under the Settlement Legislation and the Deed of Settlement and includes this Protocol

Taonga Tūturu has the same meaning as in section 2 of the Act and means:

an object that—

(a) relates to Māori culture, history, or society; and

(b) was, or appears to have been,—

(i) manufactured or modified in New Zealand by Māori; or

(ii) brought into New Zealand by Māori; or

(iii) used by Māori; and

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

1 PROTOCOLS: MINISTRY FOR CULTURE AND HERITAGE PROTOCOL

(c) is more than 50 years old

Taranaki Whānui ki Te Upoko o Te Ika has the meaning set out in clause 8.1 of the Deed of Settlement.

ISSUED on []

SIGNED for and on behalf of **THE SOVEREIGN** in right of New Zealand by the Minister for Arts, Culture and Heritage:

WITNESS

Name:

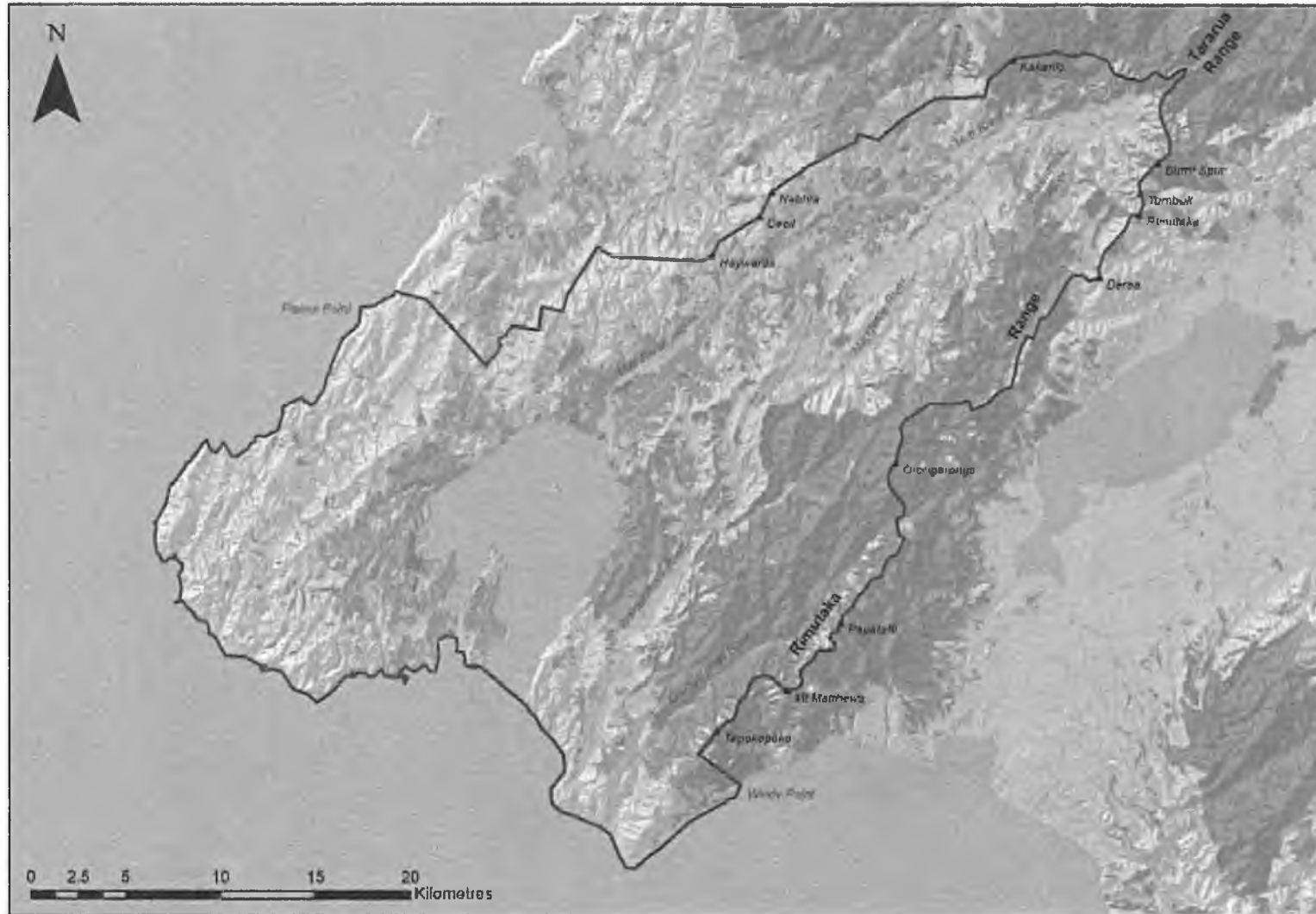
Occupation:

Address:



1 PROTOCOLS: THE MINISTRY FOR CULTURE AND HERITAGE PROTOCOL

ATTACHMENT A
THE MINISTRY FOR CULTURE AND HERITAGE PROTOCOL AREA



ATTACHMENT B

TERMS OF ISSUE

This Protocol is issued subject to the provisions of the deed of settlement and the settlement legislation. These provisions are set out below.

1 Provisions of the deed of settlement relating to this Protocol

1.1 The deed of settlement provides that:

1.1.1 a failure by the Crown to comply with a protocol is not a breach of the deed of settlement (paragraph 3.3 of the provisions schedule); and

1.1.2 this protocol does not override or limit:

- (a) legislative rights, powers, or obligations; or
- (b) the functions, duties, and powers of Ministers, officials and others under legislation; or
- (c) the ability of the Crown to interact or consult with persons other than Taranaki Whānui ki Te Upoko o Te Ika or the governance entity.

2 Authority to issue, amend or cancel protocols

2.1 Section [*insert reference*] of the settlement legislation provides that:

- (1) each responsible Minister may –
 - (a) issue a protocol to the governance entity in the form set out in part 1 of the documents schedule to the deed of settlement; and
 - (b) amend or cancel that protocol.
- (2) a protocol may be amended or cancelled under subsection (1) at the initiative of either –
 - (a) the governance entity; or
 - (b) the responsible Minister.
- (3) the responsible Minister may amend or cancel a protocol only after consulting with, and having particular regard to the views of, the governance entity.

3 Protocols subject to rights, functions, and obligations

3.1 Section [*insert reference*] of the settlement legislation provides that:

protocols do not restrict:

- (1) the ability of the Crown to exercise its powers and perform its functions and duties in accordance with the law and government policy, which includes, without limitation, the ability to –

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

1 PROTOCOLS: THE MINISTRY FOR CULTURE AND HERITAGE PROTOCOL

- (a) introduce legislation and change government policy; and
 - (b) issue a protocol to, or interact or consult with a person the Crown considers appropriate, including, without limitation, any iwi, hapū, marae, whānau, or other representative of tangata whenua; or
- (4) the responsibilities of the responsible Minister or a responsible department; or
- (5) the legal rights of Taranaki Whānui ki Te Upoko o Te Ika or entity a representative entity.

4 Enforcement of a protocol

4.1 Section [*insert reference*] of the settlement legislation provides that:

- (1) the Crown must comply with a protocol while it is in force.
- (2) if the Crown fails, without good cause, to comply with a protocol, the governance entity may, subject to the Crown Proceedings Act 1950, enforce the protocol.
- (3) despite subsection (2), damages or any form of monetary compensation are not available as a remedy for failure by the Crown to comply with a protocol.
- (4) to avoid doubt,-
 - (a) subsections (1) and (2) do not apply to guidelines developed for the implementation of a protocol; and
 - (b) subsection (3) does not affect the ability of a court to award costs incurred in enforcing a protocol under subsection (2).

5 Limitation of rights

5.1 Section [*insert reference*] of the settlement legislation provides that:

this Protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, taonga tūturu.



2 STATEMENTS OF ASSOCIATION

The traditional, historical, cultural and spiritual associations of Taranaki Whānui ki Te Upoko o Te Ika with a particular area or site.

Kaiwharawhara Stream

The Kaiwharawhara stream has had a close association with Taranaki Whānui ki Te Upoko o Te Ika from its origins in Otari to its outlet to Wellington Harbour as one of the key source streams flowing to the harbour. Kaiwharawhara Pā, which was the early stronghold of Taringa Kuri (Te Kaeaea) and formed a gateway into Wellington Town, was located on the side of the Kaiwharawhara stream at its mouth. A trail wound through the forest from Thorndon, crossed the Kaiwharawhara Stream in Otari Reserve, headed up the spur and continued on to Makara. This section of the Kaiwharawhara Stream was then known as Te Mahanga. The track linked Taranaki Whānui ki Te Upoko o Te Ika settlements at Makara and Kaiwharawhara.

Settlers recorded gardens situated near the stream and Taranaki Whānui ki Te Upoko o Te Ika caught kaka in a clearing by the stream. Otari can mean "the place of snares". This stream like the others around the harbour held a stock of tuna (eel) that fed as they grew to maturity prior to migrating to spawn. Piharau, inanga and kokopu came into the stream to spawn along with other freshwater species.

Coastal Marine Area

The Taranaki Whānui ki Te Upoko o Te Ika coastal marine area extends in the east from the settlement of Mukamukaiti in Palliser Bay. The area proceeds along that coastline towards Turakirae. This was, and is, an area used intensively by Taranaki Whānui ki Te Upoko o Te Ika to gather kaimoana of a great variety and abundance. Turakirae sits at the foot of the range that becomes Rimutaka. The area extends past the kainga of Orongorongo and Orua-poua-nui (Baring Head), with their associated marine resources and garden areas (nga kinga), and thence to the multiple sites of Fitzroy Bay which include the ancient Pā of Parangarehu to the bay-bar lakes of Kohanga-te-ra and Kohanga Piripiri. The lakes are very important mahinga kai and match the food producing capacity of the bay itself. Te Rae-akiaki, now known as Pencarrow Head, guarded the entrance to the harbour and travellers heading east crossed the channels of Te Au o Tane (main entrance to the Wellington Harbour) and Te Awa a Taia (the old channel which is now Kilbirnie) from the Harbour.

The coastal marine area extends around the coast past the old Pā of Oruaiti, Rangitatau which is in the vicinity of Palmer Head. It continues to Island Bay, past the ancient Pā of Uruhau (which is opposite Tapu te Ranga in Island Bay) as well as the kainga of Te Mapunga, then around to a village at Owhiro Bay.

The Wellington south coast has many sites dating from the earliest Māori occupation. Rimurapa (Sinclair Head) like Turakirae is a traditional marker as is Pariwhero (Red Rocks). The next pā was Wai-komaru then around to Pirihihi Kainga at Waiariki Stream through the kainga at Wai-pahihi (Karori) stream and then to the exposed kainga at Oterongo.

The west coast from Te Rawhiti, the western most point around to the bays which each contained at least one pā or kainga of Ohau then around to Te Ika Maru with its ancient headland pā and its rich resource of paua and other kaimoana. The next embayment heading north is Opau which is followed by many sites to Makara Beach and the Ohariu Pā along with Te Arei Pā and thence to the northernmost settlement of Ngutu Kaka just north of Pipinui Point near Boom Rock.

2: STATEMENTS OF ASSOCIATION

Hutt River

Te Awakairangi is the oldest name for the Hutt River attributed to the Polynesian explorer Kupe. It was also known as Heretaunga in a later period. The origins of the streams flowing to Awakairangi are high in the Tararua Range. The stream and rivers lead down through Pakuratahi at the head of the Hutt Valley. Taranaki Whānui ki Te Upoko o Te Ika had interests at Pakuratahi. The trail linking Te Whanganui a Tara and the Wairarapa came through Pakuratahi and over the Rimutaka Range. Prior to the 1855 uplift Te Awakairangi was navigable by waka up to Pakuratahi and the river was navigable by European ships almost to Whirinaki (Silverstream).

Taranaki Whānui ki Te Upoko o Te Ika travelled in the Hutt Valley largely by waka. There were few trails through the heavy forest of the valley. Many Taranaki Whānui ki Te Upoko o Te Ika Kainga and Pā were close to the river including at Haukaretu (Maoribank), Whakataka Pā (which was across the bank from what is now Te Marua), Mawaihakona (Wallaceville), Whirinaki, Motutawa Pā (Avalon), Maraenuku Pā (Boulcott), Paetutu Pā and at the mouth of the river, Hikoikoi Pā to the west and Waiwhetu Pā (Owhiti) to the east.

Te Awakairangi linked the settlements as well as being a food supply for the pā and kainga along the river. Mahinga kai were found along the river such as Te Momi (Petone) which was a wetland that held abundant resources of birds, tuna and other food sources. The river ranged across the valley floor and changed course several times leaving rich garden sites. Waka were carved from forest trees felled for that purpose close to the river.

Waiwhetu Stream

The Waiwhetu Stream arises in the foothills above Naenae. Along the stream were the pā and kainga of Te Mako Pā (Naenae), Ngutu-Ihe Pā (Gracefield), Waiwhetu Pā, and Owhiti Pā. The present Waiwhetu Marae is located on the Waiwhetu Stream on Hutt Section 19 where a village site was previously located. Near the mouth of the stream were the pā of Waiwhetu and Owhiti along with their urupā which are still in use today. In pre-colonial times the stream was larger and able to be accessed by waka for considerable distance. Today modern waka taua carved in the traditional style are housed on the banks of the Waiwhetu Stream. The stream was also a source of tuna, piharau as well as kokopu and other freshwater species of fish.

Wellington Harbour

The harbour was one of the highways used by Taranaki Whānui ki Te Upoko o Te Ika. At the time of pākehā settlement in 1839, it was crowded with waka of all types and was used for transport, fishing and sometimes warfare.

The harbour was a very significant fishery both in terms of various finfish and whales as well as shellfish. The relatively sheltered waters of the harbour meant that Māori could fish at most times from simple waka. The rocks in and around the harbour were named such as Te Aroaro a Kupe (Steeple Rock), Te Tangihanga a Kupe (Barrett's Reef) and so on. There were takiwa for whanau around the harbour and each had associated fisheries such as for ngōiro (conger eel). Each marae around the harbour had its rohe moana and the associated fishery. Pipitea Pā was named for the pipi bed in its immediate rohe moana. There are places within the harbour which were special for certain species such as kingfish and hapuku. Matiu Island had several pā or kainga situated around the island, each of which had a rohe moana to provide the food source to sustain them. Other resources came from the harbour including the seaweed such as karengo (sea lettuce), the bull kelp (rimurapa) and many others along with shellfish used variously at the pā. The mouths of the streams held their special resources such as the inanga (whitebait), piharau (lamprey), kahawai and tuna (eel).

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

2: STATEMENTS OF ASSOCIATION

The freshwater sources of the harbour were well known and highly prized not only by Taranaki Whānui ki Te Upoko o Te Ika, but also by the European traders who would fill water barrels while their sailing ships were anchored in the harbour. It is noted that these freshwater puna are still used to supply fresh water to Matiu/Somes.

The bed of the harbour is associated with the pā including Te Aro, Pipitea, Pito-one/Te Tatau o te Po, Waiwhetu, Owhiti, Hikoikoi, as well as those pā such as Kaiwharawhara, Ngauranga and others which were around the harbour just prior to colonisation.

Riverside Drive Marginal Strip

Riverside Drive marginal strip is located along the Waiwhetu Stream South. Taranaki Whānui ki Te Upoko o Te Ika consider the marginal strip to be an integral part of the stream. The bed, banks and the flow of the stream are viewed as a single entity. The banks were used for the preparation of the tuna (eel) including to pawhara (to open and dry) the catch. The pā tuna (eel weirs) and utu piharau (lamprey weirs) were assembled to capture the tuna heke when the mature tuna were migrating downstream to the ocean to spawn, and the lamprey as they headed upstream to spawn. The association with Waiwhetu Marae is long established as well as the older association with the old marae at the mouth of the Hutt River.

Seaview Marginal Strip

Seaview marginal strip is along the area of the Waiwhetu Stream close to its mouth which discharges into the Hutt River near its mouth. The area is closely associated with the old Waiwhetu Pā and the Owhiti Pā and the urupā associated with those places. These areas were (and still are) associated with estuarine fishing including for kahawai, inanga and patiki among other species. Nets and lines were dried on the banks to be repaired as the catch was prepared. Taranaki Whānui ki Te Upoko o Te Ika would have seasonally camped near these areas for the catching of migrations and gatherings of fish which were harvested dried and stored for future use.

Government Buildings Historic Reserve

The Government Building Historic Reserve is the foreshore of the traditional tauranga waka called Waititi and is now known as Waititi landing. This area was also the mouth of the Waipiro and Tutaenui Streams, an area associated with urupā in the area. The Ngati Te Whiti people of Kumutoto pā (which was located where the present day Woodward Street intersects with the Terrace) had interests in the area as did the Ngati Hamua/Te Matehou people of Pipitea pa. These were both hapu of Te Atiawa. Wi Tako Ngātata was the Rangatira at Kumutoto and his connection to this area should be noted given his significance for the development of Wellington City and his later membership of the Legislative Council from 1872 until his death in 1887. The area is also connected with Kaiota and Haukawakawa, or what came to be called the Thorndon Flats.

Turnbull House Historic Reserve

Turnbull House Historic Reserve is also closely associated with Kumutoto Pā, which was situated where Woodward Street intersects with the Terrace. Associated with Kumutoto pā were numerous kāinga. The Ngati Te Whiti people of Kumutoto pa had interests in the area as did the Ngati Hamua/Te Matehou people of Pipitea pa. These were both hapu of Te Atiawa. Wi Tako Ngātata was the Rangatira at Kumutoto.

The Tutaenui Stream flowed down Bowen Street and entered the harbour near where the cenotaph is now located. In the early times of the colony, Bowen Street was known as Kumutoto. Further up the road was what is now known as the Sydney Street Public cemetery, the Church of England cemetery and the Bolton Street cemetery. Those cemeteries held the graves of the

2: STATEMENTS OF ASSOCIATION

Pipitea Rangatira, Te Rira Porutu and Ropiha Moturoa along with many others of the pā in this part of the harbour.

Rimutaka Forest Park

Rimutaka Forest Park was an area of dense tall forest. The podocarp forest on the valley floor contained kahikatea, matai, miro, pukatea, rimu, and tōtara. In other areas grew rata and a broad mix of forest trees. The native forests and rivers of what is now the Rimutaka Forest Park were a key resource for the collection of food (kai), medicinal plants and animals (rongoā) and weaving materials (taonga raranga). The forests in the Rimutaka Forest Park also include sub-tropical emergent forest above a canopy of hinau, kamahi, rewa rewa and tree ferns. Some black beech is found on drier sites, and silver beech on the high ridge-tops. The pā at Orongorongo and around the coast used these areas as mahinga kai for birding and collecting other forest resources. Although there were few settlements in this area, Taranaki Whānui ki Te Upoko o Te Ika had camps throughout this area.

Wainuiomata Scenic Reserve

Wainuiomata Scenic Reserve is a modified remnant of the original indigenous forest and its origins are similar to Rimutaka Forest Park. The podocarp forest on the valley floor contained kahikatea, matai, miro, pukatea, rimu, and tōtara. In other areas grew rata and a broad mix of forest trees. The native forests and rivers of what is now the Wainuiomata Scenic Reserve were a key resource for the collection of food (kai), medicinal plants and animals (rongoā) and weaving materials (taonga raranga). The forests in the Reserve also include sub-tropical emergent forest above a canopy of hinau, kamahi, rewa rewa and tree ferns. Some black beech is found on drier sites, and silver beech on the high ridge-tops. The reserve was close to original Taranaki Whānui ki Te Upoko o Te Ika settlements and was used more than some of the more remote areas for the collection of rongoā and taonga raranga as well as being a source for birding and the harvesting of trees for waka to be transported down river.

Turakirae Head Scientific Reserve

Turakirae is an area of considerable significance to Taranaki Whānui ki Te Upoko o Te Ika as a marker in the land. Travellers commonly travelled to the Wairarapa from Wellington via Turakirae. The area is close to the deep waters of the Nicholson Trench and it has very rich fisheries for shellfish, such as paua and koura, along with many finfish. The pā at Orongorongo and at Mukamuka along with other settlements along this coast all connect closely to this area which has been intensely used by Taranaki Whānui ki Te Upoko o Te Ika up to the present day. Connections with Taranaki Whānui ki Te Upoko o Te Ika to this area into Palliser Bay is closely linked to Wainuiomata, Orongorongo and Mukamuka.

Kelburn Local Purposes (Community and Administrative buildings) Reserve

Kelburn Local Purposes Reserve made up part of the Kumutoto nga kinga (gardens/cultivation areas) associated with Kumutoto Pā. Kumutoto Pā was situated where the present day Woodward Street intersects with the Terrace. The Ngati Te Whiti people of Kumutoto pā had interests in the area as did the Ngati Hamua/Te Matehou people of Pipitea pā. These were both hapu of Te Atiawa. Wi Tako Ngātata was the Rangatira at Kumutoto. The areas that now make up the Kelburn Local Purposes Reserve provided the lifeline for the pā, providing a source of aruhe (fern root) as well as being a site for kumara gardens. Harakeke (flax) grown here was exported through Kumutoto Pā at the waterfront in the early colonial period.

3 DEED OF RECOGNITION

THIS DEED is made

BETWEEN

The trustees of the Port Nicholson Block Settlement Trust (the “**governance entity**”)

AND

THE SOVEREIGN in right of New Zealand acting by the Minister of Conservation (the “**Crown**”)

IT IS AGREED as follows:

1 BACKGROUND

- 1.1 Taranaki Whānui ki Te Upoko o Te Ika, the governance entity, and the Crown are parties to a deed of settlement (the “deed of settlement”) dated [].
- 1.2 It was agreed under clauses 5.6 – 5.8 of the deed of settlement that, if it became unconditional, the Crown and the governance entity would enter into this deed.
- 1.3 The Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) Claims Settlement Act [] (the “settlement legislation”) has come into force and the deed of settlement is unconditional.
- 1.4 The Crown has acknowledged, under section [] of the settlement legislation, the statements by Taranaki Whānui ki Te Upoko o Te Ika set out in clause 2.2 of its particular cultural, spiritual, historical and traditional association with the statutory areas.

2 STATUTORY AREAS AND STATEMENTS OF ASSOCIATION

- 2.1 This deed applies to each of the following statutory areas:
 - 2.1.1 Rimutaka Forest Park (as shown on SO 408079); and
 - 2.1.2 Wainuiomata Scenic Reserve (as shown on SO 408080); and
 - 2.1.3 Turakirae Head Scientific Reserve (as shown on SO 408081).
- 2.2 The statements of association relating to each of those statutory areas are as follows:

Rimutaka Forest Park

- 2.2.1 Rimutaka Forest Park was an area of dense tall forest. The podocarp forest on the valley floor contained kahikatea, matai, miro, pukatea, rimu, and tōtara. In other

3: DEED OF RECOGNITION

areas grew rata and a broad mix of forest trees. The native forests and rivers of what is now the Rimutaka Forest Park were a key resource for the collection of food (kai), medicinal plants and animals (rongoā) and weaving materials (taonga raranga). The forests in the Rimutaka Forest Park also include sub-tropical emergent forest above a canopy of hinau, kamahi, rewa rewa and tree ferns. Some black beech is found on drier sites, and silver beech on the high ridge-tops. The pā at Orongorongo and around the coast used these areas as mahinga kai for birding and collecting other forest resources. Although there were few settlements in this area, Taranaki Whānui ki Te Upoko o Te Ika had camps throughout this area; and

Wainuiomata Scenic Reserve

- 2.2.2 Wainuiomata Scenic Reserve is a modified remnant of the original indigenous forest and its origins are similar to Rimutaka Forest Park. The podocarp forest on the valley floor contained kahikatea, matai, miro, pukatea, rimu, and tōtara. In other areas grew rata and a broad mix of forest trees. The native forests and rivers of what is now the Wainuiomata Scenic Reserve were a key resource for the collection of food (kai), medicinal plants and animals (rongoā) and weaving materials (taonga raranga). The forests in the Reserve also include sub-tropical emergent forest above a canopy of hinau, kamahi, rewa rewa and tree ferns. Some black beech is found on drier sites, and silver beech on the high ridge-tops. The reserve was close to original Taranaki Whānui ki Te Upoko o Te Ika settlements and was used more than some of the more remote areas for the collection of rongoā and taonga raranga as well as being a source for birding and the harvesting of trees for waka to be transported down river; and

Turakirae Head Scientific Reserve

- 2.2.3 Turakirae is an area of considerable significance to Taranaki Whānui ki Te Upoko o Te Ika as a marker in the land. Travellers commonly travelled to the Wairarapa from Wellington via Turakirae. The area is close to the deep waters of the Nicholson Trench and it has very rich fisheries for shellfish, such as paua and koura, along with many finfish. The pā at Orongorongo and at Mukamuka along with other settlements along this coast all connect closely to this area which has been intensely used by Taranaki Whānui ki Te Upoko o Te Ika up to the present day. Connections with Taranaki Whānui ki Te Upoko o Te Ika to this area into Palliser Bay is closely linked to Wainuiomata, Orongorongo and Mukamuka.

3 CONSULTATION BY THE MINISTER OF CONSERVATION WITH THE GOVERNANCE ENTITY IN RELATION TO THE STATUTORY AREAS

- 3.1 The Minister of Conservation and the Director-General of Conservation must, if undertaking an activity referred to in clause 3.2 in relation to or within a statutory area, consult and have regard to the views of the governance entity concerning the association of Taranaki Whānui ki Te Upoko o Te Ika with that statutory area as described in the statement of association.
- 3.2 Clause 3.1 applies to the following activities:

- 3.2.1 preparing:



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

3: DEED OF RECOGNITION

- (a) a conservation management strategy, or a conservation management plan, under the Conservation Act 1987 or the Reserves Act 1977; or
- (b) a national park management plan under the National Parks Act 1980; or
- (c) in relation to a statutory area that is not a river, a non-statutory plan, strategy, programme, or survey of one of the following kinds for the protection and management of that statutory area, namely to:
 - (i) identify and protect wildlife or indigenous plants; or
 - (ii) eradicate pests, weeds or introduced species; or
 - (iii) assess current and future visitor activities; or
 - (iv) identify the number and type of concessions that may be appropriate; or
- (d) in relation to a statutory area that is a river, a non-statutory plan, strategy, or programme for the protection and management of that statutory area; or

3.2.2 locating or constructing structures, signs or tracks.

3.3 The Minister of Conservation and the Director-General of Conservation must, in order to enable the governance entity to give informed views when consulting the governance entity under clause 3.1, provide the governance entity with relevant information.

4 LIMITATIONS

4.1 This deed relates only to those parts of a statutory area owned and managed by the Crown.

4.2 This deed does not, in relation to a statutory area:

4.2.1 require the Crown to undertake, increase, or resume any activity of the kind referred to in clause 3.2; or

4.2.2 preclude the Crown from not undertaking, or ceasing to undertake, any activity referred to in clause 3.2.

4.3 This deed is subject to the provisions of sections 2.17 – 2.19 and section 2.22 of the settlement legislation.

5 TERMINATION

5.1 This Deed terminates in respect of the statutory area (or part of it) if:

5.1.1 the governance entity and the Minister of Conservation agree in writing that this deed is no longer appropriate for the area concerned; or

5.1.2 the area concerned is disposed of by the Crown; or

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

3: DEED OF RECOGNITION

5.1.3 the Minister of Conservation ceases to be responsible for the activities referred to in clause 3.2 in relation to or within the area concerned and they are transferred to another person or official within the Crown.

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 may be given in the manner provided in part 8 of the provisions schedule to the deed of settlement.

6.2 The governance entity's address where notices may be given is (until further notice) as provided in paragraph 1.3 of the provisions schedule to the deed of settlement.

6.3 The Crown's address where notices may be given is:

Area Manager,
Department of Conservation
Poneke Area Office,
181 Thorndon Quay,
PO Box 5086,
Wellington.

7 NO ASSIGNMENT

7.1 The governance entity may not assign its rights or obligations under this deed.

8 DEFINITIONS AND INTERPRETATION

8.1 In this deed, unless the context requires otherwise:

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

Minister of Conservation and **Minister** means the person who is the Minister of Conservation;

party means a party to this deed;

statement of association means a statement of association in clause 2.2; and

statutory area means the statutory area referred to in clause 2.1.

8.2 In the interpretation of this deed, unless the context requires otherwise:

8.2.1 terms and expressions that are not defined in this deed but are defined in the deed of settlement have the meaning in this deed that they have in the deed of settlement; and

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

3: DEED OF RECOGNITION

- 8.2.2 headings appear as a matter of convenience and are not to affect the interpretation of this deed; and
 - 8.2.3 where a word or expression is defined in this deed, other parts of speech and grammatical forms of that word or expression have corresponding meanings; and
 - 8.2.4 the singular includes the plural and vice versa; and
 - 8.2.5 words importing one gender include the other genders; and
 - 8.2.6 a reference to legislation is a reference to that legislation as amended, consolidated or substituted; and
 - 8.2.7 a reference to any document or agreement, including this deed, includes a reference to that document or agreement as amended, novated, or replaced; and
 - 8.2.8 a reference to written or in writing includes all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form; and
 - 8.2.9 a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate; and
 - 8.2.10 a reference to a date on which something must be done includes any other date that may be agreed in writing between the governance entity and the Crown; and
 - 8.2.11 where something is required to be done by or on a day that is not a business day, that thing must be done on or by the next business day after that day; and
 - 8.2.12 a reference to time is to New Zealand time.
- 8.3 In this deed, references to SO plans are included for the purpose of indicating the general location of a statutory area and do not establish the precise boundaries of a statutory area.
- 8.4 If there are any inconsistencies between this deed and the deed of settlement, the provisions of the deed of settlement will prevail.



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

3: DEED OF RECOGNITION

SIGNED as a deed on []

[Insert signing provisions for the governance entity]

WITNESS

Name:

Occupation:

Address:

SIGNED for and on behalf of
THE SOVEREIGN in right of New
Zealand by the Minister of Conservation
in the presence of:

WITNESS

Name:

Occupation:

Address:



4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Approved by Registrar-General of Land under No. 2002/3048

DRAFT

Section 115, Land Transfer Act 1952

Land registration district

WELLINGTON



BARCODE

Unique identifier(s)
or C/T(s)

All/part

Area/description of part or stratum

New title

All

Section 3 SO Plan 20946

Lessor

Surname(s) must be underlined or in CAPITALS

(TARANAKI WHANUI)

Lessee

Surname(s) must be underlined or in CAPITALS

WELLINGTON REGIONAL COUNCIL

Estate or interest*

Insert "fee simple", "leasehold in lease number", etc

Fee Simple

Lease memorandum number

Not Applicable

Term

33 years

Rental

\$1.00 (if demanded)

Operative clause

If required, set out the terms of lease in Annexure Schedule(s).

The Lessor leases to the Lessee and the Lessee accepts the lease of the above estate or interest in the land in the above certificate(s) of title or 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).

Dated this

day of

Attestation

Signature [common seal] of Lessor	Signed in my presence by the Lessor
	Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address

Signature [common seal] of Lessee	Signed in my presence by the Lessee
	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 Lessee

*The specified consent form must be used for the consent of any mortgagee of the estate or interest to be leased

REF: 7012 - AUCKLAND DISTRICT LAW SOCIETY

Ref Code: WBL341/887 - 0 7012/1

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 1 of 7 Pages



(Continue in additional Annexure Schedule, if required.)

1. TERM & RENEWALS

1.1 The term of this Lease shall be thirty three (33) years from the ?? day of ??? 2008.

1.2 If the Lessee has given to the Lessor written notice to renew this Lease at least three (3) calendar months before the end of the term then the Lessor will at the costs of the Lessee extend the term of the Lease for another term of thirty three (33) years from the expiration date. Each and every renewal of the term of this Lease shall be upon and subject to the same covenants and provisions expressed or implied in this Lease, including the present provision for renewal of term.

2. RENT AND REVIEWS

2.1 If demanded, the Lessee shall pay the Rental without any deductions and in the manner the Lessor may from time to time direct.

3. OUTGOINGS

3.1 The Lessee shall pay all rates, taxes, levies and outgoings imposed or payable in respect of the Land and the structures and/or improvements erected on the Land.

3.2 The Lessee shall pay all charges for water, gas, electricity, telephones and other utilities or services incurred by the Lessee on the Land.

4. USE

4.1 The Lessee shall not use or permit the whole or any part of the Land or any structures and/or improvements erected on the Land to be used for any use other than the following uses:

4.1.1 Operation and use of a lighthouse and/or marine navigation aids,

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 2 of 7 Pages

(Continue in additional Annexure Schedule, if required.)

- 4.1.2 Installation, maintenance, repair and replacement of the lighthouse and/or marine navigation aids, and
- 4.1.3 Installation, maintenance, repair and replacement of equipment and machinery (including without limitation, power generators, solar power banks, transformers and cables) necessary or desirable for the proper operation of the lighthouse and/or marine navigation aids.
- 4.2 The Lessee shall have right of access (with or without equipment and machinery) over adjoining land of the Lessor for the purpose of obtaining convenient or practical access to and from the Land. (This provision needed if leasing part of the land.)
- 4.3 The Lessee shall observe and comply with all statutory provisions, regulations and by-laws at any time in force so far as the same are applicable to the Lessee and/or the Land and/or any improvements to the Land and/or the business or use conducted by the Lessee on the Land.
- 4.4 The Lessee shall not use the Land or any improvements on the Land for any noxious, illegal or offensive trade or business.
- 4.5 The Lessee shall not commit or permit any act or thing which may be a nuisance or annoyance to the public or to the occupiers of neighbouring properties.
- 5. MAINTENANCE**
- 5.1 The Lessee shall at all times during the term keep and maintain the Land and any improvements and services on the Land in a clean state and in good repair, order and condition.
- 5.2 The Lessor, its employees or agents may with prior arrangement made with the Lessee enter upon the Land or any improvements on the Land, and view the condition and state of repair and the use being made of the Land, improvements and services. The Lessor may serve upon the Lessee a notice in writing of any defects or want of cleanliness, repair, order or condition of the Land or any improvements or services and in the event of the Lessee failing to comply with such notice to the

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 3 of 7 Pages



(Continue in additional Annexure Schedule, if required.)

satisfaction of the Lessor the Lessor may after giving one month's prior notice carry out the required works at the cost of the Lessee.

5.3 The Lessee shall regularly cause all rubbish and garbage to be removed from the Land and improvements, and shall keep any rubbish bins and containers in a tidy condition.

5.4 The Lessee shall;

5.4.1 Clear and keep clear the Land from all noxious weeds and agricultural pests and in particular will duly and fully comply with the provisions of the Biosecurity Act 1993 and all amendments and substitutions to that Act.

5.4.2 Not light any fires on or in the vicinity of the Land and in particular will duly comply with the Forest and Rural Fires Act 1977 and all amendments or substitutions to that Act.

5.4.3 Promptly comply with all notices or demands lawfully made or given by any person or authority pursuant to the said Acts.

6. STRUCTURES AND IMPROVEMENTS

6.1 The Lessee shall not construct or erect any structures or improvements on the Land or make any alterations or additions to any existing structures or improvements without the prior written approval of the Lessor which consent shall not be unreasonably withheld. This provision shall not apply to equipment or machinery on or within existing structures or improvements.

6.2 As a condition of approval of the Lessor, the Lessor may require the Lessee to:

6.2.1 Provide to the Lessor copies of all plans and specifications of the proposed works,

6.2.2 Provide evidence that the proposed works will be carried out in a proper and tradesmanlike manner.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 4 of 7 Pages



(Continue in additional Annexure Schedule, if required.)

- 6.2.3 Comply with such terms and conditions as the Lessor may reasonably impose.
- 6.3 Prior to the commencement of any proposed works, the Lessee shall,
- 6.3.1 Obtain the written approval of the Lessor.
- 6.3.2 Obtain all necessary building and resource consents, permits and other approvals for the proposed works.
- 6.3.3 Provide copies of the consents, permits and approvals to the Lessor.
- 6.4 Upon completion of the works, the Lessee shall provide to the Lessor a copy of the Code Compliance Certificate issued by the Local Authority that the works have been carried out in compliance with the Building Consent.
- 6.5 The Lessee shall be solely responsible for the installation, provision and maintenance of all essential services and utilities required for the proper function of the structures and improvements of the Lessee. In the event that any part of the Lessor's Land is disturbed by the installation and/or maintenance of the Lessee's services or utilities, the Lessee shall, at the Lessee's expense, restore the Lessor's Land to the condition it was prior to the commencement of the work.
- 6.6 The Lessee shall not affix paint or exhibit or permit to be affixed painted or exhibited any sign or advertisement on the Land or to the exterior of any structures and improvements without the prior written approval of the Lessor, except such signs as may be necessary or reasonable for the operation and management of the lighthouse and/or navigation aids.
- 7. ASSIGNMENT AND SUBLETTING**
- 7.1 The Lessee shall not assign, sublet or part with the possession of the Land or improvements thereon or of its rights under this Lease without the prior written consent of the Lessor which

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 5 of 7 Pages



(Continue in additional Annexure Schedule, if required.)

consent shall not be unreasonably withheld. Any assignment required from local government reorganisation is expressly permitted.

7.2 In the event that consent is given by the Lessor, such consent may be subject to such terms and conditions as the Lessor may reasonably impose.

8. DEFAULT AND TERMINATION

8.1 The Lessor shall not have the right of termination of this Lease, except pursuant to a Court Order or Judgment requiring termination of this Lease.

8.2 The Land shall be used solely for the purposes specified in the Lease, and if at any time the Lessee is of the opinion that the Land is no longer required for the purposes specified in the Lease, and following the Lessee giving the Lessor not less than 6 months notice in writing of its intention to do so, the Lessee may surrender or terminate the Lease **PROVIDED ALWAYS** that the Lessee shall not be released from liability in respect of any antecedent breach of this Lease.

8.3 On termination of the Lease under clause 8.2 of the Lease or by expiration of term, surrender or otherwise, the Land, together with all structures and improvements thereon, shall revert to the Lessor without compensation payable to the Lessee.

8.4 Notwithstanding anything to the contrary in clause 8.3 of the Lease, the Lessee may elect to remove all or some of the structures and improvements constructed and services installed by the Lessee (or the predecessors of the Lessee) on the Land. Should the Lessee remove all or some of the structures and improvements on the Land, the Lessee shall do so in a proper and workmanlike manner and make good the Land at the Lessee's own expense in all things.

9. COSTS

9.1 The parties shall each meet their own costs of the negotiation and preparation of this Lease.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 6 of 7 Pages

(Continue in additional Annexure Schedule, if required.)

9.2 The Lessee shall pay all costs of and incidental to any renewal of the term, and the Lessor's costs including legal costs (as between solicitor and client) of and incidental to the enforcement or attempted enforcement of the Lessor's rights remedies and powers under this Lease.

10. INDEMNITY AND RISK

10.1 The Lessee shall at all times indemnify the Lessor from and against all claims, actions, suits and demands that may be made or brought against the Lessor in respect of any work, matter or thing done or omitted to be done by the Lessee upon the Land or improvements or services on the Land or in connection with or in respect of or arising out of the possession by the Lessee of the Land or improvements or services on the Land or as a result of the grant of this Lease to the Lessee.

10.2 The Lessee shall occupy or use the Land and structures, improvements or services on the Land at the Lessee's own risk.

11. NO WARRANTY

11.1 No warranty or representation expressed or implied has been or is made by the Lessor that the Land is now suitable or will remain suitable or adequate for use by the Lessee or that any use of the Land by the Lessee will comply with the by-laws or ordinances or other requirements of any authority having jurisdiction.

12. NOTICES

12.1 Any notice required to be given by the Lessor to the Lessee may be given by:

12.1.1 delivering the notice to the offices of the Lessee at Wellington; or

12.1.2 posting the notice to the offices of the Lessee at Wellington; or

12.1.3 facsimile transmission to the facsimile number of the Lessee.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 7 of 7 Pages

(Continue in additional Annexure Schedule, if required.)

12.2 Any notice required to be given by the Lessee to the Lessor may be given by:

12.2.1 delivering the notice to the offices of the Lessor at ???; or

12.2.2 posting the notice to the offices of the Lessor at ???; or

12.2.3 facsimile transmission to the facsimile number of the Lessor.

13. ARBITRATION

13.1 The parties agree that all differences and disputes which may arise between the parties as to this Lease or any act or thing done, or omission, or the interpretation of this Lease shall be dealt with in the following manner:

13.1.1 The parties will negotiate in good faith with the intent of reaching expeditiously a mutually acceptable resolution.

13.1.2 In the event negotiation is unsuccessful, then the difference or dispute shall be submitted to a process of Alternative Dispute Resolution (in the manner usually conducted within the Wellington region) with the intent that the matter be resolved as expeditiously as possible and to the mutual benefit of both parties.

13.1.3 In the event that the Alternative Dispute Resolution procedure is unsuccessful, the difference or dispute shall be referred to arbitration in accordance with the Arbitration Act 1996 and any amendments and/or substitution to the said Act.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.


166

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

DRAFT

Approved by Registrar General of Land under No. 2007/8225

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(s) must be underlined or in CAPITALS.*
WELLINGTON REGIONAL COUNCIL

Grantee *Surname(s) must be underlined or in CAPITALS.*
(TARANAKI WHĀNUI)

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

Attestation

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 _____

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

If the consent of any person is required for the grant, the specified consent form must be used.

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

DRAFT

Approved by Registrar-General of Land under No. 2007/6225
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, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way Easement	Area A on SO 409478	(balance WN41A/384)	(new title to Dendrogllyph Sites)
Pedestrian Right of Way Easement	Areas B, C and D on SO 409478	(balance WN41A/348)	(new title to Dendrogllyph Sites)

Easements or profits à prendre rights and powers (including terms, covenants, and conditions)

*Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.*

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~~] [~~negated~~] [~~added to~~] or [~~substituted~~] by:

[Memorandum number _____, registered under section 165A of the Land Transfer Act 1962],

[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 165A of the Land Transfer Act 1962],

[Annexure Schedule 2].

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

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule



Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Easement

Dated

Page 2 of 3 Pages

(Continue in additional Annexure Schedules if required.)

Annexure Schedule 2

1. Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and the Fifth Schedule to the Property Law Act 2007, the provisions of the Fourth Schedule must prevail.
2. Where there is a conflict between the provisions of the Fourth Schedule and/or the Fifth Schedule, and the modifications in this Easement Instrument, the modifications must prevail.
3. The provisions of the Fourth Schedule to the Land Transfer Regulations 2002 shall be varied as follows:
 - (a) In respect to the right of way easement, by deleting paragraph (b) of clause 6(2).
 - (b) In respect to the pedestrian right of way easement, by the deletion of clause 6(2).
 - (c) In respect to both easements by deleting clause 11(2) and substituting the following:
 - 11(2) The costs of construction, maintenance and repair of the easement facility shall be shared between the Grantor and the Grantee as follows:
 - (a) 50% to be paid by the Grantor, and
 - (b) 50% to be paid by the Grantee.
4. Any maintenance, repair or replacement of the right of way on the servient land that is necessary because of any act or omission by the Grantor or the Grantee (which includes agents, employees, contractors, subcontractors and invitees of that Grantor or the Grantee) (as the case may be) must be carried out promptly by that owner and at that owner's sole cost. Where the act or omission is the partial cause of the maintenance, repair or replacement, the costs payable by that owner responsible must be in proportion to the amount attributable to that act or omission (with the balance payable in accordance with Clause 11 of this Fourth Schedule as amended above).

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Approved by Registrar General of Land under No. 2002/5032

Annexure Schedule



Insert type of Instrument
"Mortgage", "Transfer", "Lease" etc

Easement

Dated

Page

3

of

3

Pages

(Continue in additional Annexure Schedule, if required.)

Consent of Minister of Conservation

Background

1. The land in Certificate of Title WN41A/384 is a Recreation Reserve within the meaning of the Reserves Act 1977.
2. Pursuant to Section 48(1) of the Reserves Act 1977, the consent of the Minister of Conservation is required to the grant of any easements over any part of a reserve. The granting of the easements in this Easement Instrument therefore requires the consent of the Minister of Conservation.
3. Pursuant to Section 10 of the Reserves Act 1977, the Minister of Conservation has delegated to all Territorial Authorities (as defined in the Instrument of Delegation) such of his powers, functions and duties under the Reserves Act 1977 as set forth in the Schedule of the Instrument of Delegation.

Pursuant to the Instrument of Delegation, the Wellington Regional Council (being a Territorial Authority within the meaning of the Instrument of Delegation) hereby Exercise the powers of the Minister of Conservation to give consent to the grant of easements provided in this Easement Instrument.

Dated this

day of

2008

Signed by the Wellington Regional Council
by an authorised signatory
in the presence of:

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Memorandum of Encumbrance

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[Legal description of Trustees of xxxxxx Trust]
(*Encumbrancer*)

MEL (West Wind) Limited (*Encumbrancee*)

Certified correct for the purposes
of the Land Transfer Act 1952

Solicitor for the Encumbrancee



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

MEMORANDUM OF ENCUMBRANCE

TABLE OF CONTENTS

PARTIES 1

OPERATIVE PART 1

1 Rent charge, covenants and agreements 1

2 Implied covenant and agreement 1

3 Encumbrance binding on others 1

4 Application of the Land Transfer Act 1952 1

FIRST SCHEDULE – COVENANTS AND AGREEMENTS 3

1 Definitions and Interpretation 3

2 Purpose 6

3 Term 6

4 Obligations of the Encumbrancer 6

5 Further Assurances 6

6 Implied Relationship 6

7 Severability 7

8 Notices 7

SECOND SCHEDULE – ENCUMBRANCER’S LAND 8

THIRD SCHEDULE – COVENANT 9

FOURTH SCHEDULE – ADDRESSES FOR NOTICE 11

D
R
A
F
T

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

MEMORANDUM OF ENCUMBRANCE

1

Date:

PARTIES

[Legal description of Trustees of xxxxxx Trust] (*Encumbrancer*) as to the land described in the Second Schedule

MEL (West Wind) Limited (*Encumbrancee*)

OPERATIVE PART

1 Rent charge, covenants and agreements

1.1 The Encumbrancer, for themselves and their successors and assigns for the time being of the Land, encumbers the Land for the benefit of the Encumbrancee for the term set out in the First Schedule with an annual rent charge of \$10.00 plus GST to be paid each year on the anniversary of the date of this Encumbrance if demanded by the Encumbrancee and covenants and agrees with the Encumbrancee as set out in the First and Third Schedules.

1.2 The Encumbrancee, for themselves and their assigns, covenants and agrees with the Encumbrancer as set out in the First and Third Schedules.

2 Implied covenant and agreement

Sections 154 and 156 of the Land Transfer Act 1952 and sections 203, 204, 205, 289, 290, 301, 302 and 303 of the Property Law Act 2007 shall apply to this Encumbrance but otherwise the Encumbrancer shall not be entitled to any of the powers and remedies given to encumbrancers by the Land Transfer Act 1952 and the Encumbrancee shall not be entitled to any of the powers and remedies given to mortgagees under the Land Transfer Act 1952 or the Property Law Act 2007. To avoid doubt, nothing in this Encumbrance is, or shall be taken to be, a contrary intention of a kind referred to in sections 301, 302 and 303 of the Property Law Act 2007.

3 Encumbrance binding on others

This Encumbrance shall be binding on all transferees, lessees, mortgagees, chargeholders and their respective successors in title and assigns of any estate or interest in the Land.

4 Application of the Land Transfer Act 1952

This Encumbrance shall not constitute an instrument creating an easement for the purposes of the Land Transfer Act 1952 and the rights and powers set out in Schedule 4 to the Land Transfer Regulations 2002 and Schedule 5 to the Property Law Act 2007 are expressly negated.

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

MEMORANDUM OF ENCUMBRANCE

2

EXECUTION

Signed by [Legal description of
Trustees of xxxxxx Trust] as
Encumbrancer:

Signed by MEL (West Wind) Limited as
Encumbrancee by:

in the presence of:

Name:
Occupation:
Address:

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

MEMORANDUM OF ENCUMBRANCE - SECOND SCHEDULE

3

FIRST SCHEDULE – COVENANTS AND AGREEMENTS

1 Definitions and Interpretation

1.1 In this Encumbrance, unless the context requires otherwise:

Authority means any national, territorial or other Governmental or statutory authority which, in any case, has jurisdiction over or in respect of the Land or the occupation and use of the Land for any, or any particular, purpose;

Business Day means a day other than:

- (a) Saturday, Sunday, Good Friday, Easter Monday, ANZAC Day, the Sovereign's Birthday, Labour Day, Waitangi Day and the Anniversary day in the Wellington District;
- (b) The period commencing with the 24th day of December in any year and ending with the 5th day of January in the following year;

Consent includes an approval, consent, licence, permit or other authority relating to the occupation and use of the Land for Renewable Energy Purposes, and also includes a separate reference to a condition or requirement of a Consent;

Deed of Settlement means the Deed signed on [] by the Minister in Charge of Treaty of Waitangi Negotiations and Taranaki Whanui ki Te Upoko o Te Ika;

Encumbrance means this Memorandum of Encumbrance, including the operative provisions and Schedules;

Hearing includes any proceeding, hearing, conference or enquiry of any kind;

Land means the land comprised, at the date of this Encumbrance, in Identifiers WN38A/203, WN224/215, WN34D/557, WN37A/957, WN7D/340, WN41C/188 and WN10B/306 all in the Wellington Land Registration District, and includes a reference (i) to the whole or any part of such land and to any such land held in successor interests, and (ii) to avoid doubt, to anything of any kind on, below, or above the surface of the Land (including any natural or modified feature or landscape and any water (as defined in the Resource Management Act 1991));

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

MEMORANDUM OF ENCUMBRANCE - SECOND SCHEDULE

4

References to Encumbrancer and the Encumbrancee include the successors, executors, personal representatives, assigns and lessees, of the Encumbrancer and Encumbrancee respectively;

Renewable Energy Purposes means and includes:

- (a) the business and activity of generating electrical energy by conversion in any way or by any means from a renewable source, or from renewable sources, of energy;
- (b) the business and activity of farming, of any kind or in any way or by any means, including agricultural, pastoral, silvicultural and marine farming;
- (c) any visiting, tourist or recreational occupation, use, business or activity of any kind reasonably considered by the Encumbrancee to be consistent with the occupation and use of the Land separately or for other purposes;
- (d) the occupation and use of the Land in any way required by, consistent with, or to give effect to a Consent or to an arrangement or agreement pursuant to, or to avoid, a Consent;
- (e) all plant, equipment and buildings, of every kind (and whether or not affixed to the land) which is associated with any occupation, use, business or activity of a kind referred to in (a), (b), (c) or (d) above or (h) below, including in the case of (a) above where a renewable source of energy is harvested on, partly on, or off the Land;
- (f) construction activities of every kind, including in respect of:
 - (i) the investigation, testing or assessment of the Land in any way or by any means in connection with any business, use, business or activity of a kind referred to in (a), (b), (c) or (d) above or (h) below;
 - (ii) the construction, installation, commissioning, placement, inspection, repair, maintenance, demolition or removal of any plant, equipment, building, fence, road, track, access way or lay-down or work area;
- (g) all fences, roads, tracks, access ways and lay-down or work areas for or in connection with (a) to (f) (inclusive) above or (h) below;

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

MEMORANDUM OF ENCUMBRANCE - SECOND SCHEDULE

5

- (h) any transmission line or equipment or any telecommunications line or equipment (in either case) of any kind of any description, capacity or kind, whether above, on or below ground and whether or not used in connection with any other business, activity, occupation or use of the Land; and
- (i) without limiting (a) to (h) above, anything reasonably incidental to any occupation, use, business activity, or thing referred to in such a paragraph; and

Urupa Site means [OTS description or legal description (as available), including memorials to which the urupa land is to be subject].

1.2 For the purpose of the interpretation or construction of this Encumbrance, unless the context permits otherwise or a contrary intention is expressed:

- (a) words importing the singular shall include the plural and vice versa;
- (b) references to clauses are references to clauses in this Schedule and references to parties and the Schedules are references to the parties to and the Schedules to this Encumbrance, unless expressly stated otherwise;
- (c) any reference in this Encumbrance to any statute is deemed to include all amendments, revisions, substitutions or consolidations made from time to time to that statute;
- (d) "occupation and use" and "business and activity" (and cognate expressions) shall all be construed in respect of the Land, or any part of it, conjunctively or disjunctively as the context permits;
- (e) a "person" shall include any individual company, corporation, firm, partnership, joint venture, association, organisation, trust, province or agency of a province, in each case whether or not having separate legal personality;
- (f) "writing" shall include words visibly represented or reproduced;
- (g) where approvals or consents are required as between the parties they shall not be unreasonably or arbitrarily withheld or delayed and such approvals or consents may be given with reasonable conditions and shall be required for each separate occasion notwithstanding any prior consent or approval obtained for the like purpose on a prior occasion;

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

MEMORANDUM OF ENCUMBRANCE - SECOND SCHEDULE

6

(h) payment shall be made in New Zealand currency; and

(i) headings shall be ignored.

2 Purpose

The purpose of this Encumbrance is to secure the Covenant of the Encumbrancer in favour of the Encumbrancee as set out in the Third Schedule.

3 Term

3.1 The obligations and rights set out in this Encumbrance must be complied with and may be exercised for the period of 300 years commencing on the date of vesting of the Urupa Site in the Encumbrancer under the Deed of Settlement.

3.2 Upon the expiry of the term referred to in clause 3.1, the Encumbrancer shall be entitled to a registrable discharge of this Encumbrance, which shall be executed by the Encumbrancee at the Encumbrancer's expense within 30 Business Days of the expiry of the term.

4 Obligations of the Encumbrancer

4.1 Throughout the term of this Encumbrance, the Encumbrancer shall observe all the terms and conditions of this Encumbrance.

4.2 The Encumbrancer must as soon as practicable, at the cost of the Encumbrancer, obtain in writing any requisite mortgagee's approval to the Encumbrance and register this Encumbrance against the title to the Land.

5 Further Assurances

Each party shall do all acts and things reasonably necessary and appropriate to give full effect and force to the purpose of this Encumbrance, including:

(a) executing all documents, instruments, transfers, deeds or writing;

(b) obtaining mortgagee, debentureholder and any other chargeholder consent; and

(c) obtaining local authority and any other statutory body approvals.

6 Implied Relationship

Nothing contained in this Encumbrance shall constitute, or be deemed or construed as constituting any party a partner, agent or representative of the other party or deemed to create any trust, commercial partnership or joint venture.

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

MEMORANDUM OF ENCUMBRANCE - SECOND SCHEDULE

7

7 Severability

If at any time any provision of this Encumbrance is or becomes invalid, illegal or unenforceable in any respect whatsoever, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired and in any event the parties shall enter into an appropriate substitute registrable instrument to give full and proper effect to the agreements and understandings in this Encumbrance.

8 Notices

8.1 All notices or other communications required to be given under this Encumbrance must be in writing, addressed to the recipient at the postal address or facsimile number set out in the Fourth Schedule (or to such other postal address or facsimile number as a party may notify to the other party by like notice). Notices must be sent to the recipient by hand, courier, prepaid fast post or facsimile and be signed by a person duly authorised by the sender.

8.2 Without limiting any other means by which a party may be able to prove that a notice has been received by another party, a notice will be deemed to have been duly received:

- (a) *Personal delivery or by courier:* if sent by hand, when left at the recipient's address;
- (b) *Pre-paid post:* if sent by pre-paid fastpost, three Business Days after the date of posting;
- (c) *Facsimile:* if sent by facsimile, on receipt by the sender of an acknowledgement or transmission report generated by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the recipient's facsimile number,

except that if a notice is served by hand or is received by facsimile on a day which is not a Business Day, or after 5.00pm on any Business Day, that notice will be deemed to have been duly received by the recipient at 9.00am on the first Business Day after that day.

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

MEMORANDUM OF ENCUMBRANCE - SECOND SCHEDULE

8

SECOND SCHEDULE – ENCUMBRANCER’S LAND

The land legally described as [] hectares more or less [] and being all of
that land contained in computer freehold register [].

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

MEMORANDUM OF ENCUMBRANCE - THIRD SCHEDULE

9

THIRD SCHEDULE - COVENANT

- 1.1 The Encumbrancer shall ensure the Urupa Site is used, now and in the future, only and exclusively as and for an urupa (burial ground), and for uses necessarily incidental thereto, in each case under and in accordance with the relevant tikanga (customary practice);
- 1.2 The Encumbrancer exclusively supports, approves and agrees to (and shall exclusively support, approve and agree to) the occupation and use, now and in the future, of the Land for Renewable Energy Purposes;
- 1.3 Without limiting 1.2, the Encumbrancer shall, now and in the future:
- (a) promptly give, sign and deliver any Consent required by any Authority, or by the Encumbrancee, in respect of the occupation and use of the Land for Renewable Energy Purposes;
 - (b) be represented at, and support and assist the Encumbrancee at, any Hearing in connection with such occupation and use of the Land for Renewable Energy Purposes if, but only if, the Encumbrancee so requests and then at the Encumbrancee's reasonable cost;
 - (c) otherwise, exclusively co-operate with, support and assist the Encumbrancee in applying for, obtaining and maintaining any Consents necessary or requisite for the occupation and use of the Land for Renewable Energy Purposes if, but only if, the Encumbrancee so requests and then at the Encumbrancee's reasonable cost.
- 1.4 The Encumbrancer shall ensure that everything and anything it does, allows, or suffers on, or in connection with, the Urupa Site or the occupation and use of the Land is consistent with, and gives effect to, its obligations under this Encumbrance.
- 1.5 To avoid doubt, nothing in this Encumbrance or in the definition of Renewable Energy Purposes implies, or shall be taken to imply:
- (a) that the Land may only be occupied and used for Renewable Energy Purposes; or
 - (b) that all, or any, of the Land must be occupied and used, at any time or from time to time, for such purposes; or

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

MEMORANDUM OF ENCUMBRANCE - THIRD SCHEDULE

10

- (c) that any or all of any occupation, use, business or activity of or on the Land must be undertaken directly, indirectly or otherwise by the Encumbrancee.

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

MEMORANDUM OF ENCUMBRANCE - FOURTH SCHEDULE

11

FOURTH SCHEDULE – ADDRESSES FOR NOTICE

The Encumbrancer

Description:

Address:

Attention:

Fax:

The Encumbrancer

Description: MEL (West Wind) Limited

Address: PO Box 10 840, Wellington

Attention: Wind Manager

Fax: 04 381 1201

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**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

DRAFT

Approved by Registrar-General 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

WELLINGTON



BARCODE

Grantor

Surname(s) must be underlined or in CAPITALS.

[Legal description of Trustees of the xxx Trust]

Grantee

Surname(s) must be underlined or in CAPITALS.

Mel (West Wind) Limited

Grant of easement or profit à prendre or creation of 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 2008

Attestation

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
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.

[Signature box]

[So kōwhiri for] the Grantee

**If the consent of any person is required for the grant, the specified consent form must be used.*

REF: 7303 - AUCKLAND DISTRICT LAW SOCIETY

03/03/08

[Handwritten signature]

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

DRAFT

Approved by Registrar-General of Land under No. 2007/6225
Annexure Schedule 1



Easement instrument Dated Page of pages

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	A on SO407043	Section 1 SO407043	[] [formerly WN37A/957]

Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.

Easements 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] [negated] [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

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Approved by the Registrar-General of Land under number 2003/5041

Annexure Schedule

Insert type of instrument

Easement instrument Dated _____ Page 1 of 2 Pages

Continue in additional Annexure Schedule, if required.

Continuation of "Easement or profits a prendre rights and powers (including terms, covenants and conditions)"

1.1 Interpretation

In this Easement Instrument unless the context requires otherwise:

Appropriate Standard means a driveway:

- (a) consisting of an all-weather carriageway in good repair suitable for two-wheel drive vehicles the length of the Right of Way Land, of at least 3.5 metres in width, and including a turning circle at the southern end of the Right of Way Land;
- (b) which is metalled to a consistent standard and, if and as required by the relevant authority/ies, sealed at the entrance to any public road;
- (c) where the entrance to any public road meets and complies with any relevant requirements of the authority/ies but, in any case, is safe for users of both the driveway and the public road;
- (d) which, to the extent reasonably practicable, allows no material or substances to escape onto any public road; and
- (e) where all driveway surface water is drained and discharged in such ways and by such means as not to flow into, or be discharged into, any watercourse adjacent to the outside edge of the Right of Way Land or to cause or result in any scour or erosion on or of adjoining land.

Right of Way Land means the land identified as [] in Schedule A of this Easement Instrument;

Schedule 5 means Schedule 5 of the Property Law Act 2007.

1.2 Statutory rights and powers Implied

Unless expressly provided below, the rights and powers implied in the right of way easement shall be those prescribed by Schedule 5.

1.3 Additional rights and powers

The following rights and powers shall apply to this Easement Instrument:

- (a) the Grantee shall not, under any circumstances, be obliged to make any contribution to the cost of the establishment of the driveway on the Right of Way Land whether under clause 2(d) of Schedule 5 or otherwise;

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

14.8.08 - ROW case notes

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Approved by the Registrar-General of Land under number 2003/5041

Annexure Schedule

Insert type of Instrument

Easement instrument | Dated | | Page 2 | of 2 | Pages

Continue in additional Annexure Schedule, if required.

- (b) if and whenever any other contribution by the Grantee is to be calculated under clause 2(d) of Schedule 5 the contribution shall be no more than required to maintain, keep up and repair the driveway to an Appropriate Standard, and shall reflect the Grantee's actual use of the driveway;
- (c) the Grantor shall maintain, keep up and repair the driveway to no less than an Appropriate Standard, and, in that regard, shall pay, as and when due, all costs of the kind referred to in clause 2(d) of Schedule 5 in respect of the driveway which are not payable by the Grantee under (b) above;
- (d) the Grantee shall at all times have full and free access over and along the driveway via all gates of the Grantor; and
- (e) the Grantee shall at all times be entitled to move any animal over the Right of Way Land, whether on foot or otherwise.

1.4 Fencing

The Grantor shall at its own cost maintain, keep up and repair all fences and gates located on the boundary of the Servient Tenement to a minimum of standard stock-proof fencing (eight high-tensile steel wires, posts and battens) and standard rural stock-proof gates, and the Grantee shall not be liable to pay for or contribute to the cost of erecting or maintaining any fence or gate between the Servient Tenement and any contiguous land of the Grantee. This clause applies to all boundary fences and gates existing at the date of this Easement Instrument, any fence or gate in substitution thereof, and any fence or gate erected after the date of this Easement Instrument.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Deed of Covenants

PARTIES:

Meridian Energy Limited

MEL (West Wind) Limited

The Sovereign in Right of New Zealand

The trustees of the Port Nicholson Block Settlement Trust



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

This Deed of Covenants dated [2008] is made between:

1. Meridian Energy Limited (*Meridian*);
2. MEL (West Wind) Limited (*MEL West Wind*);
3. The Sovereign in Right of New Zealand (*Crown*); and
4. The trustees of the Port Nicholson Block Settlement Trust (*Trustees*).

BACKGROUND

- A. Under and by virtue of the Settlement Act, but subject to its terms, the urupa site is to be vested in the Trustees and set aside as a Maori reservation.
- B. Meridian, MEL West Wind, the Crown and the Trustees have reached agreements concerning, among other things:
 - (i) the construction, completion, and commissioning of the roadway and of the new fences;
 - (ii) the protection of the covenanted land; and
 - (iii) matters concerning the rural location of the urupa site and the use of the adjoining land.
- C. Meridian, MEL West Wind, the Crown and the Trustees enter into this Deed of Covenants to record their agreements.

OPERATIVE PART

L. Site Works

- 1.1 The Crown shall organise, monitor, manage, construct, complete and commission the site works:
 - (a) in the case of the roadway:



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

- (i) to and in accordance with the specifications in Schedule 1, Part A and otherwise as required by law and this Deed of Covenants; and
 - (ii) on the right-of-way easement shown on the plan in Schedule 2 (*right of way*);
 - (b) in the case of the new fences:
 - (i) to and in accordance with the specifications in Schedule 1, Part B and otherwise as required by law and this Deed of Covenants; and
 - (ii) in the positions described in Schedule 1, Part B and shown on the plan in Schedule 2;
 - (c) in a good and workman-like manner and using plant, equipment, methods, and materials appropriate for the purpose; and
 - (d) so that the site works are complete in all respects by the date which is the earlier of 1 year following the date the urupa site is vested in the Trustees and the day prior to that on which the urupa site is first used as an urupa.
- 1.2 The Crown shall bear and pay all the costs and expenses for and in connection with the site works in full and as and when due. Nothing in this clause shall limit an arrangement or agreement between the Crown and the Trustees in connection with such costs and expenses.
- 1.3 During the construction period, the Crown shall ensure that:
- (a) no construction, site works or associated activities of any kind (*activities*) occur on the covenanted land;
 - (b) no such activities occur on any other part of the adjoining land except with, and subject to any conditions of, Meridian's and MEL West Wind's prior written consents; and



4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

- (c) no water, excavation materials, fill or other substances of any kind flow, fall or are placed into the stream.

1.4 The Crown acknowledges that the urupa site and the adjoining land are currently used for farming purposes. Before commencing the site works, the Crown shall:

- (a) consult with and cooperate with Meridian, MEL West Wind, and the farmer, in respect of the planning, commencement, construction, completion and commissioning of the site works with the intent that the site works shall cause as little disturbance to MEL West Wind and the farmer as can reasonably be achieved; and
- (b) provide, install, and (when the site works are completed and commissioned) remove, temporary fences in positions agreed with MEL West Wind and the farmer for safety and for stock work, control and containment during the construction period.

2. Reimbursement of Costs and Expenses

2.1 The Crown and the Trustees each acknowledge that Meridian and MEL West Wind have incurred, prior to 19 August 2008, material costs and expenses in connection with the proposed vesting of the urupa site in the Trustees, and associated matters.

2.2 Irrespective of whether the urupa site is vested in the Trustees, the Crown undertakes to pay Meridian and MEL West Wind all reasonable such costs and expenses promptly after receiving an invoice or invoices for them. To avoid doubt, those costs and expenses include those of Meridian's and MEL West Wind's valuers, engineers, surveyors, accountants, tax advisers, and lawyers, GST and all out-of-pocket payments, each on a full recovery basis.

3. Covenants by the Trustees – Maintenance and Repair

3.1 The Trustees shall ensure that:



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

- (a) the roadway always meets and complies with the specifications in Schedule 1, Part A and is fit for purpose as an access to the urupa and as an agricultural road and farm access;
 - (b) the fences always meet and comply with the specifications in Schedule 1, Part B; and
 - (c) any repairs to the roadway and/or the fences are undertaken promptly as and when required by law or any legal requirement (including a contract or covenant), and in a good and workmanlike manner.
- 3.2 The Trustees shall apply for, obtain, maintain during the construction period, and comply with all consents required for or in connection with repair works.
- 3.3 Before undertaking repair works the Trustees shall:
- (a) consult with and cooperate with Meridian, MEL West Wind and the farmer in connection with the planning, commencement, construction, completion and commissioning of repair works with the intent that the repair works shall cause as little disturbance to MEL West Wind and the farmer as can reasonably be achieved; and
 - (b) if required or agreed, provide, install, and (upon completion of the repair works) remove, temporary fences in positions agreed with the farmer for safety and for stock work, control and containment during the construction period.
- 3.4 The Trustees shall ensure that:
- (a) no repair works or associated activities (*activities*) occur on the covenanted land;



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

- (b) no such activities occur on any other part of the adjoining land except with, and subject to any conditions of, Meridian's and MEL West Wind's prior written consents; and
- (c) no water, excavation materials, fill or other substances of any kind flow, fall or are placed into the stream.

4. Covenants by the Trustees – Occupation and Use

- 4.1 The Trustees shall ensure that any water required on the urupa site for any purpose is brought onto, or collected and stored on, the urupa site and is not taken from the stream.
- 4.2 The Trustees undertake to Meridian, MEL West Wind and the farmer that, prior to the completion of the site works, the farmer may use (and Meridian and MEL West Wind may allow the farmer to use) the urupa site for farming purposes free of charge. This clause is subject to any arrangement or agreement made between the Crown and the farmer under, and for the purposes of, clause 1.4.
- 4.3 The Trustees undertake to Meridian, MEL West Wind and the farmer that none of them, jointly or singularly, shall be responsible or liable to the Trustees or to anyone claiming through the Trustees:
 - (a) for the presence of, or for the activities of, or in respect of the control of, feral or wild animals or pests in, on or near the urupa or the urupa site; or
 - (b) for or in respect of any wildfire, including as a result of the escape of a permitted fire, which may damage or affect the urupa or the urupa site.
- 4.4 The Trustees undertake to Meridian, MEL West Wind and the farmer that if, at any time, the fences are in disrepair:
 - (a) none of them, jointly or singularly, shall be liable to the Trustees or to anyone claiming through the Trustees for damage caused by



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

stock to, on or near the urupa or the urupa site, for failing to control stock, or for nuisance, trespass or conversion as a result of stock entering or being moved from the urupa site; and

- (b) after giving reasonable notice to the Trustees, any one or more of them may (but shall not be obliged to) repair the fences (or any part of them) and recover (and the Trustees shall pay) the whole cost and expense of doing so from the Trustees on demand.

5. Miscellaneous

- 5.1 The undertakings given by the Crown in clause 1 shall apply from and after the vesting of the urupa site in the Trustees pursuant to the Settlement Act.
- 5.2 The undertakings given by the Trustees in clauses 3 and 4 shall apply from and after the vesting of the urupa site in the Trustees pursuant to the Settlement Act.
- 5.3 The promises in clauses 1.4, 3.3, 4.2, 4.3 and 4.4 are for the benefit of, and may be enforced by, the farmer.
- 5.4 (a) Each of Meridian and MEL West Wind may at any time assign all or any part of their respective rights and benefits under this Deed of Covenants to:
- (i) any related company within the meaning ascribed by the Companies Act 1993;
 - (ii) the farmer;
 - (iii) without limiting (ii), the operator or manager of a renewable energy business or activity of any kind, or of an associated business or activity which, in any such case, is conducted in whole or in part on all or any of the adjoining land;
 - (iv) the registered proprietor of all or any of the adjoining land.

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

- (b) The assignor under paragraph (a) above shall promptly notify the Trustees of the assignment. Each such notice shall include the name and address of the assignee.
 - (c) Paragraphs (a) and (b) shall apply when, and as often as, circumstances require.
- 5.5 Except as specified in clause 5.4, Meridian and MEL West Wind shall not assign all or any part of their respective rights and benefits under this Deed of Covenants except with, and subject to any reasonable conditions imposed by the Trustees, which consent shall not be unreasonably withheld or delayed.
- 5.6 The Trustees shall not assign all or any part of their rights and benefits under this Deed of Covenants:
 - (a) except with, and subject to any reasonable conditions imposed by, each of Meridian and MEL West Wind, which consents shall not be unreasonably withheld or delayed; and
 - (b) unless they have first complied with clause 5.7 if, and whenever, that clause applies.
- 5.7 If the Trustees sell, charge, mortgage, lease, or part with possession or occupation of the urupa site (each a *transaction*), the Trustees shall, as a condition precedent to the completion of any such transaction:
 - (a) forthwith notify Meridian and MEL West Wind of the proposed transaction, which notice shall include a description of the nature of the transaction, the date upon which the transaction is proposed to come into effect, and the identity and address of each other party to the transaction;
 - (b) ensure and procure that each other party enters into a deed of covenant with Meridian and MEL West Wind, which deed of covenant shall:



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

- (i) include an undertaking by the other party to observe, perform and comply with the Trustees' obligations under this Deed of Covenants;
- (ii) include an undertaking by the other party to the same effect as that in clause 5.8, adjusted only as necessary as to apply to any subsequent transaction;
- (iii) include an undertaking by the other party to ensure and procure that, on any subsequent transaction, the subsequent new party also enters into deed of covenant with Meridian and MEL West Wind on like terms to those described in this clause 5.6, including this paragraph (iii); and
- (iv) be, in every respect, in form and substance reasonably acceptable to Meridian and MEL West Wind.

5.8 The Trustees shall pay, on demand, all of Meridian's and MEL West Wind's costs and expenses in connection with the notice referred to in clause 5.7(a) and a deed of covenant of the kind referred to in clause 5.7(b) (including legal costs and expenses and taxes on a full recovery basis). To avoid doubt, the Trustees shall pay their own costs and expenses in connection therewith. Nothing in this clause limits any arrangement or agreement between the Trustees and an other party.

5.9 Notices under this Deed of Covenants shall be given in writing and may be delivered by hand, by mail or by facsimile to the addresses specified below.

(a) *Meridian and MEL West Wind:*

C/- General Counsel
Meridian Energy Ltd
Wellington Office
33 Customhouse Quay
PO Box 10-840
Wellington



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Telephone: 04 381 1200

Facsimile: 04 381 1201

(b) *The Crown:*

(c) *The Trustees:*

or to such other address as may be specified by notice given for the purposes of this clause.

5.10 Except as otherwise provided by law, a notice shall be deemed given:

(a) in the case of hand delivery, upon written acknowledgement of receipt by an officer or other fully authorised employee, agent or representative of the receiving party,

(b) in the case of posting, three days after despatch;

(c) in the case of facsimile, upon receipt of transmission if received on a business day or otherwise at the commencement of the first business day following transmission.

5.11 This Deed of Covenants is governed by, and shall be construed in accordance with, New Zealand law.

6. Interpretation

6.1 In this Deed of Covenants, wherever the context permits:

adjoining land means the whole or any part of the land comprised in WN37A/957 as at the date of this Deed of Covenants, apart from the urupa site, irrespective of whether all or any of such land continues to be held in that title.

construction period means, in respect of site works or of repair works, the period during which those works are undertaken.

covenanted land means the land, comprising 6.2 hectares (a little more or less) and adjoining the urupa site, known as Johnny's Bush which is, or is to

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

be, the subject of a conservation covenant registered under section 77 of the Reserves Act 1977. The boundary of the covenanted land, and the covenanted land, is shown, marked 'A', in the photodiagram in Schedule 3.

consents includes any consent, approval, permission, authorisation, certificate or licence required to be obtained, maintained or complied with in connection with any entry, taking, transaction, use or activity whether from an authority having relevant jurisdiction, by law or by virtue of a legal requirement (including a contract or covenant), and includes a reference to any condition or requirement of a consent.

farmer means, at any time and from time to time, a person entitled to occupy or use the adjoining land.

fences means, at any time and from time to time, the boundary fences enclosing (or which ought to enclose) the urupa site, and includes a reference to gates of the kind, and in the locations, described in Schedule 1, Part B.

new fences means the fences to be constructed as part of the site works.

repair works means all construction and other works relating to the renewal, maintenance or repair of the roadway or fences.

right of way has the meaning ascribed in clause 1.1(a)(ii).

roadway means the roadway to be constructed on the right of way as part of the site works.

Settlement Act means the Port Nicholson Block (Taranaki Whanui ki Te Upoko o Te Ika) Claims Settlement Act 2008.

site works means the construction and other works described and referred to in clauses 1.1, 1.2 and 1.4 to 1.6 inclusive.

stream means the stream or waterway on the adjoining land adjacent to the right of way which flows to Makara Stream.



4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

urupa site has the meaning ascribed in Schedule 2, Part 2 to the Settlement Act.

6.2 In construing this Deed of Covenants:

- (a) the singular includes the plural and *vice versa*;
- (b) references to *including* and other similar words are not to be treated as words of limitation;
- (c) clause headings are for ease of reference only and are not relevant to interpretation;
- (d) words importing a gender include each other gender;
- (e) a reference to a person includes a reference to a body corporate, an unincorporated association, a firm, a partnership, a statutory body, the Crown and an instrument or agency of the Crown;
- (f) references to clauses and schedules are references to clauses of, and schedules to, this Deed of Covenants;
- (g) when a word or phrase is given a particular meaning other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (h) a reference to a statute includes a reference to regulations, orders or notices made under that statute and to all amendments to, or substitutions for, such statute;
- (i) an obligation not to do anything shall include an obligation not to suffer, permit, or cause the thing to be done;
- (j) the provisions of this Deed of Covenants bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity.

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

EXECUTION

MERIDIAN ENERGY LIMITED

By:

MEL (WEST WIND) LIMITED

By

THE SOVEREIGN IN RIGHT OF NEW ZEALAND

THE TRUSTEES OF THE PORT NICHOLSON BLOCK SETTLEMENT TRUST

A handwritten signature in black ink, appearing to be a stylized 'A' or 'B' followed by a flourish.

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Schedule 1

Part A

Roadway

The roadway shall be an all-weather two-wheel drive carriageway the length of the right of way, of at least 3.5 metres in width and shall include a turning circle at the southern end of the right of way.

The roadway shall be metalled appropriately and, if and as required by the relevant authority/ies, shall be sealed at the Makara Road end.

The entrance of the roadway to Makara Road shall meet and comply with any relevant requirements of the relevant authority/ies but, anyway, shall be safe for users of both the right of way and of Makara Road.

All surface water shall be drained and discharged from the right of way in such ways and by such means as not to flow into, or be discharged into, the stream.

Part B

Fences and gates

The new fences, when taken together with existing fences, shall completely enclose the urupa site. If, and to the extent, the existing fences are in disrepair when the site works are undertaken those fences shall be repaired (to the specification set out below) as part of those works.

The new fences shall be:

- (a) standard stock-proof fencing (eight high-tensile steel wires, posts and battens):
- to the southern boundary (from existing fence line above Makara Road, in the east, to the northwestern corner of the urupa site); and
 - to the western and northern boundaries (from that corner to the entrance at Makara Road); and
- (b) standard stock-proof rural gates:
- at the entrance on Makara Road, opening inwards;
 - on the southern boundary, at the top of the right of way, opening outwards;
 - on the western boundary (adjacent to that gate) off the right of way, opening outwards.

Any repairs to the fences shall be to the same specifications.

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

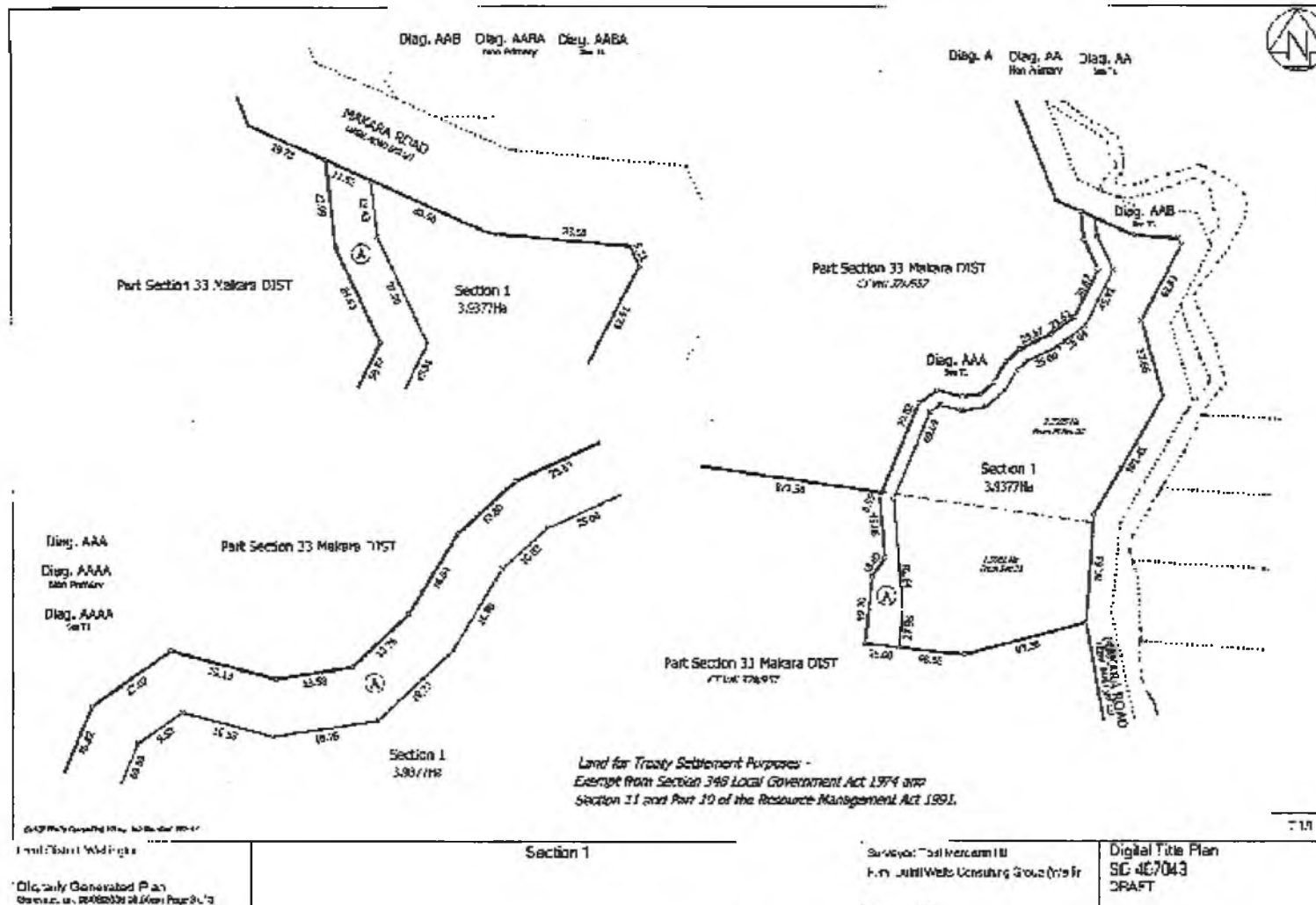
4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Schedule 2



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES



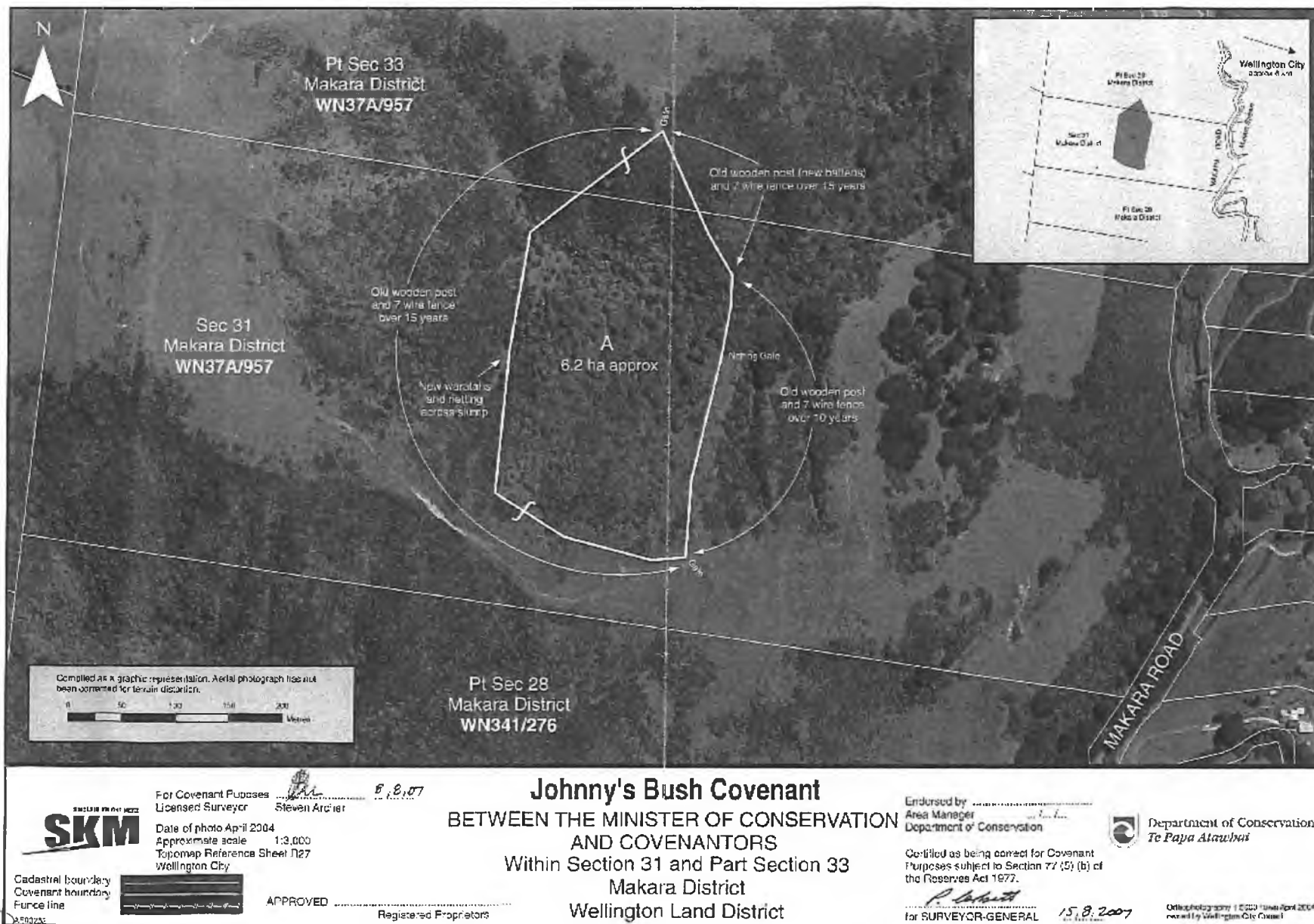
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**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Schedule 3

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES



PARANGARAHU LAKES CONSERVATION COVENANT

(Section 27 Conservation Act 1987

and

Section 77 Reserves Act 1977)

THIS DEED of COVENANT is made this day of

BETWEEN [GOVERNANCE ENTITY] (the Owner)

AND MINISTER OF CONSERVATION (THE MINISTER)

BACKGROUND

- A. Section 27 of the Conservation Act 1987 provides that a covenant for conservation purposes may be granted or reserved over any land in favour of the Minister; and 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 Taranaki Whānui ki Te Upoko o Te Ika Claims Settlement 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 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.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

1 INTERPRETATION

1.1 In this covenant unless the context otherwise requires:

- “Conservation Purposes”** means the preservation and protection of natural 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 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.
- “Recreation Reserve”** means the land owned and managed by Greater Wellington Regional Council as part of the East Harbour Regional Park.
- “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.
- “Scientific Reserve”** means that part of Lake Kohangatera and that part of Lake Kohangapiripiri comprising the space occupied by the water and the space occupied by the air above that water.
- “Taranaki Whanui”** means Taranaki Whānui ki Te Upoko o Te Ika

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

- “Taranaki Whānui tikanga” includes Conservation Values
- “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 forever.
- 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 Reserve 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.
- 2.1.4 to provide for enhance, and protect Taranaki Whānui’s ancient relationship with the Land to ensure the Land is held and appreciated in accordance with Taranaki Whānui tikanga

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

3 IMPLEMENTATION OF OBJECTIVES

- 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.
- 3.2 The Owner shall take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, and in accordance with Taranaki Whānui tikanga 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;

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

- 3.2.3 wherever possible 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 wherever possible replant any areas of soil erosion within the land with indigenous vegetation using, as far as possible, genetically local sourced indigenous material in accordance with Taranaki Whānui tikanga;
 - 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 and Taranaki Whānui tikanga, permit the public to enter upon the Land. Public access shall primarily be for recreational and educational purposes, however access may also be provided for scientific study or research. Notwithstanding the provisions of this clause the Owner may temporarily restrict public access to part of the Land in order to protect wāhi tapu or in the event of Rahui.

5 THE MINISTER'S OBLIGATIONS 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.
- 5.2 The Minister may 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 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

6 MANAGEMENT OF THE LAND

- 6.1 The Owner, in managing the Land, must have regard to any reserve management plan approved for the Recreation Reserve or the Scientific Reserve.
- 6.2 The Owner may appoint or otherwise agree for the Greater Wellington Regional Council to manage the Land, subject to the conditions of this covenant.
- 6.3 The Minister may prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

7 JOINT OBLIGATIONS

- 7.1 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.

8 DURATION OF COVENANT

- 8.1 This Covenant binds the parties forever to the rights and obligations contained in it.

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;

- 10.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

10.3 Reserves Act

- 10.3.1 In accordance with section 77(3) of the Reserves Act 1977 but subject to the terms and conditions set out in this Covenant, sections 93 to 105 of the Reserves Act 1977, as far as they are applicable and with the necessary modifications, apply to the Land as if the Land were a reserve.

10.4 Titles

- 10.4.1 This Covenant must be signed by both parties and registered against the Certificate of Title to the Land.

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

10.5 **Acceptance of Covenant**

10.5.1 The parties agree to be bound by the provisions of the Covenant including during the period prior to the Covenant's registration.

10.6 **Fire**

10.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority (as defined in the Forest and Rural Fires Act 1977) and the Minister in the event of wildfire upon or threatening the Land;

10.6.2 If the Minister is not the appropriate Fire Authority for the Land, the Minister will render assistance to the Fire Authority in suppressing the fire if:

10.6.2.1 requested to do so; or

10.6.2.2 if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977;

10.6.3 This assistance will be at no cost to the Owner unless the Owner is responsible for the wild fire through wilful action or negligence (which includes the case where the wild fire is caused by the escape of a permitted fire due to non adherence to the conditions of the permit).

11 **DEFAULT**

11.1 Where either the Owner or the Minister breaches any of the terms and conditions contained in this Covenant the other party:

11.1.1 may take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and

11.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.

11.2 Should either the Owner or the Minister become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:

11.2.1 advise the defaulting party of the default;

11.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and

11.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

12 DISPUTE RESOLUTION PROCESSES

12.1 If any dispute arises between the Owner and the Minister in connection with this Covenant, the parties must, without prejudice to any other rights they may have under this Covenant, attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the parties.

12.2 Mediation

12.2.1 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;

12.2.2 If the parties do not agree on a mediator, the President of the New Zealand Law Society is to appoint the mediator.

12.3 Failure of Mediation

12.3.1 In the event that the matter is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply.

12.3.2 Notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President for the time being of the New Zealand Law Society.

12.3.3 The parties further agree that the results of arbitration are to be binding upon the parties.

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.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

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.

Executed as a Deed

Signed by _____ as)
Owner in the presence of :)

Witness: _____

Address : _____

Occupation: _____

Signed by _____ and)
acting under a written delegation from the Minister)
of Conservation and exercising his/her powers under)
section 117 of the Reserves Act 1977 as designated)
Commissioner in the presence of :)

Witness: _____

Address : _____

Occupation: _____

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

SCHEDULE 1

Description of Land:

Wellington Land District

33.0622 hectares, more or less, being Section 2 SO 409042, excluding the space occupied by water and the space occupied by air above the water; and

7.8000 hectares, more or less, being Lot 11 DP 53891; and

8.7900 hectares, more or less, being Lot 9 DP 53891 excluding the space occupied by water and the space occupied by air above the water; and

3.5050 hectares, more or less, being Section 1 SO 406979, excluding the space occupied by water and the space occupied by air above the water; and

3.2500 hectares, more or less, being Lot 10 DP 53891.

Conservation Values of the Land to be protected:

The intrinsic value of natural and historic qualities of an area of remote wetland, and the appreciation and recreational enjoyment that may be derived by the public from the opportunity to visit that area.

The natural resources on the land, with particular regard to the indigenous flora and fauna, which need to be preserved as far as possible in their natural state

The intrinsic value of historic resources on the land, represented by historic and archaeological sites.

Reserve Values of Land to be protected:

The natural environment of the flora and fauna, the natural landscape amenity, wildlife habitat and historic values. The land is a representative sample of the class of natural ecosystem and landscape which in the aggregate originally gave the Tararua Ecological District its own recognisable character. The Pencarrow Lakes have been ranked in the Wetlands of Ecological and Regional Importance (WERI) database of national (Lake Kohangatera) and regional (Lake Kohangapiripiri) significance.

The flora includes 61 lake or lake margin plants that have been recorded. Of these, 15 are endemic and 10 are significant plant species in the following categories. 1) Regionally threatened

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

aquatic plants: *Lepilaena bilocularis* and *Ruppia polycarpa* (horse's mane weed); 2) regionally threatened semi-aquatic plants: *Crassula kirkii*, *Glossostigma diandrum* and *Ranunculus macropus*; 3) locally significant semi-aquatic plants: *Eryngium vesiculosum* (sea holly), *Glossostigma elatinoides*, *Gratiola sexdentata*, *Limosella lineata* (mudwort) and *Scheonoplectus validus* (formerly *Scirpus lacustris*, lake clubrush).

The land provides excellent wetland habitat for a number of waterfowl species. Common breeding species include black swan, mallard with some pukeko. Less common, but nevertheless widespread indigenous waterfowl species, include grey duck and Australasian shoveler. Two rare species of waterfowl are Australian bittern and spotless crane. Non-wetland fauna of significance include California quail, NZ falcon and kaka. A total of nine species of freshwater fishes have been recorded in the two catchments, such as the nationally-threatened giant kokopu.

Other reserve values are the historic, archaeological, cultural, spiritual and educational values associated with the land.



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

SCHEDULE 2

Address for Service

The address for service of the Owner is:
The Port Nicholson Block Settlement Trust
Level 1
TSB Arena (South Park)
3 Queens Wharf
Wellington
P O Box 12164

Wellington

Phone 04 4723872

Fax 04 4723874

The address for service of the Minister is:

The Conservator
Department of Conservation
181 Thorndon Quay
PO Box 5086
WELLINGTON
Phone 04 472 5821
Fax 04 499 0077



4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

SCHEDULE 3

Special Conditions

1. The Owner may authorise members of Taranaki Whānui ki Te Upoko o Te Ika to remove medicinal plant material and traditional food plants and fibres from the land, but in granting such authorisations shall ensure that any impacts on the Conservation Values are minimised.
2. The Owner may undertake minor clearance of vegetation for the purposes of access for pest plant or pest animal control.
3. The Owner, or a member of Taranaki Whānui authorised by the Owner may conduct any cultural or spiritual practice on the Land deemed necessary or of importance to the Owner or Taranaki Whānui and in doing so shall ensure as far as practicable that any impact on the Land or Conservation Values are minimised.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

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

GOVERNANCE ENTITY

to

MINISTER OF CONSERVATION

Legal Services
Department of Conservation



5 LETTERS OF ENGAGEMENT



INITIALED DEED FOR PRESENTATION TO TARANAKI WHĀNUI KI TE UPOKO O TE IKA FOR RATIFICATION PURPOSES
PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5 LETTERS OF ENGAGEMENT

[Letterhead of Minister in Charge of Treaty of Waitangi Negotiations]

Dear []

I am writing to advise Centreport of the impending Treaty settlement with Taranaki Whānui ki Te Upoko o Te Ika and to invite and encourage Centreport to meet with the Port Nicholson Block Settlement Trust to discuss matters of common interest and develop an effective and durable relationship with Taranaki Whānui ki Te Upoko o Te Ika.

In so doing I am hopeful that two organisations which play different but nevertheless crucial roles will forge a productive relationship for the organisations' mutual benefit and for the wider benefit of Wellington and New Zealand.

Taranaki Whānui ki Te Upoko o Te Ika

Taranaki Whānui ki Te Upoko o Ika are descendants of Te Atiawa, Taranaki, Ngāti Ruanui and Ngāti Tama who occupied the area around the shores of Te Whanganui-a-Tara in 1840.

Settlement of historical claims

As you may be aware, on [date] the Crown signed a Deed of Settlement (Deed) with Taranaki Whānui ki Te Upoko o Te Ika for the settlement of all their historical claims under the Treaty of Waitangi.

The Deed is conditional on settlement legislation (due to be introduced into the House of Representatives shortly) which will give effect to some aspects of the settlement.

The Treaty settlement includes properties of cultural significance to Taranaki Whānui ki Te Upoko o Te Ika, including the Harbour Islands and other reserves. It also includes statutory acknowledgements (under which Taranaki Whānui ki Te Upoko o Te Ika must be notified of applications for resource consents) and a deed of recognition.

As part of the commercial component of the settlement, Taranaki Whānui ki Te Upoko o Te Ika will have the option of purchasing a number of strategic Wellington properties, including properties at Shelly Bay and Wellington Railway Station. Taranaki Whānui ki Te Upoko o Te Ika have a right of first refusal, lasting 100 years, over properties in the Wellington City, Petone, Waiwhetu and Wainuiomata areas, if they become surplus.

Post-settlement governance

Taranaki Whānui ki Te Upoko o Te Ika has established the Port Nicholson Block Settlement Trust. The Taranaki Whānui ki Te Upoko o Te Ika claimant community ratified the Port Nicholson Block Settlement Trust as its post-settlement governance entity and the Crown has approved it as a representative, accountable, and transparent entity to receive and manage the settlement redress.



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5 LETTERS OF ENGAGEMENT

Taranaki Whānui ki Te Upoko o Te Ika are on course to becoming an increasingly significant business player in the wider Wellington area, and their post-settlement governance entity is likely to play a prominent role in providing for the social and cultural well-being of its members.

Relationships

During the course of negotiations, the Taranaki Whānui ki Te Upoko o Te Ika negotiators sought the opportunity to develop ongoing relationships with relevant organisations within the Taranaki Whānui ki Te Upoko o Te Ika area of interest, including Centreport. The essence of the request relates to the formation and maintenance of effective and durable working relationships with these organisations post-settlement.

Taranaki Whānui ki Te Upoko o Te Ika have indicated that they wish to interact with Centreport in relation to:

- a. reclamations – historical and future;
- b. developments on the waterfront;
- c. commercial participation in harbour activities;
- d. representation matters; and
- e. customary and cultural rights.

I urge you to agree to enter into a formal relationship with Taranaki Whānui ki Te Upoko o Te Ika. You may also wish to consider whether the memorandum or agreement will be legally binding upon Centreport and Taranaki Whānui ki Te Upoko o Te Ika and take legal advice as appropriate.

It is with this background that I introduce the Port Nicholson Block Settlement Trust as an organisation that will be of increasing strategic significance to Centreport. There would appear to be numerous opportunities for Centreport to recognise and partner with the Port Nicholson Block Settlement Trust, including:

- a. representation at Board level;
- b. protocols;
- c. formal relationship agreements and/or memoranda of understanding; and
- d. joint-ventures.

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

5 LETTERS OF ENGAGEMENT

I sincerely urge Centreport and the Port Nicholson Block Settlement Trust to develop an effective and durable working relationship which allows both parties to identify opportunities for mutual co-operation.

Yours sincerely

Hon Dr Michael Cullen

Minister in Charge of Treaty of Waitangi Negotiations



INITIALLED DEED FOR PRESENTATION TO TARANAKI WHĀNUI KI TE UPOKO O TE IKA FOR RATIFICATION PURPOSES
PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5 LETTERS OF ENGAGEMENT

[Letterhead of Minister in Charge of Treaty of Waitangi Negotiations]

Dear []

I am writing to advise Wellington International Airport Limited of the impending Treaty settlement with Taranaki Whānui ki Te Upoko o Te Ika and to invite and encourage Wellington International Airport Limited to meet with the Port Nicholson Block Settlement Trust to discuss matters of common interest and develop an effective and durable relationship with Taranaki Whānui ki Te Upoko o Te Ika.

In so doing I am hopeful that two organisations which play different but nevertheless crucial roles will forge a productive relationship for the organisations' mutual benefit and for the wider benefit of Wellington and New Zealand.

Taranaki Whānui ki Te Upoko o Te Ika

Taranaki Whānui ki Te Upoko o Ika are descendants of Te Atiawa, Taranaki, Ngāti Ruanui and Ngāti Tama who occupied the area around the shores of Te Whanganui-a-Tara in 1840.

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The Deed is conditional on settlement legislation (due to be introduced into the House of Representatives shortly) which will give effect to some aspects of the settlement.

The Treaty settlement includes properties of cultural significance to Taranaki Whānui ki Te Upoko o Te Ika, including the Harbour Islands and other reserves. It also includes statutory acknowledgements (under which Taranaki Whānui ki Te Upoko o Te Ika must be notified of applications for resource consents) and a deed of recognition.

As part of the commercial component of the settlement, Taranaki Whānui ki Te Upoko o Te Ika will have the option of purchasing a number of strategic Wellington properties, including properties at Shelly Bay and Wellington Railway Station. Taranaki Whānui ki Te Upoko o Te Ika have a right of first refusal, lasting 100 years, over properties in the Wellington City, Petone, Waiwhetu and Wainuiomata areas, if they become surplus.



INITIALLED DEED FOR PRESENTATION TO TARANAKI WHĀNUI KI TE UPOKO O TE IKA FOR RATIFICATION PURPOSES
PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5 LETTERS OF ENGAGEMENT

Post-settlement governance

Taranaki Whānui ki Te Upoko o Te Ika has established the Port Nicholson Block Settlement Trust. The Taranaki Whānui ki Te Upoko o Te Ika claimant community ratified the Port Nicholson Block Settlement Trust as its post-settlement governance entity and the Crown has approved it as a representative, accountable, and transparent entity to receive and manage the settlement redress.

Taranaki Whānui ki Te Upoko o Te Ika are on course to becoming an increasingly significant business player in the wider Wellington area, and their post-settlement governance entity is likely to play a prominent role in providing for the social and cultural well-being of its members.

Relationships

During the course of negotiations, the Taranaki Whānui ki Te Upoko o Te Ika negotiators sought the opportunity to develop ongoing relationships with relevant organisations within the Taranaki Whānui ki Te Upoko o Te Ika area of interest, including Wellington International Airport Limited. The essence of the request relates to the formation and maintenance of effective and durable working relationships with these organisations post-settlement.

Taranaki Whānui ki Te Upoko o Te Ika have indicated that they wish to interact with Wellington International Airport in relation to:

- a. reclamations – historical and future;
- b. commercial participation in airport activities;
- c. representation matters; and
- d. customary and cultural rights.

I urge you to agree to enter into a formal relationship with Taranaki Whānui ki Te Upoko o Te Ika, you may also wish to consider whether the memorandum or agreement will be legally binding upon Wellington International Airport Limited and Taranaki Whānui ki Te Upoko o Te Ika and take legal advice as appropriate.

It is with this background that I introduce the Port Nicholson Block Settlement Trust as an organisation that will be of increasing strategic significance to Wellington International Airport Limited. There would appear to be numerous opportunities for Wellington International Airport Limited to recognise and partner with the Port Nicholson Block Settlement Trust, including:

- a. representation at Board level;
- b. protocols;
- c. formal relationship agreements and/or memoranda of understanding; and
- d. joint-ventures.



INITIALLED DEED FOR PRESENTATION TO TARANAKI WHĀNUI KI TE UPOKO O TE IKA FOR RATIFICATION PURPOSES
**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

5 LETTERS OF ENGAGEMENT

I sincerely urge Wellington International Airport and the Port Nicholson Block Settlement Trust to develop an effective and durable working relationship which allows both parties to identify opportunities for mutual co-operation.

Yours sincerely

Hon Dr Michael Cullen

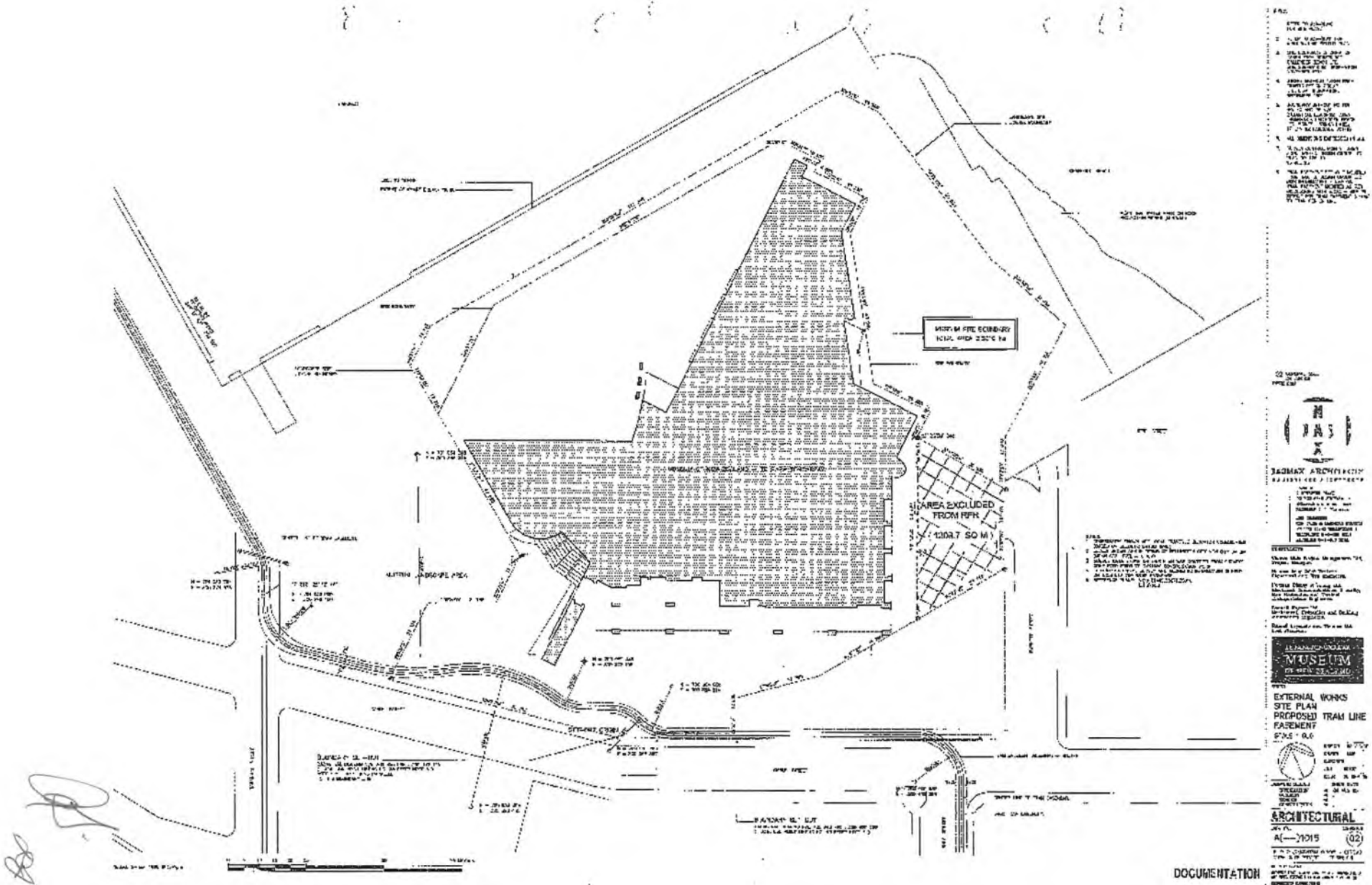
Minister in Charge of Treaty of Waitangi Negotiations



6 ARCHITECTURAL PLAN IN RELATION TO TE PAPA RFR LAND

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: DOCUMENTS SCHEDULE

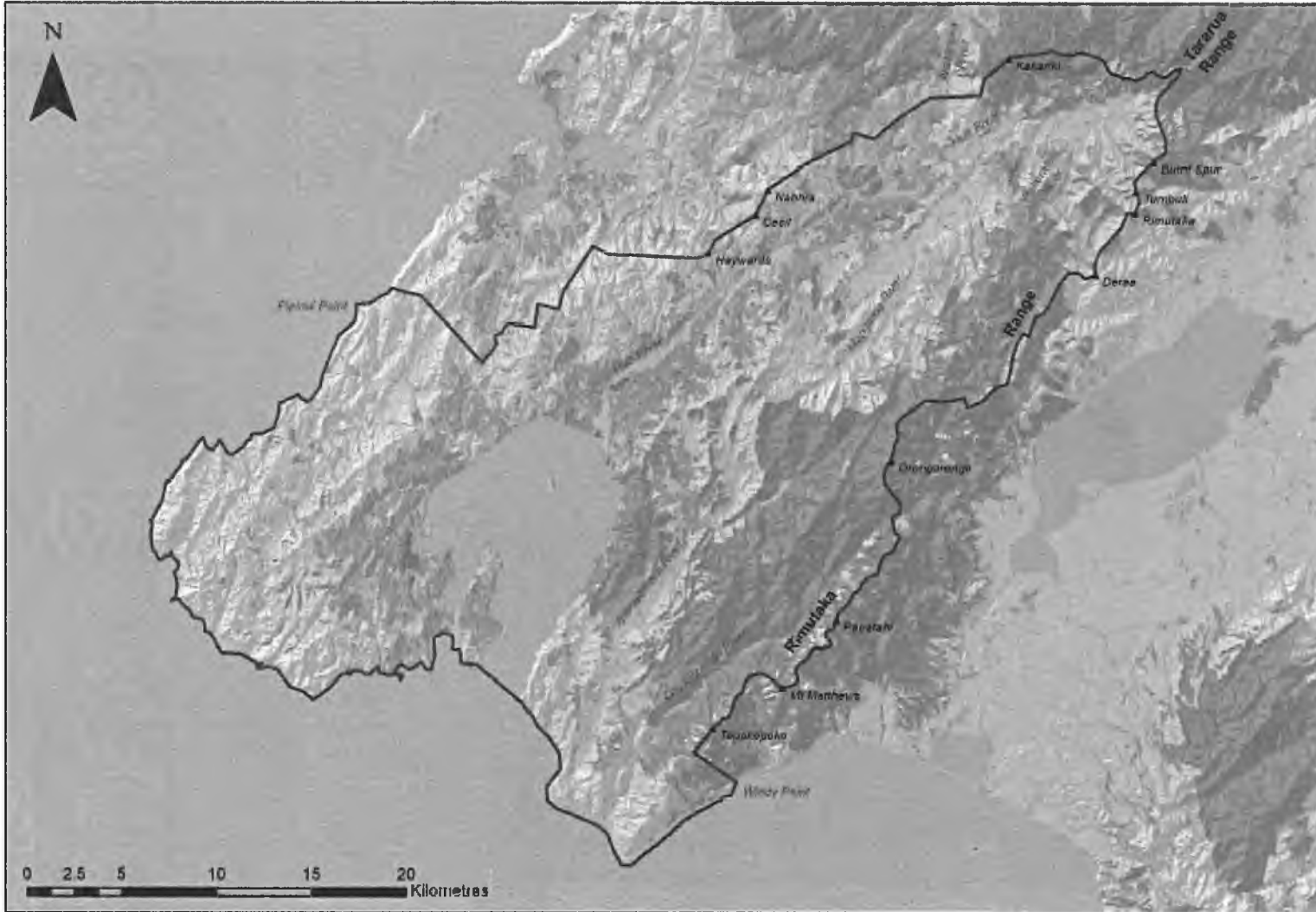
6 ARCHITECTURAL PLAN IN RELATION TO TE PAPA RFR LAND



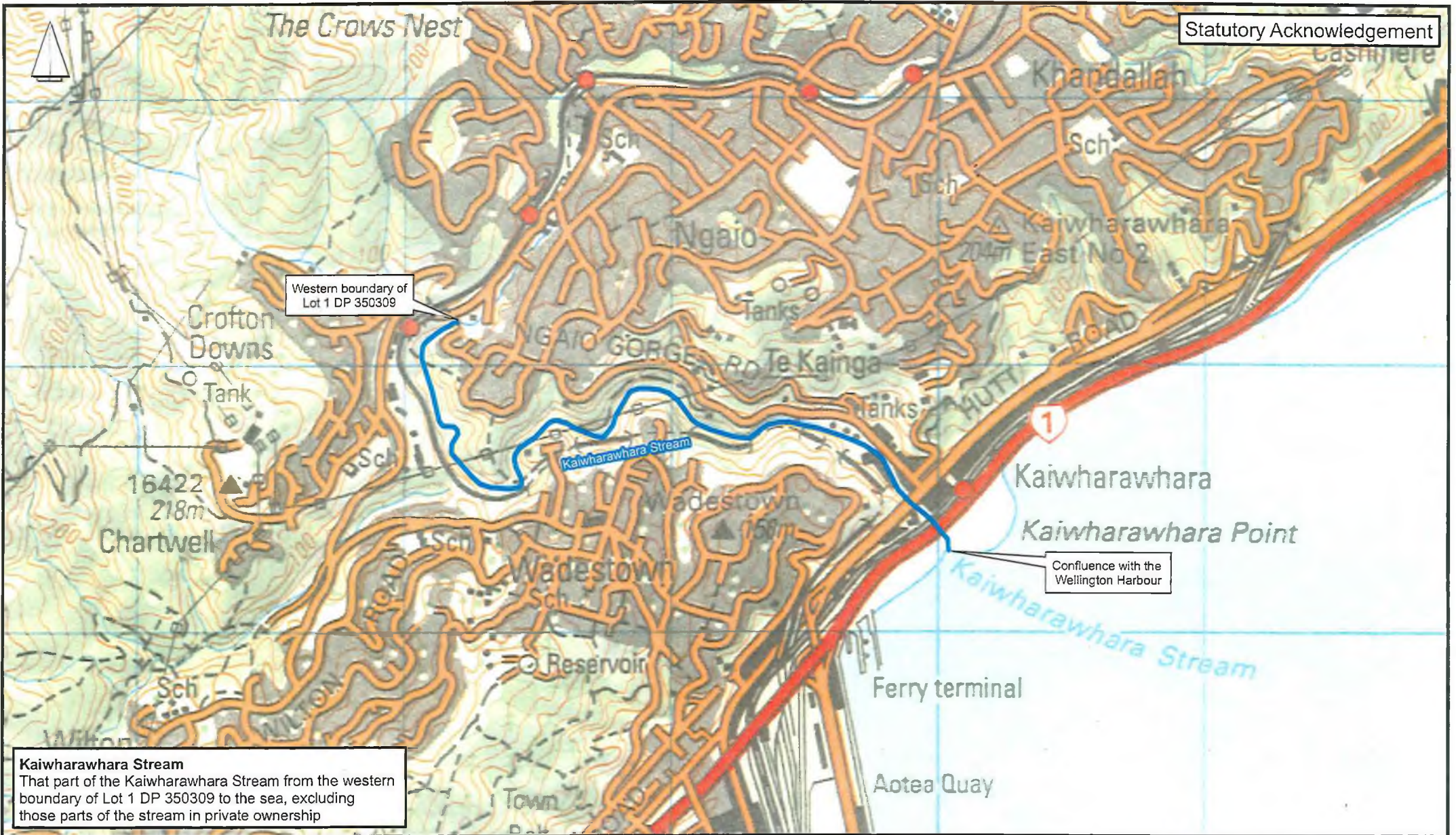
7 AREA OF INTEREST

7 AREA OF INTEREST

ATTACHMENT A
TARANAKI WHĀNUI KI TE UPOKO O TE IKA AREA OF INTEREST



8 SO PLANS



Statutory Acknowledgement

Western boundary of Lot 1 DP 350309

Confluence with the Wellington Harbour

Kaiwharawhara Stream
 That part of the Kaiwharawhara Stream from the western boundary of Lot 1 DP 350309 to the sea, excluding those parts of the stream in private ownership



Wellington Land District
 Boundaries are indicative only
 Grid lines are at 1000 metres



Kaiwharawhara Stream

Areas referred to in the Deed of Settlement between
 Taranaki Whānui ki Te Upoko o Te Ika and the Crown

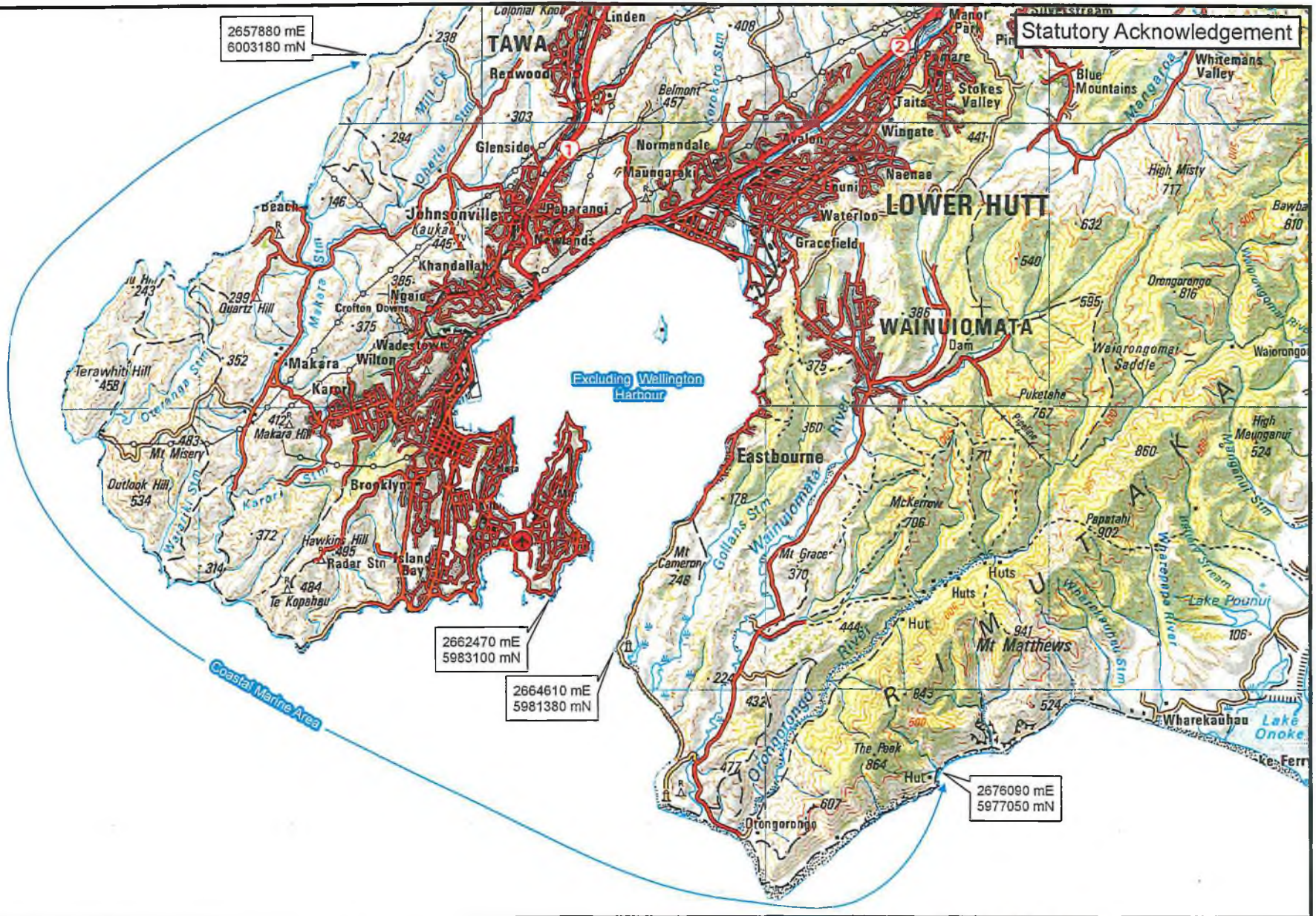
Approved as to boundaries:
[Signature] 19.8.08
 for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika
[Signature] 19.08.2008
 for and on behalf of the Crown

SO 408069



2657880 mE
6003180 mN

Statutory Acknowledgement



2662470 mE
5983100 mN

2664610 mE
5981380 mN

2676090 mE
5977050 mN



Wellington Land District
Boundaries are indicative only
Grid lines are at 1000 metres



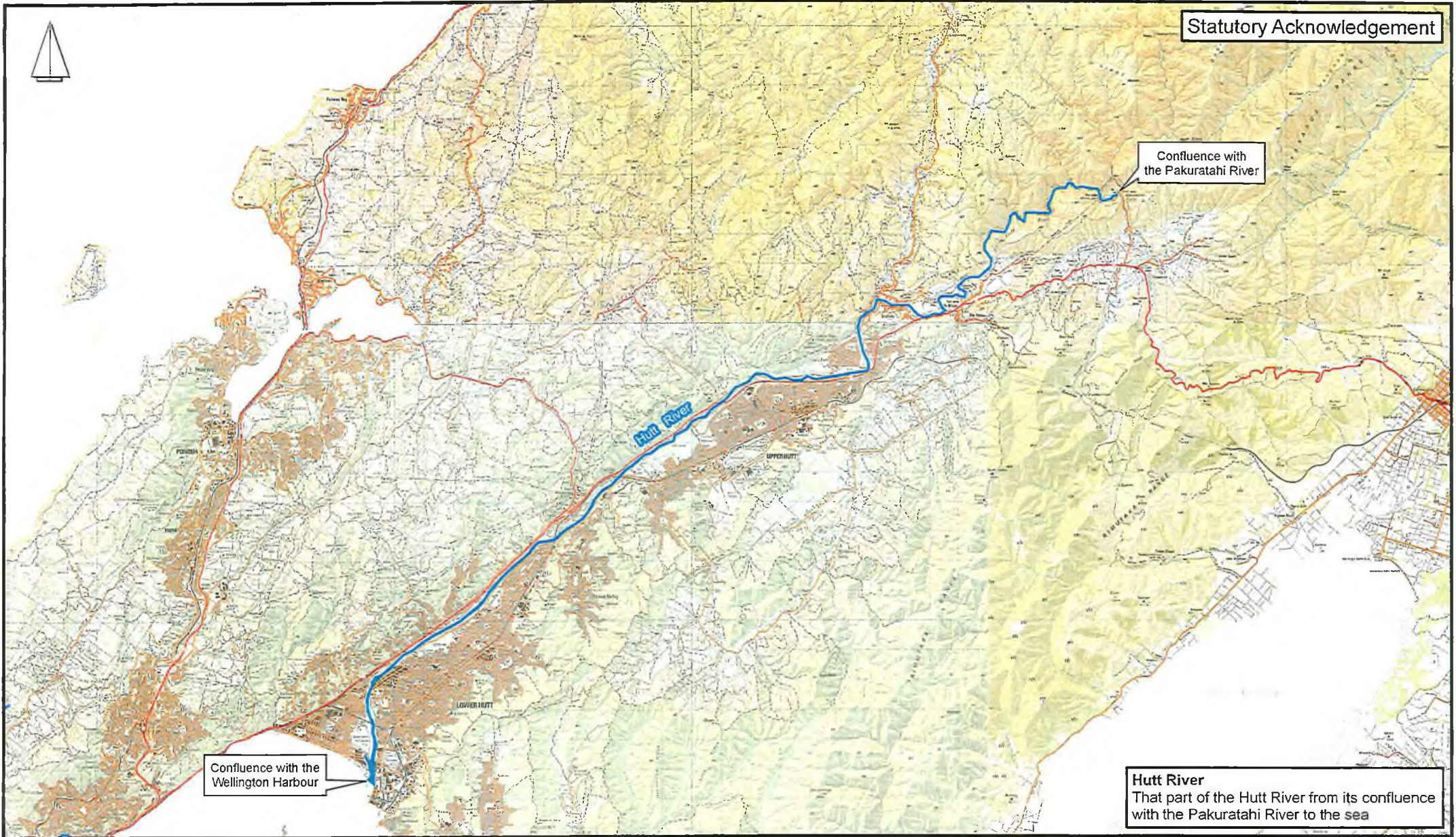
Coastal Marine Area

Areas referred to in the Deed of Settlement between
Taranaki Whānui ki Te Upoko o Te Ika and the Crown

Approved as to boundaries:
[Signature] 19.8.08
for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika
[Signature] 19.08.2008
for and on behalf of the Crown

SO 408070

Statutory Acknowledgement



Hutt River
That part of the Hutt River from its confluence with the Pakuratahi River to the sea

Confluence with the Wellington Harbour



Wellington Land District
Boundaries are indicative only
Grid lines are at 1000 metres

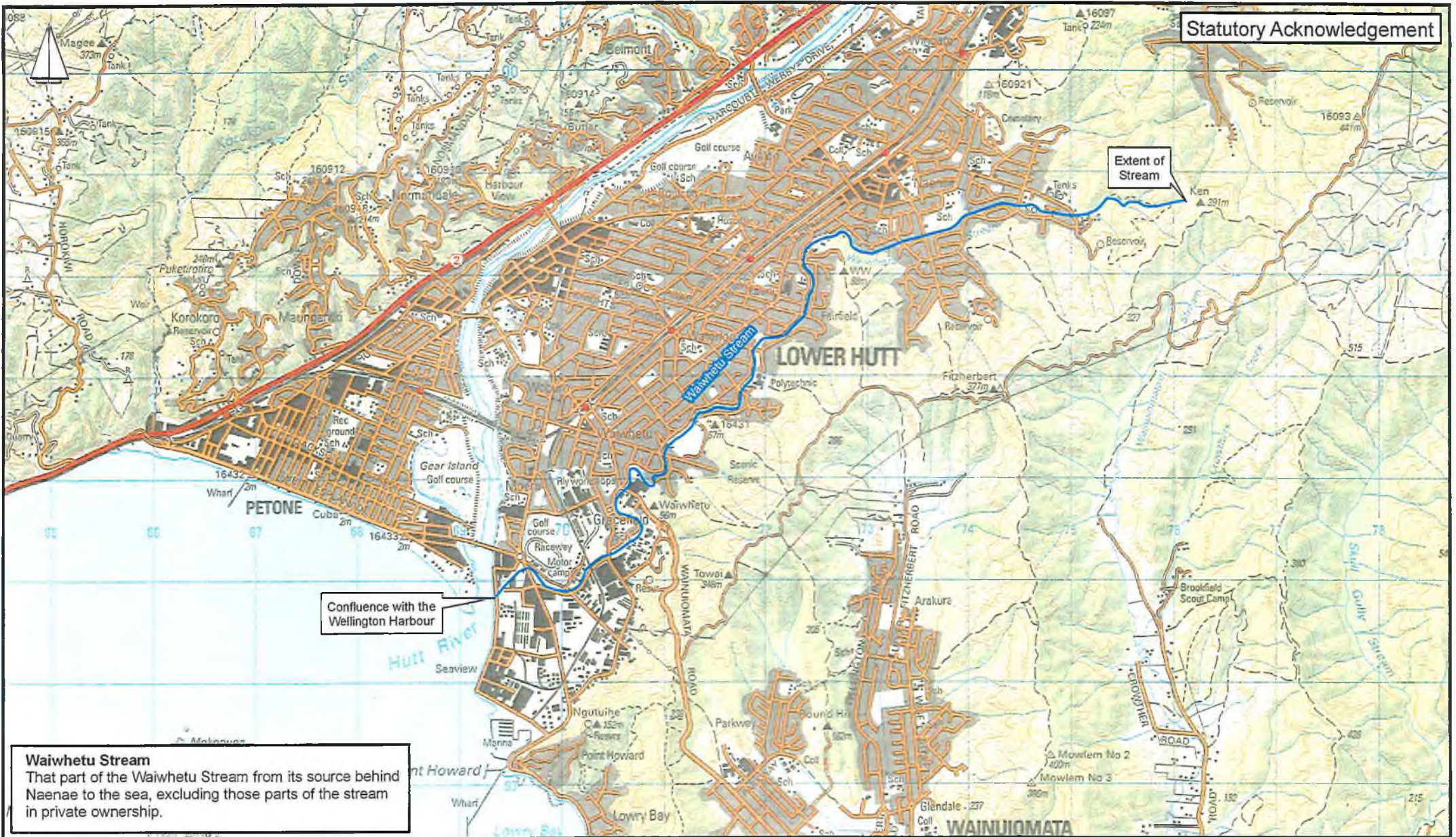


Hutt River

Areas referred to in the Deed of Settlement between
Taranaki Whānui ki Te Upoko o Te Ika and the Crown

Approved as to boundaries:
[Signature] 19/2/08
for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika
[Signature] 19/08/2008
for and on behalf of the Crown

SO 408071



Statutory Acknowledgement

Extent of Stream

Confluence with the Wellington Harbour

Waiwhetu Stream
 That part of the Waiwhetu Stream from its source behind Naenae to the sea, excluding those parts of the stream in private ownership.

Waiwhetu Stream

Areas referred to in the Deed of Settlement between Taranaki Whānui ki Te Upoko o Te Ika and the Crown

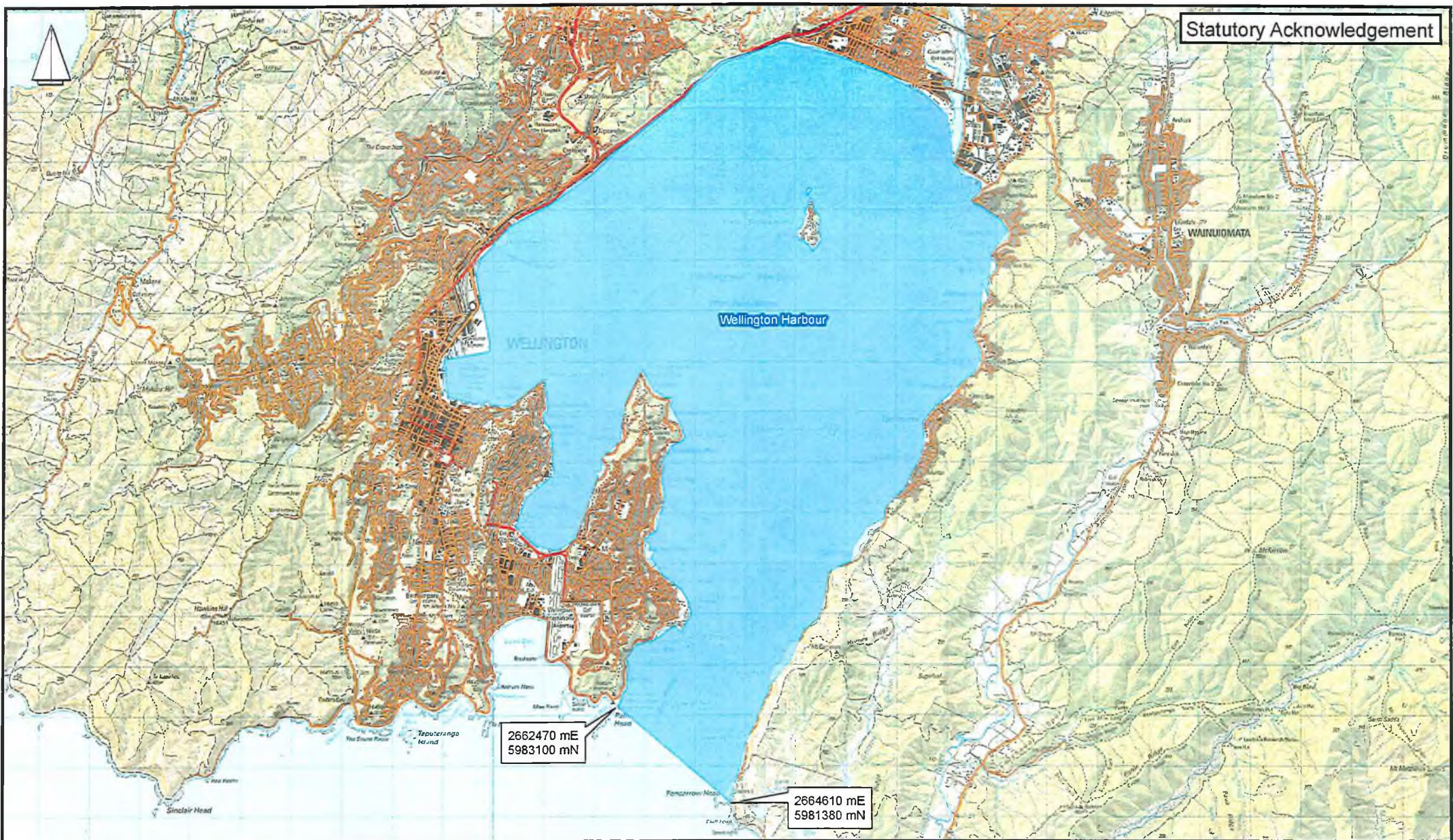
Approved as to Boundaries:
[Signature] 19/8/08
 for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika
[Signature] 19/08/2008
 for and on behalf of the Crown

SO 408072



Wellington Land District
 Boundaries are indicative only
 Grid lines are at 1000 metres





2662470 mE
5983100 mN

2664610 mE
5981380 mN



Wellington Land District
Boundaries are indicative only
Grid lines are at 1000 metres

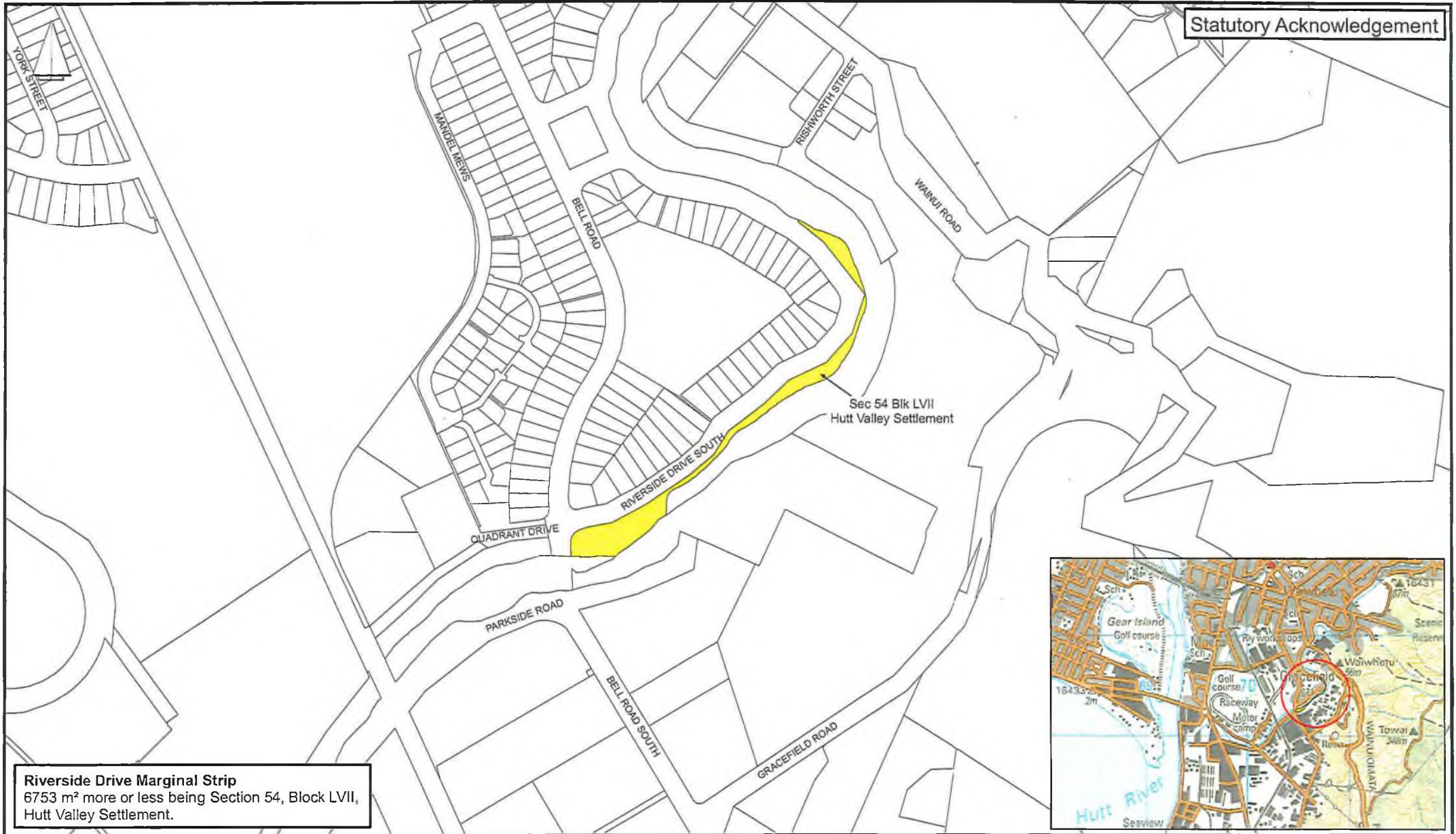


Wellington Harbour

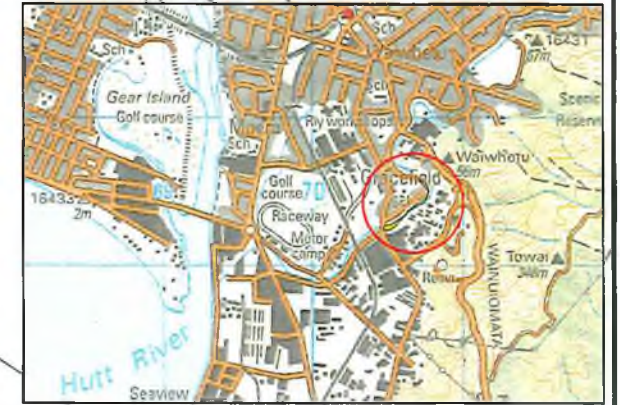
Areas referred to in the Deed of Settlement between
Taranaki Whānui ki Te Upoko o Te Ika and the Crown

Approved as to boundaries:
A. Sharp 19, 8, 08
for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika
Peter Charles 19, 09, 2008
for and on behalf of the Crown

SO 408073



Riverside Drive Marginal Strip
 6753 m² more or less being Section 54, Block LVII,
 Hutt Valley Settlement.



Wellington Land District
 Boundaries are indicative only
 Grid lines are at 1000 metres



AE03557

Riverside Drive Marginal Strip

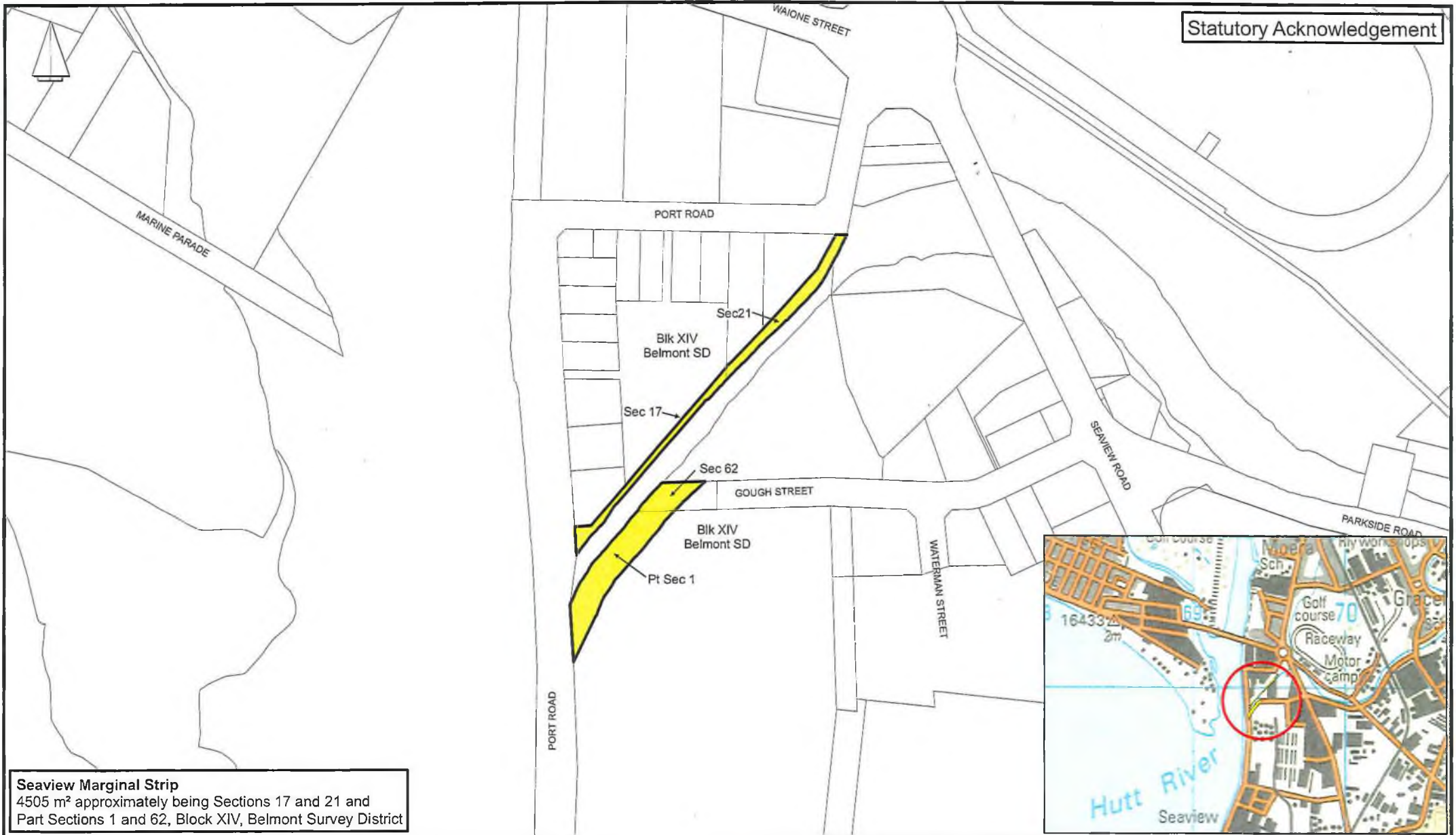
Areas referred to in the Deed of Settlement between
 Taranaki Whānui ki Te Upoko o Te Ika and the Crown

Approved as to boundaries:

[Signature] 19.8.08
 for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika

[Signature] 19.09.2008
 for and on behalf of the Crown

SO 408074



Seaview Marginal Strip
 4505 m² approximately being Sections 17 and 21 and Part Sections 1 and 62, Block XIV, Belmont Survey District

Seaview Marginal Strip

Areas referred to in the Deed of Settlement between Taranaki Whānui ki Te Upoko o Te Ika and the Crown

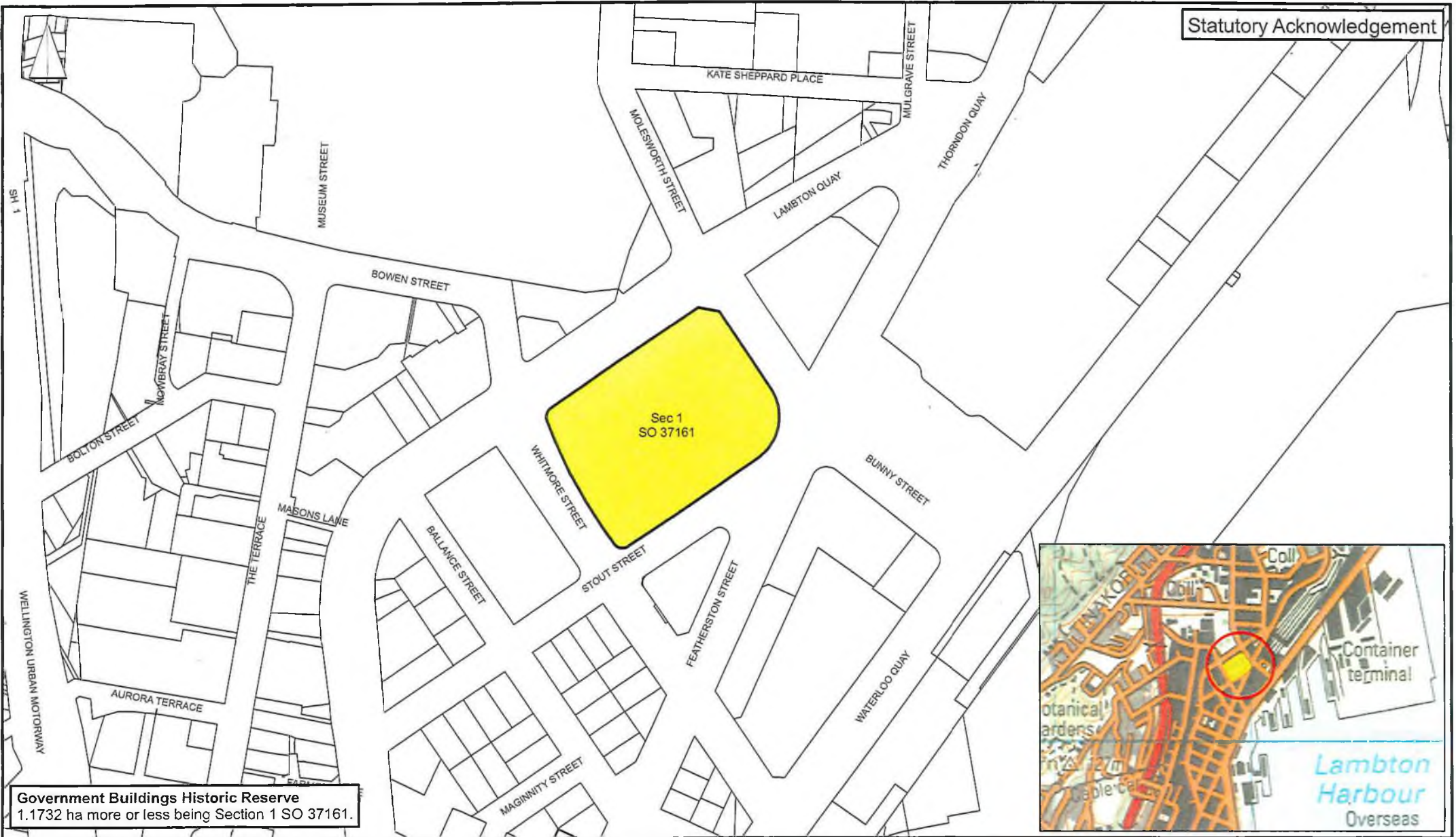
Approved as to boundaries:
[Signature] 19,808
 for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika
[Signature] 19,000
 for and on behalf of the Crown

SO 408075



Wellington Land District
 Boundaries are indicative only
 Grid lines are at 1000 metres





Government Buildings Historic Reserve
1.1732 ha more or less being Section 1 SO 37161.



Wellington Land District
Boundaries are indicative only
Grid lines are at 1000 metres

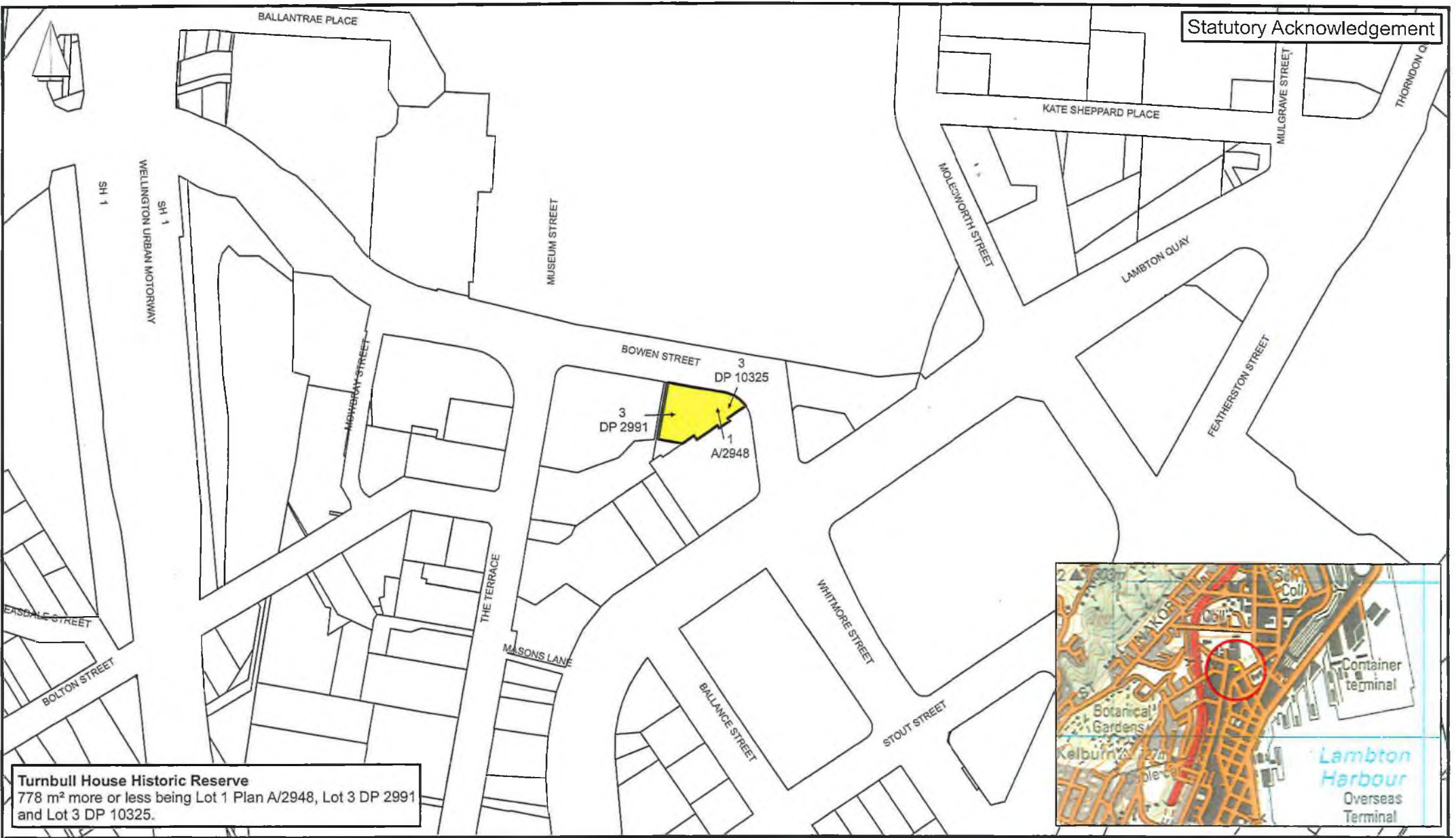


Government Buildings Historic Reserve

Areas referred to in the Deed of Settlement between
Taranaki Whānui ki Te Upoko o Te Ika and the Crown

Approved as to boundaries:
[Signature] 19.8.08
 for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika
[Signature] 19.08.2008
 for and on behalf of the Crown

SO 408076



Turnbull House Historic Reserve
 778 m² more or less being Lot 1 Plan A/2948, Lot 3 DP 2991 and Lot 3 DP 10325.



Wellington Land District
 Boundaries are indicative only
 Grid lines are at 1000 metres



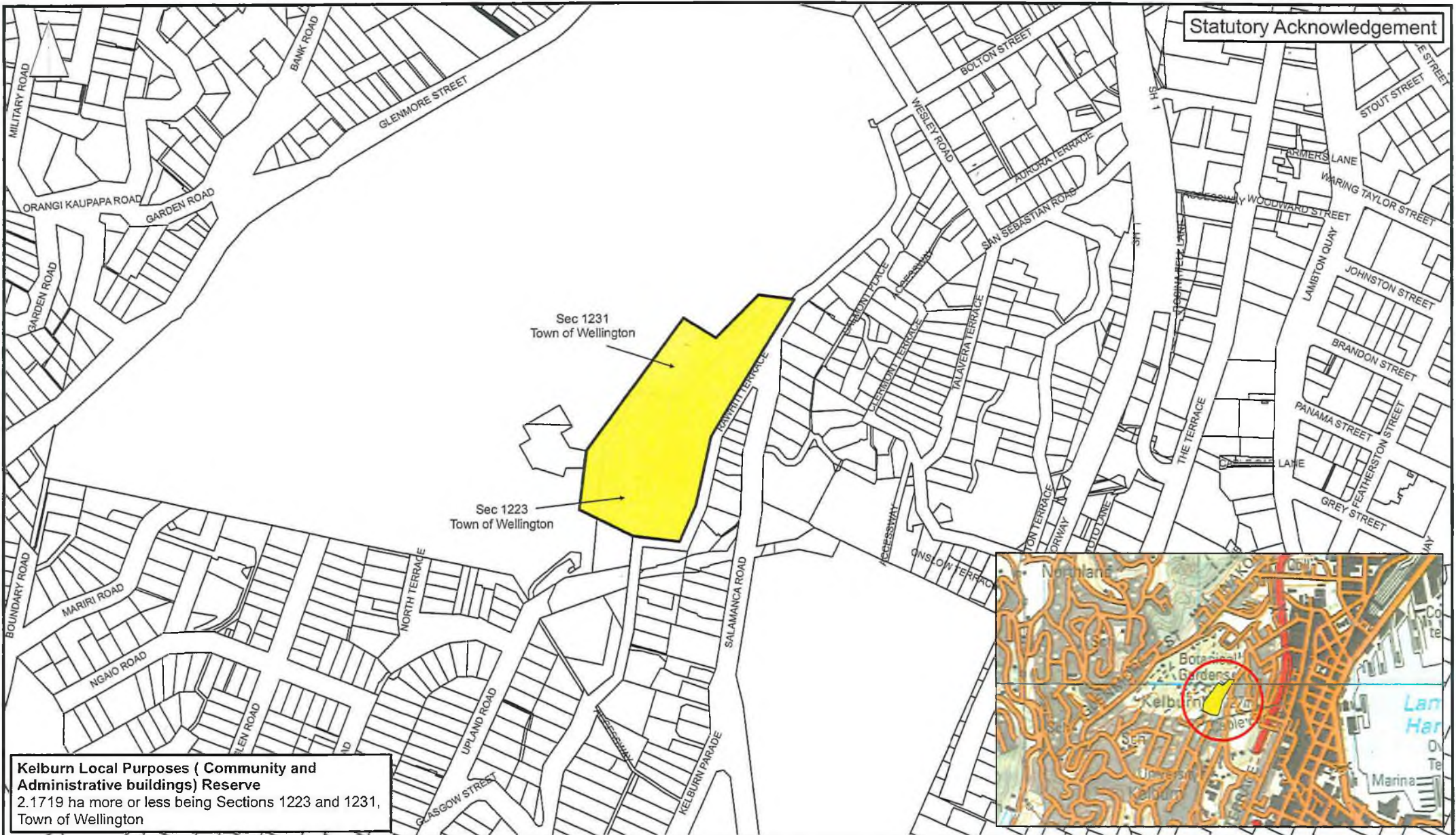
SIRCLAIR KNIGHT HERTZ
SKM

Turnbull House Historic Reserve


**Areas referred to in the Deed of Settlement between
 Taranaki Whānui ki Te Upoko o Te Ika and the Crown**

Approved as to boundaries:
 *[Signature]* 19/8/08
 for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika
 *[Signature]* 19/08/2008
 for and on behalf of the Crown


SO 408077



Kelburn Local Purposes (Community and Administrative buildings) Reserve
 2.1719 ha more or less being Sections 1223 and 1231, Town of Wellington

Wellington Land District
 Boundaries are indicative only
 Grid lines are at 1000 metres



SINCLAIR KNIGHT MERZ
SKM

AE03507

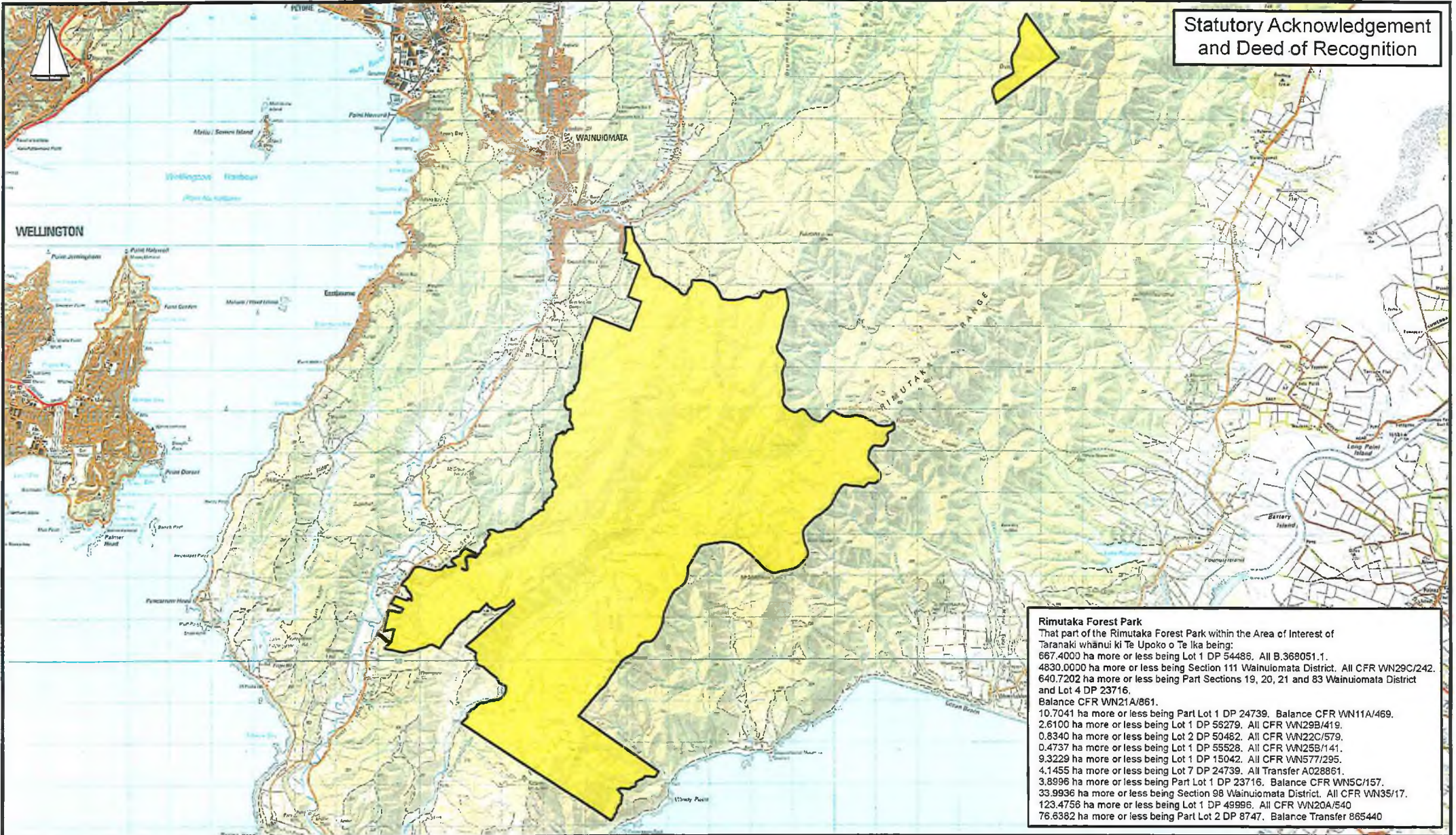
Kelburn Local Purposes (Community and Administrative buildings) Reserve

Areas referred to in the Deed of Settlement between Taranaki Whānui ki Te Upoko o Te Ika and the Crown

Approved as to boundaries:
[Signature] 19.8.08
 for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika
[Signature] 19.08.2008
 for and on behalf of the Crown

SO 408078

Statutory Acknowledgement
and Deed of Recognition



Rimutaka Forest Park
That part of the Rimutaka Forest Park within the Area of Interest of Taranaki Whānui ki Te Upoko o Te Ika being:
667.4000 ha more or less being Lot 1 DP 54485. All B.368051.1.
4830.0000 ha more or less being Section 111 Wainuiomata District. All CFR WN29C/242.
640.7202 ha more or less being Part Sections 19, 20, 21 and 83 Wainuiomata District and Lot 4 DP 23716.
Balance CFR WN21A/861.
10.7041 ha more or less being Part Lot 1 DP 24739. Balance CFR WN11A/469.
2.6100 ha more or less being Lot 1 DP 56279. All CFR WN29B/419.
0.8340 ha more or less being Lot 2 DP 50482. All CFR WN22C/579.
0.4737 ha more or less being Lot 1 DP 55528. All CFR WN25B/141.
9.3229 ha more or less being Lot 1 DP 15042. All CFR WN577/295.
4.1455 ha more or less being Lot 7 DP 24739. All Transfer A028861.
3.8996 ha more or less being Part Lot 1 DP 23716. Balance CFR WN5C/157.
33.9936 ha more or less being Section 98 Wainuiomata District. All CFR WN35/17.
123.4758 ha more or less being Lot 1 DP 49995. All CFR WN20A/540.
76.6382 ha more or less being Part Lot 2 DP 8747. Balance Transfer 865440



Wellington Land District
Boundaries are indicative only
Grid lines are at 1000 metres



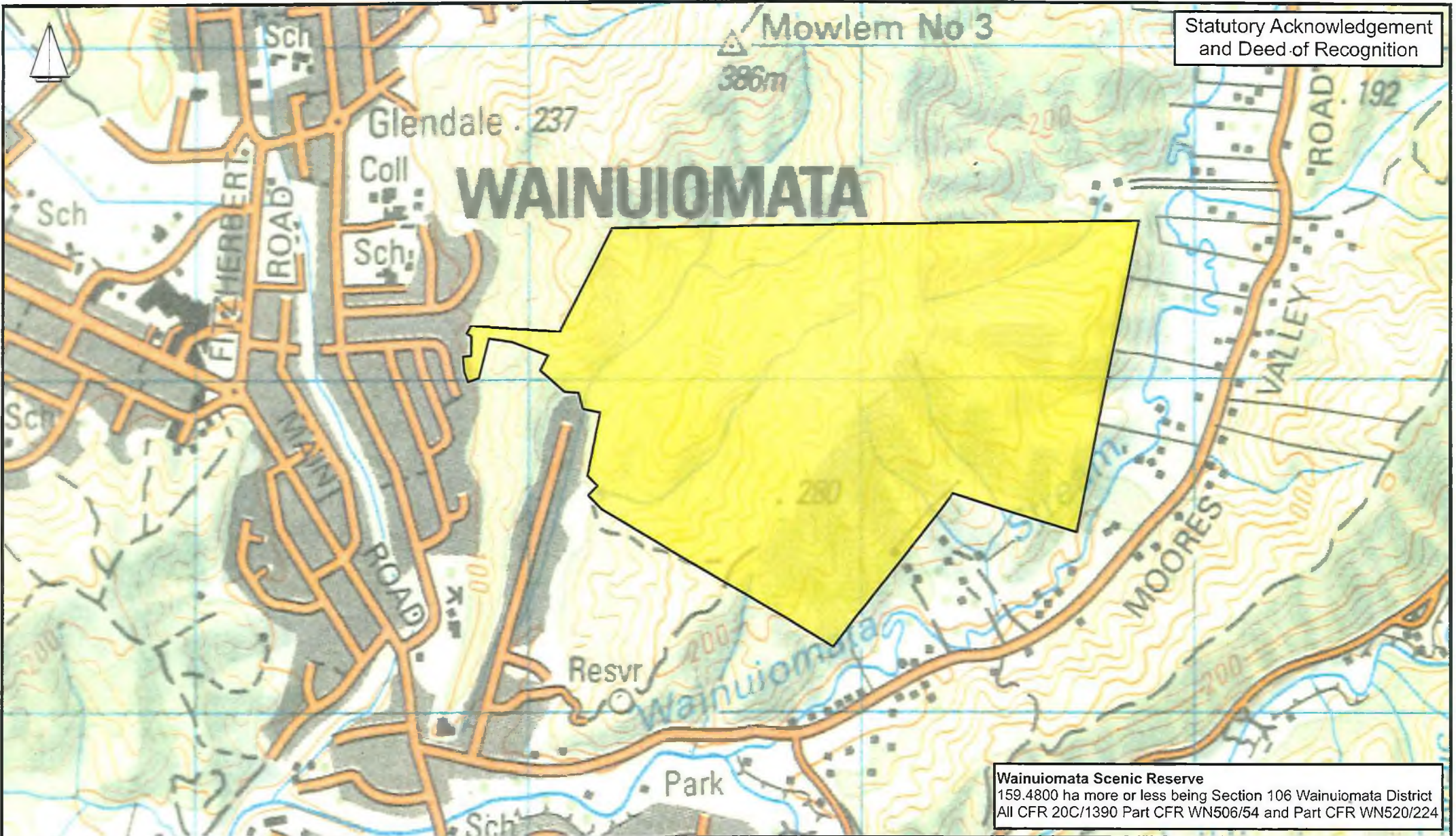
Rimutaka Forest Park

Areas referred to in the Deed of Settlement between
Taranaki Whānui ki Te Upoko o Te Ika and the Crown

Approved as to boundaries:

[Signature] 19, 8, 08
for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika
[Signature] 19, 08, 2008
for and on behalf of the Crown

SO 408079



Wainuiomata Scenic Reserve
 159.4800 ha more or less being Section 106 Wainuiomata District
 All CFR 20C/1390 Part CFR WN506/54 and Part CFR WN520/224



Wellington Land District
 Boundaries are indicative only
 Grid lines are at 1000 metres



AED03557

Wainuiomata Scenic Reserve

Areas referred to in the Deed of Settlement between
 Taranaki Whānui ki Te Upoko o Te Ika and the Crown

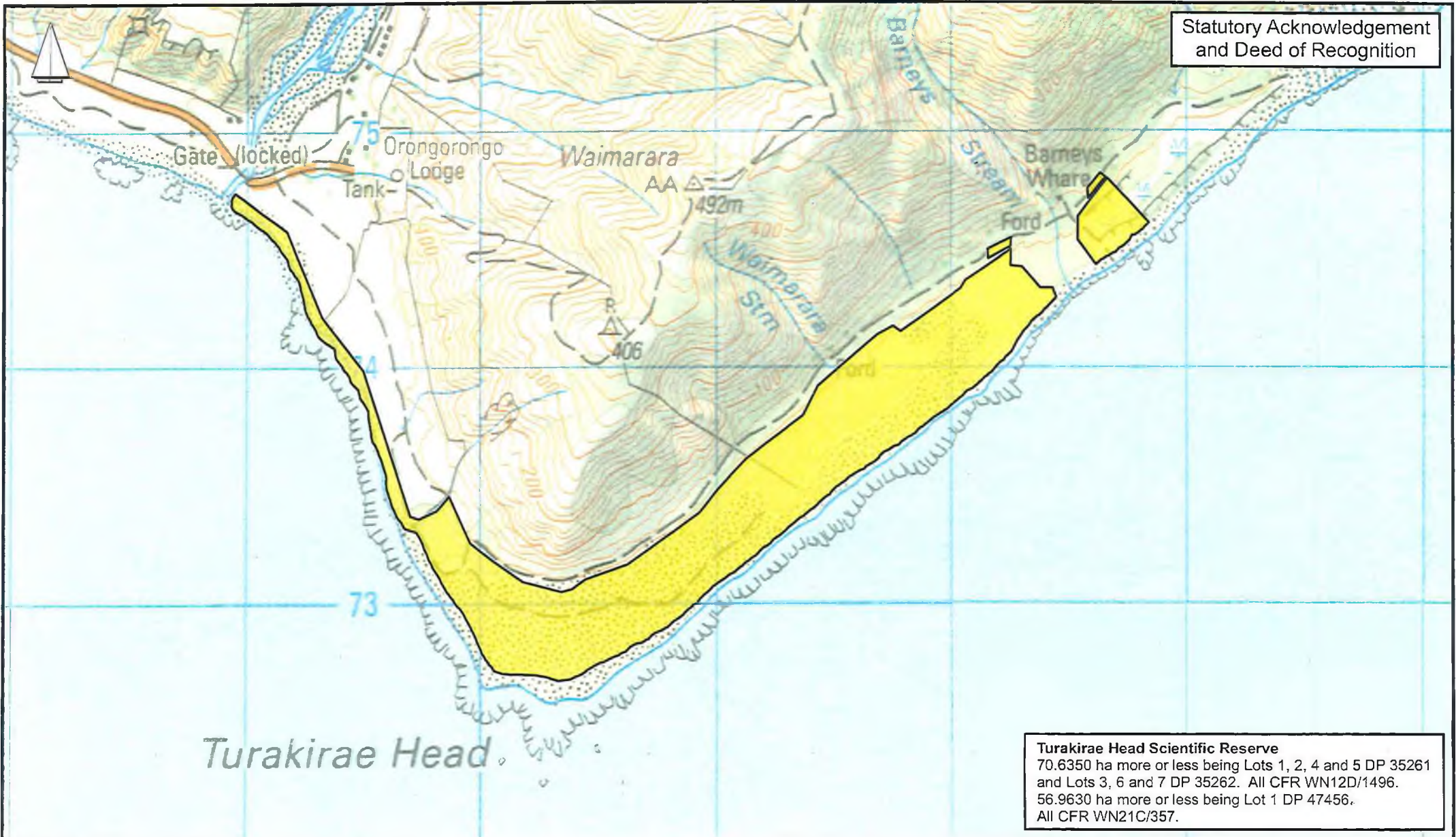
Approved as to boundaries:

[Signature] 19.5.08
 for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika

[Signature] 19.05.2008
 for and on behalf of the Crown

SO 408080

Statutory Acknowledgement
and Deed of Recognition



Turakirae Head

Turakirae Head Scientific Reserve
70.6350 ha more or less being Lots 1, 2, 4 and 5 DP 35261
and Lots 3, 6 and 7 DP 35262. All CFR WN12D/1496.
56.9630 ha more or less being Lot 1 DP 47456.
All CFR WN21C/357.



Wellington Land District
Boundaries are indicative only
Grid lines are at 1000 metres



Turakirae Head Scientific Reserve

Areas referred to in the Deed of Settlement between
Taranaki Whānui ki Te Upoko o Te Ika and the Crown

Approved as to boundaries:
[Signature] 19.8.08
for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika
[Signature] 19.08.2008
for and on behalf of the Crown

SO 408081

9 DRAFT BILL

IN CONFIDENCE

PCO note: This draft is subject to further PCO revision.

Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) Claims Settlement Bill

Government Bill

Explanatory note

General policy statement

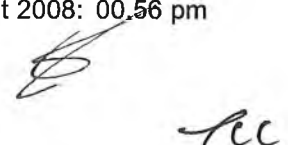
Overview

This Bill gives effect to the deed of settlement in which the Crown and Taranaki Whānui ki Te Upoko o Te Ika agree to a final settlement of the Taranaki Whānui ki Te Upoko o Te Ika historical claims.

Scope of settlement

Taranaki Whānui ki Te Upoko o Te Ika defines its rohe as conforming to the boundaries of the Port Nicholson Block and has 17 183 registered members. Taranaki Whānui ki Te Upoko o Te Ika comprises people from Taranaki iwi (Te Atiawa, Taranaki, Ngāti Tama, Ngāti Ruanui, and other people from Taranaki, including Ngāti Mutunga). In the deed of settlement and in this Bill, Taranaki Whānui ki Te Upoko o Te Ika is defined as the collective group composed of—

- individuals who are descended from 1 or more of the listed recognised ancestors of Taranaki Whānui ki Te Upoko o Te Ika; and
- every individual who is a member of the listed subgroups of Taranaki Whānui ki Te Upoko o Te Ika.



The settlement settles all of the historical claims of Taranaki Whānui ki Te Upoko o Te Ika. Those claims include all claims that are, or are founded on, a right arising—

- from the Treaty of Waitangi (Te Tiriti o Waitangi) or its principles; or
- under legislation; or
- at common law (including aboriginal title and customary law); or
- from fiduciary duty; or
- otherwise.

The claims arise from, or relate to, acts or omissions before 21 September 1992—

- by, or on behalf of, the Crown; or
- by or under legislation.

The Crown is released and discharged from all obligations and liabilities in respect of those claims.

History of claim

The claims of Taranaki Whānui ki Te Upoko o Te Ika were lodged with the Waitangi Tribunal from 1987 onwards. In 2003 those claims were reported on in the Waitangi Tribunal's *Te Whanganui a Tara Me Ōna Takiwā* report on the Wellington District Inquiry.

Negotiations and deed of settlement

In January 2004, the Crown recognised the mandate of the Port Nicholson Block Claims Team to negotiate the settlement of the historical claims of Taranaki Whānui ki Te Upoko o Te Ika. On 15 September 2006 the Crown recognised the reconfirmation of that mandate, which was undertaken by the Port Nicholson Block Claims Team between 24 June 2006 and 24 July 2006.

The Crown and Taranaki Whānui ki Te Upoko o Te Ika entered into terms of negotiation, dated 27 July 2004, which specified the scope, objectives, and general procedures for the negotiations; and an agreement in principle was signed on 13 December 2007 which recorded that Taranaki Whānui ki Te Upoko o Te Ika and the Crown were willing to enter into a deed of settlement on the basis of the Crown's settlement proposal set out in the agreement in principle.

Following the signing of the agreement in principle, negotiations continued between the Crown and Taranaki Whānui ki Te Upoko o Te Ika until a deed of settlement was initialled on 26 June 2008. A ratification process for the deed of settlement and the post-settlement governance entity occurred from the last week of June to the end of July 2008. Of the 7 120 registered adult members of Taranaki Whānui ki Te Upoko o Te Ika who were eligible to vote, 30.7% validly voted on the deed of settlement. Of these, 98.6% voted in favour of accepting the deed of settlement.

On 19 August 2008 the Port Nicholson Block Claims Team and the Crown entered into a deed of settlement. The deed of settlement was conditional on the establishment of a governance entity and the passage of a Bill implementing the matters set out in the deed.

Governance entity

A ratification process for the governance arrangements was carried out concurrently with that for the deed of settlement. Of the 7 120 adult members of Taranaki Whānui ki Te Upoko o Te Ika who were eligible to vote, 30.7% of voters validly voted on the post-settlement governance entity. Of these, 96.2% voted in favour of the proposed post-settlement arrangements. On 11 August 2008 the Port Nicholson Block Settlement Trust was established by trust deed. The trust is a private trust with 11 trustees, which will receive and administer the settlement redress.

The Crown is satisfied that the Port Nicholson Block Settlement Trust provides the appropriate governance arrangements for the transfer of redress under the deed of settlement. The governance arrangement provides for the representation of Taranaki Whānui ki Te Upoko o Te Ika, transparent decision-making and dispute resolution processes, and full accountability to members of Taranaki Whānui ki Te Upoko o Te Ika.

Key elements of redress

The deed of settlement sets out in full the redress provided to Taranaki Whānui ki Te Upoko o Te Ika in settlement of all of its historical claims. The following summary sets out the key elements of the settlement package contained in the deed of settlement. The summary distinguishes between those elements of the settlement package

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included in the Bill and those elements set out in the deed of settlement. Elements set out only in the deed of settlement do not require legislative authority for their implementation. The Bill includes the elements of the settlement package for which legislative authority is required.

Elements of settlement package in Bill

The Bill—

- empowers the Minister of Conservation, the Minister of Fisheries, and the Minister for Arts, Culture and Heritage to issue protocols that set out how the relevant department, ministry, or chief executive will interact with the trustees of the Port Nicholson Block Settlement Trust on specified matters. The form of each protocol is set out in Part 1 of the documents schedule of the deed of settlement:
- provides for the vesting in the trustees of the following cultural redress properties—
 - 1 Thorndon Quay:
 - 81–87 Thorndon Quay:
 - the Waiwhetu Road site:
 - the former Wainuiomata College site:
 - the former Wainuiomata Intermediate School site:
 - the former Waiwhetu School site:
 - the Pipitea Marae site:
 - a dendroglyph site (comprising 2 dendroglyph areas near the Parangarahu lakes):
 - an urupā site at Makara:
 - the bed of Lake Kohangatera and the Lake Kohangatera esplanade land:
 - the bed of Lake Kohangapiripiri and the Lake Kohangapiripiri esplanade land (the 2 lakes together comprising the Parangarahu Lakes):
 - Wi Tako Scenic Reserve:
 - Point Dorset Recreation Reserve:
 - the Korokoro Gateway site (a site adjacent to the harbour at Petone):

- Makaro Scientific Reserve:
- Mokopuna Scientific Reserve:
- Matiu Scientific Reserve:
- Matiu Historic Reserve.
- sets out the Crown's acknowledgement of the statements by Taranaki Whānui ki Te Upoko o Te Ika of its cultural, spiritual, historical, and traditional association with the following statutory areas—
 - Kaiwharawhara Stream:
 - a coastal marine area:
 - Hutt River:
 - Waiwhetu Stream:
 - Wellington Harbour:
 - Riverside Drive marginal strip:
 - Seaview marginal strip:
 - Government Buildings Historic Reserve:
 - Turnbull House Historic Reserve:
 - Rimutaka Forest Park:
 - Wainuiomata Scenic Reserve:
 - Turakirae Head Scientific Reserve:
 - Kelburn Local Purposes (Community and Administrative Buildings) Reserve:
- The statutory acknowledgement registers the special association Taranaki Whānui ki Te Upoko o Te Ika has with the statutory areas. Taranaki Whānui ki Te Upoko o Te Ika's statements of association are recorded in Part 2 of the documents schedule of the deed of settlement. The acknowledgement by the Crown of the statements of association is in the Bill. Consent authorities, the Environment Court, and the New Zealand Historic Places Trust will be required to have regard to the statutory acknowledgement. The acknowledgement requires that consent authorities provide Taranaki Whānui ki Te Upoko o Te Ika with summaries of all resource consent applications that may affect the statutory areas:
 - provides for a deed of recognition over the—
 - Rimutaka Forest Park:



- Wainuiomata Scenic Reserve:
- Turakirae Head Scientific Reserve:

This obliges the Crown to consult with Taranaki Whānui ki Te Upoko o Te Ika through the Port Nicholson Block Settlement Trust and have regard to its views regarding the special association Taranaki Whānui ki Te Upoko o Te Ika has with those areas. This also specifies the nature of the input of Taranaki Whānui ki Te Upoko o Te Ika into management of the area by the Department of Conservation:

- provides for the official amendment of the following 8 place names:

Name at present	New name
Ngauranga Stream	Waitohi Stream
Mount Misery	Mount Wai-ariki
Sinclair Head	Sinclair Head/Te Rimurapa
Red Rocks	Pariwhero/Red Rocks
Tinakori Hill	Te Ahumairangi Hill
Lowry Bay	Whiorau/Lowry Bay
Baring Head	Baring Head/Ōrua-pouanui
Steeple Rock	Steeple Rock/Te Aroaro-o-Kupe

- also provides the trustees with a right of first refusal in relation to certain properties.

Elements of settlement package only in deed of settlement

The deed of settlement also includes the following redress for which legislative authority is not required:

- the payment of \$23.138 million (being the financial and commercial redress amount of \$25.025 million less 2 previous on account amounts totalling \$1.887 million):
- the option for the trustees to purchase the following properties at market value and on the terms specified in Part 4 of the provisions schedule of the deed of settlement:
 - 4 Shelly Bay properties, once their market value at the date of the deed of settlement has been determined:

- any or all of 14 other properties, if notice of interest is given during the period of 2 years from the settlement date:
- the land (but not improvements) of any of 15 other properties, up to a total value of \$110 million (as the value is specified in Part 4 of the provisions schedule of the deed of settlement), if notice of interest is given during the period of 10 years from the settlement date, and subject to leaseback arrangements:
- letters from the Minister in Charge of Treaty of Waitangi Negotiations to Centreport Limited, and Wellington International Airport Limited, introducing the trustees and requesting that the recipient agree to enter into a formal relationship with them:
- acknowledgement and support by the Crown of the desire of the trustees to provide for the enhanced wellbeing, revitalisation, and protection of its members by—
 - facilitating access by Taranaki Whānui ki Te Upoko o Te Ika to government programmes and services that relate to social, economic, and cultural development. The Crown will assist the trustees in working through the necessary administrative procedures so that Taranaki Whānui ki Te Upoko o Te Ika shall have ready access to such programmes and services:
 - an appropriate Minister of the Crown chairing an annual hui between relevant Ministers of the Crown and the trustees. The purpose of the hui will be to review progress of the implementation of the social, economic, and cultural aspirations of Taranaki Whānui ki Te Upoko o Te Ika to identify, and progress, meaningful opportunities for Taranaki Whānui ki Te Upoko o Te Ika to play a more direct role in the provision of social, economic, and cultural outcomes for its members:
 - relevant government agencies working with the trustees to identify and explore areas of mutual interest. Those agencies will report progress to the annual hui referred to above.



Removal of courts' jurisdiction and certain memorials

Taranaki Whānui ki Te Upoko o Te Ika and the Crown have agreed to the removal of the jurisdiction of the courts and the Waitangi Tribunal in respect of the historical claims of Taranaki Whānui ki Te Upoko o Te Ika (not including the contemporary aspects of Wai 262), the deed of settlement, the settlement redress, and this Bill (but not in respect of the interpretation or implementation of the deed of settlement or the Bill). Taranaki Whānui ki Te Upoko o Te Ika has also agreed that neither Taranaki Whānui ki Te Upoko o Te Ika nor a representative entity will object to the removal by legislation of memorials entered under any of the land claims statutory protection legislation.

Clause by clause analysis

Clause 1 states the Bill's title.

Clause 2 specifies the Bill's commencement date.

Part 1**Purpose of Act, interpretation, settlement
of historical claims, and miscellaneous
matters**

Part 1 provides for preliminary matters and the settlement of the historical claims.

Subpart 1—Purpose of Act

Clause 1.1 states the purpose of the Bill.

Clause 1.2 provides that the Bill binds the Crown.

Clause 1.3 provides an outline of the Bill.

Subpart 2—Interpretation

Clause 1.4 provides that the Bill is to be interpreted in a manner that best furthers the agreements in the deed of settlement.

Clause 1.5 defines certain terms used in the Bill.

Clause 1.6 defines Taranaki Whānui ki Te Upoko o Te Ika.

Clause 1.7 defines historical claims.

Subpart 3—Settlement of historical claims

Historical claims settled and jurisdiction of courts, etc, removed

Clause 1.8 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, the Bill, and the settlement redress (but not in respect of the interpretation or implementation of the deed of settlement or the Bill).

Amendment to Treaty of Waitangi Act 1975

Clause 1.9 amends the Treaty of Waitangi Act 1975 to remove the jurisdiction of the Waitangi Tribunal as provided in *clause 1.8*.

Protections no longer apply

Clause 1.11 provides that certain enactments do not apply to specified land.

Clause 1.12 provides for the removal of existing memorials from the certificates of title or computer registers relating to the specified land.

Subpart 4—Miscellaneous matters

Perpetuities

Clause 1.13 provides for an exception to the rule against perpetuities and any relevant provisions of the Perpetuities Act 1964 for the Port Nicholson Block Settlement Trust and in respect of documents entered into by the Crown to give effect to the deed of settlement.

Timing of actions or matters

Clause 1.14 provides that actions or matters occurring under the Bill occur or take effect on the settlement date or as otherwise specified.

Access to deed of settlement

Clause 1.15 provides that the chief executive of the Ministry of Justice must 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 business 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.

Part 2 Cultural redress

Part 2 provides for cultural redress.

Subpart 1—Protocols

Subpart 1 (clauses 2.1 to 2.6) provides for the issue of protocols by the Minister of Conservation, the Minister of Fisheries, and the Minister for Arts, Culture and Heritage. It provides that the protocols are subject to the Crown's obligations and limits the rights arising under them.

Subpart 2—Statutory acknowledgement and deed of recognition

Subpart 2 (clauses 2.7 to 2.21) contains the Crown's acknowledgement of the statements made by Taranaki Whānui ki Te Upoko o Te Ika of their association with 13 statutory areas. The purposes and limits of the statutory acknowledgement are defined. This subpart also provides that the Minister of Conservation may enter into and amend a deed of recognition.

Subpart 3—The Crown not prevented from providing other similar redress

Subpart 3 (clause 2.22) provides that the Crown's provision of the protocols, statutory acknowledgement, and deed of recognition does not prevent the Crown from doing anything that is consistent with that redress, including—

- providing, or agreeing to introduce legislation providing, the same or similar redress to a person other than Taranaki Whānui ki Te Upoko o Te Ika or the trustees:
- disposing of land.

Subpart 4—Vesting of cultural redress properties

Subpart 4 (clauses 2.23 to 2.54) provides for the vesting of 18 cultural redress properties in the trustees and provides for the management regimes of some of the properties. Of the 18 properties, 7 vest in fee simple, 2 vest in fee simple to be administered as Maori reservations, 2 vest in fee simple subject to a conservation covenant, 3 vest in fee simple to be administered as scenic, recreation, or local purpose reserves, and 4 (the Harbour Islands reserves) vest in fee simple to be administered as scientific or historic reserves.

Clauses 2.33 to 2.41 relate to the 2 sites that vest subject to a conservation covenant, each of which is a lakebed and esplanade land. They provide for rights and obligations in relation to the sites.

Clauses 2.49 to 2.54 relate to the 4 Harbour Islands reserves. They provide for a Harbour Islands Kaitiaki Board to be the administering body of the reserves. However, the Minister of Conservation and the Director-General of Conservation retain functions, obligations, and powers in relation to the reserves. The application of the Reserves Act 1977 to the reserves is modified.

Subpart 5—General provisions relating to vesting of cultural redress properties

Subpart 5 (clauses 2.55 to 2.63A) contains technical provisions to facilitate the vesting of the cultural redress properties.

Subpart 6—Place names

Subpart 6 (clauses 2.64 to 2.68) provides for the alteration of existing place names and sets out the requirements for publishing a new place names notice and altering any new place name.

Part 3 Commercial redress

Part 3 provides for commercial redress.

Subpart 1—Transfer of deferred selection properties

Subpart 1 (clauses 3.1 to 3.3) contains provisions relating to the transfer of deferred selection properties and provides for, among other matters, the creation of a computer freehold register in relation to the properties.

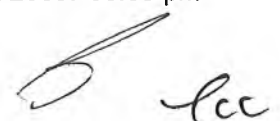
Subpart 2—Trustees' right of first refusal in relation to RFR land

Subpart 2 (clauses 3.4 to 3.33) provides the trustees with a right of first refusal in relation to RFR land. The owner of RFR land must not dispose of the land to a person other than the 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 100 years from the settlement date.

Schedules

There are 4 schedules that—

- describe the 13 statutory areas to which the statutory acknowledgement relates (*Schedule 1*);
- describe the 18 cultural redress properties (*Schedule 2*);
- set out provisions under which the Harbour Islands Kaitiaki Board must be appointed, and to which the Board is subject (*Schedule 3*);
- set out provisions that apply to notices given in relation to RFR land (*Schedule 4*).



Hon Dr Michael Cullen

**Port Nicholson Block (Taranaki
Whānui ki Te Upoko o Te Ika)
Claims Settlement Bill**

Government Bill

Contents

		Page
1	Title	7
2	Commencement	7

Part 1

**Purpose of Act, interpretation, settlement of historical
claims, and miscellaneous matters**

Subpart 1—Purpose of Act

1.1	Purpose	7
1.2	Act binds the Crown	7
1.3	Outline	7

Subpart 2—Interpretation

1.4	Interpretation of Act generally	9
1.5	Interpretation	9
1.6	Meaning of Taranaki Whānui ki Te Upoko o Te Ika	15
1.7	Meaning of historical claims	16

Subpart 3—Settlement of historical claims

*Historical claims settled and jurisdiction of courts, etc,
removed*

1.8	Settlement of historical claims final	18
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**Port Nicholson Block (Taranaki Whānui ki
Te Upoko o Te Ika) Claims Settlement Bill**

	<i>Consequential amendment to Treaty of Waitangi Act 1975</i>	
1.9	Amendment to Treaty of Waitangi Act 1975	19
1.10	[Deleted]	19
	<i>Protections no longer apply</i>	
1.11	Certain enactments do not apply	19
1.12	Removal of memorials	20
	Subpart 4—Miscellaneous matters	
	<i>Perpetuities</i>	
1.13	Rule against perpetuities does not apply	21
	<i>Timing of actions or matters</i>	
1.14	Timing of actions or matters	21
	<i>Access to deed of settlement</i>	
1.15	Access to deed of settlement	21
	Part 2	
	Cultural redress	
	Subpart 1—Protocols	
	<i>General provisions</i>	
2.1	Authority to issue, amend, or cancel protocols	22
2.2	Protocols subject to rights, functions, and obligations	22
2.3	Enforceability of protocols	23
2.4	Limitation of rights	23
	<i>Noting of DOC and fisheries protocols</i>	
2.5	Noting of DOC protocol	24
2.6	Noting of fisheries protocol	24
	Subpart 2—Statutory acknowledgement and deed of recognition	
	<i>Statutory acknowledgement</i>	
2.7	Statutory acknowledgement by the Crown	24
2.8	Purposes of statutory acknowledgement	24
2.9	Relevant consent authorities to have regard to statutory acknowledgement	25
2.10	Environment Court to have regard to statutory acknowledgement	25
2.11	Historic Places Trust and Environment Court to have regard to statutory acknowledgement	26

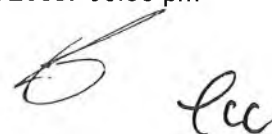
**Port Nicholson Block (Taranaki Whānui ki
Te Upoko o Te Ika) Claims Settlement Bill**

2.12	Recording statutory acknowledgement on statutory plans	26
2.13	Distribution of resource consent applications to trustees	26
2.14	Use of statutory acknowledgement	27
2.15	Application of statutory acknowledgement to river, stream, or harbour	28
	<i>Deed of recognition</i>	
2.16	Authorisation to enter into and amend deed of recognition	28
	<i>General provisions</i>	
2.17	Exercise of powers and performance of duties and functions	29
2.18	Rights not affected	29
2.19	Limitation of rights	29
	<i>Consequential amendment to Resource Management Act 1991</i>	
2.20	Amendment to Resource Management Act 1991	30
2.21	[Deleted]	30
	Subpart 3—The Crown not prevented from providing other similar redress	
2.22	The Crown not prevented from providing other similar redress	30
	Subpart 4—Vesting of cultural redress properties	
2.23	Interpretation	31
	<i>Sites vest in fee simple</i>	
2.24	1 Thorndon Quay	32
2.25	81–87 Thorndon Quay	32
2.26	Waiwhetu Road site	33
2.27	Former Wainuiomata College site	33
2.28	Former Wainuiomata Intermediate School site	33
2.29	Former Waiwhetu School site	33
2.30	Pipitea Marae site	33
	<i>Sites vest in fee simple to be administered as Maori reservations</i>	
2.31	Dendroglyph site	34
2.32	Urupā site	34



**Port Nicholson Block (Taranaki Whānui ki
Te Upoko o Te Ika) Claims Settlement Bill**

<i>Sites vest in fee simple subject to conservation covenant</i>		
2.33	Bed of Lake Kohangatera and Lake Kohangatera esplanade land	35
2.34	Bed of Lake Kohangapiripiri and Lake Kohangapiripiri esplanade land	36
2.35	Lake Kohangatera and Lake Kohangapiripiri Scientific Reserve	37
2.36	Lawful access or use, and recreational activities, in relation to lakes	37
2.37	Existing structures in or on lakebeds and esplanade land	38
2.38	Determination of matters relating to existing structures	38
2.39	Liability for existing structures	39
2.40	New structures require consent of trustees	39
2.41	Authorisations not affected	39
<i>Sites vest in fee simple to be administered as scenic, recreation, or local purpose reserves</i>		
2.42	Wi Tako Scenic Reserve	40
2.43	Point Dorset Recreation Reserve	40
2.44	Korokoro Gateway site	41
<i>Harbour Islands reserves vest in fee simple to be administered as scientific or historic reserves</i>		
2.45	Makaro Scientific Reserve	41
2.46	Mokopuna Scientific Reserve	42
2.47	Matiu Scientific Reserve	42
2.48	Matiu Historic Reserve	43
<i>Application of Reserves Act 1977 to Harbour Islands reserves</i>		
2.49	Harbour Islands Kaitiaki Board to be administering body	44
2.50	Functions, obligations, and powers of Minister	44
2.50A	Functions, obligations, and powers of Director-General	44
2.51	Modified application of certain provisions of Reserves Act 1977 in relation to Harbour Islands reserves	45
2.52	Certain provisions of Reserves Act 1977 do not apply in relation to Harbour Islands reserves	46
2.53	Advice on conservation and other matters	47
2.54	Appointment of Harbour Islands Kaitiaki Board and other provisions that apply	47



**Port Nicholson Block (Taranaki Whānui ki
Te Upoko o Te Ika) Claims Settlement Bill**

Subpart 5—General provisions relating to vesting of cultural redress properties		
2.55	Properties vest subject to, or together with, encumbrances	47
2.56	Registration of ownership	47
2.57	Application of Part 4A of Conservation Act 1987	49
2.58	Recording application of Part 4A of Conservation Act 1987 and sections of this Act	49
2.59	Application of other enactments	50
2.60	Application of certain payments	51
<i>Provisions relating to reserve sites</i>		
2.61	Subsequent transfer of reserve land	51
2.61A	Revocation of reservation of reserve site	52
2.62	Trustees must not mortgage reserves	53
2.63	Saving of bylaws, etc, in relation to reserve sites	53
2.63A	Consequential repeal of enactments	53
Subpart 6—Place names		
2.64	Interpretation	53
2.65	New place names	53
2.66	Publication of notice of new place names	54
2.67	Alteration of new place names	54
2.68	When new place name takes effect	54
Part 3		
Commercial redress		
Subpart 1—Transfer of deferred selection properties		
3.1	The Crown may transfer properties	55
3.2	Registrar-General to create computer freehold register	55
3.3	Application of other enactments	56
Subpart 2—Trustees' right of first refusal in relation to RFR land		
<i>Interpretation</i>		
3.4	Interpretation	57
3.5	Meaning of RFR land	58
<i>Restrictions on disposal of RFR land</i>		
3.6	Restrictions on disposal of RFR land	59
<i>Trustees' right of first refusal</i>		
3.7	Requirements for offer	59
3.8	Expiry date of offer	59



**Port Nicholson Block (Taranaki Whānui ki
Te Upoko o Te Ika) Claims Settlement Bill**

3.9	Withdrawal of offer	60
3.10	Acceptance of offer	60
3.11	Formation of contract	60
<i>Disposals to others</i>		
3.12	Disposals to the Crown or Crown bodies	60
3.13	Disposals in accordance with enactment or rule of law	60
3.14	Disposals in accordance with legal or equitable obligation	60
3.15	Disposals by the Crown under certain legislation	61
3.16	Disposals of land held for public works	61
3.17	Disposals of existing public works	61
3.18	Disposals for reserve or conservation purposes	62
3.19	Disposals for charitable purposes	62
3.20	Disposals to tenants	62
3.21	Disposals by Housing New Zealand Corporation	62
3.22	Disposals by Capital and Coast District Health Board	62
3.23	RFR landowner's obligations under this subpart	63
<i>Notices</i>		
3.24	Notice to trustees of disposals of RFR land to others	63
3.25	Notice of land ceasing to be RFR land	64
3.26	Notice requirements	64
<i>Memorials for RFR land</i>		
3.27	Recording memorials on computer registers for RFR land	64
3.28	[Deleted]	65
3.29	Removal of memorials when land to be transferred or vested	65
3.29A	Removal of memorials when RFR period ends	66
<i>General provisions</i>		
3.30	Time limits must be strictly complied with	66
3.31	Waiver and variation	67
3.32	[Deleted]	67
3.33	Disposal of Crown bodies not affected	67
Schedule 1		68
Statutory areas		
Schedule 2		69
Cultural redress properties		
Schedule 3		75
Provisions applying to Harbour Islands Kaitiaki Board		



Schedule 4
Notices in relation to RFR land

77

The Parliament of New Zealand enacts as follows:

- 1 Title**
This Act is the Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) Claims Settlement Act **2008**.
- 2 Commencement**
This Act comes into force on the day after the date on which it receives the Royal assent.

Part 1
Purpose of Act, interpretation, settlement
of historical claims, and miscellaneous
matters

Subpart 1—Purpose of Act

- 1.1 Purpose**
The purpose of this Act is to give effect to certain provisions of the deed of settlement, which is a deed that settles the historical claims of Taranaki Whānui ki Te Upoko o Te Ika.
- 1.2 Act binds the Crown**
This Act binds the Crown.
- 1.3 Outline**
 - (1) This section is a guide to the overall scheme and effect of this Act, but does not affect the interpretation or application of the other provisions of this Act or the deed of settlement.
 - (2) This Part—
 - (a) sets out the purpose of this Act and specifies that it binds the Crown; and



- (b) defines terms used in this Act, including key terms such as Taranaki Whānui ki Te Upoko o Te Ika and historical claims; and
 - (c) provides that the settlement of the historical claims is final; and
 - (d) 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) consequential amendments 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, the timing of actions or matters provided for in this Act, and access to the deed of settlement.
- (3) **Part 2** provides for cultural redress, including—
- (a) protocols to be issued to the trustees by the Minister of Conservation, the Minister of Fisheries, and the Minister for Arts, Culture and Heritage; and
 - (b) an acknowledgement by the Crown of the statements made by Taranaki Whānui ki Te Upoko o Te Ika of their cultural, spiritual, historical, and traditional association with 13 statutory areas, and the effect of that acknowledgement; and
 - (c) a deed of recognition between the Crown and the trustees; and
 - (d) the vesting in the trustees of the fee simple estate in 18 cultural redress properties and subsequent management arrangements in relation to the 2 sites that are lakebed and esplanade land and the 7 reserve sites (including the 4 Harbour Islands reserves); and
 - (e) the alteration of place names.
- (4) **Part 3** provides for commercial redress, including—
- (a) the transfer of deferred selection properties to the trustees to give effect to the deed of settlement; and
 - (b) the creation of computer registers, and the effect of registration, in relation to the deferred selection properties; and

- (c) the application of other enactments in relation to the transfer of deferred selection properties; and
 - (d) a right of first refusal in relation to RFR land that may be exercised by the trustees.
- (5) There are 4 schedules that—
- (a) describe the 13 statutory areas to which the statutory acknowledgement relates;
 - (b) describe the 18 cultural redress properties;
 - (c) set out provisions relating to the Harbour Islands Kaitiaki Board;
 - (d) set out provisions that apply to notices given in relation to RFR land.

Subpart 2—Interpretation

1.4 Interpretation of Act generally

It is the intention of Parliament that the provisions of this Act are interpreted in a manner that best furthers the agreements expressed in the deed of settlement.

1.5 Interpretation

In this Act, unless the context requires another meaning,—

actual deferred settlement date, in relation to a deferred selection property, means the date on which settlement of the property takes place under clause 4.66 of the provisions schedule of the deed of settlement

aquatic life has the meaning given to it in section 2(1) of the Conservation Act 1987

authorised person,—

- (a) in respect of a cultural redress property, has the meaning given to it in **section 2.56(7)**; and
- (b) in respect of a deferred selection property, has the meaning given to it in **section 3.2(5)**

business day means the period from 9 am to 5 pm on any 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 commencing with 25 December in any year and ending with the close of 15 January in the following year; and
- (c) the day observed as the anniversary of the province of Wellington

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

consent authority has the meaning given to it in section 2(1) of the Resource Management Act 1991

conservation document means a conservation management plan, conservation management strategy, freshwater fisheries management plan, or national park management plan

conservation management plan has the meaning given to it in section 2(1) of the Conservation Act 1987

conservation management strategy has the meaning given to it in section 2(1) of the Conservation Act 1987

control, for the purposes of **paragraph (d)** of the definition of Crown body, means,—

- (a) in relation to a company, control of the composition of its board of directors; and
- (b) in relation to another body, control of the composition of the group that would be its board of directors if the body were a company

Crown—

- (a) has the meaning given to it in section 2(1) of the Public Finance Act 1989; and
- (b) for the purposes of **subpart 1 of Part 3**, includes the New Zealand Railways Corporation

Crown body means—

- (a) a Crown entity (as defined in 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 any 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 of, or related company to, a company or body referred to in **paragraph (d)**

cultural redress property has the meaning given to it in **section 2.23(1)**

deed of recognition means a deed of recognition entered into by the Minister of Conservation and the trustees under **section 2.16(a)**, including any amendments made under **section 2.16(b)**

deed of settlement and deed—

- (a) mean the deed of settlement dated 19 August 2008 and signed by—
 - (i) the Minister in Charge of Treaty of Waitangi Negotiations, the Honourable Dr Michael Cullen, and the Minister of Māori Affairs, the Honourable Parekura Horomia, for the Crown; and
 - (ii) Professor Ralph Heberley Ngatata Love, Kevin Hikaia Amohia, Neville McClutchie Baker, Spencer Waemura Carr, June Te Raumange Jackson, Dr Catherine Maarie Amohia Love, Hinekehu Ngaki Dawn McConnell, Rebecca Elizabeth Mellish, Dr Ihakara Porutu Puketapu, Sir Paul Alfred Reeves, and Mark Te One for Taranaki Whānui ki Te Upoko o Te Ika and for the Port Nicholson Block Settlement Trust; and
- (b) include—
 - (i) the schedules of and any attachments to the deed; and
 - (ii) any amendments to the deed or its schedules and attachments

deferred selection property means a property described in subpart H of Part 4 of the provisions schedule of the deed of settlement

Director-General means the Director-General of Conservation

DOC protocol means a protocol issued by the Minister of Conservation under **section 2.1(1)(a)**, including any amendments made under **section 2.1(1)(b)**

DOC protocol area means the area shown on the map attached to the DOC protocol

effective date means the date that is 6 months after the settlement date

encumbrance means a lease, tenancy, licence, licence to occupy, easement, covenant, or other right affecting a property

fisheries protocol means a protocol issued by the Minister of Fisheries under **section 2.1(1)(a)**, including any amendments made under **section 2.1(1)(b)**

fisheries protocol area means the area shown on the map attached to the fisheries protocol, together with the adjacent waters

freshwater fisheries management plan has the meaning given to it in section 2(1) of the Conservation Act 1987

Historic Places Trust means the New Zealand Historic Places Trust (Pouhere Taonga) continued under section 38 of the Historic Places Act 1993

historical claims has the meaning given to it in **section 1.7**

land holding agency, in relation to a deferred selection property, means the land holding agency specified for that property in subpart H of Part 4 of the provisions schedule of the deed of settlement

LINZ means Land Information New Zealand

local authority has the meaning given to it in section 5(1) of the Local Government Act 2002

member of Taranaki Whānui ki Te Upoko o Te Ika means every individual referred to in **section 1.6(1)(a)**

Ministry for Culture and Heritage protocol means a protocol issued by the Minister for Arts, Culture and Heritage under **section 2.1(1)(a)**, including any amendments made under **section 2.1(1)(b)**

national park management plan has the same meaning as management plan in section 2 of the National Parks Act 1980

Handwritten signature and initials, possibly 'lcc', at the bottom right of the page.

Port Nicholson Block Settlement Trust means the trust established by the Port Nicholson Block Settlement Trust deed

Port Nicholson Block Settlement Trust deed—

- (a) means the deed of trust establishing the Port Nicholson Block Settlement Trust, dated 11 August 2008; and
- (b) includes—
 - (i) the schedules of the deed of trust; and
 - (ii) any amendments to the deed of trust or its schedules

protocol means a protocol issued under **section 2.1(1)(a)**, including any amendments made under **section 2.1(1)(b)**

regional council has the meaning given to it in 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 to it in section 2(3) of the Companies Act 1993

relevant consent authority means a consent authority of a region or district that contains, or is adjacent to, a statutory area

representative entity means—

- (a) the trustees; and
- (b) any person (including any trustees) acting for, or on behalf of,—
 - (i) the collective group referred to in **section 1.6(1)(a)**; or
 - (ii) 1 or more of the whānau, hapū, or groups that together form the collective group referred to in **section 1.6(1)(a)**; or
 - (iii) 1 or more members of Taranaki Whānui ki Te Upoko o Te Ika

resource consent has the meaning given to it in section 2(1) of the Resource Management Act 1991

responsible department means, as the case may be, 1 of the following departments of State:

- (a) the Department of Conservation;
- (b) the Ministry of Fisheries;
- (c) the Ministry for Culture and Heritage:

- (d) any other department of State authorised by the Prime Minister to exercise powers or perform functions and duties under **subpart 1 of Part 2**

responsible Minister means, as the case may be, 1 of the following Ministers:

- (a) the Minister of Conservation;
(b) the Minister of Fisheries;
(c) the Minister for Arts, Culture and Heritage;
(d) any other Minister of the Crown authorised by the Prime Minister to exercise powers or perform functions and duties under **subpart 1 of Part 2**

RFR land has the meaning given to it in **section 3.5**

settlement date means the date that is 20 business days after the date on which this Act comes into force

settlement document means a document entered into by the Crown to give effect to the deed of settlement, being—

- (a) each protocol; and
(b) the deed of recognition

settlement property means—

- (a) each cultural redress property; and
(b) each deferred selection property; and
(c) all RFR land

statements of association has the meaning given to it in **section 2.7(2)**

statutory acknowledgement means the acknowledgement made by the Crown in **section 2.7** in respect of each statutory area, on the terms set out in **subpart 2 of Part 2**

statutory area means an area described in **Schedule 1**, the general location of which is indicated on the SO plan referred to in relation to that area in **Schedule 1** (but which does not establish the precise boundaries of the statutory area)

statutory plan—

- (a) means a district plan, proposed plan, regional coastal plan, regional plan, or regional policy statement as defined in section 2(1) of the Resource Management Act 1991; and
(b) includes a proposed policy statement provided for in Schedule 1 of the Resource Management Act 1991

subsidiary has the meaning given to it in section 5 of the Companies Act 1993

taonga tūturu—

- (a) has the meaning given to it in section 2(1) of the Protected Objects Act 1975; and
- (b) includes ngā taonga tūturu (which has the meaning given to it in section 2(1) of that Act)

Taranaki area means the area within the claimants' boundaries shown in figure 4 of the Taranaki Report—Kaupapa Tutatahi of the Waitangi Tribunal (submitted to the Minister in Charge of Treaty of Waitangi Negotiations and the Minister of Maori Affairs on 14 June 1996)

trustees of the Port Nicholson Block Settlement Trust and **trustees** means the trustees from time to time of the Port Nicholson Block Settlement Trust.

1.6 Meaning of Taranaki Whānui ki Te Upoko o Te Ika

(1AA) This section is subject to clause 8.2.3 of the deed of settlement.

- (1) In this Act, **Taranaki Whānui ki Te Upoko o Te Ika** means—
 - (a) the collective group composed of individuals who—
 - (i) descend from 1 or more of the recognised ancestors of the following iwi:
 - (A) Te Atiawa:
 - (B) Ngāti Tama:
 - (C) Taranaki:
 - (D) Ngāti Ruanui:
 - (E) other iwi from the Taranaki area (for example, Ngāti Mutunga); and
 - (ii) also descend from 1 or more of—
 - (A) the original signatories of the 27 September 1839 Port Nicholson Block purchase deed; and
 - (B) the persons listed in the Schedule to the Declaration of the Native Land Court in Wellington dated 11 April 1888; and
 - (C) other persons not referred to in **subsub-paragraph (A) or (B)**, but who exercised customary rights in the Port Nicholson

Block, Wellington District, on or after 6 February 1840 by virtue of being descended from 1 or more of the recognised ancestors of the iwi referred to in **paragraph (a)(i)**; and

- (b) any whānau, hapū, or group (including a group composed of the beneficiaries of the Wellington Tenths Trust and a group composed of the beneficiaries of the Palmerston North Māori Reserves Trust) to the extent that it is composed of individuals referred to in **paragraph (a)**; and
 - (c) every individual referred to in **paragraph (a)**.
- (2) In **subsection (1)(a)**, a person is descended from another person if the first person is descended from the other by—
- (a) birth; or
 - (b) legal adoption; or
 - (c) Māori customary adoption in accordance with Taranaki Whānui ki Te Upoko o Te Ika tikanga (customary values and practices).
- (3) In **subsection (1)(a)**,—
- 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
- Taranaki area** has the same meaning as in **section 1.5**.

1.7 Meaning of historical claims

- (1) In this Act, **historical claims**—
- (a) 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 Taranaki Whānui ki Te Upoko o Te Ika (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—
 - (i) is, or is founded on, a right arising—
 - (A) from the Treaty of Waitangi or its principles; or
 - (B) under legislation; or



- (C) at common law (including aboriginal title or customary law); or
 - (D) from fiduciary duty; or
 - (E) otherwise; and
 - (ii) arises from, or relates to, acts or omissions before 21 September 1992—
 - (A) by, or on behalf of, the Crown; or
 - (B) by or under legislation; and
 - (b) includes every claim to the Waitangi Tribunal to which **paragraph (a)** applies that relates exclusively to Taranaki Whānui ki Te Upoko o Te Ika (or a representative entity), including—
 - (i) Wai 105—Hutt Section 19 claim; and
 - (ii) Wai 145—Port Nicholson Block claim; and
 - (iii) Wai 183—Korokoro Urupā claim; and
 - (iv) Wai 377—Kaiwharawhara and Hutt claim; and
 - (v) Wai 442—Waiwhetu Pā land claim; and
 - (vi) Wai 562—Pipitea Pā and street properties claim; and
 - (vii) Wai 571—Section 1, Pipitea Street (resumption) claim; and
 - (viii) Wai 660—Hutt Section 19 (part of) claim; and
 - (ix) Wai 734—Whanganui a Tara (Ngāti Mutunga) claim; and
 - (x) Wai 735—Whanganui a Tara (Ngāti Tama) claim; and
 - (c) includes every other claim to the Waitangi Tribunal to which **paragraph (a)** applies so far as it relates to Taranaki Whānui ki Te Upoko o Te Ika (or a representative entity).
- (2) However, **historical claims** does not include the following claims:
- (a) a claim that a member of Taranaki Whānui ki Te Upoko o Te Ika, or a whānau, hapū, or group referred to in **section 1.6(1)(b)**, 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 **section 1.6(1)(a)**;
 - (b) a claim that a member of Taranaki Whānui ki Te Upoko o Te Ika, or a whānau, hapū, or group referred to in



- section 1.6(1)(b)**, may have in relation to an excluded area:
- (c) a claim that a representative entity may have to the extent the claim is, or is founded on, a claim referred to in **paragraph (a) or (b)**.
- (3) In **subsection (2)(b)**, **excluded area** means each of the following areas to the extent it is land within New Zealand:
- (a) the South Island;
- (b) the Chatham Islands;
- (c) the Taranaki area;
- (d) the Kapiti Coast.
- (4) In **subsection (3)**,—
- Kapiti Coast** means the district of the Kapiti Coast District Council as at the date of the deed of settlement
- land within New Zealand** means land within the baseline described in sections 5, 6, and 6A of the Territorial Sea, Contiguous Zone, and Exclusive Economic Zone Act 1977 (being the low-water mark along the coast of New Zealand, including the coast of all islands, except as otherwise provided in section 6 or 6A of that Act)
- Taranaki area** has the same meaning as in **section 1.5**.
- (5) To avoid doubt, **subsection (1)(a)** is not limited by **subsection (1)(b) or (c)**.

Subpart 3—Settlement of historical claims

Historical claims settled and jurisdiction of courts, etc, removed

- 1.8 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, without limitation, the jurisdiction to

inquire or further inquire into, or to make a finding or recommendation) in respect of—

- (a) the historical claims; or
 - (b) the deed of settlement; or
 - (c) this Act; or
 - (d) the redress provided under the deed of settlement or this Act.
- (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 or this Act.

*Consequential amendment to Treaty of Waitangi
Act 1975*

1.9 Amendment to Treaty of Waitangi Act 1975

- (1) This section amends the Treaty of Waitangi Act 1975.
- (2) Schedule 3 is amended by inserting the following item in the appropriate alphabetical order: “Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) Claims Settlement Act **2008, section 1.8(4) and (5).**”

1.10 [Deleted]
[Deleted].

Protections no longer apply

1.11 Certain enactments do not apply

- (1) Nothing in the enactments listed in **subsection (2)** applies—
 - (a) to a settlement property; or
 - (b) for the benefit of Taranaki Whānui ki Te Upoko o Te Ika 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.

- (3) However, this section applies to a deferred selection property only if—
- (a) the trustees elect to purchase the property under paragraph 4.7 of the provisions schedule of the deed of settlement; and
 - (b) the purchase is settled under clause 4.66 of that schedule.

1.12 Removal of memorials

- (1) The chief executive of LINZ must issue to the Registrar-General a certificate that identifies (by reference to the relevant legal description, certificate of title, or computer register) each allotment that is—
- (a) all or part of a settlement property; and
 - (b) contained in a certificate of title or computer register that has a memorial entered under any enactment referred to in **section 1.11(2)**.
- (2) The chief executive of LINZ must issue a certificate under **subsection (1)** as soon as is reasonably practicable after—
- (a) the settlement date, in the case of a settlement property that is not a deferred selection property; or
 - (b) the actual deferred settlement date, in the case of a deferred selection property.
- (3) Each certificate must state that it is issued under this section.
- (4) The Registrar-General must, as soon as is reasonably practicable after receiving a certificate issued under **subsection (1)**,—
- (a) register the certificate against each certificate of title or computer register identified in the certificate; and
 - (b) cancel, in respect of each allotment identified in the certificate, each memorial that is entered (in accordance with any enactment referred to in **section 1.11(2)**) on a certificate of title or computer register identified in the certificate.



Subpart 4—Miscellaneous matters

Perpetuities

1.13 Rule against perpetuities does not apply

- (1) Neither the rule against perpetuities nor any provisions of the Perpetuities Act 1964—
 - (a) prescribe or restrict the period during which—
 - (i) the Port Nicholson Block Settlement Trust may exist in law; or
 - (ii) the trustees, in their capacity as trustees, may hold or deal with property (including income derived from property); or
 - (b) apply to a settlement document if the application of that rule or the provisions of that Act would otherwise make the document, or a right conferred by the document, invalid or ineffective.
- (2) However, if the Port Nicholson Block Settlement Trust is, or becomes, a charitable trust, the application (if any) of the rule against perpetuities or any provision of the Perpetuities Act 1964 to that trust must be determined under the general law.

Timing of actions or matters

1.14 Timing of actions or matters

- (1) Actions or matters occurring under this Act occur or take effect on and from the settlement date.
- (2) However, if a provision of this Act requires an action or matter to occur or take effect on a date other than the settlement date, that action or matter occurs or takes effect on and from that other date.

Access to deed of settlement

1.15 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 on any business day; and

- (b) free of charge on an Internet site maintained by or on behalf of the Ministry of Justice.

Part 2

Cultural redress

Subpart 1—Protocols

General provisions

2.1 Authority to issue, amend, or cancel protocols

- (1) Each responsible Minister may—
 - (a) issue a protocol to the trustees in the form set out in Part 1 of the documents schedule of the deed of settlement; and
 - (b) amend or cancel that protocol.
- (2) A protocol may be amended or cancelled under **subsection (1)** at the initiative of either—
 - (a) the trustees; or
 - (b) the responsible Minister.
- (3) The responsible Minister may amend or cancel a protocol only after consulting with, and having particular regard to the views of, the trustees.

2.2 Protocols subject to rights, functions, and obligations

Protocols do not restrict—

- (a) the ability of the Crown to exercise its powers and perform its functions and duties in accordance with the law and government policy, which includes (without limitation) the ability to—
 - (i) introduce legislation and change government policy; and
 - (ii) interact or consult with a person the Crown considers appropriate, including (without limitation) any iwi, hapū, marae, whānau, or other representative of tangata whenua; or
- (b) the responsibilities of a responsible Minister or a responsible department; or
- (c) the legal rights of Taranaki Whānui ki Te Upoko o Te Ika or a representative entity.

2.3 Enforceability of protocols

- (1) The Crown must comply with a protocol while it is in force.
- (2) If the Crown fails, without good cause, to comply with a protocol, the trustees may, subject to the Crown Proceedings Act 1950, enforce the protocol.
- (3) Despite **subsection (2)**, damages or any form of monetary compensation are not available as a remedy for a failure by the Crown to comply with a protocol.
- (4) To avoid doubt,—
 - (a) **subsections (1) and (2)** do not apply to guidelines developed for the implementation of a protocol; and
 - (b) **subsection (3)** does not affect the ability of a court to award costs incurred by the trustees in enforcing the protocol under **subsection (2)**.

2.4 Limitation of rights

- (1) The DOC protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, land held, managed, or administered, or flora or fauna managed or administered, under—
 - (a) the Conservation Act 1987; or
 - (b) the enactments listed in Schedule 1 of that Act.
- (2) The fisheries protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, assets or other property rights (including in respect of fish, aquatic life, and seaweed) held, managed, or administered under any of the following enactments:
 - (a) the Fisheries Act 1996;
 - (b) the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992;
 - (c) the Maori Commercial Aquaculture Claims Settlement Act 2004;
 - (d) the Maori Fisheries Act 2004.
- (3) The Ministry for Culture and Heritage protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, taonga tūturu.

*Noting of DOC and fisheries protocols***2.5 Noting of DOC protocol**

- (1) A summary of the terms of the DOC protocol must be noted in the conservation documents affecting the DOC protocol area.
- (2) The noting of the DOC protocol is—
 - (a) for the purpose of public notice only; and
 - (b) not an amendment to the conservation documents for the purposes of section 17I of the Conservation Act 1987 or section 46 of the National Parks Act 1980.

2.6 Noting of fisheries protocol

- (1) A summary of the terms of the fisheries protocol must be noted in fisheries plans affecting the fisheries protocol area.
- (2) The noting of the fisheries protocol is—
 - (a) for the purpose of public notice only; and
 - (b) not an amendment to the fisheries plans for the purposes of section 11A of the Fisheries Act 1996.
- (3) In this section, **fisheries plan** means a plan approved or amended under section 11A of the Fisheries Act 1996.

Subpart 2—Statutory acknowledgement and deed of recognition*Statutory acknowledgement***2.7 Statutory acknowledgement by the Crown**

- (1) The Crown acknowledges the statements of association.
- (2) In this Act, **statements of association** means the statements—
 - (a) made by Taranaki Whānui ki Te Upoko o Te Ika of their particular cultural, spiritual, historical, and traditional association with each statutory area; and
 - (b) that are in the form set out in Part 2 of the documents schedule of the deed of settlement at the settlement date.

2.8 Purposes of statutory acknowledgement

- (1) The only purposes of the statutory acknowledgement are to—
 - (a) require relevant consent authorities, the Environment Court, and the Historic Places Trust to have regard to

- the statutory acknowledgement, as provided for in **sections 2.9 to 2.11**; and
- (b) require relevant consent authorities to forward summaries of resource consent applications to the trustees, as provided for in **section 2.13**; and
 - (c) enable the trustees and any member of Taranaki Whānui ki Te Upoko o Te Ika to cite the statutory acknowledgement as evidence of the association of Taranaki Whānui ki Te Upoko o Te Ika with the relevant statutory areas, as provided for in **section 2.14**.
- (2) This section does not limit **sections 2.17 to 2.19**.

2.9 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 forming an opinion, in accordance with sections 93 to 94C of the Resource Management Act 1991, as to whether the trustees are persons who may be adversely affected by the granting of a resource consent for activities within, adjacent to, or directly affecting, the statutory area.
- (2) **Subsection (1)** does not limit the obligations of a relevant consent authority under the Resource Management Act 1991.

2.10 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 determining under section 274 of the Resource Management Act 1991 whether the trustees are persons having an interest in proceedings greater than the public generally 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.

2.11 Historic Places Trust and Environment Court to have regard to statutory acknowledgement

- (1) On and from the effective date, the Historic Places Trust and the Environment Court must have regard to the statutory acknowledgement relating to a statutory area in forming an opinion under section 14(6)(a) or 20(1) of the Historic Places Act 1993, as the case may be, as to whether the trustees are (or, for the purpose of section 14(6)(a) of that Act, may be) persons directly affected in relation to an archaeological site within the statutory area.
- (2) In this section, **archaeological site** has the meaning given to it in section 2 of the Historic Places Act 1993.

2.12 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 the relevant provisions of **sections 2.7 to 2.15** in full, the descriptions of the statutory areas, and the statements of association.
- (3) The attachment of information to a statutory plan under this section is for the purpose of public information only, and the information is not—
 - (a) part of the statutory plan, unless adopted by the relevant consent authority; or
 - (b) subject to the provisions of Schedule 1 of the Resource Management Act 1991, unless adopted as part of the statutory plan.

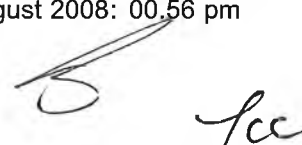
2.13 Distribution of resource consent applications to trustees

- (1) Each relevant consent authority must, for a period of 20 years from the effective date, forward to the trustees a summary of resource consent applications received by that consent authority for activities within, adjacent to, or directly affecting a statutory area.
- (2) The information provided under **subsection (1)** must be—

- (a) the same as would be given under section 93 of the Resource Management Act 1991 to persons likely to be adversely affected, or as may be agreed between the trustees and the relevant consent authority; and
 - (b) provided as soon as is reasonably practicable after each application is received, and before a determination is made on the application in accordance with sections 93 to 94C of the Resource Management Act 1991.
- (3) The trustees may, by notice in writing to a relevant consent authority,—
- (a) waive their rights to be notified under this section; and
 - (b) state the scope of that waiver and the period it applies for.
- (4) For the purposes of this section, a regional council dealing with an application to carry out a restricted coastal activity in a statutory area must be treated as if it were the relevant consent authority in relation to that application.
- (5) This section does not affect the obligation of a relevant consent authority to—
- (a) notify an application in accordance with sections 93 to 94C of the Resource Management Act 1991;
 - (b) form an opinion as to whether the trustees are persons who may be adversely affected under those sections.

2.14 Use of statutory acknowledgement

- (1) The trustees and any member of Taranaki Whānui ki Te Upoko o Te Ika may, as evidence of the association of Taranaki Whānui ki Te Upoko o Te Ika 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 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 is not, by virtue of the statutory acknowledgement, binding as fact on—
- (a) relevant consent authorities;
 - (b) the Environment Court;
 - (c) the Historic Places Trust;
 - (d) parties to proceedings before those bodies:



- (e) any other person who is entitled to participate in those proceedings.
- (3) Despite **subsection (2)**, the statutory acknowledgement may be taken into account by the bodies and persons specified in that subsection.
- (4) To avoid doubt,—
 - (a) neither the trustees nor members of Taranaki Whānui ki Te Upoko o Te Ika are precluded from stating that Taranaki Whānui ki Te Upoko o Te Ika 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.

2.15 Application of statutory acknowledgement to river, stream, or harbour

In relation to a statutory acknowledgement,—

harbour includes the bed of the harbour and everything above the bed.

river or stream—

- (a) means—
 - (i) a continuously or intermittently flowing body of fresh water, including a modified watercourse; and
 - (ii) the bed of the river or stream; but
- (b) does not include—
 - (i) a part of the bed of the river or stream that is not owned by the Crown; or
 - (ii) land that the waters of the river or stream do not cover at its fullest flow without overlapping its banks; or
 - (iii) an artificial watercourse; or
 - (iv) a tributary flowing into the river or stream.

Deed of recognition

2.16 Authorisation to enter into and amend deed of recognition

The Minister of Conservation may—



- (a) enter into a deed of recognition with the trustees, in the form set out in Part 3 of the documents schedule of the deed of settlement, in respect of the land within the following statutory areas:
 - (i) Rimutaka Forest Park:
 - (ii) Wainuiomata Scenic Reserve:
 - (iii) Turakirae Head Scientific Reserve; and
- (b) amend the deed of recognition by entering into a deed of amendment with the trustees.

General provisions

2.17 Exercise of powers and performance of duties and functions

- (1) Except as expressly provided in this subpart,—
 - (a) the statutory acknowledgement and the deed of recognition do not affect, and may not be taken into account by, a person exercising a power or performing a function or duty under legislation or a bylaw; and
 - (b) no person, in considering a matter or making a decision or recommendation under legislation or a bylaw, may give greater or lesser weight to the association of Taranaki Whānui ki Te Upoko o Te Ika with a statutory area (as described in a statement of association) than that person would give under the relevant legislation or bylaw if no statutory acknowledgement or deed of recognition existed in respect of the statutory area.
- (2) **Subsection (1)(b)** does not affect the operation of **subsection (1)(a)**.

2.18 Rights not affected

Except as expressly provided in this subpart, the statutory acknowledgement and the deed of recognition do not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

2.19 Limitation of rights

Except as expressly provided in this subpart, the statutory acknowledgement and the deed 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.

*Consequential amendment to Resource
Management Act 1991*

2.20 Amendment to Resource Management Act 1991

- (1) This section amends the Resource Management Act 1991.
- (2) Schedule 11 is amended by inserting the following item in the appropriate alphabetical order: “Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) Claims Settlement Act **2008**.”

2.21 [Deleted]
[Deleted].

Subpart 3—The Crown not prevented from
providing other similar redress

**2.22 The Crown not prevented from providing other similar
redress**

- (1) The provision of the specified cultural redress does not prevent the Crown from doing anything that is consistent with that cultural redress, including—
 - (a) providing, or agreeing to introduce legislation providing or enabling, the same or similar redress to a person other than Taranaki Whānui ki Te Upoko o Te Ika or the trustees; or
 - (b) disposing of land.
- (2) However, **subsection (1)** is not an acknowledgement by the Crown or Taranaki Whānui ki Te Upoko o Te Ika that any other iwi or group has interests in relation to land or an area to which any of the specified cultural redress relates.
- (3) In this section, **specified cultural redress** means the protocols, the statutory acknowledgement, and the deed of recognition.

Subpart 4—Vesting of cultural redress
properties

2.23 Interpretation

- (1) In this Act, **cultural redress property** means any of the following sites, and each site means the land described by that name in **Schedule 2**:
- (a) 1 Thorndon Quay:
 - (b) 81–87 Thorndon Quay:
 - (c) the Waiwhetu Road site:
 - (d) the former Wainuiomata College site:
 - (e) the former Wainuiomata Intermediate School site:
 - (f) the former Waiwhetu School site:
 - (g) the Pipitea Marae site:
 - (h) the dendroglyph site:
 - (i) the urupā site:
 - (j) the bed of Lake Kohangatera and the Lake Kohangatera esplanade land (together comprising 1 site):
 - (k) the bed of Lake Kohangapiripiri and the Lake Kohangapiripiri esplanade land (together comprising 1 site):
 - (l) Wi Tako Scenic Reserve:
 - (m) Point Dorset Recreation Reserve:
 - (n) the Korokoro Gateway site:
 - (o) Makaro Scientific Reserve:
 - (p) Mokopuna Scientific Reserve:
 - (q) Matiu Scientific Reserve:
 - (r) Matiu Historic Reserve.
- (2) In this subpart, **subpart 5**, and **Schedules 2 and 3**—
- bed of Lake Kohangapiripiri** means the land described by that name in the second column of **Schedule 2**
- bed of Lake Kohangatera** means the land described by that name in the second column of **Schedule 2**
- Crown stratum** means the part of Lake Kohangatera and the part of Lake Kohangapiripiri comprising the space occupied by water and the space occupied by air above the water
- Harbour Islands Kaitiaki Board** means the Board referred to in **section 2.54**

Harbour Islands reserves means Makaro Scientific Reserve, Mokopuna Scientific Reserve, Matiu Scientific Reserve, and Matiu Historic Reserve

Lake Kohangapiripiri means the bed of Lake Kohangapiripiri and the Crown stratum above the bed

Lake Kohangapiripiri esplanade land means the land described by that name in the second column of **Schedule 2**

Lake Kohangatera means the bed of Lake Kohangatera and the Crown stratum above the bed

Lake Kohangatera esplanade land means the land described by that name in the second column of **Schedule 2**

lakebeds and esplanade land means—

- (a) the bed of Lake Kohangatera and the Lake Kohangatera esplanade land; and
- (b) the bed of Lake Kohangapiripiri and the Lake Kohangapiripiri esplanade land

Minister means the Minister of Conservation

reserve site means each of the following cultural redress properties:

- (a) Wi Tako Scenic Reserve:
- (b) Point Dorset Recreation Reserve:
- (c) the Korokoro Gateway site:
- (d) Makaro Scientific Reserve:
- (e) Mokopuna Scientific Reserve:
- (f) Matiu Scientific Reserve:
- (g) Matiu Historic Reserve.

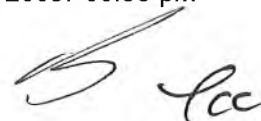
Sites vest in fee simple

2.24 1 Thorndon Quay

The fee simple estate in 1 Thorndon Quay vests in the trustees.

2.25 81–87 Thorndon Quay

The fee simple estate in 81–87 Thorndon Quay vests in the trustees.



2.26 Waiwhetu Road site

The fee simple estate in the Waiwhetu Road site vests in the trustees.

2.27 Former Wainuiomata College site

The fee simple estate in the former Wainuiomata College site vests in the trustees.

2.28 Former Wainuiomata Intermediate School site

The fee simple estate in the former Wainuiomata Intermediate School site vests in the trustees.

2.29 Former Waiwhetu School site

The fee simple estate in the former Waiwhetu School site vests in the trustees.

2.30 Pipitea Marae site

- (1) The part of the Pipitea Marae site that was formerly Section 1 SO 406978 ceases to be held under the Public Works Act 1981 for the purposes of buildings of general government and public buildings of the general government.
- (2) Any part of the Pipitea Marae site that is subject to section 15 of the Maori Purposes Act 1969 or section 9 of the Maori Purposes Act 1974 ceases to be—
 - (a) subject to those sections; and
 - (b) held for the purposes specified in those sections.
- (3) The fee simple estate in the part of the Pipitea Marae site referred to in **subsection (2)** vests in the Crown as Crown land subject to the Land Act 1948.
- (4) The fee simple estate in the Pipitea Marae site vests in the trustees.
- (5) Despite **subsection (4)**, any improvements to the Pipitea Marae site do not vest in the trustees.
- (6) The Pipitea Marae site is not rateable under the Local Government (Rating) Act 2002, except under section 9 of that Act, while the land is used for the purposes of a marae.



*Sites vest in fee simple to be administered as
Maori reservations*

2.31 Dendroglyph site

- (1) The reservation of the dendroglyph site as a recreation reserve subject to section 17 of the Reserves Act 1977 is revoked.
- (2) The fee simple estate in the dendroglyph site vests in the Crown as Crown land subject to the Land Act 1948.
- (3) The fee simple estate in the dendroglyph site vests in the trustees.
- (4) The dendroglyph site is 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 place of cultural and historical interest; and
 - (b) to be held for the benefit of Taranaki Whānui ki Te Upoko o Te Ika.
- (5) The dendroglyph site is not rateable under the Local Government (Rating) Act 2002, except under section 9 of that Act.
- (6) Wellington Regional Council must provide the trustees with a registrable right of way easement in favour of the dendroglyph site in the form set out in Part 4 of the documents schedule of the deed of settlement.
- (7) An easement granted in accordance with **subsection (6)** is—
 - (a) enforceable in accordance with its terms, despite the provisions of the Reserves Act 1977; and
 - (b) to be treated as having been granted in accordance with that Act.

2.32 Urupā site

- (1) The fee simple estate in the urupā site vests in the trustees.
- (2) The urupā site is 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 Taranaki Whānui ki Te Upoko o Te Ika.
- (3) The urupā site is not rateable under the Local Government (Rating) Act 2002, except under section 9 of that Act.



cc

- (4) However, **subsections (1) to (3)** do not apply unless—
- (a) the trustees provide MEL (West Wind) Limited with a registrable right of way easement and a registrable memorandum of encumbrance in relation to the urupā site; and
 - (b) the trustees and the Crown provide MEL (West Wind) Limited and Meridian Energy Limited with a signed deed of covenants; and
 - (c) not later than 3 years after the settlement date, any requirements under the Resource Management Act 1991 are met (including the obtaining of any resource consents) that are necessary to—
 - (i) use the site as an urupā; and
 - (ii) form the right of way to the specifications described in the easement referred to in **paragraph (a)**.
- (4A) Each document referred to in **subsection (4)(a) and (b)** must be provided in the form set out in Part 4 of the documents schedule of the deed of settlement.
- (5) An easement or encumbrance granted in accordance with **subsections (4) and (4A)** is—
- (a) enforceable in accordance with its terms, despite the provisions of Te Ture Whenua Maori Act 1993; and
 - (b) to be treated as having been granted in accordance with that Act.
- (6) The vesting under **subsection (1)** occurs on the date that is the later of—
- (a) settlement date; or
 - (b) the date by which all the matters referred to in **subsection (4)** are met.

*Sites vest in fee simple subject to conservation
covenant*

2.33 Bed of Lake Kohangatera and Lake Kohangatera esplanade land

- (1) The reservation of the Lake Kohangatera esplanade land as a local purpose (esplanade) reserve subject to section 23 of the Reserves Act 1977 is revoked.

- (2) The fee simple estate in the Lake Kohangatera esplanade land vests in the Crown as Crown land subject to the Land Act 1948.
- (3) The reservation of Lake Kohangatera as a government purpose reserve for wildlife management purposes subject to section 22 of the Reserves Act 1977 is revoked.
- (4) The fee simple estate in the bed of Lake Kohangatera and the Lake Kohangatera esplanade land vests in the trustees.
- (5) The bed of Lake Kohangatera and the Lake Kohangatera esplanade land is not rateable under the Local Government (Rating) Act 2002, except under section 9 of that Act.
- (6) **Subsections (1) to (5)** are subject to the trustees providing the Crown with a registrable covenant in relation to the lakebeds and esplanade land in the form set out in Part 4 of the documents schedule of the deed of settlement.
- (7) The covenant referred to in **subsection (6)** 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.

2.34 Bed of Lake Kohangapiripiri and Lake Kohangapiripiri esplanade land

- (1) The part of Lake Kohangapiripiri that is Section 1 SO 406979 ceases to be held under the Public Works Act 1981 for the purposes of a main sewer outfall.
- (2) The reservation of the Lake Kohangapiripiri esplanade land as a local purpose (esplanade) reserve subject to section 23 of the Reserves Act 1977 is revoked.
- (3) The fee simple estate in the part of Lake Kohangapiripiri that is Section 1 SO 406979 and in the Lake Kohangapiripiri esplanade land vests in the Crown as Crown land subject to the Land Act 1948.
- (4) Any reservation of Lake Kohangapiripiri as a government purpose reserve for wildlife management purposes subject to section 22 of the Reserves Act 1977 is revoked.
- (5) The fee simple estate in the bed of Lake Kohangapiripiri and the Lake Kohangapiripiri esplanade land vests in the trustees.
- (6) The bed of Lake Kohangapiripiri and the Lake Kohangapiripiri esplanade land is not rateable under the Local



Government (Rating) Act 2002, except under section 9 of that Act.

- (7) **Subsections (1) to (6)** are subject to the trustees providing the Crown with the registrable covenant referred to in **section 2.33(6)**.

2.35 Lake Kohangatera and Lake Kohangapiripiri Scientific Reserve

- (1) The Crown stratum above the bed of Lake Kohangatera and the bed of Lake Kohangapiripiri is declared a reserve and classified as a scientific reserve subject to section 21 of the Reserves Act 1977.
- (2) The reserve created by **subsection (1)** is named Lake Kohangatera and Lake Kohangapiripiri Scientific Reserve, despite section 16(10) of the Reserves Act 1977.

2.36 Lawful access or use, and recreational activities, in relation to lakes

- (1) Despite the vestings under **sections 2.33(4) and 2.34(5)**,—
- (a) any lawful right of access to, or use of, Lake Kohangatera or Lake Kohangapiripiri remains unaffected; and
 - (b) members of the public may carry out recreational activities in or on Lake Kohangatera or Lake Kohangapiripiri; and
 - (c) the trustees must not interfere with a member of the public carrying out a recreational activity in or on Lake Kohangatera or Lake Kohangapiripiri.
- (2) A **recreational activity** under **subsection (1)**—
- (a) for which any enactment requires a permit, licence, or other authorisation, must be carried out in accordance with the required authorisation:
 - (b) does not include an activity that—
 - (i) is unlawful under any enactment or bylaw; or
 - (ii) involves attaching a fixture to the bed of Lake Kohangatera or the bed of Lake Kohangapiripiri; or
 - (iii) involves a risk of a significant adverse effect to Lake Kohangatera or Lake Kohangapiripiri.

- (3) To avoid doubt, the vestings under **sections 2.33(4) and 2.34(5)** do not give any rights to, or impose any obligations on, the trustees in relation to—
- (a) the waters of Lake Kohangatera or Lake Kohangapiripiri; or
 - (b) the aquatic life of Lake Kohangatera or Lake Kohangapiripiri (other than the plants attached to the bed of Lake Kohangatera or the bed of Lake Kohangapiripiri).

2.37 Existing structures in or on lakebeds and esplanade land

- (1) Despite the vestings under **sections 2.33(4) and 2.34(5)**, an existing structure—
- (a) does not vest in the trustees; and
 - (b) may remain in or on the lakebeds and esplanade land without the consent of, and without charge by, the trustees; and
 - (c) may be used, occupied, accessed, repaired, maintained, removed, or demolished at any time without the consent of, and without charge by, the trustees.
- (1A) However, if the owner of an existing structure removes or demolishes it, the registered proprietors may require the owner to leave the lakebeds and esplanade land concerned in a clean and tidy condition.
- (2) In this section and **sections 2.38 and 2.39**, **existing structure** means a structure in or on any of the lakebeds and esplanade land to the extent that the structure existed on the settlement date.
- (3) A structure is an **existing structure** whether or not, at any time, it was or is unlawful or unauthorised.

2.38 Determination of matters relating to existing structures

Despite the vestings under **sections 2.33(4) and 2.34(5)**, a local authority must determine the following matters as if the lakebeds and esplanade land were owned by the Crown:

- (a) a person's application for a resource consent or building consent under the Resource Management Act 1991 or the Building Act 2004 to use, occupy, access, repair, maintain, remove, or demolish an existing structure; or

- (b) any attempt by a person to rectify the non-compliance of an existing structure with or under the Resource Management Act 1991 or the Building Act 2004.

2.39 Liability for existing structures

The trustees are not liable for an existing structure for which they would, apart from this section, be liable by reason of their ownership of any of the lakebeds and esplanade land.

2.40 New structures require consent of trustees

- (1) No person may erect or modify a structure in or on, or attach a structure to, any of the lakebeds and esplanade land, unless the trustees first give their written consent.
- (2) However, **subsection (1)** does not apply if—
 - (a) the activity relating to the structure is permitted or otherwise authorised under **section 2.37**; or
 - (b) **section 2.41** applies to the activity relating to the structure.
- (3) The trustees may impose conditions on the grant of their consent, including imposing a charge.

2.41 Authorisations not affected

- (1) To avoid doubt, the vestings under **sections 2.33(4) and 2.34(5)** do not limit or otherwise affect a right or authorisation provided by or under an enactment that does not require the consent of the owners of land—
 - (a) to undertake an activity in, on, or in relation to the lakebeds and esplanade land; or
 - (b) to exercise a power or perform a function or duty in, on, or in relation to the lakebeds and esplanade land.
- (2) The rights and authorisations referred to in **subsection (1)** include, but are not limited to, a right or authorisation to—
 - (a) place or install, permanently or temporarily, a structure of any kind in or on the lakebeds and esplanade land; or
 - (b) enter and remain on the lakebeds and esplanade land to carry out any activity, including to gain access to, or undertake an activity on, any structure placed or installed in or on the lakebeds and esplanade land.

*Sites vest in fee simple to be administered as
scenic, recreation, or local purpose reserves*

2.42 Wi Tako Scenic Reserve

- (1) The reservation of Wi Tako Scenic Reserve as a scenic reserve subject to section 19 of the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Wi Tako Scenic Reserve vests in the trustees.
- (3) Wi Tako Scenic Reserve is 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 created by **subsection (3)** is named Wi Tako Ngatata Scenic Reserve, despite section 16(10) of the Reserves Act 1977.
- (5) Upper Hutt City Council is the administering body of the reserve for the purposes of the Reserves Act 1977 and has the functions, obligations, and powers of an administering body under that Act, as if the reserve were vested in the Council under section 26 of that Act.

2.43 Point Dorset Recreation Reserve

- (1) The reservation of Point Dorset Recreation Reserve as a recreation reserve subject to section 17 of the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Point Dorset Recreation Reserve vests in the trustees.
- (3) Point Dorset Recreation Reserve is declared a reserve and classified as a recreation reserve subject to section 17 of the Reserves Act 1977.
- (4) The reserve created by **subsection (3)** is named Point Dorset Recreation Reserve, despite section 16(10) of the Reserves Act 1977.
- (5) Wellington City Council is the administering body of the reserve for the purposes of the Reserves Act 1977 and has the functions, obligations, and powers of an administering body under that Act, as if the reserve were vested in the Council under section 26 of that Act.



2.44 Korokoro Gateway site

- (1) The part of the Korokoro Gateway site that is a stewardship area under the Conservation Act 1987 ceases to be a stewardship area.
- (2) The fee simple estate in the Korokoro Gateway site vests in the trustees.
- (3) The Korokoro Gateway site is declared a reserve and classified as a local purpose reserve, for the purpose of cultural and community facilities, subject to section 23 of the Reserves Act 1977.
- (4) The reserve created by **subsection (3)** is named Honiana Te Puni Local Purpose Reserve, despite section 16(10) of the Reserves Act 1977.
- (5) Hutt City Council is the administering body of the reserve for the purposes of the Reserves Act 1977 and has the functions, obligations, and powers of an administering body under that Act, as if the reserve were vested in the Council under section 26 of that Act.
- (6) Any improvements on the Korokoro Gateway site do not vest in the trustees, despite the vesting under **subsection (2)**.

*Harbour Islands reserves vest in fee simple to
be administered as scientific or historic reserves*

2.45 Makaro Scientific Reserve

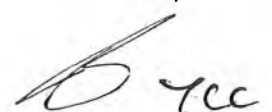
- (1) The reservation of Makaro Scientific Reserve as a scientific reserve subject to section 21 of the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Makaro Scientific Reserve vests in the trustees.
- (3) Makaro Scientific Reserve is declared a reserve and classified as a scientific reserve subject to section 21 of the Reserves Act 1977.
- (4) The reserve created by **subsection (3)** is named Makaro Scientific Reserve, despite section 16(10) of the Reserves Act 1977.

2.46 Mokopuna Scientific Reserve

- (1) Mokopuna Scientific Reserve ceases to be a wildlife refuge subject to the Wildlife Act 1953.
- (2) The reservation of Mokopuna Scientific Reserve as a scientific reserve subject to section 21 of the Reserves Act 1977 is revoked.
- (3) The fee simple estate in Mokopuna Scientific Reserve vests in the trustees.
- (4) Mokopuna Scientific Reserve is declared a reserve and classified as a scientific reserve subject to section 21 of the Reserves Act 1977.
- (5) The reserve created by **subsection (4)** is named Mokopuna Scientific Reserve, despite section 16(10) of the Reserves Act 1977.

2.47 Matiu Scientific Reserve

- (1) The part of Matiu Scientific Reserve that is Section 3 SO 20946 ceases to be—
 - (a) subject to section 74 of the Reserves and Other Lands Disposal and Public Bodies Empowering Act 1923; and
 - (b) held in trust, under that section, as a site for a lighthouse.
- (2) The fee simple estate in the part of Matiu Scientific Reserve that is Section 3 SO 20946 vests in the Crown as Crown land subject to the Land Act 1948.
- (3) Any reservation of Matiu Scientific Reserve as a scientific reserve subject to section 21 of the Reserves Act 1977 is revoked.
- (4) The fee simple estate in Matiu Scientific Reserve vests in the trustees.
- (5) Matiu Scientific Reserve is declared a reserve and classified as a scientific reserve subject to section 21 of the Reserves Act 1977.
- (6) The reserve created by **subsection (5)** is named Matiu Scientific Reserve, despite section 16(10) of the Reserves Act 1977.
- (7) **Subsections (1) to (6)** are subject to the trustees providing Wellington Regional Council with a registrable lease in relation to the part of Matiu Scientific Reserve that is Section 3 SO



20946 in the form set out in Part 4 of the documents schedule of the deed of settlement.

- (8) A lease granted in accordance with **subsection (7)** is—
- (a) enforceable in accordance with its terms, despite the provisions of the Reserves Act 1977; and
 - (b) to be treated as having been granted in accordance with that Act.
- (9) Despite the vesting under **subsection (4)**, any improvements in or on Matiu Scientific Reserve at the settlement date—
- (a) do not vest in the trustees; and
 - (b) may remain in or on the land without the consent of, and without charge by, the registered proprietors of the land; and
 - (c) may be used, occupied, accessed, repaired, maintained, removed, or demolished at any time without the consent of, and without charge by, the registered proprietors. However, if the owner of an improvement removes or demolishes it, the registered proprietors of the land may require the owner to leave the land concerned in a clean and tidy condition.
- (10) **Subsection (9)(b) and (c)** are subject to the terms of any lease granted in accordance with **subsection (7)**.

2.48 Matiu Historic Reserve

- (1) The reservation of Matiu Historic Reserve as a historic reserve subject to section 18 of the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Matiu Historic Reserve vests in the trustees.
- (3) Matiu Historic Reserve is declared a reserve and classified as a historic reserve subject to section 18 of the Reserves Act 1977.
- (4) The reserve created by **subsection (3)** is named Matiu Historic Reserve, despite section 16(10) of the Reserves Act 1977.
- (5) Despite the vesting under **subsection (2)**, any improvements in or on Matiu Historic Reserve at the settlement date—
 - (a) do not vest in the trustees; and
 - (b) may remain in or on the land without the consent of, and without charge by, the registered proprietors of the land; and



- (c) may be used, occupied, accessed, repaired, maintained, removed, or demolished at any time without the consent of, and without charge by, the registered proprietors. However, if the owner of an improvement removes or demolishes it, the registered proprietors of the land may require the owner to leave the land concerned in a clean and tidy condition.

*Application of Reserves Act 1977 to Harbour
Islands reserves*

2.49 Harbour Islands Kaitiaki Board to be administering body

The Harbour Islands Kaitiaki Board—

- (a) is the administering body of the Harbour Islands reserves for the purposes of the Reserves Act 1977; and
- (b) has the functions, obligations, and powers of an administering body under that Act, as if the reserves were vested in the Board under section 26 of that Act, except as provided in this subpart and **Schedule 3**.

2.50 Functions, obligations, and powers of Minister

- (1) The Minister of Conservation has, in respect of the Harbour Islands reserves, the functions, obligations, and powers that the Minister has under the Reserves Act 1977 in relation to a reserve not vested in the Crown, except as provided in **subsection (2)**, this subpart, and **Schedule 3**.
- (2) The Minister may not appoint a committee under section 9 of the Reserves Act 1977 in relation to the Harbour Islands reserves.

2.50A Functions, obligations, and powers of Director-General

- (1) The Director-General is responsible for managing the Harbour Islands reserves—
- (a) for the purposes specified in section 40(1) of the Reserves Act 1977; and
- (b) in accordance with that Act and any management plan prepared for the reserves by the Harbour Islands Kaitiaki Board.

- (2) The Director-General may, in performing the function under **subsection (1)**, do anything that he or she considers necessary for the management of the Harbour Islands reserves.

2.51 Modified application of certain provisions of Reserves Act 1977 in relation to Harbour Islands reserves

- (1) Section 41 of the Reserves Act 1977 applies in relation to the Harbour Islands reserves, except that—
- (a) instead of the requirements under section 41(1),—
 - (i) the Harbour Islands Kaitiaki Board must, within 24 months of becoming the administering body of the Harbour Islands reserves, prepare a management plan for the reserves; and
 - (ii) the Board must submit the management plan to the Minister and the chairperson of the Port Nicholson Block Settlement Trust for their approval; and
 - (b) the Minister and the chairperson of the Port Nicholson Block Settlement Trust may together extend the period specified in **paragraph (a)(i)**; and
 - (c) the Minister may not require the Board to review its management plan under section 41(4); and
 - (d) the following provisions do not apply:
 - (i) section 41(2) (Minister's power to extend the time within which the management plan must be submitted for approval);
 - (ii) section 41(6)(aa) (requirement to send copy of draft plan to designated officer);
 - (iii) section 41(7) (Minister's power to direct administering body to follow specified procedure if review of plan required under section 41(4));
 - (iv) section 41(15) (Minister's power to refuse to approve, or consent to, activity until plan approved).
- (2) Sections 42(1), 49, and 50 of the Reserves Act 1977 apply in relation to the Harbour Islands reserves as if references to the Minister were references to the Harbour Islands Kaitiaki Board.

- (3) Section 58 of the Reserves Act 1977 applies in relation to the Harbour Islands reserves, except that—
 - (a) section 58(a) and (d) do not apply; and
 - (b) the consent of the Minister is not required under section 58(b); and
 - (c) the parts of the reserves used as sites for residences on the commencement of this Act are to be treated as having been set apart as sites for residences under section 58(b).
- (4) Section 59A of the Reserves Act 1977 and Part 3B of the Conservation Act 1987 (as applied by that section) apply in relation to the Harbour Islands reserves as if—
 - (a) the reserves were vested in the Crown; and
 - (b) references to the Minister were references to the Harbour Islands Kaitiaki Board.
- (5) Despite section 78 of the Reserves Act 1977, the following money must be paid in accordance with the Public Finance Act 1989 into the Department's Departmental Bank Account and applied for the benefit of the Harbour Islands reserves:
 - (a) any rent, fee, royalty, or other amount received under a concession granted for a Harbour Islands reserve; and
 - (b) any other amount paid in accordance with the Reserves Act 1977 in respect of a Harbour Islands reserve.
- (6) Section 93 of the Reserves Act 1977 applies in relation to the Harbour Islands reserves, except that **officer** does not include any officer or employee of the Harbour Islands Kaitiaki Board.
- (7) Sections 94 to 105 and section 110 of the Reserves Act 1977 apply in relation to the Harbour Islands reserves as if references to the Commissioner or the administering body were references to the Director-General.

2.52 Certain provisions of Reserves Act 1977 do not apply in relation to Harbour Islands reserves

Sections 8(9) and (10), 15, 48, 48A, 58A, 59(2), 64, 74, 78, 79, 80, 81, 88, 89, 90, 113, 114, and 115 of the Reserves Act 1977 do not apply in relation to the Harbour Islands reserves.



2.53 Advice on conservation and other matters

The New Zealand Conservation Authority, the Wellington Conservation Board, the Minister, and the Director-General must consult with, and have regard to the views of, the Harbour Islands Kaitiaki Board in relation to each of the following matters to the extent the matter affects the Harbour Islands reserves:

- (a) conservation management:
- (b) conservation policy:
- (c) conservation documents:
- (d) annual business planning:
- (e) appointment of rangers.

2.54 Appointment of Harbour Islands Kaitiaki Board and other provisions that apply

The Harbour Islands Kaitiaki Board must be appointed in accordance with, and is subject to, the provisions set out in **Schedule 3**.

Subpart 5—General provisions relating to
vesting of cultural redress properties

2.55 Properties vest subject to, or together with, encumbrances

Each cultural redress property vests under **subpart 4** subject to, or together with, any encumbrances listed in relation to the property in **Schedule 2**.

2.56 Registration of ownership

- (1) This section applies to the fee simple estate in a cultural redress property vested in the trustees under **subpart 4**.
- (2) The Registrar-General must, on written application by an authorised person, comply with **subsections (3) and (4)**.
- (3) To the extent that a cultural redress property is all of the land contained in a computer freehold register, the Registrar-General must—
 - (a) register the trustees as the proprietors of the fee simple estate in the land; and

- (b) make any entries in the register, and do all other things, that are necessary to give effect to this Part and to Part 3 of the deed of settlement.
- (4) To the extent that a cultural redress 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 an application received from an authorised person,—
 - (a) create 1 or more computer freehold registers for the fee simple estate in the property in the names of the trustees; and
 - (b) enter on the register any encumbrances that are registered, notified, or notifiable and that are described in the application.
- (5) **Subsection (4)** applies subject to the completion of any survey necessary to create the 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 trustees and the Crown.
- (7) In **subsections (2) and (4)**, **authorised person** means a person authorised by—
 - (a) the chief executive of LINZ, in the case of 1 Thorndon Quay;
 - (b) the Secretary for Justice, in the case of—
 - (i) 81–87 Thorndon Quay;
 - (ii) the Waiwhetu Road site;
 - (iii) the former Wainuiomata College site;
 - (iv) the former Wainuiomata Intermediate School site;
 - (v) the urupā site;
 - (c) the Secretary for Education, in the case of the former Waiwhetu School site;
 - (d) the chief executive of Te Puni Kōkiri, in the case of the Pipitea Marae site;
 - (e) the Director-General, in all other cases.

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2.57 Application of Part 4A of Conservation Act 1987

- (1) The vesting of the fee simple estate in a cultural redress property under **subpart 4** 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)**,—
 - (a) section 24 of the Conservation Act 1987 does not apply to the vesting of a reserve site under **section 2.42(2), 2.43(2), 2.44(2), 2.45(2), 2.46(3), 2.47(4), or 2.48(2)**;
 - (b) Part 4A of the Conservation Act 1987 does not apply to the vesting of—
 - (i) the bed of Lake Kohangatera and the Lake Kohangatera esplanade land under **section 2.33(4)**; or
 - (ii) the bed of Lake Kohangapiripiri and the Lake Kohangapiripiri esplanade land under **section 2.34(5)**.
- (3) If the reservation, under **subpart 4**, of a reserve site is revoked in relation to all or part of the site, then the site's vesting referred to in **subsection (2)(a)** is no longer exempt from section 24 of the Conservation Act 1987 in relation to all or that part of the site, as the case may be.

2.58 Recording application of Part 4A of Conservation Act 1987 and sections of this Act

- (1) The Registrar-General must record on the computer freehold register for—
 - (a) a reserve site that the land is subject to Part 4A of the Conservation Act 1987, but that section 24 of that Act does not apply, and that the land is subject to **sections 2.57(3) and 2.61** of this Act; and
 - (b) the bed of Lake Kohangatera and the Lake Kohangatera esplanade land that Part 4A of the Conservation Act 1987 does not apply; and
 - (c) the bed of Lake Kohangapiripiri and the Lake Kohangapiripiri esplanade land that Part 4A of the Conservation Act 1987 does not apply; and

- (d) any other cultural redress property that the land is subject to Part 4A of the Conservation Act 1987.
- (2) A notification made under **subsection (1)** 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.
- (3) If the reservation, under **subpart 4**, of a reserve site 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 the computer freehold register for the site the notifications that—
 - (i) section 24 of the Conservation Act 1987 does not apply to the site; and
 - (ii) the site is subject to **sections 2.57(3) and 2.61** of this Act; or
 - (b) part of the site, then the Registrar-General must ensure that the notifications referred to in **paragraph (a)** remain only on the computer freehold register for the part of the site that remains a reserve.
- (4) The Registrar-General must comply with an application received in accordance with **subsection (3)(a)**.

2.59 Application of other enactments

- (1) Sections 24 and 25 of the Reserves Act 1977 do not apply to the revocation, under **subpart 4**, 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 4**; 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 4** 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.

2.60 Application of certain payments

The Minister of Conservation may direct that any intra-Crown payment for the following sites be paid and applied in the manner specified in section 82(1)(a) of the Reserves Act 1977:

- (a) the bed of Lake Kohangatera:
- (b) the bed of Lake Kohangapiripiri, except Section 1 SO 406979:
- (c) Wi Tako Scenic Reserve:
- (d) Point Dorset Recreation Reserve:
- (e) the Harbour Islands reserves, except the part of Matiu Scientific Reserve that is Section 3 SO 20946.

Provisions relating to reserve sites

2.61 Subsequent transfer of reserve land

- (1) This section applies to all, or the part, of a reserve site that, at any time after vesting in the trustees under **subpart 4**, remains a reserve under the Reserves Act 1977 (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 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.
- (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, 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) the written consent of the administering body of the reserve land; and
 - (d) any other document required for registration of the transfer instrument.
- (6) The new owners, from the time of registration under **subsection (4)**,—
- (a) are the administering body of the reserve land for the purposes of the Reserves Act 1977; and
 - (b) hold the reserve land for the same reserve purposes as it was held by the administering body immediately before the transfer.
- (7) Despite **subsections (1) and (2)**, this section does not apply to the transfer of the fee simple estate in 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.

2.61A Revocation of reservation of reserve site

If the reservation, under **subpart 4**, 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 of that Act, except subsection (2), does not apply to the revocation.



2.62 Trustees must not mortgage reserves

The registered proprietors of a reserve site must not mortgage, or give a security interest in, all or any part of the site that, at any time after vesting in the trustees under **subpart 4**, remains a reserve under the Reserves Act 1977.

2.63 Saving of bylaws, etc, in relation to reserve sites

- (1) This section applies to any bylaw, prohibition, permit, concession, or restriction on use or access that an administering body or the Minister made or granted under the Reserves Act 1977 or the Conservation Act 1987 in relation to a reserve site before the site vested in the trustees under **subpart 4**.
- (2) The bylaw, prohibition, permit, concession, or restriction on use or access remains in force until it expires or is revoked under the Reserves Act 1977 or the Conservation Act 1987.

2.63A Consequential repeal of enactments

The following enactments are repealed:

- (a) section 74 of the Reserves and Other Lands Disposal and Public Bodies Empowering Act 1923;
- (b) section 15 of the Maori Purposes Act 1969;
- (c) section 9 of the Maori Purposes Act 1974.

Subpart 6—Place names

2.64 Interpretation

In this subpart,—

new place name—

- (a) means a place name to which an existing place name is altered under **section 2.65(1)**; and
- (b) includes any alteration to a place name under **section 2.67**

New Zealand Geographic Board means the board established under section 3 of the New Zealand Geographic Board Act 1946.

2.65 New place names

- (1) Each existing place name specified in the first column of clause 5.13 of the deed of settlement (at the settlement date) is altered

to the new place name specified in the second column of that clause.

- (2) Except where this subpart expressly provides otherwise, the changes made under **subsection (1)** are to be treated as having been made—
 - (a) with the approval of the New Zealand Geographic Board; and
 - (b) in accordance with any enactment that applies to altering place names.

2.66 Publication of notice of new place names

- (1) The New Zealand Geographic Board must, as soon as practicable after the settlement date, publish a notice in the *Gazette*—
 - (a) specifying each new place name and its location and the existing place name being altered; and
 - (b) stating that the New Zealand Geographic Board may alter the new place names or their locations in accordance with **section 2.67**.
- (2) The New Zealand Geographic Board must, as soon as practicable after publication of the notice under **subsection (1)**, ensure that a copy of the notice is published in accordance with any enactment that applies to altering place names.
- (3) A copy of the *Gazette* notice published under **subsection (1)** is conclusive evidence that the new place names were altered on the date of the *Gazette* notice.

2.67 Alteration of new place names

- (1) Despite the provisions of any enactment that applies to altering place names, the New Zealand Geographic Board may, with the consent of the trustees, alter any new place name or its location.
- (2) **Section 2.66** applies, with any necessary modifications, to an alteration made under **subsection (1)**.

2.68 When new place name takes effect

Place names altered under **section 2.65 or 2.67** take effect on the date of the *Gazette* notice published under **section 2.66(1)**.

Part 3 Commercial redress

Subpart 1—Transfer of deferred selection properties

3.1 The Crown may transfer properties

- (1) To give effect to Part 6 of the deed of settlement, and Part 4 of the provisions schedule of the deed of settlement, the Crown (acting by and through the chief executive of the land holding agency or, in respect of land held under the Land Act 1948, the Commissioner of Crown Lands) is authorised to do 1 or both of the following:
 - (a) transfer the fee simple estate in a deferred selection property to the trustees:
 - (b) sign a transfer instrument or other document, or do any other thing to effect the transfer.
- (2) As soon as is reasonably practicable after the actual deferred settlement date for a deferred selection property, the chief executive of the land holding agency or, in respect of land held under the Land Act 1948, the Commissioner of Crown Lands must provide written notification of that date to the chief executive of LINZ for the purposes of **section 1.12**.

3.2 Registrar-General to create computer freehold register

- (1) This section applies to a deferred selection property to the extent that it 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.
- (2) The Registrar-General must, in accordance with a written application by an authorised person, and after completion of any necessary survey, create a computer freehold register in the name of the Crown—
 - (a) subject to, and together with, any encumbrances that are registered, notified, or notifiable and that are described in the written application; but
 - (b) without any statement of purpose.
- (3) The authorised person may grant a covenant to arrange for the later creation of a computer freehold register for a deferred selection property.

- (4) Despite the Land Transfer Act 1952,—
- (a) the authorised person may request the Registrar-General to register a covenant (as referred to in **subsection (3)**) under the Land Transfer Act 1952 by creating a computer interest register; and
 - (b) the Registrar-General must register the covenant in accordance with **paragraph (a)**.
- (5) In this section, **authorised person** means a person authorised by the chief executive of the land holding agency for the deferred selection property.

3.3 Application of other enactments

- (1) Section 11 and Part 10 of the Resource Management Act 1991 do not apply to—
- (a) the transfer to the trustees of a deferred selection property; or
 - (b) any matter incidental to, or required for the purpose of, that transfer.
- (2) The transfer of a deferred selection property to the trustees 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 a deferred selection property to the trustees 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 3.1**, the Crown is not required to comply with any other enactment that would otherwise regulate or apply to the transfer of a 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, or Part 4 of the provisions schedule of the deed of settlement, in relation to the transfer of a deferred selection property.



Subpart 2—Trustees' right of first refusal in
relation to RFR land

Interpretation

3.4 Interpretation

In this subpart and **Schedule 4**, unless the context requires another meaning,—

dispose of, in relation to RFR land,—

- (a) means to—
 - (i) transfer or vest the fee simple estate in the land;
or
 - (ii) grant a lease of the land for a term that is, or will be (if any rights of renewal or extension are exercised under the lease), for 50 years or longer;
but
- (b) to avoid doubt, does not include to—
 - (i) mortgage, or give a security interest in, the land;
or
 - (ii) grant an easement over the land; or
 - (iii) consent to an assignment of a lease, or to a sub-lease, of the land; or
 - (iv) remove an improvement, fixture, or fitting from the land

expiry date, in relation to an offer, means its expiry date under **sections 3.7(a) and 3.8**

notice means a notice under this subpart

offer means an offer, made in accordance with **section 3.7**, by an RFR landowner to dispose of RFR land to the trustees

public work has the meaning given to it in section 2 of the Public Works Act 1981

RFR land has the meaning given to it in **section 3.5**

RFR land schedule means the RFR land schedule of the deed of settlement

RFR landowner, in relation to RFR land,—

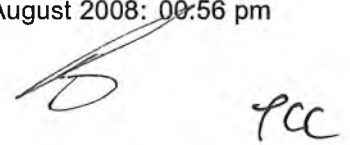
- (a) means the Crown, if the land is vested in the Crown or the Crown holds the fee simple estate in the land; and
- (b) means a Crown body, if the body holds the fee simple estate in the land; and

- (c) includes a local authority to whom RFR land has been disposed of under **section 3.17(1)**

RFR period means the period of 100 years from the settlement date.

3.5 Meaning of RFR land

- (1) In this subpart, **RFR land** means—
- (a) land described in the RFR land schedule at the date of the deed of settlement if, on the settlement date,—
- (i) the land is vested in the Crown or the Crown holds the fee simple estate in the land; or
- (ii) a Crown body holds the fee simple estate in the land; and
- (b) land added to the RFR land schedule by an amendment to the deed of settlement if, on the date of the amendment or the settlement date (whichever is later),—
- (i) the land is vested in the Crown or the Crown holds the fee simple estate in the land; or
- (ii) a Crown body holds the fee simple estate in the land and has consented in writing to the land becoming RFR land; and
- (c) land obtained in exchange for a disposal of RFR land under **section 3.16(1)(c) or (d) or 3.18(1)(a) or (c)**.
- (2) However, land ceases to be RFR land when any of the following things happen:
- (a) the RFR landowner transfers the fee simple estate in the land to—
- (i) the trustees (for example, under **section 3.10**); or
- (ii) any other person (including the Crown or a Crown body) under **section 3.6(b)**; or
- (b) the RFR landowner transfers or vests the fee simple estate in the land to or in a person other than the Crown or a Crown body under any of **sections 3.13 to 3.16 or 3.18 to 3.22** or any of the things referred to in **section 3.23(1)**; or
- (c) the RFR period ends.

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Restrictions on disposal of RFR land

3.6 Restrictions on disposal of RFR land

An RFR landowner must not dispose of RFR land to a person other than the trustees unless the land is disposed of—

- (a) under any of **sections 3.12 to 3.22** or any of the things referred to in **section 3.23(1)**; or
- (b) within 2 years after the expiry date of an offer by the RFR landowner to dispose of the land to the trustees if the offer was—
 - (i) made in accordance with **section 3.7**; and
 - (ii) on terms that were the same as, or more favourable to the trustees than, the terms of the disposal to the person; and
 - (iii) not withdrawn under **section 3.9**; and
 - (iv) not accepted under **section 3.10**.

Trustees' right of first refusal

3.7 Requirements for offer

An offer by an RFR landowner to dispose of RFR land to the trustees must be by notice to the trustees, incorporating—

- (a) the terms of the offer, including its expiry date; and
- (b) a legal description of the land, including any encumbrances affecting it; 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.

3.8 Expiry date of offer

- (1) The expiry date of an offer must be at least 1 month after the trustees receive notice of the offer.
- (2) However, the expiry date of an offer may be at least 10 business days after the trustees receive notice of the offer if—
 - (a) the trustees received an earlier offer to dispose of the land; and
 - (b) the expiry date of the earlier offer was not more than 6 months before the expiry date of the later offer; and
 - (c) the earlier offer was not withdrawn.

3.9 Withdrawal of offer

The RFR landowner may, by notice to the trustees, withdraw an offer at any time before it is accepted.

3.10 Acceptance of offer

- (1) The trustees 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.

3.11 Formation of contract

- (1) If the trustees accept 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.
- (2) The terms of the contract may be varied by written agreement between the landowner and the trustees.

*Disposals to others***3.12 Disposals to the Crown or Crown bodies**

An RFR landowner may dispose of RFR land to—

- (a) the Crown; or
- (b) a Crown body.

3.13 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.

3.14 Disposals in accordance with legal or equitable obligation

An RFR landowner may dispose of RFR land in accordance with—

- (a) a legal or 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, endowment, or trust relating to the land.

3.15 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 206 of the Education Act 1989; or
- (c) section 355(3), 355AA, or 355AB of the Resource Management Act 1991.

3.16 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.

3.17 Disposals of existing public works

- (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 in section 2 of the Public Works Act 1981).
- (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.

3.18 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 26 or 26A of the Reserves Act 1977; or
- (c) section 16A or 24E of the Conservation Act 1987.

3.19 Disposals for charitable purposes

An RFR landowner may dispose of RFR land as a gift for charitable purposes.

3.20 Disposals to tenants

The Crown may dispose of RFR land—

- (a) that was held on the settlement date for education purposes to a person who, immediately before the disposal, is a tenant of the land or all or part of a building on the land; or
- (b) under section 67 of the Land Act 1948, if the disposal is to a lessee under a lease of the land granted—
 - (i) before the settlement date; or
 - (ii) on or after the settlement date as a renewal of a lease granted before the settlement date; or
- (c) under section 93(4) of the Land Act 1948.

3.21 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 Minister of Housing has given notice to the trustees that, in the Minister's opinion, the disposal is to achieve, or assist in achieving, the Crown's social objectives in relation to housing or services related to housing.

3.22 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 Disabil-

ity 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 that, in the Minister's opinion, the disposal is to achieve, or assist in achieving, the district health board's objectives.

3.23 RFR landowner's obligations under this subpart

- (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, in the case of a Crown body, the obligations apply despite the purpose, functions, or objectives of the Crown body; and
 - (b) any encumbrance, or legal or equitable obligation,—
 - (i) that prevents or limits an RFR landowner's disposal of RFR land to the trustees; 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.
- (3) This subpart does not limit any of the things referred to in **subsection (1)**.

Notices

3.24 Notice to trustees of disposals of RFR land to others

- (1) An RFR landowner must give the trustees notice of the disposal of RFR land by the landowner to a person other than the trustees.
- (2) The notice must be given at least 20 business days before the disposal.
- (3) The notice must—
 - (a) include a legal description of the land, including any encumbrances affecting it; and
 - (b) include 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 3.6**;
and
- (e) include a copy of any written contract for the disposal.

3.25 Notice of land ceasing to be RFR land

- (1) This section applies if land is to cease being RFR land because—
 - (a) the RFR landowner is to transfer the fee simple estate in the land to—
 - (i) the trustees (for example, under **section 3.10**);
or
 - (ii) any other person (including the Crown or a Crown body) under **section 3.6(b)**; or
 - (b) the RFR landowner is to transfer or vest the fee simple estate in the land to or in a person other than the Crown or a Crown body under any of **sections 3.13 to 3.16 or 3.18 to 3.22** or any of the things referred to in **section 3.23(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) include a legal description of the land; and
 - (b) specify the details of the transfer or vesting of the land.

3.26 Notice requirements

Schedule 4 applies to notices given under this subpart by or to—

- (a) an RFR landowner; or
- (b) the trustees.

Memorials for RFR land

3.27 Recording memorials on computer registers for RFR land

- (1) The chief executive of LINZ must issue to the Registrar-General certificates that identify—
 - (a) the RFR land for which there is a computer register on the settlement date; and

- (b) the RFR land for which a computer register is first created after the settlement date; and
 - (c) land, for which there is a computer register, that becomes RFR land after the settlement date.
- (1A) The certificate must be issued as soon as is reasonably practicable after—
- (a) the settlement date, in the case of RFR land for which there is a computer register on the settlement date; or
 - (b) the land becomes RFR land or a computer register is first created for the RFR land, in any other case.
- (2) Each certificate must state that it is issued under this section.
- (3) The chief executive must provide a copy of each certificate to the trustees as soon as is reasonably practicable after issuing the certificate.
- (4) The Registrar-General must, as soon as is reasonably practicable after receiving a certificate issued under this section, record on the computer register for the RFR land identified in the certificate that the land is—
- (a) RFR land as defined in **section 3.5** of this Act; and
 - (b) subject to this subpart of this Act (which restricts disposal, including leasing, of the land).

3.28 [Deleted]
[Deleted].

3.29 Removal of memorials when land to be transferred or vested

- (1) The chief executive of LINZ must, as soon as is reasonably practicable after receiving a notice under **section 3.25** that land is to cease being RFR land, issue to the Registrar-General a certificate that—
- (a) identifies each allotment of that land that is contained in a computer register that has a memorial recorded on it under **section 3.27**; 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 as soon as is reasonably practicable after issuing the certificate.
- (3) If the Registrar-General receives a certificate issued under this section before registering the transfer or vesting of RFR land described in the certificate, the Registrar-General must, immediately before registering the transfer or vesting, remove a memorial recorded under **section 3.27** from any computer register for the land.
- (4) If the Registrar-General receives a certificate issued under this section after registering the transfer or vesting of RFR land described in the certificate, the Registrar-General must, as soon as is reasonably practicable, remove a memorial recorded under **section 3.27** from any computer register for the land.

3.29A 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, issue to the Registrar-General a certificate that—
 - (a) identifies each allotment of land that is contained in a computer register that still has a memorial recorded on it under **section 3.27**; and
 - (b) states that it is issued under this section.
- (2) The chief executive must provide a copy of each certificate to the trustees 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 3.27** from any computer register for the land identified in the certificate.

General provisions

3.30 Time limits must be strictly complied with

The time limits specified in **sections 3.6 and 3.10** must be strictly complied with.

 Jcc

3.31 Waiver and variation

- (1) The trustees may, by notice to an RFR landowner, waive any or all of the rights the trustees have in relation to the landowner under this subpart.
- (2) The trustees 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 agreement under this section is on the terms, and applies for the period, specified in it.

3.32 [Deleted]
[Deleted].

3.33 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.

Schedule 1
Statutory areas

s 1.5

Statutory area	Location
Kaiwharawhara Stream	As shown on SO 408069
Coastal marine area	As shown on SO 408070
Hutt River	As shown on SO 408071
Waiwhetu Stream	As shown on SO 408072
Wellington Harbour	As shown on SO 408073
Riverside Drive marginal strip	As shown on SO 408074
Seaview marginal strip	As shown on SO 408075
Government Buildings Historic Reserve	As shown on SO 408076
Turnbull House Historic Reserve	As shown on SO 408077
Rimutaka Forest Park	As shown on SO 408079
Wainuiomata Scenic Reserve	As shown on SO 408080
Turakirae Head Scientific Reserve	As shown on SO 408081
Kelburn Local Purposes (Community and Administrative Buildings) Reserve	As shown on SO 408078



Schedule 2

ss 2.23, 2.55

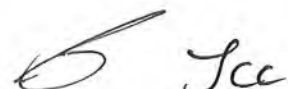
Cultural redress properties

All cultural redress properties are in the Wellington Land District.

Part 1

Sites vest in fee simple

Name of site	Description	Encumbrances
1 Thorndon Quay	0.0564 hectares, more or less, being Section 1 SO 35738. All computer freehold register WN36D/521.	Subject to an unregistered lease dated 2 August 2006 to Counselling & Psychotherapy Associates Limited. Subject to an unregistered lease dated 23 August 2007 to Babystar Holdings Limited. Subject to an unregistered renewal of lease dated 15 December 2006 to Rail and Maritime Transport Union Incorporated, renewing a lease dated 21 December 2000. Subject to an unregistered renewal of lease dated 19 June 2006 to Jumbani Investments Limited, renewing a lease dated 17 June 2003. Subject to an outdoor billboard agreement dated 30 September 2004 to (now) Isite Limited. Subject to section 3 of the Petroleum Act 1937, section 8 of the Atomic Energy Act 1945, sections 6 and 8 of the Mining Act 1971, and sections 5 and 261 of the Coal Mines Act 1979.

 See

Part 1—*continued*

Name of site	Description	Encumbrances
81–87 Thorndon Quay	0.0871 hectares, more or less, being Part Lots 7 and 8 Plan A/1064 and Part Subdivision 9 Pipitea Pa. All computer freehold register WN42C/243.	Subject to an unregistered lease dated 3 November 2006 to Venture Realty Limited.
Waiwhetu Road site	0.1311 hectares, more or less, being Section 1 SO 406939. All GN B601539.1.	Subject to an easement in gross in favour of (now) Vector Limited for a right to erect and maintain an electric substation and a right to convey electricity, created by transfer 890090.2.
Former Wainuiomata College site	7.6897 hectares, more or less, being Part Lot 1 DP 20910. All computer freehold register 45698.	Subject to unregistered lease to Te Runanganui o Taranaki Whānui ki Te Upoko o Te Ika a Maui Association Incorporated.
Former Wainuiomata Intermediate School site	4.0288 hectares, more or less, being Lots 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, and 38 DP 21094. All computer freehold register 45705.	Subject to unregistered lease to Te Runanganui o Taranaki Whānui ki Te Upoko o Te Ika a Maui Association Incorporated. Together with water rights created by transfers 271704 and 329019.
Former Waiwhetu School site	1.6221 hectares, more or less, being Lot 2 DP 319038. All computer freehold register 74499.	Subject to a right to drain sewage in gross in favour of Hutt City Council, created by easement instrument 5853747.4. Subject to a water drainage right, created by easement instrument 5853747.3, which is subject to section 243(a) of the Resource Management Act 1991. Subject to certificates K43519, K43518, and 495447, under section 26 of the Housing Act

Part 1—*continued*

Name of site	Description	Encumbrances
Pipitea Marae site	0.3564 hectares, more or less, being Section 1 SO 406983. All computer freehold register WN16A/350, part document K25892, and balance computer freehold register WN401/66.	1955, that pipelines for the passage of sewage or sanitary sewage pass through the land. Subject to any rights of the Ngati Poneke Maori Association Incorporated.

Part 2

Sites vest in fee simple to be administered
as Maori reservations

Name of site	Description	Encumbrances
Dendroglyph site	0.0507 hectares, more or less, being Sections 1 and 2 SO 406982. Part computer freehold register WN41A/384.	Together with the right of way easement referred to in section 2.31(6) .
Urupā site	3.9377 hectares, more or less, being Section 1 SO 407043. Part computer freehold register WN37A/957.	Subject to the right of way easement referred to in section 2.32(4) . Subject to the memorandum of encumbrance referred to in section 2.32(4) . Subject to section 11 of the Crown Minerals Act 1991.

Part 3
Sites vest in fee simple subject to
conservation covenant

Name of site	Description	Encumbrances
Bed of Lake Kohangatera and the Lake Kohangatera esplanade land	<p><i>Bed of Lake Kohangatera</i> 33.0622 hectares, more or less, being Section 2 SO 409042, but excluding the Crown stratum (as defined in section 2.23(2)). Part GN 911916.1.</p> <p><i>Lake Kohangatera esplanade land</i> 7.8000 hectares, more or less, being Lot 11 DP 53891.</p>	Subject to the conservation covenant referred to in section 2.33(6) .
Bed of Lake Kohangapiripiri and the Lake Kohangapiripiri esplanade land	<p><i>Bed of Lake Kohangapiripiri</i> 8.7900 hectares, more or less, being Lot 9 DP 53891, but excluding the Crown stratum (as defined in section 2.23(2)). Part GN 911916.1.</p> <p>3.5141 hectares, more or less, being Section 1 SO 406979, but excluding the Crown stratum (as defined in section 2.23(2)). Part computer freehold register WND1/1106.</p> <p><i>Lake Kohangapiripiri esplanade land</i> 3.2500 hectares, more or less, being Lot 10 DP 53891.</p>	Subject to the conservation covenant referred to in section 2.33(6) .

Part 4

Sites vest in fee simple to be administered as
scenic, recreation, or local purpose reserves

Name of site	Description	Encumbrances
Wi Tako Scenic Reserve	59.2230 hectares, more or less, being Section 1 SO 34638. All GN B152032.2.	Subject to an easement in gross, in favour of (now) UnitedNetworks Limited, for a right to lay and maintain an electric power supply cable, created by transfer B300767.1.
Point Dorset Recreation Reserve	8.4490 hectares, more or less, being Sections 1, 2, 3, and 4 SO 38155. All GN B801376.1.	
Korokoro Gateway site	5.1300 hectares, more or less, being Section 1 SO 407772.	Subject to an unregistered licence to occupy dated 9 October 1959 in favour of the Wellington Water Ski Club Incorporated. Subject to an informal right to convey water in favour of Wellington Regional Council.


Part 5

Harbour Islands reserves vest in fee simple
to be administered as scientific or historic
reserves

Name of site	Description	Encumbrances
Makaro Scientific Reserve	1.7000 hectares, more or less, being Section 1 SO 36220. All <i>Gazette</i> 1997 page 3872.	
Mokopuna Scientific Reserve	0.7992 hectares, more or less, being Section 1 SO 20946. All <i>Gazette</i> 1997 page 3872.	

Part 5—continued

Name of site	Description	Encumbrances
Matiu Scientific Reserve	22.5459 hectares, more or less, being Section 2 SO 406882. Part <i>Gazette</i> 1998 page 3416. 0.3465 hectares, more or less, being Section 3 SO 20946. Part GN B731787.2.	Subject to the lease referred to in section 2.47(7) .
Matiu Historic Reserve	2.3423 hectares, more or less, being Section 1 SO 406882. All <i>Gazette</i> 1998 page 3416.	


Jcc

Schedule 3

ss 2.49, 2.50, 2.54

**Provisions applying to Harbour Islands
Kaitiaki Board**

Sections 31 to 34 of Reserves Act 1977

- 1 Sections 31 to 34 of Reserves Act 1977 apply**
- (1) Sections 31 to 34 of the Reserves Act 1977 apply to the Harbour Islands Kaitiaki Board as if it were a Board appointed under section 30(1) of that Act, except as provided in this Schedule.
- (2) However,—
- (a) the Minister of Conservation may not, under section 31(c) of the Reserves Act 1977, remove from office a member of the Board appointed by the trustees; and
- (b) section 32(1), (2), (5), (7), and (10) of the Reserves Act 1977 do not apply to meetings of the Board.

Membership of Board

- 2 Appointment of members of Board**
- (1) The Minister and the trustees must appoint the members of the Harbour Islands Kaitiaki Board in accordance with **clause 3**.
- (2) Each member appointed by the Minister must be appointed by notice in the *Gazette*.
- (3) Each member appointed by the Harbour Islands Kaitiaki Board must be appointed by notice in a daily or other newspaper circulating in Wellington.
- 3 Number of members of Board**
- (1) The Harbour Islands Kaitiaki Board must consist of—
- (a) 3 members appointed by the Minister, on the nomination of the Director-General:
- (b) 3 members appointed by the trustees.
- (2) The trustees must appoint, as the chairperson of the Board, 1 of the members it appointed to the Board.

Procedure of Board

4 Meetings of Board

- (1) The Harbour Islands Kaitiaki Board may regulate its own procedure, except as provided in this schedule.
- (2) The first meeting of the Harbour Islands Kaitiaki Board must be held not later than 2 months after the date that its final member is appointed by notice under **clause 2(2) or (3)**.
- (3) Unless the members of the Harbour Islands Kaitiaki Board agree otherwise—
 - (a) the Board must meet at least twice a year; and
 - (b) members each have 1 ordinary vote; and
 - (c) the chairperson does not have a casting vote.

5 Vacancy in membership of Board

An act or proceeding of the Harbour Islands Kaitiaki Board is not invalid only because fewer than 6 members have been appointed to the Board.

Dispute resolution procedure for Board

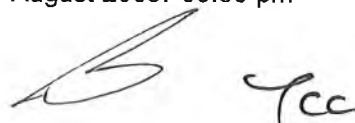
6 Disputes to be referred to Minister and chairperson of Port Nicholson Block Settlement Trust

- (1) Any dispute between members of the Harbour Islands Kaitiaki Board relating to the exercise of powers or the performance of functions by the Board must be referred to the Minister and the chairperson of the Port Nicholson Block Settlement Trust for resolution.
- (2) A decision of the Minister and the chairperson of the Port Nicholson Block Settlement Trust in resolution of a dispute referred to them is final.

Public Audit Act 2001 applies to Board

7 Public Audit Act 2001 applies

The Harbour Islands Kaitiaki Board is a public entity as defined in section 4 of the Public Audit Act 2001 and, in accordance with that Act, the Auditor-General is its auditor.



Schedule 4

s 3.26

Notices in relation to RFR land

Requirements for giving notice

- 1 A notice by or to an RFR landowner, or the trustees, under **subpart 2 of Part 3** must be—
 - (a) in writing and signed by—
 - (i) the person giving it; or
 - (ii) at least 2 of the trustees, in the case of 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 deed of settlement, in the case of a notice to the trustees; or
 - (ii) specified by the RFR landowner in an offer made under **section 3.7**, or specified in a later notice given to the trustees, in the case of a notice by the trustees to an RFR landowner; and
 - (iii) of the national office of LINZ, in the case of a notice given to the chief executive of LINZ under **section 3.25**; 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.

Time when notice received

- 2 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.
- 3 However, a notice is to be treated as having been received on the next business day if, under **clause 2**, it would be treated as having been received—
 - (a) after 5 pm on a business day; or
 - (b) on a day that is not a business day.

TARANAKI WHĀNUI KI TE UPOKO O TE IKA
and
THE PORT NICHOLSON BLOCK SETTLEMENT TRUST
and
THE SOVEREIGN
in right of New Zealand

**DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**



TABLE OF CONTENTS

1	PROTOCOLS	102
2	STATEMENTS OF ASSOCIATION	148
3	DEED OF RECOGNITION	152
4	ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES	158
5	LETTERS OF ENGAGEMENT	220
6	ARCHITECTURAL PLAN IN RELATION TO TE PAPA RFR LAND ...	227
7	AREA OF INTEREST	229
8	SO PLANS.....	231
9	DRAFT BILL.....	232



1 PROTOCOLS



1 PROTOCOLS: DOC PROTOCOL

**A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF CONSERVATION
REGARDING DEPARTMENT OF CONSERVATION/ TARANAKI WHĀNUI KI TE UPOKO O TE
IKA INTERACTION ON SPECIFIED ISSUES**

1 INTRODUCTION

- 1.1 Under the Deed of Settlement dated [] between Taranaki Whānui ki Te Upoko o Te Ika and the Crown (the “Deed of Settlement”), the Crown agreed that the Minister of Conservation (the “Minister”) would issue a Protocol (“the Protocol”) setting out the manner in which the Department of Conservation (“the Department”) will interact with the Taranaki Whānui ki Te Upoko o Te Ika governance entity (“the governance entity”) in relation to matters specified in the Protocol. These matters are:
- 1.1.1 Purpose of the Protocol – Part 2
 - 1.1.2 DOC Protocol Area – Part 3
 - 1.1.3 Terms of Issue – Part 4
 - 1.1.4 Implementation and Communication – Part 5
 - 1.1.5 Annual Meeting with the Director-General of Conservation – Part 6
 - 1.1.6 Business Planning – Part 7
 - 1.1.7 Cultural Materials – Part 8
 - 1.1.8 Historic Resources - Wāhi Tapu – Part 9
 - 1.1.9 Natural Heritage – Part 10
 - 1.1.10 Marine Mammals – Part 11
 - 1.1.11 Species Management – Part 12
 - 1.1.12 Freshwater Fisheries – Part 13
 - 1.1.13 Marine Reserves – Part 14
 - 1.1.14 Pest Control – Part 15
 - 1.1.15 Resource Management Act 1991 – Part 16
 - 1.1.16 Visitor and Public Information – Part 17
 - 1.1.17 Concession Applications – Part 18

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

1 PROTOCOLS: DOC PROTOCOL

- 1.1.18 Place Names – Part 19
- 1.1.19 Statutory Land Management – Part 20
- 1.1.20 Consultation – Part 21
- 1.1.21 Contracting for Services – Part 22
- 1.1.22 Protocol Review.
- 1.2 The governance entity describes its association with natural resources as inclusive of mana atua (its spiritual and cultural connection with the land), mana whenua (its land as an economic base) and mana tangata (its social organisation on the land).
- 1.3 The governance entity has a responsibility in relation to the preservation, protection and management of natural and historic resources in the protocol area as kaitiaki under tikanga Māori, to preserve, protect, and manage natural and historic resources within the DOC Protocol Area. The Department acknowledges this kaitiakitanga role and the burden of maintaining that role.
- 1.4 When the Department requests cultural and/or spiritual practices to be undertaken by Taranaki Whānui ki Te Upoko o Te Ika within the DOC Protocol Area the Department will make a contribution, subject to prior mutual agreement, to the costs of undertaking such practices.
- 1.5 Both the Department and governance entity are committed to establishing and maintaining a positive and collaborative relationship that gives effect to the principles of the Treaty of Waitangi as provided for in section 4 of the Conservation Act 1987. Those principles provide the basis for an ongoing relationship between the parties to the Protocol to achieve over time the conservation policies, actions and outcomes sought by both the governance entity and the Department.
- 1.6 The purpose of the Conservation Act 1987 is to enable the Department “to manage for conservation purposes, all land, and all other natural and historic resources” under that Act and to administer the statutes in the First Schedule to the Act (together, the “Conservation Legislation”). The Minister and Director-General, or their delegates, are required to exercise particular functions, powers and duties under that legislation.
- 1.7 A primary function of the Department is to manage for conservation purposes various lands, and natural and historic resources. As part of this, one of the Department’s key aims is conserving the full range of New Zealand’s ecosystems, maintaining or restoring the ecological integrity of managed sites, and ensuring the survival of threatened species, in particular those most at risk of extinction.

2 PURPOSE OF THE PROTOCOL

- 2.1 The purpose of this Protocol is to assist the Department and the governance entity to exercise their respective responsibilities with the utmost co-operation to achieve over time the conservation policies, actions and outcomes sought by both.



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1 PROTOCOLS: DOC PROTOCOL

- 2.2 This Protocol sets out a framework that enables the Department and the governance entity to establish a constructive working relationship that gives effect to section 4 of the Conservation Act. It provides for the governance entity to have meaningful input into certain policy, planning and decision-making processes in the Department's management of Crown conservation lands and fulfilment of statutory responsibilities within the DOC Protocol Area.

3 PROTOCOL AREA

- 3.1 The Protocol applies across the DOC Protocol Area which means the area identified in the map included in Attachment A of this Protocol.

4 TERMS OF ISSUE

- 4.1 This Protocol is issued pursuant to section [] of the Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) Claims Settlement Act [] (the "Settlement Legislation") and clause 5.3.1 of the Deed of Settlement. The provisions of the Settlement Legislation and the Deed of Settlement specifying the terms on which this Protocol is issued are set out in Attachment B of the Protocol.

5 IMPLEMENTATION AND COMMUNICATION

- 5.1 The Department shall establish and maintain effective and efficient communications with the governance entity on a continuing basis by:
- 5.1.1 maintaining information on the governance entity's office holders, and their addresses and contact details;
 - 5.1.2 appointing the Poneke Area Office Manager as the primary departmental contact for the governance entity who will act as a liaison person with other departmental staff;
 - 5.1.3 providing for the governance entity to meet with key members of the Department's Head Office three times a year, unless otherwise agreed;
 - 5.1.4 providing reasonable opportunities for the governance entity to meet with departmental managers and staff;
 - 5.1.5 holding alternate meetings at the Area Office and a governance entity marae or other venue chosen by the governance entity to discuss issues that may have arisen every six months, unless otherwise agreed. The parties may also, led by the governance entity, arrange for an annual report back to the affiliate iwi and hapu of the governance entity in relation to any matter associated with the implementation of this Protocol; and
 - 5.1.6 training relevant staff and briefing Conservation Board members on the content of the Protocol.
- 5.2 The Department and the governance entity shall, where relevant, inform conservation stakeholders about this Protocol and the Taranaki Whānui ki Te Upoko o Te Ika settlement and provide ongoing information as required.

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1 PROTOCOLS: DOC PROTOCOL

- 5.3 The Department shall advise the governance entity of any departmental policy directions and the receipt of any research reports relating to matters of interest to Taranaki Whānui ki Te Upoko o Te Ika within the DOC Protocol Area, and provide copies of such documents to the governance entity to study those reports.
- 5.4 The Department shall invite the governance entity to participate in specific departmental projects, including education, volunteer and conservation events that may be of interest to Taranaki Whānui ki Te Upoko o Te Ika.

6 DIRECTOR-GENERAL OF CONSERVATION

- 6.1 In recognition that the Head Office of the Department is situated in the rohe of Taranaki Whānui ki Te Upoko o Te Ika, the Director-General of Conservation will meet with the governance entity on an annual basis to discuss the relationship between the Department and the governance entity.

7 BUSINESS PLANNING

- 7.1 The Department's annual business planning process determines the Department's conservation work priorities.
- 7.2 The Poneke Area Office Manager will meet with the governance entity on a regular basis to present a synopsis of the Department's proposed work programme as it relates to the DOC Protocol Area.
- 7.3 The Department shall provide opportunities for the governance entity to be involved in any relevant Conservation Management Strategy reviews or Management Plans, within the DOC Protocol Area.
- 7.4 The process for the governance entity to identify and/or develop specific projects for consideration by the Department is as follows:
- 7.4.1 the Department and the governance entity will on an annual basis identify priorities for undertaking specific projects requested by the governance entity. The identified priorities for the upcoming business year will be taken forward by the Department into its business planning process and considered along with other priorities;
 - 7.4.2 the decision on whether any specific projects will be funded in any business year will be made by the General Manager Operations (Northern) and Wellington Conservator after following the co-operative processes set out above;
 - 7.4.3 if the Department decides to proceed with a specific project requested by the governance entity, the governance entity and the Department may meet again to finalise a work plan, timetable and funding before implementation of the specific project in that business year, in accordance with the resources which have been allocated in the business plan; and
 - 7.4.4 if the Department decides not to proceed with a specific project it will communicate to the governance entity the factors that were taken into account in reaching that decision.

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1 PROTOCOLS: DOC PROTOCOL

7.5 The Department will approach the governance entity with potential departmental projects in the DOC Protocol Area to seek the governance entity's views on those projects, and to discuss if the governance entity would wish to be involved in or to contribute to those projects.

8 CULTURAL MATERIALS

8.1 For the purpose of this Protocol, cultural materials are plants, plant materials, and materials derived from animals, marine mammals or birds for which the Department is responsible within the DOC Protocol Area and which are important to the governance entity in maintaining and expressing its cultural values and practices.

8.2 Current legislation means that generally some form of concession or permit is required for any gathering and possession of cultural materials.

8.3 In relation to cultural materials, the Minister and/or Director-General shall:

8.3.1 consider and, where appropriate, approve, reasonable requests from the governance entity for access to and use of cultural materials within the DOC Protocol Area when required for cultural purposes, in accordance with the relevant legislation;

8.3.2 consult the governance entity when a request is received from any person or entity for the use of cultural materials;

8.3.3 agree, where appropriate, for the governance entity to have access to cultural materials which become available as a result of departmental operations such as track maintenance or clearance, or culling of species, or where materials become available as a result of accidental death or otherwise through natural causes;

8.3.4 assist, as far as reasonably practicable, the governance entity to obtain plant stock for propagation to reduce the need for plants to be gathered from land administered by the Department and to provide advice to the governance entity in the establishment of its own cultivation areas; and

8.3.5 provide, as far as reasonably practicable, ongoing advice to the governance entity for the management and propagation of the plant stock.

8.4 The Department and the governance entity shall discuss the development of procedures for monitoring levels of use of cultural materials in accordance with the relevant legislation and appropriate tikanga.

9 HISTORIC RESOURCES – WĀHI TAPU

9.1 The governance entity consider that their wāhi tapu and other places of cultural heritage significance are taonga (priceless treasures), and the Department will respect the great significance of these taonga by fulfilling the obligations contained in this clause of the Protocol.



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1 PROTOCOLS: DOC PROTOCOL

- 9.2 The Department has a statutory role to conserve historic resources in protected areas and shall endeavour to do this for sites of significance to the governance entity in association with the governance entity and according to tikanga.
- 9.3 The Department accepts that non-disclosure of locations of places known to the governance entity may be an option that the governance entity chooses to take to preserve the wāhi tapu nature of places. There may be situations where the governance entity will ask the Department to treat information it provides on wāhi tapu sites in a confidential way.
- 9.4 The Department and the governance entity shall work together to establish processes for dealing with information on wāhi tapu sites in a way that recognises both the management challenges that confidentiality can present and provides for the requirements of the governance entity.
- 9.5 The Department shall work with the governance entity at the Area Office level to respect Taranaki Whānui ki Te Upoko o Te Ika values attached to identified wāhi tapu and other places of significance on lands administered by the Department by:
- 9.5.1 discussing with the governance entity, by the end of the second year of this Protocol being issued and on a continuing basis, practical ways in which Taranaki Whānui ki Te Upoko o Te Ika can exercise kaitiakitanga over ancestral lands, natural and historic resources and other taonga managed by the Department within the DOC Protocol Area;
 - 9.5.2 managing sites of historic significance to the governance entity according to standards of conservation practice which care for places of cultural heritage value, their structures, materials and cultural meaning, as outlined in the International Council on Monuments and Sites (ICOMOS) New Zealand Charter 1993, and in co-operation with the governance entity;
 - 9.5.3 informing the governance entity if taonga or koiwi are found within the DOC Protocol Area; and
 - 9.5.4 assisting in recording and protecting wāhi tapu and other places of cultural significance to the governance entity where appropriate, to seek to ensure that they are not desecrated or damaged.

10 NATURAL HERITAGE

- 10.1 In recognition of the cultural, historic and traditional association of the governance entity with natural heritage resources found within the DOC Protocol Area for which the Department has responsibility, the Department shall:
- 10.1.1 inform the governance entity of the national sites and species programmes on which the Department will be actively working, and provide opportunities for the governance entity to participate in these programmes; and
 - 10.1.2 advise the governance entity of research projects and provide opportunities where reasonably practicable for the governance entity to participate in that research.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

1 PROTOCOLS: DOC PROTOCOL

11 MARINE MAMMALS

- 11.1 Taranaki Whānui ki Te Upoko o Te Ika has a tikanga responsibility in relation to the preservation, protection and disposal of marine mammals within the DOC Protocol Area to ensure cultural protocols are observed in the interaction with and handling of these mammals.
- 11.2 The Department administers the Marine Mammals Protection Act 1978 and the Marine Mammals Regulations 1992. These provide for the establishment of marine mammal sanctuaries, for permits in respect of marine mammals, the disposal of sick or dead specimens and the prevention of marine mammal harassment. All species of marine mammal occurring within New Zealand and New Zealand's fisheries waters are absolutely protected under the Marine Mammals Protection Act 1978. Under that Act the Department is responsible for the protection, conservation and management of all marine mammals, including their disposal and the health and safety of its staff and any volunteers under its control, and the public.
- 11.3 The Protocol also aims at assisting the conservation of cetacean species by contribution to the collection of specimens and scientific data of national and international importance.
- 11.4 The Department believes that there are opportunities to meet the cultural interests of Taranaki Whānui ki Te Upoko o Te Ika and to facilitate the gathering of scientific information. This Protocol is intended to meet both needs by way of a co-operative approach to the management of whale strandings and to provide general guidelines for the management of whale strandings in the DOC Protocol Area, and for the recovery by Taranaki Whānui ki Te Upoko o Te Ika of bone and other material for cultural purposes from dead marine mammals.
- 11.5 There may be circumstances during a stranding in which euthanasia is required, for example if the animal is obviously distressed or if it is clear that a refloating operation will be unsuccessful. The decision to euthanise, which will be made in the best interests of marine mammals and public safety, is the responsibility of an officer or person authorised by the Minister of Conservation. The Department will make every effort to inform the governance entity before any decision to euthanise.
- 11.6 Both the Department and Taranaki Whānui ki Te Upoko o Te Ika acknowledge the scientific importance of information gathered at strandings. Decisions concerning the exact nature of the scientific samples required and the subsequent disposal of any dead animals, including their availability to the governance entity, will depend on the species.
- 11.7 The following species ("category 1 species") are known to strand most frequently on New Zealand shores. In principle these species should be available to the governance entity for the recovery of bone once scientific data and samples have been collected. If there are reasons why this principle should not be followed, they must be discussed between the parties to this Protocol. Category 1 species are:
- 11.7.1 common dolphins (*Delphinus delphis*)
- 11.7.2 long-finned pilot whales (*Globicephala melas*)
- 11.7.3 sperm whales (*Physeter macrocephalus*).

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

1 PROTOCOLS: DOC PROTOCOL

11.8 The following species ("category 2 species") are either not commonly encountered in New Zealand waters, or may frequently strand here but are rare elsewhere in the world. For these reasons their scientific value has first priority. In most instances, bone from category 2 species will be made available to the governance entity after autopsy if requested.

- all baleen whales
- short-finned pilot whale (*Globicephala macrorhynchus*)
- beaked whales (all species, family Ziphiidae)
- pygmy sperm whale (*Kogia breviceps*)
- dwarf sperm whale (*Kogia simus*)
- bottlenose dolphin (*Tursiops truncatus*)
- Maui's dolphin (*Cephalorhynchus hectori maui*)
- dusky dolphin (*Lagenorhynchus obscurus*)
- Risso's dolphin (*Grampus griseus*)
- spotted dolphin (*Stenella attenuata*)
- striped dolphin (*Stenella coeruleoalba*)
- rough-toothed dolphin (*Steno bredanensis*)
- southern right whale dolphin (*Lissodelphis peronii*)
- spectacled porpoise (*Australophocoena dioptrica*)
- melon-headed whale (*Peponocephala electra*)
- pygmy killer whale (*Feresa attenuata*)
- false killer whale (*Pseudorca crassidens*)
- killer whale (*Orcinus orca*)
- any other species of cetacean previously unknown in New Zealand waters.

11.9 If the governance entity does not wish to recover the bone or otherwise participate the governance entity will notify the Department whereupon the Department will take responsibility for disposing of the carcass.

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1 PROTOCOLS: DOC PROTOCOL

- 11.10 Because the in-situ recovery of bones involves issues relating to public safety, including the risk of infection from dead and decaying tissue, it needs to be attempted only by the informed and skilled. Governance entity bone recovery teams will also want to ensure that the appropriate cultural tikanga is understood and followed. However, both parties acknowledge that generally burial will be the most practical option.
- 11.11 Subject to the prior agreement of the Conservator, where disposal of a dead stranded marine mammal is carried out by the governance entity, the Department will meet the costs incurred up to the estimated costs which would otherwise have been incurred by the Department to carry out the disposal.
- 11.12 The Department will:
- 11.12.1 reach agreement with the governance entity on authorised key contact people who will be available at short notice to make decisions on the desire of the governance entity to be involved when there is a marine mammal stranding;
 - 11.12.2 promptly notify the key contact people of all stranding events;
 - 11.12.3 discuss, as part of the disposal process, burial sites and, where practical, agree sites in advance which are to be used for disposing of carcasses in order to meet all the health and safety requirements and to avoid the possible violation of Taranaki Whānui ki Te Upoko o Te Ika tikanga; and
 - 11.12.4 consult with the governance entity in developing or contributing to research and monitoring of marine mammal populations within the DOC Protocol Area.

12 SPECIES MANAGEMENT

- 12.1 One of the Department's primary objectives is to ensure the survival of indigenous species and their genetic diversity. An important part of this work is to prioritise recovery actions in relation to the degree of threat to a species. The Department prioritises recovery actions at both a national and local level.
- 12.2 In recognition of the cultural, spiritual, historical and/or traditional association of the governance entity with species found within the DOC Protocol Area for which the Department has responsibility, the Department shall in relation to any species that the governance entity may identify as important to them through the processes provided under clauses 5 and 7 of this Protocol:
- 12.2.1 where a national recovery programme is being implemented within the DOC Protocol Area, where reasonably practicable, inform and provide opportunities for the governance entity to participate in that programme;
 - 12.2.2 advise the governance entity in advance of any Conservation Management Strategy amendments or reviews or the preparation of any statutory or non-statutory plans, policies or documents that relate to the management of those species within the DOC Protocol Area;

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1 PROTOCOLS: DOC PROTOCOL

12.2.3 where research and monitoring projects are being carried out by the Department within the DOC Protocol Area, where reasonably practicable provide the governance entity with opportunities to participate in those projects; and

12.2.4 advise the governance entity of the receipt of any completed research reports relating to any species within the DOC Protocol Area and provide copies of such report to the governance entity.

13 FRESHWATER FISHERIES

13.1 Freshwater fisheries are managed under two sets of legislation: the Fisheries Act 1983 and 1996 (administered by the Ministry of Fisheries) and the Conservation Act 1987 (administered by the Department of Conservation). The Department's functions include the preservation of freshwater fisheries and habitats. The whitebait fishery is administered by the Department under the Whitebait Fishing Regulations 1994, made under the Conservation Act.

13.2 The Department shall consult with the governance entity, and provide for its participation where reasonably practicable in the conservation and management (including research) of customary freshwater fisheries and freshwater fish habitats.

13.3 The Department shall work at the Poneke Area Office level to provide for the active participation of the governance entity in the conservation, management and research of customary freshwater fisheries and freshwater fish habitats by:

13.3.1 seeking to identify areas for co-operation in advocacy, consistent with clause 16.3.1 of this Protocol, focusing on fish passage, minimum flows, protection and enhancement of riparian vegetation and habitats, water quality improvement and in the restoration, rehabilitation or enhancement of customary freshwater fisheries and their freshwater habitats;

13.3.2 consulting with the governance entity in developing or contributing to research and monitoring programmes that aim to improve the understanding of the biology of customary freshwater fisheries and their environmental and habitat requirements;

13.3.3 considering the governance entity as a possible science provider or collaborator for research projects funded or promoted by the Department in the same manner as other potential providers or collaborators; and

13.3.4 processing applications for the transfer and release of freshwater fish species, including eels, according to the criteria outlined in section 26ZM of the Conservation Act 1987.

14 MARINE RESERVES

14.1 Marine Reserves are managed under the Marine Reserves Act 1971. The purpose of the Marine Reserves Act is to preserve for scientific study areas of New Zealand's territorial sea that contain underwater scenery, natural features or marine life of such distinctive quality, or which are so typical or beautiful or unique that their continued preservation is in the national interest.

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1 PROTOCOLS: DOC PROTOCOL

- 14.2 Within the DOC Protocol Area, the Department will work at both the Conservancy and Area Office level to:
- 14.2.1 notify the governance entity prior to undertaking any investigative work towards an application by the Department, or upon receipt of any application by a third party, for the establishment of a marine reserve;
 - 14.2.2 provide the governance entity with any assistance it may request from the Department in the preparation of an application for the establishment of a marine reserve;
 - 14.2.3 provide the governance entity with all information, to the extent reasonably practicable, regarding any application by either the Department or a third party for the establishment of a marine reserve;
 - 14.2.4 seek input from the governance entity on any application for a marine reserve within the DOC Protocol Area and use reasonable efforts to address any concerns expressed by the governance entity;
 - 14.2.5 involve the governance entity in any marine protection planning forums affecting the DOC Protocol Area; and
 - 14.2.6 involve the governance entity in the management of any marine reserve created.

15 PEST CONTROL

- 15.1 A key objective and function of the Department is to prevent, manage and control threats to natural, historic and cultural heritage values from terrestrial, aquatic and marine pests. This is to be done in a way that maximises the value from limited resources available to do this work.
- 15.2 The Department shall:
- 15.2.1 seek and facilitate early consultation with the governance entity on pest control activities within the DOC Protocol Area, particularly in relation to the use of poisons;
 - 15.2.2 provide the governance entity with opportunities to review and assess programmes and outcomes; and
 - 15.2.3 where appropriate, consider co-ordinating its pest control programmes with those of the governance entity when the governance entity is an adjoining landowner.

16 RESOURCE MANAGEMENT ACT 1991

- 16.1 The governance entity and the Department both have concerns with the effects of activities controlled and managed under the Resource Management Act 1991.
- 16.2 From time to time, the governance entity and the Department will seek to identify issues of likely mutual interest for discussion. It is recognised that the Department and the

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1 PROTOCOLS: DOC PROTOCOL

governance entity will continue to make separate submissions in any Resource Management Act processes.

- 16.3 In carrying out advocacy under the Resource Management Act 1991, the Department shall:
- 16.3.1 discuss with the governance entity the general approach that may be taken by Taranaki Whānui ki Te Upoko o Te Ika and the Department in respect of advocacy under the Resource Management Act, and seek to identify their respective priorities and issues of mutual concern;
 - 16.3.2 have regard to the priorities and issues of mutual concern identified when the Department makes decisions in respect of advocacy under the Resource Management Act; and
 - 16.3.3 make non-confidential resource information available to the governance entity to assist in improving their effectiveness in resource management advocacy work.

17 VISITOR AND PUBLIC INFORMATION

- 17.1 The Department has a role to share knowledge about natural and historic heritage with visitors, to satisfy their requirements for information, increase their enjoyment and understanding of this heritage, and develop an awareness of the need for its conservation.
- 17.2 In providing public information, interpretation services and facilities for visitors on the land it manages, the Department acknowledges the importance to the governance entity of their cultural, traditional and historic values, and the association of Taranaki Whānui ki Te Upoko o Te Ika with the land the Department administers within the DOC Protocol Area.
- 17.3 The Department shall work with the governance entity at the Area Office level to encourage respect for Taranaki Whānui ki Te Upoko o Te Ika cultural heritage values by:
- 17.3.1 seeking to raise public awareness of any positive conservation partnerships between the governance entity, the Department and other stakeholders, for example, by way of publications, presentations, and seminars; and
 - 17.3.2 ensuring that information contained in the Department's publications is accurate and appropriate by:
 - (a) obtaining the consent of the governance entity for disclosure of information from it, and
 - (b) consulting with the governance entity prior to the use of information about Taranaki Whānui ki Te Upoko o Te Ika values for new interpretation panels, signs and visitor publications.

18 CONCESSION APPLICATIONS

- 18.1 By the end of the second year of this Protocol being issued and on a continuing basis, the Department will work with the governance entity to identify categories of concessions that

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1 PROTOCOLS: DOC PROTOCOL

will or may impact on the cultural, spiritual or historic values of Taranaki Whānui ki Te Upoko o Te Ika.

18.2 In relation to the concession applications within the categories identified by the Department and governance entity under clause 18.1, the Minister will:

18.2.1 encourage applicants to consult with the governance entity in the first instance;

18.2.2 consult with the governance entity with regard to any applications or renewals of applications within the DOC Protocol Area, and seek the input of the governance entity by:

- (a) providing for the governance entity to indicate within 2 working days whether an application for a One Off Concession has any impacts on Taranaki Whānui ki Te Upoko o Te Ika cultural, spiritual and historic values. If no response is received within 2 working days the Department may continue to process the concession application;
- (b) providing for the governance entity to indicate within 10 working days whether any other application has any impacts on Taranaki Whānui ki Te Upoko o Te Ika cultural, spiritual and historic values; and
- (c) if the governance entity indicates that an application under clause 18.2.2(b) has any such impacts, allowing a reasonable specified timeframe (of at least a further 10 working days) for comment;

18.2.3 when a concession is publicly notified, the Department will at the same time provide separate written notification to the governance entity;

18.2.4 prior to issuing concessions to carry out activities on land managed by the Department within the DOC Protocol Area, and following consultation with the governance entity, the Minister will:

- (a) advise the concessionaire of the governance entity tikanga and values and encourage communication between the concessionaire and the governance entity if appropriate; and
- (b) encourage the concessionaire to consult with the governance entity before using cultural information of Taranaki Whānui ki Te Upoko o Te Ika; and

18.2.5 ensure when issuing and renewing concessions that give authority for other parties to manage land administered by the Department, that those parties be required to manage the land according to the standards of conservation practice mentioned in clause 9.5.2.

19 PLACE NAMES

19.1 When Crown conservation areas in the DOC Protocol Area are to be named, the Department shall seek a recommendation from the governance entity on an appropriate name.

1 PROTOCOLS: DOC PROTOCOL

20 STATUTORY LAND MANAGEMENT

- 20.1 From time to time, the Minister may vest a reserve in a local authority or other appropriate entity; or appoint a local authority to control and manage a reserve. When such an appointment or vesting is contemplated for sites in the DOC Protocol Area, the Department will consult the governance entity.

21 CONSULTATION

- 21.1 Where the Department is required to consult under this Protocol, the basic principles that will be followed by the Department in consulting with the governance entity in each case are:

21.1.1 ensuring that the governance entity is consulted as soon as reasonably practicable following the identification and determination by the Department of the proposal or issues to be the subject of the consultation;

21.1.2 providing the governance entity with sufficient information to undertake informed discussions and make submissions in relation to any of the matters that are subject of the consultation;

21.1.3 ensuring that sufficient time is given for the effective participation of the governance entity, including the preparation of submissions by the governance entity, in relation to any of the matters that are the subject of the consultation;

21.1.4 ensuring that the Department will approach the consultation with an open mind and genuinely consider any views and/or concerns that the governance entity may have in relation to any of the matters that are subject to the consultation.

- 21.2 Where the Department has consulted with the governance entity as specified in clause 21.1, the Department will report back to the governance entity on the decision made as a result of any such consultation.

22 CONTRACTING FOR SERVICES

Where appropriate, the Department will consider using the governance entity as a provider of professional services.

23 PROTOCOL REVIEW

The first review of this protocol will take place no later than 12 months from the Settlement Date. Thereafter, the protocol will be reviewed on a two yearly basis.

24 DEFINITIONS

- 24.1 In this Protocol:

Conservation Legislation means the Conservation Act 1987 and the statutes in the First Schedule of the Act;

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

1 PROTOCOLS: DOC PROTOCOL

Conservation Management Strategy has the same meaning as in the Conservation Act 1987;

Crown means the Sovereign in right of New Zealand and includes, where appropriate, the Ministers and Departments of the Crown that are involved in, or bound by the terms of the Deed of Settlement to participate in, any aspect of the redress under the Deed of Settlement;

Department means the Minister of Conservation, the Director-General and the Departmental managers to whom the Minister of Conservation's and the Director-General's decision-making powers can be delegated.

governance entity means the trustees for the time being of the Port Nicholson Block Settlement Trust;

Kaitiaki means environmental guardians;

One Off Concession means a concession granted under Part 3B of the Conservation Act 1987 for an activity that-

- (a) does not require a lease or licence; and
- (b) is assessed as having very low effects; and
- (c) complies with all relevant legislation, the relevant Conservation Management Strategy and Conservation Management Plans; and
- (d) where relevant, has clearly defined numbers of trips and/or landings; and
- (e) does not involve permanent structures; and
- (f) does not have a duration of more than three months; and
- (g) does not take place more than twice in any given six month period;

Protocol means a statement in writing, issued by the Crown through the Minister of Conservation to the Taranaki Whānui ki Te Upoko o Te Ika governance entity under the Settlement Legislation and the Deed of Settlement and includes this Protocol;

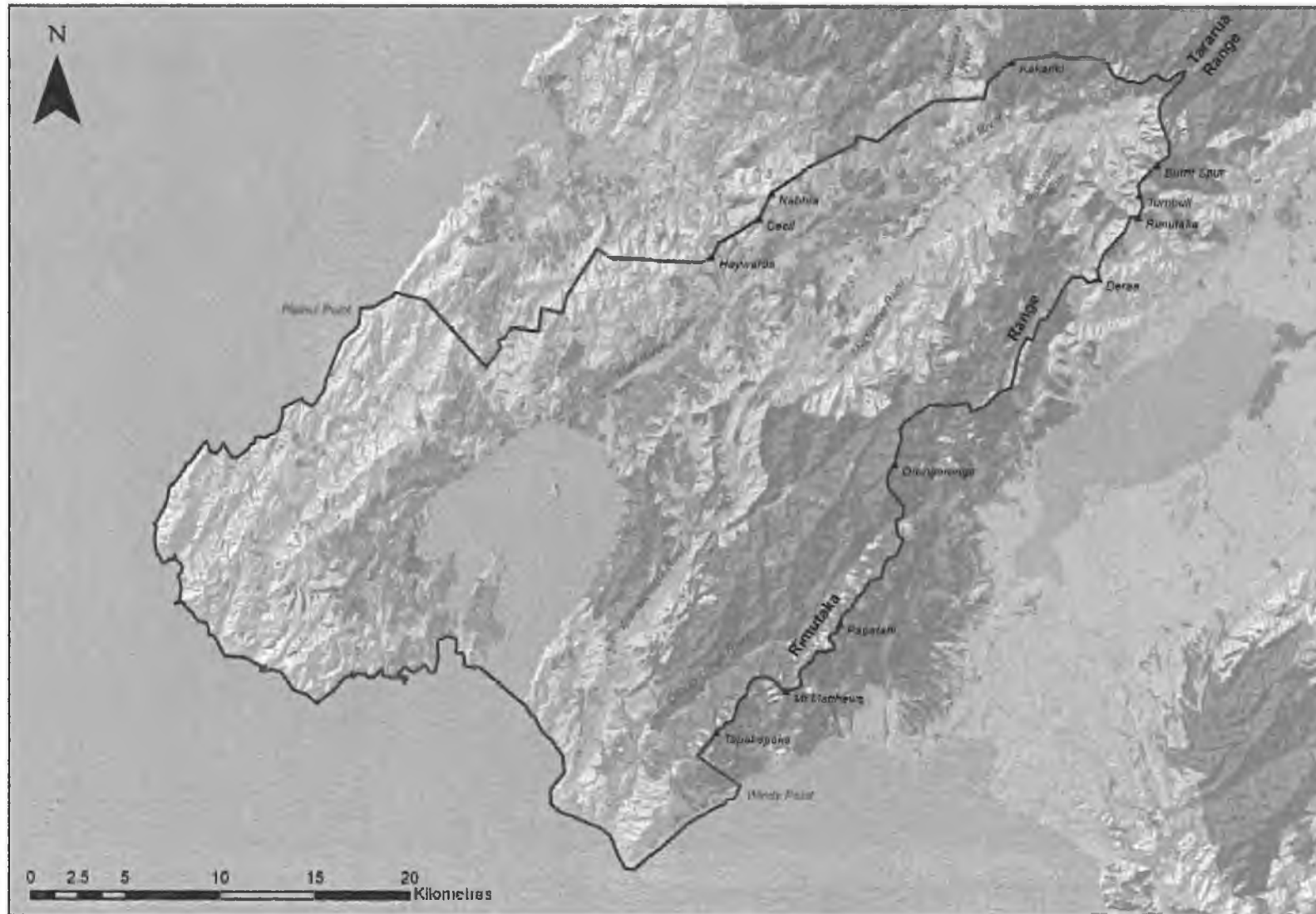
Settlement Date means the date that is 20 business days after the date on which the Settlement Legislation comes into force;

Taonga refers to any artefact or object that is associated with Maori culture or identity;

Taranaki Whānui ki Te Upoko o Te Ika has the meaning set out in clause 8.1 of the Deed of Settlement;

Tikanga Māori refers to Māori traditional customs; and

ATTACHMENT A
DOC PROTOCOL AREA



1 PROTOCOLS: DOC PROTOCOL

ATTACHMENT B

TERMS OF ISSUE

This Protocol is issued subject to the provisions of the deed of settlement and the settlement legislation. These provisions are set out below.

1 Provisions of the deed of settlement relating to this Protocol

1.1 The deed of settlement provides that:

1.1.1 a failure by the Crown to comply with a protocol is not a breach of the deed of settlement (paragraph 3.3 of the provisions schedule); and

1.1.2 this Protocol does not override or limit:

- (a) legislative rights, powers, or obligations; or
- (b) the functions, duties, and powers of Ministers, officials, and others under legislation; or
- (c) the ability of the Crown to interact or consult with persons other than Taranaki Whānui ki Te Upoko o Te Ika or the governance entity.

2 Authority to issue, amend or cancel protocols

2.1 Section [*insert reference*] of the settlement legislation provides that:

- (1) each responsible Minister may –
 - (a) issue a protocol to the governance entity in the form set out in part 1 of the documents schedule to the deed of settlement; and
 - (b) amend or cancel that protocol.
- (2) a protocol may be amended or cancelled under subsection (1) at the initiative of either –
 - (a) the governance entity; or
 - (b) the responsible Minister.
- (3) the responsible Minister may amend or cancel a protocol only after consulting with, and having particular regard to the views of, the governance entity.

3 Protocols subject to rights, functions, and obligations

3.1 Section [*insert reference*] of the settlement legislation provides that:

1 PROTOCOLS: DOC PROTOCOL

protocols do not restrict:

- (1) the ability of the Crown to exercise its powers and perform its functions and duties in accordance with the law and government policy, which includes, without limitation, the ability to –
 - (a) introduce legislation and change government policy; and
 - (b) issue a protocol to, or interact or consult with a person the Crown considers appropriate, including, without limitation, any iwi, hapū, marae, whānau, or other representative of tangata whenua; or
- (2) the responsibilities of the responsible Minister or a responsible department; or
- (3) the legal rights of Taranaki Whānui ki Te Upoko o Te Ika or a representative entity.

4 Noting of this Protocol

4.1 Section [*insert reference*] of the settlement legislation provides that:

- (1) a summary of the terms of this Protocol must be noted in the conservation documents affecting the DOC protocol area.
- (2) the noting of this Protocol is –
 - (a) for the purpose of public notice only; and
 - (b) not an amendment to a conservation document for the purposes of section 171 of the Conservation Act 1987 or section 46 of the National Parks Act 1980.

5 Enforcement of a protocol

5.1 Section [*insert number*] of the settlement legislation provides that:

- (1) the Crown must comply with a protocol while it is in force.
- (2) if the Crown fails, without good cause, to comply with a protocol, the governance entity may, subject to the Crown Proceedings Act 1950, enforce the protocol.
- (3) despite subsection (2), damages or any form of monetary compensation are not available as a remedy for failure by the Crown to comply with a protocol.
- (4) to avoid doubt,-
 - (a) subsections (1) and (2) do not apply to guidelines developed for the implementation of a protocol; and
 - (b) subsection (3) does not affect the ability of a court to award costs incurred in enforcing a protocol under subsection (2).

6 Limitation of rights

6.1 Section [*insert reference*] of the settlement legislation provides that:

this Protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, land held, managed, or administered or flora or fauna managed or administered, under –

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1 PROTOCOLS: DOC PROTOCOL

- (a) the Conservation Act 1987; or
- (b) the statutes listed in Schedule 1 of that Act.



1 PROTOCOLS: FISHERIES PROTOCOL

**A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF FISHERIES
REGARDING INTERACTION WITH TARANAKI WHĀNUI KI TE UPOKO O TE IKA ON
FISHERIES ISSUES**

1. INTRODUCTION

- 1.1 The Crown, through the Minister of Fisheries (the “**Minister**”) and Chief Executive of the Ministry of Fisheries (the “**Ministry**”), recognises that Taranaki Whānui ki Te Upoko o Te Ika as tangata whenua are entitled to have meaningful input into and participation in fisheries management processes that affect fish stocks in the Taranaki Whānui ki Te Upoko o Te Ika Fisheries Protocol Area (the **Fisheries Protocol Area**) and that are managed by the Ministry under the Fisheries Legislation.
- 1.2 Taranaki Whānui ki Te Upoko o Te Ika as tangata whenua, have a special relationship with all species of fish, aquatic life and seaweed found within the Fisheries Protocol Area, all such species being taonga of Taranaki Whānui ki Te Upoko o Te Ika, and an interest in the sustainable utilisation of all species of fish, aquatic life and seaweed;
- 1.3 Under the Deed of Settlement dated [] between Taranaki Whānui ki Te Upoko o Te Ika and the Crown (the “**Deed of Settlement**”), the Crown agreed that the Minister would issue a Fisheries Protocol (the “**Protocol**”) setting out how the Ministry will interact with Taranaki Whānui ki Te Upoko o Te Ika (the “**governance entity**”) in relation to matters specified in the Protocol. These matters are
- 1.3.1 recognition of the interests of Taranaki Whānui ki Te Upoko o Te Ika in all species of fish, aquatic life or seaweed that exist within the Fisheries Protocol Area;
 - 1.3.2 development of sustainability measures, fisheries regulations and fisheries plans;
 - 1.3.3 customary non-commercial fisheries management;
 - 1.3.4 research planning;
 - 1.3.5 nature and extent of fisheries services;
 - 1.3.6 contracting for services;
 - 1.3.7 employment of staff with customary non-commercial fisheries responsibilities;
 - 1.3.8 Rahui; and
 - 1.3.9 changes to policy and legislation affecting this Protocol.
- 1.4 For the purposes of this Protocol, the governance entity is the body representative of the whānau, hapū and iwi of Taranaki Whānui ki Te Upoko o Te Ika who have an interest in all species of fish, aquatic life and seaweed that exist within the Fisheries Protocol Area.
- 1.5 Taranaki Whānui ki Te Upoko o Te Ika has a responsibility in relation to the preservation, protection and management of its customary non-commercial fisheries. This derives from the status of Taranaki Whānui ki Te Upoko o Te Ika as tangata whenua in the Fisheries Protocol Area. This is inextricably linked to whakapapa and has important cultural and spiritual dimensions. The obligations of the Ministry in respect of fisheries are to ensure ecological sustainability, to meet Te Tiriti o Waitangi/the Treaty of Waitangi and

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

1 PROTOCOLS: FISHERIES PROTOCOL

international obligations. This enables efficient resource use and ensures the integrity of fisheries management systems.

- 1.6. The Ministry and Taranaki Whānui ki Te Upoko o Te Ika are seeking a relationship consistent with the Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The principles of Te Tiriti o Waitangi/the Treaty of Waitangi provide the basis for the relationship between the parties to this Fisheries Protocol.
- 1.7. The Minister and the Chief Executive of the Ministry (the “**Chief Executive**”) have certain powers, functions, and duties as set out in the Fisheries Act 1996. The Minister also has certain powers, functions and duties under the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992.
- 1.8. This Protocol sets out how the Ministry, the Minister and Chief Executive will exercise their powers, functions and duties within the scope of the relevant legislation.
- 1.9. The intention is to create a relationship that achieves the fisheries policies and outcomes sought by both Taranaki Whānui ki Te Upoko o Te Ika and the Ministry, consistent with the Ministry’s obligations as set out in clause 1.3.
- 1.10. In accordance with this Protocol, Taranaki Whānui ki Te Upoko o Te Ika will have the opportunity for input into the policy, planning and decision-making processes relating to the matters set out in this Protocol.
- 1.11. The Ministry will advise the governance entity whenever it proposes to consult with a hapū of Taranaki Whānui ki Te Upoko o Te Ika or with another iwi or hapū with interests inside the Fisheries Protocol Area on matters that could affect Taranaki Whānui ki Te Upoko o Te Ika interests.

2. PROTOCOL AREA

- 2.1. This Protocol applies across the Fisheries Protocol Area which is defined as the area identified in the map in Attachment A of this Protocol.
- 2.2. The area extends from Windy Point (41°24.0'S 174°59.2'E) west and north along the coast to a point north of Pipinui Point (41°09.3'S. 174°46.1'E) and includes all waters extending out to the boundaries of the adjacent Fisheries Management Areas.
- 2.3. The Protocol Area also includes all natural lakes, rivers and streams on the landward side of mean high water spring along this extent of coast line.

3. TERMS OF ISSUE

- 3.1. This Protocol is issued pursuant to section [insert number] of the Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) Claims Settlement Act (the “**Settlement Legislation**”) that implements clause 9.4 of the Deed of Settlement and is subject to the Settlement Legislation and the Deed of Settlement.
- 3.2. This Protocol must be read subject to the terms of issue as set out in Attachment B.



1 PROTOCOLS: FISHERIES PROTOCOL

4 IMPLEMENTATION AND COMMUNICATION OF THIS FISHERIES PROTOCOL

- 4.1 The Ministry will meet with the governance entity to agree a strategy to implement this Protocol as soon as practicable after this Protocol is issued. The strategy may include:
- 4.1.1 matters raised in this Protocol;
 - 4.1.2 reporting processes to be put in place, for example an annual report to be provided by the Ministry to the governance entity; and
 - 4.1.3 review processes for this Protocol.
- 4.2 The implementation strategy described in clause 4.1 of this Protocol will have effect from the effective date.
- 4.3 The Iwi's customary commercial activities are regulated through the Maori Fisheries Act 2004. The Act provides for the establishment of a Mandated Iwi Organisation which has responsibilities for iwi commercial fisheries and aquaculture in the Protocol Area. It also has responsibilities in customary non-commercial fisheries. Consequently, the governance entity may from time to time designate other groups that they feel are appropriate to speak on their behalf or represent them in discussions on some or all of this Protocol.
- 4.4 The Ministry and the governance entity will establish and maintain effective and efficient communication with each other on a continuing basis, by:
- 4.4.1 the governance entity providing, and the Ministry maintaining, information on their management arrangements office holders, and their addresses and contact details;
 - 4.4.2 the Ministry providing, and the governance entity maintaining, information on a primary Ministry contact;
 - 4.4.3 providing reasonable opportunities for the governance entity and Ministry managers and staff to meet with each other, including arranging annual meetings to discuss and (if possible) resolve any issue that has arisen in the past 12 months; and
 - 4.4.4 the Ministry identifying staff positions that will be working closely with the governance entity to inform those staff of the contents of this Protocol and their responsibilities and roles under it.
- 4.5 The Ministry will:
- 4.5.1 as far as reasonably practicable, provide the governance entity the opportunity to train relevant Ministry staff on their values and practices; and
 - 4.5.2 as far as reasonably practicable, inform fisheries stakeholders about this Protocol and the Taranaki Whānui ki Te Upoko o Te Ika settlement, and provide ongoing information as required.



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

1 PROTOCOLS: FISHERIES PROTOCOL

5 TUNA / EELS

- 5.1 The Ministry recognises that the governance entity has a customary non-commercial interest in the tuna (eel) fishery within the Fisheries Protocol Area. In particular, the possibility of the enhancement of that fishery through the transfer of elvers and the possibility of farming tuna from glass eel harvested in the area.
- 5.2 In each of the three years after the Settlement Date, upon written notice, the governance entity may apply to the Chief Executive for a special permit under section 97 of the Fisheries Act 1996. Ministry staff shall meet with representatives of the governance entity at a mutually acceptable venue, and consult with them on the following:
- 5.2.1 the maximum quantity of undersized tuna (eel) that is likely to be permitted to be taken under a special permit (Permitted Catch) from each of the three sites within the Fisheries Protocol Area (up to a maximum of nine sites during the three year period after the Settlement Date); and
- 5.2.2 the likely conditions of any Permitted Catch, in relation to each of those specified sites, including the likely conditions in relation to the relocation of any of that Permitted Catch:
- (a) in waterways in the Fisheries Protocol Area; and
- (b) to aquaculture farms.
- 5.3 In recognition of the particular importance of tuna/eel fisheries to the governance entity the Chief Executive will consider, in accordance with relevant legislation and operational processes, any application from the governance entity for a special permit to take undersized tuna (elvers or glass eels) from waterways within the Fisheries Protocol Area as part of any enhancement or aquaculture project.
- 5.4 For the purposes of clauses 5.1 to 5.3:
- 5.4.1 tuna (eel) is defined as:
- (a) *Anguilla dieffenbachii* (longfinned eel);
- (b) *Anguilla australis* (shortfinned eel); and
- (c) *Anguilla rheinhartii* (Australian longfinned eel); and
- 5.4.2 undersized tuna (eel) is tuna (eel) with a weight less than the minimum weight prescribed for the taking of tuna (eel) by or under the Fisheries Act 1996 (which, at the date of the Deed of Settlement, was 220 grams).

6 PAUA FISHERY

- 6.1 The Ministry recognises that Taranaki Whānui ki Te Upoko o Te Ika have a customary non-commercial interest in the paua fishery within the Fisheries Protocol Area.
- 6.2 Officials from the Ministry will provide for input and participation of Taranaki Whānui ki Te Upoko o Te Ika by seeking their views on the management measures to be taken to sustainably manage the paua fishery. Such input and participation will occur prior to any decision being taken to give effect to any proposal. This will be held at a Taranaki Whānui

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1 PROTOCOLS: FISHERIES PROTOCOL

ki Te Upoko o Te Ika marae or any other appropriate venue within the Fisheries Protocol Area that is chosen by the governance entity.

- 6.3 The Ministry will also provide the governance entity with the opportunity to participate in research planning in the paua fishery. Further, the governance entity will be consulted on the Ministry's compliance planning that would affect the paua fishery. Further details on the governance entity's involvement in research planning are outlined in section 11 of this Protocol.
- 6.4 The Minister will ensure when considering any proposal affecting the paua fishery in the Fisheries Protocol Area, that the customary non-commercial fishing interests of Taranaki Whānui ki Te Upoko o Te Ika are recognised and provided for in accordance with section 10 of the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992.

7 THE PARANGARAHU (PENCARROW) LAKES

- 7.1 The Ministry recognises that Taranaki Whānui ki Te Upoko o Te Ika is the owner of the Parangarahu (Pencarrow) Lake beds (Kohangapiripiri and Kohangatera).
- 7.2 Officials from the Ministry will provide for the input and participation of the governance entity by seeking their views on fisheries management measures to be taken to sustainably manage fishing in the Lakes. Such input and participation will occur prior to any decision being taken to give effect to any proposal and will be held at a Taranaki Whānui ki Te Upoko o Te Ika marae or any other appropriate venue within the Fisheries Protocol Area that is chosen by the governance entity.
- 7.3 The Ministry would also provide the governance entity the opportunity to participate in research planning for research to be conducted in the Parangarahu (Pencarrow) Lakes and be consulted on the Ministry's compliance planning that would affect the Parangarahu (Pencarrow) Lakes.

8 DEVELOPMENT OF SUSTAINABILITY MEASURES, FISHERIES REGULATIONS AND FISHERIES PLANS AND CONSULTATION

- 8.1 The Minister exercises powers and functions under the Fisheries Act 1996 relating to the setting of sustainability measures and the approval of a Fisheries Plan for any species of fish aquatic life or seaweed within the Fisheries Protocol Area. Further, the Fisheries Act 1996 provides the power to make regulations affecting the Fisheries Protocol Area.

The Fisheries Act 1996 and The Treaty of Waitangi (Fisheries Claims) Settlement Act 1992 provides the authority for consultation.

When exercising powers or functions the Minister shall:

- 8.1.1 provide the governance entity with all reasonably available background information in relation to the setting of sustainability measures, the making of fisheries regulations, and the development/implementation of fisheries plans;
- 8.1.2 inform the governance entity, in writing, of any proposed changes in relation to:



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1 PROTOCOLS: FISHERIES PROTOCOL

- (a) the setting of sustainability measures;
 - (b) the making, or repealing of fisheries regulations;
 - (c) the development/implementation of fisheries plans;
 - (d) as soon as reasonably practicable to enable Taranaki Whānui ki Te Upoko o Te Ika to respond in an informed way.
- 8.1.3 provide the governance entity at least 30 working days from receipt of the written information described in clause 8.1.2 in which to respond, verbally or in writing, to any such proposed changes;
- 8.1.4 as far as reasonably practicable, meet with the governance entity to discuss any proposed changes to sustainability measures, fisheries regulations, or fisheries plans, if requested by the governance entity to do so;
- 8.1.5 incorporate the views of the governance entity into any advice given to the Minister or other stakeholders on proposed changes to sustainability measures, fisheries regulations, or fisheries plans that affect the governance entity's interests, and provide a copy of that advice to the governance entity; and
- 8.1.6 report back to the governance entity within 20 working days of any final decision in relation to sustainability measures, fisheries regulations, or fisheries plans.

9 MANAGEMENT PLANNING

- 9.1 The governance entity will develop a fisheries management plan that relates to the Fisheries Protocol Area.
- 9.2 The Ministry will assist the governance entity, within the resources available to the Ministry, to develop a fisheries management plan that relates to the Fisheries Protocol Area.
- 9.3 The parties agree that the plan will address:
- 9.3.1 the objectives of the governance entity for the management of their customary, commercial, recreational and environmental interests in fisheries resources within the Fisheries Protocol Area;
 - 9.3.2 how the governance entity will participate in fisheries management in the Fisheries Protocol Area;
 - 9.3.3 how the customary, commercial and recreational fishing interests of the governance entity will be managed in an integrated way; and
 - 9.3.4 how the governance entity will participate in the Ministry's sustainability processes that affect fisheries resources and seaweed in the Fisheries Protocol Area.
- 9.4 The parties agree to meet, as soon as reasonably practicable after the effective date, to discuss:
- 9.4.1 the content of the fisheries management plan, including how the plan will legally express, protect and recognise the mana of Taranaki Whānui ki Te Upoko o Te Ika; and
 - 9.4.2 ways in which the Ministry will work with the governance entity to develop and review the plan.

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1 PROTOCOLS: FISHERIES PROTOCOL

10 REGIONAL IWI FORUMS

- 10.1 The Ministry is working with Iwi to establish regional Iwi forums to enable Iwi to have input into and participate in processes to address sustainability measures, fisheries regulations, fisheries plans and the establishment of marine protected areas.
- 10.2 Where the Ministry is seeking to establish a regional Iwi forum in an area that will include the Fisheries Protocol Area, the Ministry will ensure that Taranaki Whānui ki Te Upoko o Te Ika will have an opportunity to participate in the development and operation of that forum.

11 MANAGEMENT OF CUSTOMARY NON-COMMERCIAL FISHERIES

- 11.1 The Ministry undertakes to provide the governance entity with such information and assistance (within its resource capabilities) as may be necessary for the proper administration of the Fisheries (Kaimoana Customary Fishing) Regulations 1998. This information and assistance may include, but is not limited to:
- 11.1.1 discussions with the Ministry on the implementation of the regulations within the Fisheries Protocol Area;
 - 11.1.2 provision of existing information, if any, relating to the sustainability, biology, fishing activity and fisheries management within the Fisheries Protocol Area;
 - 11.1.3 resources to assist the governance entity to carry out their role in the development of fisheries bylaws; and
 - 11.1.4 training the governance entity to enable them to administer and implement the fisheries regulations.

12 RESEARCH PLANNING PROCESS

- 12.1 The Ministry will provide the governance entity with all reasonably available background information to participate in the processes, timelines and objectives associated with the research planning process of the Ministry.
- 12.2 The Ministry will consult with the governance entity on all research proposals for fisheries within the Fisheries Protocol Area.
- 12.3 The Ministry will provide the governance entity, within 30 working days of the execution of the Protocol, with information on the requirements for becoming an 'Approved Research Provider'. Should the requirements for becoming and remaining an 'Approved Research Provider' change over time; the Ministry will inform them about those changes.

Paua Fishery

- 12.4 Taranaki Whānui ki Te Upoko o Te Ika has an interest in the conduct of any research involving paua. Where they seek to conduct research on paua, the Ministry will consult with and provide advice to the governance entity on the requirements to undertake such research.
- 12.5 Where other parties wish to conduct research within the Fisheries Protocol Area, the Ministry will consult the governance entity on the research application and take account of its views when considering whether a research permit should be granted or the conditions applying to such a research permit.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

1 PROTOCOLS: FISHERIES PROTOCOL

13 NATURE AND EXTENT OF FISHERIES SERVICES

- 13.1 The Ministry will each year consult with the governance entity on the Ministry's annual business plan.
- 13.2 The Ministry will provide the governance entity with the opportunity to put forward proposals for the provision of services that they deem necessary for the management of fisheries within the Fisheries Protocol Area.

14 CONTRACTING FOR SERVICES

- 14.1 The Ministry will consult with the governance entity in respect of any contract for the provision of services that may impact on the management of customary fisheries within the Fisheries Protocol Area.

15 EMPLOYMENT OF STAFF WITH CUSTOMARY FISHERIES RESPONSIBILITIES

- 15.1 The Ministry will consult with the governance entity on certain aspects of the employment of Ministry staff if a particular vacancy directly affects the fisheries interests of Taranaki Whānui ki Te Upoko o Te Ika within the Fisheries Protocol Area.
- 15.2 The level of consultation shall be relative to the degree to which the vacancy impacts upon the interests of other Iwi as well as those of Taranaki Whānui ki Te Upoko o Te Ika, and may be achieved by one or more of the following:
- 15.2.1 consultation on the job description and work programme;
 - 15.2.2 direct notification of the vacancy;
 - 15.2.3 consultation on the location of the position; and
 - 15.2.4 input into the selection of the interview panel.

16 RĀHUI

- 16.1 The Ministry recognises that rāhui is a traditional use and management practice of Taranaki Whānui ki Te Upoko o Te Ika and supports their rights to place traditional rāhui over their customary fisheries.
- 16.2 The Ministry and the governance entity acknowledge that a traditional rāhui placed by the governance entity over their customary fisheries has no force in law and cannot be enforced by the Ministry, and that adherence to any rāhui is a matter of voluntary choice.
- 16.3 The governance entity undertakes to inform the Ministry of the placing and the lifting of a rāhui over their customary fisheries.
- 16.4 The Ministry undertakes to inform a representative of any fisheries stakeholder groups that fish in the area, to which the rāhui has been applied, to the extent that such groups exist, of the placing and lifting of the rāhui by the governance entity over their customary fisheries, in a manner consistent with the understandings outlined in clause 16.2 above.
- 16.5 As far as reasonably practicable, the Ministry undertakes to consider the application of section 186A of the Fisheries Act 1996 to support a rāhui proposed by the governance entity over their customary fisheries for purposes consistent with the legislative requirements for the application of section 186A of the Fisheries Act 1996, noting these

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

1 PROTOCOLS: FISHERIES PROTOCOL

requirements preclude the use of section 186A to support rāhui placed in the event of a drowning.

17 CONSULTATION

- 17.1 Where the Ministry is required to consult under clauses 6.3, 12.2, 12.4, 12.5, 13.1, 14.1 and 15.1 of this Protocol, the basic principles that will be followed by the Ministry in consulting with the governance entity in each case are:
- 17.1.1 ensuring that the governance entity is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues to be the subject of the consultation;
 - 17.1.2 providing the governance entity with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;
 - 17.1.3 ensuring that sufficient time is given for the participation of the governance entity in the decision making process including the preparation of submissions by the governance entity in relation to any of the matters that are the subject of the consultation; and
 - 17.1.4 ensuring that the Ministry will approach consultation with the governance entity with an open mind, and will genuinely consider their submissions in relation to any of the matters that are the subject of the consultation.
- 17.2 Where the Ministry has consulted with the governance entity as specified in clause 17.1, the Ministry will report back to the governance entity on the decisions made as a result of any such consultation.

18 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

- 18.1 If the Ministry consults with iwi on policy development or any proposed legislative amendment to the Fisheries Act 1996 which impacts upon this Protocol, the Ministry shall:
- 18.1.1 notify the governance entity of the proposed policy development or proposed legislative amendment upon which iwi will be consulted;
 - 18.1.2 make available to the governance entity the information provided to iwi as part of the consultation process referred to in this clause; and
 - 18.1.3 report back to the governance entity on the outcome of any such consultation.

19 DEFINITIONS

- 19.1 In this Protocol:

Crown means the Sovereign in right of New Zealand and includes, where appropriate, the Ministers and Departments of the Crown that are involved in, or bound by the terms of the Deed of Settlement to participate in, any aspect of the redress under the Heads of Agreement;

governance entity has the meaning set out in paragraph 8.1 of the provisions schedule to the Deed of Settlement; and

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1 PROTOCOLS: FISHERIES PROTOCOL

Protocol means a statement in writing, issued by the Crown through the Minister to the governance entity under the Settlement Legislation and the Deed of Settlement and includes this Fisheries Protocol.

ISSUED on []

SIGNED for and on behalf of **THE SOVEREIGN** in right of New Zealand by the Minister of Fisheries:

WITNESS

Name:

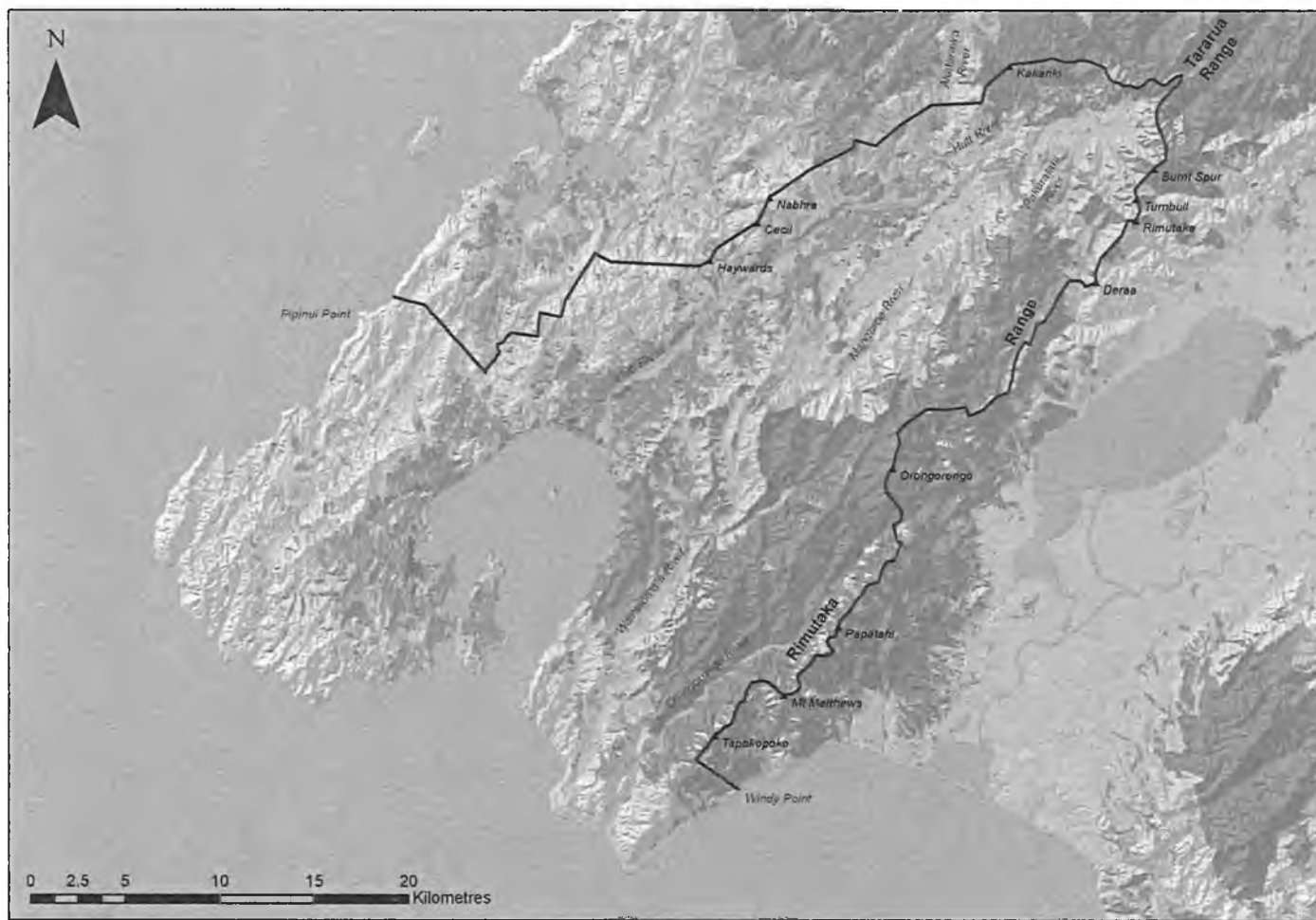
Occupation:

Address:



1 PROTOCOLS: FISHERIES PROTOCOL

ATTACHMENT A
FISHERIES PROTOCOL AREA



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1 PROTOCOLS: FISHERIES PROTOCOL

ATTACHMENT B

TERMS OF ISSUE

This Protocol is issued subject to the provisions of the deed of settlement and the settlement legislation. These provisions are set out below.

1 Provisions of the deed of settlement relating to this Protocol

1.1 The deed of settlement provides that:

1.1.1 a failure by the Crown to comply with a protocol is not a breach of the deed of settlement (paragraph 3.3 of the provisions schedule);

1.1.2 this Protocol does not override or limit:

- (a) legislative rights, powers, or obligations; or
- (b) the functions, duties, and powers of Ministers, officials, and others under legislation; or
- (c) the ability of the Crown to interact or consult with persons other than Taranaki Whānui ki Te Upoko o Te Ika or the governance entity.

2 Authority to issue, amend or cancel protocols

2.1 Section [*insert reference*] of the settlement legislation provides that:

- (1) each responsible Minister may –
 - (a) issue a protocol to the governance entity in the form set out in part 1 of the documents schedule to the deed of settlement; and
 - (b) amend or cancel that protocol.
- (2) a protocol may be amended or cancelled under subsection (1) at the initiative of either –
 - (a) the governance entity; or
 - (b) the responsible Minister.
- (3) the responsible Minister may amend or cancel a protocol only after consulting with, and having particular regard to the views of, the governance entity.

3 Protocols subject to rights, functions, and obligations

3.1 Section [*insert reference*] of the settlement legislation provides that:

1 PROTOCOLS: FISHERIES PROTOCOL

protocols do not restrict:

- (1) the ability of the Crown to exercise its powers and perform its functions and duties in accordance with the law and government policy, which includes, without limitation, the ability to –
 - (a) introduce legislation and change government policy; and
 - (b) issue a protocol to, or interact or consult with a person the Crown considers appropriate, including, without limitation, any iwi, hapū, marae, whānau, or other representative of tangata whenua; or
- (2) the responsibilities of the responsible Minister or a responsible department; or
- (3) the legal rights of the governance entity or a representative entity.

4 Noting of this Protocol

4.1 Section [*insert reference*] of the settlement legislation provides that:

- (1) a summary of the terms of this Protocol must be noted in the fisheries plans affecting the fisheries protocol area.
- (2) the noting of this Protocol is –
 - (a) for the purpose of public notice only; and
 - (b) not an amendment to a fisheries plan for the purposes of section 11A of the Fisheries Act 1996.

5 Enforcement of a protocol

5.1 Section [*insert reference*] of the settlement legislation provides that:

- (1) the Crown must comply with a protocol while it is in force.
- (2) if the Crown fails, without good cause, to comply with a protocol, the governance entity may, subject to the Crown Proceedings Act 1950, enforce the protocol.
- (3) despite subsection (2), damages or any form of monetary compensation are not available as a remedy for failure by the Crown to comply with a protocol.
- (4) to avoid doubt,-
 - (a) subsections (1) and (2) do not apply to guidelines developed for the implementation of a protocol; and
 - (b) subsection (3) does not affect the ability of a court to award costs incurred in enforcing a protocol under subsection (2).

6 Limitation of rights

6.1 Section [*insert reference*] of the settlement legislation provides that:

this Protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, assets or other property rights (including in respect of fish, aquatic life, and seaweed) held, managed, or administered under any of the following enactments:

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1 PROTOCOLS: FISHERIES PROTOCOL

- (a) the Fisheries Act 1996:
- (b) the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992:
- (c) the Maori Commercial Aquaculture Claims Settlement Act 2004;
- (d) the Maori Fisheries Act 2004.



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

1 PROTOCOLS: MINISTRY FOR CULTURE AND HERITAGE PROTOCOL

**A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER FOR ARTS, CULTURE
AND HERITAGE REGARDING INTERACTION WITH TARANAKI WHĀNUI KI TE UPOKO O
TE IKA ON SPECIFIED ISSUES**

1 INTRODUCTION

- 1.1 Under the Deed of Settlement dated [] between Taranaki Whānui ki Te Upoko o Te Ika and the Crown (the “Deed of Settlement”), the Crown agreed that the Minister for Arts, Culture and Heritage (the “Minister”) would issue a protocol (the “Protocol”) setting out how the Minister and the Chief Executive for the Ministry for Culture and Heritage (the “Chief Executive”) will interact with the governance entity on matters specified in the Protocol. These matters are:
- 1.1.1 Protocol Area – Part 2;
 - 1.1.2 Terms of issue – Part 3
 - 1.1.3 Implementation and communication – Part 4
 - 1.1.4 The role of the Chief Executive under the Protected Objects Act 1975 – Part 5
 - 1.1.5 The role of the Minister under the Protected Objects Act 1975 – Part 6
 - 1.1.6 Taranaki Whānui ki Te Upoko o Te Ika Ngā Taonga Tūturu held by Te Papa Tongarewa – Part 7
 - 1.1.7 Effects on Taranaki Whānui ki Te Upoko o Te Ika’s interest in the Protocol Area – Part 8
 - 1.1.8 Registration as a collector of Ngā Taonga Tūturu – Part 9
 - 1.1.9 Board Appointments – Part 10
 - 1.1.10 National Monuments, War Graves and Historical Graves – Part 11
 - 1.1.11 Grave of Honiana Te Puni – Part 12
 - 1.1.12 History publications relating to Taranaki Whānui ki Te Upoko o Te Ika – Part 13
 - 1.1.13 Cultural and/or Spiritual Practices and Tendering – Part 14
 - 1.1.14 Consultation – Part 15
 - 1.1.15 Changes to legislation affecting this Protocol –Part 16
 - 1.1.16 Definitions – Part 17
- 1.2 For the purposes of this Protocol the governance entity is the body representative of the whanau, hapū, and iwi of Taranaki Whānui ki Te Upoko o Te Ika who have an interest in the matters covered under this Protocol. This derives from the status of the governance entity as tangata whenua in the Protocol Area and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1 PROTOCOLS: MINISTRY FOR CULTURE AND HERITAGE PROTOCOL

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

2 PROTOCOL AREA

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

3 TERMS OF ISSUE

- 3.1 This Protocol is issued pursuant to section [] of the Port Nicholson Block (Taranaki Whānui ki Te Upoko) Claims Settlement Act [] ("the Settlement Legislation") that implements the Taranaki Whānui ki te Upoko o Te Ika Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.
- 3.2 This Protocol must be read subject to the terms of issue set out in Attachment B.

4 IMPLEMENTATION AND COMMUNICATION

- 4.1 The Chief Executive will maintain effective communication with the governance entity by:
 - 4.1.1 maintaining information provided by the governance entity on the office holders of the governance entity and their addresses and contact details;
 - 4.1.2 discussing with the governance entity concerns and issues notified by the governance entity about this Protocol;
 - 4.1.3 as far as reasonably practicable, providing opportunities for the governance entity to meet with relevant Ministry Managers and staff;
 - 4.1.4 meeting with the governance entity to review the implementation of this Protocol at least once a year, if requested by either party;
 - 4.1.5 as far as reasonably practicable, training relevant employees within the Ministry on this Protocol to ensure that they are aware of the purpose, content and implications of this Protocol;
 - 4.1.6 as far as reasonably practicable, inform other organisations with whom it works, central government agencies and stakeholders about this Protocol and provide ongoing information; and
 - 4.1.7 including a copy of the Protocol with the governance entity on the Ministry's website.

1 PROTOCOLS: MINISTRY FOR CULTURE AND HERITAGE PROTOCOL

5 THE ROLE OF THE CHIEF EXECUTIVE UNDER THE PROTECTED OBJECTS ACT 1975

General

- 5.1 The Chief Executive has certain functions, powers and duties in terms of the Act and will consult, notify and provide information to the governance entity within the limits of the Act. From the date this Protocol is issued the Chief Executive will:
- 5.1.1 notify the governance entity in writing of any Taonga Tūturu found within the Protocol Area or identified as being of Taranaki Whānui ki te Upoko o te Ika origin found anywhere else in New Zealand;
 - 5.1.2 provide for the care, recording and custody of any Taonga Tūturu found within the Protocol Area or identified as being of Taranaki Whānui ki te Upoko o te Ika origin found anywhere else in New Zealand;
 - 5.1.3 notify the governance entity in writing of its right to lodge a claim with the Chief Executive for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Taranaki Whānui ki te Upoko o te Ika origin found anywhere else in New Zealand;
 - 5.1.4 notify the governance entity in writing of its right to apply directly to the Maori Land Court for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of Taranaki Whānui ki te Upoko o te Ika origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu; and
 - 5.1.5 notify the governance entity in writing of any application to the Maori Land Court from any other person for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of Taranaki Whānui ki te Upoko o te Ika origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu.

Applications for Ownership

- 5.2. If the governance entity lodges a claim of ownership with the Chief Executive and there are no competing claims for any Taonga Tūturu found within the Protocol Area or identified as being of Taranaki Whānui ki te Upoko o te Ika origin found anywhere else in New Zealand, the Chief Executive will, if satisfied that the claim is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.
- 5.3 If there is a competing claim or claims lodged in conjunction with the governance entity's claim of ownership, the Chief Executive will consult with the governance entity for the purpose of resolving the competing claims, and if satisfied that a resolution has been agreed to, and is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.
- 5.4 If the competing claims for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Taranaki Whānui ki te Upoko o te Ika origin found anywhere else in New Zealand, cannot be resolved, the Chief Executive at the request of the governance entity may facilitate an application to the Māori Land Court for determination of ownership of the Taonga Tūturu.



1 PROTOCOLS: MINISTRY FOR CULTURE AND HERITAGE PROTOCOL

Applications for Custody

- 5.5 If no ownership application is made to the Māori Land Court for any Taonga Tūturu found within the Protocol Area or identified as being of Taranaki Whānui ki te Upoko o te Ika origin found elsewhere in New Zealand by the governance entity or any other person, the Chief Executive will:
- 5.5.1 consult the governance entity where there is any request from any other person for the custody of the Taonga Tūturu;
 - 5.5.2 consult the governance entity before a decision is made on who may have custody of the Taonga Tūturu; and
 - 5.5.3 notify the governance entity in writing of the decision made by the Chief Executive on the custody of the Taonga Tūturu.

Export Applications

- 5.6 For the purpose of seeking an expert opinion from the governance entity on any export applications to remove any Taonga Tūturu of Taranaki Whānui ki te Upoko o te Ika origin from New Zealand, the Chief Executive will register the governance entity on the Ministry for Culture and Heritage's Register of Expert Examiners.
- 5.7 Where the Chief Executive receives an export application to remove any Taonga Tūturu of Taranaki Whānui ki te Upoko o te Ika origin from New Zealand, the Chief Executive will consult the governance entity as an Expert Examiner on that application, and notify the governance entity in writing of his or her decision.

6. THE ROLE OF THE MINISTER UNDER THE PROTECTED OBJECTS ACT 1975

- 6.1 The Minister has functions, powers and duties under the Act and may consult, notify and provide information to the governance entity within the limits of the Act. In circumstances where the Chief Executive originally consulted the governance entity as an Expert Examiner, the Minister may consult with the governance entity where a person appeals the decision of the Chief Executive to:
- 6.1.1 refuse permission to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand; or
 - 6.1.2 impose conditions on the approval to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand.
 - 6.1.3 the Ministry will notify the governance entity in writing of the Minister's decision on an appeal in relation to an application to export any Taonga Tūturu where the governance entity was consulted as an Expert Examiner.

7. TARANAKI WHĀNUI KI TE UPOKO O TE IKA NGA TAONGA TUTURU HELD BY TE PAPA TONGAREWA

- 7.1 The Chief Executive will invite Te Papa Tongarewa to enter into a relationship with the governance entity, for the purposes of Te Papa Tongarewa compiling a full inventory of Taonga Tūturu held by Te Papa Tongarewa, which are of cultural, spiritual and historical importance to Taranaki Whānui ki Te Upoko o Te Ika; and

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1 PROTOCOLS: MINISTRY FOR CULTURE AND HERITAGE PROTOCOL

7.2 associated costs and/or additional resources required to complete the obligations under paragraph 7.1 will be funded by Te Papa Tongarewa, as resources allow.

8. EFFECTS ON TARANAKI WHĀNUI KI TE UPOKO O TE IKA'S INTERESTS IN THE PROTOCOL AREA

8.1 The Chief Executive and governance entity shall discuss any policy and legislative development, which specifically affects Taranaki Whānui ki Te Upoko o Te Ika interests in the Protocol Area.

8.2 The Chief Executive and governance entity shall discuss any of the Ministry's operational activities, which specifically affect Taranaki Whānui ki Te Upoko o te Ika interest in the Protocol Area.

8.3 Notwithstanding paragraphs 8.1 and 8.2 above the Chief Executive and governance entity shall meet to discuss Taranaki Whānui ki Te Upoko o Te Ika interests in the Protocol Area as part of the meeting specified in clause 4.1.4.

9. REGISTRATION AS A COLLECTOR OF NGĀ TAONGA TŪTURU

9.1 The Chief Executive will register the governance entity as a Registered Collector of Taonga Tūturu.

10. BOARD APPOINTMENTS

10.1 The Chief Executive shall:

10.1.1 notify the governance entity of any vacancies on Boards administered by the Ministry;

10.1.2 include governance entity nominees in the Ministry for Culture and Heritage's Nomination Register, for consideration during the process of making Board appointments; and

10.1.3 notify the governance entity of any appointments to any Boards administered by the Ministry, where these are publicly notified.

11. NATIONAL MONUMENTS, WAR GRAVES AND HISTORIC GRAVES

11.1 The Chief Executive shall seek and consider the views of the governance entity on any national monument, war grave, historical grave or urupā, managed or administered by the Ministry, which specifically relates to Taranaki Whānui ki Te Upoko o Te Ika's interests.

12. GRAVE OF HONIANA TE PUNI

12.1 The Chief Executive shall have regard to the views of the governance entity in relation to any matter concerning the grave of Honiana Te Puni.

13. HISTORY PUBLICATIONS RELATING TO TARANAKI WHĀNUI KI TE UPOKO O TE IKA

13.1 The Chief Executive shall:



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1 PROTOCOLS: MINISTRY FOR CULTURE AND HERITAGE PROTOCOL

13.1.1 provide the governance entity with a list of all history publications commissioned or undertaken by the Ministry that relates substantially to Taranaki Whānui ki Te Upoko o Te Ika, and will supply these on request; and

13.1.2 discuss with the governance entity any work the Ministry undertakes that deals specifically or substantially with Taranaki Whānui ki Te Upoko o Te Ika.

14. PROVISION OF CULTURAL AND/OR SPIRITUAL PRACTICES AND PROFESSIONAL SERVICES

14.1 When the Chief Executive requests cultural and/or spiritual practices to be undertaken by Taranaki Whānui ki Te Upoko o Te Ika within the Protocol Area, the Chief Executive will make a contribution, subject to prior mutual agreement, to the costs of undertaking such practices.

14.2 Where appropriate, the Chief Executive will consider using the governance entity as a provider of professional services.

14.3 The procurement by the Chief Executive of any such services set out in Clauses 14.1 and 14.2 is subject to the Government's Mandatory Rules for Procurement by Departments, all government good practice policies and guidelines, and the Ministry's purchasing policy.

15. CONSULTATION

15.1 Where the Chief Executive is required to consult under this Protocol, the basic principles that will be followed in consulting with the governance entity in each case are:

15.1.1 ensuring that the governance entity is consulted as soon as reasonably practicable following the identification and determination by the Chief Executive of the proposal or issues to be the subject of the consultation;

15.1.2 providing the governance entity with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;

15.1.3 ensuring that sufficient time is given for the participation of the governance entity in the decision making process including the preparation of submissions by the governance entity in relation to any of the matters that are the subject of the consultation;

15.1.4 ensuring that the Chief Executive will approach the consultation with the governance entity with an open mind, and will genuinely consider the submissions of the governance entity in relation to any of the matters that are the subject of the consultation; and

15.1.5 report back to the governance entity, either in writing or in person, in regard to any decisions made that relate to that consultation.

16 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

16.1 If the Chief Executive consults with Māori generally on policy development or any proposed legislative amendment to the Act that impacts upon this Protocol, the Chief Executive shall:

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

1 PROTOCOLS: MINISTRY FOR CULTURE AND HERITAGE PROTOCOL

16.1.1 notify the governance entity of the proposed policy development or proposed legislative amendment upon which Māori generally will be consulted;

16.1.2 make available to the governance entity the information provided to Māori as part of the consultation process referred to in this clause; and

16.1.3 report back to the governance entity on the outcome of any such consultation.

17. DEFINITIONS

17.1 In this Protocol:

Chief Executive means the Chief Executive of the Ministry for Culture and Heritage and includes any authorised employee of the Ministry for Culture and Heritage acting for and on behalf of the Chief Executive

Crown means the Sovereign in right of New Zealand and includes, where appropriate, the Ministers and Departments of the Crown that are involved in, or bound by the terms of the Deed of Settlement to participate in, any aspect of the redress under the Deed of Settlement

Expert Examiner has the same meaning as in section 2 of the Act and means a body corporate or an association of persons

Found has the same meaning as in section 2 of the Act and means:

in relation to any Taonga Tūturu, means discovered or obtained in circumstances which do not indicate with reasonable certainty the lawful ownership of the Taonga Tūturu and which suggest that the Taonga Tūturu was last in the lawful possession of a person who at the time of finding is no longer alive; and 'finding' and 'finds' have corresponding meanings

governance entity means the trustees for the time being of the Port Nicholson Block Settlement Trust.

Ngā Taonga Tūturu has the same meaning as in section 2 of the Act and means 2 or more Taonga Tūturu

Protocol means a statement in writing, issued by the Crown through the Minister to the governance entity under the Settlement Legislation and the Deed of Settlement and includes this Protocol

Taonga Tūturu has the same meaning as in section 2 of the Act and means:

an object that—

(a) relates to Māori culture, history, or society; and

(b) was, or appears to have been,—

(i) manufactured or modified in New Zealand by Māori; or

(ii) brought into New Zealand by Māori; or

(iii) used by Māori; and

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

1 PROTOCOLS: MINISTRY FOR CULTURE AND HERITAGE PROTOCOL

(c) is more than 50 years old

Taranaki Whānui ki Te Upoko o Te Ika has the meaning set out in clause 8.1 of the Deed of Settlement.

ISSUED on []

SIGNED for and on behalf of **THE SOVEREIGN** in right of New Zealand by the Minister for Arts, Culture and Heritage:

WITNESS

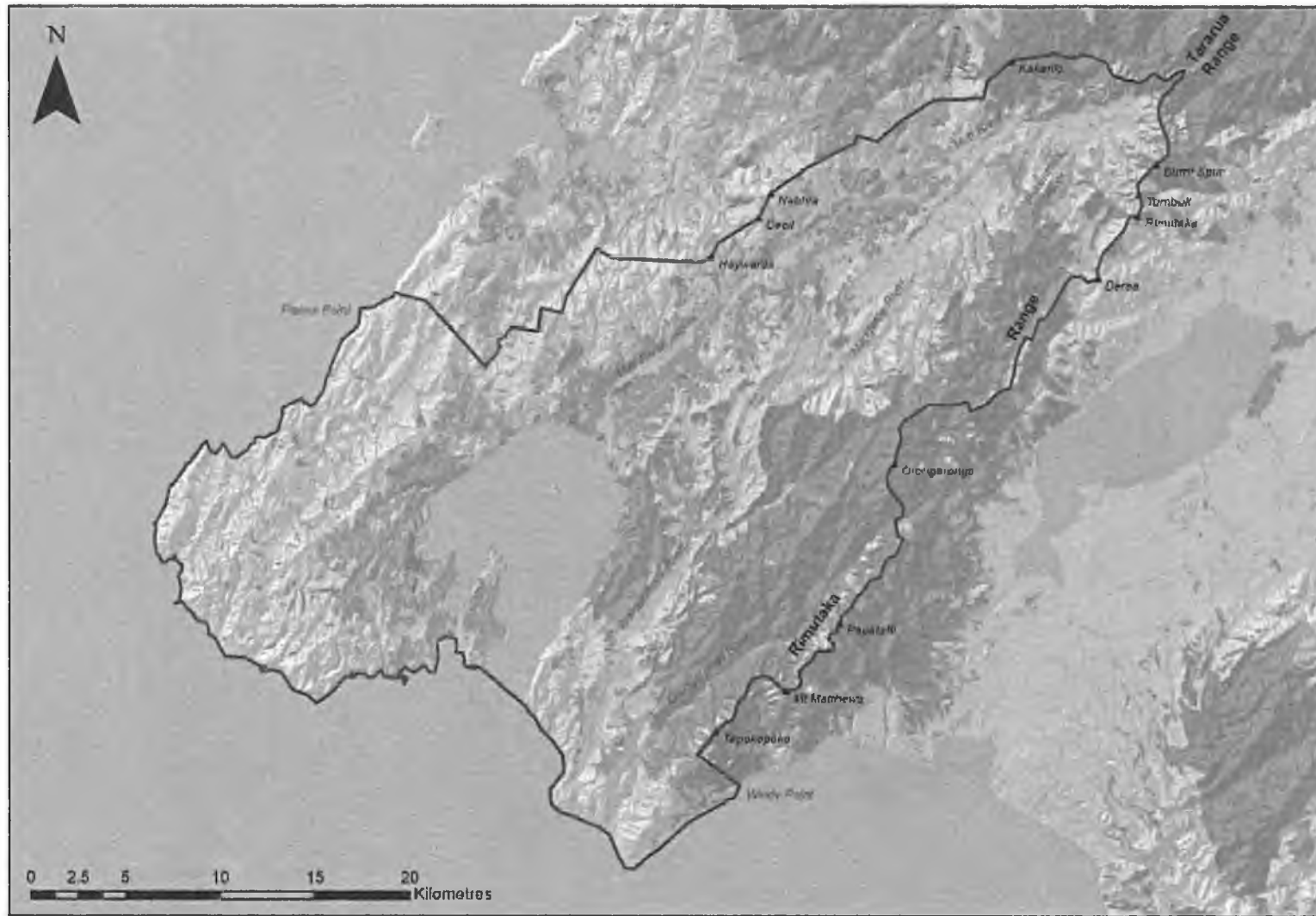
Name:

Occupation:

Address:



ATTACHMENT A
THE MINISTRY FOR CULTURE AND HERITAGE PROTOCOL AREA



ATTACHMENT B

TERMS OF ISSUE

This Protocol is issued subject to the provisions of the deed of settlement and the settlement legislation. These provisions are set out below.

1 Provisions of the deed of settlement relating to this Protocol

1.1 The deed of settlement provides that:

1.1.1 a failure by the Crown to comply with a protocol is not a breach of the deed of settlement (paragraph 3.3 of the provisions schedule); and

1.1.2 this protocol does not override or limit:

- (a) legislative rights, powers, or obligations; or
- (b) the functions, duties, and powers of Ministers, officials and others under legislation; or
- (c) the ability of the Crown to interact or consult with persons other than Taranaki Whānui ki Te Upoko o Te Ika or the governance entity.

2 Authority to issue, amend or cancel protocols

2.1 Section [*insert reference*] of the settlement legislation provides that:

- (1) each responsible Minister may –
 - (a) issue a protocol to the governance entity in the form set out in part 1 of the documents schedule to the deed of settlement; and
 - (b) amend or cancel that protocol.
- (2) a protocol may be amended or cancelled under subsection (1) at the initiative of either –
 - (a) the governance entity; or
 - (b) the responsible Minister.
- (3) the responsible Minister may amend or cancel a protocol only after consulting with, and having particular regard to the views of, the governance entity.

3 Protocols subject to rights, functions, and obligations

3.1 Section [*insert reference*] of the settlement legislation provides that:

protocols do not restrict:

- (1) the ability of the Crown to exercise its powers and perform its functions and duties in accordance with the law and government policy, which includes, without limitation, the ability to –

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

1 PROTOCOLS: THE MINISTRY FOR CULTURE AND HERITAGE PROTOCOL

- (a) introduce legislation and change government policy; and
 - (b) issue a protocol to, or interact or consult with a person the Crown considers appropriate, including, without limitation, any iwi, hapū, marae, whānau, or other representative of tangata whenua; or
- (4) the responsibilities of the responsible Minister or a responsible department; or
- (5) the legal rights of Taranaki Whānui ki Te Upoko o Te Ika or entity a representative entity.

4 Enforcement of a protocol

4.1 Section [*insert reference*] of the settlement legislation provides that:

- (1) the Crown must comply with a protocol while it is in force.
- (2) if the Crown fails, without good cause, to comply with a protocol, the governance entity may, subject to the Crown Proceedings Act 1950, enforce the protocol.
- (3) despite subsection (2), damages or any form of monetary compensation are not available as a remedy for failure by the Crown to comply with a protocol.
- (4) to avoid doubt,-
 - (a) subsections (1) and (2) do not apply to guidelines developed for the implementation of a protocol; and
 - (b) subsection (3) does not affect the ability of a court to award costs incurred in enforcing a protocol under subsection (2).

5 Limitation of rights

5.1 Section [*insert reference*] of the settlement legislation provides that:

this Protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, taonga tūturu.



2 STATEMENTS OF ASSOCIATION

The traditional, historical, cultural and spiritual associations of Taranaki Whānui ki Te Upoko o Te Ika with a particular area or site.

Kaiwharawhara Stream

The Kaiwharawhara stream has had a close association with Taranaki Whānui ki Te Upoko o Te Ika from its origins in Otari to its outlet to Wellington Harbour as one of the key source streams flowing to the harbour. Kaiwharawhara Pā, which was the early stronghold of Taringa Kuri (Te Kaeaea) and formed a gateway into Wellington Town, was located on the side of the Kaiwharawhara stream at its mouth. A trail wound through the forest from Thorndon, crossed the Kaiwharawhara Stream in Otari Reserve, headed up the spur and continued on to Makara. This section of the Kaiwharawhara Stream was then known as Te Mahanga. The track linked Taranaki Whānui ki Te Upoko o Te Ika settlements at Makara and Kaiwharawhara.

Settlers recorded gardens situated near the stream and Taranaki Whānui ki Te Upoko o Te Ika caught kaka in a clearing by the stream. Otari can mean "the place of snares". This stream like the others around the harbour held a stock of tuna (eel) that fed as they grew to maturity prior to migrating to spawn. Piharau, inanga and kokopu came into the stream to spawn along with other freshwater species.

Coastal Marine Area

The Taranaki Whānui ki Te Upoko o Te Ika coastal marine area extends in the east from the settlement of Mukamukaiti in Palliser Bay. The area proceeds along that coastline towards Turakirae. This was, and is, an area used intensively by Taranaki Whānui ki Te Upoko o Te Ika to gather kaimoana of a great variety and abundance. Turakirae sits at the foot of the range that becomes Rimutaka. The area extends past the kainga of Orongorongo and Orua-poua-nui (Baring Head), with their associated marine resources and garden areas (nga kinga), and thence to the multiple sites of Fitzroy Bay which include the ancient Pā of Parangarehu to the bay-bar lakes of Kohanga-te-ra and Kohanga Piripiri. The lakes are very important mahinga kai and match the food producing capacity of the bay itself. Te Rae-akiaki, now known as Pencarrow Head, guarded the entrance to the harbour and travellers heading east crossed the channels of Te Au o Tane (main entrance to the Wellington Harbour) and Te Awa a Taia (the old channel which is now Kilbirnie) from the Harbour.

The coastal marine area extends around the coast past the old Pā of Oruaiti, Rangitatau which is in the vicinity of Palmer Head. It continues to Island Bay, past the ancient Pā of Uruhau (which is opposite Tapu te Ranga in Island Bay) as well as the kainga of Te Mapunga, then around to a village at Owhiro Bay.

The Wellington south coast has many sites dating from the earliest Māori occupation. Rimurapa (Sinclair Head) like Turakirae is a traditional marker as is Pariwhero (Red Rocks). The next pā was Wai-komaru then around to Pirihihi Kainga at Waiariki Stream through the kainga at Wai-pahihi (Karori) stream and then to the exposed kainga at Oterongo.

The west coast from Te Rawhiti, the western most point around to the bays which each contained at least one pā or kainga of Ohau then around to Te Ika Maru with its ancient headland pā and its rich resource of paua and other kaimoana. The next embayment heading north is Opau which is followed by many sites to Makara Beach and the Ohariu Pā along with Te Arei Pā and thence to the northernmost settlement of Ngutu Kaka just north of Pipinui Point near Boom Rock.



2: STATEMENTS OF ASSOCIATION

Hutt River

Te Awakairangi is the oldest name for the Hutt River attributed to the Polynesian explorer Kupe. It was also known as Heretaunga in a later period. The origins of the streams flowing to Awakairangi are high in the Tararua Range. The stream and rivers lead down through Pakuratahi at the head of the Hutt Valley. Taranaki Whānui ki Te Upoko o Te Ika had interests at Pakuratahi. The trail linking Te Whanganui a Tara and the Wairarapa came through Pakuratahi and over the Rimutaka Range. Prior to the 1855 uplift Te Awakairangi was navigable by waka up to Pakuratahi and the river was navigable by European ships almost to Whirinaki (Silverstream).

Taranaki Whānui ki Te Upoko o Te Ika travelled in the Hutt Valley largely by waka. There were few trails through the heavy forest of the valley. Many Taranaki Whānui ki Te Upoko o Te Ika Kainga and Pā were close to the river including at Haukaretu (Maoribank), Whakataka Pā (which was across the bank from what is now Te Marua), Mawaihakona (Wallaceville), Whirinaki, Motutawa Pā (Avalon), Maraenuku Pā (Boulcott), Paetutu Pā and at the mouth of the river, Hikoikoi Pā to the west and Waiwhetu Pā (Owhiti) to the east.

Te Awakairangi linked the settlements as well as being a food supply for the pā and kainga along the river. Mahinga kai were found along the river such as Te Momi (Petone) which was a wetland that held abundant resources of birds, tuna and other food sources. The river ranged across the valley floor and changed course several times leaving rich garden sites. Waka were carved from forest trees felled for that purpose close to the river.

Waiwhetu Stream

The Waiwhetu Stream arises in the foothills above Naenae. Along the stream were the pā and kainga of Te Mako Pā (Naenae), Ngutu-Ihe Pā (Gracefield), Waiwhetu Pā, and Owhiti Pā. The present Waiwhetu Marae is located on the Waiwhetu Stream on Hutt Section 19 where a village site was previously located. Near the mouth of the stream were the pā of Waiwhetu and Owhiti along with their urupā which are still in use today. In pre-colonial times the stream was larger and able to be accessed by waka for considerable distance. Today modern waka taua carved in the traditional style are housed on the banks of the Waiwhetu Stream. The stream was also a source of tuna, piharau as well as kokopu and other freshwater species of fish.

Wellington Harbour

The harbour was one of the highways used by Taranaki Whānui ki Te Upoko o Te Ika. At the time of pākehā settlement in 1839, it was crowded with waka of all types and was used for transport, fishing and sometimes warfare.

The harbour was a very significant fishery both in terms of various finfish and whales as well as shellfish. The relatively sheltered waters of the harbour meant that Māori could fish at most times from simple waka. The rocks in and around the harbour were named such as Te Aroaro a Kupe (Steeple Rock), Te Tangihanga a Kupe (Barrett's Reef) and so on. There were takiwa for whanau around the harbour and each had associated fisheries such as for ngōiro (conger eel). Each marae around the harbour had its rohe moana and the associated fishery. Pipitea Pā was named for the pipi bed in its immediate rohe moana. There are places within the harbour which were special for certain species such as kingfish and hapuku. Matiu Island had several pā or kainga situated around the island, each of which had a rohe moana to provide the food source to sustain them. Other resources came from the harbour including the seaweed such as karengo (sea lettuce), the bull kelp (rimurapa) and many others along with shellfish used variously at the pā. The mouths of the streams held their special resources such as the inanga (whitebait), piharau (lamprey), kahawai and tuna (eel).

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

2: STATEMENTS OF ASSOCIATION

The freshwater sources of the harbour were well known and highly prized not only by Taranaki Whānui ki Te Upoko o Te Ika, but also by the European traders who would fill water barrels while their sailing ships were anchored in the harbour. It is noted that these freshwater puna are still used to supply fresh water to Matiu/Somes.

The bed of the harbour is associated with the pā including Te Aro, Pipitea, Pito-one/Te Tatau o te Po, Waiwhetu, Owhiti, Hikoikoi, as well as those pā such as Kaiwharawhara, Ngauranga and others which were around the harbour just prior to colonisation.

Riverside Drive Marginal Strip

Riverside Drive marginal strip is located along the Waiwhetu Stream South. Taranaki Whānui ki Te Upoko o Te Ika consider the marginal strip to be an integral part of the stream. The bed, banks and the flow of the stream are viewed as a single entity. The banks were used for the preparation of the tuna (eel) including to pawhara (to open and dry) the catch. The pā tuna (eel weirs) and utu piharau (lamprey weirs) were assembled to capture the tuna heke when the mature tuna were migrating downstream to the ocean to spawn, and the lamprey as they headed upstream to spawn. The association with Waiwhetu Marae is long established as well as the older association with the old marae at the mouth of the Hutt River.

Seaview Marginal Strip

Seaview marginal strip is along the area of the Waiwhetu Stream close to its mouth which discharges into the Hutt River near its mouth. The area is closely associated with the old Waiwhetu Pā and the Owhiti Pā and the urupā associated with those places. These areas were (and still are) associated with estuarine fishing including for kahawai, inanga and patiki among other species. Nets and lines were dried on the banks to be repaired as the catch was prepared. Taranaki Whānui ki Te Upoko o Te Ika would have seasonally camped near these areas for the catching of migrations and gatherings of fish which were harvested dried and stored for future use.

Government Buildings Historic Reserve

The Government Building Historic Reserve is the foreshore of the traditional tauranga waka called Waititi and is now known as Waititi landing. This area was also the mouth of the Waipiro and Tutaenui Streams, an area associated with urupā in the area. The Ngati Te Whiti people of Kumutoto pā (which was located where the present day Woodward Street intersects with the Terrace) had interests in the area as did the Ngati Hamua/Te Matehou people of Pipitea pa. These were both hapu of Te Atiawa. Wi Tako Ngātata was the Rangatira at Kumutoto and his connection to this area should be noted given his significance for the development of Wellington City and his later membership of the Legislative Council from 1872 until his death in 1887. The area is also connected with Kaiota and Haukawakawa, or what came to be called the Thorndon Flats.

Turnbull House Historic Reserve

Turnbull House Historic Reserve is also closely associated with Kumutoto Pā, which was situated where Woodward Street intersects with the Terrace. Associated with Kumutoto pā were numerous kāinga. The Ngati Te Whiti people of Kumutoto pa had interests in the area as did the Ngati Hamua/Te Matehou people of Pipitea pa. These were both hapu of Te Atiawa. Wi Tako Ngātata was the Rangatira at Kumutoto.

The Tutaenui Stream flowed down Bowen Street and entered the harbour near where the cenotaph is now located. In the early times of the colony, Bowen Street was known as Kumutoto. Further up the road was what is now known as the Sydney Street Public cemetery, the Church of England cemetery and the Bolton Street cemetery. Those cemeteries held the graves of the

2: STATEMENTS OF ASSOCIATION

Pipitea Rangatira, Te Rira Porutu and Ropiha Moturoa along with many others of the pā in this part of the harbour.

Rimutaka Forest Park

Rimutaka Forest Park was an area of dense tall forest. The podocarp forest on the valley floor contained kahikatea, matai, miro, pukatea, rimu, and tōtara. In other areas grew rata and a broad mix of forest trees. The native forests and rivers of what is now the Rimutaka Forest Park were a key resource for the collection of food (kai), medicinal plants and animals (rongoā) and weaving materials (taonga raranga). The forests in the Rimutaka Forest Park also include sub-tropical emergent forest above a canopy of hinau, kamahi, rewa rewa and tree ferns. Some black beech is found on drier sites, and silver beech on the high ridge-tops. The pā at Orongorongo and around the coast used these areas as mahinga kai for birding and collecting other forest resources. Although there were few settlements in this area, Taranaki Whānui ki Te Upoko o Te Ika had camps throughout this area.

Wainuiomata Scenic Reserve

Wainuiomata Scenic Reserve is a modified remnant of the original indigenous forest and its origins are similar to Rimutaka Forest Park. The podocarp forest on the valley floor contained kahikatea, matai, miro, pukatea, rimu, and tōtara. In other areas grew rata and a broad mix of forest trees. The native forests and rivers of what is now the Wainuiomata Scenic Reserve were a key resource for the collection of food (kai), medicinal plants and animals (rongoā) and weaving materials (taonga raranga). The forests in the Reserve also include sub-tropical emergent forest above a canopy of hinau, kamahi, rewa rewa and tree ferns. Some black beech is found on drier sites, and silver beech on the high ridge-tops. The reserve was close to original Taranaki Whānui ki Te Upoko o Te Ika settlements and was used more than some of the more remote areas for the collection of rongoā and taonga raranga as well as being a source for birding and the harvesting of trees for waka to be transported down river.

Turakirae Head Scientific Reserve

Turakirae is an area of considerable significance to Taranaki Whānui ki Te Upoko o Te Ika as a marker in the land. Travellers commonly travelled to the Wairarapa from Wellington via Turakirae. The area is close to the deep waters of the Nicholson Trench and it has very rich fisheries for shellfish, such as paua and koura, along with many finfish. The pā at Orongorongo and at Mukamuka along with other settlements along this coast all connect closely to this area which has been intensely used by Taranaki Whānui ki Te Upoko o Te Ika up to the present day. Connections with Taranaki Whānui ki Te Upoko o Te Ika to this area into Palliser Bay is closely linked to Wainuiomata, Orongorongo and Mukamuka.

Kelburn Local Purposes (Community and Administrative buildings) Reserve

Kelburn Local Purposes Reserve made up part of the Kumutoto nga kinga (gardens/cultivation areas) associated with Kumutoto Pā. Kumutoto Pā was situated where the present day Woodward Street intersects with the Terrace. The Ngati Te Whiti people of Kumutoto pā had interests in the area as did the Ngati Hamua/Te Matehou people of Pipitea pā. These were both hapu of Te Atiawa. Wi Tako Ngātata was the Rangatira at Kumutoto. The areas that now make up the Kelburn Local Purposes Reserve provided the lifeline for the pā, providing a source of aruhe (fern root) as well as being a site for kumara gardens. Harakeke (flax) grown here was exported through Kumutoto Pā at the waterfront in the early colonial period.

3 DEED OF RECOGNITION

THIS DEED is made

BETWEEN

The trustees of the Port Nicholson Block Settlement Trust (the “**governance entity**”)

AND

THE SOVEREIGN in right of New Zealand acting by the Minister of Conservation (the “**Crown**”)

IT IS AGREED as follows:

1 BACKGROUND

- 1.1 Taranaki Whānui ki Te Upoko o Te Ika, the governance entity, and the Crown are parties to a deed of settlement (the “deed of settlement”) dated [].
- 1.2 It was agreed under clauses 5.6 – 5.8 of the deed of settlement that, if it became unconditional, the Crown and the governance entity would enter into this deed.
- 1.3 The Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) Claims Settlement Act [] (the “settlement legislation”) has come into force and the deed of settlement is unconditional.
- 1.4 The Crown has acknowledged, under section [] of the settlement legislation, the statements by Taranaki Whānui ki Te Upoko o Te Ika set out in clause 2.2 of its particular cultural, spiritual, historical and traditional association with the statutory areas.

2 STATUTORY AREAS AND STATEMENTS OF ASSOCIATION

- 2.1 This deed applies to each of the following statutory areas:
 - 2.1.1 Rimutaka Forest Park (as shown on SO 408079); and
 - 2.1.2 Wainuiomata Scenic Reserve (as shown on SO 408080); and
 - 2.1.3 Turakirae Head Scientific Reserve (as shown on SO 408081).
- 2.2 The statements of association relating to each of those statutory areas are as follows:

Rimutaka Forest Park

- 2.2.1 Rimutaka Forest Park was an area of dense tall forest. The podocarp forest on the valley floor contained kahikatea, matai, miro, pukatea, rimu, and tōtara. In other

3: DEED OF RECOGNITION

areas grew rata and a broad mix of forest trees. The native forests and rivers of what is now the Rimutaka Forest Park were a key resource for the collection of food (kai), medicinal plants and animals (rongoā) and weaving materials (taonga raranga). The forests in the Rimutaka Forest Park also include sub-tropical emergent forest above a canopy of hinau, kamahi, rewa rewa and tree ferns. Some black beech is found on drier sites, and silver beech on the high ridge-tops. The pā at Orongorongo and around the coast used these areas as mahinga kai for birding and collecting other forest resources. Although there were few settlements in this area, Taranaki Whānui ki Te Upoko o Te Ika had camps throughout this area; and

Wainuiomata Scenic Reserve

- 2.2.2 Wainuiomata Scenic Reserve is a modified remnant of the original indigenous forest and its origins are similar to Rimutaka Forest Park. The podocarp forest on the valley floor contained kahikatea, matai, miro, pukatea, rimu, and tōtara. In other areas grew rata and a broad mix of forest trees. The native forests and rivers of what is now the Wainuiomata Scenic Reserve were a key resource for the collection of food (kai), medicinal plants and animals (rongoā) and weaving materials (taonga raranga). The forests in the Reserve also include sub-tropical emergent forest above a canopy of hinau, kamahi, rewa rewa and tree ferns. Some black beech is found on drier sites, and silver beech on the high ridge-tops. The reserve was close to original Taranaki Whānui ki Te Upoko o Te Ika settlements and was used more than some of the more remote areas for the collection of rongoā and taonga raranga as well as being a source for birding and the harvesting of trees for waka to be transported down river; and

Turakirae Head Scientific Reserve

- 2.2.3 Turakirae is an area of considerable significance to Taranaki Whānui ki Te Upoko o Te Ika as a marker in the land. Travellers commonly travelled to the Wairarapa from Wellington via Turakirae. The area is close to the deep waters of the Nicholson Trench and it has very rich fisheries for shellfish, such as paua and koura, along with many finfish. The pā at Orongorongo and at Mukamuka along with other settlements along this coast all connect closely to this area which has been intensely used by Taranaki Whānui ki Te Upoko o Te Ika up to the present day. Connections with Taranaki Whānui ki Te Upoko o Te Ika to this area into Palliser Bay is closely linked to Wainuiomata, Orongorongo and Mukamuka.

3 CONSULTATION BY THE MINISTER OF CONSERVATION WITH THE GOVERNANCE ENTITY IN RELATION TO THE STATUTORY AREAS

- 3.1 The Minister of Conservation and the Director-General of Conservation must, if undertaking an activity referred to in clause 3.2 in relation to or within a statutory area, consult and have regard to the views of the governance entity concerning the association of Taranaki Whānui ki Te Upoko o Te Ika with that statutory area as described in the statement of association.
- 3.2 Clause 3.1 applies to the following activities:

- 3.2.1 preparing:



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

3: DEED OF RECOGNITION

- (a) a conservation management strategy, or a conservation management plan, under the Conservation Act 1987 or the Reserves Act 1977; or
- (b) a national park management plan under the National Parks Act 1980; or
- (c) in relation to a statutory area that is not a river, a non-statutory plan, strategy, programme, or survey of one of the following kinds for the protection and management of that statutory area, namely to:
 - (i) identify and protect wildlife or indigenous plants; or
 - (ii) eradicate pests, weeds or introduced species; or
 - (iii) assess current and future visitor activities; or
 - (iv) identify the number and type of concessions that may be appropriate; or
- (d) in relation to a statutory area that is a river, a non-statutory plan, strategy, or programme for the protection and management of that statutory area; or

3.2.2 locating or constructing structures, signs or tracks.

3.3 The Minister of Conservation and the Director-General of Conservation must, in order to enable the governance entity to give informed views when consulting the governance entity under clause 3.1, provide the governance entity with relevant information.

4 LIMITATIONS

4.1 This deed relates only to those parts of a statutory area owned and managed by the Crown.

4.2 This deed does not, in relation to a statutory area:

4.2.1 require the Crown to undertake, increase, or resume any activity of the kind referred to in clause 3.2; or

4.2.2 preclude the Crown from not undertaking, or ceasing to undertake, any activity referred to in clause 3.2.

4.3 This deed is subject to the provisions of sections 2.17 – 2.19 and section 2.22 of the settlement legislation.

5 TERMINATION

5.1 This Deed terminates in respect of the statutory area (or part of it) if:

5.1.1 the governance entity and the Minister of Conservation agree in writing that this deed is no longer appropriate for the area concerned; or

5.1.2 the area concerned is disposed of by the Crown; or

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

3: DEED OF RECOGNITION

5.1.3 the Minister of Conservation ceases to be responsible for the activities referred to in clause 3.2 in relation to or within the area concerned and they are transferred to another person or official within the Crown.

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 may be given in the manner provided in part 8 of the provisions schedule to the deed of settlement.

6.2 The governance entity's address where notices may be given is (until further notice) as provided in paragraph 1.3 of the provisions schedule to the deed of settlement.

6.3 The Crown's address where notices may be given is:

Area Manager,
Department of Conservation
Poneke Area Office,
181 Thorndon Quay,
PO Box 5086,
Wellington.

7 NO ASSIGNMENT

7.1 The governance entity may not assign its rights or obligations under this deed.

8 DEFINITIONS AND INTERPRETATION

8.1 In this deed, unless the context requires otherwise:

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

Minister of Conservation and **Minister** means the person who is the Minister of Conservation;

party means a party to this deed;

statement of association means a statement of association in clause 2.2; and

statutory area means the statutory area referred to in clause 2.1.

8.2 In the interpretation of this deed, unless the context requires otherwise:

8.2.1 terms and expressions that are not defined in this deed but are defined in the deed of settlement have the meaning in this deed that they have in the deed of settlement; and

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

3: DEED OF RECOGNITION

- 8.2.2 headings appear as a matter of convenience and are not to affect the interpretation of this deed; and
 - 8.2.3 where a word or expression is defined in this deed, other parts of speech and grammatical forms of that word or expression have corresponding meanings; and
 - 8.2.4 the singular includes the plural and vice versa; and
 - 8.2.5 words importing one gender include the other genders; and
 - 8.2.6 a reference to legislation is a reference to that legislation as amended, consolidated or substituted; and
 - 8.2.7 a reference to any document or agreement, including this deed, includes a reference to that document or agreement as amended, novated, or replaced; and
 - 8.2.8 a reference to written or in writing includes all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form; and
 - 8.2.9 a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate; and
 - 8.2.10 a reference to a date on which something must be done includes any other date that may be agreed in writing between the governance entity and the Crown; and
 - 8.2.11 where something is required to be done by or on a day that is not a business day, that thing must be done on or by the next business day after that day; and
 - 8.2.12 a reference to time is to New Zealand time.
- 8.3 In this deed, references to SO plans are included for the purpose of indicating the general location of a statutory area and do not establish the precise boundaries of a statutory area.
- 8.4 If there are any inconsistencies between this deed and the deed of settlement, the provisions of the deed of settlement will prevail.



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

3: DEED OF RECOGNITION

SIGNED as a deed on []

[Insert signing provisions for the governance entity]

WITNESS

Name:

Occupation:

Address:

SIGNED for and on behalf of
THE SOVEREIGN in right of New
Zealand by the Minister of Conservation
in the presence of:

WITNESS

Name:

Occupation:

Address:



4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Approved by Registrar-General of Land under No. 2002/3048

DRAFT

Section 115, Land Transfer Act 1952

Land registration district

WELLINGTON



BARCODE

Unique identifier(s)
or C/T(s)

All/part

Area/description of part or stratum

New title

All

Section 3 SO Plan 20946

Lessor

Surname(s) must be underlined or in CAPITALS

(TARANAKI WHANUI)

Lessee

Surname(s) must be underlined or in CAPITALS

WELLINGTON REGIONAL COUNCIL

Estate or interest*

Insert "fee simple", "leasehold in lease number", etc

Fee Simple

Lease memorandum number

Not Applicable

Term

33 years

Rental

\$1.00 (if demanded)

Operative clause

If required, set out the terms of lease in Annexure Schedule(s).

The Lessor leases to the Lessee and the Lessee accepts the lease of the above estate or interest in the land in the above certificate(s) of title or 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).

Dated this

day of

Attestation

Signature [common seal] of Lessor	Signed in my presence by the Lessor
	Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address

Signature [common seal] of Lessee	Signed in my presence by the Lessee
	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 Lessee

*The specified consent form must be used for the consent of any mortgagee of the estate or interest to be leased

REF: 7012 - AUCKLAND DISTRICT LAW SOCIETY

Ref Code: WBL341/887 - 0 7012/1

[Handwritten signatures]

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 1 of 7 Pages

(Continue in additional Annexure Schedule, if required.)

1. TERM & RENEWALS

1.1 The term of this Lease shall be thirty three (33) years from the ?? day of ??? 2008.

1.2 If the Lessee has given to the Lessor written notice to renew this Lease at least three (3) calendar months before the end of the term then the Lessor will at the costs of the Lessee extend the term of the Lease for another term of thirty three (33) years from the expiration date. Each and every renewal of the term of this Lease shall be upon and subject to the same covenants and provisions expressed or implied in this Lease, including the present provision for renewal of term.

2. RENT AND REVIEWS

2.1 If demanded, the Lessee shall pay the Rental without any deductions and in the manner the Lessor may from time to time direct.

3. OUTGOINGS

3.1 The Lessee shall pay all rates, taxes, levies and outgoings imposed or payable in respect of the Land and the structures and/or improvements erected on the Land.

3.2 The Lessee shall pay all charges for water, gas, electricity, telephones and other utilities or services incurred by the Lessee on the Land.

4. USE

4.1 The Lessee shall not use or permit the whole or any part of the Land or any structures and/or improvements erected on the Land to be used for any use other than the following uses:

4.1.1 Operation and use of a lighthouse and/or marine navigation aids,

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 2 of 7 Pages

(Continue in additional Annexure Schedule, if required.)

- 4.1.2 Installation, maintenance, repair and replacement of the lighthouse and/or marine navigation aids, and
- 4.1.3 Installation, maintenance, repair and replacement of equipment and machinery (including without limitation, power generators, solar power banks, transformers and cables) necessary or desirable for the proper operation of the lighthouse and/or marine navigation aids.
- 4.2 The Lessee shall have right of access (with or without equipment and machinery) over adjoining land of the Lessor for the purpose of obtaining convenient or practical access to and from the Land. (This provision needed if leasing part of the land.)
- 4.3 The Lessee shall observe and comply with all statutory provisions, regulations and by-laws at any time in force so far as the same are applicable to the Lessee and/or the Land and/or any improvements to the Land and/or the business or use conducted by the Lessee on the Land.
- 4.4 The Lessee shall not use the Land or any improvements on the Land for any noxious, illegal or offensive trade or business.
- 4.5 The Lessee shall not commit or permit any act or thing which may be a nuisance or annoyance to the public or to the occupiers of neighbouring properties.
- 5. MAINTENANCE**
- 5.1 The Lessee shall at all times during the term keep and maintain the Land and any improvements and services on the Land in a clean state and in good repair, order and condition.
- 5.2 The Lessor, its employees or agents may with prior arrangement made with the Lessee enter upon the Land or any improvements on the Land, and view the condition and state of repair and the use being made of the Land, improvements and services. The Lessor may serve upon the Lessee a notice in writing of any defects or want of cleanliness, repair, order or condition of the Land or any improvements or services and in the event of the Lessee failing to comply with such notice to the

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 3 of 7 Pages



(Continue in additional Annexure Schedule, if required.)

satisfaction of the Lessor the Lessor may after giving one month's prior notice carry out the required works at the cost of the Lessee.

5.3 The Lessee shall regularly cause all rubbish and garbage to be removed from the Land and improvements, and shall keep any rubbish bins and containers in a tidy condition.

5.4 The Lessee shall;

5.4.1 Clear and keep clear the Land from all noxious weeds and agricultural pests and in particular will duly and fully comply with the provisions of the Biosecurity Act 1993 and all amendments and substitutions to that Act.

5.4.2 Not light any fires on or in the vicinity of the Land and in particular will duly comply with the Forest and Rural Fires Act 1977 and all amendments or substitutions to that Act.

5.4.3 Promptly comply with all notices or demands lawfully made or given by any person or authority pursuant to the said Acts.

6. STRUCTURES AND IMPROVEMENTS

6.1 The Lessee shall not construct or erect any structures or improvements on the Land or make any alterations or additions to any existing structures or improvements without the prior written approval of the Lessor which consent shall not be unreasonably withheld. This provision shall not apply to equipment or machinery on or within existing structures or improvements.

6.2 As a condition of approval of the Lessor, the Lessor may require the Lessee to:

6.2.1 Provide to the Lessor copies of all plans and specifications of the proposed works,

6.2.2 Provide evidence that the proposed works will be carried out in a proper and tradesmanlike manner.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 4 of 7 Pages

(Continue in additional Annexure Schedule, if required.)

- 6.2.3 Comply with such terms and conditions as the Lessor may reasonably impose.
- 6.3 Prior to the commencement of any proposed works, the Lessee shall,
- 6.3.1 Obtain the written approval of the Lessor.
- 6.3.2 Obtain all necessary building and resource consents, permits and other approvals for the proposed works.
- 6.3.3 Provide copies of the consents, permits and approvals to the Lessor.
- 6.4 Upon completion of the works, the Lessee shall provide to the Lessor a copy of the Code Compliance Certificate issued by the Local Authority that the works have been carried out in compliance with the Building Consent.
- 6.5 The Lessee shall be solely responsible for the installation, provision and maintenance of all essential services and utilities required for the proper function of the structures and improvements of the Lessee. In the event that any part of the Lessor's Land is disturbed by the installation and/or maintenance of the Lessee's services or utilities, the Lessee shall, at the Lessee's expense, restore the Lessor's Land to the condition it was prior to the commencement of the work.
- 6.6 The Lessee shall not affix paint or exhibit or permit to be affixed painted or exhibited any sign or advertisement on the Land or to the exterior of any structures and improvements without the prior written approval of the Lessor, except such signs as may be necessary or reasonable for the operation and management of the lighthouse and/or navigation aids.
- 7. ASSIGNMENT AND SUBLETTING**
- 7.1 The Lessee shall not assign, sublet or part with the possession of the Land or improvements thereon or of its rights under this Lease without the prior written consent of the Lessor which

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 5 of 7 Pages

(Continue in additional Annexure Schedule, if required.)

consent shall not be unreasonably withheld. Any assignment required from local government reorganisation is expressly permitted.

7.2 In the event that consent is given by the Lessor, such consent may be subject to such terms and conditions as the Lessor may reasonably impose.

8. DEFAULT AND TERMINATION

8.1 The Lessor shall not have the right of termination of this Lease, except pursuant to a Court Order or Judgment requiring termination of this Lease.

8.2 The Land shall be used solely for the purposes specified in the Lease, and if at any time the Lessee is of the opinion that the Land is no longer required for the purposes specified in the Lease, and following the Lessee giving the Lessor not less than 6 months notice in writing of its intention to do so, the Lessee may surrender or terminate the Lease **PROVIDED ALWAYS** that the Lessee shall not be released from liability in respect of any antecedent breach of this Lease.

8.3 On termination of the Lease under clause 8.2 of the Lease or by expiration of term, surrender or otherwise, the Land, together with all structures and improvements thereon, shall revert to the Lessor without compensation payable to the Lessee.

8.4 Notwithstanding anything to the contrary in clause 8.3 of the Lease, the Lessee may elect to remove all or some of the structures and improvements constructed and services installed by the Lessee (or the predecessors of the Lessee) on the Land. Should the Lessee remove all or some of the structures and improvements on the Land, the Lessee shall do so in a proper and workmanlike manner and make good the Land at the Lessee's own expense in all things.

9. COSTS

9.1 The parties shall each meet their own costs of the negotiation and preparation of this Lease.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 6 of 7 Pages

(Continue in additional Annexure Schedule, if required.)

9.2 The Lessee shall pay all costs of and incidental to any renewal of the term, and the Lessor's costs including legal costs (as between solicitor and client) of and incidental to the enforcement or attempted enforcement of the Lessor's rights remedies and powers under this Lease.

10. INDEMNITY AND RISK

10.1 The Lessee shall at all times indemnify the Lessor from and against all claims, actions, suits and demands that may be made or brought against the Lessor in respect of any work, matter or thing done or omitted to be done by the Lessee upon the Land or improvements or services on the Land or in connection with or in respect of or arising out of the possession by the Lessee of the Land or improvements or services on the Land or as a result of the grant of this Lease to the Lessee.

10.2 The Lessee shall occupy or use the Land and structures, improvements or services on the Land at the Lessee's own risk.

11. NO WARRANTY

11.1 No warranty or representation expressed or implied has been or is made by the Lessor that the Land is now suitable or will remain suitable or adequate for use by the Lessee or that any use of the Land by the Lessee will comply with the by-laws or ordinances or other requirements of any authority having jurisdiction.

12. NOTICES

12.1 Any notice required to be given by the Lessor to the Lessee may be given by:

12.1.1 delivering the notice to the offices of the Lessee at Wellington; or

12.1.2 posting the notice to the offices of the Lessee at Wellington; or

12.1.3 facsimile transmission to the facsimile number of the Lessee.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 7 of 7 Pages

(Continue in additional Annexure Schedule, if required.)

12.2 Any notice required to be given by the Lessee to the Lessor may be given by:

12.2.1 delivering the notice to the offices of the Lessor at ???; or

12.2.2 posting the notice to the offices of the Lessor at ???; or

12.2.3 facsimile transmission to the facsimile number of the Lessor.

13. ARBITRATION

13.1 The parties agree that all differences and disputes which may arise between the parties as to this Lease or any act or thing done, or omission, or the interpretation of this Lease shall be dealt with in the following manner:

13.1.1 The parties will negotiate in good faith with the intent of reaching expeditiously a mutually acceptable resolution.

13.1.2 In the event negotiation is unsuccessful, then the difference or dispute shall be submitted to a process of Alternative Dispute Resolution (in the manner usually conducted within the Wellington region) with the intent that the matter be resolved as expeditiously as possible and to the mutual benefit of both parties.

13.1.3 In the event that the Alternative Dispute Resolution procedure is unsuccessful, the difference or dispute shall be referred to arbitration in accordance with the Arbitration Act 1996 and any amendments and/or substitution to the said Act.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.


166

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

DRAFT

Approved by Registrar General of Land under No. 2007/8225

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(s) must be underlined or in CAPITALS.

WELLINGTON REGIONAL COUNCIL

Grantee

Surname(s) must be underlined or in CAPITALS.

(TARANAKI WHĀNUI)

Grant* of easement or profit à prendre or creation of 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

Attestation

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

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

If the consent of any person is required for the grant, the specified consent form must be used.

REF-17013 - AUCKLAND DISTRICT LAW SOCIETY

RefDoc: CFF107-19228 2001-11

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

DRAFT

Approved by Registrar-General of Land under No. 2007/6225
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, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way Easement	Area A on SO 409478	(balance WN41A/384)	(new title to Dendrogllyph Sites)
Pedestrian Right of Way Easement	Areas B, C and D on SO 409478	(balance WN41A/348)	(new title to Dendrogllyph Sites)

Easements or profits à prendre rights and powers (including terms, covenants, and conditions)

*Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.*

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~~] [~~negated~~] [~~added to~~] or [~~substituted~~] by:

[Memorandum number _____, registered under section 165A of the Land Transfer Act 1962],

[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 165A of the Land Transfer Act 1962],

[Annexure Schedule 2].

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

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement

Dated

Page

2

of

3

Pages

(Continue in additional Annexure Schedules if required.)

Annexure Schedule 2

1. Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and the Fifth Schedule to the Property Law Act 2007, the provisions of the Fourth Schedule must prevail.
2. Where there is a conflict between the provisions of the Fourth Schedule and/or the Fifth Schedule, and the modifications in this Easement Instrument, the modifications must prevail.
3. The provisions of the Fourth Schedule to the Land Transfer Regulations 2002 shall be varied as follows:
 - (a) In respect to the right of way easement, by deleting paragraph (b) of clause 6(2).
 - (b) In respect to the pedestrian right of way easement, by the deletion of clause 6(2).
 - (c) In respect to both easements by deleting clause 11(2) and substituting the following:
 - 11(2) The costs of construction, maintenance and repair of the easement facility shall be shared between the Grantor and the Grantee as follows:
 - (a) 50% to be paid by the Grantor, and
 - (b) 50% to be paid by the Grantee.
4. Any maintenance, repair or replacement of the right of way on the servient land that is necessary because of any act or omission by the Grantor or the Grantee (which includes agents, employees, contractors, subcontractors and invitees of that Grantor or the Grantee) (as the case may be) must be carried out promptly by that owner and at that owner's sole cost. Where the act or omission is the partial cause of the maintenance, repair or replacement, the costs payable by that owner responsible must be in proportion to the amount attributable to that act or omission (with the balance payable in accordance with Clause 11 of this Fourth Schedule as amended above).

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Approved by Registrar General of Land under No. 2002/5032

Annexure Schedule



Insert type of Instrument
"Mortgage", "Transfer", "Lease" etc

Easement

Dated

Page

3

of

3

Pages

(Continue in additional Annexure Schedule, if required.)

Consent of Minister of Conservation

Background

1. The land in Certificate of Title WN41A/384 is a Recreation Reserve within the meaning of the Reserves Act 1977.
2. Pursuant to Section 48(1) of the Reserves Act 1977, the consent of the Minister of Conservation is required to the grant of any easements over any part of a reserve. The granting of the easements in this Easement Instrument therefore requires the consent of the Minister of Conservation.
3. Pursuant to Section 10 of the Reserves Act 1977, the Minister of Conservation has delegated to all Territorial Authorities (as defined in the Instrument of Delegation) such of his powers, functions and duties under the Reserves Act 1977 as set forth in the Schedule of the Instrument of Delegation.

Pursuant to the Instrument of Delegation, the Wellington Regional Council (being a Territorial Authority within the meaning of the Instrument of Delegation) hereby Exercise the powers of the Minister of Conservation to give consent to the grant of easements provided in this Easement Instrument.

Dated this

day of

2008

Signed by the Wellington Regional Council
by an authorised signatory
in the presence of:

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Memorandum of Encumbrance

[Legal description of Trustees of xxxxxx Trust]
(*Encumbrancer*)

MEL (West Wind) Limited (*Encumbrancee*)

Certified correct for the purposes
of the Land Transfer Act 1952

Solicitor for the Encumbrancee

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

MEMORANDUM OF ENCUMBRANCE

TABLE OF CONTENTS

PARTIES 1

OPERATIVE PART 1

1 Rent charge, covenants and agreements 1

2 Implied covenant and agreement 1

3 Encumbrance binding on others 1

4 Application of the Land Transfer Act 1952 1

FIRST SCHEDULE – COVENANTS AND AGREEMENTS 3

1 Definitions and Interpretation 3

2 Purpose 6

3 Term 6

4 Obligations of the Encumbrancer 6

5 Further Assurances 6

6 Implied Relationship 6

7 Severability 7

8 Notices 7

SECOND SCHEDULE – ENCUMBRANCER’S LAND 8

THIRD SCHEDULE – COVENANT 9

FOURTH SCHEDULE – ADDRESSES FOR NOTICE 11

D
R
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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

MEMORANDUM OF ENCUMBRANCE

1

Date:

PARTIES

[Legal description of Trustees of xxxxxx Trust] (*Encumbrancer*) as to the land described in the Second Schedule

MEL (West Wind) Limited (*Encumbrancee*)

OPERATIVE PART

1 Rent charge, covenants and agreements

1.1 The Encumbrancer, for themselves and their successors and assigns for the time being of the Land, encumbers the Land for the benefit of the Encumbrancee for the term set out in the First Schedule with an annual rent charge of \$10.00 plus GST to be paid each year on the anniversary of the date of this Encumbrance if demanded by the Encumbrancee and covenants and agrees with the Encumbrancee as set out in the First and Third Schedules.

1.2 The Encumbrancee, for themselves and their assigns, covenants and agrees with the Encumbrancer as set out in the First and Third Schedules.

2 Implied covenant and agreement

Sections 154 and 156 of the Land Transfer Act 1952 and sections 203, 204, 205, 289, 290, 301, 302 and 303 of the Property Law Act 2007 shall apply to this Encumbrance but otherwise the Encumbrancer shall not be entitled to any of the powers and remedies given to encumbrancers by the Land Transfer Act 1952 and the Encumbrancee shall not be entitled to any of the powers and remedies given to mortgagees under the Land Transfer Act 1952 or the Property Law Act 2007. To avoid doubt, nothing in this Encumbrance is, or shall be taken to be, a contrary intention of a kind referred to in sections 301, 302 and 303 of the Property Law Act 2007.

3 Encumbrance binding on others

This Encumbrance shall be binding on all transferees, lessees, mortgagees, chargeholders and their respective successors in title and assigns of any estate or interest in the Land.

4 Application of the Land Transfer Act 1952

This Encumbrance shall not constitute an instrument creating an easement for the purposes of the Land Transfer Act 1952 and the rights and powers set out in Schedule 4 to the Land Transfer Regulations 2002 and Schedule 5 to the Property Law Act 2007 are expressly negated.

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

MEMORANDUM OF ENCUMBRANCE

2

EXECUTION

Signed by [Legal description of
Trustees of xxxxxx Trust] as
Encumbrancer:

Signed by MEL (West Wind) Limited as
Encumbrancee by:

in the presence of:

Name:
Occupation:
Address:

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

MEMORANDUM OF ENCUMBRANCE - SECOND SCHEDULE

3

FIRST SCHEDULE – COVENANTS AND AGREEMENTS

1 Definitions and Interpretation

1.1 In this Encumbrance, unless the context requires otherwise:

Authority means any national, territorial or other Governmental or statutory authority which, in any case, has jurisdiction over or in respect of the Land or the occupation and use of the Land for any, or any particular, purpose;

Business Day means a day other than:

- (a) Saturday, Sunday, Good Friday, Easter Monday, ANZAC Day, the Sovereign's Birthday, Labour Day, Waitangi Day and the Anniversary day in the Wellington District;
- (b) The period commencing with the 24th day of December in any year and ending with the 5th day of January in the following year;

Consent includes an approval, consent, licence, permit or other authority relating to the occupation and use of the Land for Renewable Energy Purposes, and also includes a separate reference to a condition or requirement of a Consent;

Deed of Settlement means the Deed signed on [] by the Minister in Charge of Treaty of Waitangi Negotiations and Taranaki Whanui ki Te Upoko o Te Ika;

Encumbrance means this Memorandum of Encumbrance, including the operative provisions and Schedules;

Hearing includes any proceeding, hearing, conference or enquiry of any kind;

Land means the land comprised, at the date of this Encumbrance, in Identifiers WN38A/203, WN224/215, WN34D/557, WN37A/957, WN7D/340, WN41C/188 and WN10B/306 all in the Wellington Land Registration District, and includes a reference (i) to the whole or any part of such land and to any such land held in successor interests, and (ii) to avoid doubt, to anything of any kind on, below, or above the surface of the Land (including any natural or modified feature or landscape and any water (as defined in the Resource Management Act 1991));

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

MEMORANDUM OF ENCUMBRANCE - SECOND SCHEDULE

4

References to Encumbrancer and the Encumbrancee include the successors, executors, personal representatives, assigns and lessees, of the Encumbrancer and Encumbrancee respectively;

Renewable Energy Purposes means and includes:

- (a) the business and activity of generating electrical energy by conversion in any way or by any means from a renewable source, or from renewable sources, of energy;
- (b) the business and activity of farming, of any kind or in any way or by any means, including agricultural, pastoral, silvicultural and marine farming;
- (c) any visiting, tourist or recreational occupation, use, business or activity of any kind reasonably considered by the Encumbrancee to be consistent with the occupation and use of the Land separately or for other purposes;
- (d) the occupation and use of the Land in any way required by, consistent with, or to give effect to a Consent or to an arrangement or agreement pursuant to, or to avoid, a Consent;
- (e) all plant, equipment and buildings, of every kind (and whether or not affixed to the land) which is associated with any occupation, use, business or activity of a kind referred to in (a), (b), (c) or (d) above or (h) below, including in the case of (a) above where a renewable source of energy is harvested on, partly on, or off the Land;
- (f) construction activities of every kind, including in respect of:
 - (i) the investigation, testing or assessment of the Land in any way or by any means in connection with any business, use, business or activity of a kind referred to in (a), (b), (c) or (d) above or (h) below;
 - (ii) the construction, installation, commissioning, placement, inspection, repair, maintenance, demolition or removal of any plant, equipment, building, fence, road, track, access way or lay-down or work area;
- (g) all fences, roads, tracks, access ways and lay-down or work areas for or in connection with (a) to (f) (inclusive) above or (h) below;

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

MEMORANDUM OF ENCUMBRANCE - SECOND SCHEDULE

5

- (h) any transmission line or equipment or any telecommunications line or equipment (in either case) of any kind of any description, capacity or kind, whether above, on or below ground and whether or not used in connection with any other business, activity, occupation or use of the Land; and
- (i) without limiting (a) to (h) above, anything reasonably incidental to any occupation, use, business activity, or thing referred to in such a paragraph; and

Urupa Site means [OTS description or legal description (as available), including memorials to which the urupa land is to be subject].

1.2 For the purpose of the interpretation or construction of this Encumbrance, unless the context permits otherwise or a contrary intention is expressed:

- (a) words importing the singular shall include the plural and vice versa;
- (b) references to clauses are references to clauses in this Schedule and references to parties and the Schedules are references to the parties to and the Schedules to this Encumbrance, unless expressly stated otherwise;
- (c) any reference in this Encumbrance to any statute is deemed to include all amendments, revisions, substitutions or consolidations made from time to time to that statute;
- (d) "occupation and use" and "business and activity" (and cognate expressions) shall all be construed in respect of the Land, or any part of it, conjunctively or disjunctively as the context permits;
- (e) a "person" shall include any individual company, corporation, firm, partnership, joint venture, association, organisation, trust, province or agency of a province, in each case whether or not having separate legal personality;
- (f) "writing" shall include words visibly represented or reproduced;
- (g) where approvals or consents are required as between the parties they shall not be unreasonably or arbitrarily withheld or delayed and such approvals or consents may be given with reasonable conditions and shall be required for each separate occasion notwithstanding any prior consent or approval obtained for the like purpose on a prior occasion;

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

MEMORANDUM OF ENCUMBRANCE - SECOND SCHEDULE

6

(h) payment shall be made in New Zealand currency; and

(i) headings shall be ignored.

2 Purpose

The purpose of this Encumbrance is to secure the Covenant of the Encumbrancer in favour of the Encumbrancee as set out in the Third Schedule.

3 Term

3.1 The obligations and rights set out in this Encumbrance must be complied with and may be exercised for the period of 300 years commencing on the date of vesting of the Urupa Site in the Encumbrancer under the Deed of Settlement.

3.2 Upon the expiry of the term referred to in clause 3.1, the Encumbrancer shall be entitled to a registrable discharge of this Encumbrance, which shall be executed by the Encumbrancee at the Encumbrancer's expense within 30 Business Days of the expiry of the term.

4 Obligations of the Encumbrancer

4.1 Throughout the term of this Encumbrance, the Encumbrancer shall observe all the terms and conditions of this Encumbrance.

4.2 The Encumbrancer must as soon as practicable, at the cost of the Encumbrancer, obtain in writing any requisite mortgagee's approval to the Encumbrance and register this Encumbrance against the title to the Land.

5 Further Assurances

Each party shall do all acts and things reasonably necessary and appropriate to give full effect and force to the purpose of this Encumbrance, including:

(a) executing all documents, instruments, transfers, deeds or writing;

(b) obtaining mortgagee, debentureholder and any other chargeholder consent; and

(c) obtaining local authority and any other statutory body approvals.

6 Implied Relationship

Nothing contained in this Encumbrance shall constitute, or be deemed or construed as constituting any party a partner, agent or representative of the other party or deemed to create any trust, commercial partnership or joint venture.

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4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

MEMORANDUM OF ENCUMBRANCE - SECOND SCHEDULE

7

7 Severability

If at any time any provision of this Encumbrance is or becomes invalid, illegal or unenforceable in any respect whatsoever, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired and in any event the parties shall enter into an appropriate substitute registrable instrument to give full and proper effect to the agreements and understandings in this Encumbrance.

8 Notices

8.1 All notices or other communications required to be given under this Encumbrance must be in writing, addressed to the recipient at the postal address or facsimile number set out in the Fourth Schedule (or to such other postal address or facsimile number as a party may notify to the other party by like notice). Notices must be sent to the recipient by hand, courier, prepaid fast post or facsimile and be signed by a person duly authorised by the sender.

8.2 Without limiting any other means by which a party may be able to prove that a notice has been received by another party, a notice will be deemed to have been duly received:

- (a) *Personal delivery or by courier:* if sent by hand, when left at the recipient's address;
- (b) *Pre-paid post:* if sent by pre-paid fastpost, three Business Days after the date of posting;
- (c) *Facsimile:* if sent by facsimile, on receipt by the sender of an acknowledgement or transmission report generated by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the recipient's facsimile number,

except that if a notice is served by hand or is received by facsimile on a day which is not a Business Day, or after 5.00pm on any Business Day, that notice will be deemed to have been duly received by the recipient at 9.00am on the first Business Day after that day.

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

MEMORANDUM OF ENCUMBRANCE - SECOND SCHEDULE

8

SECOND SCHEDULE – ENCUMBRANCER’S LAND

The land legally described as [] hectares more or less [] and being all of
that land contained in computer freehold register [].

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

MEMORANDUM OF ENCUMBRANCE - THIRD SCHEDULE

9

THIRD SCHEDULE - COVENANT

- 1.1 The Encumbrancer shall ensure the Urupa Site is used, now and in the future, only and exclusively as and for an urupa (burial ground), and for uses necessarily incidental thereto, in each case under and in accordance with the relevant tikanga (customary practice);
- 1.2 The Encumbrancer exclusively supports, approves and agrees to (and shall exclusively support, approve and agree to) the occupation and use, now and in the future, of the Land for Renewable Energy Purposes;
- 1.3 Without limiting 1.2, the Encumbrancer shall, now and in the future:
- (a) promptly give, sign and deliver any Consent required by any Authority, or by the Encumbrancee, in respect of the occupation and use of the Land for Renewable Energy Purposes;
 - (b) be represented at, and support and assist the Encumbrancee at, any Hearing in connection with such occupation and use of the Land for Renewable Energy Purposes if, but only if, the Encumbrancee so requests and then at the Encumbrancee's reasonable cost;
 - (c) otherwise, exclusively co-operate with, support and assist the Encumbrancee in applying for, obtaining and maintaining any Consents necessary or requisite for the occupation and use of the Land for Renewable Energy Purposes if, but only if, the Encumbrancee so requests and then at the Encumbrancee's reasonable cost.
- 1.4 The Encumbrancer shall ensure that everything and anything it does, allows, or suffers on, or in connection with, the Urupa Site or the occupation and use of the Land is consistent with, and gives effect to, its obligations under this Encumbrance.
- 1.5 To avoid doubt, nothing in this Encumbrance or in the definition of Renewable Energy Purposes implies, or shall be taken to imply:
- (a) that the Land may only be occupied and used for Renewable Energy Purposes; or
 - (b) that all, or any, of the Land must be occupied and used, at any time or from time to time, for such purposes; or

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

MEMORANDUM OF ENCUMBRANCE - THIRD SCHEDULE

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- (c) that any or all of any occupation, use, business or activity of or on the Land must be undertaken directly, indirectly or otherwise by the Encumbrancee.

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

MEMORANDUM OF ENCUMBRANCE - FOURTH SCHEDULE

11

FOURTH SCHEDULE – ADDRESSES FOR NOTICE

The Encumbrancer

Description:

Address:

Attention:

Fax:

The Encumbrancer

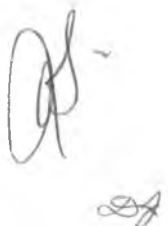
Description: MEL (West Wind) Limited

Address: PO Box 10 840, Wellington

Attention: Wind Manager

Fax: 04 381 1201

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**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

DRAFT

Approved by Registrar-General 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

WELLINGTON



BARCODE

Grantor

Surname(s) must be underlined or in CAPITALS.

[Legal description of Trustees of the xxx Trust]

Grantee

Surname(s) must be underlined or in CAPITALS.

Mel (West Wind) Limited

Grant of easement or profit à prendre or creation of 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 2008

Attestation

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
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.

[Signature box]

[So kōwhiri for] the Grantee

**If the consent of any person is required for the grant, the specified consent form must be used.*

REF: 7303 - AUCKLAND DISTRICT LAW SOCIETY

23/07/08

[Handwritten signature]

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

DRAFT

Approved by Registrar-General of Land under No. 2007/6225
Annexure Schedule 1



Easement instrument Dated Page of pages

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	A on SO407043	Section 1 SO407043	[] [formerly WN37A/957]

Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.

Easements 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] [negated] [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

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Approved by the Registrar-General of Land under number 2003/5041

Annexure Schedule

Insert type of instrument

Easement instrument Dated _____ Page 1 of 2 Pages

Continue in additional Annexure Schedule, if required.

Continuation of "Easement or profits a prendre rights and powers (including terms, covenants and conditions)"

1.1 Interpretation

In this Easement Instrument unless the context requires otherwise:

Appropriate Standard means a driveway:

- (a) consisting of an all-weather carriageway in good repair suitable for two-wheel drive vehicles the length of the Right of Way Land, of at least 3.5 metres in width, and including a turning circle at the southern end of the Right of Way Land;
- (b) which is metalled to a consistent standard and, if and as required by the relevant authority/ies, sealed at the entrance to any public road;
- (c) where the entrance to any public road meets and complies with any relevant requirements of the authority/ies but, in any case, is safe for users of both the driveway and the public road;
- (d) which, to the extent reasonably practicable, allows no material or substances to escape onto any public road; and
- (e) where all driveway surface water is drained and discharged in such ways and by such means as not to flow into, or be discharged into, any watercourse adjacent to the outside edge of the Right of Way Land or to cause or result in any scour or erosion on or of adjoining land.

Right of Way Land means the land identified as [] in Schedule A of this Easement Instrument;

Schedule 5 means Schedule 5 of the Property Law Act 2007.

1.2 Statutory rights and powers Implied

Unless expressly provided below, the rights and powers implied in the right of way easement shall be those prescribed by Schedule 5.

1.3 Additional rights and powers

The following rights and powers shall apply to this Easement Instrument:

- (a) the Grantee shall not, under any circumstances, be obliged to make any contribution to the cost of the establishment of the driveway on the Right of Way Land whether under clause 2(d) of Schedule 5 or otherwise;

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

14.8.08 - ROW case notes

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Approved by the Registrar-General of Land under number 2003/5041

Annexure Schedule

Insert type of Instrument

Easement instrument Dated _____ Page 2 of 2 Pages

Continue in additional Annexure Schedule, if required.

- (b) if and whenever any other contribution by the Grantee is to be calculated under clause 2(d) of Schedule 5 the contribution shall be no more than required to maintain, keep up and repair the driveway to an Appropriate Standard, and shall reflect the Grantee's actual use of the driveway;
- (c) the Grantor shall maintain, keep up and repair the driveway to no less than an Appropriate Standard, and, in that regard, shall pay, as and when due, all costs of the kind referred to in clause 2(d) of Schedule 5 in respect of the driveway which are not payable by the Grantee under (b) above;
- (d) the Grantee shall at all times have full and free access over and along the driveway via all gates of the Grantor; and
- (e) the Grantee shall at all times be entitled to move any animal over the Right of Way Land, whether on foot or otherwise.

1.4 Fencing

The Grantor shall at its own cost maintain, keep up and repair all fences and gates located on the boundary of the Servient Tenement to a minimum of standard stock-proof fencing (eight high-tensile steel wires, posts and battens) and standard rural stock-proof gates, and the Grantee shall not be liable to pay for or contribute to the cost of erecting or maintaining any fence or gate between the Servient Tenement and any contiguous land of the Grantee. This clause applies to all boundary fences and gates existing at the date of this Easement Instrument, any fence or gate in substitution thereof, and any fence or gate erected after the date of this Easement Instrument.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Deed of Covenants

PARTIES:

Meridian Energy Limited

MEL (West Wind) Limited

The Sovereign in Right of New Zealand

The trustees of the Port Nicholson Block Settlement Trust



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

- (i) to and in accordance with the specifications in Schedule 1, Part A and otherwise as required by law and this Deed of Covenants; and
 - (ii) on the right-of-way easement shown on the plan in Schedule 2 (*right of way*);
 - (b) in the case of the new fences:
 - (i) to and in accordance with the specifications in Schedule 1, Part B and otherwise as required by law and this Deed of Covenants; and
 - (ii) in the positions described in Schedule 1, Part B and shown on the plan in Schedule 2;
 - (c) in a good and workman-like manner and using plant, equipment, methods, and materials appropriate for the purpose; and
 - (d) so that the site works are complete in all respects by the date which is the earlier of 1 year following the date the urupa site is vested in the Trustees and the day prior to that on which the urupa site is first used as an urupa.
- 1.2 The Crown shall bear and pay all the costs and expenses for and in connection with the site works in full and as and when due. Nothing in this clause shall limit an arrangement or agreement between the Crown and the Trustees in connection with such costs and expenses.
- 1.3 During the construction period, the Crown shall ensure that:
- (a) no construction, site works or associated activities of any kind (*activities*) occur on the covenanted land;
 - (b) no such activities occur on any other part of the adjoining land except with, and subject to any conditions of, Meridian's and MEL West Wind's prior written consents; and



4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

- (c) no water, excavation materials, fill or other substances of any kind flow, fall or are placed into the stream.

1.4 The Crown acknowledges that the urupa site and the adjoining land are currently used for farming purposes. Before commencing the site works, the Crown shall:

- (a) consult with and cooperate with Meridian, MEL West Wind, and the farmer, in respect of the planning, commencement, construction, completion and commissioning of the site works with the intent that the site works shall cause as little disturbance to MEL West Wind and the farmer as can reasonably be achieved; and
- (b) provide, install, and (when the site works are completed and commissioned) remove, temporary fences in positions agreed with MEL West Wind and the farmer for safety and for stock work, control and containment during the construction period.

2. Reimbursement of Costs and Expenses

2.1 The Crown and the Trustees each acknowledge that Meridian and MEL West Wind have incurred, prior to 19 August 2008, material costs and expenses in connection with the proposed vesting of the urupa site in the Trustees, and associated matters.

2.2 Irrespective of whether the urupa site is vested in the Trustees, the Crown undertakes to pay Meridian and MEL West Wind all reasonable such costs and expenses promptly after receiving an invoice or invoices for them. To avoid doubt, those costs and expenses include those of Meridian's and MEL West Wind's valuers, engineers, surveyors, accountants, tax advisers, and lawyers, GST and all out-of-pocket payments, each on a full recovery basis.

3. Covenants by the Trustees – Maintenance and Repair

3.1 The Trustees shall ensure that:



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

- (a) the roadway always meets and complies with the specifications in Schedule 1, Part A and is fit for purpose as an access to the urupa and as an agricultural road and farm access;
 - (b) the fences always meet and comply with the specifications in Schedule 1, Part B; and
 - (c) any repairs to the roadway and/or the fences are undertaken promptly as and when required by law or any legal requirement (including a contract or covenant), and in a good and workmanlike manner.
- 3.2 The Trustees shall apply for, obtain, maintain during the construction period, and comply with all consents required for or in connection with repair works.
- 3.3 Before undertaking repair works the Trustees shall:
- (a) consult with and cooperate with Meridian, MEL West Wind and the farmer in connection with the planning, commencement, construction, completion and commissioning of repair works with the intent that the repair works shall cause as little disturbance to MEL West Wind and the farmer as can reasonably be achieved; and
 - (b) if required or agreed, provide, install, and (upon completion of the repair works) remove, temporary fences in positions agreed with the farmer for safety and for stock work, control and containment during the construction period.
- 3.4 The Trustees shall ensure that:
- (a) no repair works or associated activities (*activities*) occur on the covenanted land;



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

- (b) no such activities occur on any other part of the adjoining land except with, and subject to any conditions of, Meridian's and MEL West Wind's prior written consents; and
- (c) no water, excavation materials, fill or other substances of any kind flow, fall or are placed into the stream.

4. Covenants by the Trustees – Occupation and Use

- 4.1 The Trustees shall ensure that any water required on the urupa site for any purpose is brought onto, or collected and stored on, the urupa site and is not taken from the stream.
- 4.2 The Trustees undertake to Meridian, MEL West Wind and the farmer that, prior to the completion of the site works, the farmer may use (and Meridian and MEL West Wind may allow the farmer to use) the urupa site for farming purposes free of charge. This clause is subject to any arrangement or agreement made between the Crown and the farmer under, and for the purposes of, clause 1.4.
- 4.3 The Trustees undertake to Meridian, MEL West Wind and the farmer that none of them, jointly or singularly, shall be responsible or liable to the Trustees or to anyone claiming through the Trustees:
 - (a) for the presence of, or for the activities of, or in respect of the control of, feral or wild animals or pests in, on or near the urupa or the urupa site; or
 - (b) for or in respect of any wildfire, including as a result of the escape of a permitted fire, which may damage or affect the urupa or the urupa site.
- 4.4 The Trustees undertake to Meridian, MEL West Wind and the farmer that if, at any time, the fences are in disrepair:
 - (a) none of them, jointly or singularly, shall be liable to the Trustees or to anyone claiming through the Trustees for damage caused by



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

stock to, on or near the urupa or the urupa site, for failing to control stock, or for nuisance, trespass or conversion as a result of stock entering or being moved from the urupa site; and

- (b) after giving reasonable notice to the Trustees, any one or more of them may (but shall not be obliged to) repair the fences (or any part of them) and recover (and the Trustees shall pay) the whole cost and expense of doing so from the Trustees on demand.

5. Miscellaneous

- 5.1 The undertakings given by the Crown in clause 1 shall apply from and after the vesting of the urupa site in the Trustees pursuant to the Settlement Act.
- 5.2 The undertakings given by the Trustees in clauses 3 and 4 shall apply from and after the vesting of the urupa site in the Trustees pursuant to the Settlement Act.
- 5.3 The promises in clauses 1.4, 3.3, 4.2, 4.3 and 4.4 are for the benefit of, and may be enforced by, the farmer.
- 5.4 (a) Each of Meridian and MEL West Wind may at any time assign all or any part of their respective rights and benefits under this Deed of Covenants to:
- (i) any related company within the meaning ascribed by the Companies Act 1993;
 - (ii) the farmer;
 - (iii) without limiting (ii), the operator or manager of a renewable energy business or activity of any kind, or of an associated business or activity which, in any such case, is conducted in whole or in part on all or any of the adjoining land;
 - (iv) the registered proprietor of all or any of the adjoining land.

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

- (b) The assignor under paragraph (a) above shall promptly notify the Trustees of the assignment. Each such notice shall include the name and address of the assignee.
 - (c) Paragraphs (a) and (b) shall apply when, and as often as, circumstances require.
- 5.5 Except as specified in clause 5.4, Meridian and MEL West Wind shall not assign all or any part of their respective rights and benefits under this Deed of Covenants except with, and subject to any reasonable conditions imposed by the Trustees, which consent shall not be unreasonably withheld or delayed.
- 5.6 The Trustees shall not assign all or any part of their rights and benefits under this Deed of Covenants:
 - (a) except with, and subject to any reasonable conditions imposed by, each of Meridian and MEL West Wind, which consents shall not be unreasonably withheld or delayed; and
 - (b) unless they have first complied with clause 5.7 if, and whenever, that clause applies.
- 5.7 If the Trustees sell, charge, mortgage, lease, or part with possession or occupation of the urupa site (each a *transaction*), the Trustees shall, as a condition precedent to the completion of any such transaction:
 - (a) forthwith notify Meridian and MEL West Wind of the proposed transaction, which notice shall include a description of the nature of the transaction, the date upon which the transaction is proposed to come into effect, and the identity and address of each other party to the transaction;
 - (b) ensure and procure that each other party enters into a deed of covenant with Meridian and MEL West Wind, which deed of covenant shall:



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

- (i) include an undertaking by the other party to observe, perform and comply with the Trustees' obligations under this Deed of Covenants;
- (ii) include an undertaking by the other party to the same effect as that in clause 5.8, adjusted only as necessary as to apply to any subsequent transaction;
- (iii) include an undertaking by the other party to ensure and procure that, on any subsequent transaction, the subsequent new party also enters into deed of covenant with Meridian and MEL West Wind on like terms to those described in this clause 5.6, including this paragraph (iii); and
- (iv) be, in every respect, in form and substance reasonably acceptable to Meridian and MEL West Wind.

5.8 The Trustees shall pay, on demand, all of Meridian's and MEL West Wind's costs and expenses in connection with the notice referred to in clause 5.7(a) and a deed of covenant of the kind referred to in clause 5.7(b) (including legal costs and expenses and taxes on a full recovery basis). To avoid doubt, the Trustees shall pay their own costs and expenses in connection therewith. Nothing in this clause limits any arrangement or agreement between the Trustees and an other party.

5.9 Notices under this Deed of Covenants shall be given in writing and may be delivered by hand, by mail or by facsimile to the addresses specified below.

(a) *Meridian and MEL West Wind:*

C/- General Counsel
Meridian Energy Ltd
Wellington Office
33 Customhouse Quay
PO Box 10-840
Wellington



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Telephone: 04 381 1200

Facsimile: 04 381 1201

(b) *The Crown:*

(c) *The Trustees:*

or to such other address as may be specified by notice given for the purposes of this clause.

5.10 Except as otherwise provided by law, a notice shall be deemed given:

(a) in the case of hand delivery, upon written acknowledgement of receipt by an officer or other fully authorised employee, agent or representative of the receiving party,

(b) in the case of posting, three days after despatch;

(c) in the case of facsimile, upon receipt of transmission if received on a business day or otherwise at the commencement of the first business day following transmission.

5.11 This Deed of Covenants is governed by, and shall be construed in accordance with, New Zealand law.

6. Interpretation

6.1 In this Deed of Covenants, wherever the context permits:

adjoining land means the whole or any part of the land comprised in WN37A/957 as at the date of this Deed of Covenants, apart from the urupa site, irrespective of whether all or any of such land continues to be held in that title.

construction period means, in respect of site works or of repair works, the period during which those works are undertaken.

covenanted land means the land, comprising 6.2 hectares (a little more or less) and adjoining the urupa site, known as Johnny's Bush which is, or is to

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

be, the subject of a conservation covenant registered under section 77 of the Reserves Act 1977. The boundary of the covenanted land, and the covenanted land, is shown, marked 'A', in the photodiagram in Schedule 3.

consents includes any consent, approval, permission, authorisation, certificate or licence required to be obtained, maintained or complied with in connection with any entry, taking, transaction, use or activity whether from an authority having relevant jurisdiction, by law or by virtue of a legal requirement (including a contract or covenant), and includes a reference to any condition or requirement of a consent.

farmer means, at any time and from time to time, a person entitled to occupy or use the adjoining land.

fences means, at any time and from time to time, the boundary fences enclosing (or which ought to enclose) the urupa site, and includes a reference to gates of the kind, and in the locations, described in Schedule 1, Part B.

new fences means the fences to be constructed as part of the site works.

repair works means all construction and other works relating to the renewal, maintenance or repair of the roadway or fences.

right of way has the meaning ascribed in clause 1.1(a)(ii).

roadway means the roadway to be constructed on the right of way as part of the site works.

Settlement Act means the Port Nicholson Block (Taranaki Whanui ki Te Upoko o Te Ika) Claims Settlement Act 2008.

site works means the construction and other works described and referred to in clauses 1.1, 1.2 and 1.4 to 1.6 inclusive.

stream means the stream or waterway on the adjoining land adjacent to the right of way which flows to Makara Stream.

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

urupa site has the meaning ascribed in Schedule 2, Part 2 to the Settlement Act.

6.2 In construing this Deed of Covenants:

- (a) the singular includes the plural and *vice versa*;
- (b) references to *including* and other similar words are not to be treated as words of limitation;
- (c) clause headings are for ease of reference only and are not relevant to interpretation;
- (d) words importing a gender include each other gender;
- (e) a reference to a person includes a reference to a body corporate, an unincorporated association, a firm, a partnership, a statutory body, the Crown and an instrument or agency of the Crown;
- (f) references to clauses and schedules are references to clauses of, and schedules to, this Deed of Covenants;
- (g) when a word or phrase is given a particular meaning other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (h) a reference to a statute includes a reference to regulations, orders or notices made under that statute and to all amendments to, or substitutions for, such statute;
- (i) an obligation not to do anything shall include an obligation not to suffer, permit, or cause the thing to be done;
- (j) the provisions of this Deed of Covenants bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity.

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

EXECUTION

MERIDIAN ENERGY LIMITED

By:

MEL (WEST WIND) LIMITED

By

THE SOVEREIGN IN RIGHT OF NEW ZEALAND

THE TRUSTEES OF THE PORT NICHOLSON BLOCK SETTLEMENT TRUST

A handwritten signature in black ink, appearing to be a stylized 'A' or similar character, located in the bottom right corner of the page.

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Schedule 1

Part A

Roadway

The roadway shall be an all-weather two-wheel drive carriageway the length of the right of way, of at least 3.5 metres in width and shall include a turning circle at the southern end of the right of way.

The roadway shall be metalled appropriately and, if and as required by the relevant authority/ies, shall be sealed at the Makara Road end.

The entrance of the roadway to Makara Road shall meet and comply with any relevant requirements of the relevant authority/ies but, anyway, shall be safe for users of both the right of way and of Makara Road.

All surface water shall be drained and discharged from the right of way in such ways and by such means as not to flow into, or be discharged into, the stream.

Part B

Fences and gates

The new fences, when taken together with existing fences, shall completely enclose the urupa site. If, and to the extent, the existing fences are in disrepair when the site works are undertaken those fences shall be repaired (to the specification set out below) as part of those works.

The new fences shall be:

- (a) standard stock-proof fencing (eight high-tensile steel wires, posts and battens):
- to the southern boundary (from existing fence line above Makara Road, in the east, to the northwestern corner of the urupa site); and
 - to the western and northern boundaries (from that corner to the entrance at Makara Road); and
- (b) standard stock-proof rural gates:
- at the entrance on Makara Road, opening inwards;
 - on the southern boundary, at the top of the right of way, opening outwards;
 - on the western boundary (adjacent to that gate) off the right of way, opening outwards.

Any repairs to the fences shall be to the same specifications.

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

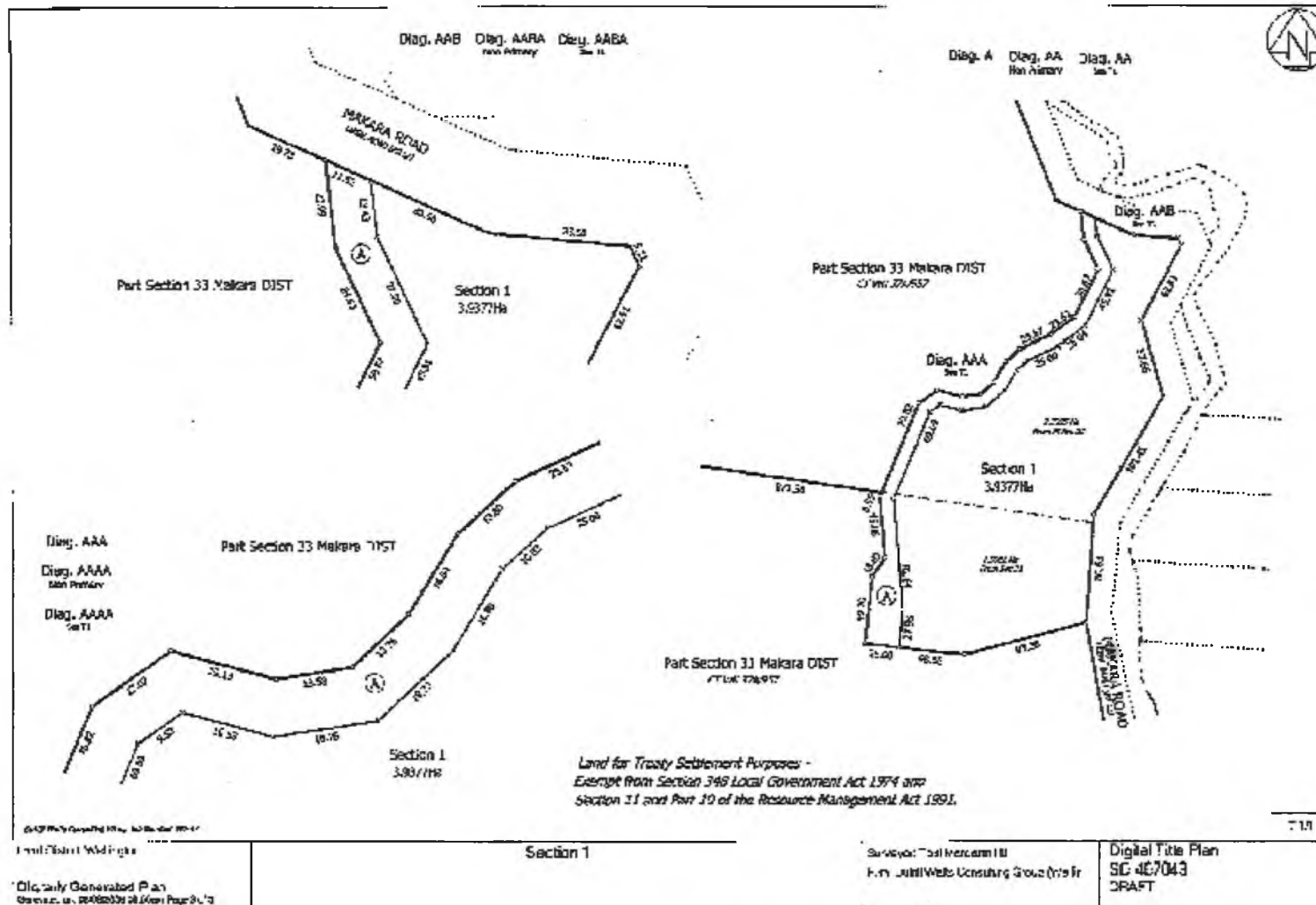
4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Schedule 2



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES



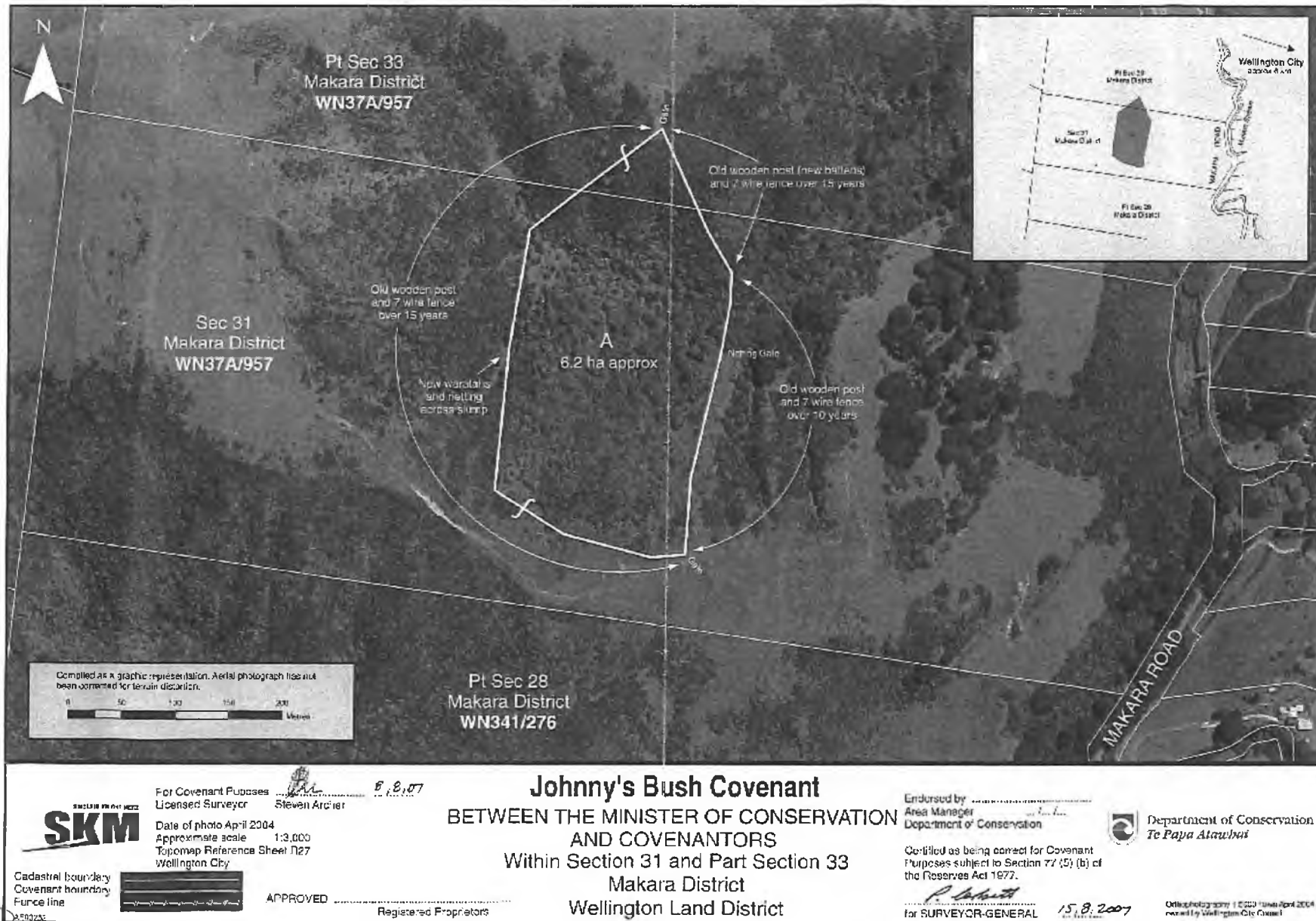
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**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Schedule 3

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES



PARANGARAHU LAKES CONSERVATION COVENANT

(Section 27 Conservation Act 1987

and

Section 77 Reserves Act 1977)

THIS DEED of COVENANT is made this day of

BETWEEN [GOVERNANCE ENTITY] (the Owner)

AND MINISTER OF CONSERVATION (THE MINISTER)

BACKGROUND

- A. Section 27 of the Conservation Act 1987 provides that a covenant for conservation purposes may be granted or reserved over any land in favour of the Minister; and 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 Taranaki Whānui ki Te Upoko o Te Ika Claims Settlement 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 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.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

1 INTERPRETATION

1.1 In this covenant unless the context otherwise requires:

- “Conservation Purposes”** means the preservation and protection of natural 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 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.
- “Recreation Reserve”** means the land owned and managed by Greater Wellington Regional Council as part of the East Harbour Regional Park.
- “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.
- “Scientific Reserve”** means that part of Lake Kohangatera and that part of Lake Kohangapiripiri comprising the space occupied by the water and the space occupied by the air above that water.
- “Taranaki Whanui”** means Taranaki Whānui ki Te Upoko o Te Ika

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

- “Taranaki Whānui tikanga” includes Conservation Values
- “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 forever.
- 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 Reserve 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.
- 2.1.4 to provide for enhance, and protect Taranaki Whānui’s ancient relationship with the Land to ensure the Land is held and appreciated in accordance with Taranaki Whānui tikanga

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

3 IMPLEMENTATION OF OBJECTIVES

- 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.
- 3.2 The Owner shall take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, and in accordance with Taranaki Whānui tikanga 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;

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

- 3.2.3 wherever possible 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 wherever possible replant any areas of soil erosion within the land with indigenous vegetation using, as far as possible, genetically local sourced indigenous material in accordance with Taranaki Whānui tikanga;
 - 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 and Taranaki Whānui tikanga, permit the public to enter upon the Land. Public access shall primarily be for recreational and educational purposes, however access may also be provided for scientific study or research. Notwithstanding the provisions of this clause the Owner may temporarily restrict public access to part of the Land in order to protect wāhi tapu or in the event of Rahui.

5 THE MINISTER'S OBLIGATIONS 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.
- 5.2 The Minister may 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 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

6 MANAGEMENT OF THE LAND

- 6.1 The Owner, in managing the Land, must have regard to any reserve management plan approved for the Recreation Reserve or the Scientific Reserve.
- 6.2 The Owner may appoint or otherwise agree for the Greater Wellington Regional Council to manage the Land, subject to the conditions of this covenant.
- 6.3 The Minister may prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

7 JOINT OBLIGATIONS

- 7.1 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.

8 DURATION OF COVENANT

- 8.1 This Covenant binds the parties forever to the rights and obligations contained in it.

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;

- 10.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

10.3 Reserves Act

- 10.3.1 In accordance with section 77(3) of the Reserves Act 1977 but subject to the terms and conditions set out in this Covenant, sections 93 to 105 of the Reserves Act 1977, as far as they are applicable and with the necessary modifications, apply to the Land as if the Land were a reserve.

10.4 Titles

- 10.4.1 This Covenant must be signed by both parties and registered against the Certificate of Title to the Land.

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

10.5 **Acceptance of Covenant**

10.5.1 The parties agree to be bound by the provisions of the Covenant including during the period prior to the Covenant's registration.

10.6 **Fire**

10.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority (as defined in the Forest and Rural Fires Act 1977) and the Minister in the event of wildfire upon or threatening the Land;

10.6.2 If the Minister is not the appropriate Fire Authority for the Land, the Minister will render assistance to the Fire Authority in suppressing the fire if:

10.6.2.1 requested to do so; or

10.6.2.2 if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977;

10.6.3 This assistance will be at no cost to the Owner unless the Owner is responsible for the wild fire through wilful action or negligence (which includes the case where the wild fire is caused by the escape of a permitted fire due to non adherence to the conditions of the permit).

11 **DEFAULT**

11.1 Where either the Owner or the Minister breaches any of the terms and conditions contained in this Covenant the other party:

11.1.1 may take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and

11.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.

11.2 Should either the Owner or the Minister become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:

11.2.1 advise the defaulting party of the default;

11.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and

11.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

12 DISPUTE RESOLUTION PROCESSES

12.1 If any dispute arises between the Owner and the Minister in connection with this Covenant, the parties must, without prejudice to any other rights they may have under this Covenant, attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the parties.

12.2 Mediation

12.2.1 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;

12.2.2 If the parties do not agree on a mediator, the President of the New Zealand Law Society is to appoint the mediator.

12.3 Failure of Mediation

12.3.1 In the event that the matter is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply.

12.3.2 Notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President for the time being of the New Zealand Law Society.

12.3.3 The parties further agree that the results of arbitration are to be binding upon the parties.

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.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

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.

Executed as a Deed

Signed by _____ as)
Owner in the presence of :)

Witness: _____

Address : _____

Occupation: _____

Signed by _____ and)
acting under a written delegation from the Minister)
of Conservation and exercising his/her powers under)
section 117 of the Reserves Act 1977 as designated)
Commissioner in the presence of :)

Witness: _____

Address : _____

Occupation: _____

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

SCHEDULE 1

Description of Land:

Wellington Land District

33.0622 hectares, more or less, being Section 2 SO 409042, excluding the space occupied by water and the space occupied by air above the water; and

7.8000 hectares, more or less, being Lot 11 DP 53891; and

8.7900 hectares, more or less, being Lot 9 DP 53891 excluding the space occupied by water and the space occupied by air above the water; and

3.5050 hectares, more or less, being Section 1 SO 406979, excluding the space occupied by water and the space occupied by air above the water; and

3.2500 hectares, more or less, being Lot 10 DP 53891.

Conservation Values of the Land to be protected:

The intrinsic value of natural and historic qualities of an area of remote wetland, and the appreciation and recreational enjoyment that may be derived by the public from the opportunity to visit that area.

The natural resources on the land, with particular regard to the indigenous flora and fauna, which need to be preserved as far as possible in their natural state

The intrinsic value of historic resources on the land, represented by historic and archaeological sites.

Reserve Values of Land to be protected:

The natural environment of the flora and fauna, the natural landscape amenity, wildlife habitat and historic values. The land is a representative sample of the class of natural ecosystem and landscape which in the aggregate originally gave the Tararua Ecological District its own recognisable character. The Pencarrow Lakes have been ranked in the Wetlands of Ecological and Regional Importance (WERI) database of national (Lake Kohangatera) and regional (Lake Kohangapiripiri) significance.

The flora includes 61 lake or lake margin plants that have been recorded. Of these, 15 are endemic and 10 are significant plant species in the following categories. 1) Regionally threatened

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

aquatic plants: *Lepilaena bilocularis* and *Ruppia polycarpa* (horse's mane weed); 2) regionally threatened semi-aquatic plants: *Crassula kirkii*, *Glossostigma diandrum* and *Ranunculus macropus*; 3) locally significant semi-aquatic plants: *Eryngium vesiculosum* (sea holly), *Glossostigma elatinoides*, *Gratiola sexdentata*, *Limosella lineata* (mudwort) and *Scheonoplectus validus* (formerly *Scirpus lacustris*, lake clubrush).

The land provides excellent wetland habitat for a number of waterfowl species. Common breeding species include black swan, mallard with some pukeko. Less common, but nevertheless widespread indigenous waterfowl species, include grey duck and Australasian shoveler. Two rare species of waterfowl are Australian bittern and spotless crane. Non-wetland fauna of significance include California quail, NZ falcon and kaka. A total of nine species of freshwater fishes have been recorded in the two catchments, such as the nationally-threatened giant kokopu.

Other reserve values are the historic, archaeological, cultural, spiritual and educational values associated with the land.



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

SCHEDULE 2

Address for Service

The address for service of the Owner is:
The Port Nicholson Block Settlement Trust
Level 1
TSB Arena (South Park)
3 Queens Wharf
Wellington
P O Box 12164

Wellington

Phone 04 4723872

Fax 04 4723874

The address for service of the Minister is:

The Conservator
Department of Conservation
181 Thorndon Quay
PO Box 5086
WELLINGTON
Phone 04 472 5821
Fax 04 499 0077



4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

SCHEDULE 3

Special Conditions

1. The Owner may authorise members of Taranaki Whānui ki Te Upoko o Te Ika to remove medicinal plant material and traditional food plants and fibres from the land, but in granting such authorisations shall ensure that any impacts on the Conservation Values are minimised.
2. The Owner may undertake minor clearance of vegetation for the purposes of access for pest plant or pest animal control.
3. The Owner, or a member of Taranaki Whānui authorised by the Owner may conduct any cultural or spiritual practice on the Land deemed necessary or of importance to the Owner or Taranaki Whānui and in doing so shall ensure as far as practicable that any impact on the Land or Conservation Values are minimised.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

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

GOVERNANCE ENTITY

to

MINISTER OF CONSERVATION

Legal Services
Department of Conservation



5 LETTERS OF ENGAGEMENT



INITIALED DEED FOR PRESENTATION TO TARANAKI WHĀNUI KI TE UPOKO O TE IKA FOR RATIFICATION PURPOSES
PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5 LETTERS OF ENGAGEMENT

[Letterhead of Minister in Charge of Treaty of Waitangi Negotiations]

Dear []

I am writing to advise Centreport of the impending Treaty settlement with Taranaki Whānui ki Te Upoko o Te Ika and to invite and encourage Centreport to meet with the Port Nicholson Block Settlement Trust to discuss matters of common interest and develop an effective and durable relationship with Taranaki Whānui ki Te Upoko o Te Ika.

In so doing I am hopeful that two organisations which play different but nevertheless crucial roles will forge a productive relationship for the organisations' mutual benefit and for the wider benefit of Wellington and New Zealand.

Taranaki Whānui ki Te Upoko o Te Ika

Taranaki Whānui ki Te Upoko o Ika are descendants of Te Atiawa, Taranaki, Ngāti Ruanui and Ngāti Tama who occupied the area around the shores of Te Whanganui-a-Tara in 1840.

Settlement of historical claims

As you may be aware, on [date] the Crown signed a Deed of Settlement (Deed) with Taranaki Whānui ki Te Upoko o Te Ika for the settlement of all their historical claims under the Treaty of Waitangi.

The Deed is conditional on settlement legislation (due to be introduced into the House of Representatives shortly) which will give effect to some aspects of the settlement.

The Treaty settlement includes properties of cultural significance to Taranaki Whānui ki Te Upoko o Te Ika, including the Harbour Islands and other reserves. It also includes statutory acknowledgements (under which Taranaki Whānui ki Te Upoko o Te Ika must be notified of applications for resource consents) and a deed of recognition.

As part of the commercial component of the settlement, Taranaki Whānui ki Te Upoko o Te Ika will have the option of purchasing a number of strategic Wellington properties, including properties at Shelly Bay and Wellington Railway Station. Taranaki Whānui ki Te Upoko o Te Ika have a right of first refusal, lasting 100 years, over properties in the Wellington City, Petone, Waiwhetu and Wainuiomata areas, if they become surplus.

Post-settlement governance

Taranaki Whānui ki Te Upoko o Te Ika has established the Port Nicholson Block Settlement Trust. The Taranaki Whānui ki Te Upoko o Te Ika claimant community ratified the Port Nicholson Block Settlement Trust as its post-settlement governance entity and the Crown has approved it as a representative, accountable, and transparent entity to receive and manage the settlement redress.



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5 LETTERS OF ENGAGEMENT

Taranaki Whānui ki Te Upoko o Te Ika are on course to becoming an increasingly significant business player in the wider Wellington area, and their post-settlement governance entity is likely to play a prominent role in providing for the social and cultural well-being of its members.

Relationships

During the course of negotiations, the Taranaki Whānui ki Te Upoko o Te Ika negotiators sought the opportunity to develop ongoing relationships with relevant organisations within the Taranaki Whānui ki Te Upoko o Te Ika area of interest, including Centreport. The essence of the request relates to the formation and maintenance of effective and durable working relationships with these organisations post-settlement.

Taranaki Whānui ki Te Upoko o Te Ika have indicated that they wish to interact with Centreport in relation to:

- a. reclamations – historical and future;
- b. developments on the waterfront;
- c. commercial participation in harbour activities;
- d. representation matters; and
- e. customary and cultural rights.

I urge you to agree to enter into a formal relationship with Taranaki Whānui ki Te Upoko o Te Ika. You may also wish to consider whether the memorandum or agreement will be legally binding upon Centreport and Taranaki Whānui ki Te Upoko o Te Ika and take legal advice as appropriate.

It is with this background that I introduce the Port Nicholson Block Settlement Trust as an organisation that will be of increasing strategic significance to Centreport. There would appear to be numerous opportunities for Centreport to recognise and partner with the Port Nicholson Block Settlement Trust, including:

- a. representation at Board level;
- b. protocols;
- c. formal relationship agreements and/or memoranda of understanding; and
- d. joint-ventures.

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

5 LETTERS OF ENGAGEMENT

I sincerely urge Centreport and the Port Nicholson Block Settlement Trust to develop an effective and durable working relationship which allows both parties to identify opportunities for mutual co-operation.

Yours sincerely

Hon Dr Michael Cullen

Minister in Charge of Treaty of Waitangi Negotiations



INITIALLED DEED FOR PRESENTATION TO TARANAKI WHĀNUI KI TE UPOKO O TE IKA FOR RATIFICATION PURPOSES
PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5 LETTERS OF ENGAGEMENT

[Letterhead of Minister in Charge of Treaty of Waitangi Negotiations]

Dear []

I am writing to advise Wellington International Airport Limited of the impending Treaty settlement with Taranaki Whānui ki Te Upoko o Te Ika and to invite and encourage Wellington International Airport Limited to meet with the Port Nicholson Block Settlement Trust to discuss matters of common interest and develop an effective and durable relationship with Taranaki Whānui ki Te Upoko o Te Ika.

In so doing I am hopeful that two organisations which play different but nevertheless crucial roles will forge a productive relationship for the organisations' mutual benefit and for the wider benefit of Wellington and New Zealand.

Taranaki Whānui ki Te Upoko o Te Ika

Taranaki Whānui ki Te Upoko o Ika are descendants of Te Atiawa, Taranaki, Ngāti Ruanui and Ngāti Tama who occupied the area around the shores of Te Whanganui-a-Tara in 1840.

Settlement of historical claims

As you may be aware, on [date] the Crown signed a Deed of Settlement (Deed) with Taranaki Whānui ki Te Upoko o Te Ika for the settlement of all their historical claims under the Treaty of Waitangi.

The Deed is conditional on settlement legislation (due to be introduced into the House of Representatives shortly) which will give effect to some aspects of the settlement.

The Treaty settlement includes properties of cultural significance to Taranaki Whānui ki Te Upoko o Te Ika, including the Harbour Islands and other reserves. It also includes statutory acknowledgements (under which Taranaki Whānui ki Te Upoko o Te Ika must be notified of applications for resource consents) and a deed of recognition.

As part of the commercial component of the settlement, Taranaki Whānui ki Te Upoko o Te Ika will have the option of purchasing a number of strategic Wellington properties, including properties at Shelly Bay and Wellington Railway Station. Taranaki Whānui ki Te Upoko o Te Ika have a right of first refusal, lasting 100 years, over properties in the Wellington City, Petone, Waiwhetu and Wainuiomata areas, if they become surplus.



INITIALLED DEED FOR PRESENTATION TO TARANAKI WHĀNUI KI TE UPOKO O TE IKA FOR RATIFICATION PURPOSES
PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5 LETTERS OF ENGAGEMENT

Post-settlement governance

Taranaki Whānui ki Te Upoko o Te Ika has established the Port Nicholson Block Settlement Trust. The Taranaki Whānui ki Te Upoko o Te Ika claimant community ratified the Port Nicholson Block Settlement Trust as its post-settlement governance entity and the Crown has approved it as a representative, accountable, and transparent entity to receive and manage the settlement redress.

Taranaki Whānui ki Te Upoko o Te Ika are on course to becoming an increasingly significant business player in the wider Wellington area, and their post-settlement governance entity is likely to play a prominent role in providing for the social and cultural well-being of its members.

Relationships

During the course of negotiations, the Taranaki Whānui ki Te Upoko o Te Ika negotiators sought the opportunity to develop ongoing relationships with relevant organisations within the Taranaki Whānui ki Te Upoko o Te Ika area of interest, including Wellington International Airport Limited. The essence of the request relates to the formation and maintenance of effective and durable working relationships with these organisations post-settlement.

Taranaki Whānui ki Te Upoko o Te Ika have indicated that they wish to interact with Wellington International Airport in relation to:

- a. reclamations – historical and future;
- b. commercial participation in airport activities;
- c. representation matters; and
- d. customary and cultural rights.

I urge you to agree to enter into a formal relationship with Taranaki Whānui ki Te Upoko o Te Ika, you may also wish to consider whether the memorandum or agreement will be legally binding upon Wellington International Airport Limited and Taranaki Whānui ki Te Upoko o Te Ika and take legal advice as appropriate.

It is with this background that I introduce the Port Nicholson Block Settlement Trust as an organisation that will be of increasing strategic significance to Wellington International Airport Limited. There would appear to be numerous opportunities for Wellington International Airport Limited to recognise and partner with the Port Nicholson Block Settlement Trust, including:

- a. representation at Board level;
- b. protocols;
- c. formal relationship agreements and/or memoranda of understanding; and
- d. joint-ventures.

INITIALLED DEED FOR PRESENTATION TO TARANAKI WHĀNUI KI TE UPOKO O TE IKA FOR RATIFICATION PURPOSES
**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

5 LETTERS OF ENGAGEMENT

I sincerely urge Wellington International Airport and the Port Nicholson Block Settlement Trust to develop an effective and durable working relationship which allows both parties to identify opportunities for mutual co-operation.

Yours sincerely

Hon Dr Michael Cullen

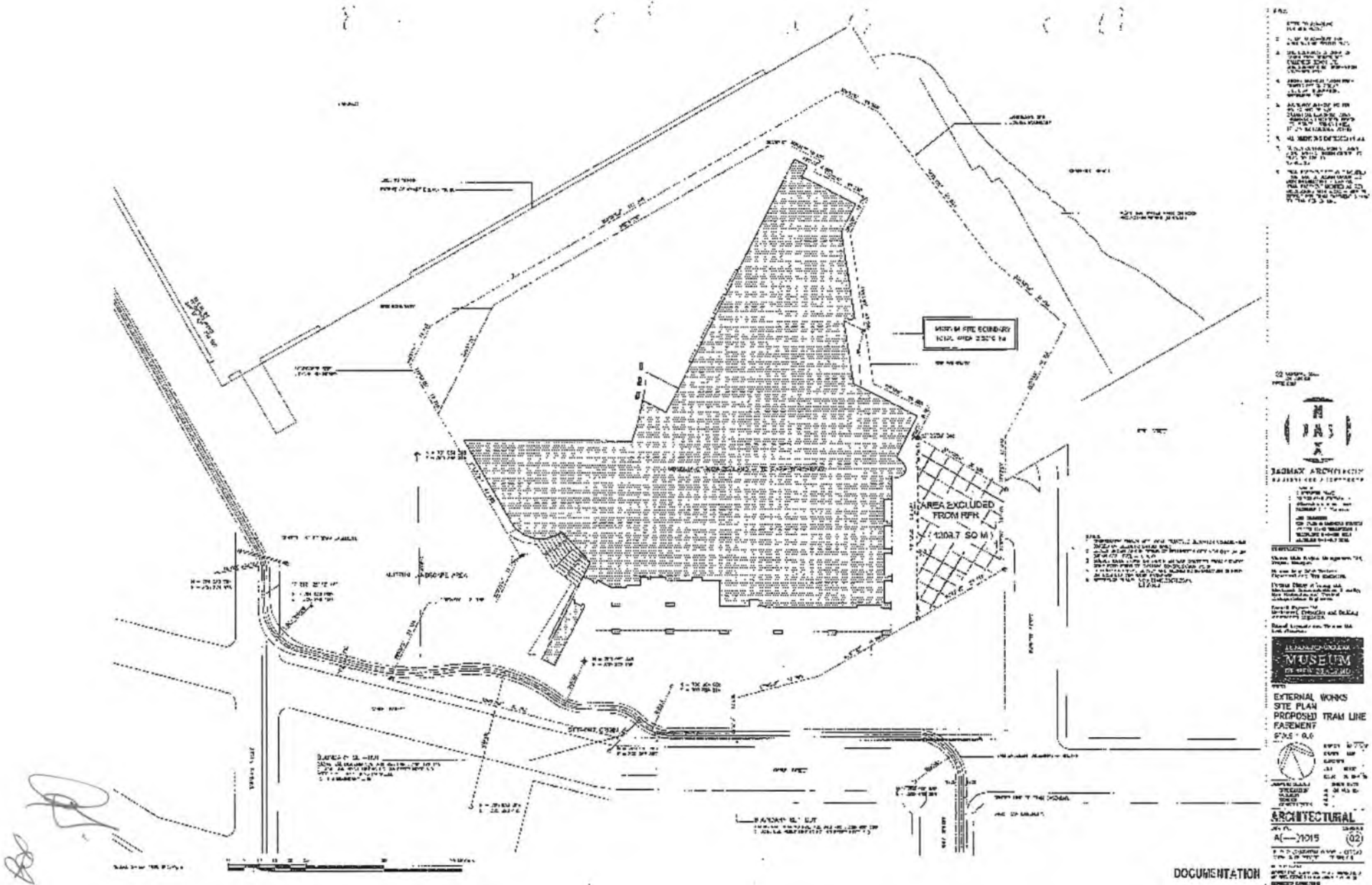
Minister in Charge of Treaty of Waitangi Negotiations



6 ARCHITECTURAL PLAN IN RELATION TO TE PAPA RFR LAND

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: DOCUMENTS SCHEDULE

6 ARCHITECTURAL PLAN IN RELATION TO TE PAPA RFR LAND

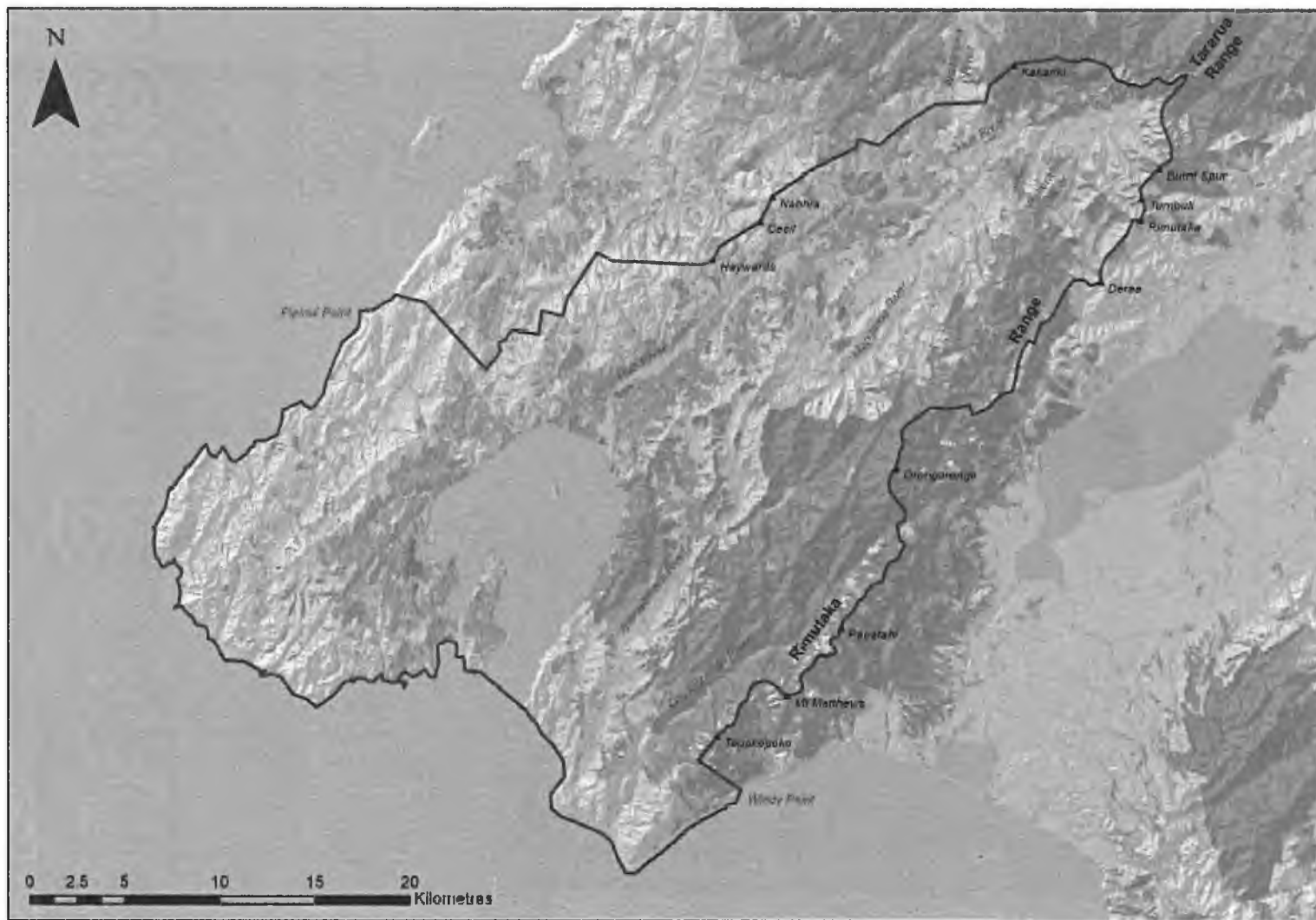


7 AREA OF INTEREST

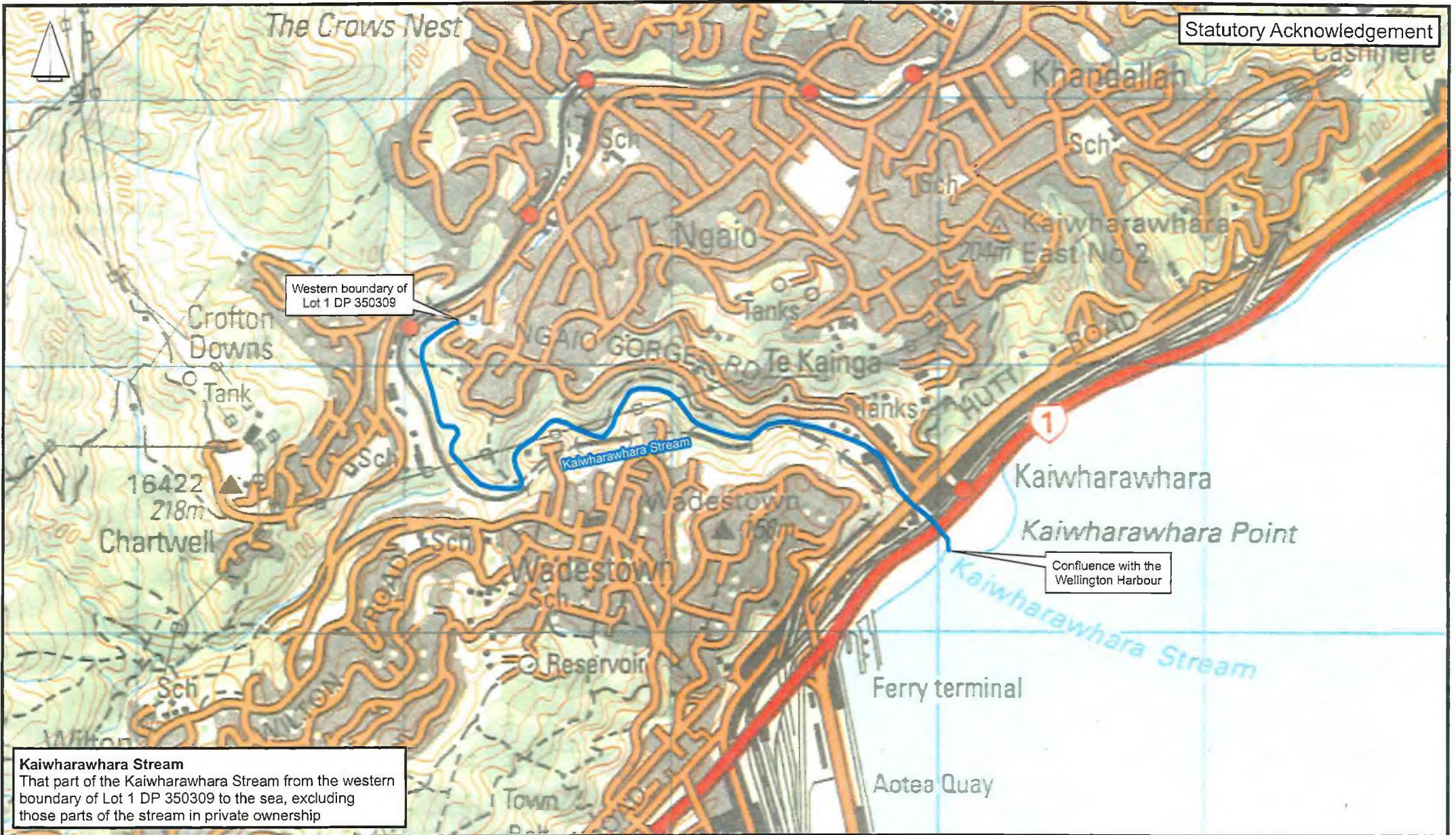
PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: DOCUMENTS SCHEDULE

7 AREA OF INTEREST

ATTACHMENT A
TARANAKI WHĀNUI KI TE UPOKO O TE IKA AREA OF INTEREST



8 SO PLANS



Western boundary of Lot 1 DP 350309

Statutory Acknowledgement

Confluence with the Wellington Harbour

Kaiwharawhara Stream
 That part of the Kaiwharawhara Stream from the western boundary of Lot 1 DP 350309 to the sea, excluding those parts of the stream in private ownership



Wellington Land District
 Boundaries are indicative only
 Grid lines are at 1000 metres



Kaiwharawhara Stream

Areas referred to in the Deed of Settlement between
 Taranaki Whānui ki Te Upoko o Te Ika and the Crown

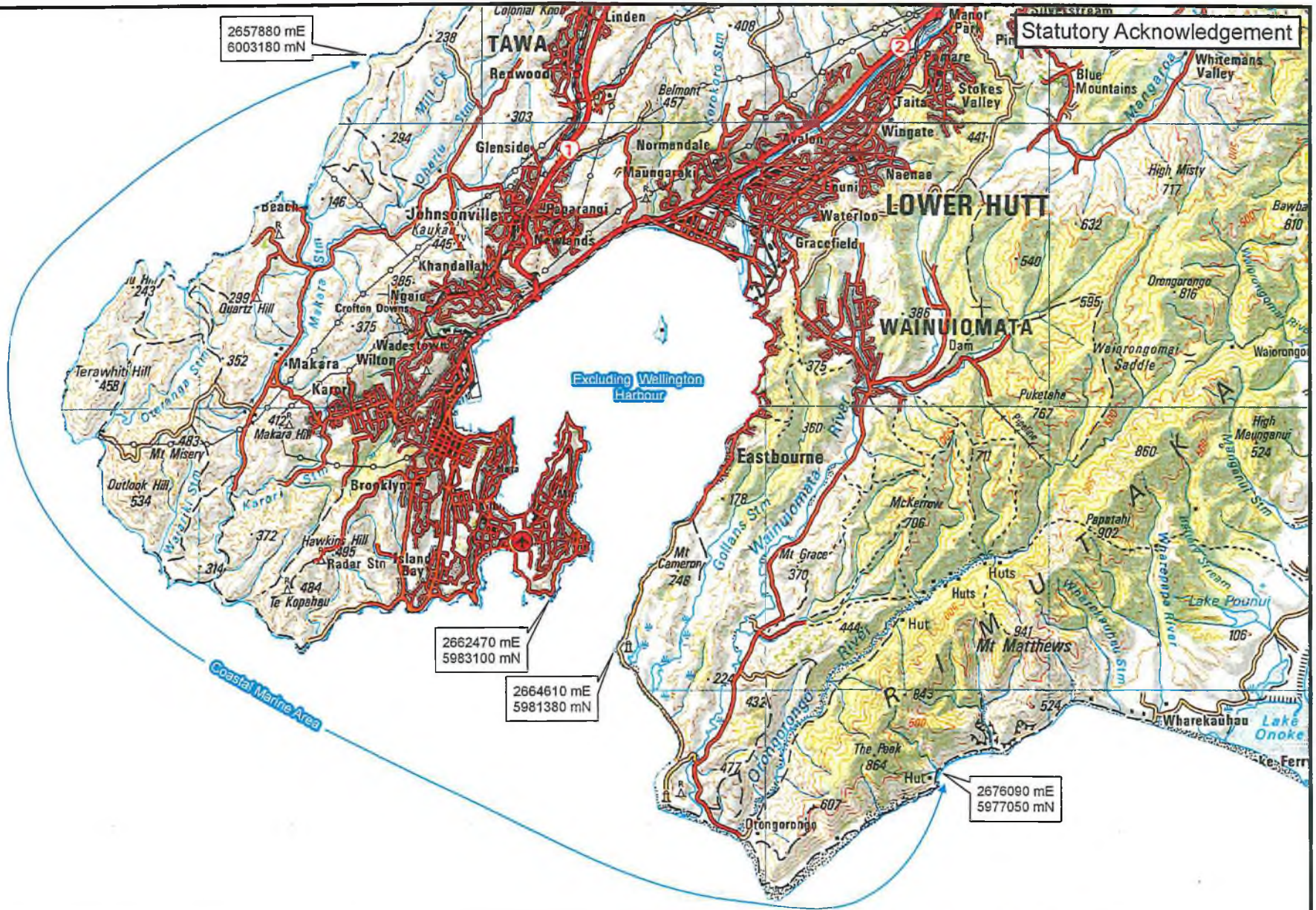
Approved as to boundaries:
[Signature] 19.8.08
 for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika
[Signature] 19.08.2008
 for and on behalf of the Crown

SO 408069



2657880 mE
6003180 mN

Statutory Acknowledgement



Excluding Wellington Harbour

2662470 mE
5983100 mN

2664610 mE
5981380 mN

2676090 mE
5977050 mN

Coastal Marine Area



Wellington Land District
Boundaries are indicative only
Grid lines are at 1000 metres



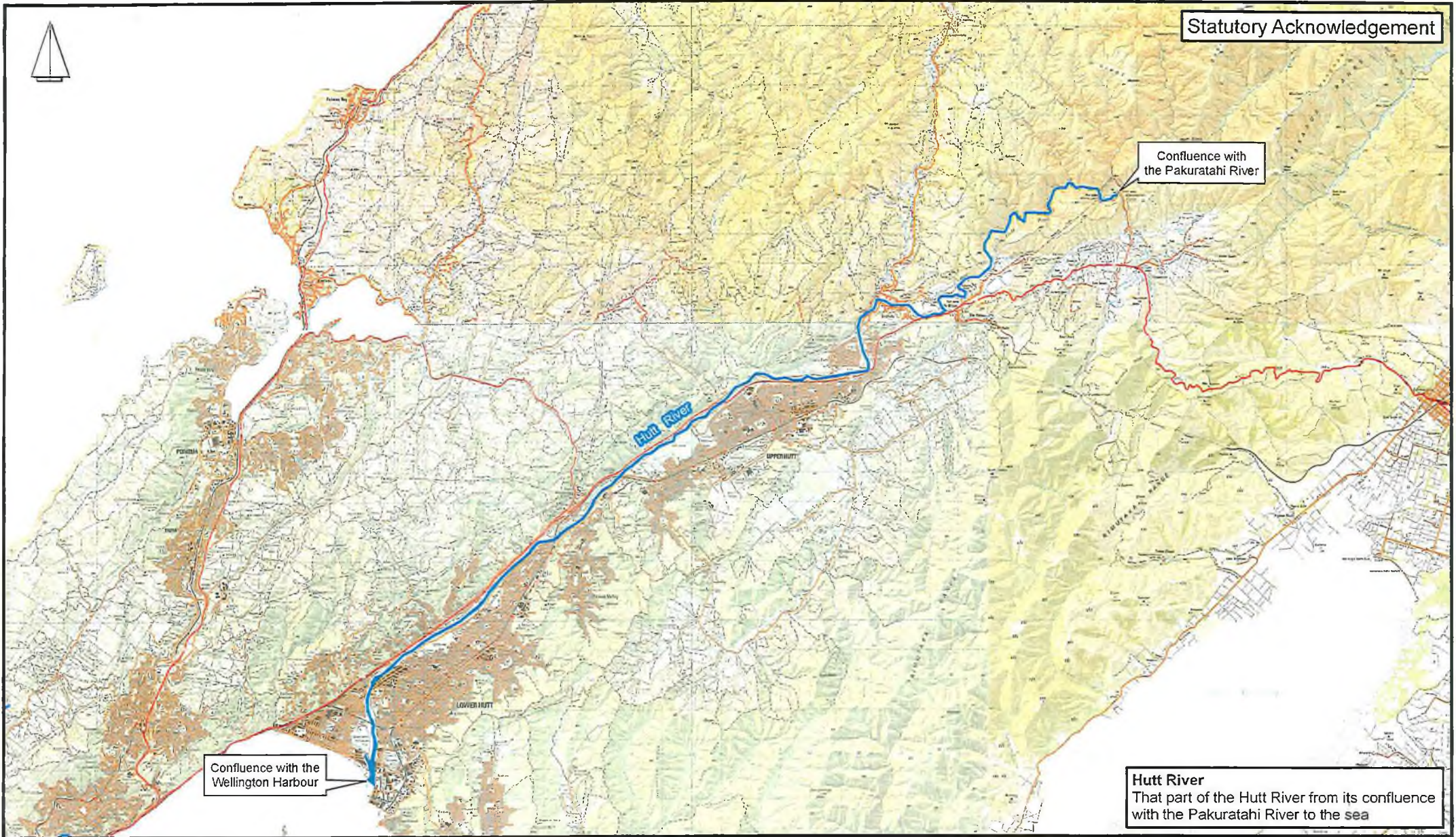
Coastal Marine Area

Areas referred to in the Deed of Settlement between
Taranaki Whānui ki Te Upoko o Te Ika and the Crown

Approved as to boundaries:
[Signature] 19.8.08
for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika
[Signature] 19.08.2008
for and on behalf of the Crown

SO 408070

Statutory Acknowledgement



Confluence with the Pakuratahi River

Confluence with the Wellington Harbour

Hutt River
That part of the Hutt River from its confluence with the Pakuratahi River to the sea



Wellington Land District
Boundaries are indicative only
Grid lines are at 1000 metres

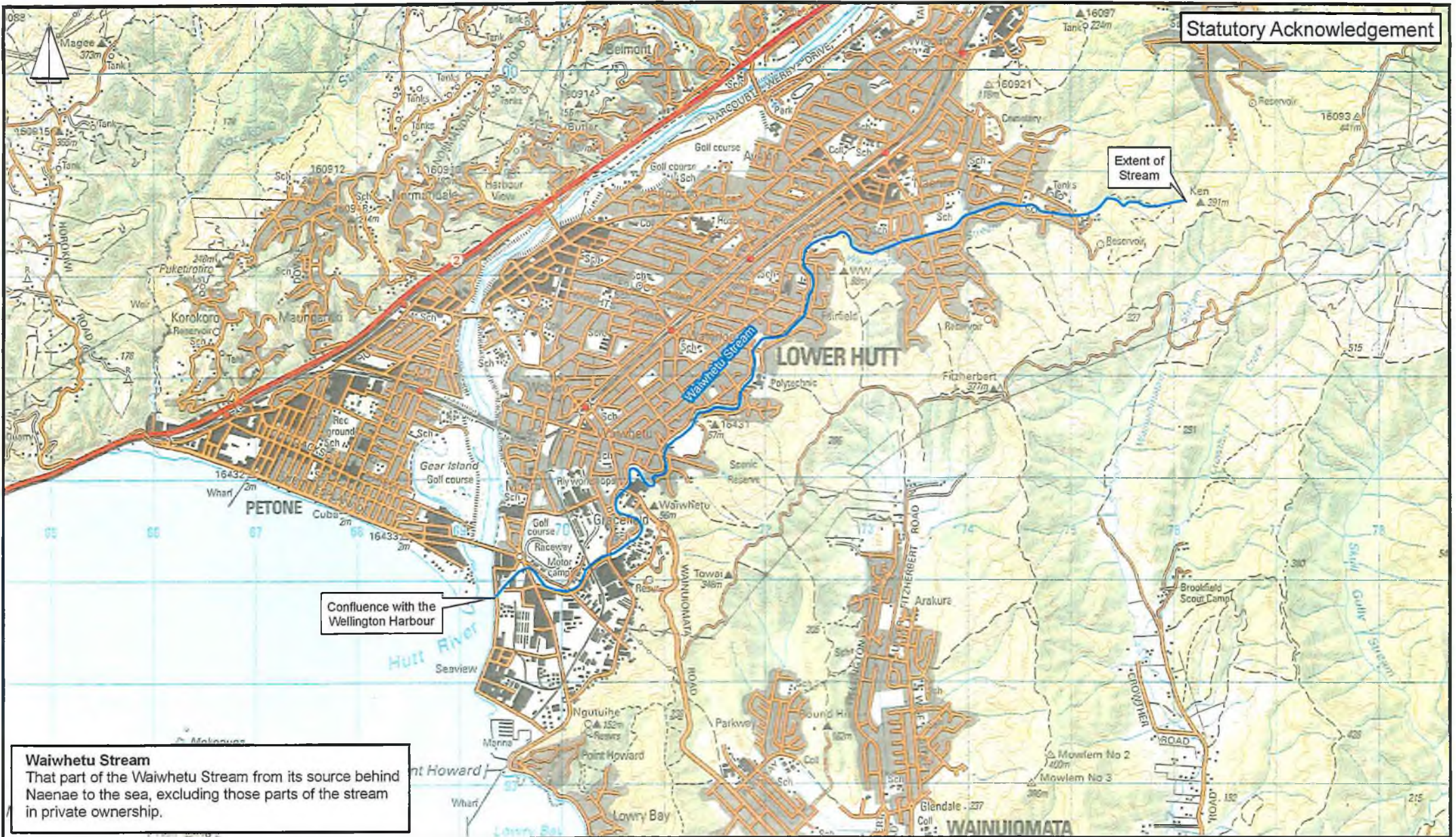


Hutt River

Areas referred to in the Deed of Settlement between
Taranaki Whānui ki Te Upoko o Te Ika and the Crown

Approved as to boundaries:
[Signature] 19/2/08
for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika
[Signature] 19/08/2008
for and on behalf of the Crown

SO 408071



Waiwhetu Stream
 That part of the Waiwhetu Stream from its source behind Naenae to the sea, excluding those parts of the stream in private ownership.



Wellington Land District
 Boundaries are indicative only
 Grid lines are at 1000 metres

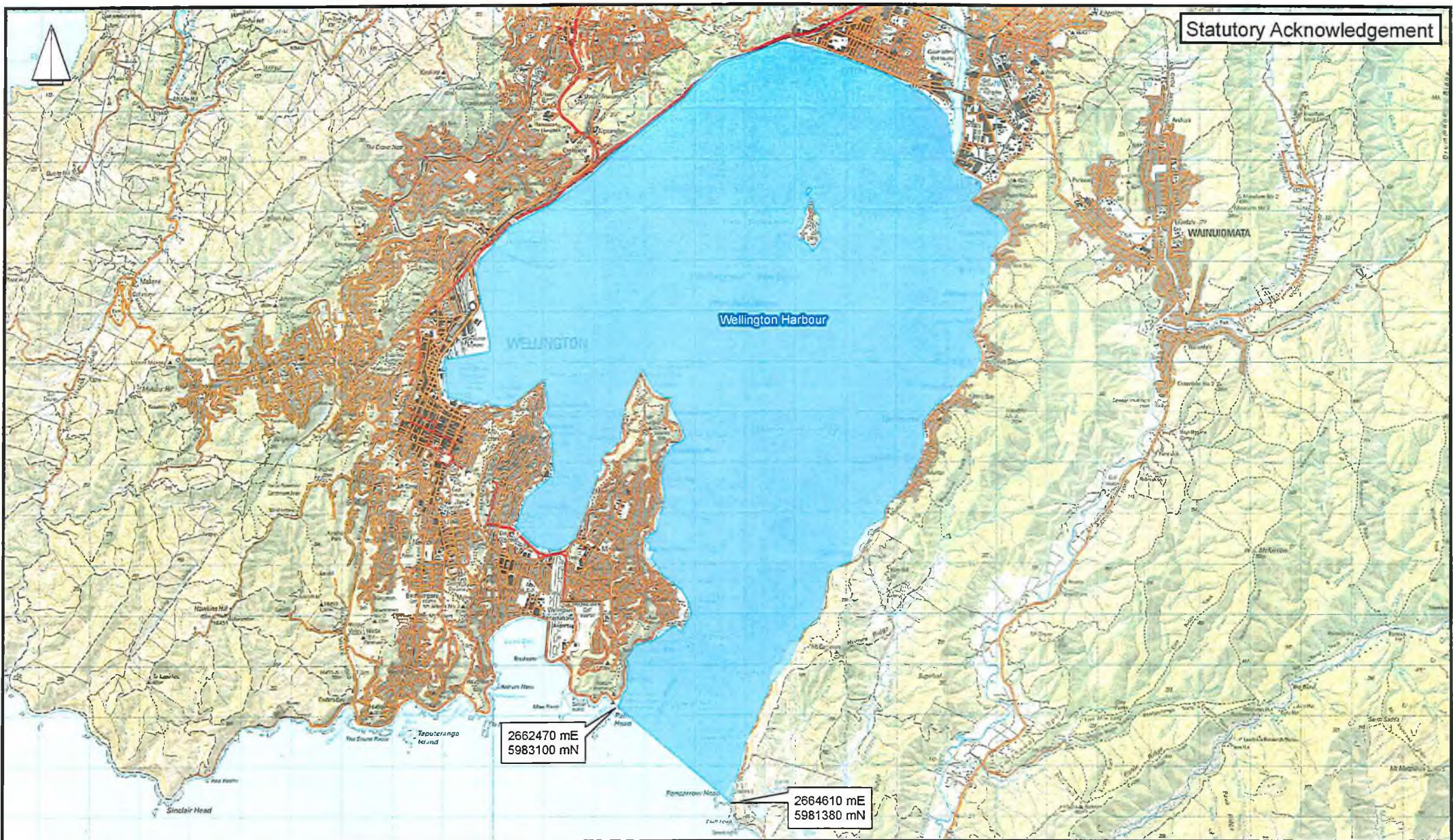


Waiwhetu Stream

Areas referred to in the Deed of Settlement between
 Taranaki Whānui ki Te Upoko o Te Ika and the Crown

Approved as to Boundaries:
[Signature] 19/8/08
 for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika
[Signature] 19/08/2008
 for and on behalf of the Crown

SO 408072



2662470 mE
5983100 mN

2664610 mE
5981380 mN



Wellington Land District
Boundaries are indicative only
Grid lines are at 1000 metres

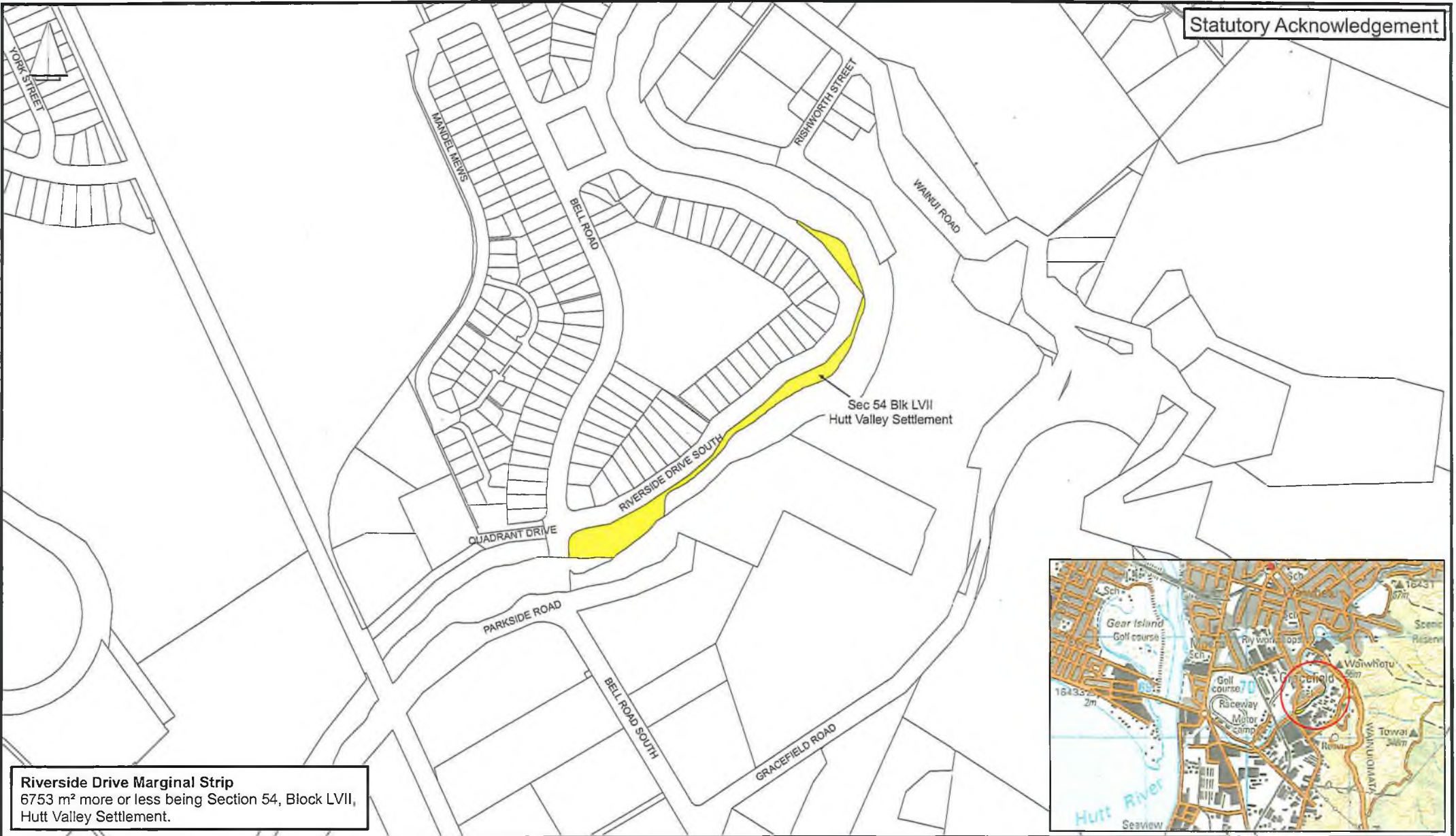


Wellington Harbour

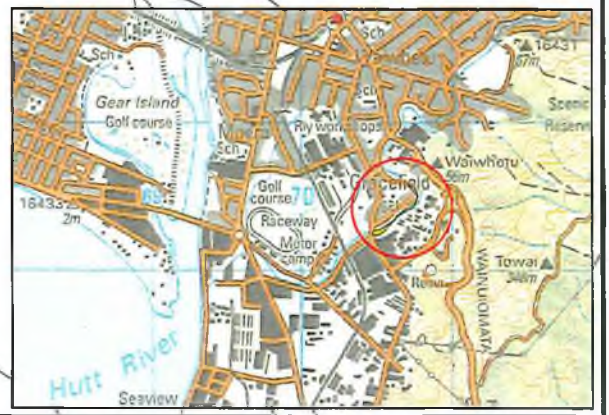
Areas referred to in the Deed of Settlement between
Taranaki Whānui ki Te Upoko o Te Ika and the Crown

Approved as to boundaries:
A. Sharp 19, 8, 08
for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika
Peter Charles 19, 09, 2008
for and on behalf of the Crown

SO 408073



Riverside Drive Marginal Strip
 6753 m² more or less being Section 54, Block LVII,
 Hutt Valley Settlement.



Wellington Land District
 Boundaries are indicative only
 Grid lines are at 1000 metres



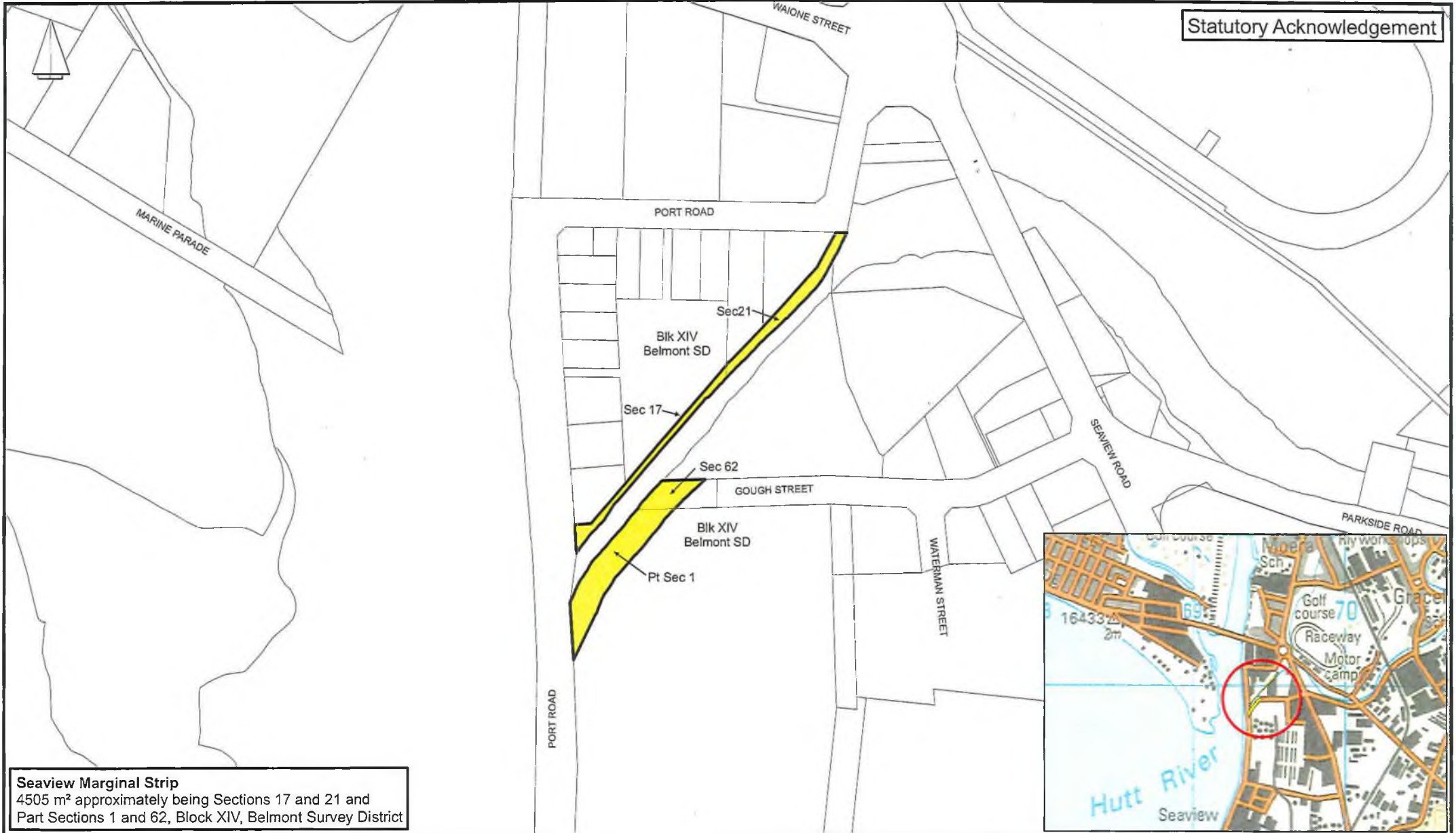
AE03557

Riverside Drive Marginal Strip

Areas referred to in the Deed of Settlement between
 Taranaki Whānui ki Te Upoko o Te Ika and the Crown

Approved as to boundaries:
[Signature] 19.8.08
 for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika
[Signature] 19.09.2008
 for and on behalf of the Crown

SO 408074



Seaview Marginal Strip
 4505 m² approximately being Sections 17 and 21 and Part Sections 1 and 62, Block XIV, Belmont Survey District

Seaview Marginal Strip

Areas referred to in the Deed of Settlement between Taranaki Whānui ki Te Upoko o Te Ika and the Crown

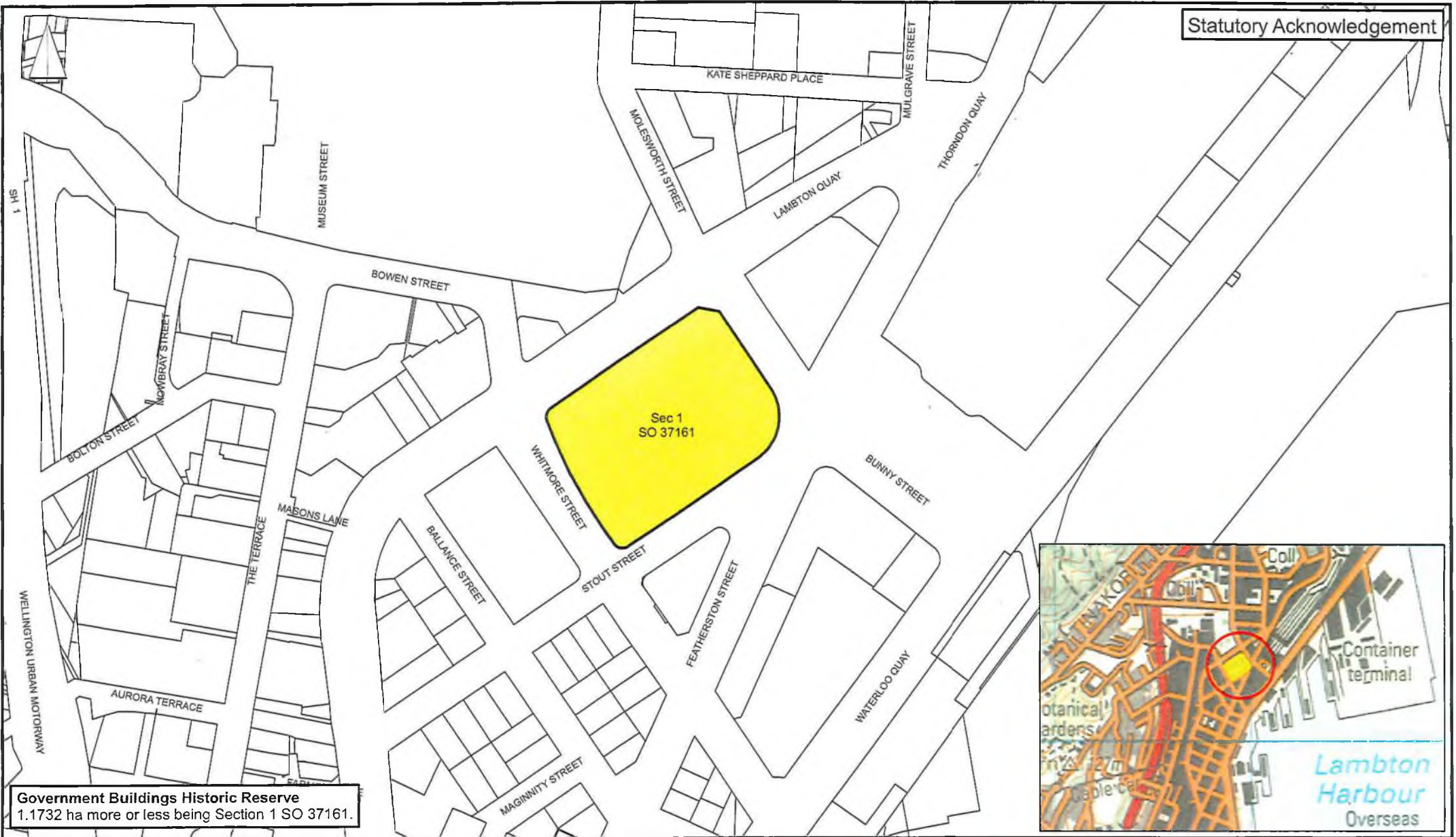
Approved as to boundaries:
[Signature] 19,808
 for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika
[Signature] 19,808
 for and on behalf of the Crown

SO 408075



Wellington Land District
 Boundaries are indicative only
 Grid lines are at 1000 metres





Government Buildings Historic Reserve
1.1732 ha more or less being Section 1 SO 37161.



Wellington Land District
Boundaries are indicative only
Grid lines are at 1000 metres

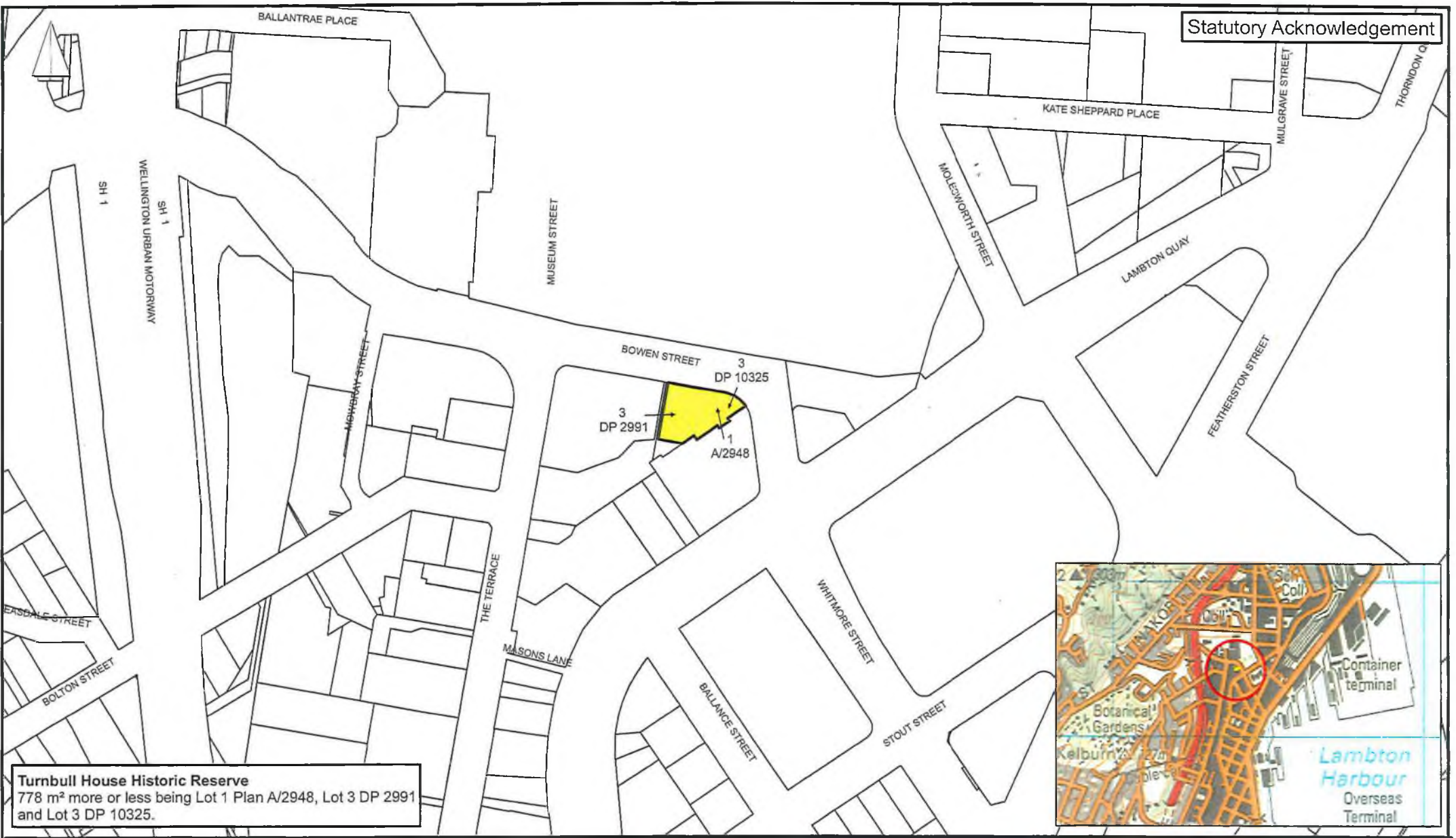


Government Buildings Historic Reserve

Areas referred to in the Deed of Settlement between
Taranaki Whānui ki Te Upoko o Te Ika and the Crown

Approved as to boundaries:
[Signature] 19.8.08
 for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika
[Signature] 19.08.2008
 for and on behalf of the Crown

SO 408076



Turnbull House Historic Reserve
 778 m² more or less being Lot 1 Plan A/2948, Lot 3 DP 2991 and Lot 3 DP 10325.



Wellington Land District
 Boundaries are indicative only
 Grid lines are at 1000 metres



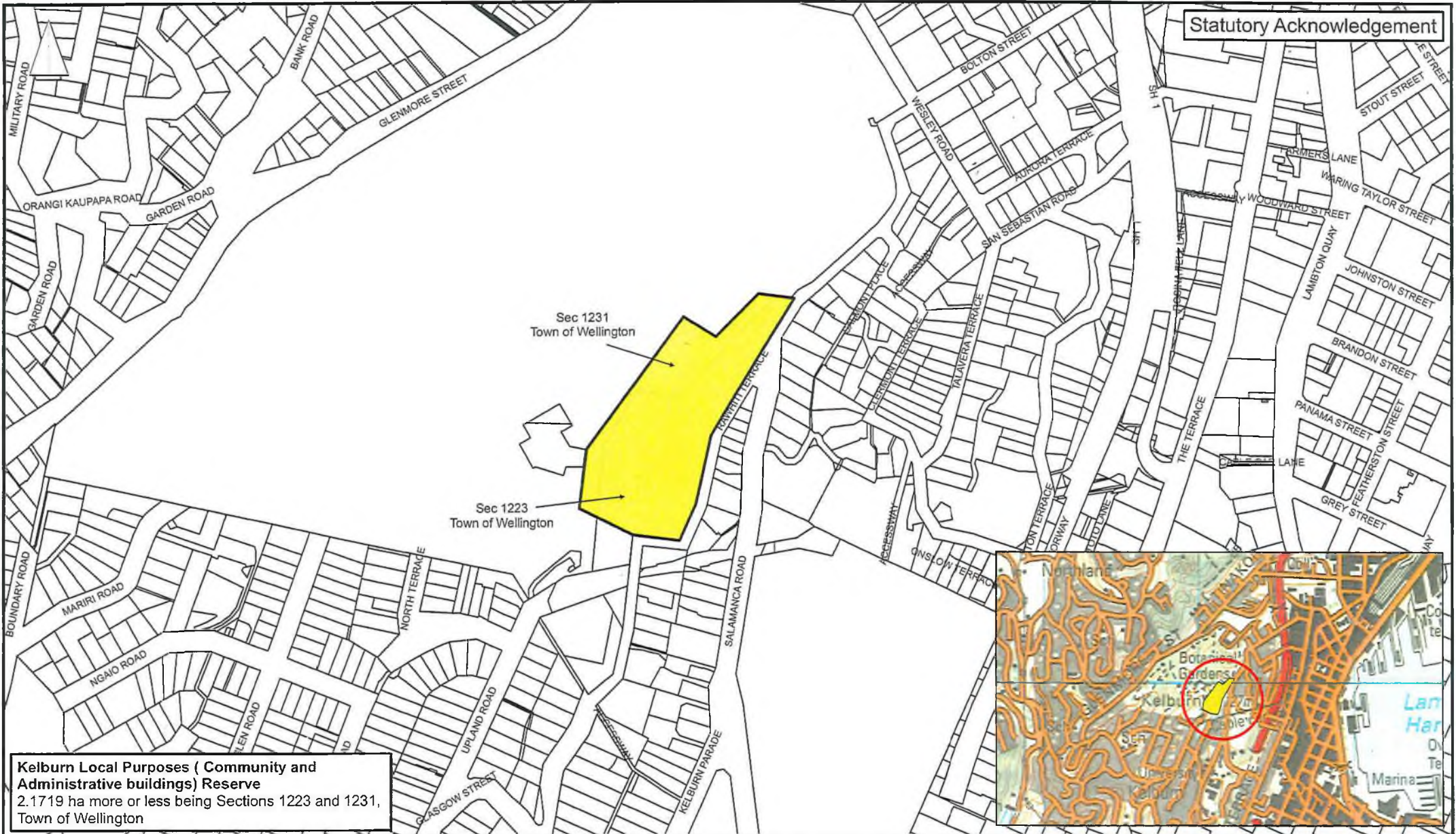
SIRCLAIR KNIGHT HERTZ
SKM

Turnbull House Historic Reserve

**Areas referred to in the Deed of Settlement between
 Taranaki Whānui ki Te Upoko o Te Ika and the Crown**

Approved as to boundaries:
 *[Signature]* 19/08/08
 for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika
 *[Signature]* 19/08/08
 for and on behalf of the Crown

SO 408077



Sec 1231
Town of Wellington

Sec 1223
Town of Wellington

Kelburn Local Purposes (Community and Administrative buildings) Reserve
 2.1719 ha more or less being Sections 1223 and 1231,
 Town of Wellington



Wellington Land District
 Boundaries are indicative only
 Grid lines are at 1000 metres



SINCLAIR KNIGHT MERZ
SKM

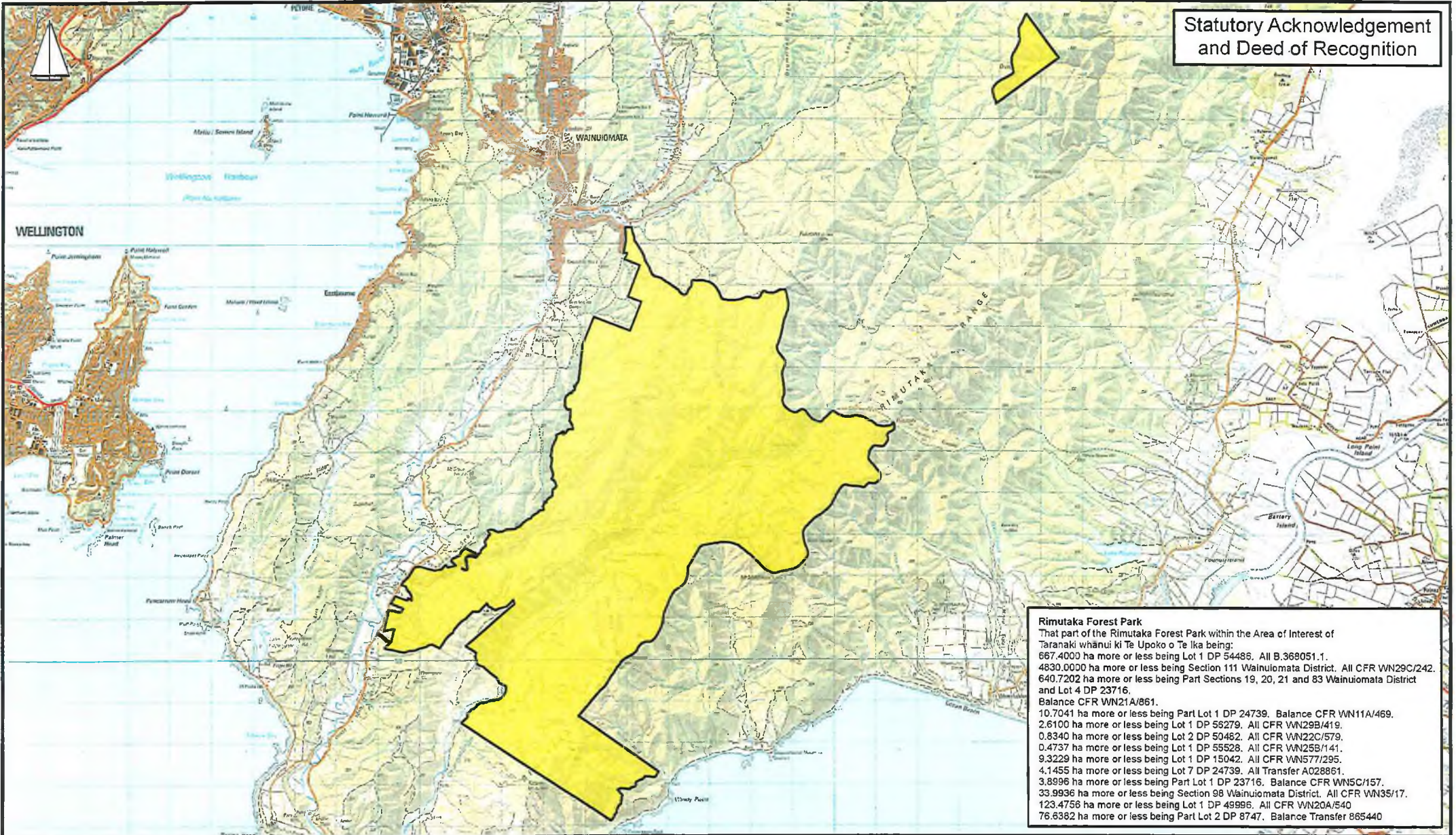
Kelburn Local Purposes (Community and Administrative buildings) Reserve

Areas referred to in the Deed of Settlement between
 Taranaki Whānui ki Te Upoko o Te Ika and the Crown

Approved as to boundaries:
[Signature] 19.8.08
 for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika
[Signature] 19.08.2008
 for and on behalf of the Crown

SO 408078

Statutory Acknowledgement
and Deed of Recognition



Rimutaka Forest Park
That part of the Rimutaka Forest Park within the Area of Interest of Taranaki Whānui ki Te Upoko o Te Ika being:
667.4000 ha more or less being Lot 1 DP 54485. All B.368051.1.
4830.0000 ha more or less being Section 111 Wainuiomata District. All CFR WN29C/242.
640.7202 ha more or less being Part Sections 19, 20, 21 and 83 Wainuiomata District and Lot 4 DP 23716.
Balance CFR WN21A/861.
10.7041 ha more or less being Part Lot 1 DP 24739. Balance CFR WN11A/469.
2.6100 ha more or less being Lot 1 DP 56279. All CFR WN29B/419.
0.8340 ha more or less being Lot 2 DP 50482. All CFR WN22C/579.
0.4737 ha more or less being Lot 1 DP 55528. All CFR WN25B/141.
9.3229 ha more or less being Lot 1 DP 15042. All CFR WN577/295.
4.1455 ha more or less being Lot 7 DP 24739. All Transfer A028861.
3.8996 ha more or less being Part Lot 1 DP 23716. Balance CFR WN5C/157.
33.9936 ha more or less being Section 98 Wainuiomata District. All CFR WN35/17.
123.4758 ha more or less being Lot 1 DP 49995. All CFR WN20A/540.
76.6382 ha more or less being Part Lot 2 DP 8747. Balance Transfer 865440



Wellington Land District
Boundaries are indicative only
Grid lines are at 1000 metres



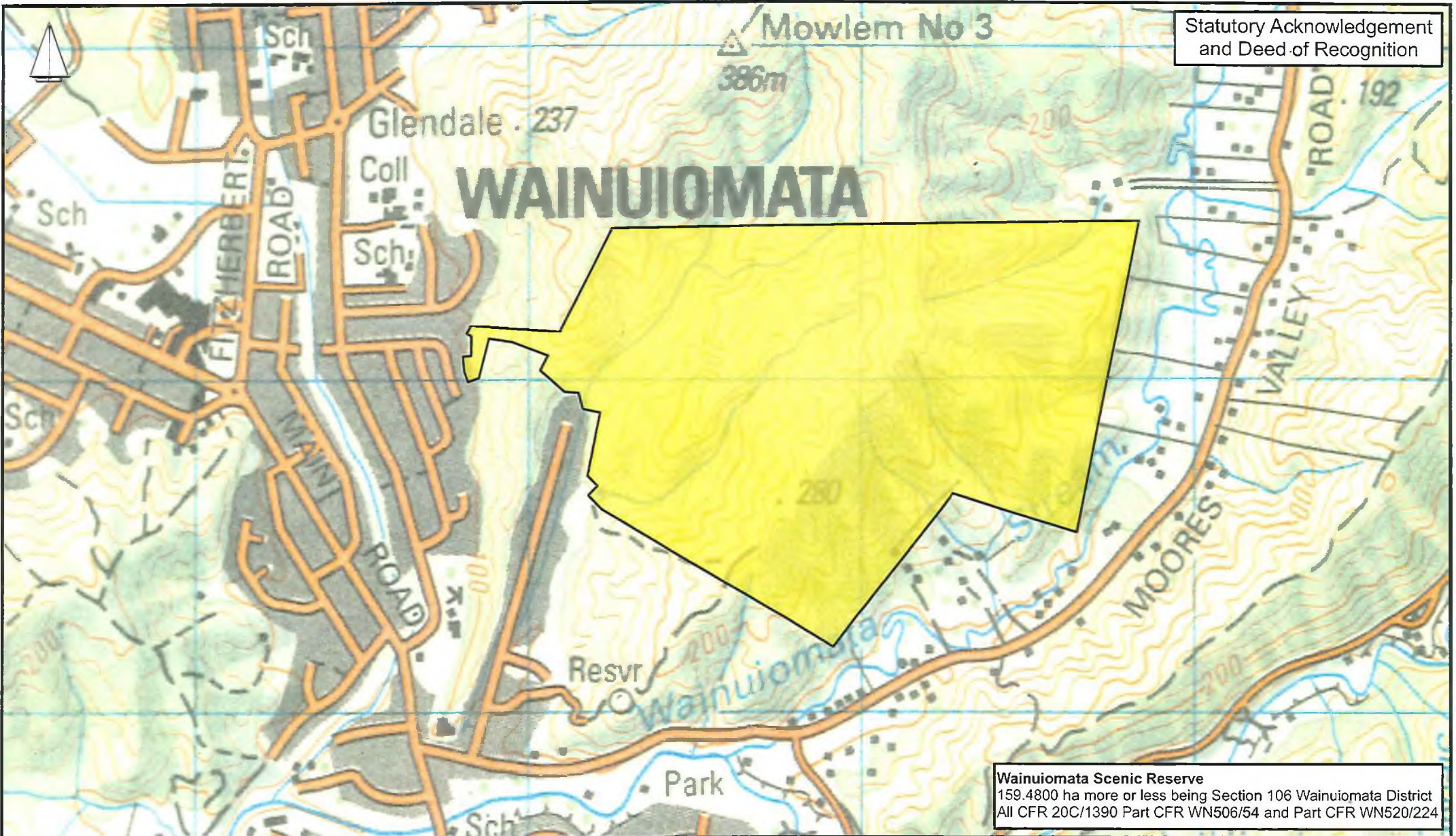
Rimutaka Forest Park

Areas referred to in the Deed of Settlement between
Taranaki Whānui ki Te Upoko o Te Ika and the Crown

Approved as to boundaries:

[Signature] 19, 8, 08
for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika
[Signature] 19, 08, 2008
for and on behalf of the Crown

SO 408079



Wainuiomata Scenic Reserve
 159.4800 ha more or less being Section 106 Wainuiomata District
 All CFR 20C/1390 Part CFR WN506/54 and Part CFR WN520/224



Wellington Land District
 Boundaries are indicative only
 Grid lines are at 1000 metres



AED3557

Wainuiomata Scenic Reserve

Areas referred to in the Deed of Settlement between
 Taranaki Whānui ki Te Upoko o Te Ika and the Crown

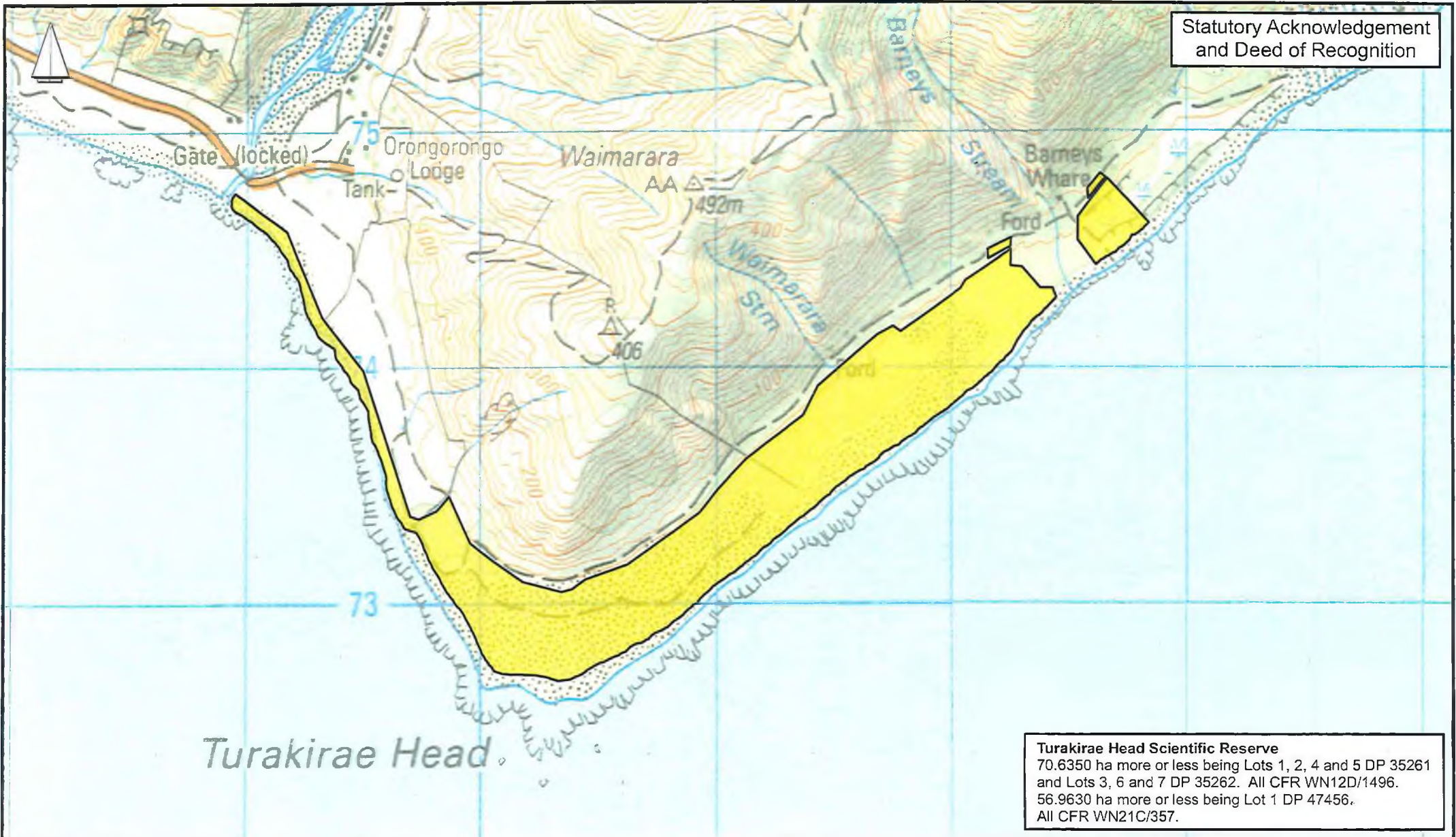
Approved as to boundaries:

[Signature] 19.5.08
 for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika

[Signature] 19.05.2008
 for and on behalf of the Crown

SO 408080

Statutory Acknowledgement
and Deed of Recognition



Turakirae Head

Turakirae Head Scientific Reserve
 70.6350 ha more or less being Lots 1, 2, 4 and 5 DP 35261
 and Lots 3, 6 and 7 DP 35262. All CFR WN12D/1496.
 56.9630 ha more or less being Lot 1 DP 47456.
 All CFR WN21C/357.



Wellington Land District
 Boundaries are indicative only
 Grid lines are at 1000 metres



Turakirae Head Scientific Reserve

Areas referred to in the Deed of Settlement between
 Taranaki Whānui ki Te Upoko o Te Ika and the Crown

Approved as to boundaries:
[Signature] 19.8.08
 for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika
[Signature] 19.08.2008
 for and on behalf of the Crown

SO 408081

9 DRAFT BILL

IN CONFIDENCE

PCO note: This draft is subject to further PCO revision.

Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) Claims Settlement Bill

Government Bill

Explanatory note

General policy statement

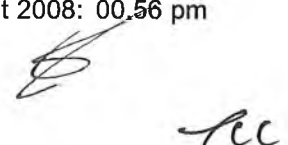
Overview

This Bill gives effect to the deed of settlement in which the Crown and Taranaki Whānui ki Te Upoko o Te Ika agree to a final settlement of the Taranaki Whānui ki Te Upoko o Te Ika historical claims.

Scope of settlement

Taranaki Whānui ki Te Upoko o Te Ika defines its rohe as conforming to the boundaries of the Port Nicholson Block and has 17 183 registered members. Taranaki Whānui ki Te Upoko o Te Ika comprises people from Taranaki iwi (Te Atiawa, Taranaki, Ngāti Tama, Ngāti Ruanui, and other people from Taranaki, including Ngāti Mutunga). In the deed of settlement and in this Bill, Taranaki Whānui ki Te Upoko o Te Ika is defined as the collective group composed of—

- individuals who are descended from 1 or more of the listed recognised ancestors of Taranaki Whānui ki Te Upoko o Te Ika; and
- every individual who is a member of the listed subgroups of Taranaki Whānui ki Te Upoko o Te Ika.



The settlement settles all of the historical claims of Taranaki Whānui ki Te Upoko o Te Ika. Those claims include all claims that are, or are founded on, a right arising—

- from the Treaty of Waitangi (Te Tiriti o Waitangi) or its principles; or
- under legislation; or
- at common law (including aboriginal title and customary law); or
- from fiduciary duty; or
- otherwise.

The claims arise from, or relate to, acts or omissions before 21 September 1992—

- by, or on behalf of, the Crown; or
- by or under legislation.

The Crown is released and discharged from all obligations and liabilities in respect of those claims.

History of claim

The claims of Taranaki Whānui ki Te Upoko o Te Ika were lodged with the Waitangi Tribunal from 1987 onwards. In 2003 those claims were reported on in the Waitangi Tribunal's *Te Whanganui a Tara Me Ōna Takiwā* report on the Wellington District Inquiry.

Negotiations and deed of settlement

In January 2004, the Crown recognised the mandate of the Port Nicholson Block Claims Team to negotiate the settlement of the historical claims of Taranaki Whānui ki Te Upoko o Te Ika. On 15 September 2006 the Crown recognised the reconfirmation of that mandate, which was undertaken by the Port Nicholson Block Claims Team between 24 June 2006 and 24 July 2006.

The Crown and Taranaki Whānui ki Te Upoko o Te Ika entered into terms of negotiation, dated 27 July 2004, which specified the scope, objectives, and general procedures for the negotiations; and an agreement in principle was signed on 13 December 2007 which recorded that Taranaki Whānui ki Te Upoko o Te Ika and the Crown were willing to enter into a deed of settlement on the basis of the Crown's settlement proposal set out in the agreement in principle.

Following the signing of the agreement in principle, negotiations continued between the Crown and Taranaki Whānui ki Te Upoko o Te Ika until a deed of settlement was initialled on 26 June 2008. A ratification process for the deed of settlement and the post-settlement governance entity occurred from the last week of June to the end of July 2008. Of the 7 120 registered adult members of Taranaki Whānui ki Te Upoko o Te Ika who were eligible to vote, 30.7% validly voted on the deed of settlement. Of these, 98.6% voted in favour of accepting the deed of settlement.

On 19 August 2008 the Port Nicholson Block Claims Team and the Crown entered into a deed of settlement. The deed of settlement was conditional on the establishment of a governance entity and the passage of a Bill implementing the matters set out in the deed.

Governance entity

A ratification process for the governance arrangements was carried out concurrently with that for the deed of settlement. Of the 7 120 adult members of Taranaki Whānui ki Te Upoko o Te Ika who were eligible to vote, 30.7% of voters validly voted on the post-settlement governance entity. Of these, 96.2% voted in favour of the proposed post-settlement arrangements. On 11 August 2008 the Port Nicholson Block Settlement Trust was established by trust deed. The trust is a private trust with 11 trustees, which will receive and administer the settlement redress.

The Crown is satisfied that the Port Nicholson Block Settlement Trust provides the appropriate governance arrangements for the transfer of redress under the deed of settlement. The governance arrangement provides for the representation of Taranaki Whānui ki Te Upoko o Te Ika, transparent decision-making and dispute resolution processes, and full accountability to members of Taranaki Whānui ki Te Upoko o Te Ika.

Key elements of redress

The deed of settlement sets out in full the redress provided to Taranaki Whānui ki Te Upoko o Te Ika in settlement of all of its historical claims. The following summary sets out the key elements of the settlement package contained in the deed of settlement. The summary distinguishes between those elements of the settlement package

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included in the Bill and those elements set out in the deed of settlement. Elements set out only in the deed of settlement do not require legislative authority for their implementation. The Bill includes the elements of the settlement package for which legislative authority is required.

Elements of settlement package in Bill

The Bill—

- empowers the Minister of Conservation, the Minister of Fisheries, and the Minister for Arts, Culture and Heritage to issue protocols that set out how the relevant department, ministry, or chief executive will interact with the trustees of the Port Nicholson Block Settlement Trust on specified matters. The form of each protocol is set out in Part 1 of the documents schedule of the deed of settlement:
- provides for the vesting in the trustees of the following cultural redress properties—
 - 1 Thorndon Quay:
 - 81–87 Thorndon Quay:
 - the Waiwhetu Road site:
 - the former Wainuiomata College site:
 - the former Wainuiomata Intermediate School site:
 - the former Waiwhetu School site:
 - the Pipitea Marae site:
 - a dendroglyph site (comprising 2 dendroglyph areas near the Parangarahu lakes):
 - an urupā site at Makara:
 - the bed of Lake Kohangatera and the Lake Kohangatera esplanade land:
 - the bed of Lake Kohangapiripiri and the Lake Kohangapiripiri esplanade land (the 2 lakes together comprising the Parangarahu Lakes):
 - Wi Tako Scenic Reserve:
 - Point Dorset Recreation Reserve:
 - the Korokoro Gateway site (a site adjacent to the harbour at Petone):

- Makaro Scientific Reserve:
- Mokopuna Scientific Reserve:
- Matiu Scientific Reserve:
- Matiu Historic Reserve.
- sets out the Crown's acknowledgement of the statements by Taranaki Whānui ki Te Upoko o Te Ika of its cultural, spiritual, historical, and traditional association with the following statutory areas—
 - Kaiwharawhara Stream:
 - a coastal marine area:
 - Hutt River:
 - Waiwhetu Stream:
 - Wellington Harbour:
 - Riverside Drive marginal strip:
 - Seaview marginal strip:
 - Government Buildings Historic Reserve:
 - Turnbull House Historic Reserve:
 - Rimutaka Forest Park:
 - Wainuiomata Scenic Reserve:
 - Turakirae Head Scientific Reserve:
 - Kelburn Local Purposes (Community and Administrative Buildings) Reserve:
- The statutory acknowledgement registers the special association Taranaki Whānui ki Te Upoko o Te Ika has with the statutory areas. Taranaki Whānui ki Te Upoko o Te Ika's statements of association are recorded in Part 2 of the documents schedule of the deed of settlement. The acknowledgement by the Crown of the statements of association is in the Bill. Consent authorities, the Environment Court, and the New Zealand Historic Places Trust will be required to have regard to the statutory acknowledgement. The acknowledgement requires that consent authorities provide Taranaki Whānui ki Te Upoko o Te Ika with summaries of all resource consent applications that may affect the statutory areas:
 - provides for a deed of recognition over the—
 - Rimutaka Forest Park:

- Wainuiomata Scenic Reserve:
- Turakirae Head Scientific Reserve:

This obliges the Crown to consult with Taranaki Whānui ki Te Upoko o Te Ika through the Port Nicholson Block Settlement Trust and have regard to its views regarding the special association Taranaki Whānui ki Te Upoko o Te Ika has with those areas. This also specifies the nature of the input of Taranaki Whānui ki Te Upoko o Te Ika into management of the area by the Department of Conservation:

- provides for the official amendment of the following 8 place names:

Name at present	New name
Ngauranga Stream	Waitohi Stream
Mount Misery	Mount Wai-ariki
Sinclair Head	Sinclair Head/Te Rimurapa
Red Rocks	Pariwhero/Red Rocks
Tinakori Hill	Te Ahumairangi Hill
Lowry Bay	Whiorau/Lowry Bay
Baring Head	Baring Head/Ōrua-pouanui
Steeple Rock	Steeple Rock/Te Aroaro-o-Kupe

- also provides the trustees with a right of first refusal in relation to certain properties.

Elements of settlement package only in deed of settlement

The deed of settlement also includes the following redress for which legislative authority is not required:

- the payment of \$23.138 million (being the financial and commercial redress amount of \$25.025 million less 2 previous on account amounts totalling \$1.887 million):
- the option for the trustees to purchase the following properties at market value and on the terms specified in Part 4 of the provisions schedule of the deed of settlement:
 - 4 Shelly Bay properties, once their market value at the date of the deed of settlement has been determined:

- any or all of 14 other properties, if notice of interest is given during the period of 2 years from the settlement date:
- the land (but not improvements) of any of 15 other properties, up to a total value of \$110 million (as the value is specified in Part 4 of the provisions schedule of the deed of settlement), if notice of interest is given during the period of 10 years from the settlement date, and subject to leaseback arrangements:
- letters from the Minister in Charge of Treaty of Waitangi Negotiations to Centreport Limited, and Wellington International Airport Limited, introducing the trustees and requesting that the recipient agree to enter into a formal relationship with them:
- acknowledgement and support by the Crown of the desire of the trustees to provide for the enhanced wellbeing, revitalisation, and protection of its members by—
 - facilitating access by Taranaki Whānui ki Te Upoko o Te Ika to government programmes and services that relate to social, economic, and cultural development. The Crown will assist the trustees in working through the necessary administrative procedures so that Taranaki Whānui ki Te Upoko o Te Ika shall have ready access to such programmes and services:
 - an appropriate Minister of the Crown chairing an annual hui between relevant Ministers of the Crown and the trustees. The purpose of the hui will be to review progress of the implementation of the social, economic, and cultural aspirations of Taranaki Whānui ki Te Upoko o Te Ika to identify, and progress, meaningful opportunities for Taranaki Whānui ki Te Upoko o Te Ika to play a more direct role in the provision of social, economic, and cultural outcomes for its members:
 - relevant government agencies working with the trustees to identify and explore areas of mutual interest. Those agencies will report progress to the annual hui referred to above.



Removal of courts' jurisdiction and certain memorials

Taranaki Whānui ki Te Upoko o Te Ika and the Crown have agreed to the removal of the jurisdiction of the courts and the Waitangi Tribunal in respect of the historical claims of Taranaki Whānui ki Te Upoko o Te Ika (not including the contemporary aspects of Wai 262), the deed of settlement, the settlement redress, and this Bill (but not in respect of the interpretation or implementation of the deed of settlement or the Bill). Taranaki Whānui ki Te Upoko o Te Ika has also agreed that neither Taranaki Whānui ki Te Upoko o Te Ika nor a representative entity will object to the removal by legislation of memorials entered under any of the land claims statutory protection legislation.

Clause by clause analysis

Clause 1 states the Bill's title.

Clause 2 specifies the Bill's commencement date.

Part 1**Purpose of Act, interpretation, settlement
of historical claims, and miscellaneous
matters**

Part 1 provides for preliminary matters and the settlement of the historical claims.

Subpart 1—Purpose of Act

Clause 1.1 states the purpose of the Bill.

Clause 1.2 provides that the Bill binds the Crown.

Clause 1.3 provides an outline of the Bill.

Subpart 2—Interpretation

Clause 1.4 provides that the Bill is to be interpreted in a manner that best furthers the agreements in the deed of settlement.

Clause 1.5 defines certain terms used in the Bill.

Clause 1.6 defines Taranaki Whānui ki Te Upoko o Te Ika.

Clause 1.7 defines historical claims.

Subpart 3—Settlement of historical claims

Historical claims settled and jurisdiction of courts, etc, removed

Clause 1.8 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, the Bill, and the settlement redress (but not in respect of the interpretation or implementation of the deed of settlement or the Bill).

Amendment to Treaty of Waitangi Act 1975

Clause 1.9 amends the Treaty of Waitangi Act 1975 to remove the jurisdiction of the Waitangi Tribunal as provided in *clause 1.8*.

Protections no longer apply

Clause 1.11 provides that certain enactments do not apply to specified land.

Clause 1.12 provides for the removal of existing memorials from the certificates of title or computer registers relating to the specified land.

Subpart 4—Miscellaneous matters

Perpetuities

Clause 1.13 provides for an exception to the rule against perpetuities and any relevant provisions of the Perpetuities Act 1964 for the Port Nicholson Block Settlement Trust and in respect of documents entered into by the Crown to give effect to the deed of settlement.

Timing of actions or matters

Clause 1.14 provides that actions or matters occurring under the Bill occur or take effect on the settlement date or as otherwise specified.

Access to deed of settlement

Clause 1.15 provides that the chief executive of the Ministry of Justice must 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 business 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.

Part 2 Cultural redress

Part 2 provides for cultural redress.

Subpart 1—Protocols

Subpart 1 (clauses 2.1 to 2.6) provides for the issue of protocols by the Minister of Conservation, the Minister of Fisheries, and the Minister for Arts, Culture and Heritage. It provides that the protocols are subject to the Crown's obligations and limits the rights arising under them.

Subpart 2—Statutory acknowledgement and deed of recognition

Subpart 2 (clauses 2.7 to 2.21) contains the Crown's acknowledgement of the statements made by Taranaki Whānui ki Te Upoko o Te Ika of their association with 13 statutory areas. The purposes and limits of the statutory acknowledgement are defined. This subpart also provides that the Minister of Conservation may enter into and amend a deed of recognition.

Subpart 3—The Crown not prevented from providing other similar redress

Subpart 3 (clause 2.22) provides that the Crown's provision of the protocols, statutory acknowledgement, and deed of recognition does not prevent the Crown from doing anything that is consistent with that redress, including—

- providing, or agreeing to introduce legislation providing, the same or similar redress to a person other than Taranaki Whānui ki Te Upoko o Te Ika or the trustees:
- disposing of land.

Subpart 4—Vesting of cultural redress properties

Subpart 4 (clauses 2.23 to 2.54) provides for the vesting of 18 cultural redress properties in the trustees and provides for the management regimes of some of the properties. Of the 18 properties, 7 vest in fee simple, 2 vest in fee simple to be administered as Maori reservations, 2 vest in fee simple subject to a conservation covenant, 3 vest in fee simple to be administered as scenic, recreation, or local purpose reserves, and 4 (the Harbour Islands reserves) vest in fee simple to be administered as scientific or historic reserves.

Clauses 2.33 to 2.41 relate to the 2 sites that vest subject to a conservation covenant, each of which is a lakebed and esplanade land. They provide for rights and obligations in relation to the sites.

Clauses 2.49 to 2.54 relate to the 4 Harbour Islands reserves. They provide for a Harbour Islands Kaitiaki Board to be the administering body of the reserves. However, the Minister of Conservation and the Director-General of Conservation retain functions, obligations, and powers in relation to the reserves. The application of the Reserves Act 1977 to the reserves is modified.

Subpart 5—General provisions relating to vesting of cultural redress properties

Subpart 5 (clauses 2.55 to 2.63A) contains technical provisions to facilitate the vesting of the cultural redress properties.

Subpart 6—Place names

Subpart 6 (clauses 2.64 to 2.68) provides for the alteration of existing place names and sets out the requirements for publishing a new place names notice and altering any new place name.

Part 3 Commercial redress

Part 3 provides for commercial redress.

Subpart 1—Transfer of deferred selection properties

Subpart 1 (clauses 3.1 to 3.3) contains provisions relating to the transfer of deferred selection properties and provides for, among other matters, the creation of a computer freehold register in relation to the properties.

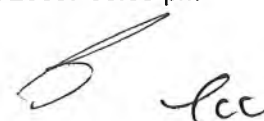
Subpart 2—Trustees' right of first refusal in relation to RFR land

Subpart 2 (clauses 3.4 to 3.33) provides the trustees with a right of first refusal in relation to RFR land. The owner of RFR land must not dispose of the land to a person other than the 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 100 years from the settlement date.

Schedules

There are 4 schedules that—

- describe the 13 statutory areas to which the statutory acknowledgement relates (*Schedule 1*);
- describe the 18 cultural redress properties (*Schedule 2*);
- set out provisions under which the Harbour Islands Kaitiaki Board must be appointed, and to which the Board is subject (*Schedule 3*);
- set out provisions that apply to notices given in relation to RFR land (*Schedule 4*).



Hon Dr Michael Cullen

**Port Nicholson Block (Taranaki
Whānui ki Te Upoko o Te Ika)
Claims Settlement Bill**

Government Bill

Contents

		Page
1	Title	7
2	Commencement	7

Part 1

**Purpose of Act, interpretation, settlement of historical
claims, and miscellaneous matters**

Subpart 1—Purpose of Act

1.1	Purpose	7
1.2	Act binds the Crown	7
1.3	Outline	7

Subpart 2—Interpretation

1.4	Interpretation of Act generally	9
1.5	Interpretation	9
1.6	Meaning of Taranaki Whānui ki Te Upoko o Te Ika	15
1.7	Meaning of historical claims	16

Subpart 3—Settlement of historical claims

*Historical claims settled and jurisdiction of courts, etc,
removed*

1.8	Settlement of historical claims final	18
-----	---------------------------------------	----



**Port Nicholson Block (Taranaki Whānui ki
Te Upoko o Te Ika) Claims Settlement Bill**

	<i>Consequential amendment to Treaty of Waitangi Act 1975</i>	
1.9	Amendment to Treaty of Waitangi Act 1975	19
1.10	[Deleted]	19
	<i>Protections no longer apply</i>	
1.11	Certain enactments do not apply	19
1.12	Removal of memorials	20
	Subpart 4—Miscellaneous matters	
	<i>Perpetuities</i>	
1.13	Rule against perpetuities does not apply	21
	<i>Timing of actions or matters</i>	
1.14	Timing of actions or matters	21
	<i>Access to deed of settlement</i>	
1.15	Access to deed of settlement	21
	Part 2	
	Cultural redress	
	Subpart 1—Protocols	
	<i>General provisions</i>	
2.1	Authority to issue, amend, or cancel protocols	22
2.2	Protocols subject to rights, functions, and obligations	22
2.3	Enforceability of protocols	23
2.4	Limitation of rights	23
	<i>Noting of DOC and fisheries protocols</i>	
2.5	Noting of DOC protocol	24
2.6	Noting of fisheries protocol	24
	Subpart 2—Statutory acknowledgement and deed of recognition	
	<i>Statutory acknowledgement</i>	
2.7	Statutory acknowledgement by the Crown	24
2.8	Purposes of statutory acknowledgement	24
2.9	Relevant consent authorities to have regard to statutory acknowledgement	25
2.10	Environment Court to have regard to statutory acknowledgement	25
2.11	Historic Places Trust and Environment Court to have regard to statutory acknowledgement	26

**Port Nicholson Block (Taranaki Whānui ki
Te Upoko o Te Ika) Claims Settlement Bill**

2.12	Recording statutory acknowledgement on statutory plans	26
2.13	Distribution of resource consent applications to trustees	26
2.14	Use of statutory acknowledgement	27
2.15	Application of statutory acknowledgement to river, stream, or harbour	28
	<i>Deed of recognition</i>	
2.16	Authorisation to enter into and amend deed of recognition	28
	<i>General provisions</i>	
2.17	Exercise of powers and performance of duties and functions	29
2.18	Rights not affected	29
2.19	Limitation of rights	29
	<i>Consequential amendment to Resource Management Act 1991</i>	
2.20	Amendment to Resource Management Act 1991	30
2.21	[Deleted]	30
	Subpart 3—The Crown not prevented from providing other similar redress	
2.22	The Crown not prevented from providing other similar redress	30
	Subpart 4—Vesting of cultural redress properties	
2.23	Interpretation	31
	<i>Sites vest in fee simple</i>	
2.24	1 Thorndon Quay	32
2.25	81–87 Thorndon Quay	32
2.26	Waiwhetu Road site	33
2.27	Former Wainuiomata College site	33
2.28	Former Wainuiomata Intermediate School site	33
2.29	Former Waiwhetu School site	33
2.30	Pipitea Marae site	33
	<i>Sites vest in fee simple to be administered as Maori reservations</i>	
2.31	Dendroglyph site	34
2.32	Urupā site	34



**Port Nicholson Block (Taranaki Whānui ki
Te Upoko o Te Ika) Claims Settlement Bill**

<i>Sites vest in fee simple subject to conservation covenant</i>		
2.33	Bed of Lake Kohangatera and Lake Kohangatera esplanade land	35
2.34	Bed of Lake Kohangapiripiri and Lake Kohangapiripiri esplanade land	36
2.35	Lake Kohangatera and Lake Kohangapiripiri Scientific Reserve	37
2.36	Lawful access or use, and recreational activities, in relation to lakes	37
2.37	Existing structures in or on lakebeds and esplanade land	38
2.38	Determination of matters relating to existing structures	38
2.39	Liability for existing structures	39
2.40	New structures require consent of trustees	39
2.41	Authorisations not affected	39
<i>Sites vest in fee simple to be administered as scenic, recreation, or local purpose reserves</i>		
2.42	Wi Tako Scenic Reserve	40
2.43	Point Dorset Recreation Reserve	40
2.44	Korokoro Gateway site	41
<i>Harbour Islands reserves vest in fee simple to be administered as scientific or historic reserves</i>		
2.45	Makaro Scientific Reserve	41
2.46	Mokopuna Scientific Reserve	42
2.47	Matiu Scientific Reserve	42
2.48	Matiu Historic Reserve	43
<i>Application of Reserves Act 1977 to Harbour Islands reserves</i>		
2.49	Harbour Islands Kaitiaki Board to be administering body	44
2.50	Functions, obligations, and powers of Minister	44
2.50A	Functions, obligations, and powers of Director-General	44
2.51	Modified application of certain provisions of Reserves Act 1977 in relation to Harbour Islands reserves	45
2.52	Certain provisions of Reserves Act 1977 do not apply in relation to Harbour Islands reserves	46
2.53	Advice on conservation and other matters	47
2.54	Appointment of Harbour Islands Kaitiaki Board and other provisions that apply	47

**Port Nicholson Block (Taranaki Whānui ki
Te Upoko o Te Ika) Claims Settlement Bill**

Subpart 5—General provisions relating to vesting of cultural redress properties		
2.55	Properties vest subject to, or together with, encumbrances	47
2.56	Registration of ownership	47
2.57	Application of Part 4A of Conservation Act 1987	49
2.58	Recording application of Part 4A of Conservation Act 1987 and sections of this Act	49
2.59	Application of other enactments	50
2.60	Application of certain payments	51
<i>Provisions relating to reserve sites</i>		
2.61	Subsequent transfer of reserve land	51
2.61A	Revocation of reservation of reserve site	52
2.62	Trustees must not mortgage reserves	53
2.63	Saving of bylaws, etc, in relation to reserve sites	53
2.63A	Consequential repeal of enactments	53
Subpart 6—Place names		
2.64	Interpretation	53
2.65	New place names	53
2.66	Publication of notice of new place names	54
2.67	Alteration of new place names	54
2.68	When new place name takes effect	54
Part 3		
Commercial redress		
Subpart 1—Transfer of deferred selection properties		
3.1	The Crown may transfer properties	55
3.2	Registrar-General to create computer freehold register	55
3.3	Application of other enactments	56
Subpart 2—Trustees' right of first refusal in relation to RFR land		
<i>Interpretation</i>		
3.4	Interpretation	57
3.5	Meaning of RFR land	58
<i>Restrictions on disposal of RFR land</i>		
3.6	Restrictions on disposal of RFR land	59
<i>Trustees' right of first refusal</i>		
3.7	Requirements for offer	59
3.8	Expiry date of offer	59



**Port Nicholson Block (Taranaki Whānui ki
Te Upoko o Te Ika) Claims Settlement Bill**

3.9	Withdrawal of offer	60
3.10	Acceptance of offer	60
3.11	Formation of contract	60
<i>Disposals to others</i>		
3.12	Disposals to the Crown or Crown bodies	60
3.13	Disposals in accordance with enactment or rule of law	60
3.14	Disposals in accordance with legal or equitable obligation	60
3.15	Disposals by the Crown under certain legislation	61
3.16	Disposals of land held for public works	61
3.17	Disposals of existing public works	61
3.18	Disposals for reserve or conservation purposes	62
3.19	Disposals for charitable purposes	62
3.20	Disposals to tenants	62
3.21	Disposals by Housing New Zealand Corporation	62
3.22	Disposals by Capital and Coast District Health Board	62
3.23	RFR landowner's obligations under this subpart	63
<i>Notices</i>		
3.24	Notice to trustees of disposals of RFR land to others	63
3.25	Notice of land ceasing to be RFR land	64
3.26	Notice requirements	64
<i>Memorials for RFR land</i>		
3.27	Recording memorials on computer registers for RFR land	64
3.28	[Deleted]	65
3.29	Removal of memorials when land to be transferred or vested	65
3.29A	Removal of memorials when RFR period ends	66
<i>General provisions</i>		
3.30	Time limits must be strictly complied with	66
3.31	Waiver and variation	67
3.32	[Deleted]	67
3.33	Disposal of Crown bodies not affected	67
Schedule 1		68
Statutory areas		
Schedule 2		69
Cultural redress properties		
Schedule 3		75
Provisions applying to Harbour Islands Kaitiaki Board		



Schedule 4
Notices in relation to RFR land

77

The Parliament of New Zealand enacts as follows:

- 1 Title**
This Act is the Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) Claims Settlement Act **2008**.
- 2 Commencement**
This Act comes into force on the day after the date on which it receives the Royal assent.

Part 1
Purpose of Act, interpretation, settlement
of historical claims, and miscellaneous
matters

Subpart 1—Purpose of Act

- 1.1 Purpose**
The purpose of this Act is to give effect to certain provisions of the deed of settlement, which is a deed that settles the historical claims of Taranaki Whānui ki Te Upoko o Te Ika.
- 1.2 Act binds the Crown**
This Act binds the Crown.
- 1.3 Outline**
 - (1) This section is a guide to the overall scheme and effect of this Act, but does not affect the interpretation or application of the other provisions of this Act or the deed of settlement.
 - (2) This Part—
 - (a) sets out the purpose of this Act and specifies that it binds the Crown; and



- (b) defines terms used in this Act, including key terms such as Taranaki Whānui ki Te Upoko o Te Ika and historical claims; and
 - (c) provides that the settlement of the historical claims is final; and
 - (d) 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) consequential amendments 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, the timing of actions or matters provided for in this Act, and access to the deed of settlement.
- (3) **Part 2** provides for cultural redress, including—
- (a) protocols to be issued to the trustees by the Minister of Conservation, the Minister of Fisheries, and the Minister for Arts, Culture and Heritage; and
 - (b) an acknowledgement by the Crown of the statements made by Taranaki Whānui ki Te Upoko o Te Ika of their cultural, spiritual, historical, and traditional association with 13 statutory areas, and the effect of that acknowledgement; and
 - (c) a deed of recognition between the Crown and the trustees; and
 - (d) the vesting in the trustees of the fee simple estate in 18 cultural redress properties and subsequent management arrangements in relation to the 2 sites that are lakebed and esplanade land and the 7 reserve sites (including the 4 Harbour Islands reserves); and
 - (e) the alteration of place names.
- (4) **Part 3** provides for commercial redress, including—
- (a) the transfer of deferred selection properties to the trustees to give effect to the deed of settlement; and
 - (b) the creation of computer registers, and the effect of registration, in relation to the deferred selection properties; and

- (c) the application of other enactments in relation to the transfer of deferred selection properties; and
 - (d) a right of first refusal in relation to RFR land that may be exercised by the trustees.
- (5) There are 4 schedules that—
- (a) describe the 13 statutory areas to which the statutory acknowledgement relates;
 - (b) describe the 18 cultural redress properties;
 - (c) set out provisions relating to the Harbour Islands Kaitiaki Board;
 - (d) set out provisions that apply to notices given in relation to RFR land.

Subpart 2—Interpretation

1.4 Interpretation of Act generally

It is the intention of Parliament that the provisions of this Act are interpreted in a manner that best furthers the agreements expressed in the deed of settlement.

1.5 Interpretation

In this Act, unless the context requires another meaning,—

actual deferred settlement date, in relation to a deferred selection property, means the date on which settlement of the property takes place under clause 4.66 of the provisions schedule of the deed of settlement

aquatic life has the meaning given to it in section 2(1) of the Conservation Act 1987

authorised person,—

- (a) in respect of a cultural redress property, has the meaning given to it in **section 2.56(7)**; and
- (b) in respect of a deferred selection property, has the meaning given to it in **section 3.2(5)**

business day means the period from 9 am to 5 pm on any 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 commencing with 25 December in any year and ending with the close of 15 January in the following year; and
- (c) the day observed as the anniversary of the province of Wellington

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

consent authority has the meaning given to it in section 2(1) of the Resource Management Act 1991

conservation document means a conservation management plan, conservation management strategy, freshwater fisheries management plan, or national park management plan

conservation management plan has the meaning given to it in section 2(1) of the Conservation Act 1987

conservation management strategy has the meaning given to it in section 2(1) of the Conservation Act 1987

control, for the purposes of **paragraph (d)** of the definition of Crown body, means,—

- (a) in relation to a company, control of the composition of its board of directors; and
- (b) in relation to another body, control of the composition of the group that would be its board of directors if the body were a company

Crown—

- (a) has the meaning given to it in section 2(1) of the Public Finance Act 1989; and
- (b) for the purposes of **subpart 1 of Part 3**, includes the New Zealand Railways Corporation

Crown body means—

- (a) a Crown entity (as defined in 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 any 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 of, or related company to, a company or body referred to in **paragraph (d)**

cultural redress property has the meaning given to it in **section 2.23(1)**

deed of recognition means a deed of recognition entered into by the Minister of Conservation and the trustees under **section 2.16(a)**, including any amendments made under **section 2.16(b)**

deed of settlement and deed—

- (a) mean the deed of settlement dated 19 August 2008 and signed by—
 - (i) the Minister in Charge of Treaty of Waitangi Negotiations, the Honourable Dr Michael Cullen, and the Minister of Māori Affairs, the Honourable Parekura Horomia, for the Crown; and
 - (ii) Professor Ralph Heberley Ngatata Love, Kevin Hikaia Amohia, Neville McClutchie Baker, Spencer Waemura Carr, June Te Raumange Jackson, Dr Catherine Maarie Amohia Love, Hinekehu Ngaki Dawn McConnell, Rebecca Elizabeth Mellish, Dr Ihakara Porutu Puketapu, Sir Paul Alfred Reeves, and Mark Te One for Taranaki Whānui ki Te Upoko o Te Ika and for the Port Nicholson Block Settlement Trust; and
- (b) include—
 - (i) the schedules of and any attachments to the deed; and
 - (ii) any amendments to the deed or its schedules and attachments

deferred selection property means a property described in subpart H of Part 4 of the provisions schedule of the deed of settlement

Director-General means the Director-General of Conservation

DOC protocol means a protocol issued by the Minister of Conservation under **section 2.1(1)(a)**, including any amendments made under **section 2.1(1)(b)**

DOC protocol area means the area shown on the map attached to the DOC protocol

effective date means the date that is 6 months after the settlement date

encumbrance means a lease, tenancy, licence, licence to occupy, easement, covenant, or other right affecting a property

fisheries protocol means a protocol issued by the Minister of Fisheries under **section 2.1(1)(a)**, including any amendments made under **section 2.1(1)(b)**

fisheries protocol area means the area shown on the map attached to the fisheries protocol, together with the adjacent waters

freshwater fisheries management plan has the meaning given to it in section 2(1) of the Conservation Act 1987

Historic Places Trust means the New Zealand Historic Places Trust (Pouhere Taonga) continued under section 38 of the Historic Places Act 1993

historical claims has the meaning given to it in **section 1.7**

land holding agency, in relation to a deferred selection property, means the land holding agency specified for that property in subpart H of Part 4 of the provisions schedule of the deed of settlement

LINZ means Land Information New Zealand

local authority has the meaning given to it in section 5(1) of the Local Government Act 2002

member of Taranaki Whānui ki Te Upoko o Te Ika means every individual referred to in **section 1.6(1)(a)**

Ministry for Culture and Heritage protocol means a protocol issued by the Minister for Arts, Culture and Heritage under **section 2.1(1)(a)**, including any amendments made under **section 2.1(1)(b)**

national park management plan has the same meaning as management plan in section 2 of the National Parks Act 1980

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Port Nicholson Block Settlement Trust means the trust established by the Port Nicholson Block Settlement Trust deed

Port Nicholson Block Settlement Trust deed—

- (a) means the deed of trust establishing the Port Nicholson Block Settlement Trust, dated 11 August 2008; and
- (b) includes—
 - (i) the schedules of the deed of trust; and
 - (ii) any amendments to the deed of trust or its schedules

protocol means a protocol issued under **section 2.1(1)(a)**, including any amendments made under **section 2.1(1)(b)**

regional council has the meaning given to it in 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 to it in section 2(3) of the Companies Act 1993

relevant consent authority means a consent authority of a region or district that contains, or is adjacent to, a statutory area

representative entity means—

- (a) the trustees; and
- (b) any person (including any trustees) acting for, or on behalf of,—
 - (i) the collective group referred to in **section 1.6(1)(a)**; or
 - (ii) 1 or more of the whānau, hapū, or groups that together form the collective group referred to in **section 1.6(1)(a)**; or
 - (iii) 1 or more members of Taranaki Whānui ki Te Upoko o Te Ika

resource consent has the meaning given to it in section 2(1) of the Resource Management Act 1991

responsible department means, as the case may be, 1 of the following departments of State:

- (a) the Department of Conservation;
- (b) the Ministry of Fisheries;
- (c) the Ministry for Culture and Heritage;

- (d) any other department of State authorised by the Prime Minister to exercise powers or perform functions and duties under **subpart 1 of Part 2**

responsible Minister means, as the case may be, 1 of the following Ministers:

- (a) the Minister of Conservation;
(b) the Minister of Fisheries;
(c) the Minister for Arts, Culture and Heritage;
(d) any other Minister of the Crown authorised by the Prime Minister to exercise powers or perform functions and duties under **subpart 1 of Part 2**

RFR land has the meaning given to it in **section 3.5**

settlement date means the date that is 20 business days after the date on which this Act comes into force

settlement document means a document entered into by the Crown to give effect to the deed of settlement, being—

- (a) each protocol; and
(b) the deed of recognition

settlement property means—

- (a) each cultural redress property; and
(b) each deferred selection property; and
(c) all RFR land

statements of association has the meaning given to it in **section 2.7(2)**

statutory acknowledgement means the acknowledgement made by the Crown in **section 2.7** in respect of each statutory area, on the terms set out in **subpart 2 of Part 2**

statutory area means an area described in **Schedule 1**, the general location of which is indicated on the SO plan referred to in relation to that area in **Schedule 1** (but which does not establish the precise boundaries of the statutory area)

statutory plan—

- (a) means a district plan, proposed plan, regional coastal plan, regional plan, or regional policy statement as defined in section 2(1) of the Resource Management Act 1991; and
(b) includes a proposed policy statement provided for in Schedule 1 of the Resource Management Act 1991

subsidiary has the meaning given to it in section 5 of the Companies Act 1993

taonga tūturu—

- (a) has the meaning given to it in section 2(1) of the Protected Objects Act 1975; and
- (b) includes ngā taonga tūturu (which has the meaning given to it in section 2(1) of that Act)

Taranaki area means the area within the claimants' boundaries shown in figure 4 of the Taranaki Report—Kaupapa Tutatahi of the Waitangi Tribunal (submitted to the Minister in Charge of Treaty of Waitangi Negotiations and the Minister of Maori Affairs on 14 June 1996)

trustees of the Port Nicholson Block Settlement Trust and **trustees** means the trustees from time to time of the Port Nicholson Block Settlement Trust.

1.6 Meaning of Taranaki Whānui ki Te Upoko o Te Ika

(1AA) This section is subject to clause 8.2.3 of the deed of settlement.

- (1) In this Act, **Taranaki Whānui ki Te Upoko o Te Ika** means—
 - (a) the collective group composed of individuals who—
 - (i) descend from 1 or more of the recognised ancestors of the following iwi:
 - (A) Te Atiawa:
 - (B) Ngāti Tama:
 - (C) Taranaki:
 - (D) Ngāti Ruanui:
 - (E) other iwi from the Taranaki area (for example, Ngāti Mutunga); and
 - (ii) also descend from 1 or more of—
 - (A) the original signatories of the 27 September 1839 Port Nicholson Block purchase deed; and
 - (B) the persons listed in the Schedule to the Declaration of the Native Land Court in Wellington dated 11 April 1888; and
 - (C) other persons not referred to in **subsub-paragraph (A) or (B)**, but who exercised customary rights in the Port Nicholson

Block, Wellington District, on or after 6 February 1840 by virtue of being descended from 1 or more of the recognised ancestors of the iwi referred to in **paragraph (a)(i)**; and

- (b) any whānau, hapū, or group (including a group composed of the beneficiaries of the Wellington Tenths Trust and a group composed of the beneficiaries of the Palmerston North Māori Reserves Trust) to the extent that it is composed of individuals referred to in **paragraph (a)**; and
 - (c) every individual referred to in **paragraph (a)**.
- (2) In **subsection (1)(a)**, a person is descended from another person if the first person is descended from the other by—
- (a) birth; or
 - (b) legal adoption; or
 - (c) Māori customary adoption in accordance with Taranaki Whānui ki Te Upoko o Te Ika tikanga (customary values and practices).
- (3) In **subsection (1)(a)**,—
- 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
- Taranaki area** has the same meaning as in **section 1.5**.

1.7 Meaning of historical claims

- (1) In this Act, **historical claims**—
- (a) 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 Taranaki Whānui ki Te Upoko o Te Ika (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—
 - (i) is, or is founded on, a right arising—
 - (A) from the Treaty of Waitangi or its principles; or
 - (B) under legislation; or

- (C) at common law (including aboriginal title or customary law); or
 - (D) from fiduciary duty; or
 - (E) otherwise; and
 - (ii) arises from, or relates to, acts or omissions before 21 September 1992—
 - (A) by, or on behalf of, the Crown; or
 - (B) by or under legislation; and
 - (b) includes every claim to the Waitangi Tribunal to which **paragraph (a)** applies that relates exclusively to Taranaki Whānui ki Te Upoko o Te Ika (or a representative entity), including—
 - (i) Wai 105—Hutt Section 19 claim; and
 - (ii) Wai 145—Port Nicholson Block claim; and
 - (iii) Wai 183—Korokoro Urupā claim; and
 - (iv) Wai 377—Kaiwharawhara and Hutt claim; and
 - (v) Wai 442—Waiwhetu Pā land claim; and
 - (vi) Wai 562—Pipitea Pā and street properties claim; and
 - (vii) Wai 571—Section 1, Pipitea Street (resumption) claim; and
 - (viii) Wai 660—Hutt Section 19 (part of) claim; and
 - (ix) Wai 734—Whanganui a Tara (Ngāti Mutunga) claim; and
 - (x) Wai 735—Whanganui a Tara (Ngāti Tama) claim; and
 - (c) includes every other claim to the Waitangi Tribunal to which **paragraph (a)** applies so far as it relates to Taranaki Whānui ki Te Upoko o Te Ika (or a representative entity).
- (2) However, **historical claims** does not include the following claims:
- (a) a claim that a member of Taranaki Whānui ki Te Upoko o Te Ika, or a whānau, hapū, or group referred to in **section 1.6(1)(b)**, 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 **section 1.6(1)(a)**;
 - (b) a claim that a member of Taranaki Whānui ki Te Upoko o Te Ika, or a whānau, hapū, or group referred to in

- section 1.6(1)(b)**, may have in relation to an excluded area:
- (c) a claim that a representative entity may have to the extent the claim is, or is founded on, a claim referred to in **paragraph (a) or (b)**.
- (3) In **subsection (2)(b)**, **excluded area** means each of the following areas to the extent it is land within New Zealand:
- (a) the South Island;
- (b) the Chatham Islands;
- (c) the Taranaki area;
- (d) the Kapiti Coast.
- (4) In **subsection (3)**,—
- Kapiti Coast** means the district of the Kapiti Coast District Council as at the date of the deed of settlement
- land within New Zealand** means land within the baseline described in sections 5, 6, and 6A of the Territorial Sea, Contiguous Zone, and Exclusive Economic Zone Act 1977 (being the low-water mark along the coast of New Zealand, including the coast of all islands, except as otherwise provided in section 6 or 6A of that Act)
- Taranaki area** has the same meaning as in **section 1.5**.
- (5) To avoid doubt, **subsection (1)(a)** is not limited by **subsection (1)(b) or (c)**.

Subpart 3—Settlement of historical claims

Historical claims settled and jurisdiction of courts, etc, removed

- 1.8 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, without limitation, the jurisdiction to

inquire or further inquire into, or to make a finding or recommendation) in respect of—

- (a) the historical claims; or
 - (b) the deed of settlement; or
 - (c) this Act; or
 - (d) the redress provided under the deed of settlement or this Act.
- (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 or this Act.

*Consequential amendment to Treaty of Waitangi
Act 1975*

1.9 Amendment to Treaty of Waitangi Act 1975

- (1) This section amends the Treaty of Waitangi Act 1975.
- (2) Schedule 3 is amended by inserting the following item in the appropriate alphabetical order: “Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) Claims Settlement Act **2008, section 1.8(4) and (5).**”

1.10 [Deleted]
[Deleted].

Protections no longer apply

1.11 Certain enactments do not apply

- (1) Nothing in the enactments listed in **subsection (2)** applies—
 - (a) to a settlement property; or
 - (b) for the benefit of Taranaki Whānui ki Te Upoko o Te Ika 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.

- (3) However, this section applies to a deferred selection property only if—
- (a) the trustees elect to purchase the property under paragraph 4.7 of the provisions schedule of the deed of settlement; and
 - (b) the purchase is settled under clause 4.66 of that schedule.

1.12 Removal of memorials

- (1) The chief executive of LINZ must issue to the Registrar-General a certificate that identifies (by reference to the relevant legal description, certificate of title, or computer register) each allotment that is—
- (a) all or part of a settlement property; and
 - (b) contained in a certificate of title or computer register that has a memorial entered under any enactment referred to in **section 1.11(2)**.
- (2) The chief executive of LINZ must issue a certificate under **subsection (1)** as soon as is reasonably practicable after—
- (a) the settlement date, in the case of a settlement property that is not a deferred selection property; or
 - (b) the actual deferred settlement date, in the case of a deferred selection property.
- (3) Each certificate must state that it is issued under this section.
- (4) The Registrar-General must, as soon as is reasonably practicable after receiving a certificate issued under **subsection (1)**,—
- (a) register the certificate against each certificate of title or computer register identified in the certificate; and
 - (b) cancel, in respect of each allotment identified in the certificate, each memorial that is entered (in accordance with any enactment referred to in **section 1.11(2)**) on a certificate of title or computer register identified in the certificate.

Subpart 4—Miscellaneous matters

Perpetuities

1.13 Rule against perpetuities does not apply

- (1) Neither the rule against perpetuities nor any provisions of the Perpetuities Act 1964—
 - (a) prescribe or restrict the period during which—
 - (i) the Port Nicholson Block Settlement Trust may exist in law; or
 - (ii) the trustees, in their capacity as trustees, may hold or deal with property (including income derived from property); or
 - (b) apply to a settlement document if the application of that rule or the provisions of that Act would otherwise make the document, or a right conferred by the document, invalid or ineffective.
- (2) However, if the Port Nicholson Block Settlement Trust is, or becomes, a charitable trust, the application (if any) of the rule against perpetuities or any provision of the Perpetuities Act 1964 to that trust must be determined under the general law.

Timing of actions or matters

1.14 Timing of actions or matters

- (1) Actions or matters occurring under this Act occur or take effect on and from the settlement date.
- (2) However, if a provision of this Act requires an action or matter to occur or take effect on a date other than the settlement date, that action or matter occurs or takes effect on and from that other date.

Access to deed of settlement

1.15 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 on any business day; and

- (b) free of charge on an Internet site maintained by or on behalf of the Ministry of Justice.

Part 2

Cultural redress

Subpart 1—Protocols

General provisions

2.1 Authority to issue, amend, or cancel protocols

- (1) Each responsible Minister may—
 - (a) issue a protocol to the trustees in the form set out in Part 1 of the documents schedule of the deed of settlement; and
 - (b) amend or cancel that protocol.
- (2) A protocol may be amended or cancelled under **subsection (1)** at the initiative of either—
 - (a) the trustees; or
 - (b) the responsible Minister.
- (3) The responsible Minister may amend or cancel a protocol only after consulting with, and having particular regard to the views of, the trustees.

2.2 Protocols subject to rights, functions, and obligations

Protocols do not restrict—

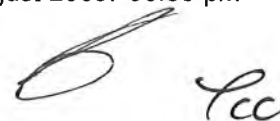
- (a) the ability of the Crown to exercise its powers and perform its functions and duties in accordance with the law and government policy, which includes (without limitation) the ability to—
 - (i) introduce legislation and change government policy; and
 - (ii) interact or consult with a person the Crown considers appropriate, including (without limitation) any iwi, hapū, marae, whānau, or other representative of tangata whenua; or
- (b) the responsibilities of a responsible Minister or a responsible department; or
- (c) the legal rights of Taranaki Whānui ki Te Upoko o Te Ika or a representative entity.

2.3 Enforceability of protocols

- (1) The Crown must comply with a protocol while it is in force.
- (2) If the Crown fails, without good cause, to comply with a protocol, the trustees may, subject to the Crown Proceedings Act 1950, enforce the protocol.
- (3) Despite **subsection (2)**, damages or any form of monetary compensation are not available as a remedy for a failure by the Crown to comply with a protocol.
- (4) To avoid doubt,—
 - (a) **subsections (1) and (2)** do not apply to guidelines developed for the implementation of a protocol; and
 - (b) **subsection (3)** does not affect the ability of a court to award costs incurred by the trustees in enforcing the protocol under **subsection (2)**.

2.4 Limitation of rights

- (1) The DOC protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, land held, managed, or administered, or flora or fauna managed or administered, under—
 - (a) the Conservation Act 1987; or
 - (b) the enactments listed in Schedule 1 of that Act.
- (2) The fisheries protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, assets or other property rights (including in respect of fish, aquatic life, and seaweed) held, managed, or administered under any of the following enactments:
 - (a) the Fisheries Act 1996;
 - (b) the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992;
 - (c) the Maori Commercial Aquaculture Claims Settlement Act 2004;
 - (d) the Maori Fisheries Act 2004.
- (3) The Ministry for Culture and Heritage protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, taonga tūturu.



*Noting of DOC and fisheries protocols***2.5 Noting of DOC protocol**

- (1) A summary of the terms of the DOC protocol must be noted in the conservation documents affecting the DOC protocol area.
- (2) The noting of the DOC protocol is—
 - (a) for the purpose of public notice only; and
 - (b) not an amendment to the conservation documents for the purposes of section 17I of the Conservation Act 1987 or section 46 of the National Parks Act 1980.

2.6 Noting of fisheries protocol

- (1) A summary of the terms of the fisheries protocol must be noted in fisheries plans affecting the fisheries protocol area.
- (2) The noting of the fisheries protocol is—
 - (a) for the purpose of public notice only; and
 - (b) not an amendment to the fisheries plans for the purposes of section 11A of the Fisheries Act 1996.
- (3) In this section, **fisheries plan** means a plan approved or amended under section 11A of the Fisheries Act 1996.

Subpart 2—Statutory acknowledgement and deed of recognition*Statutory acknowledgement***2.7 Statutory acknowledgement by the Crown**

- (1) The Crown acknowledges the statements of association.
- (2) In this Act, **statements of association** means the statements—
 - (a) made by Taranaki Whānui ki Te Upoko o Te Ika of their particular cultural, spiritual, historical, and traditional association with each statutory area; and
 - (b) that are in the form set out in Part 2 of the documents schedule of the deed of settlement at the settlement date.

2.8 Purposes of statutory acknowledgement

- (1) The only purposes of the statutory acknowledgement are to—
 - (a) require relevant consent authorities, the Environment Court, and the Historic Places Trust to have regard to

- the statutory acknowledgement, as provided for in **sections 2.9 to 2.11**; and
- (b) require relevant consent authorities to forward summaries of resource consent applications to the trustees, as provided for in **section 2.13**; and
 - (c) enable the trustees and any member of Taranaki Whānui ki Te Upoko o Te Ika to cite the statutory acknowledgement as evidence of the association of Taranaki Whānui ki Te Upoko o Te Ika with the relevant statutory areas, as provided for in **section 2.14**.
- (2) This section does not limit **sections 2.17 to 2.19**.

2.9 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 forming an opinion, in accordance with sections 93 to 94C of the Resource Management Act 1991, as to whether the trustees are persons who may be adversely affected by the granting of a resource consent for activities within, adjacent to, or directly affecting, the statutory area.
- (2) **Subsection (1)** does not limit the obligations of a relevant consent authority under the Resource Management Act 1991.

2.10 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 determining under section 274 of the Resource Management Act 1991 whether the trustees are persons having an interest in proceedings greater than the public generally 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.

2.11 Historic Places Trust and Environment Court to have regard to statutory acknowledgement

- (1) On and from the effective date, the Historic Places Trust and the Environment Court must have regard to the statutory acknowledgement relating to a statutory area in forming an opinion under section 14(6)(a) or 20(1) of the Historic Places Act 1993, as the case may be, as to whether the trustees are (or, for the purpose of section 14(6)(a) of that Act, may be) persons directly affected in relation to an archaeological site within the statutory area.
- (2) In this section, **archaeological site** has the meaning given to it in section 2 of the Historic Places Act 1993.

2.12 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 the relevant provisions of **sections 2.7 to 2.15** in full, the descriptions of the statutory areas, and the statements of association.
- (3) The attachment of information to a statutory plan under this section is for the purpose of public information only, and the information is not—
 - (a) part of the statutory plan, unless adopted by the relevant consent authority; or
 - (b) subject to the provisions of Schedule 1 of the Resource Management Act 1991, unless adopted as part of the statutory plan.

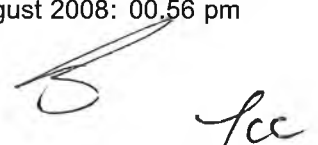
2.13 Distribution of resource consent applications to trustees

- (1) Each relevant consent authority must, for a period of 20 years from the effective date, forward to the trustees a summary of resource consent applications received by that consent authority for activities within, adjacent to, or directly affecting a statutory area.
- (2) The information provided under **subsection (1)** must be—

- (a) the same as would be given under section 93 of the Resource Management Act 1991 to persons likely to be adversely affected, or as may be agreed between the trustees and the relevant consent authority; and
 - (b) provided as soon as is reasonably practicable after each application is received, and before a determination is made on the application in accordance with sections 93 to 94C of the Resource Management Act 1991.
- (3) The trustees may, by notice in writing to a relevant consent authority,—
- (a) waive their rights to be notified under this section; and
 - (b) state the scope of that waiver and the period it applies for.
- (4) For the purposes of this section, a regional council dealing with an application to carry out a restricted coastal activity in a statutory area must be treated as if it were the relevant consent authority in relation to that application.
- (5) This section does not affect the obligation of a relevant consent authority to—
- (a) notify an application in accordance with sections 93 to 94C of the Resource Management Act 1991;
 - (b) form an opinion as to whether the trustees are persons who may be adversely affected under those sections.

2.14 Use of statutory acknowledgement

- (1) The trustees and any member of Taranaki Whānui ki Te Upoko o Te Ika may, as evidence of the association of Taranaki Whānui ki Te Upoko o Te Ika 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 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 is not, by virtue of the statutory acknowledgement, binding as fact on—
- (a) relevant consent authorities;
 - (b) the Environment Court;
 - (c) the Historic Places Trust;
 - (d) parties to proceedings before those bodies:

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- (e) any other person who is entitled to participate in those proceedings.
- (3) Despite **subsection (2)**, the statutory acknowledgement may be taken into account by the bodies and persons specified in that subsection.
- (4) To avoid doubt,—
 - (a) neither the trustees nor members of Taranaki Whānui ki Te Upoko o Te Ika are precluded from stating that Taranaki Whānui ki Te Upoko o Te Ika 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.

2.15 Application of statutory acknowledgement to river, stream, or harbour

In relation to a statutory acknowledgement,—

harbour includes the bed of the harbour and everything above the bed.

river or stream—

- (a) means—
 - (i) a continuously or intermittently flowing body of fresh water, including a modified watercourse; and
 - (ii) the bed of the river or stream; but
- (b) does not include—
 - (i) a part of the bed of the river or stream that is not owned by the Crown; or
 - (ii) land that the waters of the river or stream do not cover at its fullest flow without overlapping its banks; or
 - (iii) an artificial watercourse; or
 - (iv) a tributary flowing into the river or stream.

Deed of recognition

2.16 Authorisation to enter into and amend deed of recognition

The Minister of Conservation may—



- (a) enter into a deed of recognition with the trustees, in the form set out in Part 3 of the documents schedule of the deed of settlement, in respect of the land within the following statutory areas:
 - (i) Rimutaka Forest Park:
 - (ii) Wainuiomata Scenic Reserve:
 - (iii) Turakirae Head Scientific Reserve; and
- (b) amend the deed of recognition by entering into a deed of amendment with the trustees.

General provisions

2.17 Exercise of powers and performance of duties and functions

- (1) Except as expressly provided in this subpart,—
 - (a) the statutory acknowledgement and the deed of recognition do not affect, and may not be taken into account by, a person exercising a power or performing a function or duty under legislation or a bylaw; and
 - (b) no person, in considering a matter or making a decision or recommendation under legislation or a bylaw, may give greater or lesser weight to the association of Taranaki Whānui ki Te Upoko o Te Ika with a statutory area (as described in a statement of association) than that person would give under the relevant legislation or bylaw if no statutory acknowledgement or deed of recognition existed in respect of the statutory area.
- (2) **Subsection (1)(b)** does not affect the operation of **subsection (1)(a)**.

2.18 Rights not affected

Except as expressly provided in this subpart, the statutory acknowledgement and the deed of recognition do not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

2.19 Limitation of rights

Except as expressly provided in this subpart, the statutory acknowledgement and the deed 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.

*Consequential amendment to Resource
Management Act 1991*

2.20 Amendment to Resource Management Act 1991

- (1) This section amends the Resource Management Act 1991.
- (2) Schedule 11 is amended by inserting the following item in the appropriate alphabetical order: “Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) Claims Settlement Act **2008**.”

2.21 [Deleted]
[Deleted].

Subpart 3—The Crown not prevented from
providing other similar redress

**2.22 The Crown not prevented from providing other similar
redress**

- (1) The provision of the specified cultural redress does not prevent the Crown from doing anything that is consistent with that cultural redress, including—
 - (a) providing, or agreeing to introduce legislation providing or enabling, the same or similar redress to a person other than Taranaki Whānui ki Te Upoko o Te Ika or the trustees; or
 - (b) disposing of land.
- (2) However, **subsection (1)** is not an acknowledgement by the Crown or Taranaki Whānui ki Te Upoko o Te Ika that any other iwi or group has interests in relation to land or an area to which any of the specified cultural redress relates.
- (3) In this section, **specified cultural redress** means the protocols, the statutory acknowledgement, and the deed of recognition.

Subpart 4—Vesting of cultural redress
properties

2.23 Interpretation

- (1) In this Act, **cultural redress property** means any of the following sites, and each site means the land described by that name in **Schedule 2**:
- (a) 1 Thorndon Quay:
 - (b) 81–87 Thorndon Quay:
 - (c) the Waiwhetu Road site:
 - (d) the former Wainuiomata College site:
 - (e) the former Wainuiomata Intermediate School site:
 - (f) the former Waiwhetu School site:
 - (g) the Pipitea Marae site:
 - (h) the dendroglyph site:
 - (i) the urupā site:
 - (j) the bed of Lake Kohangatera and the Lake Kohangatera esplanade land (together comprising 1 site):
 - (k) the bed of Lake Kohangapiripiri and the Lake Kohangapiripiri esplanade land (together comprising 1 site):
 - (l) Wi Tako Scenic Reserve:
 - (m) Point Dorset Recreation Reserve:
 - (n) the Korokoro Gateway site:
 - (o) Makaro Scientific Reserve:
 - (p) Mokopuna Scientific Reserve:
 - (q) Matiu Scientific Reserve:
 - (r) Matiu Historic Reserve.
- (2) In this subpart, **subpart 5**, and **Schedules 2 and 3**—
- bed of Lake Kohangapiripiri** means the land described by that name in the second column of **Schedule 2**
- bed of Lake Kohangatera** means the land described by that name in the second column of **Schedule 2**
- Crown stratum** means the part of Lake Kohangatera and the part of Lake Kohangapiripiri comprising the space occupied by water and the space occupied by air above the water
- Harbour Islands Kaitiaki Board** means the Board referred to in **section 2.54**

Harbour Islands reserves means Makaro Scientific Reserve, Mokopuna Scientific Reserve, Matiu Scientific Reserve, and Matiu Historic Reserve

Lake Kohangapiripiri means the bed of Lake Kohangapiripiri and the Crown stratum above the bed

Lake Kohangapiripiri esplanade land means the land described by that name in the second column of **Schedule 2**

Lake Kohangatera means the bed of Lake Kohangatera and the Crown stratum above the bed

Lake Kohangatera esplanade land means the land described by that name in the second column of **Schedule 2**

lakebeds and esplanade land means—

- (a) the bed of Lake Kohangatera and the Lake Kohangatera esplanade land; and
- (b) the bed of Lake Kohangapiripiri and the Lake Kohangapiripiri esplanade land

Minister means the Minister of Conservation

reserve site means each of the following cultural redress properties:

- (a) Wi Tako Scenic Reserve:
- (b) Point Dorset Recreation Reserve:
- (c) the Korokoro Gateway site:
- (d) Makaro Scientific Reserve:
- (e) Mokopuna Scientific Reserve:
- (f) Matiu Scientific Reserve:
- (g) Matiu Historic Reserve.

Sites vest in fee simple

2.24 1 Thorndon Quay

The fee simple estate in 1 Thorndon Quay vests in the trustees.

2.25 81–87 Thorndon Quay

The fee simple estate in 81–87 Thorndon Quay vests in the trustees.

2.26 Waiwhetu Road site

The fee simple estate in the Waiwhetu Road site vests in the trustees.

2.27 Former Wainuiomata College site

The fee simple estate in the former Wainuiomata College site vests in the trustees.

2.28 Former Wainuiomata Intermediate School site

The fee simple estate in the former Wainuiomata Intermediate School site vests in the trustees.

2.29 Former Waiwhetu School site

The fee simple estate in the former Waiwhetu School site vests in the trustees.

2.30 Pipitea Marae site

- (1) The part of the Pipitea Marae site that was formerly Section 1 SO 406978 ceases to be held under the Public Works Act 1981 for the purposes of buildings of general government and public buildings of the general government.
- (2) Any part of the Pipitea Marae site that is subject to section 15 of the Maori Purposes Act 1969 or section 9 of the Maori Purposes Act 1974 ceases to be—
 - (a) subject to those sections; and
 - (b) held for the purposes specified in those sections.
- (3) The fee simple estate in the part of the Pipitea Marae site referred to in **subsection (2)** vests in the Crown as Crown land subject to the Land Act 1948.
- (4) The fee simple estate in the Pipitea Marae site vests in the trustees.
- (5) Despite **subsection (4)**, any improvements to the Pipitea Marae site do not vest in the trustees.
- (6) The Pipitea Marae site is not rateable under the Local Government (Rating) Act 2002, except under section 9 of that Act, while the land is used for the purposes of a marae.



*Sites vest in fee simple to be administered as
Maori reservations*

2.31 Dendroglyph site

- (1) The reservation of the dendroglyph site as a recreation reserve subject to section 17 of the Reserves Act 1977 is revoked.
- (2) The fee simple estate in the dendroglyph site vests in the Crown as Crown land subject to the Land Act 1948.
- (3) The fee simple estate in the dendroglyph site vests in the trustees.
- (4) The dendroglyph site is 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 place of cultural and historical interest; and
 - (b) to be held for the benefit of Taranaki Whānui ki Te Upoko o Te Ika.
- (5) The dendroglyph site is not rateable under the Local Government (Rating) Act 2002, except under section 9 of that Act.
- (6) Wellington Regional Council must provide the trustees with a registrable right of way easement in favour of the dendroglyph site in the form set out in Part 4 of the documents schedule of the deed of settlement.
- (7) An easement granted in accordance with **subsection (6)** is—
 - (a) enforceable in accordance with its terms, despite the provisions of the Reserves Act 1977; and
 - (b) to be treated as having been granted in accordance with that Act.

2.32 Urupā site

- (1) The fee simple estate in the urupā site vests in the trustees.
- (2) The urupā site is 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 Taranaki Whānui ki Te Upoko o Te Ika.
- (3) The urupā site is not rateable under the Local Government (Rating) Act 2002, except under section 9 of that Act.



cc

- (4) However, **subsections (1) to (3)** do not apply unless—
- (a) the trustees provide MEL (West Wind) Limited with a registrable right of way easement and a registrable memorandum of encumbrance in relation to the urupā site; and
 - (b) the trustees and the Crown provide MEL (West Wind) Limited and Meridian Energy Limited with a signed deed of covenants; and
 - (c) not later than 3 years after the settlement date, any requirements under the Resource Management Act 1991 are met (including the obtaining of any resource consents) that are necessary to—
 - (i) use the site as an urupā; and
 - (ii) form the right of way to the specifications described in the easement referred to in **paragraph (a)**.
- (4A) Each document referred to in **subsection (4)(a) and (b)** must be provided in the form set out in Part 4 of the documents schedule of the deed of settlement.
- (5) An easement or encumbrance granted in accordance with **subsections (4) and (4A)** is—
- (a) enforceable in accordance with its terms, despite the provisions of Te Ture Whenua Maori Act 1993; and
 - (b) to be treated as having been granted in accordance with that Act.
- (6) The vesting under **subsection (1)** occurs on the date that is the later of—
- (a) settlement date; or
 - (b) the date by which all the matters referred to in **subsection (4)** are met.

*Sites vest in fee simple subject to conservation
covenant*

2.33 Bed of Lake Kohangatera and Lake Kohangatera esplanade land

- (1) The reservation of the Lake Kohangatera esplanade land as a local purpose (esplanade) reserve subject to section 23 of the Reserves Act 1977 is revoked.

- (2) The fee simple estate in the Lake Kohangatera esplanade land vests in the Crown as Crown land subject to the Land Act 1948.
- (3) The reservation of Lake Kohangatera as a government purpose reserve for wildlife management purposes subject to section 22 of the Reserves Act 1977 is revoked.
- (4) The fee simple estate in the bed of Lake Kohangatera and the Lake Kohangatera esplanade land vests in the trustees.
- (5) The bed of Lake Kohangatera and the Lake Kohangatera esplanade land is not rateable under the Local Government (Rating) Act 2002, except under section 9 of that Act.
- (6) **Subsections (1) to (5)** are subject to the trustees providing the Crown with a registrable covenant in relation to the lakebeds and esplanade land in the form set out in Part 4 of the documents schedule of the deed of settlement.
- (7) The covenant referred to in **subsection (6)** 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.

2.34 Bed of Lake Kohangapiripiri and Lake Kohangapiripiri esplanade land

- (1) The part of Lake Kohangapiripiri that is Section 1 SO 406979 ceases to be held under the Public Works Act 1981 for the purposes of a main sewer outfall.
- (2) The reservation of the Lake Kohangapiripiri esplanade land as a local purpose (esplanade) reserve subject to section 23 of the Reserves Act 1977 is revoked.
- (3) The fee simple estate in the part of Lake Kohangapiripiri that is Section 1 SO 406979 and in the Lake Kohangapiripiri esplanade land vests in the Crown as Crown land subject to the Land Act 1948.
- (4) Any reservation of Lake Kohangapiripiri as a government purpose reserve for wildlife management purposes subject to section 22 of the Reserves Act 1977 is revoked.
- (5) The fee simple estate in the bed of Lake Kohangapiripiri and the Lake Kohangapiripiri esplanade land vests in the trustees.
- (6) The bed of Lake Kohangapiripiri and the Lake Kohangapiripiri esplanade land is not rateable under the Local



Government (Rating) Act 2002, except under section 9 of that Act.

- (7) **Subsections (1) to (6)** are subject to the trustees providing the Crown with the registrable covenant referred to in **section 2.33(6)**.

2.35 Lake Kohangatera and Lake Kohangapiripiri Scientific Reserve

- (1) The Crown stratum above the bed of Lake Kohangatera and the bed of Lake Kohangapiripiri is declared a reserve and classified as a scientific reserve subject to section 21 of the Reserves Act 1977.
- (2) The reserve created by **subsection (1)** is named Lake Kohangatera and Lake Kohangapiripiri Scientific Reserve, despite section 16(10) of the Reserves Act 1977.

2.36 Lawful access or use, and recreational activities, in relation to lakes

- (1) Despite the vestings under **sections 2.33(4) and 2.34(5)**,—
- (a) any lawful right of access to, or use of, Lake Kohangatera or Lake Kohangapiripiri remains unaffected; and
 - (b) members of the public may carry out recreational activities in or on Lake Kohangatera or Lake Kohangapiripiri; and
 - (c) the trustees must not interfere with a member of the public carrying out a recreational activity in or on Lake Kohangatera or Lake Kohangapiripiri.
- (2) A **recreational activity** under **subsection (1)**—
- (a) for which any enactment requires a permit, licence, or other authorisation, must be carried out in accordance with the required authorisation:
 - (b) does not include an activity that—
 - (i) is unlawful under any enactment or bylaw; or
 - (ii) involves attaching a fixture to the bed of Lake Kohangatera or the bed of Lake Kohangapiripiri; or
 - (iii) involves a risk of a significant adverse effect to Lake Kohangatera or Lake Kohangapiripiri.

- (3) To avoid doubt, the vestings under **sections 2.33(4) and 2.34(5)** do not give any rights to, or impose any obligations on, the trustees in relation to—
- (a) the waters of Lake Kohangatera or Lake Kohangapiripiri; or
 - (b) the aquatic life of Lake Kohangatera or Lake Kohangapiripiri (other than the plants attached to the bed of Lake Kohangatera or the bed of Lake Kohangapiripiri).

2.37 Existing structures in or on lakebeds and esplanade land

- (1) Despite the vestings under **sections 2.33(4) and 2.34(5)**, an existing structure—
- (a) does not vest in the trustees; and
 - (b) may remain in or on the lakebeds and esplanade land without the consent of, and without charge by, the trustees; and
 - (c) may be used, occupied, accessed, repaired, maintained, removed, or demolished at any time without the consent of, and without charge by, the trustees.
- (1A) However, if the owner of an existing structure removes or demolishes it, the registered proprietors may require the owner to leave the lakebeds and esplanade land concerned in a clean and tidy condition.
- (2) In this section and **sections 2.38 and 2.39**, **existing structure** means a structure in or on any of the lakebeds and esplanade land to the extent that the structure existed on the settlement date.
- (3) A structure is an **existing structure** whether or not, at any time, it was or is unlawful or unauthorised.

2.38 Determination of matters relating to existing structures

Despite the vestings under **sections 2.33(4) and 2.34(5)**, a local authority must determine the following matters as if the lakebeds and esplanade land were owned by the Crown:

- (a) a person's application for a resource consent or building consent under the Resource Management Act 1991 or the Building Act 2004 to use, occupy, access, repair, maintain, remove, or demolish an existing structure; or

- (b) any attempt by a person to rectify the non-compliance of an existing structure with or under the Resource Management Act 1991 or the Building Act 2004.

2.39 Liability for existing structures

The trustees are not liable for an existing structure for which they would, apart from this section, be liable by reason of their ownership of any of the lakebeds and esplanade land.

2.40 New structures require consent of trustees

- (1) No person may erect or modify a structure in or on, or attach a structure to, any of the lakebeds and esplanade land, unless the trustees first give their written consent.
- (2) However, **subsection (1)** does not apply if—
 - (a) the activity relating to the structure is permitted or otherwise authorised under **section 2.37**; or
 - (b) **section 2.41** applies to the activity relating to the structure.
- (3) The trustees may impose conditions on the grant of their consent, including imposing a charge.

2.41 Authorisations not affected

- (1) To avoid doubt, the vestings under **sections 2.33(4) and 2.34(5)** do not limit or otherwise affect a right or authorisation provided by or under an enactment that does not require the consent of the owners of land—
 - (a) to undertake an activity in, on, or in relation to the lakebeds and esplanade land; or
 - (b) to exercise a power or perform a function or duty in, on, or in relation to the lakebeds and esplanade land.
- (2) The rights and authorisations referred to in **subsection (1)** include, but are not limited to, a right or authorisation to—
 - (a) place or install, permanently or temporarily, a structure of any kind in or on the lakebeds and esplanade land; or
 - (b) enter and remain on the lakebeds and esplanade land to carry out any activity, including to gain access to, or undertake an activity on, any structure placed or installed in or on the lakebeds and esplanade land.

*Sites vest in fee simple to be administered as
scenic, recreation, or local purpose reserves*

2.42 Wi Tako Scenic Reserve

- (1) The reservation of Wi Tako Scenic Reserve as a scenic reserve subject to section 19 of the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Wi Tako Scenic Reserve vests in the trustees.
- (3) Wi Tako Scenic Reserve is 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 created by **subsection (3)** is named Wi Tako Ngatata Scenic Reserve, despite section 16(10) of the Reserves Act 1977.
- (5) Upper Hutt City Council is the administering body of the reserve for the purposes of the Reserves Act 1977 and has the functions, obligations, and powers of an administering body under that Act, as if the reserve were vested in the Council under section 26 of that Act.

2.43 Point Dorset Recreation Reserve

- (1) The reservation of Point Dorset Recreation Reserve as a recreation reserve subject to section 17 of the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Point Dorset Recreation Reserve vests in the trustees.
- (3) Point Dorset Recreation Reserve is declared a reserve and classified as a recreation reserve subject to section 17 of the Reserves Act 1977.
- (4) The reserve created by **subsection (3)** is named Point Dorset Recreation Reserve, despite section 16(10) of the Reserves Act 1977.
- (5) Wellington City Council is the administering body of the reserve for the purposes of the Reserves Act 1977 and has the functions, obligations, and powers of an administering body under that Act, as if the reserve were vested in the Council under section 26 of that Act.



2.44 Korokoro Gateway site

- (1) The part of the Korokoro Gateway site that is a stewardship area under the Conservation Act 1987 ceases to be a stewardship area.
- (2) The fee simple estate in the Korokoro Gateway site vests in the trustees.
- (3) The Korokoro Gateway site is declared a reserve and classified as a local purpose reserve, for the purpose of cultural and community facilities, subject to section 23 of the Reserves Act 1977.
- (4) The reserve created by **subsection (3)** is named Honiana Te Puni Local Purpose Reserve, despite section 16(10) of the Reserves Act 1977.
- (5) Hutt City Council is the administering body of the reserve for the purposes of the Reserves Act 1977 and has the functions, obligations, and powers of an administering body under that Act, as if the reserve were vested in the Council under section 26 of that Act.
- (6) Any improvements on the Korokoro Gateway site do not vest in the trustees, despite the vesting under **subsection (2)**.

*Harbour Islands reserves vest in fee simple to
be administered as scientific or historic reserves*

2.45 Makaro Scientific Reserve

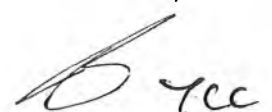
- (1) The reservation of Makaro Scientific Reserve as a scientific reserve subject to section 21 of the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Makaro Scientific Reserve vests in the trustees.
- (3) Makaro Scientific Reserve is declared a reserve and classified as a scientific reserve subject to section 21 of the Reserves Act 1977.
- (4) The reserve created by **subsection (3)** is named Makaro Scientific Reserve, despite section 16(10) of the Reserves Act 1977.

2.46 Mokopuna Scientific Reserve

- (1) Mokopuna Scientific Reserve ceases to be a wildlife refuge subject to the Wildlife Act 1953.
- (2) The reservation of Mokopuna Scientific Reserve as a scientific reserve subject to section 21 of the Reserves Act 1977 is revoked.
- (3) The fee simple estate in Mokopuna Scientific Reserve vests in the trustees.
- (4) Mokopuna Scientific Reserve is declared a reserve and classified as a scientific reserve subject to section 21 of the Reserves Act 1977.
- (5) The reserve created by **subsection (4)** is named Mokopuna Scientific Reserve, despite section 16(10) of the Reserves Act 1977.

2.47 Matiu Scientific Reserve

- (1) The part of Matiu Scientific Reserve that is Section 3 SO 20946 ceases to be—
 - (a) subject to section 74 of the Reserves and Other Lands Disposal and Public Bodies Empowering Act 1923; and
 - (b) held in trust, under that section, as a site for a lighthouse.
- (2) The fee simple estate in the part of Matiu Scientific Reserve that is Section 3 SO 20946 vests in the Crown as Crown land subject to the Land Act 1948.
- (3) Any reservation of Matiu Scientific Reserve as a scientific reserve subject to section 21 of the Reserves Act 1977 is revoked.
- (4) The fee simple estate in Matiu Scientific Reserve vests in the trustees.
- (5) Matiu Scientific Reserve is declared a reserve and classified as a scientific reserve subject to section 21 of the Reserves Act 1977.
- (6) The reserve created by **subsection (5)** is named Matiu Scientific Reserve, despite section 16(10) of the Reserves Act 1977.
- (7) **Subsections (1) to (6)** are subject to the trustees providing Wellington Regional Council with a registrable lease in relation to the part of Matiu Scientific Reserve that is Section 3 SO



20946 in the form set out in Part 4 of the documents schedule of the deed of settlement.

- (8) A lease granted in accordance with **subsection (7)** is—
- (a) enforceable in accordance with its terms, despite the provisions of the Reserves Act 1977; and
 - (b) to be treated as having been granted in accordance with that Act.
- (9) Despite the vesting under **subsection (4)**, any improvements in or on Matiu Scientific Reserve at the settlement date—
- (a) do not vest in the trustees; and
 - (b) may remain in or on the land without the consent of, and without charge by, the registered proprietors of the land; and
 - (c) may be used, occupied, accessed, repaired, maintained, removed, or demolished at any time without the consent of, and without charge by, the registered proprietors. However, if the owner of an improvement removes or demolishes it, the registered proprietors of the land may require the owner to leave the land concerned in a clean and tidy condition.
- (10) **Subsection (9)(b) and (c)** are subject to the terms of any lease granted in accordance with **subsection (7)**.

2.48 Matiu Historic Reserve

- (1) The reservation of Matiu Historic Reserve as a historic reserve subject to section 18 of the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Matiu Historic Reserve vests in the trustees.
- (3) Matiu Historic Reserve is declared a reserve and classified as a historic reserve subject to section 18 of the Reserves Act 1977.
- (4) The reserve created by **subsection (3)** is named Matiu Historic Reserve, despite section 16(10) of the Reserves Act 1977.
- (5) Despite the vesting under **subsection (2)**, any improvements in or on Matiu Historic Reserve at the settlement date—
 - (a) do not vest in the trustees; and
 - (b) may remain in or on the land without the consent of, and without charge by, the registered proprietors of the land; and



- (c) may be used, occupied, accessed, repaired, maintained, removed, or demolished at any time without the consent of, and without charge by, the registered proprietors. However, if the owner of an improvement removes or demolishes it, the registered proprietors of the land may require the owner to leave the land concerned in a clean and tidy condition.

*Application of Reserves Act 1977 to Harbour
Islands reserves*

2.49 Harbour Islands Kaitiaki Board to be administering body

The Harbour Islands Kaitiaki Board—

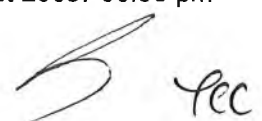
- (a) is the administering body of the Harbour Islands reserves for the purposes of the Reserves Act 1977; and
- (b) has the functions, obligations, and powers of an administering body under that Act, as if the reserves were vested in the Board under section 26 of that Act, except as provided in this subpart and **Schedule 3**.

2.50 Functions, obligations, and powers of Minister

- (1) The Minister of Conservation has, in respect of the Harbour Islands reserves, the functions, obligations, and powers that the Minister has under the Reserves Act 1977 in relation to a reserve not vested in the Crown, except as provided in **subsection (2)**, this subpart, and **Schedule 3**.
- (2) The Minister may not appoint a committee under section 9 of the Reserves Act 1977 in relation to the Harbour Islands reserves.

2.50A Functions, obligations, and powers of Director-General

- (1) The Director-General is responsible for managing the Harbour Islands reserves—
 - (a) for the purposes specified in section 40(1) of the Reserves Act 1977; and
 - (b) in accordance with that Act and any management plan prepared for the reserves by the Harbour Islands Kaitiaki Board.



- (2) The Director-General may, in performing the function under **subsection (1)**, do anything that he or she considers necessary for the management of the Harbour Islands reserves.

2.51 Modified application of certain provisions of Reserves Act 1977 in relation to Harbour Islands reserves

- (1) Section 41 of the Reserves Act 1977 applies in relation to the Harbour Islands reserves, except that—
- (a) instead of the requirements under section 41(1),—
 - (i) the Harbour Islands Kaitiaki Board must, within 24 months of becoming the administering body of the Harbour Islands reserves, prepare a management plan for the reserves; and
 - (ii) the Board must submit the management plan to the Minister and the chairperson of the Port Nicholson Block Settlement Trust for their approval; and
 - (b) the Minister and the chairperson of the Port Nicholson Block Settlement Trust may together extend the period specified in **paragraph (a)(i)**; and
 - (c) the Minister may not require the Board to review its management plan under section 41(4); and
 - (d) the following provisions do not apply:
 - (i) section 41(2) (Minister's power to extend the time within which the management plan must be submitted for approval);
 - (ii) section 41(6)(aa) (requirement to send copy of draft plan to designated officer);
 - (iii) section 41(7) (Minister's power to direct administering body to follow specified procedure if review of plan required under section 41(4));
 - (iv) section 41(15) (Minister's power to refuse to approve, or consent to, activity until plan approved).
- (2) Sections 42(1), 49, and 50 of the Reserves Act 1977 apply in relation to the Harbour Islands reserves as if references to the Minister were references to the Harbour Islands Kaitiaki Board.

- (3) Section 58 of the Reserves Act 1977 applies in relation to the Harbour Islands reserves, except that—
 - (a) section 58(a) and (d) do not apply; and
 - (b) the consent of the Minister is not required under section 58(b); and
 - (c) the parts of the reserves used as sites for residences on the commencement of this Act are to be treated as having been set apart as sites for residences under section 58(b).
- (4) Section 59A of the Reserves Act 1977 and Part 3B of the Conservation Act 1987 (as applied by that section) apply in relation to the Harbour Islands reserves as if—
 - (a) the reserves were vested in the Crown; and
 - (b) references to the Minister were references to the Harbour Islands Kaitiaki Board.
- (5) Despite section 78 of the Reserves Act 1977, the following money must be paid in accordance with the Public Finance Act 1989 into the Department's Departmental Bank Account and applied for the benefit of the Harbour Islands reserves:
 - (a) any rent, fee, royalty, or other amount received under a concession granted for a Harbour Islands reserve; and
 - (b) any other amount paid in accordance with the Reserves Act 1977 in respect of a Harbour Islands reserve.
- (6) Section 93 of the Reserves Act 1977 applies in relation to the Harbour Islands reserves, except that **officer** does not include any officer or employee of the Harbour Islands Kaitiaki Board.
- (7) Sections 94 to 105 and section 110 of the Reserves Act 1977 apply in relation to the Harbour Islands reserves as if references to the Commissioner or the administering body were references to the Director-General.

2.52 Certain provisions of Reserves Act 1977 do not apply in relation to Harbour Islands reserves

Sections 8(9) and (10), 15, 48, 48A, 58A, 59(2), 64, 74, 78, 79, 80, 81, 88, 89, 90, 113, 114, and 115 of the Reserves Act 1977 do not apply in relation to the Harbour Islands reserves.

2.53 Advice on conservation and other matters

The New Zealand Conservation Authority, the Wellington Conservation Board, the Minister, and the Director-General must consult with, and have regard to the views of, the Harbour Islands Kaitiaki Board in relation to each of the following matters to the extent the matter affects the Harbour Islands reserves:

- (a) conservation management:
- (b) conservation policy:
- (c) conservation documents:
- (d) annual business planning:
- (e) appointment of rangers.

2.54 Appointment of Harbour Islands Kaitiaki Board and other provisions that apply

The Harbour Islands Kaitiaki Board must be appointed in accordance with, and is subject to, the provisions set out in **Schedule 3**.

Subpart 5—General provisions relating to
vesting of cultural redress properties

2.55 Properties vest subject to, or together with, encumbrances

Each cultural redress property vests under **subpart 4** subject to, or together with, any encumbrances listed in relation to the property in **Schedule 2**.

2.56 Registration of ownership

- (1) This section applies to the fee simple estate in a cultural redress property vested in the trustees under **subpart 4**.
- (2) The Registrar-General must, on written application by an authorised person, comply with **subsections (3) and (4)**.
- (3) To the extent that a cultural redress property is all of the land contained in a computer freehold register, the Registrar-General must—
 - (a) register the trustees as the proprietors of the fee simple estate in the land; and

- (b) make any entries in the register, and do all other things, that are necessary to give effect to this Part and to Part 3 of the deed of settlement.
- (4) To the extent that a cultural redress 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 an application received from an authorised person,—
 - (a) create 1 or more computer freehold registers for the fee simple estate in the property in the names of the trustees; and
 - (b) enter on the register any encumbrances that are registered, notified, or notifiable and that are described in the application.
- (5) **Subsection (4)** applies subject to the completion of any survey necessary to create the 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 trustees and the Crown.
- (7) In **subsections (2) and (4)**, **authorised person** means a person authorised by—
 - (a) the chief executive of LINZ, in the case of 1 Thorndon Quay;
 - (b) the Secretary for Justice, in the case of—
 - (i) 81–87 Thorndon Quay;
 - (ii) the Waiwhetu Road site;
 - (iii) the former Wainuiomata College site;
 - (iv) the former Wainuiomata Intermediate School site;
 - (v) the urupā site;
 - (c) the Secretary for Education, in the case of the former Waiwhetu School site;
 - (d) the chief executive of Te Puni Kōkiri, in the case of the Pipitea Marae site;
 - (e) the Director-General, in all other cases.

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2.57 Application of Part 4A of Conservation Act 1987

- (1) The vesting of the fee simple estate in a cultural redress property under **subpart 4** 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)**,—
 - (a) section 24 of the Conservation Act 1987 does not apply to the vesting of a reserve site under **section 2.42(2), 2.43(2), 2.44(2), 2.45(2), 2.46(3), 2.47(4), or 2.48(2)**;
 - (b) Part 4A of the Conservation Act 1987 does not apply to the vesting of—
 - (i) the bed of Lake Kohangatera and the Lake Kohangatera esplanade land under **section 2.33(4)**; or
 - (ii) the bed of Lake Kohangapiripiri and the Lake Kohangapiripiri esplanade land under **section 2.34(5)**.
- (3) If the reservation, under **subpart 4**, of a reserve site is revoked in relation to all or part of the site, then the site's vesting referred to in **subsection (2)(a)** is no longer exempt from section 24 of the Conservation Act 1987 in relation to all or that part of the site, as the case may be.

2.58 Recording application of Part 4A of Conservation Act 1987 and sections of this Act

- (1) The Registrar-General must record on the computer freehold register for—
 - (a) a reserve site that the land is subject to Part 4A of the Conservation Act 1987, but that section 24 of that Act does not apply, and that the land is subject to **sections 2.57(3) and 2.61** of this Act; and
 - (b) the bed of Lake Kohangatera and the Lake Kohangatera esplanade land that Part 4A of the Conservation Act 1987 does not apply; and
 - (c) the bed of Lake Kohangapiripiri and the Lake Kohangapiripiri esplanade land that Part 4A of the Conservation Act 1987 does not apply; and



- (d) any other cultural redress property that the land is subject to Part 4A of the Conservation Act 1987.
- (2) A notification made under **subsection (1)** 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.
- (3) If the reservation, under **subpart 4**, of a reserve site 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 the computer freehold register for the site the notifications that—
 - (i) section 24 of the Conservation Act 1987 does not apply to the site; and
 - (ii) the site is subject to **sections 2.57(3) and 2.61** of this Act; or
 - (b) part of the site, then the Registrar-General must ensure that the notifications referred to in **paragraph (a)** remain only on the computer freehold register for the part of the site that remains a reserve.
- (4) The Registrar-General must comply with an application received in accordance with **subsection (3)(a)**.

2.59 Application of other enactments

- (1) Sections 24 and 25 of the Reserves Act 1977 do not apply to the revocation, under **subpart 4**, 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 4**; 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 4** 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.

2.60 Application of certain payments

The Minister of Conservation may direct that any intra-Crown payment for the following sites be paid and applied in the manner specified in section 82(1)(a) of the Reserves Act 1977:

- (a) the bed of Lake Kohangatera:
- (b) the bed of Lake Kohangapiripiri, except Section 1 SO 406979:
- (c) Wi Tako Scenic Reserve:
- (d) Point Dorset Recreation Reserve:
- (e) the Harbour Islands reserves, except the part of Matiu Scientific Reserve that is Section 3 SO 20946.

Provisions relating to reserve sites

2.61 Subsequent transfer of reserve land

- (1) This section applies to all, or the part, of a reserve site that, at any time after vesting in the trustees under **subpart 4**, remains a reserve under the Reserves Act 1977 (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 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.
- (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, 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) the written consent of the administering body of the reserve land; and
 - (d) any other document required for registration of the transfer instrument.
- (6) The new owners, from the time of registration under **subsection (4)**,—
- (a) are the administering body of the reserve land for the purposes of the Reserves Act 1977; and
 - (b) hold the reserve land for the same reserve purposes as it was held by the administering body immediately before the transfer.
- (7) Despite **subsections (1) and (2)**, this section does not apply to the transfer of the fee simple estate in 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.

2.61A Revocation of reservation of reserve site

If the reservation, under **subpart 4**, 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 of that Act, except subsection (2), does not apply to the revocation.



2.62 Trustees must not mortgage reserves

The registered proprietors of a reserve site must not mortgage, or give a security interest in, all or any part of the site that, at any time after vesting in the trustees under **subpart 4**, remains a reserve under the Reserves Act 1977.

2.63 Saving of bylaws, etc, in relation to reserve sites

- (1) This section applies to any bylaw, prohibition, permit, concession, or restriction on use or access that an administering body or the Minister made or granted under the Reserves Act 1977 or the Conservation Act 1987 in relation to a reserve site before the site vested in the trustees under **subpart 4**.
- (2) The bylaw, prohibition, permit, concession, or restriction on use or access remains in force until it expires or is revoked under the Reserves Act 1977 or the Conservation Act 1987.

2.63A Consequential repeal of enactments

The following enactments are repealed:

- (a) section 74 of the Reserves and Other Lands Disposal and Public Bodies Empowering Act 1923;
- (b) section 15 of the Maori Purposes Act 1969;
- (c) section 9 of the Maori Purposes Act 1974.

Subpart 6—Place names

2.64 Interpretation

In this subpart,—

new place name—

- (a) means a place name to which an existing place name is altered under **section 2.65(1)**; and
- (b) includes any alteration to a place name under **section 2.67**

New Zealand Geographic Board means the board established under section 3 of the New Zealand Geographic Board Act 1946.

2.65 New place names

- (1) Each existing place name specified in the first column of clause 5.13 of the deed of settlement (at the settlement date) is altered

to the new place name specified in the second column of that clause.

- (2) Except where this subpart expressly provides otherwise, the changes made under **subsection (1)** are to be treated as having been made—
 - (a) with the approval of the New Zealand Geographic Board; and
 - (b) in accordance with any enactment that applies to altering place names.

2.66 Publication of notice of new place names

- (1) The New Zealand Geographic Board must, as soon as practicable after the settlement date, publish a notice in the *Gazette*—
 - (a) specifying each new place name and its location and the existing place name being altered; and
 - (b) stating that the New Zealand Geographic Board may alter the new place names or their locations in accordance with **section 2.67**.
- (2) The New Zealand Geographic Board must, as soon as practicable after publication of the notice under **subsection (1)**, ensure that a copy of the notice is published in accordance with any enactment that applies to altering place names.
- (3) A copy of the *Gazette* notice published under **subsection (1)** is conclusive evidence that the new place names were altered on the date of the *Gazette* notice.

2.67 Alteration of new place names

- (1) Despite the provisions of any enactment that applies to altering place names, the New Zealand Geographic Board may, with the consent of the trustees, alter any new place name or its location.
- (2) **Section 2.66** applies, with any necessary modifications, to an alteration made under **subsection (1)**.

2.68 When new place name takes effect

Place names altered under **section 2.65 or 2.67** take effect on the date of the *Gazette* notice published under **section 2.66(1)**.

Part 3 Commercial redress

Subpart 1—Transfer of deferred selection properties

3.1 The Crown may transfer properties

- (1) To give effect to Part 6 of the deed of settlement, and Part 4 of the provisions schedule of the deed of settlement, the Crown (acting by and through the chief executive of the land holding agency or, in respect of land held under the Land Act 1948, the Commissioner of Crown Lands) is authorised to do 1 or both of the following:
 - (a) transfer the fee simple estate in a deferred selection property to the trustees:
 - (b) sign a transfer instrument or other document, or do any other thing to effect the transfer.
- (2) As soon as is reasonably practicable after the actual deferred settlement date for a deferred selection property, the chief executive of the land holding agency or, in respect of land held under the Land Act 1948, the Commissioner of Crown Lands must provide written notification of that date to the chief executive of LINZ for the purposes of **section 1.12**.

3.2 Registrar-General to create computer freehold register

- (1) This section applies to a deferred selection property to the extent that it 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.
- (2) The Registrar-General must, in accordance with a written application by an authorised person, and after completion of any necessary survey, create a computer freehold register in the name of the Crown—
 - (a) subject to, and together with, any encumbrances that are registered, notified, or notifiable and that are described in the written application; but
 - (b) without any statement of purpose.
- (3) The authorised person may grant a covenant to arrange for the later creation of a computer freehold register for a deferred selection property.

- (4) Despite the Land Transfer Act 1952,—
- (a) the authorised person may request the Registrar-General to register a covenant (as referred to in **subsection (3)**) under the Land Transfer Act 1952 by creating a computer interest register; and
 - (b) the Registrar-General must register the covenant in accordance with **paragraph (a)**.
- (5) In this section, **authorised person** means a person authorised by the chief executive of the land holding agency for the deferred selection property.

3.3 Application of other enactments

- (1) Section 11 and Part 10 of the Resource Management Act 1991 do not apply to—
- (a) the transfer to the trustees of a deferred selection property; or
 - (b) any matter incidental to, or required for the purpose of, that transfer.
- (2) The transfer of a deferred selection property to the trustees 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 a deferred selection property to the trustees 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 3.1**, the Crown is not required to comply with any other enactment that would otherwise regulate or apply to the transfer of a 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, or Part 4 of the provisions schedule of the deed of settlement, in relation to the transfer of a deferred selection property.



Subpart 2—Trustees' right of first refusal in
relation to RFR land

Interpretation

3.4 Interpretation

In this subpart and **Schedule 4**, unless the context requires another meaning,—

dispose of, in relation to RFR land,—

- (a) means to—
 - (i) transfer or vest the fee simple estate in the land;
or
 - (ii) grant a lease of the land for a term that is, or
will be (if any rights of renewal or extension are
exercised under the lease), for 50 years or longer;
but
- (b) to avoid doubt, does not include to—
 - (i) mortgage, or give a security interest in, the land;
or
 - (ii) grant an easement over the land; or
 - (iii) consent to an assignment of a lease, or to a sub-
lease, of the land; or
 - (iv) remove an improvement, fixture, or fitting from
the land

expiry date, in relation to an offer, means its expiry date under
sections 3.7(a) and 3.8

notice means a notice under this subpart

offer means an offer, made in accordance with **section 3.7**,
by an RFR landowner to dispose of RFR land to the trustees

public work has the meaning given to it in section 2 of the
Public Works Act 1981

RFR land has the meaning given to it in **section 3.5**

RFR land schedule means the RFR land schedule of the deed
of settlement

RFR landowner, in relation to RFR land,—

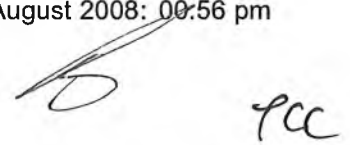
- (a) means the Crown, if the land is vested in the Crown or
the Crown holds the fee simple estate in the land; and
- (b) means a Crown body, if the body holds the fee simple
estate in the land; and

- (c) includes a local authority to whom RFR land has been disposed of under **section 3.17(1)**

RFR period means the period of 100 years from the settlement date.

3.5 Meaning of RFR land

- (1) In this subpart, **RFR land** means—
- (a) land described in the RFR land schedule at the date of the deed of settlement if, on the settlement date,—
 - (i) the land is vested in the Crown or the Crown holds the fee simple estate in the land; or
 - (ii) a Crown body holds the fee simple estate in the land; and
 - (b) land added to the RFR land schedule by an amendment to the deed of settlement if, on the date of the amendment or the settlement date (whichever is later),—
 - (i) the land is vested in the Crown or the Crown holds the fee simple estate in the land; or
 - (ii) a Crown body holds the fee simple estate in the land and has consented in writing to the land becoming RFR land; and
 - (c) land obtained in exchange for a disposal of RFR land under **section 3.16(1)(c) or (d) or 3.18(1)(a) or (c)**.
- (2) However, land ceases to be RFR land when any of the following things happen:
- (a) the RFR landowner transfers the fee simple estate in the land to—
 - (i) the trustees (for example, under **section 3.10**); or
 - (ii) any other person (including the Crown or a Crown body) under **section 3.6(b)**; or
 - (b) the RFR landowner transfers or vests the fee simple estate in the land to or in a person other than the Crown or a Crown body under any of **sections 3.13 to 3.16 or 3.18 to 3.22** or any of the things referred to in **section 3.23(1)**; or
 - (c) the RFR period ends.



Restrictions on disposal of RFR land

3.6 Restrictions on disposal of RFR land

An RFR landowner must not dispose of RFR land to a person other than the trustees unless the land is disposed of—

- (a) under any of **sections 3.12 to 3.22** or any of the things referred to in **section 3.23(1)**; or
- (b) within 2 years after the expiry date of an offer by the RFR landowner to dispose of the land to the trustees if the offer was—
 - (i) made in accordance with **section 3.7**; and
 - (ii) on terms that were the same as, or more favourable to the trustees than, the terms of the disposal to the person; and
 - (iii) not withdrawn under **section 3.9**; and
 - (iv) not accepted under **section 3.10**.

Trustees' right of first refusal

3.7 Requirements for offer

An offer by an RFR landowner to dispose of RFR land to the trustees must be by notice to the trustees, incorporating—

- (a) the terms of the offer, including its expiry date; and
- (b) a legal description of the land, including any encumbrances affecting it; 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.

3.8 Expiry date of offer

- (1) The expiry date of an offer must be at least 1 month after the trustees receive notice of the offer.
- (2) However, the expiry date of an offer may be at least 10 business days after the trustees receive notice of the offer if—
 - (a) the trustees received an earlier offer to dispose of the land; and
 - (b) the expiry date of the earlier offer was not more than 6 months before the expiry date of the later offer; and
 - (c) the earlier offer was not withdrawn.

3.9 Withdrawal of offer

The RFR landowner may, by notice to the trustees, withdraw an offer at any time before it is accepted.

3.10 Acceptance of offer

- (1) The trustees 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.

3.11 Formation of contract

- (1) If the trustees accept 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.
- (2) The terms of the contract may be varied by written agreement between the landowner and the trustees.

*Disposals to others***3.12 Disposals to the Crown or Crown bodies**

An RFR landowner may dispose of RFR land to—

- (a) the Crown; or
- (b) a Crown body.

3.13 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.

3.14 Disposals in accordance with legal or equitable obligation

An RFR landowner may dispose of RFR land in accordance with—

- (a) a legal or 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, endowment, or trust relating to the land.

3.15 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 206 of the Education Act 1989; or
- (c) section 355(3), 355AA, or 355AB of the Resource Management Act 1991.

3.16 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.

3.17 Disposals of existing public works

- (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 in section 2 of the Public Works Act 1981).
- (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.

3.18 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 26 or 26A of the Reserves Act 1977; or
- (c) section 16A or 24E of the Conservation Act 1987.

3.19 Disposals for charitable purposes

An RFR landowner may dispose of RFR land as a gift for charitable purposes.

3.20 Disposals to tenants

The Crown may dispose of RFR land—

- (a) that was held on the settlement date for education purposes to a person who, immediately before the disposal, is a tenant of the land or all or part of a building on the land; or
- (b) under section 67 of the Land Act 1948, if the disposal is to a lessee under a lease of the land granted—
 - (i) before the settlement date; or
 - (ii) on or after the settlement date as a renewal of a lease granted before the settlement date; or
- (c) under section 93(4) of the Land Act 1948.

3.21 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 Minister of Housing has given notice to the trustees that, in the Minister's opinion, the disposal is to achieve, or assist in achieving, the Crown's social objectives in relation to housing or services related to housing.

3.22 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 Disabil-

ity 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 that, in the Minister's opinion, the disposal is to achieve, or assist in achieving, the district health board's objectives.

3.23 RFR landowner's obligations under this subpart

- (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, in the case of a Crown body, the obligations apply despite the purpose, functions, or objectives of the Crown body; and
 - (b) any encumbrance, or legal or equitable obligation,—
 - (i) that prevents or limits an RFR landowner's disposal of RFR land to the trustees; 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.
- (3) This subpart does not limit any of the things referred to in **subsection (1)**.

Notices

3.24 Notice to trustees of disposals of RFR land to others

- (1) An RFR landowner must give the trustees notice of the disposal of RFR land by the landowner to a person other than the trustees.
- (2) The notice must be given at least 20 business days before the disposal.
- (3) The notice must—
 - (a) include a legal description of the land, including any encumbrances affecting it; and
 - (b) include 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 3.6**;
and
- (e) include a copy of any written contract for the disposal.

3.25 Notice of land ceasing to be RFR land

- (1) This section applies if land is to cease being RFR land because—
 - (a) the RFR landowner is to transfer the fee simple estate in the land to—
 - (i) the trustees (for example, under **section 3.10**);
or
 - (ii) any other person (including the Crown or a Crown body) under **section 3.6(b)**; or
 - (b) the RFR landowner is to transfer or vest the fee simple estate in the land to or in a person other than the Crown or a Crown body under any of **sections 3.13 to 3.16 or 3.18 to 3.22** or any of the things referred to in **section 3.23(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) include a legal description of the land; and
 - (b) specify the details of the transfer or vesting of the land.

3.26 Notice requirements

Schedule 4 applies to notices given under this subpart by or to—

- (a) an RFR landowner; or
- (b) the trustees.

Memorials for RFR land

3.27 Recording memorials on computer registers for RFR land

- (1) The chief executive of LINZ must issue to the Registrar-General certificates that identify—
 - (a) the RFR land for which there is a computer register on the settlement date; and

- (b) the RFR land for which a computer register is first created after the settlement date; and
 - (c) land, for which there is a computer register, that becomes RFR land after the settlement date.
- (1A) The certificate must be issued as soon as is reasonably practicable after—
- (a) the settlement date, in the case of RFR land for which there is a computer register on the settlement date; or
 - (b) the land becomes RFR land or a computer register is first created for the RFR land, in any other case.
- (2) Each certificate must state that it is issued under this section.
- (3) The chief executive must provide a copy of each certificate to the trustees as soon as is reasonably practicable after issuing the certificate.
- (4) The Registrar-General must, as soon as is reasonably practicable after receiving a certificate issued under this section, record on the computer register for the RFR land identified in the certificate that the land is—
- (a) RFR land as defined in **section 3.5** of this Act; and
 - (b) subject to this subpart of this Act (which restricts disposal, including leasing, of the land).

3.28 [Deleted]
[Deleted].

3.29 Removal of memorials when land to be transferred or vested

- (1) The chief executive of LINZ must, as soon as is reasonably practicable after receiving a notice under **section 3.25** that land is to cease being RFR land, issue to the Registrar-General a certificate that—
- (a) identifies each allotment of that land that is contained in a computer register that has a memorial recorded on it under **section 3.27**; 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 as soon as is reasonably practicable after issuing the certificate.
- (3) If the Registrar-General receives a certificate issued under this section before registering the transfer or vesting of RFR land described in the certificate, the Registrar-General must, immediately before registering the transfer or vesting, remove a memorial recorded under **section 3.27** from any computer register for the land.
- (4) If the Registrar-General receives a certificate issued under this section after registering the transfer or vesting of RFR land described in the certificate, the Registrar-General must, as soon as is reasonably practicable, remove a memorial recorded under **section 3.27** from any computer register for the land.

3.29A 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, issue to the Registrar-General a certificate that—
 - (a) identifies each allotment of land that is contained in a computer register that still has a memorial recorded on it under **section 3.27**; and
 - (b) states that it is issued under this section.
- (2) The chief executive must provide a copy of each certificate to the trustees 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 3.27** from any computer register for the land identified in the certificate.

General provisions

3.30 Time limits must be strictly complied with

The time limits specified in **sections 3.6 and 3.10** must be strictly complied with.

 Jcc

3.31 Waiver and variation

- (1) The trustees may, by notice to an RFR landowner, waive any or all of the rights the trustees have in relation to the landowner under this subpart.
- (2) The trustees 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 agreement under this section is on the terms, and applies for the period, specified in it.

3.32 [Deleted]
[Deleted].

3.33 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.

Schedule 1
Statutory areas

s 1.5

Statutory area	Location
Kaiwharawhara Stream	As shown on SO 408069
Coastal marine area	As shown on SO 408070
Hutt River	As shown on SO 408071
Waiwhetu Stream	As shown on SO 408072
Wellington Harbour	As shown on SO 408073
Riverside Drive marginal strip	As shown on SO 408074
Seaview marginal strip	As shown on SO 408075
Government Buildings Historic Reserve	As shown on SO 408076
Turnbull House Historic Reserve	As shown on SO 408077
Rimutaka Forest Park	As shown on SO 408079
Wainuiomata Scenic Reserve	As shown on SO 408080
Turakirae Head Scientific Reserve	As shown on SO 408081
Kelburn Local Purposes (Community and Administrative Buildings) Reserve	As shown on SO 408078



Schedule 2

ss 2.23, 2.55

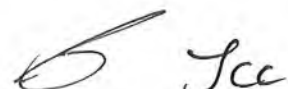
Cultural redress properties

All cultural redress properties are in the Wellington Land District.

Part 1

Sites vest in fee simple

Name of site	Description	Encumbrances
1 Thorndon Quay	0.0564 hectares, more or less, being Section 1 SO 35738. All computer freehold register WN36D/521.	Subject to an unregistered lease dated 2 August 2006 to Counselling & Psychotherapy Associates Limited. Subject to an unregistered lease dated 23 August 2007 to Babystar Holdings Limited. Subject to an unregistered renewal of lease dated 15 December 2006 to Rail and Maritime Transport Union Incorporated, renewing a lease dated 21 December 2000. Subject to an unregistered renewal of lease dated 19 June 2006 to Jumbani Investments Limited, renewing a lease dated 17 June 2003. Subject to an outdoor billboard agreement dated 30 September 2004 to (now) Isite Limited. Subject to section 3 of the Petroleum Act 1937, section 8 of the Atomic Energy Act 1945, sections 6 and 8 of the Mining Act 1971, and sections 5 and 261 of the Coal Mines Act 1979.

 See

Part 1—*continued*

Name of site	Description	Encumbrances
81–87 Thorndon Quay	0.0871 hectares, more or less, being Part Lots 7 and 8 Plan A/1064 and Part Subdivision 9 Pipitea Pa. All computer freehold register WN42C/243.	Subject to an unregistered lease dated 3 November 2006 to Venture Realty Limited.
Waiwhetu Road site	0.1311 hectares, more or less, being Section 1 SO 406939. All GN B601539.1.	Subject to an easement in gross in favour of (now) Vector Limited for a right to erect and maintain an electric substation and a right to convey electricity, created by transfer 890090.2.
Former Wainuiomata College site	7.6897 hectares, more or less, being Part Lot 1 DP 20910. All computer freehold register 45698.	Subject to unregistered lease to Te Runanganui o Taranaki Whānui ki Te Upoko o Te Ika a Maui Association Incorporated.
Former Wainuiomata Intermediate School site	4.0288 hectares, more or less, being Lots 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, and 38 DP 21094. All computer freehold register 45705.	Subject to unregistered lease to Te Runanganui o Taranaki Whānui ki Te Upoko o Te Ika a Maui Association Incorporated. Together with water rights created by transfers 271704 and 329019.
Former Waiwhetu School site	1.6221 hectares, more or less, being Lot 2 DP 319038. All computer freehold register 74499.	Subject to a right to drain sewage in gross in favour of Hutt City Council, created by easement instrument 5853747.4. Subject to a water drainage right, created by easement instrument 5853747.3, which is subject to section 243(a) of the Resource Management Act 1991. Subject to certificates K43519, K43518, and 495447, under section 26 of the Housing Act

Part 1—*continued*

Name of site	Description	Encumbrances
Pipitea Marae site	0.3564 hectares, more or less, being Section 1 SO 406983. All computer freehold register WN16A/350, part document K25892, and balance computer freehold register WN401/66.	1955, that pipelines for the passage of sewage or sanitary sewage pass through the land. Subject to any rights of the Ngati Poneke Maori Association Incorporated.

Part 2

Sites vest in fee simple to be administered
as Maori reservations

Name of site	Description	Encumbrances
Dendroglyph site	0.0507 hectares, more or less, being Sections 1 and 2 SO 406982. Part computer freehold register WN41A/384.	Together with the right of way easement referred to in section 2.31(6) .
Urupā site	3.9377 hectares, more or less, being Section 1 SO 407043. Part computer freehold register WN37A/957.	Subject to the right of way easement referred to in section 2.32(4) . Subject to the memorandum of encumbrance referred to in section 2.32(4) . Subject to section 11 of the Crown Minerals Act 1991.

Part 3
Sites vest in fee simple subject to
conservation covenant

Name of site	Description	Encumbrances
Bed of Lake Kohangatera and the Lake Kohangatera esplanade land	<p><i>Bed of Lake Kohangatera</i> 33.0622 hectares, more or less, being Section 2 SO 409042, but excluding the Crown stratum (as defined in section 2.23(2)). Part GN 911916.1.</p> <p><i>Lake Kohangatera esplanade land</i> 7.8000 hectares, more or less, being Lot 11 DP 53891.</p>	Subject to the conservation covenant referred to in section 2.33(6) .
Bed of Lake Kohangapiripiri and the Lake Kohangapiripiri esplanade land	<p><i>Bed of Lake Kohangapiripiri</i> 8.7900 hectares, more or less, being Lot 9 DP 53891, but excluding the Crown stratum (as defined in section 2.23(2)). Part GN 911916.1.</p> <p>3.5141 hectares, more or less, being Section 1 SO 406979, but excluding the Crown stratum (as defined in section 2.23(2)). Part computer freehold register WND1/1106.</p> <p><i>Lake Kohangapiripiri esplanade land</i> 3.2500 hectares, more or less, being Lot 10 DP 53891.</p>	Subject to the conservation covenant referred to in section 2.33(6) .

Part 4

Sites vest in fee simple to be administered as
scenic, recreation, or local purpose reserves

Name of site	Description	Encumbrances
Wi Tako Scenic Reserve	59.2230 hectares, more or less, being Section 1 SO 34638. All GN B152032.2.	Subject to an easement in gross, in favour of (now) UnitedNetworks Limited, for a right to lay and maintain an electric power supply cable, created by transfer B300767.1.
Point Dorset Recreation Reserve	8.4490 hectares, more or less, being Sections 1, 2, 3, and 4 SO 38155. All GN B801376.1.	
Korokoro Gateway site	5.1300 hectares, more or less, being Section 1 SO 407772.	Subject to an unregistered licence to occupy dated 9 October 1959 in favour of the Wellington Water Ski Club Incorporated. Subject to an informal right to convey water in favour of Wellington Regional Council.


Part 5

Harbour Islands reserves vest in fee simple
to be administered as scientific or historic
reserves

Name of site	Description	Encumbrances
Makaro Scientific Reserve	1.7000 hectares, more or less, being Section 1 SO 36220. All <i>Gazette</i> 1997 page 3872.	
Mokopuna Scientific Reserve	0.7992 hectares, more or less, being Section 1 SO 20946. All <i>Gazette</i> 1997 page 3872.	

Part 5—*continued*

Name of site	Description	Encumbrances
Matiu Scientific Reserve	22.5459 hectares, more or less, being Section 2 SO 406882. Part <i>Gazette</i> 1998 page 3416. 0.3465 hectares, more or less, being Section 3 SO 20946. Part GN B731787.2.	Subject to the lease referred to in section 2.47(7) .
Matiu Historic Reserve	2.3423 hectares, more or less, being Section 1 SO 406882. All <i>Gazette</i> 1998 page 3416.	


Jcc

Schedule 3

ss 2.49, 2.50, 2.54

**Provisions applying to Harbour Islands
Kaitiaki Board**

Sections 31 to 34 of Reserves Act 1977

- 1 Sections 31 to 34 of Reserves Act 1977 apply**
- (1) Sections 31 to 34 of the Reserves Act 1977 apply to the Harbour Islands Kaitiaki Board as if it were a Board appointed under section 30(1) of that Act, except as provided in this Schedule.
- (2) However,—
- (a) the Minister of Conservation may not, under section 31(c) of the Reserves Act 1977, remove from office a member of the Board appointed by the trustees; and
- (b) section 32(1), (2), (5), (7), and (10) of the Reserves Act 1977 do not apply to meetings of the Board.

Membership of Board

- 2 Appointment of members of Board**
- (1) The Minister and the trustees must appoint the members of the Harbour Islands Kaitiaki Board in accordance with **clause 3**.
- (2) Each member appointed by the Minister must be appointed by notice in the *Gazette*.
- (3) Each member appointed by the Harbour Islands Kaitiaki Board must be appointed by notice in a daily or other newspaper circulating in Wellington.
- 3 Number of members of Board**
- (1) The Harbour Islands Kaitiaki Board must consist of—
- (a) 3 members appointed by the Minister, on the nomination of the Director-General:
- (b) 3 members appointed by the trustees.
- (2) The trustees must appoint, as the chairperson of the Board, 1 of the members it appointed to the Board.

Procedure of Board

4 Meetings of Board

- (1) The Harbour Islands Kaitiaki Board may regulate its own procedure, except as provided in this schedule.
- (2) The first meeting of the Harbour Islands Kaitiaki Board must be held not later than 2 months after the date that its final member is appointed by notice under **clause 2(2) or (3)**.
- (3) Unless the members of the Harbour Islands Kaitiaki Board agree otherwise—
 - (a) the Board must meet at least twice a year; and
 - (b) members each have 1 ordinary vote; and
 - (c) the chairperson does not have a casting vote.

5 Vacancy in membership of Board

An act or proceeding of the Harbour Islands Kaitiaki Board is not invalid only because fewer than 6 members have been appointed to the Board.

Dispute resolution procedure for Board

6 Disputes to be referred to Minister and chairperson of Port Nicholson Block Settlement Trust

- (1) Any dispute between members of the Harbour Islands Kaitiaki Board relating to the exercise of powers or the performance of functions by the Board must be referred to the Minister and the chairperson of the Port Nicholson Block Settlement Trust for resolution.
- (2) A decision of the Minister and the chairperson of the Port Nicholson Block Settlement Trust in resolution of a dispute referred to them is final.

Public Audit Act 2001 applies to Board

7 Public Audit Act 2001 applies

The Harbour Islands Kaitiaki Board is a public entity as defined in section 4 of the Public Audit Act 2001 and, in accordance with that Act, the Auditor-General is its auditor.

Schedule 4

s 3.26

Notices in relation to RFR land

Requirements for giving notice

- 1 A notice by or to an RFR landowner, or the trustees, under **subpart 2 of Part 3** must be—
 - (a) in writing and signed by—
 - (i) the person giving it; or
 - (ii) at least 2 of the trustees, in the case of 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 deed of settlement, in the case of a notice to the trustees; or
 - (ii) specified by the RFR landowner in an offer made under **section 3.7**, or specified in a later notice given to the trustees, in the case of a notice by the trustees to an RFR landowner; and
 - (iii) of the national office of LINZ, in the case of a notice given to the chief executive of LINZ under **section 3.25**; 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.

Time when notice received

- 2 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.
- 3 However, a notice is to be treated as having been received on the next business day if, under **clause 2**, it would be treated as having been received—
 - (a) after 5 pm on a business day; or
 - (b) on a day that is not a business day.

TARANAKI WHĀNUI KI TE UPOKO O TE IKA
and
THE PORT NICHOLSON BLOCK SETTLEMENT TRUST
and
THE SOVEREIGN
in right of New Zealand

**DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**



TABLE OF CONTENTS

1	PROTOCOLS	102
2	STATEMENTS OF ASSOCIATION	148
3	DEED OF RECOGNITION	152
4	ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES	158
5	LETTERS OF ENGAGEMENT	220
6	ARCHITECTURAL PLAN IN RELATION TO TE PAPA RFR LAND ...	227
7	AREA OF INTEREST	229
8	SO PLANS.....	231
9	DRAFT BILL.....	232



1 PROTOCOLS



1 PROTOCOLS: DOC PROTOCOL

**A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF CONSERVATION
REGARDING DEPARTMENT OF CONSERVATION/ TARANAKI WHĀNUI KI TE UPOKO O TE
IKA INTERACTION ON SPECIFIED ISSUES**

1 INTRODUCTION

- 1.1 Under the Deed of Settlement dated [] between Taranaki Whānui ki Te Upoko o Te Ika and the Crown (the “Deed of Settlement”), the Crown agreed that the Minister of Conservation (the “Minister”) would issue a Protocol (“the Protocol”) setting out the manner in which the Department of Conservation (“the Department”) will interact with the Taranaki Whānui ki Te Upoko o Te Ika governance entity (“the governance entity”) in relation to matters specified in the Protocol. These matters are:
- 1.1.1 Purpose of the Protocol – Part 2
 - 1.1.2 DOC Protocol Area – Part 3
 - 1.1.3 Terms of Issue – Part 4
 - 1.1.4 Implementation and Communication – Part 5
 - 1.1.5 Annual Meeting with the Director-General of Conservation – Part 6
 - 1.1.6 Business Planning – Part 7
 - 1.1.7 Cultural Materials – Part 8
 - 1.1.8 Historic Resources - Wāhi Tapu – Part 9
 - 1.1.9 Natural Heritage – Part 10
 - 1.1.10 Marine Mammals – Part 11
 - 1.1.11 Species Management – Part 12
 - 1.1.12 Freshwater Fisheries – Part 13
 - 1.1.13 Marine Reserves – Part 14
 - 1.1.14 Pest Control – Part 15
 - 1.1.15 Resource Management Act 1991 – Part 16
 - 1.1.16 Visitor and Public Information – Part 17
 - 1.1.17 Concession Applications – Part 18

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

1 PROTOCOLS: DOC PROTOCOL

- 1.1.18 Place Names – Part 19
- 1.1.19 Statutory Land Management – Part 20
- 1.1.20 Consultation – Part 21
- 1.1.21 Contracting for Services – Part 22
- 1.1.22 Protocol Review.
- 1.2 The governance entity describes its association with natural resources as inclusive of mana atua (its spiritual and cultural connection with the land), mana whenua (its land as an economic base) and mana tangata (its social organisation on the land).
- 1.3 The governance entity has a responsibility in relation to the preservation, protection and management of natural and historic resources in the protocol area as kaitiaki under tikanga Māori, to preserve, protect, and manage natural and historic resources within the DOC Protocol Area. The Department acknowledges this kaitiakitanga role and the burden of maintaining that role.
- 1.4 When the Department requests cultural and/or spiritual practices to be undertaken by Taranaki Whānui ki Te Upoko o Te Ika within the DOC Protocol Area the Department will make a contribution, subject to prior mutual agreement, to the costs of undertaking such practices.
- 1.5 Both the Department and governance entity are committed to establishing and maintaining a positive and collaborative relationship that gives effect to the principles of the Treaty of Waitangi as provided for in section 4 of the Conservation Act 1987. Those principles provide the basis for an ongoing relationship between the parties to the Protocol to achieve over time the conservation policies, actions and outcomes sought by both the governance entity and the Department.
- 1.6 The purpose of the Conservation Act 1987 is to enable the Department “to manage for conservation purposes, all land, and all other natural and historic resources” under that Act and to administer the statutes in the First Schedule to the Act (together, the “Conservation Legislation”). The Minister and Director-General, or their delegates, are required to exercise particular functions, powers and duties under that legislation.
- 1.7 A primary function of the Department is to manage for conservation purposes various lands, and natural and historic resources. As part of this, one of the Department’s key aims is conserving the full range of New Zealand’s ecosystems, maintaining or restoring the ecological integrity of managed sites, and ensuring the survival of threatened species, in particular those most at risk of extinction.

2 PURPOSE OF THE PROTOCOL

- 2.1 The purpose of this Protocol is to assist the Department and the governance entity to exercise their respective responsibilities with the utmost co-operation to achieve over time the conservation policies, actions and outcomes sought by both.



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1 PROTOCOLS: DOC PROTOCOL

- 2.2 This Protocol sets out a framework that enables the Department and the governance entity to establish a constructive working relationship that gives effect to section 4 of the Conservation Act. It provides for the governance entity to have meaningful input into certain policy, planning and decision-making processes in the Department's management of Crown conservation lands and fulfilment of statutory responsibilities within the DOC Protocol Area.

3 PROTOCOL AREA

- 3.1 The Protocol applies across the DOC Protocol Area which means the area identified in the map included in Attachment A of this Protocol.

4 TERMS OF ISSUE

- 4.1 This Protocol is issued pursuant to section [] of the Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) Claims Settlement Act [] (the "Settlement Legislation") and clause 5.3.1 of the Deed of Settlement. The provisions of the Settlement Legislation and the Deed of Settlement specifying the terms on which this Protocol is issued are set out in Attachment B of the Protocol.

5 IMPLEMENTATION AND COMMUNICATION

- 5.1 The Department shall establish and maintain effective and efficient communications with the governance entity on a continuing basis by:
- 5.1.1 maintaining information on the governance entity's office holders, and their addresses and contact details;
 - 5.1.2 appointing the Poneke Area Office Manager as the primary departmental contact for the governance entity who will act as a liaison person with other departmental staff;
 - 5.1.3 providing for the governance entity to meet with key members of the Department's Head Office three times a year, unless otherwise agreed;
 - 5.1.4 providing reasonable opportunities for the governance entity to meet with departmental managers and staff;
 - 5.1.5 holding alternate meetings at the Area Office and a governance entity marae or other venue chosen by the governance entity to discuss issues that may have arisen every six months, unless otherwise agreed. The parties may also, led by the governance entity, arrange for an annual report back to the affiliate iwi and hapu of the governance entity in relation to any matter associated with the implementation of this Protocol; and
 - 5.1.6 training relevant staff and briefing Conservation Board members on the content of the Protocol.
- 5.2 The Department and the governance entity shall, where relevant, inform conservation stakeholders about this Protocol and the Taranaki Whānui ki Te Upoko o Te Ika settlement and provide ongoing information as required.

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1 PROTOCOLS: DOC PROTOCOL

- 5.3 The Department shall advise the governance entity of any departmental policy directions and the receipt of any research reports relating to matters of interest to Taranaki Whānui ki Te Upoko o Te Ika within the DOC Protocol Area, and provide copies of such documents to the governance entity to study those reports.
- 5.4 The Department shall invite the governance entity to participate in specific departmental projects, including education, volunteer and conservation events that may be of interest to Taranaki Whānui ki Te Upoko o Te Ika.

6 DIRECTOR-GENERAL OF CONSERVATION

- 6.1 In recognition that the Head Office of the Department is situated in the rohe of Taranaki Whānui ki Te Upoko o Te Ika, the Director-General of Conservation will meet with the governance entity on an annual basis to discuss the relationship between the Department and the governance entity.

7 BUSINESS PLANNING

- 7.1 The Department's annual business planning process determines the Department's conservation work priorities.
- 7.2 The Poneke Area Office Manager will meet with the governance entity on a regular basis to present a synopsis of the Department's proposed work programme as it relates to the DOC Protocol Area.
- 7.3 The Department shall provide opportunities for the governance entity to be involved in any relevant Conservation Management Strategy reviews or Management Plans, within the DOC Protocol Area.
- 7.4 The process for the governance entity to identify and/or develop specific projects for consideration by the Department is as follows:
- 7.4.1 the Department and the governance entity will on an annual basis identify priorities for undertaking specific projects requested by the governance entity. The identified priorities for the upcoming business year will be taken forward by the Department into its business planning process and considered along with other priorities;
 - 7.4.2 the decision on whether any specific projects will be funded in any business year will be made by the General Manager Operations (Northern) and Wellington Conservator after following the co-operative processes set out above;
 - 7.4.3 if the Department decides to proceed with a specific project requested by the governance entity, the governance entity and the Department may meet again to finalise a work plan, timetable and funding before implementation of the specific project in that business year, in accordance with the resources which have been allocated in the business plan; and
 - 7.4.4 if the Department decides not to proceed with a specific project it will communicate to the governance entity the factors that were taken into account in reaching that decision.

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1 PROTOCOLS: DOC PROTOCOL

7.5 The Department will approach the governance entity with potential departmental projects in the DOC Protocol Area to seek the governance entity's views on those projects, and to discuss if the governance entity would wish to be involved in or to contribute to those projects.

8 CULTURAL MATERIALS

8.1 For the purpose of this Protocol, cultural materials are plants, plant materials, and materials derived from animals, marine mammals or birds for which the Department is responsible within the DOC Protocol Area and which are important to the governance entity in maintaining and expressing its cultural values and practices.

8.2 Current legislation means that generally some form of concession or permit is required for any gathering and possession of cultural materials.

8.3 In relation to cultural materials, the Minister and/or Director-General shall:

8.3.1 consider and, where appropriate, approve, reasonable requests from the governance entity for access to and use of cultural materials within the DOC Protocol Area when required for cultural purposes, in accordance with the relevant legislation;

8.3.2 consult the governance entity when a request is received from any person or entity for the use of cultural materials;

8.3.3 agree, where appropriate, for the governance entity to have access to cultural materials which become available as a result of departmental operations such as track maintenance or clearance, or culling of species, or where materials become available as a result of accidental death or otherwise through natural causes;

8.3.4 assist, as far as reasonably practicable, the governance entity to obtain plant stock for propagation to reduce the need for plants to be gathered from land administered by the Department and to provide advice to the governance entity in the establishment of its own cultivation areas; and

8.3.5 provide, as far as reasonably practicable, ongoing advice to the governance entity for the management and propagation of the plant stock.

8.4 The Department and the governance entity shall discuss the development of procedures for monitoring levels of use of cultural materials in accordance with the relevant legislation and appropriate tikanga.

9 HISTORIC RESOURCES – WĀHI TAPU

9.1 The governance entity consider that their wāhi tapu and other places of cultural heritage significance are taonga (priceless treasures), and the Department will respect the great significance of these taonga by fulfilling the obligations contained in this clause of the Protocol.



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1 PROTOCOLS: DOC PROTOCOL

- 9.2 The Department has a statutory role to conserve historic resources in protected areas and shall endeavour to do this for sites of significance to the governance entity in association with the governance entity and according to tikanga.
- 9.3 The Department accepts that non-disclosure of locations of places known to the governance entity may be an option that the governance entity chooses to take to preserve the wāhi tapu nature of places. There may be situations where the governance entity will ask the Department to treat information it provides on wāhi tapu sites in a confidential way.
- 9.4 The Department and the governance entity shall work together to establish processes for dealing with information on wāhi tapu sites in a way that recognises both the management challenges that confidentiality can present and provides for the requirements of the governance entity.
- 9.5 The Department shall work with the governance entity at the Area Office level to respect Taranaki Whānui ki Te Upoko o Te Ika values attached to identified wāhi tapu and other places of significance on lands administered by the Department by:
- 9.5.1 discussing with the governance entity, by the end of the second year of this Protocol being issued and on a continuing basis, practical ways in which Taranaki Whānui ki Te Upoko o Te Ika can exercise kaitiakitanga over ancestral lands, natural and historic resources and other taonga managed by the Department within the DOC Protocol Area;
 - 9.5.2 managing sites of historic significance to the governance entity according to standards of conservation practice which care for places of cultural heritage value, their structures, materials and cultural meaning, as outlined in the International Council on Monuments and Sites (ICOMOS) New Zealand Charter 1993, and in co-operation with the governance entity;
 - 9.5.3 informing the governance entity if taonga or koiwi are found within the DOC Protocol Area; and
 - 9.5.4 assisting in recording and protecting wāhi tapu and other places of cultural significance to the governance entity where appropriate, to seek to ensure that they are not desecrated or damaged.

10 NATURAL HERITAGE

- 10.1 In recognition of the cultural, historic and traditional association of the governance entity with natural heritage resources found within the DOC Protocol Area for which the Department has responsibility, the Department shall:
- 10.1.1 inform the governance entity of the national sites and species programmes on which the Department will be actively working, and provide opportunities for the governance entity to participate in these programmes; and
 - 10.1.2 advise the governance entity of research projects and provide opportunities where reasonably practicable for the governance entity to participate in that research.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

1 PROTOCOLS: DOC PROTOCOL

11 MARINE MAMMALS

- 11.1 Taranaki Whānui ki Te Upoko o Te Ika has a tikanga responsibility in relation to the preservation, protection and disposal of marine mammals within the DOC Protocol Area to ensure cultural protocols are observed in the interaction with and handling of these mammals.
- 11.2 The Department administers the Marine Mammals Protection Act 1978 and the Marine Mammals Regulations 1992. These provide for the establishment of marine mammal sanctuaries, for permits in respect of marine mammals, the disposal of sick or dead specimens and the prevention of marine mammal harassment. All species of marine mammal occurring within New Zealand and New Zealand's fisheries waters are absolutely protected under the Marine Mammals Protection Act 1978. Under that Act the Department is responsible for the protection, conservation and management of all marine mammals, including their disposal and the health and safety of its staff and any volunteers under its control, and the public.
- 11.3 The Protocol also aims at assisting the conservation of cetacean species by contribution to the collection of specimens and scientific data of national and international importance.
- 11.4 The Department believes that there are opportunities to meet the cultural interests of Taranaki Whānui ki Te Upoko o Te Ika and to facilitate the gathering of scientific information. This Protocol is intended to meet both needs by way of a co-operative approach to the management of whale strandings and to provide general guidelines for the management of whale strandings in the DOC Protocol Area, and for the recovery by Taranaki Whānui ki Te Upoko o Te Ika of bone and other material for cultural purposes from dead marine mammals.
- 11.5 There may be circumstances during a stranding in which euthanasia is required, for example if the animal is obviously distressed or if it is clear that a refloating operation will be unsuccessful. The decision to euthanise, which will be made in the best interests of marine mammals and public safety, is the responsibility of an officer or person authorised by the Minister of Conservation. The Department will make every effort to inform the governance entity before any decision to euthanise.
- 11.6 Both the Department and Taranaki Whānui ki Te Upoko o Te Ika acknowledge the scientific importance of information gathered at strandings. Decisions concerning the exact nature of the scientific samples required and the subsequent disposal of any dead animals, including their availability to the governance entity, will depend on the species.
- 11.7 The following species ("category 1 species") are known to strand most frequently on New Zealand shores. In principle these species should be available to the governance entity for the recovery of bone once scientific data and samples have been collected. If there are reasons why this principle should not be followed, they must be discussed between the parties to this Protocol. Category 1 species are:
- 11.7.1 common dolphins (*Delphinus delphis*)
- 11.7.2 long-finned pilot whales (*Globicephala melas*)
- 11.7.3 sperm whales (*Physeter macrocephalus*).

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

1 PROTOCOLS: DOC PROTOCOL

11.8 The following species ("category 2 species") are either not commonly encountered in New Zealand waters, or may frequently strand here but are rare elsewhere in the world. For these reasons their scientific value has first priority. In most instances, bone from category 2 species will be made available to the governance entity after autopsy if requested.

- all baleen whales
- short-finned pilot whale (*Globicephala macrorhynchus*)
- beaked whales (all species, family Ziphiidae)
- pygmy sperm whale (*Kogia breviceps*)
- dwarf sperm whale (*Kogia simus*)
- bottlenose dolphin (*Tursiops truncatus*)
- Maui's dolphin (*Cephalorhynchus hectori maui*)
- dusky dolphin (*Lagenorhynchus obscurus*)
- Risso's dolphin (*Grampus griseus*)
- spotted dolphin (*Stenella attenuata*)
- striped dolphin (*Stenella coeruleoalba*)
- rough-toothed dolphin (*Steno bredanensis*)
- southern right whale dolphin (*Lissodelphis peronii*)
- spectacled porpoise (*Australophocoena dioptrica*)
- melon-headed whale (*Peponocephala electra*)
- pygmy killer whale (*Feresa attenuata*)
- false killer whale (*Pseudorca crassidens*)
- killer whale (*Orcinus orca*)
- any other species of cetacean previously unknown in New Zealand waters.

11.9 If the governance entity does not wish to recover the bone or otherwise participate the governance entity will notify the Department whereupon the Department will take responsibility for disposing of the carcass.

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1 PROTOCOLS: DOC PROTOCOL

- 11.10 Because the in-situ recovery of bones involves issues relating to public safety, including the risk of infection from dead and decaying tissue, it needs to be attempted only by the informed and skilled. Governance entity bone recovery teams will also want to ensure that the appropriate cultural tikanga is understood and followed. However, both parties acknowledge that generally burial will be the most practical option.
- 11.11 Subject to the prior agreement of the Conservator, where disposal of a dead stranded marine mammal is carried out by the governance entity, the Department will meet the costs incurred up to the estimated costs which would otherwise have been incurred by the Department to carry out the disposal.
- 11.12 The Department will:
- 11.12.1 reach agreement with the governance entity on authorised key contact people who will be available at short notice to make decisions on the desire of the governance entity to be involved when there is a marine mammal stranding;
 - 11.12.2 promptly notify the key contact people of all stranding events;
 - 11.12.3 discuss, as part of the disposal process, burial sites and, where practical, agree sites in advance which are to be used for disposing of carcasses in order to meet all the health and safety requirements and to avoid the possible violation of Taranaki Whānui ki Te Upoko o Te Ika tikanga; and
 - 11.12.4 consult with the governance entity in developing or contributing to research and monitoring of marine mammal populations within the DOC Protocol Area.

12 SPECIES MANAGEMENT

- 12.1 One of the Department's primary objectives is to ensure the survival of indigenous species and their genetic diversity. An important part of this work is to prioritise recovery actions in relation to the degree of threat to a species. The Department prioritises recovery actions at both a national and local level.
- 12.2 In recognition of the cultural, spiritual, historical and/or traditional association of the governance entity with species found within the DOC Protocol Area for which the Department has responsibility, the Department shall in relation to any species that the governance entity may identify as important to them through the processes provided under clauses 5 and 7 of this Protocol:
- 12.2.1 where a national recovery programme is being implemented within the DOC Protocol Area, where reasonably practicable, inform and provide opportunities for the governance entity to participate in that programme;
 - 12.2.2 advise the governance entity in advance of any Conservation Management Strategy amendments or reviews or the preparation of any statutory or non-statutory plans, policies or documents that relate to the management of those species within the DOC Protocol Area;

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1 PROTOCOLS: DOC PROTOCOL

12.2.3 where research and monitoring projects are being carried out by the Department within the DOC Protocol Area, where reasonably practicable provide the governance entity with opportunities to participate in those projects; and

12.2.4 advise the governance entity of the receipt of any completed research reports relating to any species within the DOC Protocol Area and provide copies of such report to the governance entity.

13 FRESHWATER FISHERIES

13.1 Freshwater fisheries are managed under two sets of legislation: the Fisheries Act 1983 and 1996 (administered by the Ministry of Fisheries) and the Conservation Act 1987 (administered by the Department of Conservation). The Department's functions include the preservation of freshwater fisheries and habitats. The whitebait fishery is administered by the Department under the Whitebait Fishing Regulations 1994, made under the Conservation Act.

13.2 The Department shall consult with the governance entity, and provide for its participation where reasonably practicable in the conservation and management (including research) of customary freshwater fisheries and freshwater fish habitats.

13.3 The Department shall work at the Ponoke Area Office level to provide for the active participation of the governance entity in the conservation, management and research of customary freshwater fisheries and freshwater fish habitats by:

13.3.1 seeking to identify areas for co-operation in advocacy, consistent with clause 16.3.1 of this Protocol, focusing on fish passage, minimum flows, protection and enhancement of riparian vegetation and habitats, water quality improvement and in the restoration, rehabilitation or enhancement of customary freshwater fisheries and their freshwater habitats;

13.3.2 consulting with the governance entity in developing or contributing to research and monitoring programmes that aim to improve the understanding of the biology of customary freshwater fisheries and their environmental and habitat requirements;

13.3.3 considering the governance entity as a possible science provider or collaborator for research projects funded or promoted by the Department in the same manner as other potential providers or collaborators; and

13.3.4 processing applications for the transfer and release of freshwater fish species, including eels, according to the criteria outlined in section 26ZM of the Conservation Act 1987.

14 MARINE RESERVES

14.1 Marine Reserves are managed under the Marine Reserves Act 1971. The purpose of the Marine Reserves Act is to preserve for scientific study areas of New Zealand's territorial sea that contain underwater scenery, natural features or marine life of such distinctive quality, or which are so typical or beautiful or unique that their continued preservation is in the national interest.

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1 PROTOCOLS: DOC PROTOCOL

- 14.2 Within the DOC Protocol Area, the Department will work at both the Conservancy and Area Office level to:
- 14.2.1 notify the governance entity prior to undertaking any investigative work towards an application by the Department, or upon receipt of any application by a third party, for the establishment of a marine reserve;
 - 14.2.2 provide the governance entity with any assistance it may request from the Department in the preparation of an application for the establishment of a marine reserve;
 - 14.2.3 provide the governance entity with all information, to the extent reasonably practicable, regarding any application by either the Department or a third party for the establishment of a marine reserve;
 - 14.2.4 seek input from the governance entity on any application for a marine reserve within the DOC Protocol Area and use reasonable efforts to address any concerns expressed by the governance entity;
 - 14.2.5 involve the governance entity in any marine protection planning forums affecting the DOC Protocol Area; and
 - 14.2.6 involve the governance entity in the management of any marine reserve created.

15 PEST CONTROL

- 15.1 A key objective and function of the Department is to prevent, manage and control threats to natural, historic and cultural heritage values from terrestrial, aquatic and marine pests. This is to be done in a way that maximises the value from limited resources available to do this work.
- 15.2 The Department shall:
- 15.2.1 seek and facilitate early consultation with the governance entity on pest control activities within the DOC Protocol Area, particularly in relation to the use of poisons;
 - 15.2.2 provide the governance entity with opportunities to review and assess programmes and outcomes; and
 - 15.2.3 where appropriate, consider co-ordinating its pest control programmes with those of the governance entity when the governance entity is an adjoining landowner.

16 RESOURCE MANAGEMENT ACT 1991

- 16.1 The governance entity and the Department both have concerns with the effects of activities controlled and managed under the Resource Management Act 1991.
- 16.2 From time to time, the governance entity and the Department will seek to identify issues of likely mutual interest for discussion. It is recognised that the Department and the

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1 PROTOCOLS: DOC PROTOCOL

governance entity will continue to make separate submissions in any Resource Management Act processes.

- 16.3 In carrying out advocacy under the Resource Management Act 1991, the Department shall:
- 16.3.1 discuss with the governance entity the general approach that may be taken by Taranaki Whānui ki Te Upoko o Te Ika and the Department in respect of advocacy under the Resource Management Act, and seek to identify their respective priorities and issues of mutual concern;
 - 16.3.2 have regard to the priorities and issues of mutual concern identified when the Department makes decisions in respect of advocacy under the Resource Management Act; and
 - 16.3.3 make non-confidential resource information available to the governance entity to assist in improving their effectiveness in resource management advocacy work.

17 VISITOR AND PUBLIC INFORMATION

- 17.1 The Department has a role to share knowledge about natural and historic heritage with visitors, to satisfy their requirements for information, increase their enjoyment and understanding of this heritage, and develop an awareness of the need for its conservation.
- 17.2 In providing public information, interpretation services and facilities for visitors on the land it manages, the Department acknowledges the importance to the governance entity of their cultural, traditional and historic values, and the association of Taranaki Whānui ki Te Upoko o Te Ika with the land the Department administers within the DOC Protocol Area.
- 17.3 The Department shall work with the governance entity at the Area Office level to encourage respect for Taranaki Whānui ki Te Upoko o Te Ika cultural heritage values by:
- 17.3.1 seeking to raise public awareness of any positive conservation partnerships between the governance entity, the Department and other stakeholders, for example, by way of publications, presentations, and seminars; and
 - 17.3.2 ensuring that information contained in the Department's publications is accurate and appropriate by:
 - (a) obtaining the consent of the governance entity for disclosure of information from it, and
 - (b) consulting with the governance entity prior to the use of information about Taranaki Whānui ki Te Upoko o Te Ika values for new interpretation panels, signs and visitor publications.

18 CONCESSION APPLICATIONS

- 18.1 By the end of the second year of this Protocol being issued and on a continuing basis, the Department will work with the governance entity to identify categories of concessions that

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1 PROTOCOLS: DOC PROTOCOL

will or may impact on the cultural, spiritual or historic values of Taranaki Whānui ki Te Upoko o Te Ika.

18.2 In relation to the concession applications within the categories identified by the Department and governance entity under clause 18.1, the Minister will:

18.2.1 encourage applicants to consult with the governance entity in the first instance;

18.2.2 consult with the governance entity with regard to any applications or renewals of applications within the DOC Protocol Area, and seek the input of the governance entity by:

- (a) providing for the governance entity to indicate within 2 working days whether an application for a One Off Concession has any impacts on Taranaki Whānui ki Te Upoko o Te Ika cultural, spiritual and historic values. If no response is received within 2 working days the Department may continue to process the concession application;
- (b) providing for the governance entity to indicate within 10 working days whether any other application has any impacts on Taranaki Whānui ki Te Upoko o Te Ika cultural, spiritual and historic values; and
- (c) if the governance entity indicates that an application under clause 18.2.2(b) has any such impacts, allowing a reasonable specified timeframe (of at least a further 10 working days) for comment;

18.2.3 when a concession is publicly notified, the Department will at the same time provide separate written notification to the governance entity;

18.2.4 prior to issuing concessions to carry out activities on land managed by the Department within the DOC Protocol Area, and following consultation with the governance entity, the Minister will:

- (a) advise the concessionaire of the governance entity tikanga and values and encourage communication between the concessionaire and the governance entity if appropriate; and
- (b) encourage the concessionaire to consult with the governance entity before using cultural information of Taranaki Whānui ki Te Upoko o Te Ika; and

18.2.5 ensure when issuing and renewing concessions that give authority for other parties to manage land administered by the Department, that those parties be required to manage the land according to the standards of conservation practice mentioned in clause 9.5.2.

19 PLACE NAMES

19.1 When Crown conservation areas in the DOC Protocol Area are to be named, the Department shall seek a recommendation from the governance entity on an appropriate name.

1 PROTOCOLS: DOC PROTOCOL

20 STATUTORY LAND MANAGEMENT

- 20.1 From time to time, the Minister may vest a reserve in a local authority or other appropriate entity; or appoint a local authority to control and manage a reserve. When such an appointment or vesting is contemplated for sites in the DOC Protocol Area, the Department will consult the governance entity.

21 CONSULTATION

- 21.1 Where the Department is required to consult under this Protocol, the basic principles that will be followed by the Department in consulting with the governance entity in each case are:

21.1.1 ensuring that the governance entity is consulted as soon as reasonably practicable following the identification and determination by the Department of the proposal or issues to be the subject of the consultation;

21.1.2 providing the governance entity with sufficient information to undertake informed discussions and make submissions in relation to any of the matters that are subject of the consultation;

21.1.3 ensuring that sufficient time is given for the effective participation of the governance entity, including the preparation of submissions by the governance entity, in relation to any of the matters that are the subject of the consultation;

21.1.4 ensuring that the Department will approach the consultation with an open mind and genuinely consider any views and/or concerns that the governance entity may have in relation to any of the matters that are subject to the consultation.

- 21.2 Where the Department has consulted with the governance entity as specified in clause 21.1, the Department will report back to the governance entity on the decision made as a result of any such consultation.

22 CONTRACTING FOR SERVICES

Where appropriate, the Department will consider using the governance entity as a provider of professional services.

23 PROTOCOL REVIEW

The first review of this protocol will take place no later than 12 months from the Settlement Date. Thereafter, the protocol will be reviewed on a two yearly basis.

24 DEFINITIONS

- 24.1 In this Protocol:

Conservation Legislation means the Conservation Act 1987 and the statutes in the First Schedule of the Act;

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

1 PROTOCOLS: DOC PROTOCOL

Conservation Management Strategy has the same meaning as in the Conservation Act 1987;

Crown means the Sovereign in right of New Zealand and includes, where appropriate, the Ministers and Departments of the Crown that are involved in, or bound by the terms of the Deed of Settlement to participate in, any aspect of the redress under the Deed of Settlement;

Department means the Minister of Conservation, the Director-General and the Departmental managers to whom the Minister of Conservation's and the Director-General's decision-making powers can be delegated.

governance entity means the trustees for the time being of the Port Nicholson Block Settlement Trust;

Kaitiaki means environmental guardians;

One Off Concession means a concession granted under Part 3B of the Conservation Act 1987 for an activity that-

- (a) does not require a lease or licence; and
- (b) is assessed as having very low effects; and
- (c) complies with all relevant legislation, the relevant Conservation Management Strategy and Conservation Management Plans; and
- (d) where relevant, has clearly defined numbers of trips and/or landings; and
- (e) does not involve permanent structures; and
- (f) does not have a duration of more than three months; and
- (g) does not take place more than twice in any given six month period;

Protocol means a statement in writing, issued by the Crown through the Minister of Conservation to the Taranaki Whānui ki Te Upoko o Te Ika governance entity under the Settlement Legislation and the Deed of Settlement and includes this Protocol;

Settlement Date means the date that is 20 business days after the date on which the Settlement Legislation comes into force;

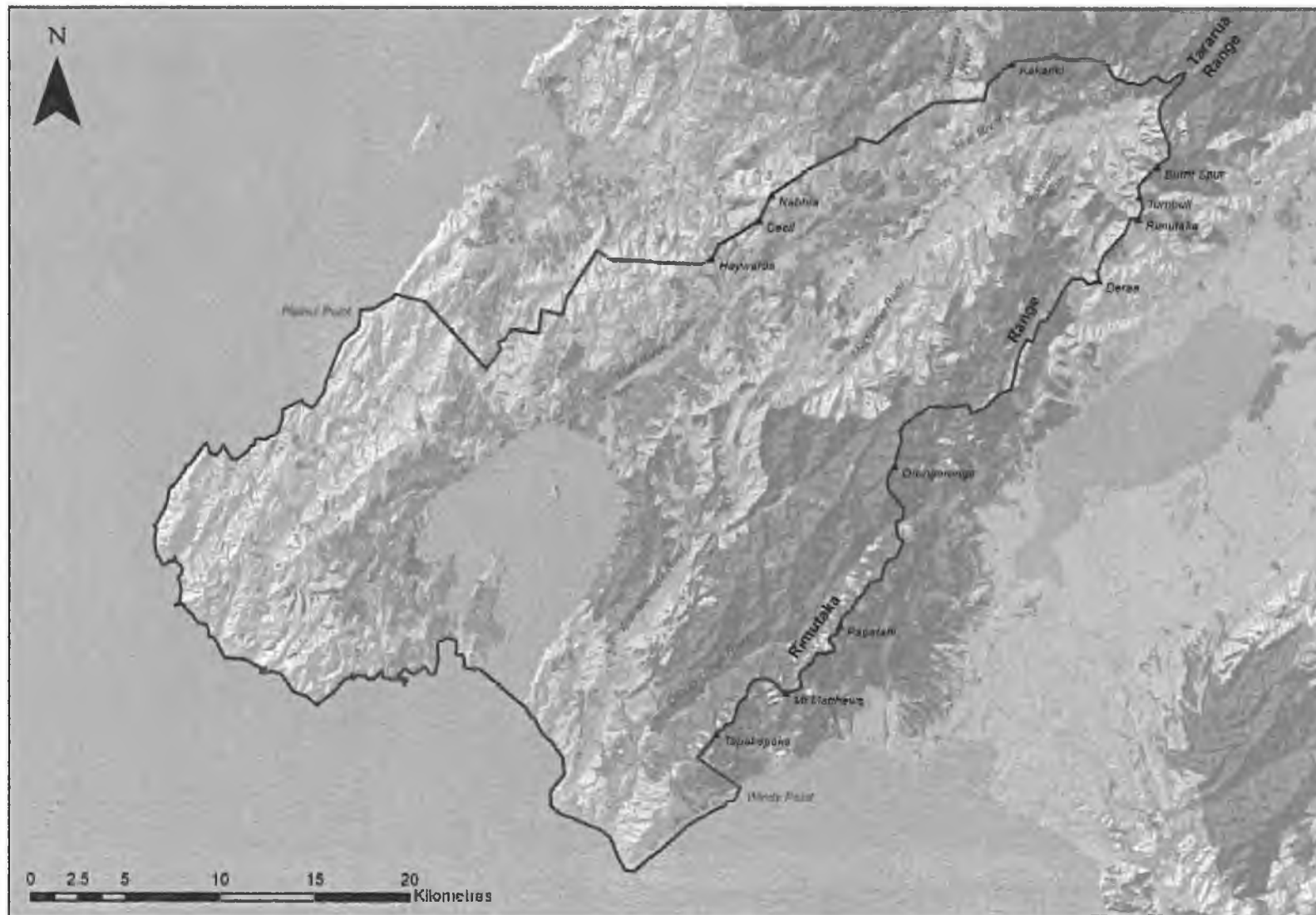
Taonga refers to any artefact or object that is associated with Maori culture or identity;

Taranaki Whānui ki Te Upoko o Te Ika has the meaning set out in clause 8.1 of the Deed of Settlement;

Tikanga Māori refers to Māori traditional customs; and

1 PROTOCOLS: DOC PROTOCOL

ATTACHMENT A
DOC PROTOCOL AREA



1 PROTOCOLS: DOC PROTOCOL

ATTACHMENT B

TERMS OF ISSUE

This Protocol is issued subject to the provisions of the deed of settlement and the settlement legislation. These provisions are set out below.

1 Provisions of the deed of settlement relating to this Protocol

1.1 The deed of settlement provides that:

1.1.1 a failure by the Crown to comply with a protocol is not a breach of the deed of settlement (paragraph 3.3 of the provisions schedule); and

1.1.2 this Protocol does not override or limit:

- (a) legislative rights, powers, or obligations; or
- (b) the functions, duties, and powers of Ministers, officials, and others under legislation; or
- (c) the ability of the Crown to interact or consult with persons other than Taranaki Whānui ki Te Upoko o Te Ika or the governance entity.

2 Authority to issue, amend or cancel protocols

2.1 Section [*insert reference*] of the settlement legislation provides that:

- (1) each responsible Minister may –
 - (a) issue a protocol to the governance entity in the form set out in part 1 of the documents schedule to the deed of settlement; and
 - (b) amend or cancel that protocol.
- (2) a protocol may be amended or cancelled under subsection (1) at the initiative of either –
 - (a) the governance entity; or
 - (b) the responsible Minister.
- (3) the responsible Minister may amend or cancel a protocol only after consulting with, and having particular regard to the views of, the governance entity.

3 Protocols subject to rights, functions, and obligations

3.1 Section [*insert reference*] of the settlement legislation provides that:

1 PROTOCOLS: DOC PROTOCOL

protocols do not restrict:

- (1) the ability of the Crown to exercise its powers and perform its functions and duties in accordance with the law and government policy, which includes, without limitation, the ability to –
 - (a) introduce legislation and change government policy; and
 - (b) issue a protocol to, or interact or consult with a person the Crown considers appropriate, including, without limitation, any iwi, hapū, marae, whānau, or other representative of tangata whenua; or
- (2) the responsibilities of the responsible Minister or a responsible department; or
- (3) the legal rights of Taranaki Whānui ki Te Upoko o Te Ika or a representative entity.

4 Noting of this Protocol

4.1 Section [*insert reference*] of the settlement legislation provides that:

- (1) a summary of the terms of this Protocol must be noted in the conservation documents affecting the DOC protocol area.
- (2) the noting of this Protocol is –
 - (a) for the purpose of public notice only; and
 - (b) not an amendment to a conservation document for the purposes of section 171 of the Conservation Act 1987 or section 46 of the National Parks Act 1980.

5 Enforcement of a protocol

5.1 Section [*insert number*] of the settlement legislation provides that:

- (1) the Crown must comply with a protocol while it is in force.
- (2) if the Crown fails, without good cause, to comply with a protocol, the governance entity may, subject to the Crown Proceedings Act 1950, enforce the protocol.
- (3) despite subsection (2), damages or any form of monetary compensation are not available as a remedy for failure by the Crown to comply with a protocol.
- (4) to avoid doubt,-
 - (a) subsections (1) and (2) do not apply to guidelines developed for the implementation of a protocol; and
 - (b) subsection (3) does not affect the ability of a court to award costs incurred in enforcing a protocol under subsection (2).

6 Limitation of rights

6.1 Section [*insert reference*] of the settlement legislation provides that:

this Protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, land held, managed, or administered or flora or fauna managed or administered, under –

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1 PROTOCOLS: DOC PROTOCOL

- (a) the Conservation Act 1987; or
- (b) the statutes listed in Schedule 1 of that Act.



1 PROTOCOLS: FISHERIES PROTOCOL

**A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF FISHERIES
REGARDING INTERACTION WITH TARANAKI WHĀNUI KI TE UPOKO O TE IKA ON
FISHERIES ISSUES**

1. INTRODUCTION

- 1.1 The Crown, through the Minister of Fisheries (the “**Minister**”) and Chief Executive of the Ministry of Fisheries (the “**Ministry**”), recognises that Taranaki Whānui ki Te Upoko o Te Ika as tangata whenua are entitled to have meaningful input into and participation in fisheries management processes that affect fish stocks in the Taranaki Whānui ki Te Upoko o Te Ika Fisheries Protocol Area (the **Fisheries Protocol Area**) and that are managed by the Ministry under the Fisheries Legislation.
- 1.2 Taranaki Whānui ki Te Upoko o Te Ika as tangata whenua, have a special relationship with all species of fish, aquatic life and seaweed found within the Fisheries Protocol Area, all such species being taonga of Taranaki Whānui ki Te Upoko o Te Ika, and an interest in the sustainable utilisation of all species of fish, aquatic life and seaweed;
- 1.3 Under the Deed of Settlement dated [] between Taranaki Whānui ki Te Upoko o Te Ika and the Crown (the “**Deed of Settlement**”), the Crown agreed that the Minister would issue a Fisheries Protocol (the “**Protocol**”) setting out how the Ministry will interact with Taranaki Whānui ki Te Upoko o Te Ika (the “**governance entity**”) in relation to matters specified in the Protocol. These matters are
- 1.3.1 recognition of the interests of Taranaki Whānui ki Te Upoko o Te Ika in all species of fish, aquatic life or seaweed that exist within the Fisheries Protocol Area;
 - 1.3.2 development of sustainability measures, fisheries regulations and fisheries plans;
 - 1.3.3 customary non-commercial fisheries management;
 - 1.3.4 research planning;
 - 1.3.5 nature and extent of fisheries services;
 - 1.3.6 contracting for services;
 - 1.3.7 employment of staff with customary non-commercial fisheries responsibilities;
 - 1.3.8 Rahui; and
 - 1.3.9 changes to policy and legislation affecting this Protocol.
- 1.4 For the purposes of this Protocol, the governance entity is the body representative of the whānau, hapū and iwi of Taranaki Whānui ki Te Upoko o Te Ika who have an interest in all species of fish, aquatic life and seaweed that exist within the Fisheries Protocol Area.
- 1.5 Taranaki Whānui ki Te Upoko o Te Ika has a responsibility in relation to the preservation, protection and management of its customary non-commercial fisheries. This derives from the status of Taranaki Whānui ki Te Upoko o Te Ika as tangata whenua in the Fisheries Protocol Area. This is inextricably linked to whakapapa and has important cultural and spiritual dimensions. The obligations of the Ministry in respect of fisheries are to ensure ecological sustainability, to meet Te Tiriti o Waitangi/the Treaty of Waitangi and

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

1 PROTOCOLS: FISHERIES PROTOCOL

international obligations. This enables efficient resource use and ensures the integrity of fisheries management systems.

- 1.6. The Ministry and Taranaki Whānui ki Te Upoko o Te Ika are seeking a relationship consistent with the Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The principles of Te Tiriti o Waitangi/the Treaty of Waitangi provide the basis for the relationship between the parties to this Fisheries Protocol.
- 1.7. The Minister and the Chief Executive of the Ministry (the “**Chief Executive**”) have certain powers, functions, and duties as set out in the Fisheries Act 1996. The Minister also has certain powers, functions and duties under the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992.
- 1.8. This Protocol sets out how the Ministry, the Minister and Chief Executive will exercise their powers, functions and duties within the scope of the relevant legislation.
- 1.9. The intention is to create a relationship that achieves the fisheries policies and outcomes sought by both Taranaki Whānui ki Te Upoko o Te Ika and the Ministry, consistent with the Ministry’s obligations as set out in clause 1.3.
- 1.10. In accordance with this Protocol, Taranaki Whānui ki Te Upoko o Te Ika will have the opportunity for input into the policy, planning and decision-making processes relating to the matters set out in this Protocol.
- 1.11. The Ministry will advise the governance entity whenever it proposes to consult with a hapū of Taranaki Whānui ki Te Upoko o Te Ika or with another iwi or hapū with interests inside the Fisheries Protocol Area on matters that could affect Taranaki Whānui ki Te Upoko o Te Ika interests.

2. PROTOCOL AREA

- 2.1. This Protocol applies across the Fisheries Protocol Area which is defined as the area identified in the map in Attachment A of this Protocol.
- 2.2. The area extends from Windy Point (41°24.0'S 174°59.2'E) west and north along the coast to a point north of Pipinui Point (41°09.3'S. 174°46.1'E) and includes all waters extending out to the boundaries of the adjacent Fisheries Management Areas.
- 2.3. The Protocol Area also includes all natural lakes, rivers and streams on the landward side of mean high water spring along this extent of coast line.

3. TERMS OF ISSUE

- 3.1. This Protocol is issued pursuant to section [insert number] of the Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) Claims Settlement Act (the “**Settlement Legislation**”) that implements clause 9.4 of the Deed of Settlement and is subject to the Settlement Legislation and the Deed of Settlement.
- 3.2. This Protocol must be read subject to the terms of issue as set out in Attachment B.



1 PROTOCOLS: FISHERIES PROTOCOL

4 IMPLEMENTATION AND COMMUNICATION OF THIS FISHERIES PROTOCOL

- 4.1 The Ministry will meet with the governance entity to agree a strategy to implement this Protocol as soon as practicable after this Protocol is issued. The strategy may include:
- 4.1.1 matters raised in this Protocol;
 - 4.1.2 reporting processes to be put in place, for example an annual report to be provided by the Ministry to the governance entity; and
 - 4.1.3 review processes for this Protocol.
- 4.2 The implementation strategy described in clause 4.1 of this Protocol will have effect from the effective date.
- 4.3 The Iwi's customary commercial activities are regulated through the Maori Fisheries Act 2004. The Act provides for the establishment of a Mandated Iwi Organisation which has responsibilities for iwi commercial fisheries and aquaculture in the Protocol Area. It also has responsibilities in customary non-commercial fisheries. Consequently, the governance entity may from time to time designate other groups that they feel are appropriate to speak on their behalf or represent them in discussions on some or all of this Protocol.
- 4.4 The Ministry and the governance entity will establish and maintain effective and efficient communication with each other on a continuing basis, by:
- 4.4.1 the governance entity providing, and the Ministry maintaining, information on their management arrangements office holders, and their addresses and contact details;
 - 4.4.2 the Ministry providing, and the governance entity maintaining, information on a primary Ministry contact;
 - 4.4.3 providing reasonable opportunities for the governance entity and Ministry managers and staff to meet with each other, including arranging annual meetings to discuss and (if possible) resolve any issue that has arisen in the past 12 months; and
 - 4.4.4 the Ministry identifying staff positions that will be working closely with the governance entity to inform those staff of the contents of this Protocol and their responsibilities and roles under it.
- 4.5 The Ministry will:
- 4.5.1 as far as reasonably practicable, provide the governance entity the opportunity to train relevant Ministry staff on their values and practices; and
 - 4.5.2 as far as reasonably practicable, inform fisheries stakeholders about this Protocol and the Taranaki Whānui ki Te Upoko o Te Ika settlement, and provide ongoing information as required.



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

1 PROTOCOLS: FISHERIES PROTOCOL

5 TUNA / EELS

- 5.1 The Ministry recognises that the governance entity has a customary non-commercial interest in the tuna (eel) fishery within the Fisheries Protocol Area. In particular, the possibility of the enhancement of that fishery through the transfer of elvers and the possibility of farming tuna from glass eel harvested in the area.
- 5.2 In each of the three years after the Settlement Date, upon written notice, the governance entity may apply to the Chief Executive for a special permit under section 97 of the Fisheries Act 1996. Ministry staff shall meet with representatives of the governance entity at a mutually acceptable venue, and consult with them on the following:
- 5.2.1 the maximum quantity of undersized tuna (eel) that is likely to be permitted to be taken under a special permit (Permitted Catch) from each of the three sites within the Fisheries Protocol Area (up to a maximum of nine sites during the three year period after the Settlement Date); and
- 5.2.2 the likely conditions of any Permitted Catch, in relation to each of those specified sites, including the likely conditions in relation to the relocation of any of that Permitted Catch:
- (a) in waterways in the Fisheries Protocol Area; and
- (b) to aquaculture farms.
- 5.3 In recognition of the particular importance of tuna/eel fisheries to the governance entity the Chief Executive will consider, in accordance with relevant legislation and operational processes, any application from the governance entity for a special permit to take undersized tuna (elvers or glass eels) from waterways within the Fisheries Protocol Area as part of any enhancement or aquaculture project.
- 5.4 For the purposes of clauses 5.1 to 5.3:
- 5.4.1 tuna (eel) is defined as:
- (a) *Anguilla dieffenbachii* (longfinned eel);
- (b) *Anguilla australis* (shortfinned eel); and
- (c) *Anguilla rheinhartii* (Australian longfinned eel); and
- 5.4.2 undersized tuna (eel) is tuna (eel) with a weight less than the minimum weight prescribed for the taking of tuna (eel) by or under the Fisheries Act 1996 (which, at the date of the Deed of Settlement, was 220 grams).

6 PAUA FISHERY

- 6.1 The Ministry recognises that Taranaki Whānui ki Te Upoko o Te Ika have a customary non-commercial interest in the paua fishery within the Fisheries Protocol Area.
- 6.2 Officials from the Ministry will provide for input and participation of Taranaki Whānui ki Te Upoko o Te Ika by seeking their views on the management measures to be taken to sustainably manage the paua fishery. Such input and participation will occur prior to any decision being taken to give effect to any proposal. This will be held at a Taranaki Whānui

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1 PROTOCOLS: FISHERIES PROTOCOL

ki Te Upoko o Te Ika marae or any other appropriate venue within the Fisheries Protocol Area that is chosen by the governance entity.

- 6.3 The Ministry will also provide the governance entity with the opportunity to participate in research planning in the paua fishery. Further, the governance entity will be consulted on the Ministry's compliance planning that would affect the paua fishery. Further details on the governance entity's involvement in research planning are outlined in section 11 of this Protocol.
- 6.4 The Minister will ensure when considering any proposal affecting the paua fishery in the Fisheries Protocol Area, that the customary non-commercial fishing interests of Taranaki Whānui ki Te Upoko o Te Ika are recognised and provided for in accordance with section 10 of the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992.

7 THE PARANGARAHU (PENCARROW) LAKES

- 7.1 The Ministry recognises that Taranaki Whānui ki Te Upoko o Te Ika is the owner of the Parangarahu (Pencarrow) Lake beds (Kohangapiripiri and Kohangatera).
- 7.2 Officials from the Ministry will provide for the input and participation of the governance entity by seeking their views on fisheries management measures to be taken to sustainably manage fishing in the Lakes. Such input and participation will occur prior to any decision being taken to give effect to any proposal and will be held at a Taranaki Whānui ki Te Upoko o Te Ika marae or any other appropriate venue within the Fisheries Protocol Area that is chosen by the governance entity.
- 7.3 The Ministry would also provide the governance entity the opportunity to participate in research planning for research to be conducted in the Parangarahu (Pencarrow) Lakes and be consulted on the Ministry's compliance planning that would affect the Parangarahu (Pencarrow) Lakes.

8 DEVELOPMENT OF SUSTAINABILITY MEASURES, FISHERIES REGULATIONS AND FISHERIES PLANS AND CONSULTATION

- 8.1 The Minister exercises powers and functions under the Fisheries Act 1996 relating to the setting of sustainability measures and the approval of a Fisheries Plan for any species of fish aquatic life or seaweed within the Fisheries Protocol Area. Further, the Fisheries Act 1996 provides the power to make regulations affecting the Fisheries Protocol Area.

The Fisheries Act 1996 and The Treaty of Waitangi (Fisheries Claims) Settlement Act 1992 provides the authority for consultation.

When exercising powers or functions the Minister shall:

- 8.1.1 provide the governance entity with all reasonably available background information in relation to the setting of sustainability measures, the making of fisheries regulations, and the development/implementation of fisheries plans;
- 8.1.2 inform the governance entity, in writing, of any proposed changes in relation to:



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1 PROTOCOLS: FISHERIES PROTOCOL

- (a) the setting of sustainability measures;
 - (b) the making, or repealing of fisheries regulations;
 - (c) the development/implementation of fisheries plans;
 - (d) as soon as reasonably practicable to enable Taranaki Whānui ki Te Upoko o Te Ika to respond in an informed way.
- 8.1.3 provide the governance entity at least 30 working days from receipt of the written information described in clause 8.1.2 in which to respond, verbally or in writing, to any such proposed changes;
- 8.1.4 as far as reasonably practicable, meet with the governance entity to discuss any proposed changes to sustainability measures, fisheries regulations, or fisheries plans, if requested by the governance entity to do so;
- 8.1.5 incorporate the views of the governance entity into any advice given to the Minister or other stakeholders on proposed changes to sustainability measures, fisheries regulations, or fisheries plans that affect the governance entity's interests, and provide a copy of that advice to the governance entity; and
- 8.1.6 report back to the governance entity within 20 working days of any final decision in relation to sustainability measures, fisheries regulations, or fisheries plans.

9 MANAGEMENT PLANNING

- 9.1 The governance entity will develop a fisheries management plan that relates to the Fisheries Protocol Area.
- 9.2 The Ministry will assist the governance entity, within the resources available to the Ministry, to develop a fisheries management plan that relates to the Fisheries Protocol Area.
- 9.3 The parties agree that the plan will address:
- 9.3.1 the objectives of the governance entity for the management of their customary, commercial, recreational and environmental interests in fisheries resources within the Fisheries Protocol Area;
 - 9.3.2 how the governance entity will participate in fisheries management in the Fisheries Protocol Area;
 - 9.3.3 how the customary, commercial and recreational fishing interests of the governance entity will be managed in an integrated way; and
 - 9.3.4 how the governance entity will participate in the Ministry's sustainability processes that affect fisheries resources and seaweed in the Fisheries Protocol Area.
- 9.4 The parties agree to meet, as soon as reasonably practicable after the effective date, to discuss:
- 9.4.1 the content of the fisheries management plan, including how the plan will legally express, protect and recognise the mana of Taranaki Whānui ki Te Upoko o Te Ika; and
 - 9.4.2 ways in which the Ministry will work with the governance entity to develop and review the plan.

1 PROTOCOLS: FISHERIES PROTOCOL

10 REGIONAL IWI FORUMS

- 10.1 The Ministry is working with Iwi to establish regional Iwi forums to enable Iwi to have input into and participate in processes to address sustainability measures, fisheries regulations, fisheries plans and the establishment of marine protected areas.
- 10.2 Where the Ministry is seeking to establish a regional Iwi forum in an area that will include the Fisheries Protocol Area, the Ministry will ensure that Taranaki Whānui ki Te Upoko o Te Ika will have an opportunity to participate in the development and operation of that forum.

11 MANAGEMENT OF CUSTOMARY NON-COMMERCIAL FISHERIES

- 11.1 The Ministry undertakes to provide the governance entity with such information and assistance (within its resource capabilities) as may be necessary for the proper administration of the Fisheries (Kaimoana Customary Fishing) Regulations 1998. This information and assistance may include, but is not limited to:
- 11.1.1 discussions with the Ministry on the implementation of the regulations within the Fisheries Protocol Area;
 - 11.1.2 provision of existing information, if any, relating to the sustainability, biology, fishing activity and fisheries management within the Fisheries Protocol Area;
 - 11.1.3 resources to assist the governance entity to carry out their role in the development of fisheries bylaws; and
 - 11.1.4 training the governance entity to enable them to administer and implement the fisheries regulations.

12 RESEARCH PLANNING PROCESS

- 12.1 The Ministry will provide the governance entity with all reasonably available background information to participate in the processes, timelines and objectives associated with the research planning process of the Ministry.
- 12.2 The Ministry will consult with the governance entity on all research proposals for fisheries within the Fisheries Protocol Area.
- 12.3 The Ministry will provide the governance entity, within 30 working days of the execution of the Protocol, with information on the requirements for becoming an 'Approved Research Provider'. Should the requirements for becoming and remaining an 'Approved Research Provider' change over time; the Ministry will inform them about those changes.

Paua Fishery

- 12.4 Taranaki Whānui ki Te Upoko o Te Ika has an interest in the conduct of any research involving paua. Where they seek to conduct research on paua, the Ministry will consult with and provide advice to the governance entity on the requirements to undertake such research.
- 12.5 Where other parties wish to conduct research within the Fisheries Protocol Area, the Ministry will consult the governance entity on the research application and take account of its views when considering whether a research permit should be granted or the conditions applying to such a research permit.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

1 PROTOCOLS: FISHERIES PROTOCOL

13 NATURE AND EXTENT OF FISHERIES SERVICES

- 13.1 The Ministry will each year consult with the governance entity on the Ministry's annual business plan.
- 13.2 The Ministry will provide the governance entity with the opportunity to put forward proposals for the provision of services that they deem necessary for the management of fisheries within the Fisheries Protocol Area.

14 CONTRACTING FOR SERVICES

- 14.1 The Ministry will consult with the governance entity in respect of any contract for the provision of services that may impact on the management of customary fisheries within the Fisheries Protocol Area.

15 EMPLOYMENT OF STAFF WITH CUSTOMARY FISHERIES RESPONSIBILITIES

- 15.1 The Ministry will consult with the governance entity on certain aspects of the employment of Ministry staff if a particular vacancy directly affects the fisheries interests of Taranaki Whānui ki Te Upoko o Te Ika within the Fisheries Protocol Area.
- 15.2 The level of consultation shall be relative to the degree to which the vacancy impacts upon the interests of other Iwi as well as those of Taranaki Whānui ki Te Upoko o Te Ika, and may be achieved by one or more of the following:
- 15.2.1 consultation on the job description and work programme;
 - 15.2.2 direct notification of the vacancy;
 - 15.2.3 consultation on the location of the position; and
 - 15.2.4 input into the selection of the interview panel.

16 RĀHUI

- 16.1 The Ministry recognises that rāhui is a traditional use and management practice of Taranaki Whānui ki Te Upoko o Te Ika and supports their rights to place traditional rāhui over their customary fisheries.
- 16.2 The Ministry and the governance entity acknowledge that a traditional rāhui placed by the governance entity over their customary fisheries has no force in law and cannot be enforced by the Ministry, and that adherence to any rāhui is a matter of voluntary choice.
- 16.3 The governance entity undertakes to inform the Ministry of the placing and the lifting of a rāhui over their customary fisheries.
- 16.4 The Ministry undertakes to inform a representative of any fisheries stakeholder groups that fish in the area, to which the rāhui has been applied, to the extent that such groups exist, of the placing and lifting of the rāhui by the governance entity over their customary fisheries, in a manner consistent with the understandings outlined in clause 16.2 above.
- 16.5 As far as reasonably practicable, the Ministry undertakes to consider the application of section 186A of the Fisheries Act 1996 to support a rāhui proposed by the governance entity over their customary fisheries for purposes consistent with the legislative requirements for the application of section 186A of the Fisheries Act 1996, noting these

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

1 PROTOCOLS: FISHERIES PROTOCOL

requirements preclude the use of section 186A to support rāhui placed in the event of a drowning.

17 CONSULTATION

- 17.1 Where the Ministry is required to consult under clauses 6.3, 12.2, 12.4, 12.5, 13.1, 14.1 and 15.1 of this Protocol, the basic principles that will be followed by the Ministry in consulting with the governance entity in each case are:
- 17.1.1 ensuring that the governance entity is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues to be the subject of the consultation;
 - 17.1.2 providing the governance entity with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;
 - 17.1.3 ensuring that sufficient time is given for the participation of the governance entity in the decision making process including the preparation of submissions by the governance entity in relation to any of the matters that are the subject of the consultation; and
 - 17.1.4 ensuring that the Ministry will approach consultation with the governance entity with an open mind, and will genuinely consider their submissions in relation to any of the matters that are the subject of the consultation.
- 17.2 Where the Ministry has consulted with the governance entity as specified in clause 17.1, the Ministry will report back to the governance entity on the decisions made as a result of any such consultation.

18 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

- 18.1 If the Ministry consults with iwi on policy development or any proposed legislative amendment to the Fisheries Act 1996 which impacts upon this Protocol, the Ministry shall:
- 18.1.1 notify the governance entity of the proposed policy development or proposed legislative amendment upon which iwi will be consulted;
 - 18.1.2 make available to the governance entity the information provided to iwi as part of the consultation process referred to in this clause; and
 - 18.1.3 report back to the governance entity on the outcome of any such consultation.

19 DEFINITIONS

- 19.1 In this Protocol:

Crown means the Sovereign in right of New Zealand and includes, where appropriate, the Ministers and Departments of the Crown that are involved in, or bound by the terms of the Deed of Settlement to participate in, any aspect of the redress under the Heads of Agreement;

governance entity has the meaning set out in paragraph 8.1 of the provisions schedule to the Deed of Settlement; and

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

1 PROTOCOLS: FISHERIES PROTOCOL

Protocol means a statement in writing, issued by the Crown through the Minister to the governance entity under the Settlement Legislation and the Deed of Settlement and includes this Fisheries Protocol.

ISSUED on []

SIGNED for and on behalf of **THE SOVEREIGN** in right of New Zealand by the Minister of Fisheries:

WITNESS

Name:

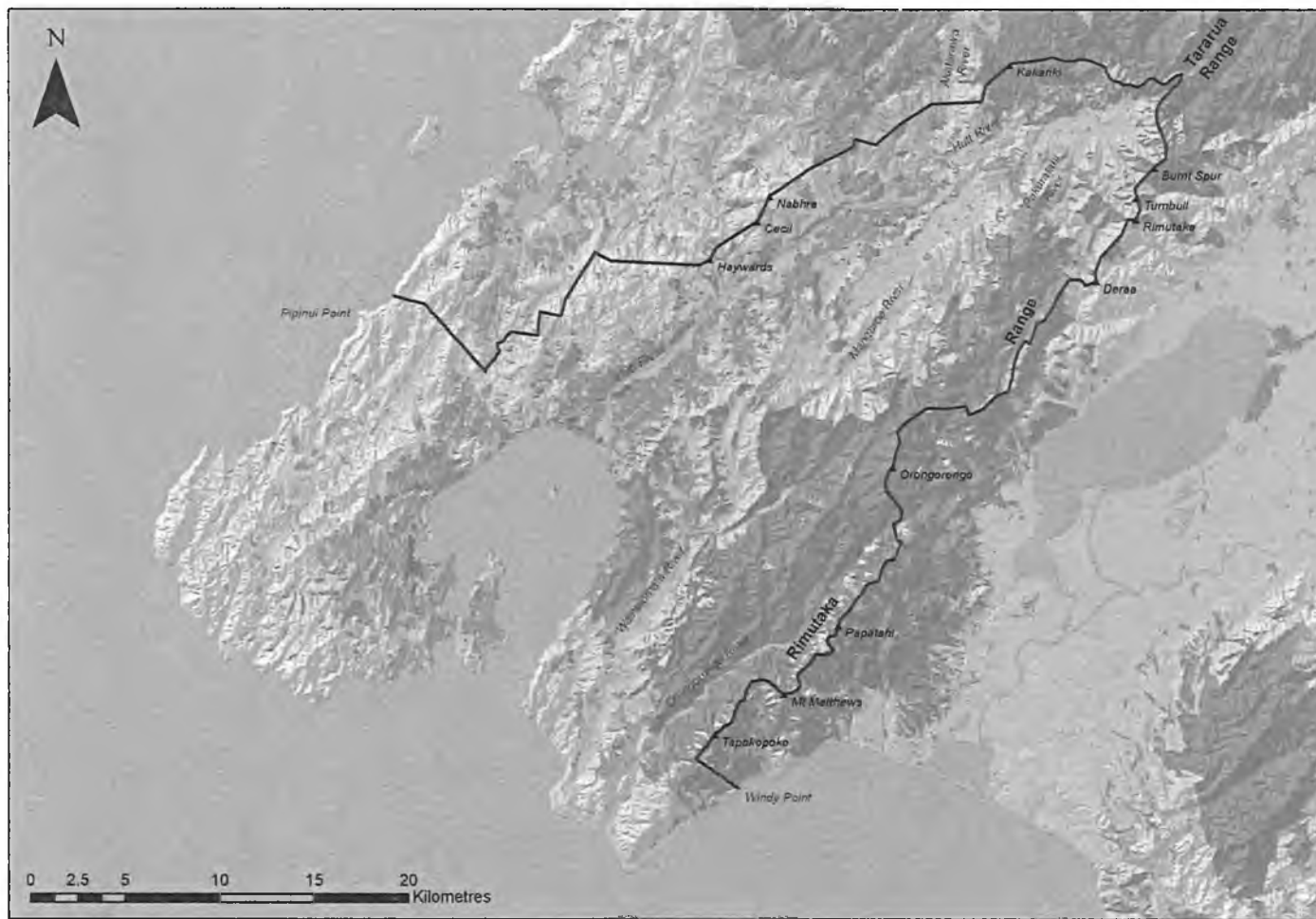
Occupation:

Address:



1 PROTOCOLS: FISHERIES PROTOCOL

ATTACHMENT A
FISHERIES PROTOCOL AREA



[Handwritten signature]

1 PROTOCOLS: FISHERIES PROTOCOL

ATTACHMENT B

TERMS OF ISSUE

This Protocol is issued subject to the provisions of the deed of settlement and the settlement legislation. These provisions are set out below.

1 Provisions of the deed of settlement relating to this Protocol

1.1 The deed of settlement provides that:

1.1.1 a failure by the Crown to comply with a protocol is not a breach of the deed of settlement (paragraph 3.3 of the provisions schedule);

1.1.2 this Protocol does not override or limit:

- (a) legislative rights, powers, or obligations; or
- (b) the functions, duties, and powers of Ministers, officials, and others under legislation; or
- (c) the ability of the Crown to interact or consult with persons other than Taranaki Whānui ki Te Upoko o Te Ika or the governance entity.

2 Authority to issue, amend or cancel protocols

2.1 Section [*insert reference*] of the settlement legislation provides that:

- (1) each responsible Minister may –
 - (a) issue a protocol to the governance entity in the form set out in part 1 of the documents schedule to the deed of settlement; and
 - (b) amend or cancel that protocol.
- (2) a protocol may be amended or cancelled under subsection (1) at the initiative of either –
 - (a) the governance entity; or
 - (b) the responsible Minister.
- (3) the responsible Minister may amend or cancel a protocol only after consulting with, and having particular regard to the views of, the governance entity.

3 Protocols subject to rights, functions, and obligations

3.1 Section [*insert reference*] of the settlement legislation provides that:

1 PROTOCOLS: FISHERIES PROTOCOL

protocols do not restrict:

- (1) the ability of the Crown to exercise its powers and perform its functions and duties in accordance with the law and government policy, which includes, without limitation, the ability to –
 - (a) introduce legislation and change government policy; and
 - (b) issue a protocol to, or interact or consult with a person the Crown considers appropriate, including, without limitation, any iwi, hapū, marae, whānau, or other representative of tangata whenua; or
- (2) the responsibilities of the responsible Minister or a responsible department; or
- (3) the legal rights of the governance entity or a representative entity.

4 Noting of this Protocol

4.1 Section [*insert reference*] of the settlement legislation provides that:

- (1) a summary of the terms of this Protocol must be noted in the fisheries plans affecting the fisheries protocol area.
- (2) the noting of this Protocol is –
 - (a) for the purpose of public notice only; and
 - (b) not an amendment to a fisheries plan for the purposes of section 11A of the Fisheries Act 1996.

5 Enforcement of a protocol

5.1 Section [*insert reference*] of the settlement legislation provides that:

- (1) the Crown must comply with a protocol while it is in force.
- (2) if the Crown fails, without good cause, to comply with a protocol, the governance entity may, subject to the Crown Proceedings Act 1950, enforce the protocol.
- (3) despite subsection (2), damages or any form of monetary compensation are not available as a remedy for failure by the Crown to comply with a protocol.
- (4) to avoid doubt,-
 - (a) subsections (1) and (2) do not apply to guidelines developed for the implementation of a protocol; and
 - (b) subsection (3) does not affect the ability of a court to award costs incurred in enforcing a protocol under subsection (2).

6 Limitation of rights

6.1 Section [*insert reference*] of the settlement legislation provides that:

this Protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, assets or other property rights (including in respect of fish, aquatic life, and seaweed) held, managed, or administered under any of the following enactments:

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1 PROTOCOLS: FISHERIES PROTOCOL

- (a) the Fisheries Act 1996:
- (b) the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992:
- (c) the Maori Commercial Aquaculture Claims Settlement Act 2004;
- (d) the Maori Fisheries Act 2004.



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

1 PROTOCOLS: MINISTRY FOR CULTURE AND HERITAGE PROTOCOL

**A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER FOR ARTS, CULTURE
AND HERITAGE REGARDING INTERACTION WITH TARANAKI WHĀNUI KI TE UPOKO O
TE IKA ON SPECIFIED ISSUES**

1 INTRODUCTION

- 1.1 Under the Deed of Settlement dated [] between Taranaki Whānui ki Te Upoko o Te Ika and the Crown (the “Deed of Settlement”), the Crown agreed that the Minister for Arts, Culture and Heritage (the “Minister”) would issue a protocol (the “Protocol”) setting out how the Minister and the Chief Executive for the Ministry for Culture and Heritage (the “Chief Executive”) will interact with the governance entity on matters specified in the Protocol. These matters are:
- 1.1.1 Protocol Area – Part 2;
 - 1.1.2 Terms of issue – Part 3
 - 1.1.3 Implementation and communication – Part 4
 - 1.1.4 The role of the Chief Executive under the Protected Objects Act 1975 – Part 5
 - 1.1.5 The role of the Minister under the Protected Objects Act 1975 – Part 6
 - 1.1.6 Taranaki Whānui ki Te Upoko o Te Ika Ngā Taonga Tūturu held by Te Papa Tongarewa – Part 7
 - 1.1.7 Effects on Taranaki Whānui ki Te Upoko o Te Ika’s interest in the Protocol Area – Part 8
 - 1.1.8 Registration as a collector of Ngā Taonga Tūturu – Part 9
 - 1.1.9 Board Appointments – Part 10
 - 1.1.10 National Monuments, War Graves and Historical Graves – Part 11
 - 1.1.11 Grave of Honiana Te Puni – Part 12
 - 1.1.12 History publications relating to Taranaki Whānui ki Te Upoko o Te Ika – Part 13
 - 1.1.13 Cultural and/or Spiritual Practices and Tendering – Part 14
 - 1.1.14 Consultation – Part 15
 - 1.1.15 Changes to legislation affecting this Protocol –Part 16
 - 1.1.16 Definitions – Part 17
- 1.2 For the purposes of this Protocol the governance entity is the body representative of the whanau, hapū, and iwi of Taranaki Whānui ki Te Upoko o Te Ika who have an interest in the matters covered under this Protocol. This derives from the status of the governance entity as tangata whenua in the Protocol Area and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1 PROTOCOLS: MINISTRY FOR CULTURE AND HERITAGE PROTOCOL

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

2 PROTOCOL AREA

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

3 TERMS OF ISSUE

- 3.1 This Protocol is issued pursuant to section [] of the Port Nicholson Block (Taranaki Whānui ki Te Upoko) Claims Settlement Act [] ("the Settlement Legislation") that implements the Taranaki Whānui ki te Upoko o Te Ika Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.
- 3.2 This Protocol must be read subject to the terms of issue set out in Attachment B.

4 IMPLEMENTATION AND COMMUNICATION

- 4.1 The Chief Executive will maintain effective communication with the governance entity by:
 - 4.1.1 maintaining information provided by the governance entity on the office holders of the governance entity and their addresses and contact details;
 - 4.1.2 discussing with the governance entity concerns and issues notified by the governance entity about this Protocol;
 - 4.1.3 as far as reasonably practicable, providing opportunities for the governance entity to meet with relevant Ministry Managers and staff;
 - 4.1.4 meeting with the governance entity to review the implementation of this Protocol at least once a year, if requested by either party;
 - 4.1.5 as far as reasonably practicable, training relevant employees within the Ministry on this Protocol to ensure that they are aware of the purpose, content and implications of this Protocol;
 - 4.1.6 as far as reasonably practicable, inform other organisations with whom it works, central government agencies and stakeholders about this Protocol and provide ongoing information; and
 - 4.1.7 including a copy of the Protocol with the governance entity on the Ministry's website.

1 PROTOCOLS: MINISTRY FOR CULTURE AND HERITAGE PROTOCOL

5 THE ROLE OF THE CHIEF EXECUTIVE UNDER THE PROTECTED OBJECTS ACT 1975

General

- 5.1 The Chief Executive has certain functions, powers and duties in terms of the Act and will consult, notify and provide information to the governance entity within the limits of the Act. From the date this Protocol is issued the Chief Executive will:
- 5.1.1 notify the governance entity in writing of any Taonga Tūturu found within the Protocol Area or identified as being of Taranaki Whānui ki te Upoko o te Ika origin found anywhere else in New Zealand;
 - 5.1.2 provide for the care, recording and custody of any Taonga Tūturu found within the Protocol Area or identified as being of Taranaki Whānui ki te Upoko o te Ika origin found anywhere else in New Zealand;
 - 5.1.3 notify the governance entity in writing of its right to lodge a claim with the Chief Executive for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Taranaki Whānui ki te Upoko o te Ika origin found anywhere else in New Zealand;
 - 5.1.4 notify the governance entity in writing of its right to apply directly to the Maori Land Court for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of Taranaki Whānui ki te Upoko o te Ika origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu; and
 - 5.1.5 notify the governance entity in writing of any application to the Maori Land Court from any other person for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of Taranaki Whānui ki te Upoko o te Ika origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu.

Applications for Ownership

- 5.2. If the governance entity lodges a claim of ownership with the Chief Executive and there are no competing claims for any Taonga Tūturu found within the Protocol Area or identified as being of Taranaki Whānui ki te Upoko o te Ika origin found anywhere else in New Zealand, the Chief Executive will, if satisfied that the claim is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.
- 5.3 If there is a competing claim or claims lodged in conjunction with the governance entity's claim of ownership, the Chief Executive will consult with the governance entity for the purpose of resolving the competing claims, and if satisfied that a resolution has been agreed to, and is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.
- 5.4 If the competing claims for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Taranaki Whānui ki te Upoko o te Ika origin found anywhere else in New Zealand, cannot be resolved, the Chief Executive at the request of the governance entity may facilitate an application to the Māori Land Court for determination of ownership of the Taonga Tūturu.



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1 PROTOCOLS: MINISTRY FOR CULTURE AND HERITAGE PROTOCOL

Applications for Custody

- 5.5 If no ownership application is made to the Māori Land Court for any Taonga Tūturu found within the Protocol Area or identified as being of Taranaki Whānui ki te Upoko o te Ika origin found elsewhere in New Zealand by the governance entity or any other person, the Chief Executive will:
- 5.5.1 consult the governance entity where there is any request from any other person for the custody of the Taonga Tūturu;
 - 5.5.2 consult the governance entity before a decision is made on who may have custody of the Taonga Tūturu; and
 - 5.5.3 notify the governance entity in writing of the decision made by the Chief Executive on the custody of the Taonga Tūturu.

Export Applications

- 5.6 For the purpose of seeking an expert opinion from the governance entity on any export applications to remove any Taonga Tūturu of Taranaki Whānui ki te Upoko o te Ika origin from New Zealand, the Chief Executive will register the governance entity on the Ministry for Culture and Heritage's Register of Expert Examiners.
- 5.7 Where the Chief Executive receives an export application to remove any Taonga Tūturu of Taranaki Whānui ki te Upoko o te Ika origin from New Zealand, the Chief Executive will consult the governance entity as an Expert Examiner on that application, and notify the governance entity in writing of his or her decision.

6. THE ROLE OF THE MINISTER UNDER THE PROTECTED OBJECTS ACT 1975

- 6.1 The Minister has functions, powers and duties under the Act and may consult, notify and provide information to the governance entity within the limits of the Act. In circumstances where the Chief Executive originally consulted the governance entity as an Expert Examiner, the Minister may consult with the governance entity where a person appeals the decision of the Chief Executive to:
- 6.1.1 refuse permission to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand; or
 - 6.1.2 impose conditions on the approval to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand.
 - 6.1.3 the Ministry will notify the governance entity in writing of the Minister's decision on an appeal in relation to an application to export any Taonga Tūturu where the governance entity was consulted as an Expert Examiner.

7. TARANAKI WHĀNUI KI TE UPOKO O TE IKA NGA TAONGA TUTURU HELD BY TE PAPA TONGAREWA

- 7.1 The Chief Executive will invite Te Papa Tongarewa to enter into a relationship with the governance entity, for the purposes of Te Papa Tongarewa compiling a full inventory of Taonga Tūturu held by Te Papa Tongarewa, which are of cultural, spiritual and historical importance to Taranaki Whānui ki Te Upoko o Te Ika; and

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1 PROTOCOLS: MINISTRY FOR CULTURE AND HERITAGE PROTOCOL

7.2 associated costs and/or additional resources required to complete the obligations under paragraph 7.1 will be funded by Te Papa Tongarewa, as resources allow.

8. EFFECTS ON TARANAKI WHĀNUI KI TE UPOKO O TE IKA'S INTERESTS IN THE PROTOCOL AREA

8.1 The Chief Executive and governance entity shall discuss any policy and legislative development, which specifically affects Taranaki Whānui ki Te Upoko o Te Ika interests in the Protocol Area.

8.2 The Chief Executive and governance entity shall discuss any of the Ministry's operational activities, which specifically affect Taranaki Whānui ki Te Upoko o te Ika interest in the Protocol Area.

8.3 Notwithstanding paragraphs 8.1 and 8.2 above the Chief Executive and governance entity shall meet to discuss Taranaki Whānui ki Te Upoko o Te Ika interests in the Protocol Area as part of the meeting specified in clause 4.1.4.

9. REGISTRATION AS A COLLECTOR OF NGĀ TAONGA TŪTURU

9.1 The Chief Executive will register the governance entity as a Registered Collector of Taonga Tūturu.

10. BOARD APPOINTMENTS

10.1 The Chief Executive shall:

10.1.1 notify the governance entity of any vacancies on Boards administered by the Ministry;

10.1.2 include governance entity nominees in the Ministry for Culture and Heritage's Nomination Register, for consideration during the process of making Board appointments; and

10.1.3 notify the governance entity of any appointments to any Boards administered by the Ministry, where these are publicly notified.

11. NATIONAL MONUMENTS, WAR GRAVES AND HISTORIC GRAVES

11.1 The Chief Executive shall seek and consider the views of the governance entity on any national monument, war grave, historical grave or urupā, managed or administered by the Ministry, which specifically relates to Taranaki Whānui ki Te Upoko o Te Ika's interests.

12. GRAVE OF HONIANA TE PUNI

12.1 The Chief Executive shall have regard to the views of the governance entity in relation to any matter concerning the grave of Honiana Te Puni.

13. HISTORY PUBLICATIONS RELATING TO TARANAKI WHĀNUI KI TE UPOKO O TE IKA

13.1 The Chief Executive shall:



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1 PROTOCOLS: MINISTRY FOR CULTURE AND HERITAGE PROTOCOL

13.1.1 provide the governance entity with a list of all history publications commissioned or undertaken by the Ministry that relates substantially to Taranaki Whānui ki Te Upoko o Te Ika, and will supply these on request; and

13.1.2 discuss with the governance entity any work the Ministry undertakes that deals specifically or substantially with Taranaki Whānui ki Te Upoko o Te Ika.

14. PROVISION OF CULTURAL AND/OR SPIRITUAL PRACTICES AND PROFESSIONAL SERVICES

14.1 When the Chief Executive requests cultural and/or spiritual practices to be undertaken by Taranaki Whānui ki Te Upoko o Te Ika within the Protocol Area, the Chief Executive will make a contribution, subject to prior mutual agreement, to the costs of undertaking such practices.

14.2 Where appropriate, the Chief Executive will consider using the governance entity as a provider of professional services.

14.3 The procurement by the Chief Executive of any such services set out in Clauses 14.1 and 14.2 is subject to the Government's Mandatory Rules for Procurement by Departments, all government good practice policies and guidelines, and the Ministry's purchasing policy.

15. CONSULTATION

15.1 Where the Chief Executive is required to consult under this Protocol, the basic principles that will be followed in consulting with the governance entity in each case are:

15.1.1 ensuring that the governance entity is consulted as soon as reasonably practicable following the identification and determination by the Chief Executive of the proposal or issues to be the subject of the consultation;

15.1.2 providing the governance entity with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;

15.1.3 ensuring that sufficient time is given for the participation of the governance entity in the decision making process including the preparation of submissions by the governance entity in relation to any of the matters that are the subject of the consultation;

15.1.4 ensuring that the Chief Executive will approach the consultation with the governance entity with an open mind, and will genuinely consider the submissions of the governance entity in relation to any of the matters that are the subject of the consultation; and

15.1.5 report back to the governance entity, either in writing or in person, in regard to any decisions made that relate to that consultation.

16 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

16.1 If the Chief Executive consults with Māori generally on policy development or any proposed legislative amendment to the Act that impacts upon this Protocol, the Chief Executive shall:

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

1 PROTOCOLS: MINISTRY FOR CULTURE AND HERITAGE PROTOCOL

- 16.1.1 notify the governance entity of the proposed policy development or proposed legislative amendment upon which Māori generally will be consulted;
- 16.1.2 make available to the governance entity the information provided to Māori as part of the consultation process referred to in this clause; and
- 16.1.3 report back to the governance entity on the outcome of any such consultation.

17. DEFINITIONS

17.1 In this Protocol:

Chief Executive means the Chief Executive of the Ministry for Culture and Heritage and includes any authorised employee of the Ministry for Culture and Heritage acting for and on behalf of the Chief Executive

Crown means the Sovereign in right of New Zealand and includes, where appropriate, the Ministers and Departments of the Crown that are involved in, or bound by the terms of the Deed of Settlement to participate in, any aspect of the redress under the Deed of Settlement

Expert Examiner has the same meaning as in section 2 of the Act and means a body corporate or an association of persons

Found has the same meaning as in section 2 of the Act and means:

in relation to any Taonga Tūturu, means discovered or obtained in circumstances which do not indicate with reasonable certainty the lawful ownership of the Taonga Tūturu and which suggest that the Taonga Tūturu was last in the lawful possession of a person who at the time of finding is no longer alive; and 'finding' and 'finds' have corresponding meanings

governance entity means the trustees for the time being of the Port Nicholson Block Settlement Trust.

Ngā Taonga Tūturu has the same meaning as in section 2 of the Act and means 2 or more Taonga Tūturu

Protocol means a statement in writing, issued by the Crown through the Minister to the governance entity under the Settlement Legislation and the Deed of Settlement and includes this Protocol

Taonga Tūturu has the same meaning as in section 2 of the Act and means:

an object that—

- (a) relates to Māori culture, history, or society; and
- (b) was, or appears to have been,—
- (i) manufactured or modified in New Zealand by Māori; or
- (ii) brought into New Zealand by Māori; or
- (iii) used by Māori; and

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

1 PROTOCOLS: MINISTRY FOR CULTURE AND HERITAGE PROTOCOL

(c) is more than 50 years old

Taranaki Whānui ki Te Upoko o Te Ika has the meaning set out in clause 8.1 of the Deed of Settlement.

ISSUED on []

SIGNED for and on behalf of **THE SOVEREIGN** in right of New Zealand by the Minister for Arts, Culture and Heritage:

WITNESS

Name:

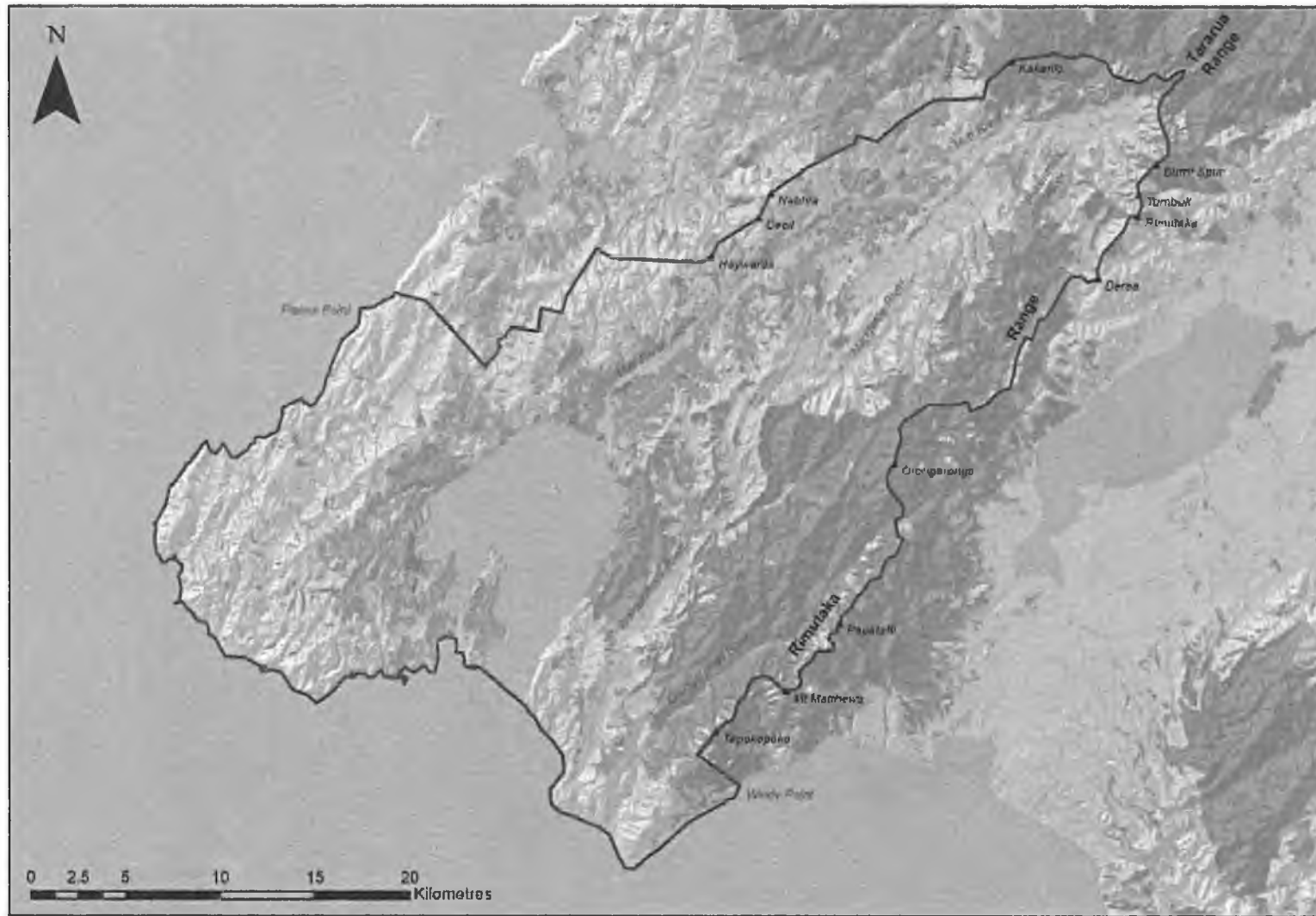
Occupation:

Address:



1 PROTOCOLS: THE MINISTRY FOR CULTURE AND HERITAGE PROTOCOL

ATTACHMENT A
THE MINISTRY FOR CULTURE AND HERITAGE PROTOCOL AREA



ATTACHMENT B

TERMS OF ISSUE

This Protocol is issued subject to the provisions of the deed of settlement and the settlement legislation. These provisions are set out below.

1 Provisions of the deed of settlement relating to this Protocol

1.1 The deed of settlement provides that:

1.1.1 a failure by the Crown to comply with a protocol is not a breach of the deed of settlement (paragraph 3.3 of the provisions schedule); and

1.1.2 this protocol does not override or limit:

- (a) legislative rights, powers, or obligations; or
- (b) the functions, duties, and powers of Ministers, officials and others under legislation; or
- (c) the ability of the Crown to interact or consult with persons other than Taranaki Whānui ki Te Upoko o Te Ika or the governance entity.

2 Authority to issue, amend or cancel protocols

2.1 Section [*insert reference*] of the settlement legislation provides that:

- (1) each responsible Minister may –
 - (a) issue a protocol to the governance entity in the form set out in part 1 of the documents schedule to the deed of settlement; and
 - (b) amend or cancel that protocol.
- (2) a protocol may be amended or cancelled under subsection (1) at the initiative of either –
 - (a) the governance entity; or
 - (b) the responsible Minister.
- (3) the responsible Minister may amend or cancel a protocol only after consulting with, and having particular regard to the views of, the governance entity.

3 Protocols subject to rights, functions, and obligations

3.1 Section [*insert reference*] of the settlement legislation provides that:

protocols do not restrict:

- (1) the ability of the Crown to exercise its powers and perform its functions and duties in accordance with the law and government policy, which includes, without limitation, the ability to –

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

1 PROTOCOLS: THE MINISTRY FOR CULTURE AND HERITAGE PROTOCOL

- (a) introduce legislation and change government policy; and
 - (b) issue a protocol to, or interact or consult with a person the Crown considers appropriate, including, without limitation, any iwi, hapū, marae, whānau, or other representative of tangata whenua; or
- (4) the responsibilities of the responsible Minister or a responsible department; or
- (5) the legal rights of Taranaki Whānui ki Te Upoko o Te Ika or entity a representative entity.

4 Enforcement of a protocol

4.1 Section [*insert reference*] of the settlement legislation provides that:

- (1) the Crown must comply with a protocol while it is in force.
- (2) if the Crown fails, without good cause, to comply with a protocol, the governance entity may, subject to the Crown Proceedings Act 1950, enforce the protocol.
- (3) despite subsection (2), damages or any form of monetary compensation are not available as a remedy for failure by the Crown to comply with a protocol.
- (4) to avoid doubt,-
 - (a) subsections (1) and (2) do not apply to guidelines developed for the implementation of a protocol; and
 - (b) subsection (3) does not affect the ability of a court to award costs incurred in enforcing a protocol under subsection (2).

5 Limitation of rights

5.1 Section [*insert reference*] of the settlement legislation provides that:

this Protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, taonga tūturu.

2 STATEMENTS OF ASSOCIATION

The traditional, historical, cultural and spiritual associations of Taranaki Whānui ki Te Upoko o Te Ika with a particular area or site.

Kaiwharawhara Stream

The Kaiwharawhara stream has had a close association with Taranaki Whānui ki Te Upoko o Te Ika from its origins in Otari to its outlet to Wellington Harbour as one of the key source streams flowing to the harbour. Kaiwharawhara Pā, which was the early stronghold of Taringa Kuri (Te Kaeaea) and formed a gateway into Wellington Town, was located on the side of the Kaiwharawhara stream at its mouth. A trail wound through the forest from Thorndon, crossed the Kaiwharawhara Stream in Otari Reserve, headed up the spur and continued on to Makara. This section of the Kaiwharawhara Stream was then known as Te Mahanga. The track linked Taranaki Whānui ki Te Upoko o Te Ika settlements at Makara and Kaiwharawhara.

Settlers recorded gardens situated near the stream and Taranaki Whānui ki Te Upoko o Te Ika caught kaka in a clearing by the stream. Otari can mean "the place of snares". This stream like the others around the harbour held a stock of tuna (eel) that fed as they grew to maturity prior to migrating to spawn. Piharau, inanga and kokopu came into the stream to spawn along with other freshwater species.

Coastal Marine Area

The Taranaki Whānui ki Te Upoko o Te Ika coastal marine area extends in the east from the settlement of Mukamukaiti in Palliser Bay. The area proceeds along that coastline towards Turakirae. This was, and is, an area used intensively by Taranaki Whānui ki Te Upoko o Te Ika to gather kaimoana of a great variety and abundance. Turakirae sits at the foot of the range that becomes Rimutaka. The area extends past the kainga of Orongorongo and Orua-poua-nui (Baring Head), with their associated marine resources and garden areas (nga kinga), and thence to the multiple sites of Fitzroy Bay which include the ancient Pā of Parangarehu to the bay-bar lakes of Kohanga-te-ra and Kohanga Piripiri. The lakes are very important mahinga kai and match the food producing capacity of the bay itself. Te Rae-akiaki, now known as Pencarrow Head, guarded the entrance to the harbour and travellers heading east crossed the channels of Te Au o Tane (main entrance to the Wellington Harbour) and Te Awa a Taia (the old channel which is now Kilbirnie) from the Harbour.

The coastal marine area extends around the coast past the old Pā of Oruaiti, Rangitatau which is in the vicinity of Palmer Head. It continues to Island Bay, past the ancient Pā of Uruhau (which is opposite Tapu te Ranga in Island Bay) as well as the kainga of Te Mapunga, then around to a village at Owhiro Bay.

The Wellington south coast has many sites dating from the earliest Māori occupation. Rimurapa (Sinclair Head) like Turakirae is a traditional marker as is Pariwhero (Red Rocks). The next pā was Wai-komaru then around to Pirihihi Kainga at Waiariki Stream through the kainga at Wai-pahihi (Karori) stream and then to the exposed kainga at Oterongo.

The west coast from Te Rawhiti, the western most point around to the bays which each contained at least one pā or kainga of Ohau then around to Te Ika Maru with its ancient headland pā and its rich resource of paua and other kaimoana. The next embayment heading north is Opau which is followed by many sites to Makara Beach and the Ohariu Pā along with Te Arei Pā and thence to the northernmost settlement of Ngutu Kaka just north of Pipinui Point near Boom Rock.

2: STATEMENTS OF ASSOCIATION

Hutt River

Te Awakairangi is the oldest name for the Hutt River attributed to the Polynesian explorer Kupe. It was also known as Heretaunga in a later period. The origins of the streams flowing to Awakairangi are high in the Tararua Range. The stream and rivers lead down through Pakuratahi at the head of the Hutt Valley. Taranaki Whānui ki Te Upoko o Te Ika had interests at Pakuratahi. The trail linking Te Whanganui a Tara and the Wairarapa came through Pakuratahi and over the Rimutaka Range. Prior to the 1855 uplift Te Awakairangi was navigable by waka up to Pakuratahi and the river was navigable by European ships almost to Whirinaki (Silverstream).

Taranaki Whānui ki Te Upoko o Te Ika travelled in the Hutt Valley largely by waka. There were few trails through the heavy forest of the valley. Many Taranaki Whānui ki Te Upoko o Te Ika Kainga and Pā were close to the river including at Haukaretu (Maoribank), Whakataka Pā (which was across the bank from what is now Te Marua), Mawaihakona (Wallaceville), Whirinaki, Motutawa Pā (Avalon), Maraenuku Pā (Boulcott), Paetutu Pā and at the mouth of the river, Hikoikoi Pā to the west and Waiwhetu Pā (Owhiti) to the east.

Te Awakairangi linked the settlements as well as being a food supply for the pā and kainga along the river. Mahinga kai were found along the river such as Te Momi (Petone) which was a wetland that held abundant resources of birds, tuna and other food sources. The river ranged across the valley floor and changed course several times leaving rich garden sites. Waka were carved from forest trees felled for that purpose close to the river.

Waiwhetu Stream

The Waiwhetu Stream arises in the foothills above Naenae. Along the stream were the pā and kainga of Te Mako Pā (Naenae), Ngutu-Ihe Pā (Gracefield), Waiwhetu Pā, and Owhiti Pā. The present Waiwhetu Marae is located on the Waiwhetu Stream on Hutt Section 19 where a village site was previously located. Near the mouth of the stream were the pā of Waiwhetu and Owhiti along with their urupā which are still in use today. In pre-colonial times the stream was larger and able to be accessed by waka for considerable distance. Today modern waka taua carved in the traditional style are housed on the banks of the Waiwhetu Stream. The stream was also a source of tuna, piharau as well as kokopu and other freshwater species of fish.

Wellington Harbour

The harbour was one of the highways used by Taranaki Whānui ki Te Upoko o Te Ika. At the time of pākehā settlement in 1839, it was crowded with waka of all types and was used for transport, fishing and sometimes warfare.

The harbour was a very significant fishery both in terms of various finfish and whales as well as shellfish. The relatively sheltered waters of the harbour meant that Māori could fish at most times from simple waka. The rocks in and around the harbour were named such as Te Aroaro a Kupe (Steeple Rock), Te Tangihanga a Kupe (Barrett's Reef) and so on. There were takiwa for whanau around the harbour and each had associated fisheries such as for ngōiro (conger eel). Each marae around the harbour had its rohe moana and the associated fishery. Pipitea Pā was named for the pipi bed in its immediate rohe moana. There are places within the harbour which were special for certain species such as kingfish and hapuku. Matiu Island had several pā or kainga situated around the island, each of which had a rohe moana to provide the food source to sustain them. Other resources came from the harbour including the seaweed such as karengo (sea lettuce), the bull kelp (rimurapa) and many others along with shellfish used variously at the pā. The mouths of the streams held their special resources such as the inanga (whitebait), piharau (lamprey), kahawai and tuna (eel).

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

2: STATEMENTS OF ASSOCIATION

The freshwater sources of the harbour were well known and highly prized not only by Taranaki Whānui ki Te Upoko o Te Ika, but also by the European traders who would fill water barrels while their sailing ships were anchored in the harbour. It is noted that these freshwater puna are still used to supply fresh water to Matiu/Somes.

The bed of the harbour is associated with the pā including Te Aro, Pipitea, Pito-one/Te Tatau o te Po, Waiwhetu, Owhiti, Hikoikoi, as well as those pā such as Kaiwharawhara, Ngauranga and others which were around the harbour just prior to colonisation.

Riverside Drive Marginal Strip

Riverside Drive marginal strip is located along the Waiwhetu Stream South. Taranaki Whānui ki Te Upoko o Te Ika consider the marginal strip to be an integral part of the stream. The bed, banks and the flow of the stream are viewed as a single entity. The banks were used for the preparation of the tuna (eel) including to pawhara (to open and dry) the catch. The pā tuna (eel weirs) and utu piharau (lamprey weirs) were assembled to capture the tuna heke when the mature tuna were migrating downstream to the ocean to spawn, and the lamprey as they headed upstream to spawn. The association with Waiwhetu Marae is long established as well as the older association with the old marae at the mouth of the Hutt River.

Seaview Marginal Strip

Seaview marginal strip is along the area of the Waiwhetu Stream close to its mouth which discharges into the Hutt River near its mouth. The area is closely associated with the old Waiwhetu Pā and the Owhiti Pā and the urupā associated with those places. These areas were (and still are) associated with estuarine fishing including for kahawai, inanga and patiki among other species. Nets and lines were dried on the banks to be repaired as the catch was prepared. Taranaki Whānui ki Te Upoko o Te Ika would have seasonally camped near these areas for the catching of migrations and gatherings of fish which were harvested dried and stored for future use.

Government Buildings Historic Reserve

The Government Building Historic Reserve is the foreshore of the traditional tauranga waka called Waititi and is now known as Waititi landing. This area was also the mouth of the Waipiro and Tutaenui Streams, an area associated with urupā in the area. The Ngati Te Whiti people of Kumutoto pā (which was located where the present day Woodward Street intersects with the Terrace) had interests in the area as did the Ngati Hamua/Te Matehou people of Pipitea pa. These were both hapu of Te Atiawa. Wi Tako Ngātata was the Rangatira at Kumutoto and his connection to this area should be noted given his significance for the development of Wellington City and his later membership of the Legislative Council from 1872 until his death in 1887. The area is also connected with Kaiota and Haukawakawa, or what came to be called the Thorndon Flats.

Turnbull House Historic Reserve

Turnbull House Historic Reserve is also closely associated with Kumutoto Pā, which was situated where Woodward Street intersects with the Terrace. Associated with Kumutoto pā were numerous kāinga. The Ngati Te Whiti people of Kumutoto pa had interests in the area as did the Ngati Hamua/Te Matehou people of Pipitea pa. These were both hapu of Te Atiawa. Wi Tako Ngātata was the Rangatira at Kumutoto.

The Tutaenui Stream flowed down Bowen Street and entered the harbour near where the cenotaph is now located. In the early times of the colony, Bowen Street was known as Kumutoto. Further up the road was what is now known as the Sydney Street Public cemetery, the Church of England cemetery and the Bolton Street cemetery. Those cemeteries held the graves of the

2: STATEMENTS OF ASSOCIATION

Pipitea Rangatira, Te Rira Porutu and Ropiha Moturoa along with many others of the pā in this part of the harbour.

Rimutaka Forest Park

Rimutaka Forest Park was an area of dense tall forest. The podocarp forest on the valley floor contained kahikatea, matai, miro, pukatea, rimu, and tōtara. In other areas grew rata and a broad mix of forest trees. The native forests and rivers of what is now the Rimutaka Forest Park were a key resource for the collection of food (kai), medicinal plants and animals (rongoā) and weaving materials (taonga raranga). The forests in the Rimutaka Forest Park also include sub-tropical emergent forest above a canopy of hinau, kamahi, rewa rewa and tree ferns. Some black beech is found on drier sites, and silver beech on the high ridge-tops. The pā at Orongorongo and around the coast used these areas as mahinga kai for birding and collecting other forest resources. Although there were few settlements in this area, Taranaki Whānui ki Te Upoko o Te Ika had camps throughout this area.

Wainuiomata Scenic Reserve

Wainuiomata Scenic Reserve is a modified remnant of the original indigenous forest and its origins are similar to Rimutaka Forest Park. The podocarp forest on the valley floor contained kahikatea, matai, miro, pukatea, rimu, and tōtara. In other areas grew rata and a broad mix of forest trees. The native forests and rivers of what is now the Wainuiomata Scenic Reserve were a key resource for the collection of food (kai), medicinal plants and animals (rongoā) and weaving materials (taonga raranga). The forests in the Reserve also include sub-tropical emergent forest above a canopy of hinau, kamahi, rewa rewa and tree ferns. Some black beech is found on drier sites, and silver beech on the high ridge-tops. The reserve was close to original Taranaki Whānui ki Te Upoko o Te Ika settlements and was used more than some of the more remote areas for the collection of rongoā and taonga raranga as well as being a source for birding and the harvesting of trees for waka to be transported down river.

Turakirae Head Scientific Reserve

Turakirae is an area of considerable significance to Taranaki Whānui ki Te Upoko o Te Ika as a marker in the land. Travellers commonly travelled to the Wairarapa from Wellington via Turakirae. The area is close to the deep waters of the Nicholson Trench and it has very rich fisheries for shellfish, such as paua and koura, along with many finfish. The pā at Orongorongo and at Mukamuka along with other settlements along this coast all connect closely to this area which has been intensely used by Taranaki Whānui ki Te Upoko o Te Ika up to the present day. Connections with Taranaki Whānui ki Te Upoko o Te Ika to this area into Palliser Bay is closely linked to Wainuiomata, Orongorongo and Mukamuka.

Kelburn Local Purposes (Community and Administrative buildings) Reserve

Kelburn Local Purposes Reserve made up part of the Kumutoto nga kinga (gardens/cultivation areas) associated with Kumutoto Pā. Kumutoto Pā was situated where the present day Woodward Street intersects with the Terrace. The Ngati Te Whiti people of Kumutoto pā had interests in the area as did the Ngati Hamua/Te Matehou people of Pipitea pā. These were both hapu of Te Atiawa. Wi Tako Ngātata was the Rangatira at Kumutoto. The areas that now make up the Kelburn Local Purposes Reserve provided the lifeline for the pā, providing a source of aruhe (fern root) as well as being a site for kumara gardens. Harakeke (flax) grown here was exported through Kumutoto Pā at the waterfront in the early colonial period.

3 DEED OF RECOGNITION

THIS DEED is made

BETWEEN

The trustees of the Port Nicholson Block Settlement Trust (the “**governance entity**”)

AND

THE SOVEREIGN in right of New Zealand acting by the Minister of Conservation (the “**Crown**”)

IT IS AGREED as follows:

1 BACKGROUND

- 1.1 Taranaki Whānui ki Te Upoko o Te Ika, the governance entity, and the Crown are parties to a deed of settlement (the “deed of settlement”) dated [].
- 1.2 It was agreed under clauses 5.6 – 5.8 of the deed of settlement that, if it became unconditional, the Crown and the governance entity would enter into this deed.
- 1.3 The Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) Claims Settlement Act [] (the “settlement legislation”) has come into force and the deed of settlement is unconditional.
- 1.4 The Crown has acknowledged, under section [] of the settlement legislation, the statements by Taranaki Whānui ki Te Upoko o Te Ika set out in clause 2.2 of its particular cultural, spiritual, historical and traditional association with the statutory areas.

2 STATUTORY AREAS AND STATEMENTS OF ASSOCIATION

- 2.1 This deed applies to each of the following statutory areas:
 - 2.1.1 Rimutaka Forest Park (as shown on SO 408079); and
 - 2.1.2 Wainuiomata Scenic Reserve (as shown on SO 408080); and
 - 2.1.3 Turakirae Head Scientific Reserve (as shown on SO 408081).
- 2.2 The statements of association relating to each of those statutory areas are as follows:

Rimutaka Forest Park

- 2.2.1 Rimutaka Forest Park was an area of dense tall forest. The podocarp forest on the valley floor contained kahikatea, matai, miro, pukatea, rimu, and tōtara. In other

3: DEED OF RECOGNITION

areas grew rata and a broad mix of forest trees. The native forests and rivers of what is now the Rimutaka Forest Park were a key resource for the collection of food (kai), medicinal plants and animals (rongoā) and weaving materials (taonga raranga). The forests in the Rimutaka Forest Park also include sub-tropical emergent forest above a canopy of hinau, kamahi, rewa rewa and tree ferns. Some black beech is found on drier sites, and silver beech on the high ridge-tops. The pā at Orongorongo and around the coast used these areas as mahinga kai for birding and collecting other forest resources. Although there were few settlements in this area, Taranaki Whānui ki Te Upoko o Te Ika had camps throughout this area; and

Wainuiomata Scenic Reserve

- 2.2.2 Wainuiomata Scenic Reserve is a modified remnant of the original indigenous forest and its origins are similar to Rimutaka Forest Park. The podocarp forest on the valley floor contained kahikatea, matai, miro, pukatea, rimu, and tōtara. In other areas grew rata and a broad mix of forest trees. The native forests and rivers of what is now the Wainuiomata Scenic Reserve were a key resource for the collection of food (kai), medicinal plants and animals (rongoā) and weaving materials (taonga raranga). The forests in the Reserve also include sub-tropical emergent forest above a canopy of hinau, kamahi, rewa rewa and tree ferns. Some black beech is found on drier sites, and silver beech on the high ridge-tops. The reserve was close to original Taranaki Whānui ki Te Upoko o Te Ika settlements and was used more than some of the more remote areas for the collection of rongoā and taonga raranga as well as being a source for birding and the harvesting of trees for waka to be transported down river; and

Turakirae Head Scientific Reserve

- 2.2.3 Turakirae is an area of considerable significance to Taranaki Whānui ki Te Upoko o Te Ika as a marker in the land. Travellers commonly travelled to the Wairarapa from Wellington via Turakirae. The area is close to the deep waters of the Nicholson Trench and it has very rich fisheries for shellfish, such as paua and koura, along with many finfish. The pā at Orongorongo and at Mukamuka along with other settlements along this coast all connect closely to this area which has been intensely used by Taranaki Whānui ki Te Upoko o Te Ika up to the present day. Connections with Taranaki Whānui ki Te Upoko o Te Ika to this area into Palliser Bay is closely linked to Wainuiomata, Orongorongo and Mukamuka.

3 CONSULTATION BY THE MINISTER OF CONSERVATION WITH THE GOVERNANCE ENTITY IN RELATION TO THE STATUTORY AREAS

- 3.1 The Minister of Conservation and the Director-General of Conservation must, if undertaking an activity referred to in clause 3.2 in relation to or within a statutory area, consult and have regard to the views of the governance entity concerning the association of Taranaki Whānui ki Te Upoko o Te Ika with that statutory area as described in the statement of association.
- 3.2 Clause 3.1 applies to the following activities:

- 3.2.1 preparing:



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

3: DEED OF RECOGNITION

- (a) a conservation management strategy, or a conservation management plan, under the Conservation Act 1987 or the Reserves Act 1977; or
- (b) a national park management plan under the National Parks Act 1980; or
- (c) in relation to a statutory area that is not a river, a non-statutory plan, strategy, programme, or survey of one of the following kinds for the protection and management of that statutory area, namely to:
 - (i) identify and protect wildlife or indigenous plants; or
 - (ii) eradicate pests, weeds or introduced species; or
 - (iii) assess current and future visitor activities; or
 - (iv) identify the number and type of concessions that may be appropriate; or
- (d) in relation to a statutory area that is a river, a non-statutory plan, strategy, or programme for the protection and management of that statutory area; or

3.2.2 locating or constructing structures, signs or tracks.

3.3 The Minister of Conservation and the Director-General of Conservation must, in order to enable the governance entity to give informed views when consulting the governance entity under clause 3.1, provide the governance entity with relevant information.

4 LIMITATIONS

4.1 This deed relates only to those parts of a statutory area owned and managed by the Crown.

4.2 This deed does not, in relation to a statutory area:

4.2.1 require the Crown to undertake, increase, or resume any activity of the kind referred to in clause 3.2; or

4.2.2 preclude the Crown from not undertaking, or ceasing to undertake, any activity referred to in clause 3.2.

4.3 This deed is subject to the provisions of sections 2.17 – 2.19 and section 2.22 of the settlement legislation.

5 TERMINATION

5.1 This Deed terminates in respect of the statutory area (or part of it) if:

5.1.1 the governance entity and the Minister of Conservation agree in writing that this deed is no longer appropriate for the area concerned; or

5.1.2 the area concerned is disposed of by the Crown; or

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

3: DEED OF RECOGNITION

5.1.3 the Minister of Conservation ceases to be responsible for the activities referred to in clause 3.2 in relation to or within the area concerned and they are transferred to another person or official within the Crown.

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 may be given in the manner provided in part 8 of the provisions schedule to the deed of settlement.

6.2 The governance entity's address where notices may be given is (until further notice) as provided in paragraph 1.3 of the provisions schedule to the deed of settlement.

6.3 The Crown's address where notices may be given is:

Area Manager,
Department of Conservation
Poneke Area Office,
181 Thorndon Quay,
PO Box 5086,
Wellington.

7 NO ASSIGNMENT

7.1 The governance entity may not assign its rights or obligations under this deed.

8 DEFINITIONS AND INTERPRETATION

8.1 In this deed, unless the context requires otherwise:

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

Minister of Conservation and **Minister** means the person who is the Minister of Conservation;

party means a party to this deed;

statement of association means a statement of association in clause 2.2; and

statutory area means the statutory area referred to in clause 2.1.

8.2 In the interpretation of this deed, unless the context requires otherwise:

8.2.1 terms and expressions that are not defined in this deed but are defined in the deed of settlement have the meaning in this deed that they have in the deed of settlement; and

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

3: DEED OF RECOGNITION

- 8.2.2 headings appear as a matter of convenience and are not to affect the interpretation of this deed; and
 - 8.2.3 where a word or expression is defined in this deed, other parts of speech and grammatical forms of that word or expression have corresponding meanings; and
 - 8.2.4 the singular includes the plural and vice versa; and
 - 8.2.5 words importing one gender include the other genders; and
 - 8.2.6 a reference to legislation is a reference to that legislation as amended, consolidated or substituted; and
 - 8.2.7 a reference to any document or agreement, including this deed, includes a reference to that document or agreement as amended, novated, or replaced; and
 - 8.2.8 a reference to written or in writing includes all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form; and
 - 8.2.9 a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate; and
 - 8.2.10 a reference to a date on which something must be done includes any other date that may be agreed in writing between the governance entity and the Crown; and
 - 8.2.11 where something is required to be done by or on a day that is not a business day, that thing must be done on or by the next business day after that day; and
 - 8.2.12 a reference to time is to New Zealand time.
- 8.3 In this deed, references to SO plans are included for the purpose of indicating the general location of a statutory area and do not establish the precise boundaries of a statutory area.
- 8.4 If there are any inconsistencies between this deed and the deed of settlement, the provisions of the deed of settlement will prevail.



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

3: DEED OF RECOGNITION

SIGNED as a deed on []

[Insert signing provisions for the governance entity]

WITNESS

Name:

Occupation:

Address:

SIGNED for and on behalf of
THE SOVEREIGN in right of New
Zealand by the Minister of Conservation
in the presence of:

WITNESS

Name:

Occupation:

Address:



4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Approved by Registrar-General of Land under No. 2002/3048

DRAFT

Section 115, Land Transfer Act 1952

Land registration district

WELLINGTON



BARCODE

Unique identifier(s)
or C/T(s)

All/part

Area/description of part or stratum

New title

All

Section 3 SO Plan 20946

Lessor

Surname(s) must be underlined or in CAPITALS

(TARANAKI WHANUI)

Lessee

Surname(s) must be underlined or in CAPITALS

WELLINGTON REGIONAL COUNCIL

Estate or interest*

Insert "fee simple", "leasehold in lease number", etc

Fee Simple

Lease memorandum number

Not Applicable

Term

33 years

Rental

\$1.00 (if demanded)

Operative clause

If required, set out the terms of lease in Annexure Schedule(s).

The Lessor leases to the Lessee and the Lessee accepts the lease of the above estate or interest in the land in the above certificate(s) of title or 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).

Dated this

day of

Attestation

Signature [common seal] of Lessor	Signed in my presence by the Lessor
	Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address

Signature [common seal] of Lessee	Signed in my presence by the Lessee
	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 Lessee

*The specified consent form must be used for the consent of any mortgagee of the estate or interest to be leased

REF: 7012 - AUCKLAND DISTRICT LAW SOCIETY

Ref Code: WBL341/887 - 0 7012/1

[Handwritten signatures]

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 1 of 7 Pages



(Continue in additional Annexure Schedule, if required.)

1. TERM & RENEWALS

1.1 The term of this Lease shall be thirty three (33) years from the ?? day of ??? 2008.

1.2 If the Lessee has given to the Lessor written notice to renew this Lease at least three (3) calendar months before the end of the term then the Lessor will at the costs of the Lessee extend the term of the Lease for another term of thirty three (33) years from the expiration date. Each and every renewal of the term of this Lease shall be upon and subject to the same covenants and provisions expressed or implied in this Lease, including the present provision for renewal of term.

2. RENT AND REVIEWS

2.1 If demanded, the Lessee shall pay the Rental without any deductions and in the manner the Lessor may from time to time direct.

3. OUTGOINGS

3.1 The Lessee shall pay all rates, taxes, levies and outgoings imposed or payable in respect of the Land and the structures and/or improvements erected on the Land.

3.2 The Lessee shall pay all charges for water, gas, electricity, telephones and other utilities or services incurred by the Lessee on the Land.

4. USE

4.1 The Lessee shall not use or permit the whole or any part of the Land or any structures and/or improvements erected on the Land to be used for any use other than the following uses:

4.1.1 Operation and use of a lighthouse and/or marine navigation aids,

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 2 of 7 Pages

(Continue in additional Annexure Schedule, if required.)

- 4.1.2 Installation, maintenance, repair and replacement of the lighthouse and/or marine navigation aids, and
- 4.1.3 Installation, maintenance, repair and replacement of equipment and machinery (including without limitation, power generators, solar power banks, transformers and cables) necessary or desirable for the proper operation of the lighthouse and/or marine navigation aids.
- 4.2 The Lessee shall have right of access (with or without equipment and machinery) over adjoining land of the Lessor for the purpose of obtaining convenient or practical access to and from the Land. (This provision needed if leasing part of the land.)
- 4.3 The Lessee shall observe and comply with all statutory provisions, regulations and by-laws at any time in force so far as the same are applicable to the Lessee and/or the Land and/or any improvements to the Land and/or the business or use conducted by the Lessee on the Land.
- 4.4 The Lessee shall not use the Land or any improvements on the Land for any noxious, illegal or offensive trade or business.
- 4.5 The Lessee shall not commit or permit any act or thing which may be a nuisance or annoyance to the public or to the occupiers of neighbouring properties.
- 5. MAINTENANCE**
- 5.1 The Lessee shall at all times during the term keep and maintain the Land and any improvements and services on the Land in a clean state and in good repair, order and condition.
- 5.2 The Lessor, its employees or agents may with prior arrangement made with the Lessee enter upon the Land or any improvements on the Land, and view the condition and state of repair and the use being made of the Land, improvements and services. The Lessor may serve upon the Lessee a notice in writing of any defects or want of cleanliness, repair, order or condition of the Land or any improvements or services and in the event of the Lessee failing to comply with such notice to the

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 3 of 7 Pages



(Continue in additional Annexure Schedule, if required.)

satisfaction of the Lessor the Lessor may after giving one month's prior notice carry out the required works at the cost of the Lessee.

5.3 The Lessee shall regularly cause all rubbish and garbage to be removed from the Land and improvements, and shall keep any rubbish bins and containers in a tidy condition.

5.4 The Lessee shall;

5.4.1 Clear and keep clear the Land from all noxious weeds and agricultural pests and in particular will duly and fully comply with the provisions of the Biosecurity Act 1993 and all amendments and substitutions to that Act.

5.4.2 Not light any fires on or in the vicinity of the Land and in particular will duly comply with the Forest and Rural Fires Act 1977 and all amendments or substitutions to that Act.

5.4.3 Promptly comply with all notices or demands lawfully made or given by any person or authority pursuant to the said Acts.

6. STRUCTURES AND IMPROVEMENTS

6.1 The Lessee shall not construct or erect any structures or improvements on the Land or make any alterations or additions to any existing structures or improvements without the prior written approval of the Lessor which consent shall not be unreasonably withheld. This provision shall not apply to equipment or machinery on or within existing structures or improvements.

6.2 As a condition of approval of the Lessor, the Lessor may require the Lessee to:

6.2.1 Provide to the Lessor copies of all plans and specifications of the proposed works,

6.2.2 Provide evidence that the proposed works will be carried out in a proper and tradesmanlike manner.

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 4 of 7 Pages

(Continue in additional Annexure Schedule, if required.)

- 6.2.3 Comply with such terms and conditions as the Lessor may reasonably impose.
- 6.3 Prior to the commencement of any proposed works, the Lessee shall,
- 6.3.1 Obtain the written approval of the Lessor.
- 6.3.2 Obtain all necessary building and resource consents, permits and other approvals for the proposed works.
- 6.3.3 Provide copies of the consents, permits and approvals to the Lessor.
- 6.4 Upon completion of the works, the Lessee shall provide to the Lessor a copy of the Code Compliance Certificate issued by the Local Authority that the works have been carried out in compliance with the Building Consent.
- 6.5 The Lessee shall be solely responsible for the installation, provision and maintenance of all essential services and utilities required for the proper function of the structures and improvements of the Lessee. In the event that any part of the Lessor's Land is disturbed by the installation and/or maintenance of the Lessee's services or utilities, the Lessee shall, at the Lessee's expense, restore the Lessor's Land to the condition it was prior to the commencement of the work.
- 6.6 The Lessee shall not affix paint or exhibit or permit to be affixed painted or exhibited any sign or advertisement on the Land or to the exterior of any structures and improvements without the prior written approval of the Lessor, except such signs as may be necessary or reasonable for the operation and management of the lighthouse and/or navigation aids.
- 7. ASSIGNMENT AND SUBLETTING**
- 7.1 The Lessee shall not assign, sublet or part with the possession of the Land or improvements thereon or of its rights under this Lease without the prior written consent of the Lessor which

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 5 of 7 Pages

(Continue in additional Annexure Schedule, if required.)

consent shall not be unreasonably withheld. Any assignment required from local government reorganisation is expressly permitted.

7.2 In the event that consent is given by the Lessor, such consent may be subject to such terms and conditions as the Lessor may reasonably impose.

8. DEFAULT AND TERMINATION

8.1 The Lessor shall not have the right of termination of this Lease, except pursuant to a Court Order or Judgment requiring termination of this Lease.

8.2 The Land shall be used solely for the purposes specified in the Lease, and if at any time the Lessee is of the opinion that the Land is no longer required for the purposes specified in the Lease, and following the Lessee giving the Lessor not less than 6 months notice in writing of its intention to do so, the Lessee may surrender or terminate the Lease **PROVIDED ALWAYS** that the Lessee shall not be released from liability in respect of any antecedent breach of this Lease.

8.3 On termination of the Lease under clause 8.2 of the Lease or by expiration of term, surrender or otherwise, the Land, together with all structures and improvements thereon, shall revert to the Lessor without compensation payable to the Lessee.

8.4 Notwithstanding anything to the contrary in clause 8.3 of the Lease, the Lessee may elect to remove all or some of the structures and improvements constructed and services installed by the Lessee (or the predecessors of the Lessee) on the Land. Should the Lessee remove all or some of the structures and improvements on the Land, the Lessee shall do so in a proper and workmanlike manner and make good the Land at the Lessee's own expense in all things.

9. COSTS

9.1 The parties shall each meet their own costs of the negotiation and preparation of this Lease.

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 6 of 7 Pages

(Continue in additional Annexure Schedule, if required.)

9.2 The Lessee shall pay all costs of and incidental to any renewal of the term, and the Lessor's costs including legal costs (as between solicitor and client) of and incidental to the enforcement or attempted enforcement of the Lessor's rights remedies and powers under this Lease.

10. INDEMNITY AND RISK

10.1 The Lessee shall at all times indemnify the Lessor from and against all claims, actions, suits and demands that may be made or brought against the Lessor in respect of any work, matter or thing done or omitted to be done by the Lessee upon the Land or improvements or services on the Land or in connection with or in respect of or arising out of the possession by the Lessee of the Land or improvements or services on the Land or as a result of the grant of this Lease to the Lessee.

10.2 The Lessee shall occupy or use the Land and structures, improvements or services on the Land at the Lessee's own risk.

11. NO WARRANTY

11.1 No warranty or representation expressed or implied has been or is made by the Lessor that the Land is now suitable or will remain suitable or adequate for use by the Lessee or that any use of the Land by the Lessee will comply with the by-laws or ordinances or other requirements of any authority having jurisdiction.

12. NOTICES

12.1 Any notice required to be given by the Lessor to the Lessee may be given by:

12.1.1 delivering the notice to the offices of the Lessee at Wellington; or

12.1.2 posting the notice to the offices of the Lessee at Wellington; or

12.1.3 facsimile transmission to the facsimile number of the Lessee.

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 7 of 7 Pages

(Continue in additional Annexure Schedule, if required.)

12.2 Any notice required to be given by the Lessee to the Lessor may be given by:

12.2.1 delivering the notice to the offices of the Lessor at ???; or

12.2.2 posting the notice to the offices of the Lessor at ???; or

12.2.3 facsimile transmission to the facsimile number of the Lessor.

13. ARBITRATION

13.1 The parties agree that all differences and disputes which may arise between the parties as to this Lease or any act or thing done, or omission, or the interpretation of this Lease shall be dealt with in the following manner:

13.1.1 The parties will negotiate in good faith with the intent of reaching expeditiously a mutually acceptable resolution.

13.1.2 In the event negotiation is unsuccessful, then the difference or dispute shall be submitted to a process of Alternative Dispute Resolution (in the manner usually conducted within the Wellington region) with the intent that the matter be resolved as expeditiously as possible and to the mutual benefit of both parties.

13.1.3 In the event that the Alternative Dispute Resolution procedure is unsuccessful, the difference or dispute shall be referred to arbitration in accordance with the Arbitration Act 1996 and any amendments and/or substitution to the said Act.

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**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

DRAFT

Approved by Registrar General of Land under No. 2007/8225

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(s) must be underlined or in CAPITALS.*
WELLINGTON REGIONAL COUNCIL

Grantee *Surname(s) must be underlined or in CAPITALS.*
(TARANAKI WHĀNUI)

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

Attestation

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 _____

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

If the consent of any person is required for the grant, the specified consent form must be used.

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

DRAFT

Approved by Registrar-General of Land under No. 2007/6225
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, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way Easement	Area A on SO 409478	(balance WN41A/384)	(new title to Dendrogllyph Sites)
Pedestrian Right of Way Easement	Areas B, C and D on SO 409478	(balance WN41A/348)	(new title to Dendrogllyph Sites)

Easements or profits à prendre rights and powers (including terms, covenants, and conditions)

*Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.*

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~~] [~~negated~~] [~~added to~~] or [~~substituted~~] by:

[Memorandum number _____, registered under section 165A of the Land Transfer Act 1962],

[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 165A of the Land Transfer Act 1962],

[Annexure Schedule 2].

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

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule



Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Easement

Dated

Page

2

of

3

Pages

(Continue in additional Annexure Schedules if required.)

Annexure Schedule 2

1. Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and the Fifth Schedule to the Property Law Act 2007, the provisions of the Fourth Schedule must prevail.
2. Where there is a conflict between the provisions of the Fourth Schedule and/or the Fifth Schedule, and the modifications in this Easement Instrument, the modifications must prevail.
3. The provisions of the Fourth Schedule to the Land Transfer Regulations 2002 shall be varied as follows:
 - (a) In respect to the right of way easement, by deleting paragraph (b) of clause 6(2).
 - (b) In respect to the pedestrian right of way easement, by the deletion of clause 6(2).
 - (c) In respect to both easements by deleting clause 11(2) and substituting the following:
 - 11(2) The costs of construction, maintenance and repair of the easement facility shall be shared between the Grantor and the Grantee as follows:
 - (a) 50% to be paid by the Grantor, and
 - (b) 50% to be paid by the Grantee.
4. Any maintenance, repair or replacement of the right of way on the servient land that is necessary because of any act or omission by the Grantor or the Grantee (which includes agents, employees, contractors, subcontractors and invitees of that Grantor or the Grantee) (as the case may be) must be carried out promptly by that owner and at that owner's sole cost. Where the act or omission is the partial cause of the maintenance, repair or replacement, the costs payable by that owner responsible must be in proportion to the amount attributable to that act or omission (with the balance payable in accordance with Clause 11 of this Fourth Schedule as amended above).

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Approved by Registrar General of Land under No. 2002/5032

Annexure Schedule

Insert type of Instrument
"Mortgage", "Transfer", "Lease" etc



Easement

Dated

[Empty box for date]

Page

3

of

3

Pages

(Continue in additional Annexure Schedule, if required.)

Consent of Minister of Conservation

Background

1. The land in Certificate of Title WN41A/384 is a Recreation Reserve within the meaning of the Reserves Act 1977.
2. Pursuant to Section 48(1) of the Reserves Act 1977, the consent of the Minister of Conservation is required to the grant of any easements over any part of a reserve. The granting of the easements in this Easement Instrument therefore requires the consent of the Minister of Conservation.
3. Pursuant to Section 10 of the Reserves Act 1977, the Minister of Conservation has delegated to all Territorial Authorities (as defined in the Instrument of Delegation) such of his powers, functions and duties under the Reserves Act 1977 as set forth in the Schedule of the Instrument of Delegation.

Pursuant to the Instrument of Delegation, the Wellington Regional Council (being a Territorial Authority within the meaning of the Instrument of Delegation) Hereby Exercise the powers of the Minister of Conservation to give consent to the grant of easements provided in this Easement Instrument.

Dated this

day of

2008

Signed by the Wellington Regional Council
by an authorised signatory
in the presence of:

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Memorandum of Encumbrance

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[Legal description of Trustees of xxxxxx Trust]
(*Encumbrancer*)

MEL (West Wind) Limited (*Encumbrancee*)

Certified correct for the purposes
of the Land Transfer Act 1952

Solicitor for the Encumbrancee



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

MEMORANDUM OF ENCUMBRANCE

TABLE OF CONTENTS

PARTIES 1

OPERATIVE PART 1

1 Rent charge, covenants and agreements 1

2 Implied covenant and agreement 1

3 Encumbrance binding on others 1

4 Application of the Land Transfer Act 1952 1

FIRST SCHEDULE – COVENANTS AND AGREEMENTS 3

1 Definitions and Interpretation 3

2 Purpose 6

3 Term 6

4 Obligations of the Encumbrancer 6

5 Further Assurances 6

6 Implied Relationship 6

7 Severability 7

8 Notices 7

SECOND SCHEDULE – ENCUMBRANCER’S LAND 8

THIRD SCHEDULE – COVENANT 9

FOURTH SCHEDULE – ADDRESSES FOR NOTICE 11

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

MEMORANDUM OF ENCUMBRANCE

1

Date:

PARTIES

[Legal description of Trustees of xxxxxx Trust] (*Encumbrancer*) as to the land described in the Second Schedule

MEL (West Wind) Limited (*Encumbrancee*)

OPERATIVE PART

1 Rent charge, covenants and agreements

1.1 The Encumbrancer, for themselves and their successors and assigns for the time being of the Land, encumbers the Land for the benefit of the Encumbrancee for the term set out in the First Schedule with an annual rent charge of \$10.00 plus GST to be paid each year on the anniversary of the date of this Encumbrance if demanded by the Encumbrancee and covenants and agrees with the Encumbrancee as set out in the First and Third Schedules.

1.2 The Encumbrancee, for themselves and their assigns, covenants and agrees with the Encumbrancer as set out in the First and Third Schedules.

2 Implied covenant and agreement

Sections 154 and 156 of the Land Transfer Act 1952 and sections 203, 204, 205, 289, 290, 301, 302 and 303 of the Property Law Act 2007 shall apply to this Encumbrance but otherwise the Encumbrancer shall not be entitled to any of the powers and remedies given to encumbrancers by the Land Transfer Act 1952 and the Encumbrancee shall not be entitled to any of the powers and remedies given to mortgagees under the Land Transfer Act 1952 or the Property Law Act 2007. To avoid doubt, nothing in this Encumbrance is, or shall be taken to be, a contrary intention of a kind referred to in sections 301, 302 and 303 of the Property Law Act 2007.

3 Encumbrance binding on others

This Encumbrance shall be binding on all transferees, lessees, mortgagees, chargeholders and their respective successors in title and assigns of any estate or interest in the Land.

4 Application of the Land Transfer Act 1952

This Encumbrance shall not constitute an instrument creating an easement for the purposes of the Land Transfer Act 1952 and the rights and powers set out in Schedule 4 to the Land Transfer Regulations 2002 and Schedule 5 to the Property Law Act 2007 are expressly negated.

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

MEMORANDUM OF ENCUMBRANCE

2

EXECUTION

Signed by [Legal description of
Trustees of xxxxxx Trust] as
Encumbrancer:

Signed by MEL (West Wind) Limited as
Encumbrancee by:

in the presence of:

Name:
Occupation:
Address:

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

MEMORANDUM OF ENCUMBRANCE - SECOND SCHEDULE

3

FIRST SCHEDULE – COVENANTS AND AGREEMENTS

1 Definitions and Interpretation

1.1 In this Encumbrance, unless the context requires otherwise:

Authority means any national, territorial or other Governmental or statutory authority which, in any case, has jurisdiction over or in respect of the Land or the occupation and use of the Land for any, or any particular, purpose;

Business Day means a day other than:

- (a) Saturday, Sunday, Good Friday, Easter Monday, ANZAC Day, the Sovereign's Birthday, Labour Day, Waitangi Day and the Anniversary day in the Wellington District;
- (b) The period commencing with the 24th day of December in any year and ending with the 5th day of January in the following year;

Consent includes an approval, consent, licence, permit or other authority relating to the occupation and use of the Land for Renewable Energy Purposes, and also includes a separate reference to a condition or requirement of a Consent;

Deed of Settlement means the Deed signed on [] by the Minister in Charge of Treaty of Waitangi Negotiations and Taranaki Whanui ki Te Upoko o Te Ika;

Encumbrance means this Memorandum of Encumbrance, including the operative provisions and Schedules;

Hearing includes any proceeding, hearing, conference or enquiry of any kind;

Land means the land comprised, at the date of this Encumbrance, in Identifiers WN38A/203, WN224/215, WN34D/557, WN37A/957, WN7D/340, WN41C/188 and WN10B/306 all in the Wellington Land Registration District, and includes a reference (i) to the whole or any part of such land and to any such land held in successor interests, and (ii) to avoid doubt, to anything of any kind on, below, or above the surface of the Land (including any natural or modified feature or landscape and any water (as defined in the Resource Management Act 1991));

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

MEMORANDUM OF ENCUMBRANCE - SECOND SCHEDULE

4

References to Encumbrancer and the Encumbrancee include the successors, executors, personal representatives, assigns and lessees, of the Encumbrancer and Encumbrancee respectively;

Renewable Energy Purposes means and includes:

- (a) the business and activity of generating electrical energy by conversion in any way or by any means from a renewable source, or from renewable sources, of energy;
- (b) the business and activity of farming, of any kind or in any way or by any means, including agricultural, pastoral, silvicultural and marine farming;
- (c) any visiting, tourist or recreational occupation, use, business or activity of any kind reasonably considered by the Encumbrancee to be consistent with the occupation and use of the Land separately or for other purposes;
- (d) the occupation and use of the Land in any way required by, consistent with, or to give effect to a Consent or to an arrangement or agreement pursuant to, or to avoid, a Consent;
- (e) all plant, equipment and buildings, of every kind (and whether or not affixed to the land) which is associated with any occupation, use, business or activity of a kind referred to in (a), (b), (c) or (d) above or (h) below, including in the case of (a) above where a renewable source of energy is harvested on, partly on, or off the Land;
- (f) construction activities of every kind, including in respect of:
 - (i) the investigation, testing or assessment of the Land in any way or by any means in connection with any business, use, business or activity of a kind referred to in (a), (b), (c) or (d) above or (h) below;
 - (ii) the construction, installation, commissioning, placement, inspection, repair, maintenance, demolition or removal of any plant, equipment, building, fence, road, track, access way or lay-down or work area;
- (g) all fences, roads, tracks, access ways and lay-down or work areas for or in connection with (a) to (f) (inclusive) above or (h) below;

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

MEMORANDUM OF ENCUMBRANCE - SECOND SCHEDULE

5

- (h) any transmission line or equipment or any telecommunications line or equipment (in either case) of any kind of any description, capacity or kind, whether above, on or below ground and whether or not used in connection with any other business, activity, occupation or use of the Land; and
- (i) without limiting (a) to (h) above, anything reasonably incidental to any occupation, use, business activity, or thing referred to in such a paragraph; and

Urupa Site means [OTS description or legal description (as available), including memorials to which the urupa land is to be subject].

1.2 For the purpose of the interpretation or construction of this Encumbrance, unless the context permits otherwise or a contrary intention is expressed:

- (a) words importing the singular shall include the plural and vice versa;
- (b) references to clauses are references to clauses in this Schedule and references to parties and the Schedules are references to the parties to and the Schedules to this Encumbrance, unless expressly stated otherwise;
- (c) any reference in this Encumbrance to any statute is deemed to include all amendments, revisions, substitutions or consolidations made from time to time to that statute;
- (d) "occupation and use" and "business and activity" (and cognate expressions) shall all be construed in respect of the Land, or any part of it, conjunctively or disjunctively as the context permits;
- (e) a "person" shall include any individual company, corporation, firm, partnership, joint venture, association, organisation, trust, province or agency of a province, in each case whether or not having separate legal personality;
- (f) "writing" shall include words visibly represented or reproduced;
- (g) where approvals or consents are required as between the parties they shall not be unreasonably or arbitrarily withheld or delayed and such approvals or consents may be given with reasonable conditions and shall be required for each separate occasion notwithstanding any prior consent or approval obtained for the like purpose on a prior occasion;

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

MEMORANDUM OF ENCUMBRANCE - SECOND SCHEDULE

6

(h) payment shall be made in New Zealand currency; and

(i) headings shall be ignored.

2 Purpose

The purpose of this Encumbrance is to secure the Covenant of the Encumbrancer in favour of the Encumbrancee as set out in the Third Schedule.

3 Term

3.1 The obligations and rights set out in this Encumbrance must be complied with and may be exercised for the period of 300 years commencing on the date of vesting of the Urupa Site in the Encumbrancer under the Deed of Settlement.

3.2 Upon the expiry of the term referred to in clause 3.1, the Encumbrancer shall be entitled to a registrable discharge of this Encumbrance, which shall be executed by the Encumbrancee at the Encumbrancer's expense within 30 Business Days of the expiry of the term.

4 Obligations of the Encumbrancer

4.1 Throughout the term of this Encumbrance, the Encumbrancer shall observe all the terms and conditions of this Encumbrance.

4.2 The Encumbrancer must as soon as practicable, at the cost of the Encumbrancer, obtain in writing any requisite mortgagee's approval to the Encumbrance and register this Encumbrance against the title to the Land.

5 Further Assurances

Each party shall do all acts and things reasonably necessary and appropriate to give full effect and force to the purpose of this Encumbrance, including:

(a) executing all documents, instruments, transfers, deeds or writing;

(b) obtaining mortgagee, debentureholder and any other chargeholder consent; and

(c) obtaining local authority and any other statutory body approvals.

6 Implied Relationship

Nothing contained in this Encumbrance shall constitute, or be deemed or construed as constituting any party a partner, agent or representative of the other party or deemed to create any trust, commercial partnership or joint venture.

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

MEMORANDUM OF ENCUMBRANCE - SECOND SCHEDULE

7

7 Severability

If at any time any provision of this Encumbrance is or becomes invalid, illegal or unenforceable in any respect whatsoever, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired and in any event the parties shall enter into an appropriate substitute registrable instrument to give full and proper effect to the agreements and understandings in this Encumbrance.

8 Notices

8.1 All notices or other communications required to be given under this Encumbrance must be in writing, addressed to the recipient at the postal address or facsimile number set out in the Fourth Schedule (or to such other postal address or facsimile number as a party may notify to the other party by like notice). Notices must be sent to the recipient by hand, courier, prepaid fast post or facsimile and be signed by a person duly authorised by the sender.

8.2 Without limiting any other means by which a party may be able to prove that a notice has been received by another party, a notice will be deemed to have been duly received:

- (a) *Personal delivery or by courier:* if sent by hand, when left at the recipient's address;
- (b) *Pre-paid post:* if sent by pre-paid fastpost, three Business Days after the date of posting;
- (c) *Facsimile:* if sent by facsimile, on receipt by the sender of an acknowledgement or transmission report generated by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the recipient's facsimile number,

except that if a notice is served by hand or is received by facsimile on a day which is not a Business Day, or after 5.00pm on any Business Day, that notice will be deemed to have been duly received by the recipient at 9.00am on the first Business Day after that day.

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

MEMORANDUM OF ENCUMBRANCE - SECOND SCHEDULE

8

SECOND SCHEDULE – ENCUMBRANCER’S LAND

The land legally described as [] hectares more or less [] and being all of that land contained in computer freehold register [].

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

MEMORANDUM OF ENCUMBRANCE - THIRD SCHEDULE

9

THIRD SCHEDULE - COVENANT

- 1.1 The Encumbrancer shall ensure the Urupa Site is used, now and in the future, only and exclusively as and for an urupa (burial ground), and for uses necessarily incidental thereto, in each case under and in accordance with the relevant tikanga (customary practice);
- 1.2 The Encumbrancer exclusively supports, approves and agrees to (and shall exclusively support, approve and agree to) the occupation and use, now and in the future, of the Land for Renewable Energy Purposes;
- 1.3 Without limiting 1.2, the Encumbrancer shall, now and in the future:
- (a) promptly give, sign and deliver any Consent required by any Authority, or by the Encumbrancee, in respect of the occupation and use of the Land for Renewable Energy Purposes;
 - (b) be represented at, and support and assist the Encumbrancee at, any Hearing in connection with such occupation and use of the Land for Renewable Energy Purposes if, but only if, the Encumbrancee so requests and then at the Encumbrancee's reasonable cost;
 - (c) otherwise, exclusively co-operate with, support and assist the Encumbrancee in applying for, obtaining and maintaining any Consents necessary or requisite for the occupation and use of the Land for Renewable Energy Purposes if, but only if, the Encumbrancee so requests and then at the Encumbrancee's reasonable cost.
- 1.4 The Encumbrancer shall ensure that everything and anything it does, allows, or suffers on, or in connection with, the Urupa Site or the occupation and use of the Land is consistent with, and gives effect to, its obligations under this Encumbrance.
- 1.5 To avoid doubt, nothing in this Encumbrance or in the definition of Renewable Energy Purposes implies, or shall be taken to imply:
- (a) that the Land may only be occupied and used for Renewable Energy Purposes; or
 - (b) that all, or any, of the Land must be occupied and used, at any time or from time to time, for such purposes; or

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

MEMORANDUM OF ENCUMBRANCE - THIRD SCHEDULE

10

- (c) that any or all of any occupation, use, business or activity of or on the Land must be undertaken directly, indirectly or otherwise by the Encumbrancee.

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

MEMORANDUM OF ENCUMBRANCE - FOURTH SCHEDULE

11

FOURTH SCHEDULE – ADDRESSES FOR NOTICE

The Encumbrancer

Description:

Address:

Attention:

Fax:

The Encumbrancer

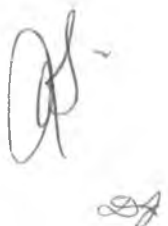
Description: MEL (West Wind) Limited

Address: PO Box 10 840, Wellington

Attention: Wind Manager

Fax: 04 381 1201

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**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

DRAFT

Approved by Registrar-General 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

WELLINGTON



BARCODE

Grantor

Surname(s) must be underlined or in CAPITALS.

[Legal description of Trustees of the xxx Trust]

Grantee

Surname(s) must be underlined or in CAPITALS.

Mel (West Wind) Limited

Grant of easement or profit à prendre or creation of 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 2008

Attestation

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
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.

[Signature box]

[So kōwhiri for] the Grantee

**If the consent of any person is required for the grant, the specified consent form must be used.*

REF: 7303 - AUCKLAND DISTRICT LAW SOCIETY

23/07/08

[Handwritten signature]

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

DRAFT

Approved by Registrar-General of Land under No. 2007/6225
Annexure Schedule 1



Easement instrument Dated Page of pages

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	A on SO407043	Section 1 SO407043	[] [formerly WN37A/957]

*Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.*

Easements 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] [negated] [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

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Approved by the Registrar-General of Land under number 2003/5041

Annexure Schedule

Insert type of instrument

Easement instrument Dated _____ Page 1 of 2 Pages

Continue in additional Annexure Schedule, if required.

Continuation of "Easement or profits a prendre rights and powers (including terms, covenants and conditions)"

1.1 Interpretation

In this Easement Instrument unless the context requires otherwise:

Appropriate Standard means a driveway:

- (a) consisting of an all-weather carriageway in good repair suitable for two-wheel drive vehicles the length of the Right of Way Land, of at least 3.5 metres in width, and including a turning circle at the southern end of the Right of Way Land;
- (b) which is metalled to a consistent standard and, if and as required by the relevant authority/ies, sealed at the entrance to any public road;
- (c) where the entrance to any public road meets and complies with any relevant requirements of the authority/ies but, in any case, is safe for users of both the driveway and the public road;
- (d) which, to the extent reasonably practicable, allows no material or substances to escape onto any public road; and
- (e) where all driveway surface water is drained and discharged in such ways and by such means as not to flow into, or be discharged into, any watercourse adjacent to the outside edge of the Right of Way Land or to cause or result in any scour or erosion on or of adjoining land.

Right of Way Land means the land identified as [] in Schedule A of this Easement Instrument;

Schedule 5 means Schedule 5 of the Property Law Act 2007.

1.2 Statutory rights and powers Implied

Unless expressly provided below, the rights and powers implied in the right of way easement shall be those prescribed by Schedule 5.

1.3 Additional rights and powers

The following rights and powers shall apply to this Easement Instrument:

- (a) the Grantee shall not, under any circumstances, be obliged to make any contribution to the cost of the establishment of the driveway on the Right of Way Land whether under clause 2(d) of Schedule 5 or otherwise;

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

14.8.08 - ROW case notes

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Approved by the Registrar-General of Land under number 2003/5041

Annexure Schedule

Insert type of Instrument

Easement instrument | Dated | | Page 2 | of 2 | Pages

Continue in additional Annexure Schedule, if required.

- (b) if and whenever any other contribution by the Grantee is to be calculated under clause 2(d) of Schedule 5 the contribution shall be no more than required to maintain, keep up and repair the driveway to an Appropriate Standard, and shall reflect the Grantee's actual use of the driveway;
- (c) the Grantor shall maintain, keep up and repair the driveway to no less than an Appropriate Standard, and, in that regard, shall pay, as and when due, all costs of the kind referred to in clause 2(d) of Schedule 5 in respect of the driveway which are not payable by the Grantee under (b) above;
- (d) the Grantee shall at all times have full and free access over and along the driveway via all gates of the Grantor; and
- (e) the Grantee shall at all times be entitled to move any animal over the Right of Way Land, whether on foot or otherwise.

1.4 Fencing

The Grantor shall at its own cost maintain, keep up and repair all fences and gates located on the boundary of the Servient Tenement to a minimum of standard stock-proof fencing (eight high-tensile steel wires, posts and battens) and standard rural stock-proof gates, and the Grantee shall not be liable to pay for or contribute to the cost of erecting or maintaining any fence or gate between the Servient Tenement and any contiguous land of the Grantee. This clause applies to all boundary fences and gates existing at the date of this Easement Instrument, any fence or gate in substitution thereof, and any fence or gate erected after the date of this Easement Instrument.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Deed of Covenants

PARTIES:

Meridian Energy Limited

MEL (West Wind) Limited

The Sovereign in Right of New Zealand

The trustees of the Port Nicholson Block Settlement Trust



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

- (i) to and in accordance with the specifications in Schedule 1, Part A and otherwise as required by law and this Deed of Covenants; and
 - (ii) on the right-of-way easement shown on the plan in Schedule 2 (*right of way*);
 - (b) in the case of the new fences:
 - (i) to and in accordance with the specifications in Schedule 1, Part B and otherwise as required by law and this Deed of Covenants; and
 - (ii) in the positions described in Schedule 1, Part B and shown on the plan in Schedule 2;
 - (c) in a good and workman-like manner and using plant, equipment, methods, and materials appropriate for the purpose; and
 - (d) so that the site works are complete in all respects by the date which is the earlier of 1 year following the date the urupa site is vested in the Trustees and the day prior to that on which the urupa site is first used as an urupa.
- 1.2 The Crown shall bear and pay all the costs and expenses for and in connection with the site works in full and as and when due. Nothing in this clause shall limit an arrangement or agreement between the Crown and the Trustees in connection with such costs and expenses.
- 1.3 During the construction period, the Crown shall ensure that:
- (a) no construction, site works or associated activities of any kind (*activities*) occur on the covenanted land;
 - (b) no such activities occur on any other part of the adjoining land except with, and subject to any conditions of, Meridian's and MEL West Wind's prior written consents; and



4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

- (c) no water, excavation materials, fill or other substances of any kind flow, fall or are placed into the stream.

1.4 The Crown acknowledges that the urupa site and the adjoining land are currently used for farming purposes. Before commencing the site works, the Crown shall:

- (a) consult with and cooperate with Meridian, MEL West Wind, and the farmer, in respect of the planning, commencement, construction, completion and commissioning of the site works with the intent that the site works shall cause as little disturbance to MEL West Wind and the farmer as can reasonably be achieved; and
- (b) provide, install, and (when the site works are completed and commissioned) remove, temporary fences in positions agreed with MEL West Wind and the farmer for safety and for stock work, control and containment during the construction period.

2. Reimbursement of Costs and Expenses

2.1 The Crown and the Trustees each acknowledge that Meridian and MEL West Wind have incurred, prior to 19 August 2008, material costs and expenses in connection with the proposed vesting of the urupa site in the Trustees, and associated matters.

2.2 Irrespective of whether the urupa site is vested in the Trustees, the Crown undertakes to pay Meridian and MEL West Wind all reasonable such costs and expenses promptly after receiving an invoice or invoices for them. To avoid doubt, those costs and expenses include those of Meridian's and MEL West Wind's valuers, engineers, surveyors, accountants, tax advisers, and lawyers, GST and all out-of-pocket payments, each on a full recovery basis.

3. Covenants by the Trustees – Maintenance and Repair

3.1 The Trustees shall ensure that:



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

- (a) the roadway always meets and complies with the specifications in Schedule 1, Part A and is fit for purpose as an access to the urupa and as an agricultural road and farm access;
 - (b) the fences always meet and comply with the specifications in Schedule 1, Part B; and
 - (c) any repairs to the roadway and/or the fences are undertaken promptly as and when required by law or any legal requirement (including a contract or covenant), and in a good and workmanlike manner.
- 3.2 The Trustees shall apply for, obtain, maintain during the construction period, and comply with all consents required for or in connection with repair works.
- 3.3 Before undertaking repair works the Trustees shall:
- (a) consult with and cooperate with Meridian, MEL West Wind and the farmer in connection with the planning, commencement, construction, completion and commissioning of repair works with the intent that the repair works shall cause as little disturbance to MEL West Wind and the farmer as can reasonably be achieved; and
 - (b) if required or agreed, provide, install, and (upon completion of the repair works) remove, temporary fences in positions agreed with the farmer for safety and for stock work, control and containment during the construction period.
- 3.4 The Trustees shall ensure that:
- (a) no repair works or associated activities (*activities*) occur on the covenanted land;



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

- (b) no such activities occur on any other part of the adjoining land except with, and subject to any conditions of, Meridian's and MEL West Wind's prior written consents; and
- (c) no water, excavation materials, fill or other substances of any kind flow, fall or are placed into the stream.

4. Covenants by the Trustees – Occupation and Use

- 4.1 The Trustees shall ensure that any water required on the urupa site for any purpose is brought onto, or collected and stored on, the urupa site and is not taken from the stream.
- 4.2 The Trustees undertake to Meridian, MEL West Wind and the farmer that, prior to the completion of the site works, the farmer may use (and Meridian and MEL West Wind may allow the farmer to use) the urupa site for farming purposes free of charge. This clause is subject to any arrangement or agreement made between the Crown and the farmer under, and for the purposes of, clause 1.4.
- 4.3 The Trustees undertake to Meridian, MEL West Wind and the farmer that none of them, jointly or singularly, shall be responsible or liable to the Trustees or to anyone claiming through the Trustees:
 - (a) for the presence of, or for the activities of, or in respect of the control of, feral or wild animals or pests in, on or near the urupa or the urupa site; or
 - (b) for or in respect of any wildfire, including as a result of the escape of a permitted fire, which may damage or affect the urupa or the urupa site.
- 4.4 The Trustees undertake to Meridian, MEL West Wind and the farmer that if, at any time, the fences are in disrepair:
 - (a) none of them, jointly or singularly, shall be liable to the Trustees or to anyone claiming through the Trustees for damage caused by



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

stock to, on or near the urupa or the urupa site, for failing to control stock, or for nuisance, trespass or conversion as a result of stock entering or being moved from the urupa site; and

- (b) after giving reasonable notice to the Trustees, any one or more of them may (but shall not be obliged to) repair the fences (or any part of them) and recover (and the Trustees shall pay) the whole cost and expense of doing so from the Trustees on demand.

5. Miscellaneous

- 5.1 The undertakings given by the Crown in clause 1 shall apply from and after the vesting of the urupa site in the Trustees pursuant to the Settlement Act.
- 5.2 The undertakings given by the Trustees in clauses 3 and 4 shall apply from and after the vesting of the urupa site in the Trustees pursuant to the Settlement Act.
- 5.3 The promises in clauses 1.4, 3.3, 4.2, 4.3 and 4.4 are for the benefit of, and may be enforced by, the farmer.
- 5.4 (a) Each of Meridian and MEL West Wind may at any time assign all or any part of their respective rights and benefits under this Deed of Covenants to:
- (i) any related company within the meaning ascribed by the Companies Act 1993;
 - (ii) the farmer;
 - (iii) without limiting (ii), the operator or manager of a renewable energy business or activity of any kind, or of an associated business or activity which, in any such case, is conducted in whole or in part on all or any of the adjoining land;
 - (iv) the registered proprietor of all or any of the adjoining land.

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

- (b) The assignor under paragraph (a) above shall promptly notify the Trustees of the assignment. Each such notice shall include the name and address of the assignee.
 - (c) Paragraphs (a) and (b) shall apply when, and as often as, circumstances require.
- 5.5 Except as specified in clause 5.4, Meridian and MEL West Wind shall not assign all or any part of their respective rights and benefits under this Deed of Covenants except with, and subject to any reasonable conditions imposed by the Trustees, which consent shall not be unreasonably withheld or delayed.
- 5.6 The Trustees shall not assign all or any part of their rights and benefits under this Deed of Covenants:
 - (a) except with, and subject to any reasonable conditions imposed by, each of Meridian and MEL West Wind, which consents shall not be unreasonably withheld or delayed; and
 - (b) unless they have first complied with clause 5.7 if, and whenever, that clause applies.
- 5.7 If the Trustees sell, charge, mortgage, lease, or part with possession or occupation of the urupa site (each a *transaction*), the Trustees shall, as a condition precedent to the completion of any such transaction:
 - (a) forthwith notify Meridian and MEL West Wind of the proposed transaction, which notice shall include a description of the nature of the transaction, the date upon which the transaction is proposed to come into effect, and the identity and address of each other party to the transaction;
 - (b) ensure and procure that each other party enters into a deed of covenant with Meridian and MEL West Wind, which deed of covenant shall:



4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

- (i) include an undertaking by the other party to observe, perform and comply with the Trustees' obligations under this Deed of Covenants;
- (ii) include an undertaking by the other party to the same effect as that in clause 5.8, adjusted only as necessary as to apply to any subsequent transaction;
- (iii) include an undertaking by the other party to ensure and procure that, on any subsequent transaction, the subsequent new party also enters into deed of covenant with Meridian and MEL West Wind on like terms to those described in this clause 5.6, including this paragraph (iii); and
- (iv) be, in every respect, in form and substance reasonably acceptable to Meridian and MEL West Wind.

5.8 The Trustees shall pay, on demand, all of Meridian's and MEL West Wind's costs and expenses in connection with the notice referred to in clause 5.7(a) and a deed of covenant of the kind referred to in clause 5.7(b) (including legal costs and expenses and taxes on a full recovery basis). To avoid doubt, the Trustees shall pay their own costs and expenses in connection therewith. Nothing in this clause limits any arrangement or agreement between the Trustees and an other party.

5.9 Notices under this Deed of Covenants shall be given in writing and may be delivered by hand, by mail or by facsimile to the addresses specified below.

(a) *Meridian and MEL West Wind:*

C/- General Counsel
Meridian Energy Ltd
Wellington Office
33 Customhouse Quay
PO Box 10-840
Wellington



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Telephone: 04 381 1200

Facsimile: 04 381 1201

(b) *The Crown:*

(c) *The Trustees:*

or to such other address as may be specified by notice given for the purposes of this clause.

5.10 Except as otherwise provided by law, a notice shall be deemed given:

(a) in the case of hand delivery, upon written acknowledgement of receipt by an officer or other fully authorised employee, agent or representative of the receiving party,

(b) in the case of posting, three days after despatch;

(c) in the case of facsimile, upon receipt of transmission if received on a business day or otherwise at the commencement of the first business day following transmission.

5.11 This Deed of Covenants is governed by, and shall be construed in accordance with, New Zealand law.

6. Interpretation

6.1 In this Deed of Covenants, wherever the context permits:

adjoining land means the whole or any part of the land comprised in WN37A/957 as at the date of this Deed of Covenants, apart from the urupa site, irrespective of whether all or any of such land continues to be held in that title.

construction period means, in respect of site works or of repair works, the period during which those works are undertaken.

covenanted land means the land, comprising 6.2 hectares (a little more or less) and adjoining the urupa site, known as Johnny's Bush which is, or is to

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

be, the subject of a conservation covenant registered under section 77 of the Reserves Act 1977. The boundary of the covenanted land, and the covenanted land, is shown, marked 'A', in the photodiagram in Schedule 3.

consents includes any consent, approval, permission, authorisation, certificate or licence required to be obtained, maintained or complied with in connection with any entry, taking, transaction, use or activity whether from an authority having relevant jurisdiction, by law or by virtue of a legal requirement (including a contract or covenant), and includes a reference to any condition or requirement of a consent.

farmer means, at any time and from time to time, a person entitled to occupy or use the adjoining land.

fences means, at any time and from time to time, the boundary fences enclosing (or which ought to enclose) the urupa site, and includes a reference to gates of the kind, and in the locations, described in Schedule 1, Part B.

new fences means the fences to be constructed as part of the site works.

repair works means all construction and other works relating to the renewal, maintenance or repair of the roadway or fences.

right of way has the meaning ascribed in clause 1.1(a)(ii).

roadway means the roadway to be constructed on the right of way as part of the site works.

Settlement Act means the Port Nicholson Block (Taranaki Whanui ki Te Upoko o Te Ika) Claims Settlement Act 2008.

site works means the construction and other works described and referred to in clauses 1.1, 1.2 and 1.4 to 1.6 inclusive.

stream means the stream or waterway on the adjoining land adjacent to the right of way which flows to Makara Stream.

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

urupa site has the meaning ascribed in Schedule 2, Part 2 to the Settlement Act.

6.2 In construing this Deed of Covenants:

- (a) the singular includes the plural and *vice versa*;
- (b) references to *including* and other similar words are not to be treated as words of limitation;
- (c) clause headings are for ease of reference only and are not relevant to interpretation;
- (d) words importing a gender include each other gender;
- (e) a reference to a person includes a reference to a body corporate, an unincorporated association, a firm, a partnership, a statutory body, the Crown and an instrument or agency of the Crown;
- (f) references to clauses and schedules are references to clauses of, and schedules to, this Deed of Covenants;
- (g) when a word or phrase is given a particular meaning other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (h) a reference to a statute includes a reference to regulations, orders or notices made under that statute and to all amendments to, or substitutions for, such statute;
- (i) an obligation not to do anything shall include an obligation not to suffer, permit, or cause the thing to be done;
- (j) the provisions of this Deed of Covenants bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity.

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

EXECUTION

MERIDIAN ENERGY LIMITED

By:

MEL (WEST WIND) LIMITED

By

THE SOVEREIGN IN RIGHT OF NEW ZEALAND

THE TRUSTEES OF THE PORT NICHOLSON BLOCK SETTLEMENT TRUST

A handwritten signature in black ink, appearing to be a stylized 'A' or 'B' followed by a flourish.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Schedule 1

Part A

Roadway

The roadway shall be an all-weather two-wheel drive carriageway the length of the right of way, of at least 3.5 metres in width and shall include a turning circle at the southern end of the right of way.

The roadway shall be metalled appropriately and, if and as required by the relevant authority/ies, shall be sealed at the Makara Road end.

The entrance of the roadway to Makara Road shall meet and comply with any relevant requirements of the relevant authority/ies but, anyway, shall be safe for users of both the right of way and of Makara Road.

All surface water shall be drained and discharged from the right of way in such ways and by such means as not to flow into, or be discharged into, the stream.

Part B

Fences and gates

The new fences, when taken together with existing fences, shall completely enclose the urupa site. If, and to the extent, the existing fences are in disrepair when the site works are undertaken those fences shall be repaired (to the specification set out below) as part of those works.

The new fences shall be:

- (a) standard stock-proof fencing (eight high-tensile steel wires, posts and battens):
- to the southern boundary (from existing fence line above Makara Road, in the east, to the northwestern corner of the urupa site); and
 - to the western and northern boundaries (from that corner to the entrance at Makara Road); and
- (b) standard stock-proof rural gates:
- at the entrance on Makara Road, opening inwards;
 - on the southern boundary, at the top of the right of way, opening outwards;
 - on the western boundary (adjacent to that gate) off the right of way, opening outwards.

Any repairs to the fences shall be to the same specifications.

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

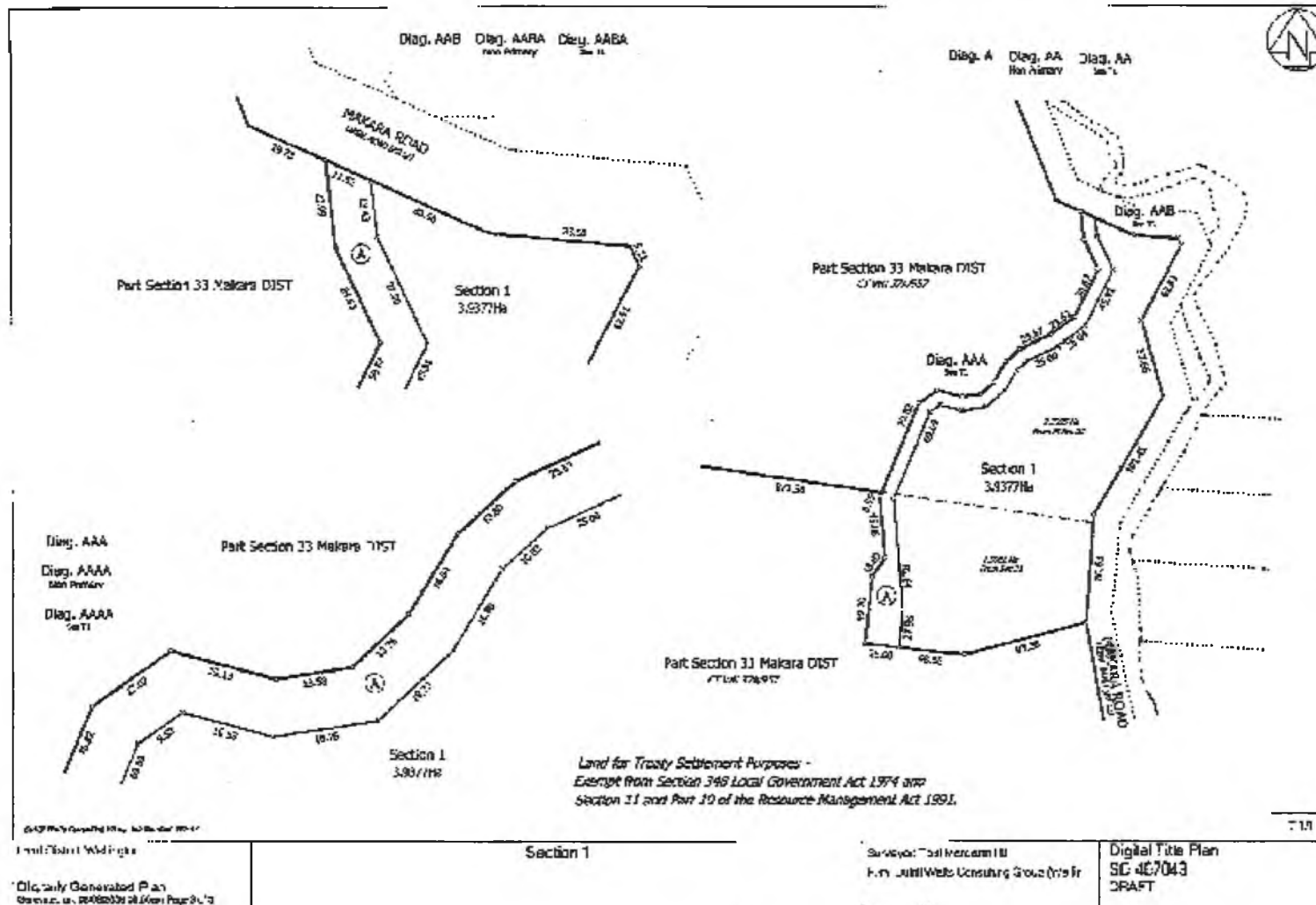
4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Schedule 2



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES



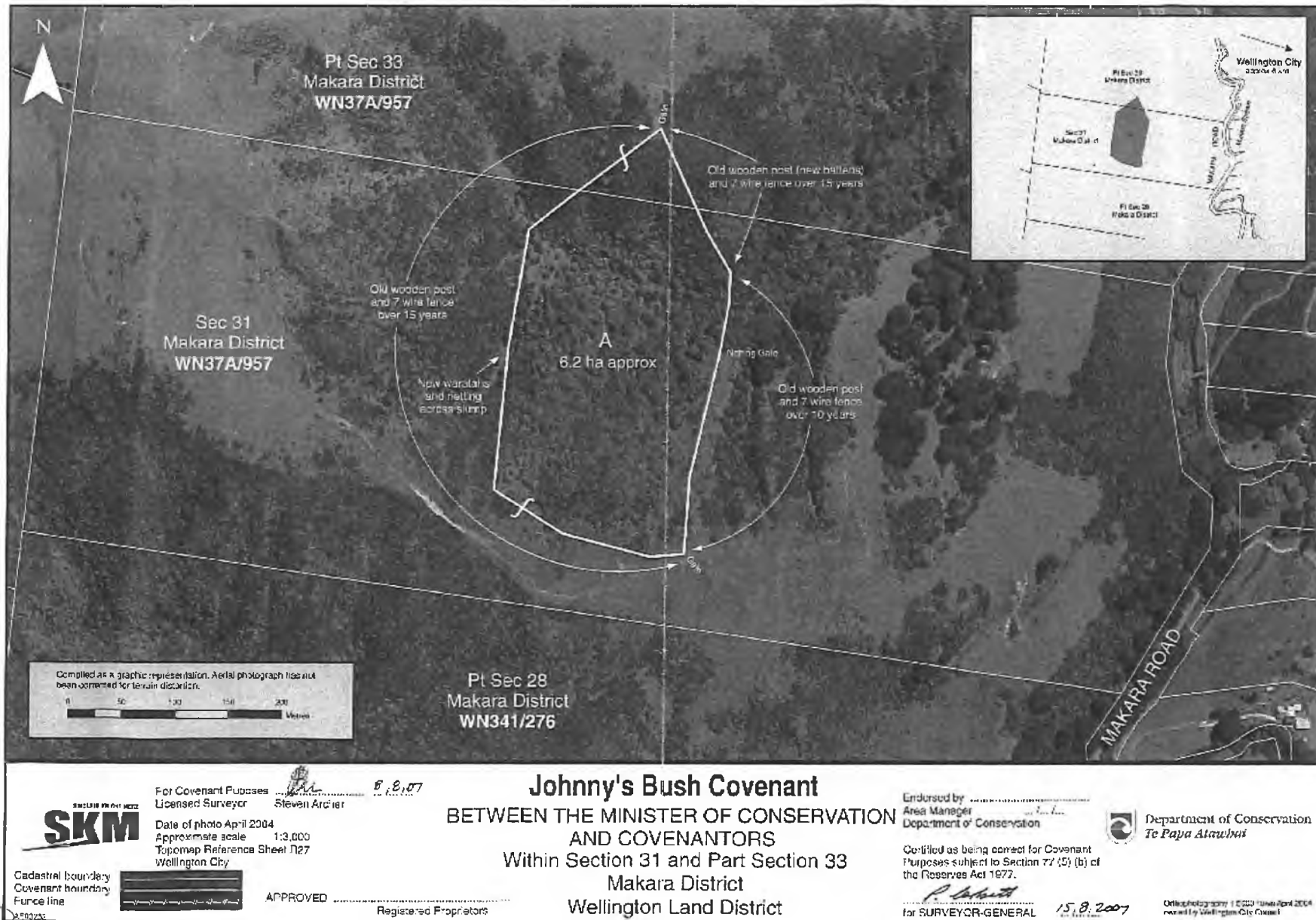
Handwritten initials and a signature.

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Schedule 3

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES



PARANGARAHU LAKES CONSERVATION COVENANT

(Section 27 Conservation Act 1987

and

Section 77 Reserves Act 1977)

THIS DEED of COVENANT is made this day of

BETWEEN [GOVERNANCE ENTITY] (the Owner)

AND MINISTER OF CONSERVATION (THE MINISTER)

BACKGROUND

- A. Section 27 of the Conservation Act 1987 provides that a covenant for conservation purposes may be granted or reserved over any land in favour of the Minister; and 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 Taranaki Whānui ki Te Upoko o Te Ika Claims Settlement 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 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.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

1 INTERPRETATION

1.1 In this covenant unless the context otherwise requires:

- “Conservation Purposes”** means the preservation and protection of natural 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 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.
- “Recreation Reserve”** means the land owned and managed by Greater Wellington Regional Council as part of the East Harbour Regional Park.
- “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.
- “Scientific Reserve”** means that part of Lake Kohangatera and that part of Lake Kohangapiripiri comprising the space occupied by the water and the space occupied by the air above that water.
- “Taranaki Whanui”** means Taranaki Whānui ki Te Upoko o Te Ika

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

- “Taranaki Whānui tikanga” includes Conservation Values
- “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 forever.
- 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 Reserve 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.
- 2.1.4 to provide for enhance, and protect Taranaki Whānui’s ancient relationship with the Land to ensure the Land is held and appreciated in accordance with Taranaki Whānui tikanga

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

3 IMPLEMENTATION OF OBJECTIVES

- 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.
- 3.2 The Owner shall take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, and in accordance with Taranaki Whānui tikanga 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;

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

- 3.2.3 wherever possible 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 wherever possible replant any areas of soil erosion within the land with indigenous vegetation using, as far as possible, genetically local sourced indigenous material in accordance with Taranaki Whānui tikanga;
 - 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 and Taranaki Whānui tikanga, permit the public to enter upon the Land. Public access shall primarily be for recreational and educational purposes, however access may also be provided for scientific study or research. Notwithstanding the provisions of this clause the Owner may temporarily restrict public access to part of the Land in order to protect wāhi tapu or in the event of Rahui.

5 THE MINISTER'S OBLIGATIONS 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.
- 5.2 The Minister may 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 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

6 MANAGEMENT OF THE LAND

- 6.1 The Owner, in managing the Land, must have regard to any reserve management plan approved for the Recreation Reserve or the Scientific Reserve.
- 6.2 The Owner may appoint or otherwise agree for the Greater Wellington Regional Council to manage the Land, subject to the conditions of this covenant.
- 6.3 The Minister may prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

7 JOINT OBLIGATIONS

- 7.1 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.

8 DURATION OF COVENANT

- 8.1 This Covenant binds the parties forever to the rights and obligations contained in it.

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;

- 10.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

10.3 Reserves Act

- 10.3.1 In accordance with section 77(3) of the Reserves Act 1977 but subject to the terms and conditions set out in this Covenant, sections 93 to 105 of the Reserves Act 1977, as far as they are applicable and with the necessary modifications, apply to the Land as if the Land were a reserve.

10.4 Titles

- 10.4.1 This Covenant must be signed by both parties and registered against the Certificate of Title to the Land.

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

10.5 **Acceptance of Covenant**

10.5.1 The parties agree to be bound by the provisions of the Covenant including during the period prior to the Covenant's registration.

10.6 **Fire**

10.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority (as defined in the Forest and Rural Fires Act 1977) and the Minister in the event of wildfire upon or threatening the Land;

10.6.2 If the Minister is not the appropriate Fire Authority for the Land, the Minister will render assistance to the Fire Authority in suppressing the fire if:

10.6.2.1 requested to do so; or

10.6.2.2 if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977;

10.6.3 This assistance will be at no cost to the Owner unless the Owner is responsible for the wild fire through wilful action or negligence (which includes the case where the wild fire is caused by the escape of a permitted fire due to non adherence to the conditions of the permit).

11 **DEFAULT**

11.1 Where either the Owner or the Minister breaches any of the terms and conditions contained in this Covenant the other party:

11.1.1 may take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and

11.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.

11.2 Should either the Owner or the Minister become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:

11.2.1 advise the defaulting party of the default;

11.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and

11.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

12 DISPUTE RESOLUTION PROCESSES

12.1 If any dispute arises between the Owner and the Minister in connection with this Covenant, the parties must, without prejudice to any other rights they may have under this Covenant, attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the parties.

12.2 Mediation

12.2.1 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;

12.2.2 If the parties do not agree on a mediator, the President of the New Zealand Law Society is to appoint the mediator.

12.3 Failure of Mediation

12.3.1 In the event that the matter is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply.

12.3.2 Notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President for the time being of the New Zealand Law Society.

12.3.3 The parties further agree that the results of arbitration are to be binding upon the parties.

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.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

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.

Executed as a Deed

Signed by _____ as)
Owner in the presence of :)

Witness: _____

Address : _____

Occupation: _____

Signed by _____ and)
acting under a written delegation from the Minister)
of Conservation and exercising his/her powers under)
section 117 of the Reserves Act 1977 as designated)
Commissioner in the presence of :)

Witness: _____

Address : _____

Occupation: _____

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

SCHEDULE 1

Description of Land:

Wellington Land District

33.0622 hectares, more or less, being Section 2 SO 409042, excluding the space occupied by water and the space occupied by air above the water; and

7.8000 hectares, more or less, being Lot 11 DP 53891; and

8.7900 hectares, more or less, being Lot 9 DP 53891 excluding the space occupied by water and the space occupied by air above the water; and

3.5050 hectares, more or less, being Section 1 SO 406979, excluding the space occupied by water and the space occupied by air above the water; and

3.2500 hectares, more or less, being Lot 10 DP 53891.

Conservation Values of the Land to be protected:

The intrinsic value of natural and historic qualities of an area of remote wetland, and the appreciation and recreational enjoyment that may be derived by the public from the opportunity to visit that area.

The natural resources on the land, with particular regard to the indigenous flora and fauna, which need to be preserved as far as possible in their natural state

The intrinsic value of historic resources on the land, represented by historic and archaeological sites.

Reserve Values of Land to be protected:

The natural environment of the flora and fauna, the natural landscape amenity, wildlife habitat and historic values. The land is a representative sample of the class of natural ecosystem and landscape which in the aggregate originally gave the Tararua Ecological District its own recognisable character. The Pencarrow Lakes have been ranked in the Wetlands of Ecological and Regional Importance (WERI) database of national (Lake Kohangatera) and regional (Lake Kohangapiripiri) significance.

The flora includes 61 lake or lake margin plants that have been recorded. Of these, 15 are endemic and 10 are significant plant species in the following categories. 1) Regionally threatened

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

aquatic plants: *Lepilaena bilocularis* and *Ruppia polycarpa* (horse's mane weed); 2) regionally threatened semi-aquatic plants: *Crassula kirkii*, *Glossostigma diandrum* and *Ranunculus macropus*; 3) locally significant semi-aquatic plants: *Eryngium vesiculosum* (sea holly), *Glossostigma elatinoides*, *Gratiola sexdentata*, *Limosella lineata* (mudwort) and *Scheonoplectus validus* (formerly *Scirpus lacustris*, lake clubrush).

The land provides excellent wetland habitat for a number of waterfowl species. Common breeding species include black swan, mallard with some pukeko. Less common, but nevertheless widespread indigenous waterfowl species, include grey duck and Australasian shoveler. Two rare species of waterfowl are Australian bittern and spotless crane. Non-wetland fauna of significance include California quail, NZ falcon and kaka. A total of nine species of freshwater fishes have been recorded in the two catchments, such as the nationally-threatened giant kokopu.

Other reserve values are the historic, archaeological, cultural, spiritual and educational values associated with the land.



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

SCHEDULE 2

Address for Service

The address for service of the Owner is:
The Port Nicholson Block Settlement Trust
Level 1
TSB Arena (South Park)
3 Queens Wharf
Wellington
P O Box 12164

Wellington

Phone 04 4723872

Fax 04 4723874

The address for service of the Minister is:

The Conservator
Department of Conservation
181 Thorndon Quay
PO Box 5086
WELLINGTON
Phone 04 472 5821
Fax 04 499 0077



4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

SCHEDULE 3

Special Conditions

1. The Owner may authorise members of Taranaki Whānui ki Te Upoko o Te Ika to remove medicinal plant material and traditional food plants and fibres from the land, but in granting such authorisations shall ensure that any impacts on the Conservation Values are minimised.
2. The Owner may undertake minor clearance of vegetation for the purposes of access for pest plant or pest animal control.
3. The Owner, or a member of Taranaki Whānui authorised by the Owner may conduct any cultural or spiritual practice on the Land deemed necessary or of importance to the Owner or Taranaki Whānui and in doing so shall ensure as far as practicable that any impact on the Land or Conservation Values are minimised.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

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

GOVERNANCE ENTITY

to

MINISTER OF CONSERVATION

Legal Services
Department of Conservation



5 LETTERS OF ENGAGEMENT



INITIALED DEED FOR PRESENTATION TO TARANAKI WHĀNUI KI TE UPOKO O TE IKA FOR RATIFICATION PURPOSES
PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5 LETTERS OF ENGAGEMENT

[Letterhead of Minister in Charge of Treaty of Waitangi Negotiations]

Dear []

I am writing to advise Centreport of the impending Treaty settlement with Taranaki Whānui ki Te Upoko o Te Ika and to invite and encourage Centreport to meet with the Port Nicholson Block Settlement Trust to discuss matters of common interest and develop an effective and durable relationship with Taranaki Whānui ki Te Upoko o Te Ika.

In so doing I am hopeful that two organisations which play different but nevertheless crucial roles will forge a productive relationship for the organisations' mutual benefit and for the wider benefit of Wellington and New Zealand.

Taranaki Whānui ki Te Upoko o Te Ika

Taranaki Whānui ki Te Upoko o Ika are descendants of Te Atiawa, Taranaki, Ngāti Ruanui and Ngāti Tama who occupied the area around the shores of Te Whanganui-a-Tara in 1840.

Settlement of historical claims

As you may be aware, on [date] the Crown signed a Deed of Settlement (Deed) with Taranaki Whānui ki Te Upoko o Te Ika for the settlement of all their historical claims under the Treaty of Waitangi.

The Deed is conditional on settlement legislation (due to be introduced into the House of Representatives shortly) which will give effect to some aspects of the settlement.

The Treaty settlement includes properties of cultural significance to Taranaki Whānui ki Te Upoko o Te Ika, including the Harbour Islands and other reserves. It also includes statutory acknowledgements (under which Taranaki Whānui ki Te Upoko o Te Ika must be notified of applications for resource consents) and a deed of recognition.

As part of the commercial component of the settlement, Taranaki Whānui ki Te Upoko o Te Ika will have the option of purchasing a number of strategic Wellington properties, including properties at Shelly Bay and Wellington Railway Station. Taranaki Whānui ki Te Upoko o Te Ika have a right of first refusal, lasting 100 years, over properties in the Wellington City, Petone, Waiwhetu and Wainuiomata areas, if they become surplus.

Post-settlement governance

Taranaki Whānui ki Te Upoko o Te Ika has established the Port Nicholson Block Settlement Trust. The Taranaki Whānui ki Te Upoko o Te Ika claimant community ratified the Port Nicholson Block Settlement Trust as its post-settlement governance entity and the Crown has approved it as a representative, accountable, and transparent entity to receive and manage the settlement redress.



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5 LETTERS OF ENGAGEMENT

Taranaki Whānui ki Te Upoko o Te Ika are on course to becoming an increasingly significant business player in the wider Wellington area, and their post-settlement governance entity is likely to play a prominent role in providing for the social and cultural well-being of its members.

Relationships

During the course of negotiations, the Taranaki Whānui ki Te Upoko o Te Ika negotiators sought the opportunity to develop ongoing relationships with relevant organisations within the Taranaki Whānui ki Te Upoko o Te Ika area of interest, including Centreport. The essence of the request relates to the formation and maintenance of effective and durable working relationships with these organisations post-settlement.

Taranaki Whānui ki Te Upoko o Te Ika have indicated that they wish to interact with Centreport in relation to:

- a. reclamations – historical and future;
- b. developments on the waterfront;
- c. commercial participation in harbour activities;
- d. representation matters; and
- e. customary and cultural rights.

I urge you to agree to enter into a formal relationship with Taranaki Whānui ki Te Upoko o Te Ika. You may also wish to consider whether the memorandum or agreement will be legally binding upon Centreport and Taranaki Whānui ki Te Upoko o Te Ika and take legal advice as appropriate.

It is with this background that I introduce the Port Nicholson Block Settlement Trust as an organisation that will be of increasing strategic significance to Centreport. There would appear to be numerous opportunities for Centreport to recognise and partner with the Port Nicholson Block Settlement Trust, including:

- a. representation at Board level;
- b. protocols;
- c. formal relationship agreements and/or memoranda of understanding; and
- d. joint-ventures.

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

5 LETTERS OF ENGAGEMENT

I sincerely urge Centreport and the Port Nicholson Block Settlement Trust to develop an effective and durable working relationship which allows both parties to identify opportunities for mutual co-operation.

Yours sincerely

Hon Dr Michael Cullen

Minister in Charge of Treaty of Waitangi Negotiations



INITIALLED DEED FOR PRESENTATION TO TARANAKI WHĀNUI KI TE UPOKO O TE IKA FOR RATIFICATION PURPOSES
PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5 LETTERS OF ENGAGEMENT

[Letterhead of Minister in Charge of Treaty of Waitangi Negotiations]

Dear []

I am writing to advise Wellington International Airport Limited of the impending Treaty settlement with Taranaki Whānui ki Te Upoko o Te Ika and to invite and encourage Wellington International Airport Limited to meet with the Port Nicholson Block Settlement Trust to discuss matters of common interest and develop an effective and durable relationship with Taranaki Whānui ki Te Upoko o Te Ika.

In so doing I am hopeful that two organisations which play different but nevertheless crucial roles will forge a productive relationship for the organisations' mutual benefit and for the wider benefit of Wellington and New Zealand.

Taranaki Whānui ki Te Upoko o Te Ika

Taranaki Whānui ki Te Upoko o Ika are descendants of Te Atiawa, Taranaki, Ngāti Ruanui and Ngāti Tama who occupied the area around the shores of Te Whanganui-a-Tara in 1840.

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The Deed is conditional on settlement legislation (due to be introduced into the House of Representatives shortly) which will give effect to some aspects of the settlement.

The Treaty settlement includes properties of cultural significance to Taranaki Whānui ki Te Upoko o Te Ika, including the Harbour Islands and other reserves. It also includes statutory acknowledgements (under which Taranaki Whānui ki Te Upoko o Te Ika must be notified of applications for resource consents) and a deed of recognition.

As part of the commercial component of the settlement, Taranaki Whānui ki Te Upoko o Te Ika will have the option of purchasing a number of strategic Wellington properties, including properties at Shelly Bay and Wellington Railway Station. Taranaki Whānui ki Te Upoko o Te Ika have a right of first refusal, lasting 100 years, over properties in the Wellington City, Petone, Waiwhetu and Wainuiomata areas, if they become surplus.



INITIALLED DEED FOR PRESENTATION TO TARANAKI WHĀNUI KI TE UPOKO O TE IKA FOR RATIFICATION PURPOSES
PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5 LETTERS OF ENGAGEMENT

Post-settlement governance

Taranaki Whānui ki Te Upoko o Te Ika has established the Port Nicholson Block Settlement Trust. The Taranaki Whānui ki Te Upoko o Te Ika claimant community ratified the Port Nicholson Block Settlement Trust as its post-settlement governance entity and the Crown has approved it as a representative, accountable, and transparent entity to receive and manage the settlement redress.

Taranaki Whānui ki Te Upoko o Te Ika are on course to becoming an increasingly significant business player in the wider Wellington area, and their post-settlement governance entity is likely to play a prominent role in providing for the social and cultural well-being of its members.

Relationships

During the course of negotiations, the Taranaki Whānui ki Te Upoko o Te Ika negotiators sought the opportunity to develop ongoing relationships with relevant organisations within the Taranaki Whānui ki Te Upoko o Te Ika area of interest, including Wellington International Airport Limited. The essence of the request relates to the formation and maintenance of effective and durable working relationships with these organisations post-settlement.

Taranaki Whānui ki Te Upoko o Te Ika have indicated that they wish to interact with Wellington International Airport in relation to:

- a. reclamations – historical and future;
- b. commercial participation in airport activities;
- c. representation matters; and
- d. customary and cultural rights.

I urge you to agree to enter into a formal relationship with Taranaki Whānui ki Te Upoko o Te Ika, you may also wish to consider whether the memorandum or agreement will be legally binding upon Wellington International Airport Limited and Taranaki Whānui ki Te Upoko o Te Ika and take legal advice as appropriate.

It is with this background that I introduce the Port Nicholson Block Settlement Trust as an organisation that will be of increasing strategic significance to Wellington International Airport Limited. There would appear to be numerous opportunities for Wellington International Airport Limited to recognise and partner with the Port Nicholson Block Settlement Trust, including:

- a. representation at Board level;
- b. protocols;
- c. formal relationship agreements and/or memoranda of understanding; and
- d. joint-ventures.

INITIALLED DEED FOR PRESENTATION TO TARANAKI WHĀNUI KI TE UPOKO O TE IKA FOR RATIFICATION PURPOSES
**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

5 LETTERS OF ENGAGEMENT

I sincerely urge Wellington International Airport and the Port Nicholson Block Settlement Trust to develop an effective and durable working relationship which allows both parties to identify opportunities for mutual co-operation.

Yours sincerely

Hon Dr Michael Cullen

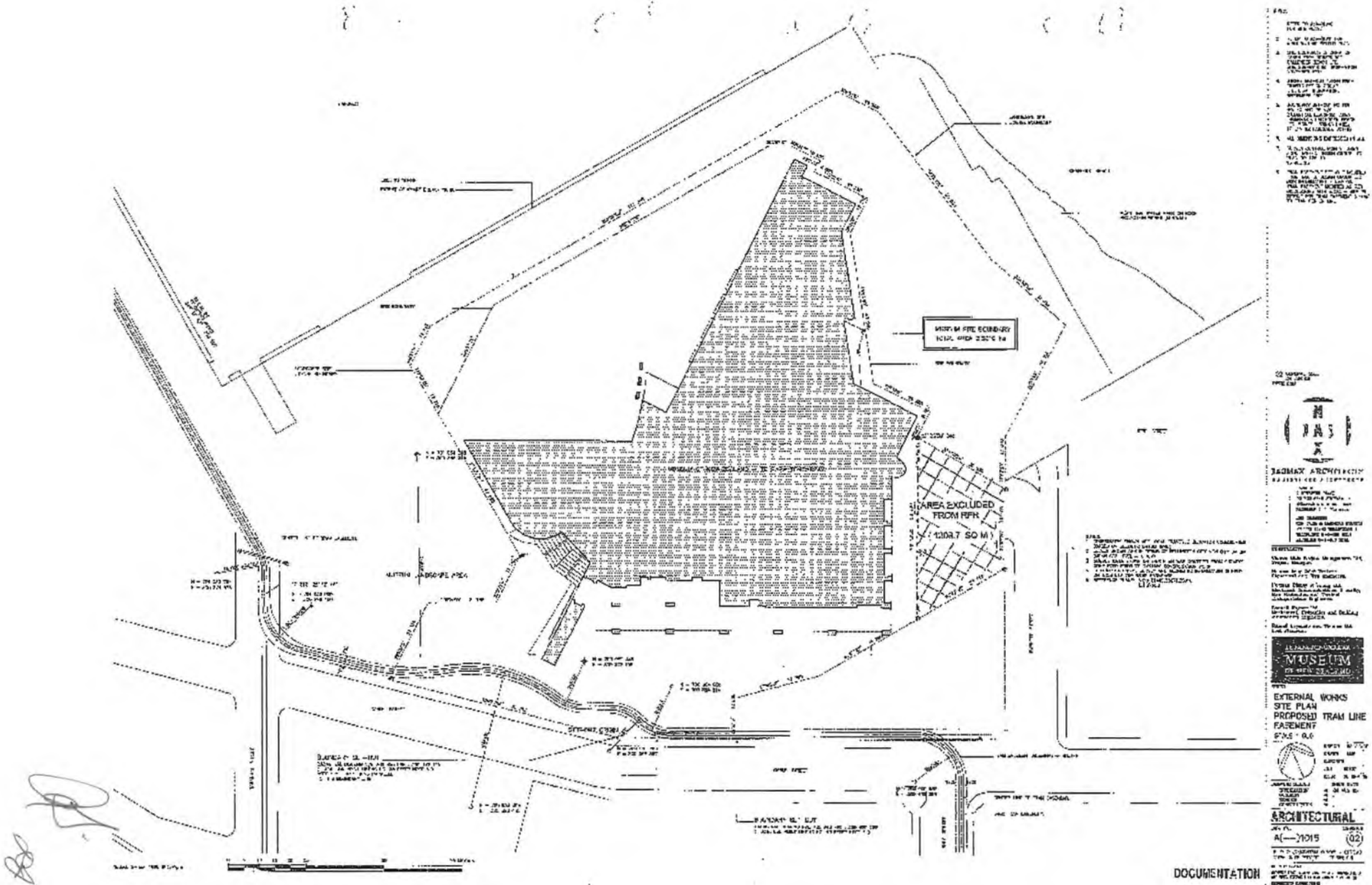
Minister in Charge of Treaty of Waitangi Negotiations



6 ARCHITECTURAL PLAN IN RELATION TO TE PAPA RFR LAND

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: DOCUMENTS SCHEDULE

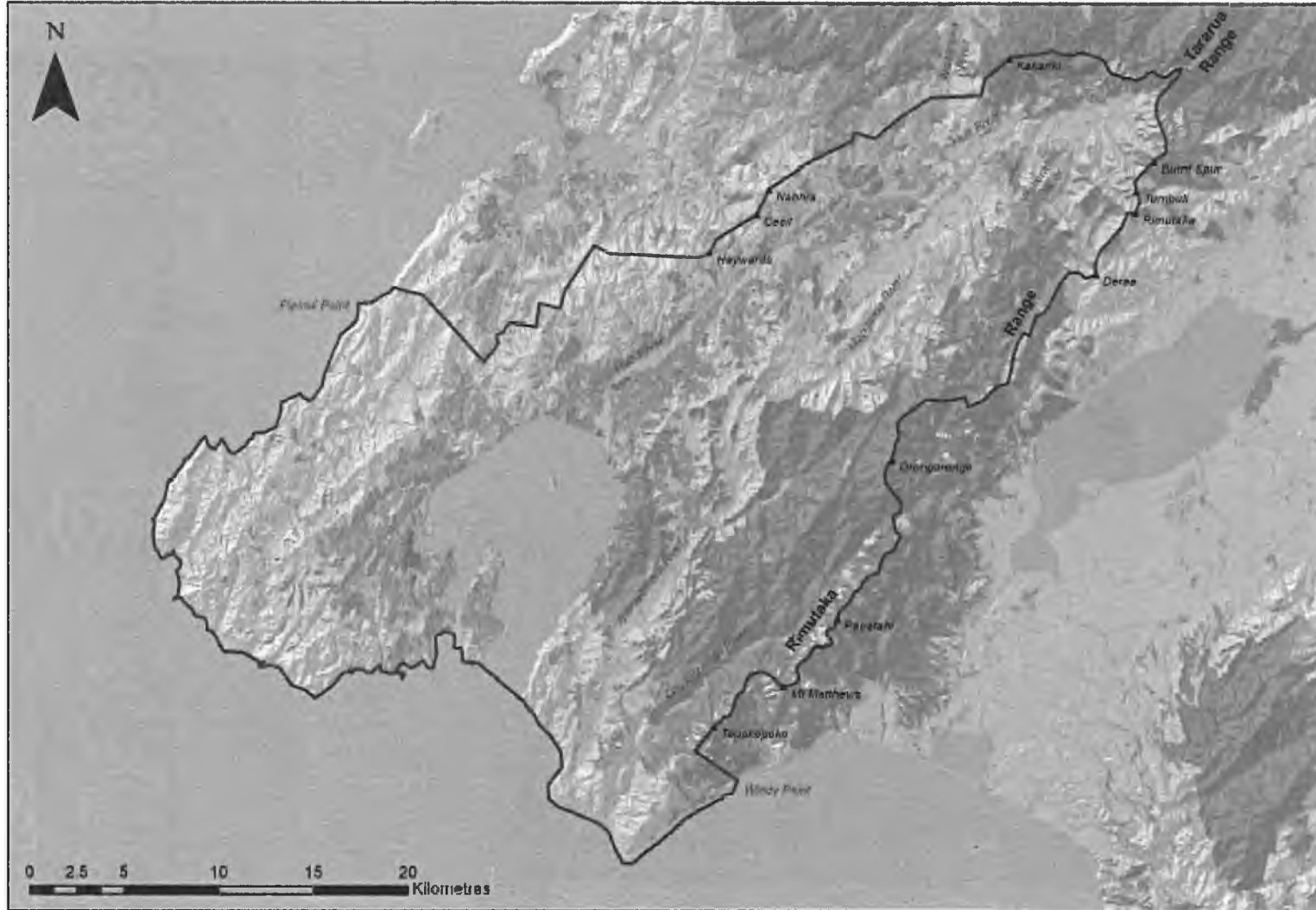
6 ARCHITECTURAL PLAN IN RELATION TO TE PAPA RFR LAND



7 AREA OF INTEREST

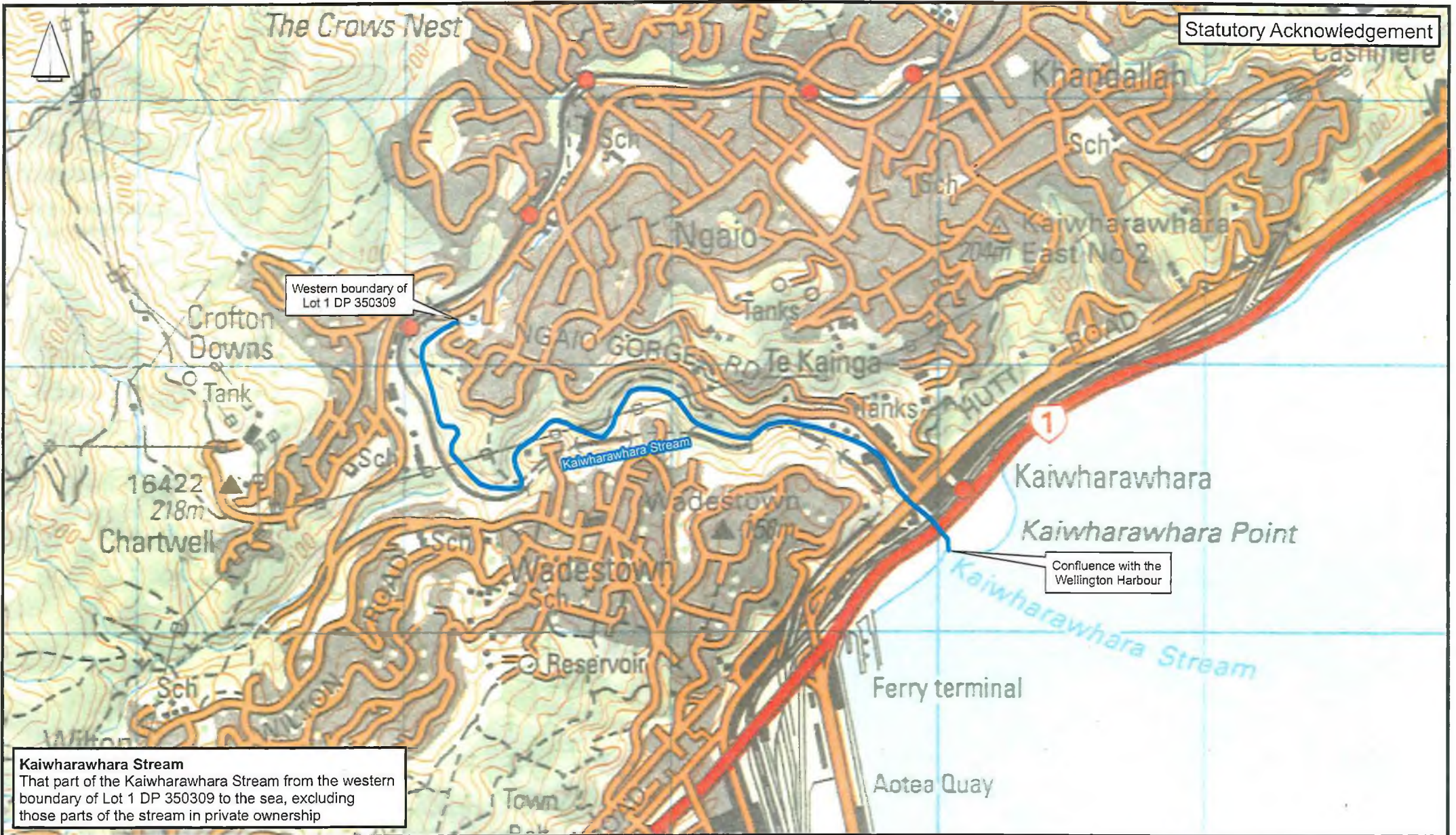
7 AREA OF INTEREST

ATTACHMENT A
TARANAKI WHĀNUI KI TE UPOKO O TE IKA AREA OF INTEREST



ASO

8 SO PLANS



Statutory Acknowledgement

Western boundary of Lot 1 DP 350309

Confluence with the Wellington Harbour

Kaiwharawhara Stream
 That part of the Kaiwharawhara Stream from the western boundary of Lot 1 DP 350309 to the sea, excluding those parts of the stream in private ownership



Wellington Land District
 Boundaries are indicative only
 Grid lines are at 1000 metres



Kaiwharawhara Stream

Areas referred to in the Deed of Settlement between
 Taranaki Whānui ki Te Upoko o Te Ika and the Crown

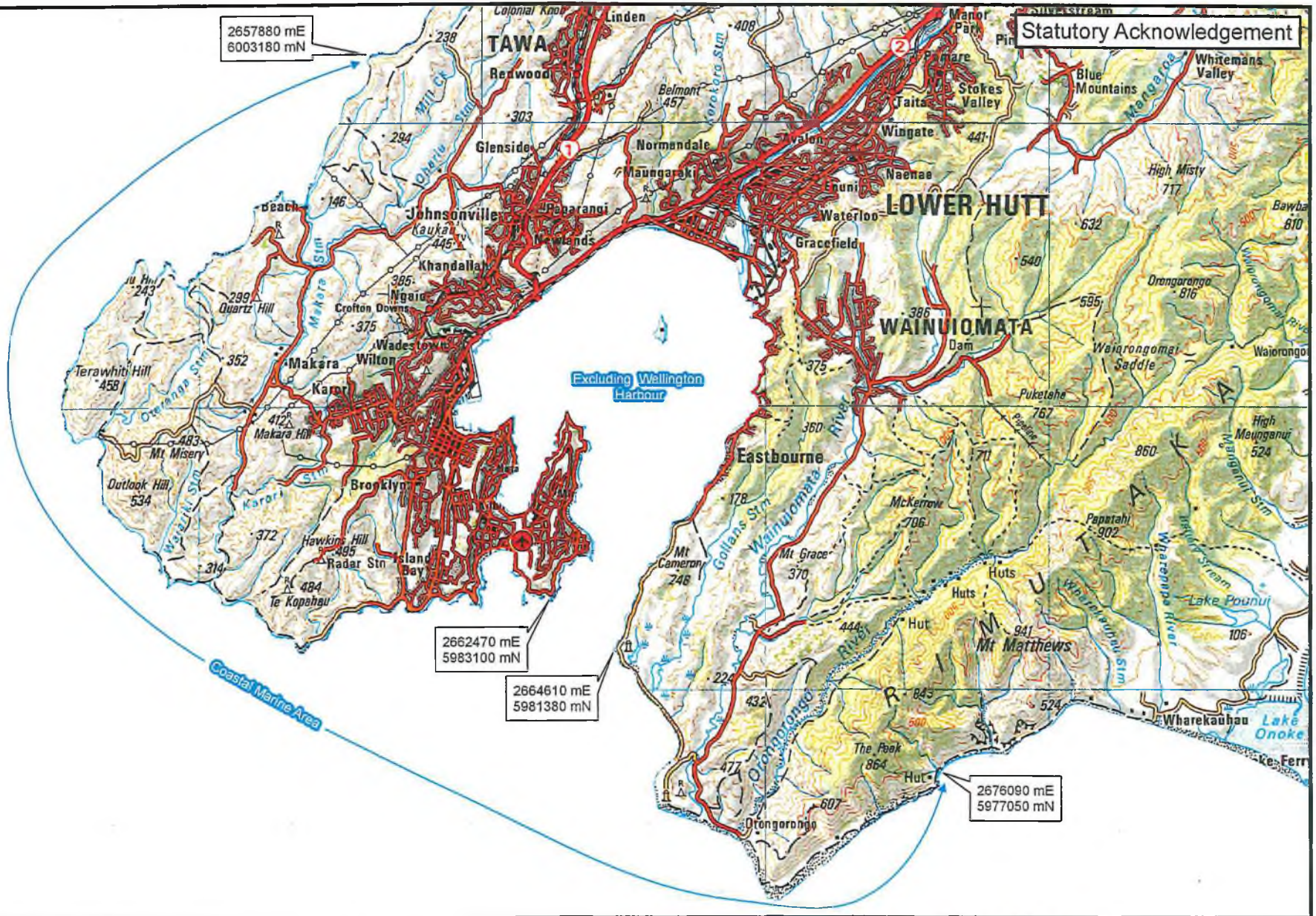
Approved as to boundaries:
[Signature] 19.8.08
 for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika
[Signature] 19.08.2008
 for and on behalf of the Crown

SO 408069



2657880 mE
6003180 mN

Statutory Acknowledgement



Wellington Land District
Boundaries are indicative only
Grid lines are at 1000 metres



ME03557

Coastal Marine Area

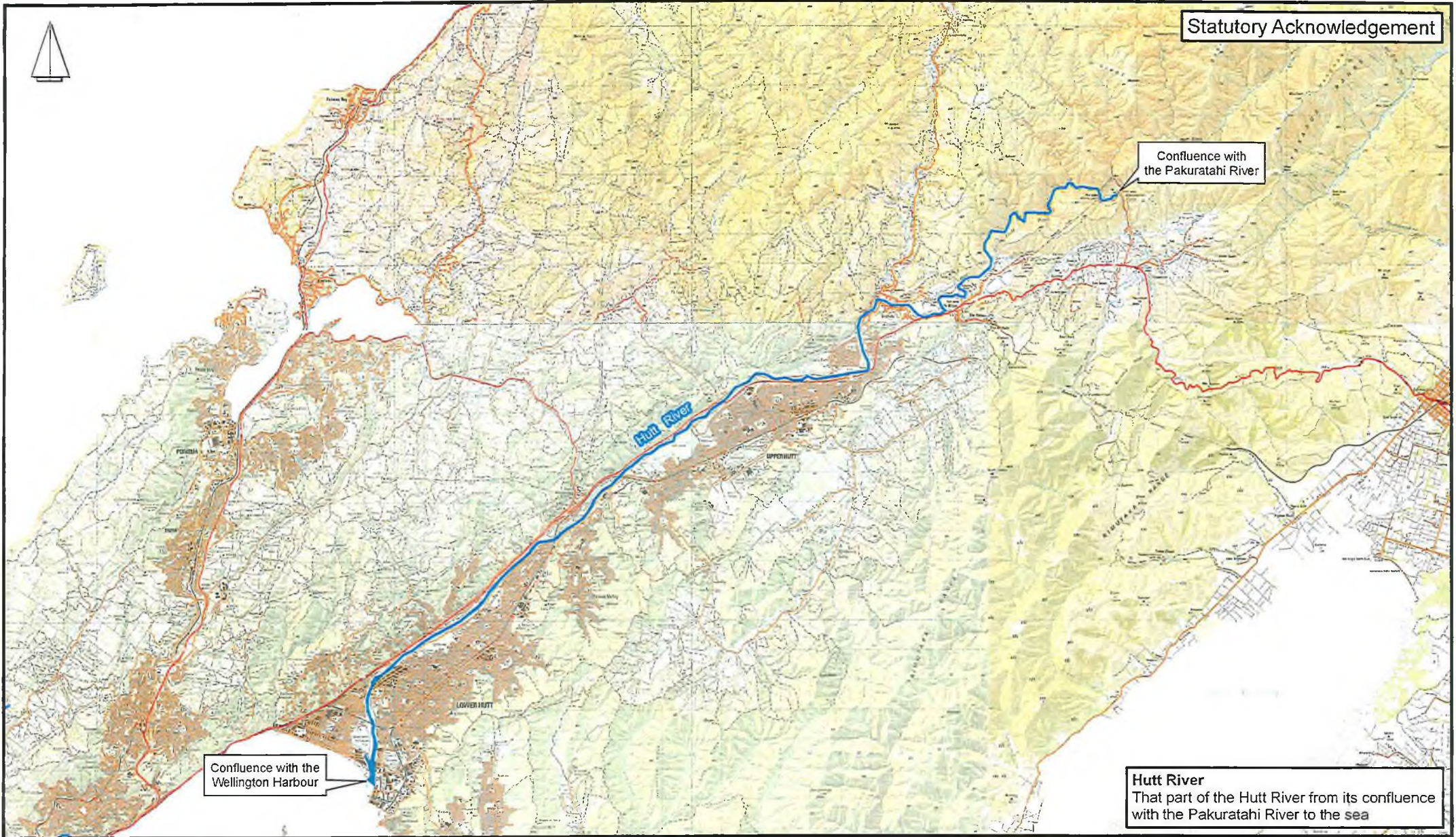
Areas referred to in the Deed of Settlement between
Taranaki Whānui ki Te Upoko o Te Ika and the Crown

Approved as to boundaries:

[Signature] 19.8.08
for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika

[Signature] 19.09.2008
for and on behalf of the Crown

SO 408070



Hutt River
That part of the Hutt River from its confluence with the Pakuratahi River to the sea

Confluence with the Wellington Harbour

Approved as to boundaries:
[Signature] 19/2/08
for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika
[Signature] 19/09/2008
for and on behalf of the Crown

Hutt River

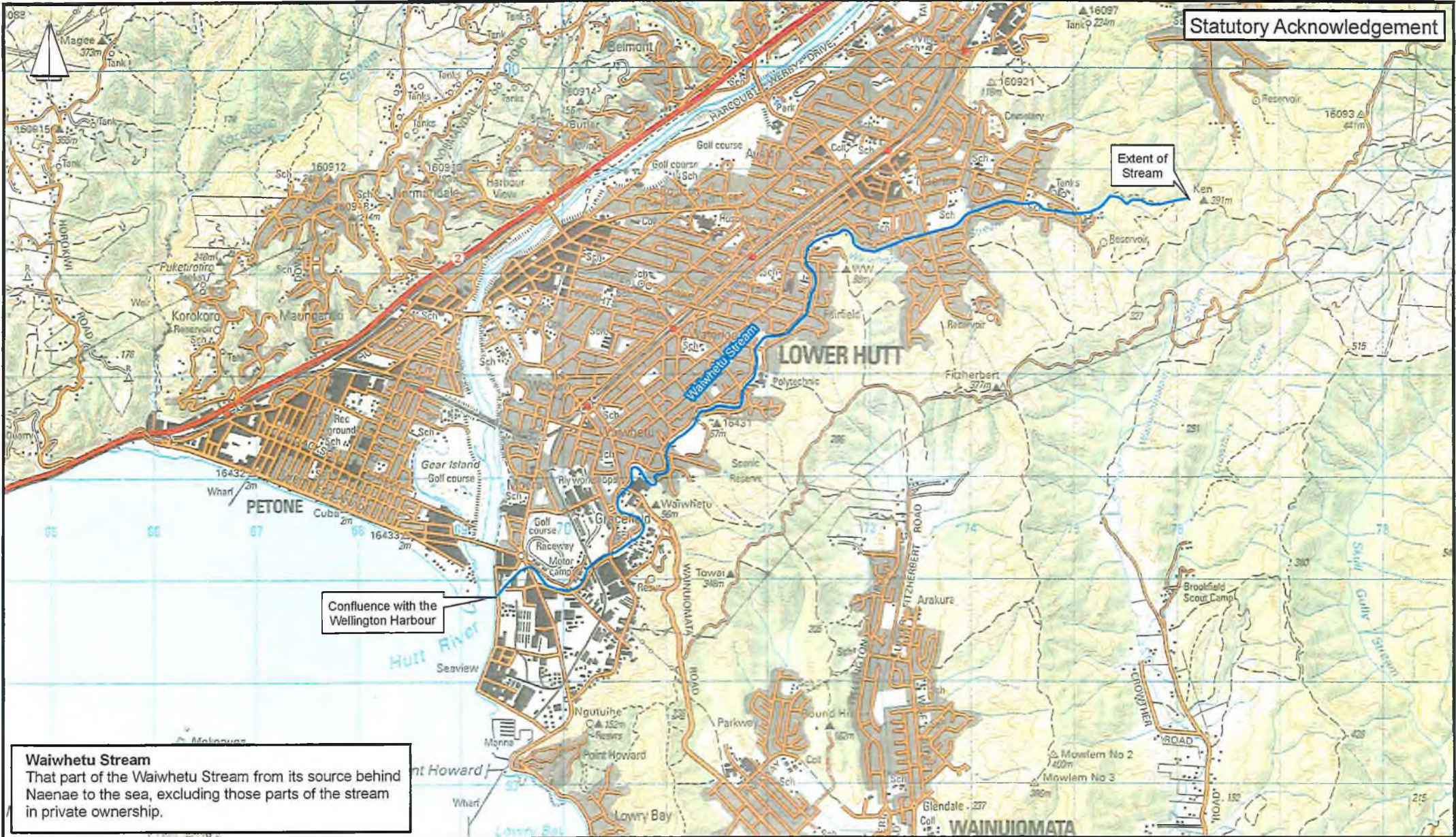
Areas referred to in the Deed of Settlement between
Taranaki Whānui ki Te Upoko o Te Ika and the Crown

SO 408071



Wellington Land District
Boundaries are indicative only
Grid lines are at 1000 metres





Extent of Stream

Confluence with the Wellington Harbour

Waiwhetu Stream
 That part of the Waiwhetu Stream from its source behind Naenae to the sea, excluding those parts of the stream in private ownership.

Waiwhetu Stream

Areas referred to in the Deed of Settlement between Taranaki Whānui ki Te Upoko o Te Ika and the Crown

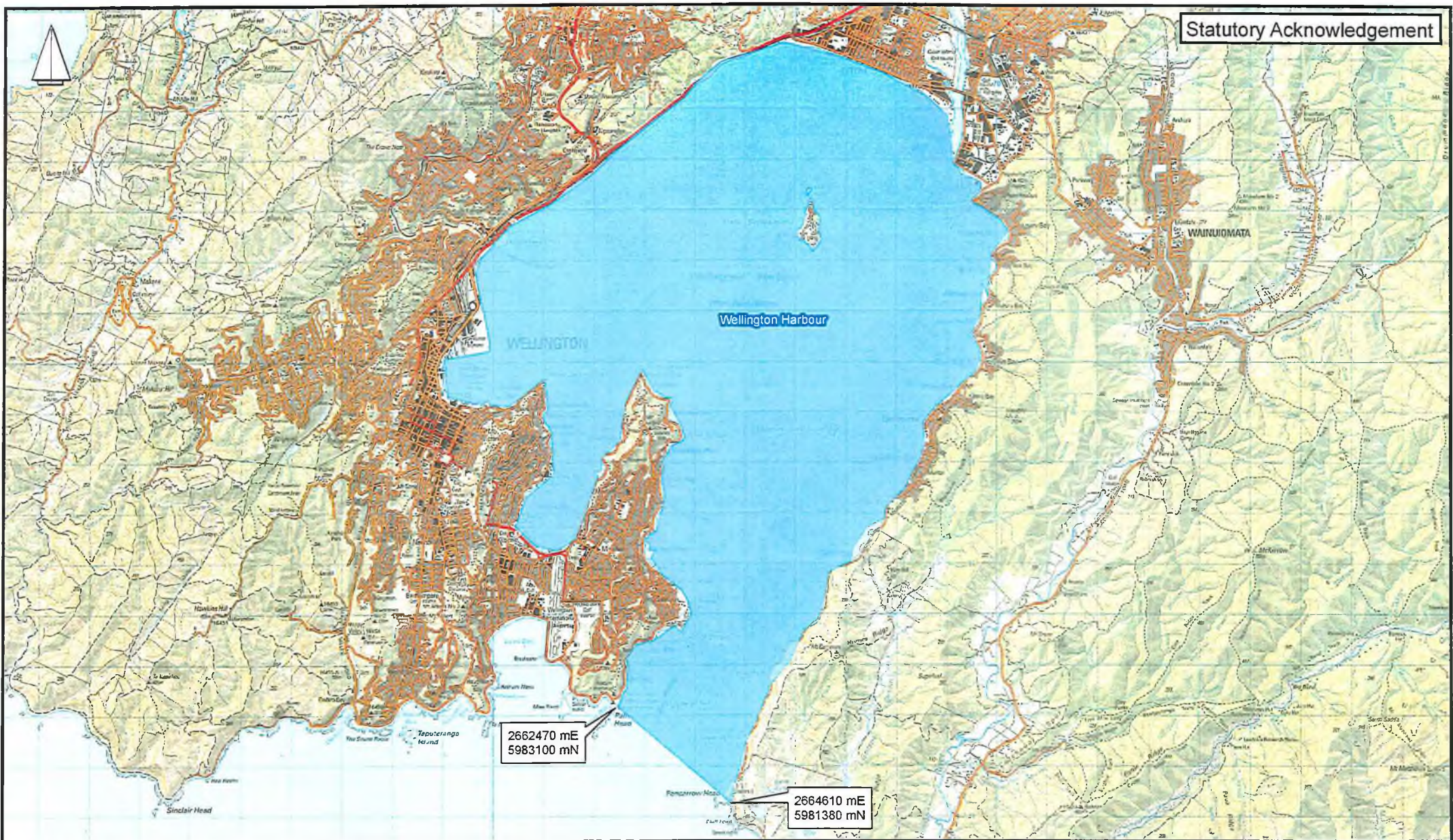
Approved as to Boundaries:
[Signature] 19/8/08
 for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika
[Signature] 19/08/2008
 for and on behalf of the Crown

SO 408072



Wellington Land District
 Boundaries are indicative only
 Grid lines are at 1000 metres





2662470 mE
5983100 mN

2664610 mE
5981380 mN



Wellington Land District
Boundaries are indicative only
Grid lines are at 1000 metres

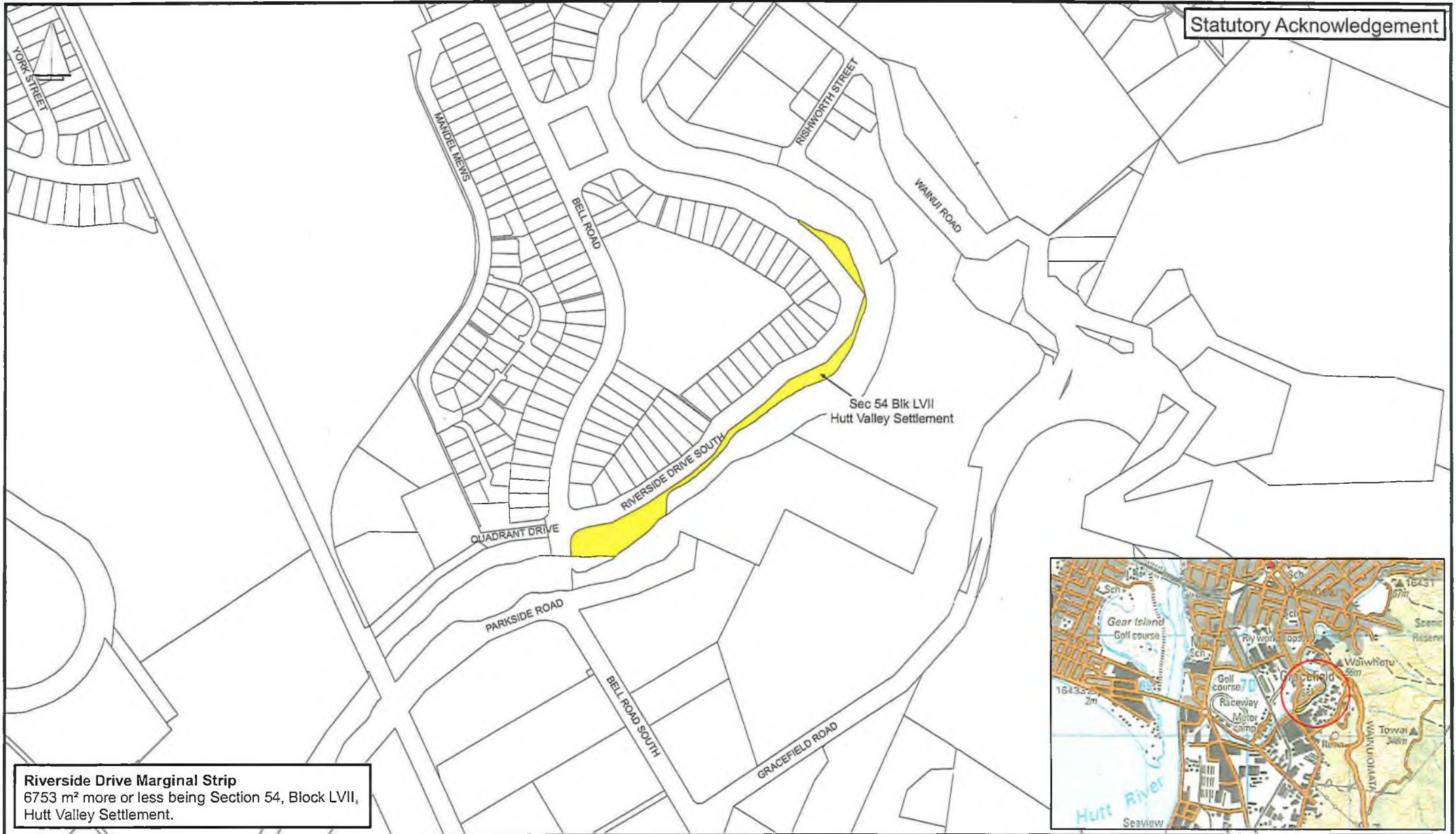


Wellington Harbour

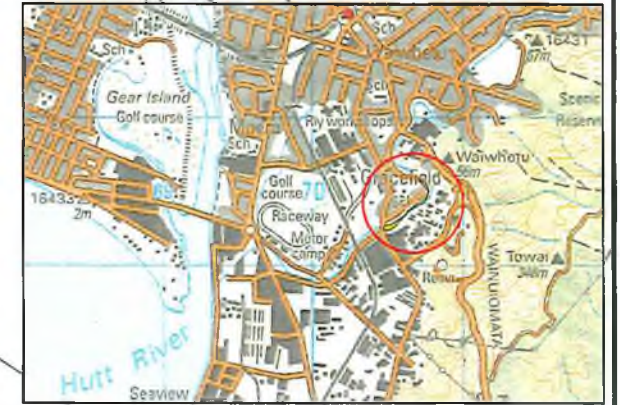
Areas referred to in the Deed of Settlement between
Taranaki Whānui ki Te Upoko o Te Ika and the Crown

Approved as to boundaries:
A. Sharp 19, 8, 08
for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika
Taryn Charles 19, 09, 2008
for and on behalf of the Crown

SO 408073



Riverside Drive Marginal Strip
 6753 m² more or less being Section 54, Block LVII,
 Hutt Valley Settlement.



Riverside Drive Marginal Strip

Areas referred to in the Deed of Settlement between
 Taranaki Whānui ki Te Upoko o Te Ika and the Crown

Approved as to boundaries:

[Signature] 19.8.08
 for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika

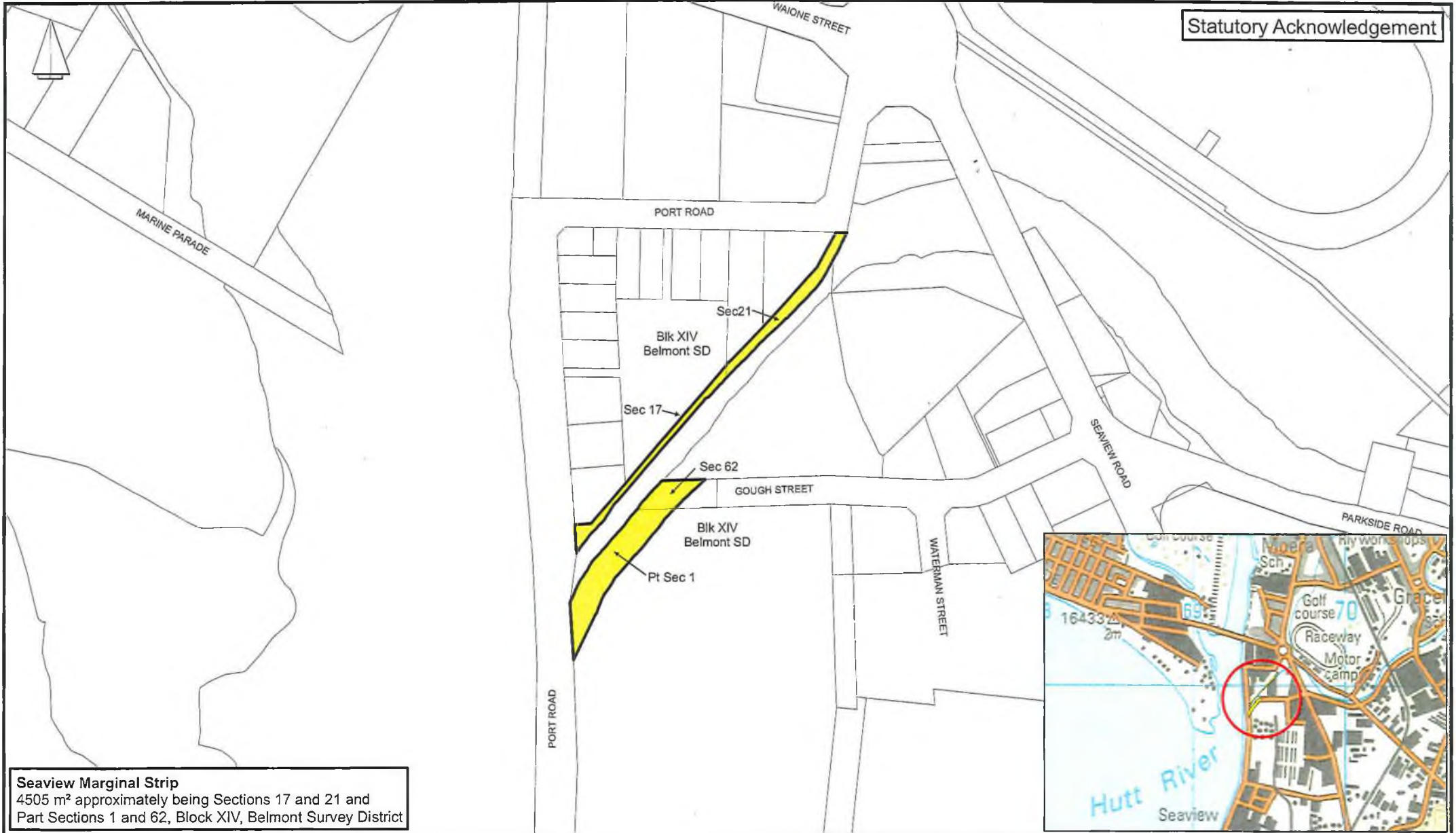
[Signature] 19.09.2008
 for and on behalf of the Crown

SO 408074



Wellington Land District
 Boundaries are indicative only
 Grid lines are at 1000 metres





Seaview Marginal Strip
 4505 m² approximately being Sections 17 and 21 and Part Sections 1 and 62, Block XIV, Belmont Survey District

Seaview Marginal Strip

Areas referred to in the Deed of Settlement between
 Taranaki Whānui ki Te Upoko o Te Ika and the Crown

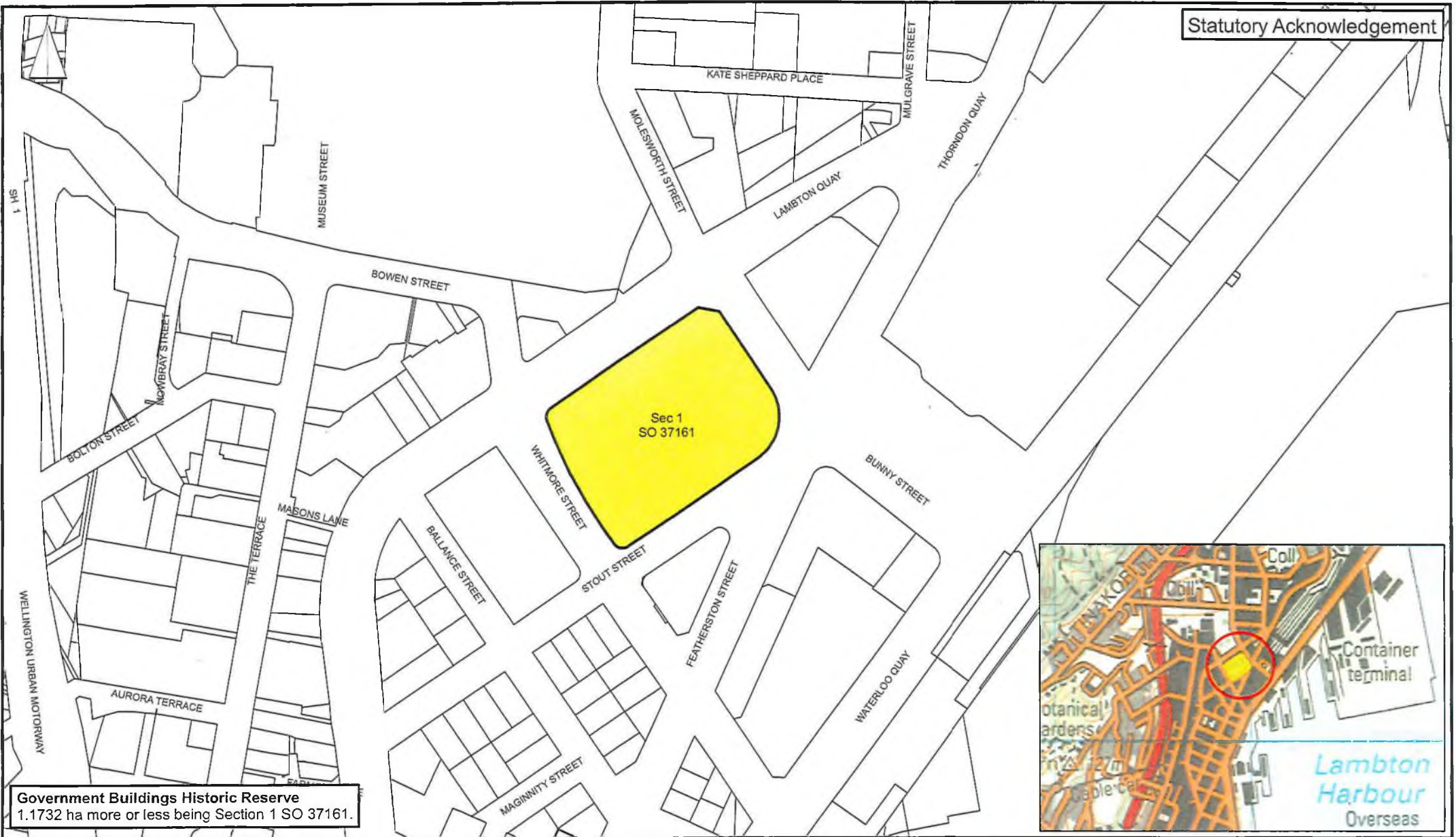
Approved as to boundaries:
[Signature] 19,808
 for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika
[Signature] 19,000
 for and on behalf of the Crown

SO 408075



Wellington Land District
 Boundaries are indicative only
 Grid lines are at 1000 metres





Government Buildings Historic Reserve
1.1732 ha more or less being Section 1 SO 37161.



Wellington Land District
Boundaries are indicative only
Grid lines are at 1000 metres

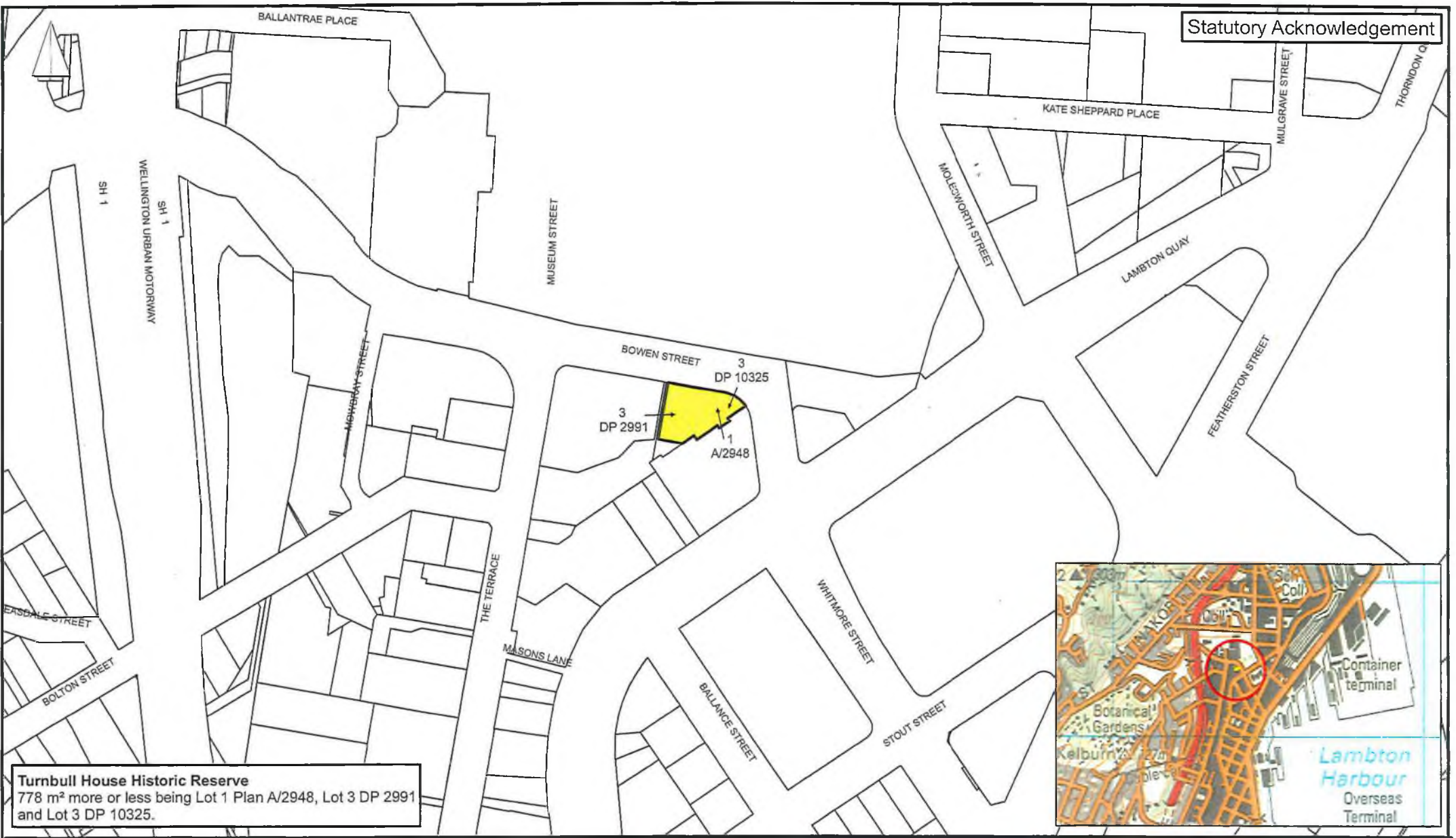


Government Buildings Historic Reserve

Areas referred to in the Deed of Settlement between
Taranaki Whānui ki Te Upoko o Te Ika and the Crown

Approved as to boundaries:
[Signature] 19.8.08
 for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika
[Signature] 19.08.2008
 for and on behalf of the Crown

SO 408076



Turnbull House Historic Reserve
 778 m² more or less being Lot 1 Plan A/2948, Lot 3 DP 2991 and Lot 3 DP 10325.



Wellington Land District
 Boundaries are indicative only
 Grid lines are at 1000 metres



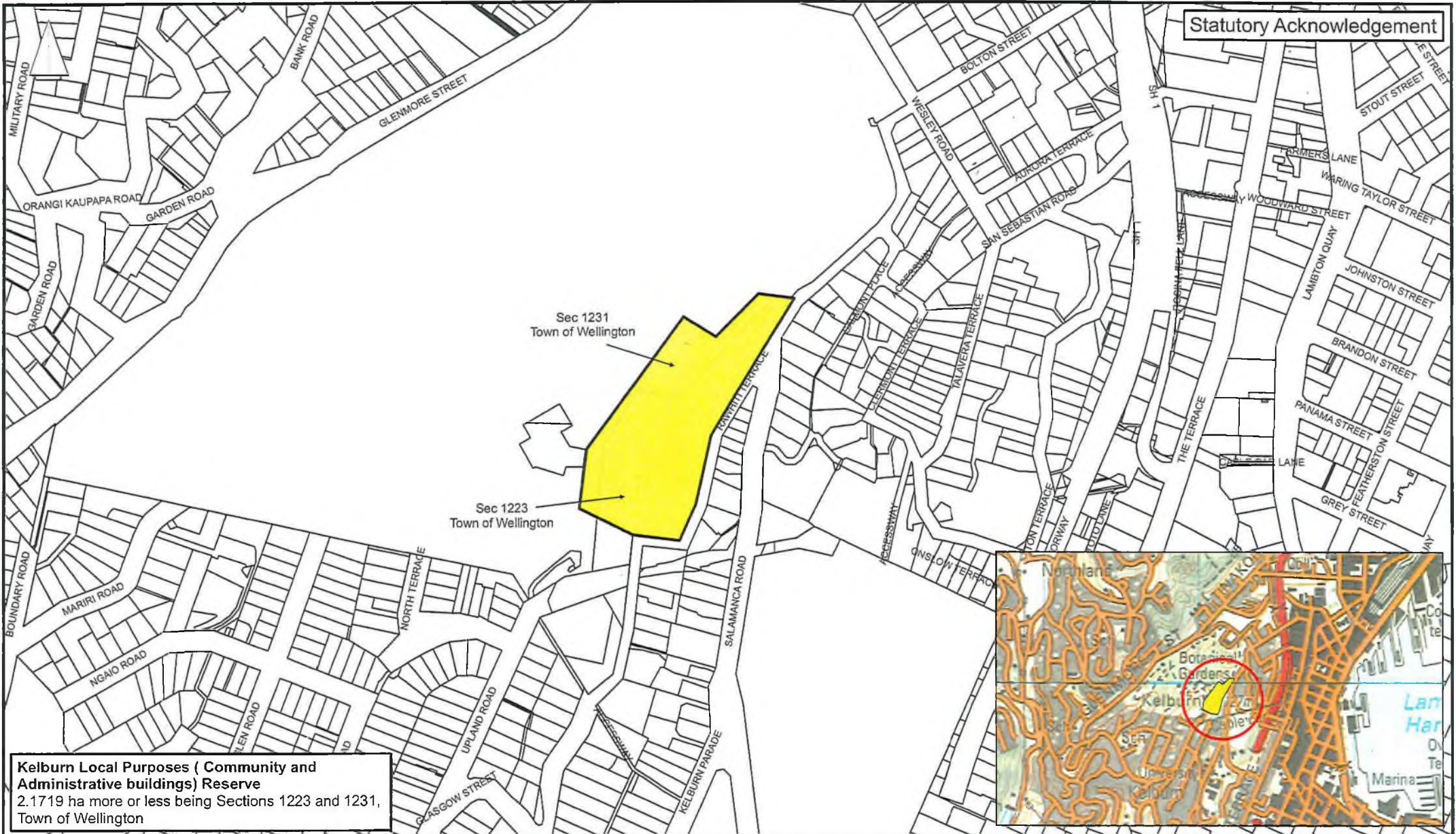
SIRCLAIR KNIGHT HERTZ
SKM

Turnbull House Historic Reserve

**Areas referred to in the Deed of Settlement between
 Taranaki Whānui ki Te Upoko o Te Ika and the Crown**

Approved as to boundaries:
 *[Signature]* 19/8/08
 for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika
 *[Signature]* 19/08/2008
 for and on behalf of the Crown

SO 408077



Kelburn Local Purposes (Community and Administrative buildings) Reserve
 2.1719 ha more or less being Sections 1223 and 1231, Town of Wellington

Wellington Land District
 Boundaries are indicative only
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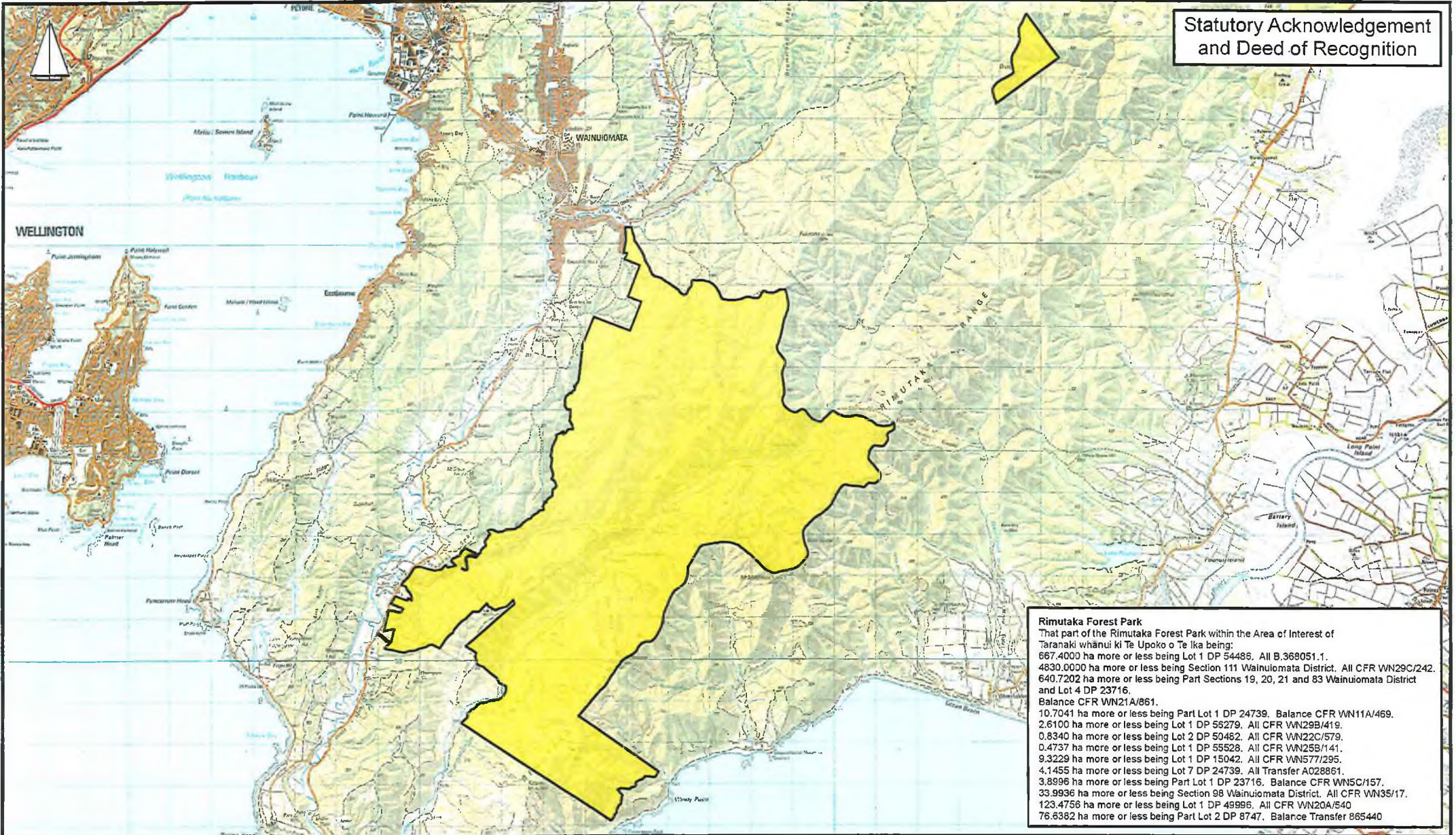
Kelburn Local Purposes (Community and Administrative buildings) Reserve

Areas referred to in the Deed of Settlement between Taranaki Whānui ki Te Upoko o Te Ika and the Crown

Approved as to boundaries:
[Signature] 19.8.08
 for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika
[Signature] 19.08.2008
 for and on behalf of the Crown

SO 408078

Statutory Acknowledgement
and Deed of Recognition



Rimutaka Forest Park
That part of the Rimutaka Forest Park within the Area of Interest of Taranaki Whānui ki Te Upoko o Te Ika being:
667.4000 ha more or less being Lot 1 DP 54485. All B.368051.1.
4830.0000 ha more or less being Section 111 Wainuiomata District. All CFR WN29C/242.
640.7202 ha more or less being Part Sections 19, 20, 21 and 83 Wainuiomata District and Lot 4 DP 23716.
Balance CFR WN21A/861.
10.7041 ha more or less being Part Lot 1 DP 24739. Balance CFR WN11A/469.
2.6100 ha more or less being Lot 1 DP 56279. All CFR WN29B/419.
0.8340 ha more or less being Lot 2 DP 50482. All CFR WN22C/579.
0.4737 ha more or less being Lot 1 DP 55528. All CFR WN25B/141.
9.3229 ha more or less being Lot 1 DP 15042. All CFR WN577/295.
4.1455 ha more or less being Lot 7 DP 24739. All Transfer A028861.
3.8996 ha more or less being Part Lot 1 DP 23716. Balance CFR WN5C/157.
33.9936 ha more or less being Section 98 Wainuiomata District. All CFR WN35/17.
123.4758 ha more or less being Lot 1 DP 49995. All CFR WN20A/540.
76.6382 ha more or less being Part Lot 2 DP 8747. Balance Transfer 865440



Wellington Land District
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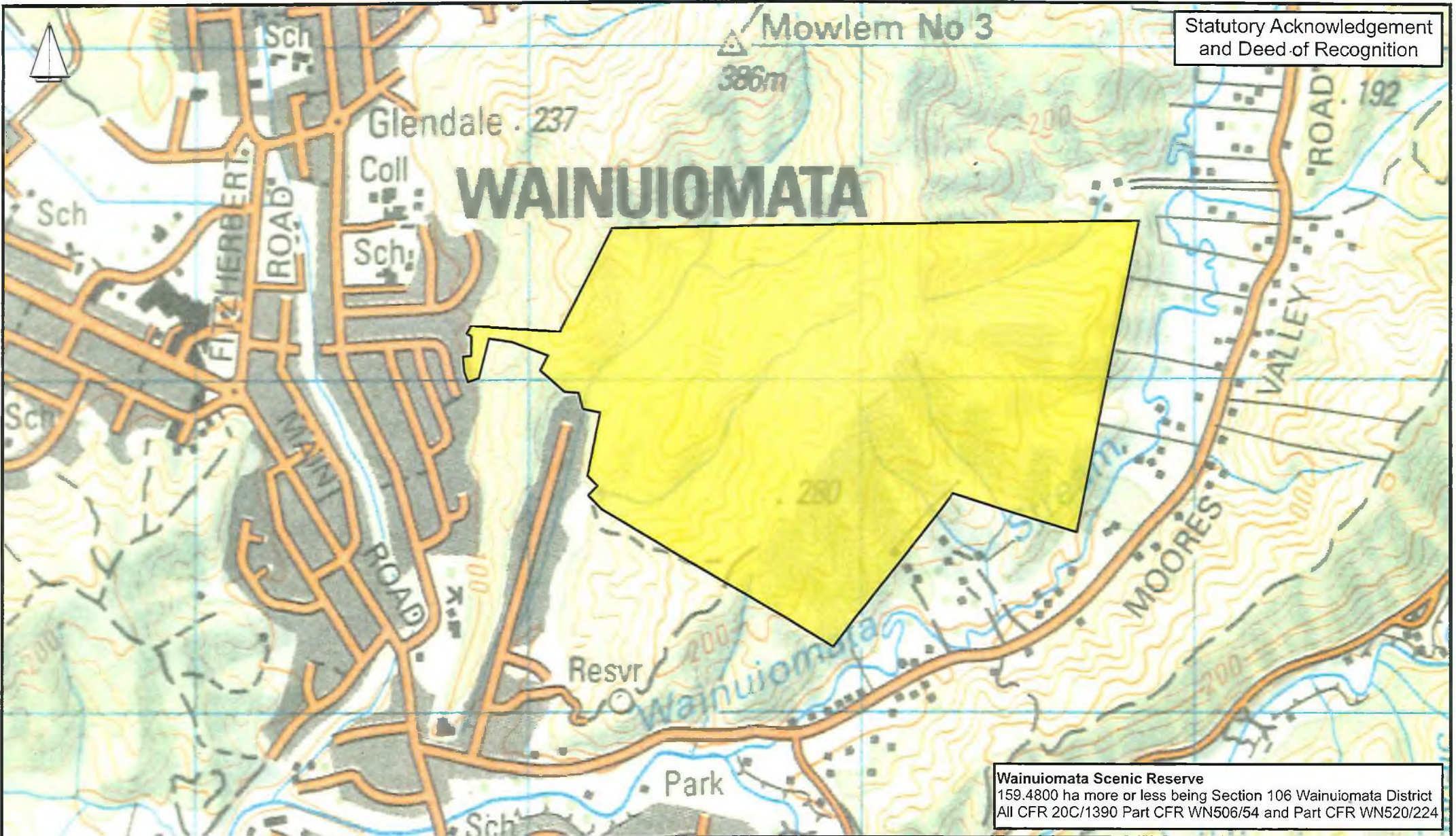
Rimutaka Forest Park

Areas referred to in the Deed of Settlement between
Taranaki Whānui ki Te Upoko o Te Ika and the Crown

Approved as to boundaries:

[Signature] 19, 8, 08
for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika
[Signature] 19, 08, 2008
for and on behalf of the Crown

SO 408079



Wainuiomata Scenic Reserve
 159.4800 ha more or less being Section 106 Wainuiomata District
 All CFR 20C/1390 Part CFR WN506/54 and Part CFR WN520/224



Wellington Land District
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 Grid lines are at 1000 metres



AED03557

Wainuiomata Scenic Reserve

Areas referred to in the Deed of Settlement between
 Taranaki Whānui ki Te Upoko o Te Ika and the Crown

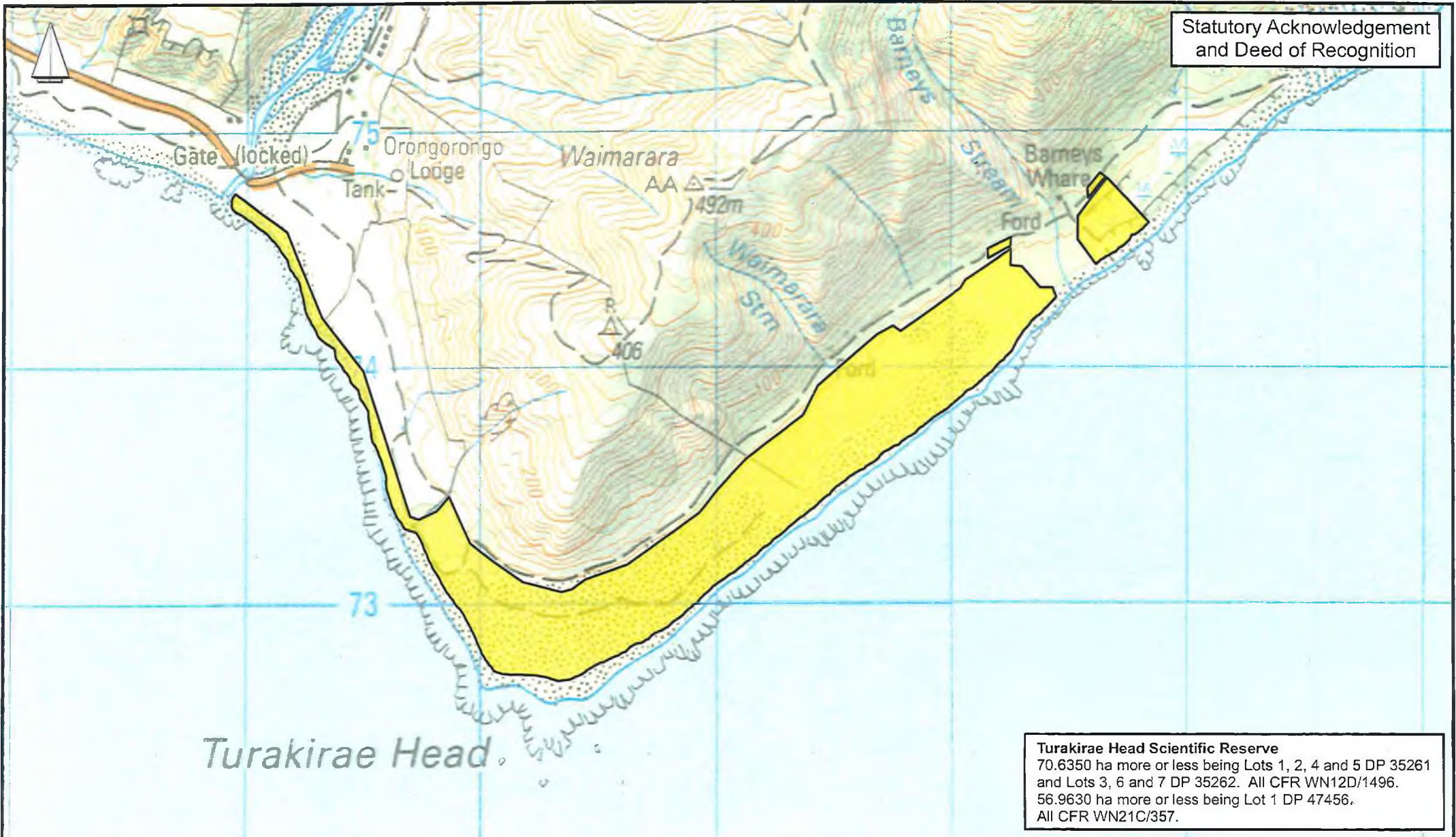
Approved as to boundaries:

[Signature] 19.5.08
 for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika

[Signature] 19.05.2008
 for and on behalf of the Crown

SO 408080

Statutory Acknowledgement
and Deed of Recognition



Turakirae Head

Turakirae Head Scientific Reserve
70.6350 ha more or less being Lots 1, 2, 4 and 5 DP 35261
and Lots 3, 6 and 7 DP 35262. All CFR WN12D/1496.
56.9630 ha more or less being Lot 1 DP 47456.
All CFR WN21C/357.



Wellington Land District
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Grid lines are at 1000 metres



Turakirae Head Scientific Reserve

Areas referred to in the Deed of Settlement between
Taranaki Whānui ki Te Upoko o Te Ika and the Crown

Approved as to boundaries:
[Signature] 19.8.08
for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika
[Signature] 19.08.2008
for and on behalf of the Crown

SO 408081

9 DRAFT BILL

IN CONFIDENCE

PCO note: This draft is subject to further PCO revision.

Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) Claims Settlement Bill

Government Bill

Explanatory note

General policy statement

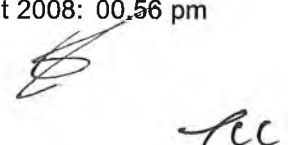
Overview

This Bill gives effect to the deed of settlement in which the Crown and Taranaki Whānui ki Te Upoko o Te Ika agree to a final settlement of the Taranaki Whānui ki Te Upoko o Te Ika historical claims.

Scope of settlement

Taranaki Whānui ki Te Upoko o Te Ika defines its rohe as conforming to the boundaries of the Port Nicholson Block and has 17 183 registered members. Taranaki Whānui ki Te Upoko o Te Ika comprises people from Taranaki iwi (Te Atiawa, Taranaki, Ngāti Tama, Ngāti Ruanui, and other people from Taranaki, including Ngāti Mutunga). In the deed of settlement and in this Bill, Taranaki Whānui ki Te Upoko o Te Ika is defined as the collective group composed of—

- individuals who are descended from 1 or more of the listed recognised ancestors of Taranaki Whānui ki Te Upoko o Te Ika; and
- every individual who is a member of the listed subgroups of Taranaki Whānui ki Te Upoko o Te Ika.



The settlement settles all of the historical claims of Taranaki Whānui ki Te Upoko o Te Ika. Those claims include all claims that are, or are founded on, a right arising—

- from the Treaty of Waitangi (Te Tiriti o Waitangi) or its principles; or
- under legislation; or
- at common law (including aboriginal title and customary law); or
- from fiduciary duty; or
- otherwise.

The claims arise from, or relate to, acts or omissions before 21 September 1992—

- by, or on behalf of, the Crown; or
- by or under legislation.

The Crown is released and discharged from all obligations and liabilities in respect of those claims.

History of claim

The claims of Taranaki Whānui ki Te Upoko o Te Ika were lodged with the Waitangi Tribunal from 1987 onwards. In 2003 those claims were reported on in the Waitangi Tribunal's *Te Whanganui a Tara Me Ōna Takiwā* report on the Wellington District Inquiry.

Negotiations and deed of settlement

In January 2004, the Crown recognised the mandate of the Port Nicholson Block Claims Team to negotiate the settlement of the historical claims of Taranaki Whānui ki Te Upoko o Te Ika. On 15 September 2006 the Crown recognised the reconfirmation of that mandate, which was undertaken by the Port Nicholson Block Claims Team between 24 June 2006 and 24 July 2006.

The Crown and Taranaki Whānui ki Te Upoko o Te Ika entered into terms of negotiation, dated 27 July 2004, which specified the scope, objectives, and general procedures for the negotiations; and an agreement in principle was signed on 13 December 2007 which recorded that Taranaki Whānui ki Te Upoko o Te Ika and the Crown were willing to enter into a deed of settlement on the basis of the Crown's settlement proposal set out in the agreement in principle.

Following the signing of the agreement in principle, negotiations continued between the Crown and Taranaki Whānui ki Te Upoko o Te Ika until a deed of settlement was initialled on 26 June 2008. A ratification process for the deed of settlement and the post-settlement governance entity occurred from the last week of June to the end of July 2008. Of the 7 120 registered adult members of Taranaki Whānui ki Te Upoko o Te Ika who were eligible to vote, 30.7% validly voted on the deed of settlement. Of these, 98.6% voted in favour of accepting the deed of settlement.

On 19 August 2008 the Port Nicholson Block Claims Team and the Crown entered into a deed of settlement. The deed of settlement was conditional on the establishment of a governance entity and the passage of a Bill implementing the matters set out in the deed.

Governance entity

A ratification process for the governance arrangements was carried out concurrently with that for the deed of settlement. Of the 7 120 adult members of Taranaki Whānui ki Te Upoko o Te Ika who were eligible to vote, 30.7% of voters validly voted on the post-settlement governance entity. Of these, 96.2% voted in favour of the proposed post-settlement arrangements. On 11 August 2008 the Port Nicholson Block Settlement Trust was established by trust deed. The trust is a private trust with 11 trustees, which will receive and administer the settlement redress.

The Crown is satisfied that the Port Nicholson Block Settlement Trust provides the appropriate governance arrangements for the transfer of redress under the deed of settlement. The governance arrangement provides for the representation of Taranaki Whānui ki Te Upoko o Te Ika, transparent decision-making and dispute resolution processes, and full accountability to members of Taranaki Whānui ki Te Upoko o Te Ika.

Key elements of redress

The deed of settlement sets out in full the redress provided to Taranaki Whānui ki Te Upoko o Te Ika in settlement of all of its historical claims. The following summary sets out the key elements of the settlement package contained in the deed of settlement. The summary distinguishes between those elements of the settlement package

Handwritten signature and initials, possibly 'B' and 'acc'.

included in the Bill and those elements set out in the deed of settlement. Elements set out only in the deed of settlement do not require legislative authority for their implementation. The Bill includes the elements of the settlement package for which legislative authority is required.

Elements of settlement package in Bill

The Bill—

- empowers the Minister of Conservation, the Minister of Fisheries, and the Minister for Arts, Culture and Heritage to issue protocols that set out how the relevant department, ministry, or chief executive will interact with the trustees of the Port Nicholson Block Settlement Trust on specified matters. The form of each protocol is set out in Part 1 of the documents schedule of the deed of settlement:
- provides for the vesting in the trustees of the following cultural redress properties—
 - 1 Thorndon Quay:
 - 81–87 Thorndon Quay:
 - the Waiwhetu Road site:
 - the former Wainuiomata College site:
 - the former Wainuiomata Intermediate School site:
 - the former Waiwhetu School site:
 - the Pipitea Marae site:
 - a dendroglyph site (comprising 2 dendroglyph areas near the Parangarahu lakes):
 - an urupā site at Makara:
 - the bed of Lake Kohangatera and the Lake Kohangatera esplanade land:
 - the bed of Lake Kohangapiripiri and the Lake Kohangapiripiri esplanade land (the 2 lakes together comprising the Parangarahu Lakes):
 - Wi Tako Scenic Reserve:
 - Point Dorset Recreation Reserve:
 - the Korokoro Gateway site (a site adjacent to the harbour at Petone):

- Makaro Scientific Reserve:
- Mokopuna Scientific Reserve:
- Matiu Scientific Reserve:
- Matiu Historic Reserve.
- sets out the Crown's acknowledgement of the statements by Taranaki Whānui ki Te Upoko o Te Ika of its cultural, spiritual, historical, and traditional association with the following statutory areas—
 - Kaiwharawhara Stream:
 - a coastal marine area:
 - Hutt River:
 - Waiwhetu Stream:
 - Wellington Harbour:
 - Riverside Drive marginal strip:
 - Seaview marginal strip:
 - Government Buildings Historic Reserve:
 - Turnbull House Historic Reserve:
 - Rimutaka Forest Park:
 - Wainuiomata Scenic Reserve:
 - Turakirae Head Scientific Reserve:
 - Kelburn Local Purposes (Community and Administrative Buildings) Reserve:
- The statutory acknowledgement registers the special association Taranaki Whānui ki Te Upoko o Te Ika has with the statutory areas. Taranaki Whānui ki Te Upoko o Te Ika's statements of association are recorded in Part 2 of the documents schedule of the deed of settlement. The acknowledgement by the Crown of the statements of association is in the Bill. Consent authorities, the Environment Court, and the New Zealand Historic Places Trust will be required to have regard to the statutory acknowledgement. The acknowledgement requires that consent authorities provide Taranaki Whānui ki Te Upoko o Te Ika with summaries of all resource consent applications that may affect the statutory areas:
 - provides for a deed of recognition over the—
 - Rimutaka Forest Park:



- Wainuiomata Scenic Reserve:
- Turakirae Head Scientific Reserve:

This obliges the Crown to consult with Taranaki Whānui ki Te Upoko o Te Ika through the Port Nicholson Block Settlement Trust and have regard to its views regarding the special association Taranaki Whānui ki Te Upoko o Te Ika has with those areas. This also specifies the nature of the input of Taranaki Whānui ki Te Upoko o Te Ika into management of the area by the Department of Conservation:

- provides for the official amendment of the following 8 place names:

Name at present	New name
Ngauranga Stream	Waitohi Stream
Mount Misery	Mount Wai-ariki
Sinclair Head	Sinclair Head/Te Rimurapa
Red Rocks	Pariwhero/Red Rocks
Tinakori Hill	Te Ahumairangi Hill
Lowry Bay	Whiorau/Lowry Bay
Baring Head	Baring Head/Ōrua-pouanui
Steeple Rock	Steeple Rock/Te Aroaro-o-Kupe

- also provides the trustees with a right of first refusal in relation to certain properties.

Elements of settlement package only in deed of settlement

The deed of settlement also includes the following redress for which legislative authority is not required:

- the payment of \$23.138 million (being the financial and commercial redress amount of \$25.025 million less 2 previous on account amounts totalling \$1.887 million):
- the option for the trustees to purchase the following properties at market value and on the terms specified in Part 4 of the provisions schedule of the deed of settlement:
 - 4 Shelly Bay properties, once their market value at the date of the deed of settlement has been determined:

- any or all of 14 other properties, if notice of interest is given during the period of 2 years from the settlement date:
- the land (but not improvements) of any of 15 other properties, up to a total value of \$110 million (as the value is specified in Part 4 of the provisions schedule of the deed of settlement), if notice of interest is given during the period of 10 years from the settlement date, and subject to leaseback arrangements:
- letters from the Minister in Charge of Treaty of Waitangi Negotiations to Centreport Limited, and Wellington International Airport Limited, introducing the trustees and requesting that the recipient agree to enter into a formal relationship with them:
- acknowledgement and support by the Crown of the desire of the trustees to provide for the enhanced wellbeing, revitalisation, and protection of its members by—
 - facilitating access by Taranaki Whānui ki Te Upoko o Te Ika to government programmes and services that relate to social, economic, and cultural development. The Crown will assist the trustees in working through the necessary administrative procedures so that Taranaki Whānui ki Te Upoko o Te Ika shall have ready access to such programmes and services:
 - an appropriate Minister of the Crown chairing an annual hui between relevant Ministers of the Crown and the trustees. The purpose of the hui will be to review progress of the implementation of the social, economic, and cultural aspirations of Taranaki Whānui ki Te Upoko o Te Ika to identify, and progress, meaningful opportunities for Taranaki Whānui ki Te Upoko o Te Ika to play a more direct role in the provision of social, economic, and cultural outcomes for its members:
 - relevant government agencies working with the trustees to identify and explore areas of mutual interest. Those agencies will report progress to the annual hui referred to above.

Removal of courts' jurisdiction and certain memorials

Taranaki Whānui ki Te Upoko o Te Ika and the Crown have agreed to the removal of the jurisdiction of the courts and the Waitangi Tribunal in respect of the historical claims of Taranaki Whānui ki Te Upoko o Te Ika (not including the contemporary aspects of Wai 262), the deed of settlement, the settlement redress, and this Bill (but not in respect of the interpretation or implementation of the deed of settlement or the Bill). Taranaki Whānui ki Te Upoko o Te Ika has also agreed that neither Taranaki Whānui ki Te Upoko o Te Ika nor a representative entity will object to the removal by legislation of memorials entered under any of the land claims statutory protection legislation.

Clause by clause analysis

Clause 1 states the Bill's title.

Clause 2 specifies the Bill's commencement date.

Part 1**Purpose of Act, interpretation, settlement
of historical claims, and miscellaneous
matters**

Part 1 provides for preliminary matters and the settlement of the historical claims.

Subpart 1—Purpose of Act

Clause 1.1 states the purpose of the Bill.

Clause 1.2 provides that the Bill binds the Crown.

Clause 1.3 provides an outline of the Bill.

Subpart 2—Interpretation

Clause 1.4 provides that the Bill is to be interpreted in a manner that best furthers the agreements in the deed of settlement.

Clause 1.5 defines certain terms used in the Bill.

Clause 1.6 defines Taranaki Whānui ki Te Upoko o Te Ika.

Clause 1.7 defines historical claims.

Subpart 3—Settlement of historical claims

Historical claims settled and jurisdiction of courts, etc, removed

Clause 1.8 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, the Bill, and the settlement redress (but not in respect of the interpretation or implementation of the deed of settlement or the Bill).

Amendment to Treaty of Waitangi Act 1975

Clause 1.9 amends the Treaty of Waitangi Act 1975 to remove the jurisdiction of the Waitangi Tribunal as provided in *clause 1.8*.

Protections no longer apply

Clause 1.11 provides that certain enactments do not apply to specified land.

Clause 1.12 provides for the removal of existing memorials from the certificates of title or computer registers relating to the specified land.

Subpart 4—Miscellaneous matters

Perpetuities

Clause 1.13 provides for an exception to the rule against perpetuities and any relevant provisions of the Perpetuities Act 1964 for the Port Nicholson Block Settlement Trust and in respect of documents entered into by the Crown to give effect to the deed of settlement.

Timing of actions or matters

Clause 1.14 provides that actions or matters occurring under the Bill occur or take effect on the settlement date or as otherwise specified.

Access to deed of settlement

Clause 1.15 provides that the chief executive of the Ministry of Justice must 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 business 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.

Part 2 Cultural redress

Part 2 provides for cultural redress.

Subpart 1—Protocols

Subpart 1 (clauses 2.1 to 2.6) provides for the issue of protocols by the Minister of Conservation, the Minister of Fisheries, and the Minister for Arts, Culture and Heritage. It provides that the protocols are subject to the Crown's obligations and limits the rights arising under them.

Subpart 2—Statutory acknowledgement and deed of recognition

Subpart 2 (clauses 2.7 to 2.21) contains the Crown's acknowledgement of the statements made by Taranaki Whānui ki Te Upoko o Te Ika of their association with 13 statutory areas. The purposes and limits of the statutory acknowledgement are defined. This subpart also provides that the Minister of Conservation may enter into and amend a deed of recognition.

Subpart 3—The Crown not prevented from providing other similar redress

Subpart 3 (clause 2.22) provides that the Crown's provision of the protocols, statutory acknowledgement, and deed of recognition does not prevent the Crown from doing anything that is consistent with that redress, including—

- providing, or agreeing to introduce legislation providing, the same or similar redress to a person other than Taranaki Whānui ki Te Upoko o Te Ika or the trustees:
- disposing of land.

Subpart 4—Vesting of cultural redress properties

Subpart 4 (clauses 2.23 to 2.54) provides for the vesting of 18 cultural redress properties in the trustees and provides for the management regimes of some of the properties. Of the 18 properties, 7 vest in fee simple, 2 vest in fee simple to be administered as Maori reservations, 2 vest in fee simple subject to a conservation covenant, 3 vest in fee simple to be administered as scenic, recreation, or local purpose reserves, and 4 (the Harbour Islands reserves) vest in fee simple to be administered as scientific or historic reserves.

Clauses 2.33 to 2.41 relate to the 2 sites that vest subject to a conservation covenant, each of which is a lakebed and esplanade land. They provide for rights and obligations in relation to the sites.

Clauses 2.49 to 2.54 relate to the 4 Harbour Islands reserves. They provide for a Harbour Islands Kaitiaki Board to be the administering body of the reserves. However, the Minister of Conservation and the Director-General of Conservation retain functions, obligations, and powers in relation to the reserves. The application of the Reserves Act 1977 to the reserves is modified.

Subpart 5—General provisions relating to vesting of cultural redress properties

Subpart 5 (clauses 2.55 to 2.63A) contains technical provisions to facilitate the vesting of the cultural redress properties.

Subpart 6—Place names

Subpart 6 (clauses 2.64 to 2.68) provides for the alteration of existing place names and sets out the requirements for publishing a new place names notice and altering any new place name.

Part 3 Commercial redress

Part 3 provides for commercial redress.

Subpart 1—Transfer of deferred selection properties

Subpart 1 (clauses 3.1 to 3.3) contains provisions relating to the transfer of deferred selection properties and provides for, among other matters, the creation of a computer freehold register in relation to the properties.

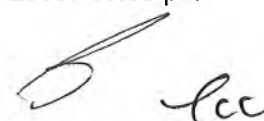
Subpart 2—Trustees' right of first refusal in relation to RFR land

Subpart 2 (clauses 3.4 to 3.33) provides the trustees with a right of first refusal in relation to RFR land. The owner of RFR land must not dispose of the land to a person other than the 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 100 years from the settlement date.

Schedules

There are 4 schedules that—

- describe the 13 statutory areas to which the statutory acknowledgement relates (*Schedule 1*);
- describe the 18 cultural redress properties (*Schedule 2*);
- set out provisions under which the Harbour Islands Kaitiaki Board must be appointed, and to which the Board is subject (*Schedule 3*);
- set out provisions that apply to notices given in relation to RFR land (*Schedule 4*).



Hon Dr Michael Cullen

**Port Nicholson Block (Taranaki
Whānui ki Te Upoko o Te Ika)
Claims Settlement Bill**

Government Bill

Contents

		Page
1	Title	7
2	Commencement	7

Part 1

**Purpose of Act, interpretation, settlement of historical
claims, and miscellaneous matters**

Subpart 1—Purpose of Act

1.1	Purpose	7
1.2	Act binds the Crown	7
1.3	Outline	7

Subpart 2—Interpretation

1.4	Interpretation of Act generally	9
1.5	Interpretation	9
1.6	Meaning of Taranaki Whānui ki Te Upoko o Te Ika	15
1.7	Meaning of historical claims	16

Subpart 3—Settlement of historical claims

*Historical claims settled and jurisdiction of courts, etc,
removed*

1.8	Settlement of historical claims final	18
-----	---------------------------------------	----



**Port Nicholson Block (Taranaki Whānui ki
Te Upoko o Te Ika) Claims Settlement Bill**

	<i>Consequential amendment to Treaty of Waitangi Act 1975</i>	
1.9	Amendment to Treaty of Waitangi Act 1975	19
1.10	[Deleted]	19
	<i>Protections no longer apply</i>	
1.11	Certain enactments do not apply	19
1.12	Removal of memorials	20
	Subpart 4—Miscellaneous matters	
	<i>Perpetuities</i>	
1.13	Rule against perpetuities does not apply	21
	<i>Timing of actions or matters</i>	
1.14	Timing of actions or matters	21
	<i>Access to deed of settlement</i>	
1.15	Access to deed of settlement	21
	Part 2	
	Cultural redress	
	Subpart 1—Protocols	
	<i>General provisions</i>	
2.1	Authority to issue, amend, or cancel protocols	22
2.2	Protocols subject to rights, functions, and obligations	22
2.3	Enforceability of protocols	23
2.4	Limitation of rights	23
	<i>Noting of DOC and fisheries protocols</i>	
2.5	Noting of DOC protocol	24
2.6	Noting of fisheries protocol	24
	Subpart 2—Statutory acknowledgement and deed of recognition	
	<i>Statutory acknowledgement</i>	
2.7	Statutory acknowledgement by the Crown	24
2.8	Purposes of statutory acknowledgement	24
2.9	Relevant consent authorities to have regard to statutory acknowledgement	25
2.10	Environment Court to have regard to statutory acknowledgement	25
2.11	Historic Places Trust and Environment Court to have regard to statutory acknowledgement	26

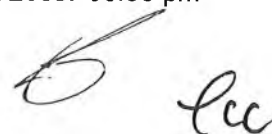
**Port Nicholson Block (Taranaki Whānui ki
Te Upoko o Te Ika) Claims Settlement Bill**

2.12	Recording statutory acknowledgement on statutory plans	26
2.13	Distribution of resource consent applications to trustees	26
2.14	Use of statutory acknowledgement	27
2.15	Application of statutory acknowledgement to river, stream, or harbour	28
	<i>Deed of recognition</i>	
2.16	Authorisation to enter into and amend deed of recognition	28
	<i>General provisions</i>	
2.17	Exercise of powers and performance of duties and functions	29
2.18	Rights not affected	29
2.19	Limitation of rights	29
	<i>Consequential amendment to Resource Management Act 1991</i>	
2.20	Amendment to Resource Management Act 1991	30
2.21	[Deleted]	30
	Subpart 3—The Crown not prevented from providing other similar redress	
2.22	The Crown not prevented from providing other similar redress	30
	Subpart 4—Vesting of cultural redress properties	
2.23	Interpretation	31
	<i>Sites vest in fee simple</i>	
2.24	1 Thorndon Quay	32
2.25	81–87 Thorndon Quay	32
2.26	Waiwhetu Road site	33
2.27	Former Wainuiomata College site	33
2.28	Former Wainuiomata Intermediate School site	33
2.29	Former Waiwhetu School site	33
2.30	Pipitea Marae site	33
	<i>Sites vest in fee simple to be administered as Maori reservations</i>	
2.31	Dendroglyph site	34
2.32	Urupā site	34



**Port Nicholson Block (Taranaki Whānui ki
Te Upoko o Te Ika) Claims Settlement Bill**

<i>Sites vest in fee simple subject to conservation covenant</i>		
2.33	Bed of Lake Kohangatera and Lake Kohangatera esplanade land	35
2.34	Bed of Lake Kohangapiripiri and Lake Kohangapiripiri esplanade land	36
2.35	Lake Kohangatera and Lake Kohangapiripiri Scientific Reserve	37
2.36	Lawful access or use, and recreational activities, in relation to lakes	37
2.37	Existing structures in or on lakebeds and esplanade land	38
2.38	Determination of matters relating to existing structures	38
2.39	Liability for existing structures	39
2.40	New structures require consent of trustees	39
2.41	Authorisations not affected	39
<i>Sites vest in fee simple to be administered as scenic, recreation, or local purpose reserves</i>		
2.42	Wi Tako Scenic Reserve	40
2.43	Point Dorset Recreation Reserve	40
2.44	Korokoro Gateway site	41
<i>Harbour Islands reserves vest in fee simple to be administered as scientific or historic reserves</i>		
2.45	Makaro Scientific Reserve	41
2.46	Mokopuna Scientific Reserve	42
2.47	Matiu Scientific Reserve	42
2.48	Matiu Historic Reserve	43
<i>Application of Reserves Act 1977 to Harbour Islands reserves</i>		
2.49	Harbour Islands Kaitiaki Board to be administering body	44
2.50	Functions, obligations, and powers of Minister	44
2.50A	Functions, obligations, and powers of Director-General	44
2.51	Modified application of certain provisions of Reserves Act 1977 in relation to Harbour Islands reserves	45
2.52	Certain provisions of Reserves Act 1977 do not apply in relation to Harbour Islands reserves	46
2.53	Advice on conservation and other matters	47
2.54	Appointment of Harbour Islands Kaitiaki Board and other provisions that apply	47



**Port Nicholson Block (Taranaki Whānui ki
Te Upoko o Te Ika) Claims Settlement Bill**

Subpart 5—General provisions relating to vesting of cultural redress properties		
2.55	Properties vest subject to, or together with, encumbrances	47
2.56	Registration of ownership	47
2.57	Application of Part 4A of Conservation Act 1987	49
2.58	Recording application of Part 4A of Conservation Act 1987 and sections of this Act	49
2.59	Application of other enactments	50
2.60	Application of certain payments	51
<i>Provisions relating to reserve sites</i>		
2.61	Subsequent transfer of reserve land	51
2.61A	Revocation of reservation of reserve site	52
2.62	Trustees must not mortgage reserves	53
2.63	Saving of bylaws, etc, in relation to reserve sites	53
2.63A	Consequential repeal of enactments	53
Subpart 6—Place names		
2.64	Interpretation	53
2.65	New place names	53
2.66	Publication of notice of new place names	54
2.67	Alteration of new place names	54
2.68	When new place name takes effect	54
Part 3 Commercial redress		
Subpart 1—Transfer of deferred selection properties		
3.1	The Crown may transfer properties	55
3.2	Registrar-General to create computer freehold register	55
3.3	Application of other enactments	56
Subpart 2—Trustees' right of first refusal in relation to RFR land		
<i>Interpretation</i>		
3.4	Interpretation	57
3.5	Meaning of RFR land	58
<i>Restrictions on disposal of RFR land</i>		
3.6	Restrictions on disposal of RFR land	59
<i>Trustees' right of first refusal</i>		
3.7	Requirements for offer	59
3.8	Expiry date of offer	59



**Port Nicholson Block (Taranaki Whānui ki
Te Upoko o Te Ika) Claims Settlement Bill**

3.9	Withdrawal of offer	60
3.10	Acceptance of offer	60
3.11	Formation of contract	60
<i>Disposals to others</i>		
3.12	Disposals to the Crown or Crown bodies	60
3.13	Disposals in accordance with enactment or rule of law	60
3.14	Disposals in accordance with legal or equitable obligation	60
3.15	Disposals by the Crown under certain legislation	61
3.16	Disposals of land held for public works	61
3.17	Disposals of existing public works	61
3.18	Disposals for reserve or conservation purposes	62
3.19	Disposals for charitable purposes	62
3.20	Disposals to tenants	62
3.21	Disposals by Housing New Zealand Corporation	62
3.22	Disposals by Capital and Coast District Health Board	62
3.23	RFR landowner's obligations under this subpart	63
<i>Notices</i>		
3.24	Notice to trustees of disposals of RFR land to others	63
3.25	Notice of land ceasing to be RFR land	64
3.26	Notice requirements	64
<i>Memorials for RFR land</i>		
3.27	Recording memorials on computer registers for RFR land	64
3.28	[Deleted]	65
3.29	Removal of memorials when land to be transferred or vested	65
3.29A	Removal of memorials when RFR period ends	66
<i>General provisions</i>		
3.30	Time limits must be strictly complied with	66
3.31	Waiver and variation	67
3.32	[Deleted]	67
3.33	Disposal of Crown bodies not affected	67
Schedule 1		68
Statutory areas		
Schedule 2		69
Cultural redress properties		
Schedule 3		75
Provisions applying to Harbour Islands Kaitiaki Board		



Schedule 4
Notices in relation to RFR land

77

The Parliament of New Zealand enacts as follows:

- 1 Title**
This Act is the Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) Claims Settlement Act **2008**.
- 2 Commencement**
This Act comes into force on the day after the date on which it receives the Royal assent.

Part 1
Purpose of Act, interpretation, settlement
of historical claims, and miscellaneous
matters

Subpart 1—Purpose of Act

- 1.1 Purpose**
The purpose of this Act is to give effect to certain provisions of the deed of settlement, which is a deed that settles the historical claims of Taranaki Whānui ki Te Upoko o Te Ika.
- 1.2 Act binds the Crown**
This Act binds the Crown.
- 1.3 Outline**
- (1) This section is a guide to the overall scheme and effect of this Act, but does not affect the interpretation or application of the other provisions of this Act or the deed of settlement.
- (2) This Part—
- (a) sets out the purpose of this Act and specifies that it binds the Crown; and



- (b) defines terms used in this Act, including key terms such as Taranaki Whānui ki Te Upoko o Te Ika and historical claims; and
 - (c) provides that the settlement of the historical claims is final; and
 - (d) 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) consequential amendments 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, the timing of actions or matters provided for in this Act, and access to the deed of settlement.
- (3) **Part 2** provides for cultural redress, including—
- (a) protocols to be issued to the trustees by the Minister of Conservation, the Minister of Fisheries, and the Minister for Arts, Culture and Heritage; and
 - (b) an acknowledgement by the Crown of the statements made by Taranaki Whānui ki Te Upoko o Te Ika of their cultural, spiritual, historical, and traditional association with 13 statutory areas, and the effect of that acknowledgement; and
 - (c) a deed of recognition between the Crown and the trustees; and
 - (d) the vesting in the trustees of the fee simple estate in 18 cultural redress properties and subsequent management arrangements in relation to the 2 sites that are lakebed and esplanade land and the 7 reserve sites (including the 4 Harbour Islands reserves); and
 - (e) the alteration of place names.
- (4) **Part 3** provides for commercial redress, including—
- (a) the transfer of deferred selection properties to the trustees to give effect to the deed of settlement; and
 - (b) the creation of computer registers, and the effect of registration, in relation to the deferred selection properties; and

- (c) the application of other enactments in relation to the transfer of deferred selection properties; and
 - (d) a right of first refusal in relation to RFR land that may be exercised by the trustees.
- (5) There are 4 schedules that—
- (a) describe the 13 statutory areas to which the statutory acknowledgement relates;
 - (b) describe the 18 cultural redress properties;
 - (c) set out provisions relating to the Harbour Islands Kaitiaki Board;
 - (d) set out provisions that apply to notices given in relation to RFR land.

Subpart 2—Interpretation

1.4 Interpretation of Act generally

It is the intention of Parliament that the provisions of this Act are interpreted in a manner that best furthers the agreements expressed in the deed of settlement.

1.5 Interpretation

In this Act, unless the context requires another meaning,—

actual deferred settlement date, in relation to a deferred selection property, means the date on which settlement of the property takes place under clause 4.66 of the provisions schedule of the deed of settlement

aquatic life has the meaning given to it in section 2(1) of the Conservation Act 1987

authorised person,—

- (a) in respect of a cultural redress property, has the meaning given to it in **section 2.56(7)**; and
- (b) in respect of a deferred selection property, has the meaning given to it in **section 3.2(5)**

business day means the period from 9 am to 5 pm on any 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 commencing with 25 December in any year and ending with the close of 15 January in the following year; and
- (c) the day observed as the anniversary of the province of Wellington

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

consent authority has the meaning given to it in section 2(1) of the Resource Management Act 1991

conservation document means a conservation management plan, conservation management strategy, freshwater fisheries management plan, or national park management plan

conservation management plan has the meaning given to it in section 2(1) of the Conservation Act 1987

conservation management strategy has the meaning given to it in section 2(1) of the Conservation Act 1987

control, for the purposes of **paragraph (d)** of the definition of Crown body, means,—

- (a) in relation to a company, control of the composition of its board of directors; and
- (b) in relation to another body, control of the composition of the group that would be its board of directors if the body were a company

Crown—

- (a) has the meaning given to it in section 2(1) of the Public Finance Act 1989; and
- (b) for the purposes of **subpart 1 of Part 3**, includes the New Zealand Railways Corporation

Crown body means—

- (a) a Crown entity (as defined in 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 any 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 of, or related company to, a company or body referred to in **paragraph (d)**

cultural redress property has the meaning given to it in **section 2.23(1)**

deed of recognition means a deed of recognition entered into by the Minister of Conservation and the trustees under **section 2.16(a)**, including any amendments made under **section 2.16(b)**

deed of settlement and deed—

- (a) mean the deed of settlement dated 19 August 2008 and signed by—
 - (i) the Minister in Charge of Treaty of Waitangi Negotiations, the Honourable Dr Michael Cullen, and the Minister of Māori Affairs, the Honourable Parekura Horomia, for the Crown; and
 - (ii) Professor Ralph Heberley Ngatata Love, Kevin Hikaia Amohia, Neville McClutchie Baker, Spencer Waemura Carr, June Te Raumange Jackson, Dr Catherine Maarie Amohia Love, Hinekehu Ngaki Dawn McConnell, Rebecca Elizabeth Mellish, Dr Ihakara Porutu Puketapu, Sir Paul Alfred Reeves, and Mark Te One for Taranaki Whānui ki Te Upoko o Te Ika and for the Port Nicholson Block Settlement Trust; and
- (b) include—
 - (i) the schedules of and any attachments to the deed; and
 - (ii) any amendments to the deed or its schedules and attachments

deferred selection property means a property described in subpart H of Part 4 of the provisions schedule of the deed of settlement

Director-General means the Director-General of Conservation

DOC protocol means a protocol issued by the Minister of Conservation under **section 2.1(1)(a)**, including any amendments made under **section 2.1(1)(b)**

DOC protocol area means the area shown on the map attached to the DOC protocol

effective date means the date that is 6 months after the settlement date

encumbrance means a lease, tenancy, licence, licence to occupy, easement, covenant, or other right affecting a property

fisheries protocol means a protocol issued by the Minister of Fisheries under **section 2.1(1)(a)**, including any amendments made under **section 2.1(1)(b)**

fisheries protocol area means the area shown on the map attached to the fisheries protocol, together with the adjacent waters

freshwater fisheries management plan has the meaning given to it in section 2(1) of the Conservation Act 1987

Historic Places Trust means the New Zealand Historic Places Trust (Pouhere Taonga) continued under section 38 of the Historic Places Act 1993

historical claims has the meaning given to it in **section 1.7**

land holding agency, in relation to a deferred selection property, means the land holding agency specified for that property in subpart H of Part 4 of the provisions schedule of the deed of settlement

LINZ means Land Information New Zealand

local authority has the meaning given to it in section 5(1) of the Local Government Act 2002

member of Taranaki Whānui ki Te Upoko o Te Ika means every individual referred to in **section 1.6(1)(a)**

Ministry for Culture and Heritage protocol means a protocol issued by the Minister for Arts, Culture and Heritage under **section 2.1(1)(a)**, including any amendments made under **section 2.1(1)(b)**

national park management plan has the same meaning as management plan in section 2 of the National Parks Act 1980

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Port Nicholson Block Settlement Trust means the trust established by the Port Nicholson Block Settlement Trust deed

Port Nicholson Block Settlement Trust deed—

- (a) means the deed of trust establishing the Port Nicholson Block Settlement Trust, dated 11 August 2008; and
- (b) includes—
 - (i) the schedules of the deed of trust; and
 - (ii) any amendments to the deed of trust or its schedules

protocol means a protocol issued under **section 2.1(1)(a)**, including any amendments made under **section 2.1(1)(b)**

regional council has the meaning given to it in 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 to it in section 2(3) of the Companies Act 1993

relevant consent authority means a consent authority of a region or district that contains, or is adjacent to, a statutory area

representative entity means—

- (a) the trustees; and
- (b) any person (including any trustees) acting for, or on behalf of,—
 - (i) the collective group referred to in **section 1.6(1)(a)**; or
 - (ii) 1 or more of the whānau, hapū, or groups that together form the collective group referred to in **section 1.6(1)(a)**; or
 - (iii) 1 or more members of Taranaki Whānui ki Te Upoko o Te Ika

resource consent has the meaning given to it in section 2(1) of the Resource Management Act 1991

responsible department means, as the case may be, 1 of the following departments of State:

- (a) the Department of Conservation;
- (b) the Ministry of Fisheries;
- (c) the Ministry for Culture and Heritage;

- (d) any other department of State authorised by the Prime Minister to exercise powers or perform functions and duties under **subpart 1 of Part 2**

responsible Minister means, as the case may be, 1 of the following Ministers:

- (a) the Minister of Conservation;
(b) the Minister of Fisheries;
(c) the Minister for Arts, Culture and Heritage;
(d) any other Minister of the Crown authorised by the Prime Minister to exercise powers or perform functions and duties under **subpart 1 of Part 2**

RFR land has the meaning given to it in **section 3.5**

settlement date means the date that is 20 business days after the date on which this Act comes into force

settlement document means a document entered into by the Crown to give effect to the deed of settlement, being—

- (a) each protocol; and
(b) the deed of recognition

settlement property means—

- (a) each cultural redress property; and
(b) each deferred selection property; and
(c) all RFR land

statements of association has the meaning given to it in **section 2.7(2)**

statutory acknowledgement means the acknowledgement made by the Crown in **section 2.7** in respect of each statutory area, on the terms set out in **subpart 2 of Part 2**

statutory area means an area described in **Schedule 1**, the general location of which is indicated on the SO plan referred to in relation to that area in **Schedule 1** (but which does not establish the precise boundaries of the statutory area)

statutory plan—

- (a) means a district plan, proposed plan, regional coastal plan, regional plan, or regional policy statement as defined in section 2(1) of the Resource Management Act 1991; and
(b) includes a proposed policy statement provided for in Schedule 1 of the Resource Management Act 1991

subsidiary has the meaning given to it in section 5 of the Companies Act 1993

taonga tūturu—

- (a) has the meaning given to it in section 2(1) of the Protected Objects Act 1975; and
- (b) includes ngā taonga tūturu (which has the meaning given to it in section 2(1) of that Act)

Taranaki area means the area within the claimants' boundaries shown in figure 4 of the Taranaki Report—Kaupapa Tuatahi of the Waitangi Tribunal (submitted to the Minister in Charge of Treaty of Waitangi Negotiations and the Minister of Maori Affairs on 14 June 1996)

trustees of the Port Nicholson Block Settlement Trust and **trustees** means the trustees from time to time of the Port Nicholson Block Settlement Trust.

1.6 Meaning of Taranaki Whānui ki Te Upoko o Te Ika

(1AA) This section is subject to clause 8.2.3 of the deed of settlement.

- (1) In this Act, **Taranaki Whānui ki Te Upoko o Te Ika** means—
 - (a) the collective group composed of individuals who—
 - (i) descend from 1 or more of the recognised ancestors of the following iwi:
 - (A) Te Atiawa:
 - (B) Ngāti Tama:
 - (C) Taranaki:
 - (D) Ngāti Ruanui:
 - (E) other iwi from the Taranaki area (for example, Ngāti Mutunga); and
 - (ii) also descend from 1 or more of—
 - (A) the original signatories of the 27 September 1839 Port Nicholson Block purchase deed; and
 - (B) the persons listed in the Schedule to the Declaration of the Native Land Court in Wellington dated 11 April 1888; and
 - (C) other persons not referred to in **subsub-paragraph (A) or (B)**, but who exercised customary rights in the Port Nicholson

Block, Wellington District, on or after 6 February 1840 by virtue of being descended from 1 or more of the recognised ancestors of the iwi referred to in **paragraph (a)(i)**; and

- (b) any whānau, hapū, or group (including a group composed of the beneficiaries of the Wellington Tenths Trust and a group composed of the beneficiaries of the Palmerston North Māori Reserves Trust) to the extent that it is composed of individuals referred to in **paragraph (a)**; and
 - (c) every individual referred to in **paragraph (a)**.
- (2) In **subsection (1)(a)**, a person is descended from another person if the first person is descended from the other by—
- (a) birth; or
 - (b) legal adoption; or
 - (c) Māori customary adoption in accordance with Taranaki Whānui ki Te Upoko o Te Ika tikanga (customary values and practices).
- (3) In **subsection (1)(a)**,—
- 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
- Taranaki area** has the same meaning as in **section 1.5**.

1.7 Meaning of historical claims

- (1) In this Act, **historical claims**—
- (a) 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 Taranaki Whānui ki Te Upoko o Te Ika (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—
 - (i) is, or is founded on, a right arising—
 - (A) from the Treaty of Waitangi or its principles; or
 - (B) under legislation; or



- (C) at common law (including aboriginal title or customary law); or
 - (D) from fiduciary duty; or
 - (E) otherwise; and
 - (ii) arises from, or relates to, acts or omissions before 21 September 1992—
 - (A) by, or on behalf of, the Crown; or
 - (B) by or under legislation; and
 - (b) includes every claim to the Waitangi Tribunal to which **paragraph (a)** applies that relates exclusively to Taranaki Whānui ki Te Upoko o Te Ika (or a representative entity), including—
 - (i) Wai 105—Hutt Section 19 claim; and
 - (ii) Wai 145—Port Nicholson Block claim; and
 - (iii) Wai 183—Korokoro Urupā claim; and
 - (iv) Wai 377—Kaiwharawhara and Hutt claim; and
 - (v) Wai 442—Waiwhetu Pā land claim; and
 - (vi) Wai 562—Pipitea Pā and street properties claim; and
 - (vii) Wai 571—Section 1, Pipitea Street (resumption) claim; and
 - (viii) Wai 660—Hutt Section 19 (part of) claim; and
 - (ix) Wai 734—Whanganui a Tara (Ngāti Mutunga) claim; and
 - (x) Wai 735—Whanganui a Tara (Ngāti Tama) claim; and
 - (c) includes every other claim to the Waitangi Tribunal to which **paragraph (a)** applies so far as it relates to Taranaki Whānui ki Te Upoko o Te Ika (or a representative entity).
- (2) However, **historical claims** does not include the following claims:
- (a) a claim that a member of Taranaki Whānui ki Te Upoko o Te Ika, or a whānau, hapū, or group referred to in **section 1.6(1)(b)**, 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 **section 1.6(1)(a)**;
 - (b) a claim that a member of Taranaki Whānui ki Te Upoko o Te Ika, or a whānau, hapū, or group referred to in



- section 1.6(1)(b)**, may have in relation to an excluded area:
- (c) a claim that a representative entity may have to the extent the claim is, or is founded on, a claim referred to in **paragraph (a) or (b)**.
- (3) In **subsection (2)(b)**, **excluded area** means each of the following areas to the extent it is land within New Zealand:
- (a) the South Island;
- (b) the Chatham Islands;
- (c) the Taranaki area;
- (d) the Kapiti Coast.
- (4) In **subsection (3)**,—
- Kapiti Coast** means the district of the Kapiti Coast District Council as at the date of the deed of settlement
- land within New Zealand** means land within the baseline described in sections 5, 6, and 6A of the Territorial Sea, Contiguous Zone, and Exclusive Economic Zone Act 1977 (being the low-water mark along the coast of New Zealand, including the coast of all islands, except as otherwise provided in section 6 or 6A of that Act)
- Taranaki area** has the same meaning as in **section 1.5**.
- (5) To avoid doubt, **subsection (1)(a)** is not limited by **subsection (1)(b) or (c)**.

Subpart 3—Settlement of historical claims

Historical claims settled and jurisdiction of courts, etc, removed

- 1.8 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, without limitation, the jurisdiction to

inquire or further inquire into, or to make a finding or recommendation) in respect of—

- (a) the historical claims; or
 - (b) the deed of settlement; or
 - (c) this Act; or
 - (d) the redress provided under the deed of settlement or this Act.
- (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 or this Act.

*Consequential amendment to Treaty of Waitangi
Act 1975*

1.9 Amendment to Treaty of Waitangi Act 1975

- (1) This section amends the Treaty of Waitangi Act 1975.
- (2) Schedule 3 is amended by inserting the following item in the appropriate alphabetical order: “Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) Claims Settlement Act **2008, section 1.8(4) and (5).**”

1.10 [Deleted]
[Deleted].

Protections no longer apply

1.11 Certain enactments do not apply

- (1) Nothing in the enactments listed in **subsection (2)** applies—
 - (a) to a settlement property; or
 - (b) for the benefit of Taranaki Whānui ki Te Upoko o Te Ika 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.

- (3) However, this section applies to a deferred selection property only if—
- (a) the trustees elect to purchase the property under paragraph 4.7 of the provisions schedule of the deed of settlement; and
 - (b) the purchase is settled under clause 4.66 of that schedule.

1.12 Removal of memorials

- (1) The chief executive of LINZ must issue to the Registrar-General a certificate that identifies (by reference to the relevant legal description, certificate of title, or computer register) each allotment that is—
- (a) all or part of a settlement property; and
 - (b) contained in a certificate of title or computer register that has a memorial entered under any enactment referred to in **section 1.11(2)**.
- (2) The chief executive of LINZ must issue a certificate under **subsection (1)** as soon as is reasonably practicable after—
- (a) the settlement date, in the case of a settlement property that is not a deferred selection property; or
 - (b) the actual deferred settlement date, in the case of a deferred selection property.
- (3) Each certificate must state that it is issued under this section.
- (4) The Registrar-General must, as soon as is reasonably practicable after receiving a certificate issued under **subsection (1)**,—
- (a) register the certificate against each certificate of title or computer register identified in the certificate; and
 - (b) cancel, in respect of each allotment identified in the certificate, each memorial that is entered (in accordance with any enactment referred to in **section 1.11(2)**) on a certificate of title or computer register identified in the certificate.

Subpart 4—Miscellaneous matters

Perpetuities

1.13 Rule against perpetuities does not apply

- (1) Neither the rule against perpetuities nor any provisions of the Perpetuities Act 1964—
 - (a) prescribe or restrict the period during which—
 - (i) the Port Nicholson Block Settlement Trust may exist in law; or
 - (ii) the trustees, in their capacity as trustees, may hold or deal with property (including income derived from property); or
 - (b) apply to a settlement document if the application of that rule or the provisions of that Act would otherwise make the document, or a right conferred by the document, invalid or ineffective.
- (2) However, if the Port Nicholson Block Settlement Trust is, or becomes, a charitable trust, the application (if any) of the rule against perpetuities or any provision of the Perpetuities Act 1964 to that trust must be determined under the general law.

Timing of actions or matters

1.14 Timing of actions or matters

- (1) Actions or matters occurring under this Act occur or take effect on and from the settlement date.
- (2) However, if a provision of this Act requires an action or matter to occur or take effect on a date other than the settlement date, that action or matter occurs or takes effect on and from that other date.

Access to deed of settlement

1.15 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 on any business day; and

- (b) free of charge on an Internet site maintained by or on behalf of the Ministry of Justice.

Part 2

Cultural redress

Subpart 1—Protocols

General provisions

2.1 Authority to issue, amend, or cancel protocols

- (1) Each responsible Minister may—
 - (a) issue a protocol to the trustees in the form set out in Part 1 of the documents schedule of the deed of settlement; and
 - (b) amend or cancel that protocol.
- (2) A protocol may be amended or cancelled under **subsection (1)** at the initiative of either—
 - (a) the trustees; or
 - (b) the responsible Minister.
- (3) The responsible Minister may amend or cancel a protocol only after consulting with, and having particular regard to the views of, the trustees.

2.2 Protocols subject to rights, functions, and obligations

Protocols do not restrict—

- (a) the ability of the Crown to exercise its powers and perform its functions and duties in accordance with the law and government policy, which includes (without limitation) the ability to—
 - (i) introduce legislation and change government policy; and
 - (ii) interact or consult with a person the Crown considers appropriate, including (without limitation) any iwi, hapū, marae, whānau, or other representative of tangata whenua; or
- (b) the responsibilities of a responsible Minister or a responsible department; or
- (c) the legal rights of Taranaki Whānui ki Te Upoko o Te Ika or a representative entity.

2.3 Enforceability of protocols

- (1) The Crown must comply with a protocol while it is in force.
- (2) If the Crown fails, without good cause, to comply with a protocol, the trustees may, subject to the Crown Proceedings Act 1950, enforce the protocol.
- (3) Despite **subsection (2)**, damages or any form of monetary compensation are not available as a remedy for a failure by the Crown to comply with a protocol.
- (4) To avoid doubt,—
 - (a) **subsections (1) and (2)** do not apply to guidelines developed for the implementation of a protocol; and
 - (b) **subsection (3)** does not affect the ability of a court to award costs incurred by the trustees in enforcing the protocol under **subsection (2)**.

2.4 Limitation of rights

- (1) The DOC protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, land held, managed, or administered, or flora or fauna managed or administered, under—
 - (a) the Conservation Act 1987; or
 - (b) the enactments listed in Schedule 1 of that Act.
- (2) The fisheries protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, assets or other property rights (including in respect of fish, aquatic life, and seaweed) held, managed, or administered under any of the following enactments:
 - (a) the Fisheries Act 1996;
 - (b) the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992;
 - (c) the Maori Commercial Aquaculture Claims Settlement Act 2004;
 - (d) the Maori Fisheries Act 2004.
- (3) The Ministry for Culture and Heritage protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, taonga tūturu.

*Noting of DOC and fisheries protocols***2.5 Noting of DOC protocol**

- (1) A summary of the terms of the DOC protocol must be noted in the conservation documents affecting the DOC protocol area.
- (2) The noting of the DOC protocol is—
 - (a) for the purpose of public notice only; and
 - (b) not an amendment to the conservation documents for the purposes of section 17I of the Conservation Act 1987 or section 46 of the National Parks Act 1980.

2.6 Noting of fisheries protocol

- (1) A summary of the terms of the fisheries protocol must be noted in fisheries plans affecting the fisheries protocol area.
- (2) The noting of the fisheries protocol is—
 - (a) for the purpose of public notice only; and
 - (b) not an amendment to the fisheries plans for the purposes of section 11A of the Fisheries Act 1996.
- (3) In this section, **fisheries plan** means a plan approved or amended under section 11A of the Fisheries Act 1996.

Subpart 2—Statutory acknowledgement and deed of recognition*Statutory acknowledgement***2.7 Statutory acknowledgement by the Crown**

- (1) The Crown acknowledges the statements of association.
- (2) In this Act, **statements of association** means the statements—
 - (a) made by Taranaki Whānui ki Te Upoko o Te Ika of their particular cultural, spiritual, historical, and traditional association with each statutory area; and
 - (b) that are in the form set out in Part 2 of the documents schedule of the deed of settlement at the settlement date.

2.8 Purposes of statutory acknowledgement

- (1) The only purposes of the statutory acknowledgement are to—
 - (a) require relevant consent authorities, the Environment Court, and the Historic Places Trust to have regard to

- the statutory acknowledgement, as provided for in **sections 2.9 to 2.11**; and
- (b) require relevant consent authorities to forward summaries of resource consent applications to the trustees, as provided for in **section 2.13**; and
 - (c) enable the trustees and any member of Taranaki Whānui ki Te Upoko o Te Ika to cite the statutory acknowledgement as evidence of the association of Taranaki Whānui ki Te Upoko o Te Ika with the relevant statutory areas, as provided for in **section 2.14**.
- (2) This section does not limit **sections 2.17 to 2.19**.

2.9 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 forming an opinion, in accordance with sections 93 to 94C of the Resource Management Act 1991, as to whether the trustees are persons who may be adversely affected by the granting of a resource consent for activities within, adjacent to, or directly affecting, the statutory area.
- (2) **Subsection (1)** does not limit the obligations of a relevant consent authority under the Resource Management Act 1991.

2.10 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 determining under section 274 of the Resource Management Act 1991 whether the trustees are persons having an interest in proceedings greater than the public generally 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.

2.11 Historic Places Trust and Environment Court to have regard to statutory acknowledgement

- (1) On and from the effective date, the Historic Places Trust and the Environment Court must have regard to the statutory acknowledgement relating to a statutory area in forming an opinion under section 14(6)(a) or 20(1) of the Historic Places Act 1993, as the case may be, as to whether the trustees are (or, for the purpose of section 14(6)(a) of that Act, may be) persons directly affected in relation to an archaeological site within the statutory area.
- (2) In this section, **archaeological site** has the meaning given to it in section 2 of the Historic Places Act 1993.

2.12 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 the relevant provisions of **sections 2.7 to 2.15** in full, the descriptions of the statutory areas, and the statements of association.
- (3) The attachment of information to a statutory plan under this section is for the purpose of public information only, and the information is not—
 - (a) part of the statutory plan, unless adopted by the relevant consent authority; or
 - (b) subject to the provisions of Schedule 1 of the Resource Management Act 1991, unless adopted as part of the statutory plan.

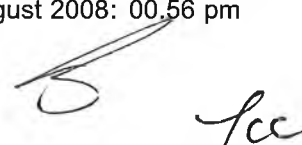
2.13 Distribution of resource consent applications to trustees

- (1) Each relevant consent authority must, for a period of 20 years from the effective date, forward to the trustees a summary of resource consent applications received by that consent authority for activities within, adjacent to, or directly affecting a statutory area.
- (2) The information provided under **subsection (1)** must be—

- (a) the same as would be given under section 93 of the Resource Management Act 1991 to persons likely to be adversely affected, or as may be agreed between the trustees and the relevant consent authority; and
 - (b) provided as soon as is reasonably practicable after each application is received, and before a determination is made on the application in accordance with sections 93 to 94C of the Resource Management Act 1991.
- (3) The trustees may, by notice in writing to a relevant consent authority,—
- (a) waive their rights to be notified under this section; and
 - (b) state the scope of that waiver and the period it applies for.
- (4) For the purposes of this section, a regional council dealing with an application to carry out a restricted coastal activity in a statutory area must be treated as if it were the relevant consent authority in relation to that application.
- (5) This section does not affect the obligation of a relevant consent authority to—
- (a) notify an application in accordance with sections 93 to 94C of the Resource Management Act 1991;
 - (b) form an opinion as to whether the trustees are persons who may be adversely affected under those sections.

2.14 Use of statutory acknowledgement

- (1) The trustees and any member of Taranaki Whānui ki Te Upoko o Te Ika may, as evidence of the association of Taranaki Whānui ki Te Upoko o Te Ika 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 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 is not, by virtue of the statutory acknowledgement, binding as fact on—
- (a) relevant consent authorities;
 - (b) the Environment Court;
 - (c) the Historic Places Trust;
 - (d) parties to proceedings before those bodies:

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- (e) any other person who is entitled to participate in those proceedings.
- (3) Despite **subsection (2)**, the statutory acknowledgement may be taken into account by the bodies and persons specified in that subsection.
- (4) To avoid doubt,—
 - (a) neither the trustees nor members of Taranaki Whānui ki Te Upoko o Te Ika are precluded from stating that Taranaki Whānui ki Te Upoko o Te Ika 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.

2.15 Application of statutory acknowledgement to river, stream, or harbour

In relation to a statutory acknowledgement,—

harbour includes the bed of the harbour and everything above the bed.

river or stream—

- (a) means—
 - (i) a continuously or intermittently flowing body of fresh water, including a modified watercourse; and
 - (ii) the bed of the river or stream; but
- (b) does not include—
 - (i) a part of the bed of the river or stream that is not owned by the Crown; or
 - (ii) land that the waters of the river or stream do not cover at its fullest flow without overlapping its banks; or
 - (iii) an artificial watercourse; or
 - (iv) a tributary flowing into the river or stream.

Deed of recognition

2.16 Authorisation to enter into and amend deed of recognition

The Minister of Conservation may—



- (a) enter into a deed of recognition with the trustees, in the form set out in Part 3 of the documents schedule of the deed of settlement, in respect of the land within the following statutory areas:
 - (i) Rimutaka Forest Park:
 - (ii) Wainuiomata Scenic Reserve:
 - (iii) Turakirae Head Scientific Reserve; and
- (b) amend the deed of recognition by entering into a deed of amendment with the trustees.

General provisions

2.17 Exercise of powers and performance of duties and functions

- (1) Except as expressly provided in this subpart,—
 - (a) the statutory acknowledgement and the deed of recognition do not affect, and may not be taken into account by, a person exercising a power or performing a function or duty under legislation or a bylaw; and
 - (b) no person, in considering a matter or making a decision or recommendation under legislation or a bylaw, may give greater or lesser weight to the association of Taranaki Whānui ki Te Upoko o Te Ika with a statutory area (as described in a statement of association) than that person would give under the relevant legislation or bylaw if no statutory acknowledgement or deed of recognition existed in respect of the statutory area.
- (2) **Subsection (1)(b)** does not affect the operation of **subsection (1)(a)**.

2.18 Rights not affected

Except as expressly provided in this subpart, the statutory acknowledgement and the deed of recognition do not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

2.19 Limitation of rights

Except as expressly provided in this subpart, the statutory acknowledgement and the deed 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.

*Consequential amendment to Resource
Management Act 1991*

2.20 Amendment to Resource Management Act 1991

- (1) This section amends the Resource Management Act 1991.
- (2) Schedule 11 is amended by inserting the following item in the appropriate alphabetical order: “Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) Claims Settlement Act **2008**.”

2.21 [Deleted]
[Deleted].

Subpart 3—The Crown not prevented from
providing other similar redress

**2.22 The Crown not prevented from providing other similar
redress**

- (1) The provision of the specified cultural redress does not prevent the Crown from doing anything that is consistent with that cultural redress, including—
 - (a) providing, or agreeing to introduce legislation providing or enabling, the same or similar redress to a person other than Taranaki Whānui ki Te Upoko o Te Ika or the trustees; or
 - (b) disposing of land.
- (2) However, **subsection (1)** is not an acknowledgement by the Crown or Taranaki Whānui ki Te Upoko o Te Ika that any other iwi or group has interests in relation to land or an area to which any of the specified cultural redress relates.
- (3) In this section, **specified cultural redress** means the protocols, the statutory acknowledgement, and the deed of recognition.

Subpart 4—Vesting of cultural redress
properties

2.23 Interpretation

- (1) In this Act, **cultural redress property** means any of the following sites, and each site means the land described by that name in **Schedule 2**:
- (a) 1 Thorndon Quay:
 - (b) 81–87 Thorndon Quay:
 - (c) the Waiwhetu Road site:
 - (d) the former Wainuiomata College site:
 - (e) the former Wainuiomata Intermediate School site:
 - (f) the former Waiwhetu School site:
 - (g) the Pipitea Marae site:
 - (h) the dendroglyph site:
 - (i) the urupā site:
 - (j) the bed of Lake Kohangatera and the Lake Kohangatera esplanade land (together comprising 1 site):
 - (k) the bed of Lake Kohangapiripiri and the Lake Kohangapiripiri esplanade land (together comprising 1 site):
 - (l) Wi Tako Scenic Reserve:
 - (m) Point Dorset Recreation Reserve:
 - (n) the Korokoro Gateway site:
 - (o) Makaro Scientific Reserve:
 - (p) Mokopuna Scientific Reserve:
 - (q) Matiu Scientific Reserve:
 - (r) Matiu Historic Reserve.
- (2) In this subpart, **subpart 5**, and **Schedules 2 and 3**—
- bed of Lake Kohangapiripiri** means the land described by that name in the second column of **Schedule 2**
- bed of Lake Kohangatera** means the land described by that name in the second column of **Schedule 2**
- Crown stratum** means the part of Lake Kohangatera and the part of Lake Kohangapiripiri comprising the space occupied by water and the space occupied by air above the water
- Harbour Islands Kaitiaki Board** means the Board referred to in **section 2.54**

Harbour Islands reserves means Makaro Scientific Reserve, Mokopuna Scientific Reserve, Matiu Scientific Reserve, and Matiu Historic Reserve

Lake Kohangapiripiri means the bed of Lake Kohangapiripiri and the Crown stratum above the bed

Lake Kohangapiripiri esplanade land means the land described by that name in the second column of **Schedule 2**

Lake Kohangatera means the bed of Lake Kohangatera and the Crown stratum above the bed

Lake Kohangatera esplanade land means the land described by that name in the second column of **Schedule 2**

lakebeds and esplanade land means—

- (a) the bed of Lake Kohangatera and the Lake Kohangatera esplanade land; and
- (b) the bed of Lake Kohangapiripiri and the Lake Kohangapiripiri esplanade land

Minister means the Minister of Conservation

reserve site means each of the following cultural redress properties:

- (a) Wi Tako Scenic Reserve:
- (b) Point Dorset Recreation Reserve:
- (c) the Korokoro Gateway site:
- (d) Makaro Scientific Reserve:
- (e) Mokopuna Scientific Reserve:
- (f) Matiu Scientific Reserve:
- (g) Matiu Historic Reserve.

Sites vest in fee simple

2.24 1 Thorndon Quay

The fee simple estate in 1 Thorndon Quay vests in the trustees.

2.25 81–87 Thorndon Quay

The fee simple estate in 81–87 Thorndon Quay vests in the trustees.

2.26 Waiwhetu Road site

The fee simple estate in the Waiwhetu Road site vests in the trustees.

2.27 Former Wainuiomata College site

The fee simple estate in the former Wainuiomata College site vests in the trustees.

2.28 Former Wainuiomata Intermediate School site

The fee simple estate in the former Wainuiomata Intermediate School site vests in the trustees.

2.29 Former Waiwhetu School site

The fee simple estate in the former Waiwhetu School site vests in the trustees.

2.30 Pipitea Marae site

- (1) The part of the Pipitea Marae site that was formerly Section 1 SO 406978 ceases to be held under the Public Works Act 1981 for the purposes of buildings of general government and public buildings of the general government.
- (2) Any part of the Pipitea Marae site that is subject to section 15 of the Maori Purposes Act 1969 or section 9 of the Maori Purposes Act 1974 ceases to be—
 - (a) subject to those sections; and
 - (b) held for the purposes specified in those sections.
- (3) The fee simple estate in the part of the Pipitea Marae site referred to in **subsection (2)** vests in the Crown as Crown land subject to the Land Act 1948.
- (4) The fee simple estate in the Pipitea Marae site vests in the trustees.
- (5) Despite **subsection (4)**, any improvements to the Pipitea Marae site do not vest in the trustees.
- (6) The Pipitea Marae site is not rateable under the Local Government (Rating) Act 2002, except under section 9 of that Act, while the land is used for the purposes of a marae.



*Sites vest in fee simple to be administered as
Maori reservations*

2.31 Dendroglyph site

- (1) The reservation of the dendroglyph site as a recreation reserve subject to section 17 of the Reserves Act 1977 is revoked.
- (2) The fee simple estate in the dendroglyph site vests in the Crown as Crown land subject to the Land Act 1948.
- (3) The fee simple estate in the dendroglyph site vests in the trustees.
- (4) The dendroglyph site is 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 place of cultural and historical interest; and
 - (b) to be held for the benefit of Taranaki Whānui ki Te Upoko o Te Ika.
- (5) The dendroglyph site is not rateable under the Local Government (Rating) Act 2002, except under section 9 of that Act.
- (6) Wellington Regional Council must provide the trustees with a registrable right of way easement in favour of the dendroglyph site in the form set out in Part 4 of the documents schedule of the deed of settlement.
- (7) An easement granted in accordance with **subsection (6)** is—
 - (a) enforceable in accordance with its terms, despite the provisions of the Reserves Act 1977; and
 - (b) to be treated as having been granted in accordance with that Act.

2.32 Urupā site

- (1) The fee simple estate in the urupā site vests in the trustees.
- (2) The urupā site is 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 Taranaki Whānui ki Te Upoko o Te Ika.
- (3) The urupā site is not rateable under the Local Government (Rating) Act 2002, except under section 9 of that Act.



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- (4) However, **subsections (1) to (3)** do not apply unless—
- (a) the trustees provide MEL (West Wind) Limited with a registrable right of way easement and a registrable memorandum of encumbrance in relation to the urupā site; and
 - (b) the trustees and the Crown provide MEL (West Wind) Limited and Meridian Energy Limited with a signed deed of covenants; and
 - (c) not later than 3 years after the settlement date, any requirements under the Resource Management Act 1991 are met (including the obtaining of any resource consents) that are necessary to—
 - (i) use the site as an urupā; and
 - (ii) form the right of way to the specifications described in the easement referred to in **paragraph (a)**.
- (4A) Each document referred to in **subsection (4)(a) and (b)** must be provided in the form set out in Part 4 of the documents schedule of the deed of settlement.
- (5) An easement or encumbrance granted in accordance with **subsections (4) and (4A)** is—
- (a) enforceable in accordance with its terms, despite the provisions of Te Ture Whenua Maori Act 1993; and
 - (b) to be treated as having been granted in accordance with that Act.
- (6) The vesting under **subsection (1)** occurs on the date that is the later of—
- (a) settlement date; or
 - (b) the date by which all the matters referred to in **subsection (4)** are met.

*Sites vest in fee simple subject to conservation
covenant*

2.33 Bed of Lake Kohangatera and Lake Kohangatera esplanade land

- (1) The reservation of the Lake Kohangatera esplanade land as a local purpose (esplanade) reserve subject to section 23 of the Reserves Act 1977 is revoked.

- (2) The fee simple estate in the Lake Kohangatera esplanade land vests in the Crown as Crown land subject to the Land Act 1948.
- (3) The reservation of Lake Kohangatera as a government purpose reserve for wildlife management purposes subject to section 22 of the Reserves Act 1977 is revoked.
- (4) The fee simple estate in the bed of Lake Kohangatera and the Lake Kohangatera esplanade land vests in the trustees.
- (5) The bed of Lake Kohangatera and the Lake Kohangatera esplanade land is not rateable under the Local Government (Rating) Act 2002, except under section 9 of that Act.
- (6) **Subsections (1) to (5)** are subject to the trustees providing the Crown with a registrable covenant in relation to the lakebeds and esplanade land in the form set out in Part 4 of the documents schedule of the deed of settlement.
- (7) The covenant referred to in **subsection (6)** 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.

2.34 Bed of Lake Kohangapiripiri and Lake Kohangapiripiri esplanade land

- (1) The part of Lake Kohangapiripiri that is Section 1 SO 406979 ceases to be held under the Public Works Act 1981 for the purposes of a main sewer outfall.
- (2) The reservation of the Lake Kohangapiripiri esplanade land as a local purpose (esplanade) reserve subject to section 23 of the Reserves Act 1977 is revoked.
- (3) The fee simple estate in the part of Lake Kohangapiripiri that is Section 1 SO 406979 and in the Lake Kohangapiripiri esplanade land vests in the Crown as Crown land subject to the Land Act 1948.
- (4) Any reservation of Lake Kohangapiripiri as a government purpose reserve for wildlife management purposes subject to section 22 of the Reserves Act 1977 is revoked.
- (5) The fee simple estate in the bed of Lake Kohangapiripiri and the Lake Kohangapiripiri esplanade land vests in the trustees.
- (6) The bed of Lake Kohangapiripiri and the Lake Kohangapiripiri esplanade land is not rateable under the Local



Government (Rating) Act 2002, except under section 9 of that Act.

- (7) **Subsections (1) to (6)** are subject to the trustees providing the Crown with the registrable covenant referred to in **section 2.33(6)**.

2.35 Lake Kohangatera and Lake Kohangapiripiri Scientific Reserve

- (1) The Crown stratum above the bed of Lake Kohangatera and the bed of Lake Kohangapiripiri is declared a reserve and classified as a scientific reserve subject to section 21 of the Reserves Act 1977.
- (2) The reserve created by **subsection (1)** is named Lake Kohangatera and Lake Kohangapiripiri Scientific Reserve, despite section 16(10) of the Reserves Act 1977.

2.36 Lawful access or use, and recreational activities, in relation to lakes

- (1) Despite the vestings under **sections 2.33(4) and 2.34(5)**,—
- (a) any lawful right of access to, or use of, Lake Kohangatera or Lake Kohangapiripiri remains unaffected; and
 - (b) members of the public may carry out recreational activities in or on Lake Kohangatera or Lake Kohangapiripiri; and
 - (c) the trustees must not interfere with a member of the public carrying out a recreational activity in or on Lake Kohangatera or Lake Kohangapiripiri.
- (2) A **recreational activity** under **subsection (1)**—
- (a) for which any enactment requires a permit, licence, or other authorisation, must be carried out in accordance with the required authorisation:
 - (b) does not include an activity that—
 - (i) is unlawful under any enactment or bylaw; or
 - (ii) involves attaching a fixture to the bed of Lake Kohangatera or the bed of Lake Kohangapiripiri; or
 - (iii) involves a risk of a significant adverse effect to Lake Kohangatera or Lake Kohangapiripiri.

- (3) To avoid doubt, the vestings under **sections 2.33(4) and 2.34(5)** do not give any rights to, or impose any obligations on, the trustees in relation to—
- (a) the waters of Lake Kohangatera or Lake Kohangapiripiri; or
 - (b) the aquatic life of Lake Kohangatera or Lake Kohangapiripiri (other than the plants attached to the bed of Lake Kohangatera or the bed of Lake Kohangapiripiri).

2.37 Existing structures in or on lakebeds and esplanade land

- (1) Despite the vestings under **sections 2.33(4) and 2.34(5)**, an existing structure—
- (a) does not vest in the trustees; and
 - (b) may remain in or on the lakebeds and esplanade land without the consent of, and without charge by, the trustees; and
 - (c) may be used, occupied, accessed, repaired, maintained, removed, or demolished at any time without the consent of, and without charge by, the trustees.
- (1A) However, if the owner of an existing structure removes or demolishes it, the registered proprietors may require the owner to leave the lakebeds and esplanade land concerned in a clean and tidy condition.
- (2) In this section and **sections 2.38 and 2.39**, **existing structure** means a structure in or on any of the lakebeds and esplanade land to the extent that the structure existed on the settlement date.
- (3) A structure is an **existing structure** whether or not, at any time, it was or is unlawful or unauthorised.

2.38 Determination of matters relating to existing structures

Despite the vestings under **sections 2.33(4) and 2.34(5)**, a local authority must determine the following matters as if the lakebeds and esplanade land were owned by the Crown:

- (a) a person's application for a resource consent or building consent under the Resource Management Act 1991 or the Building Act 2004 to use, occupy, access, repair, maintain, remove, or demolish an existing structure; or



- (b) any attempt by a person to rectify the non-compliance of an existing structure with or under the Resource Management Act 1991 or the Building Act 2004.

2.39 Liability for existing structures

The trustees are not liable for an existing structure for which they would, apart from this section, be liable by reason of their ownership of any of the lakebeds and esplanade land.

2.40 New structures require consent of trustees

- (1) No person may erect or modify a structure in or on, or attach a structure to, any of the lakebeds and esplanade land, unless the trustees first give their written consent.
- (2) However, **subsection (1)** does not apply if—
 - (a) the activity relating to the structure is permitted or otherwise authorised under **section 2.37**; or
 - (b) **section 2.41** applies to the activity relating to the structure.
- (3) The trustees may impose conditions on the grant of their consent, including imposing a charge.

2.41 Authorisations not affected

- (1) To avoid doubt, the vestings under **sections 2.33(4) and 2.34(5)** do not limit or otherwise affect a right or authorisation provided by or under an enactment that does not require the consent of the owners of land—
 - (a) to undertake an activity in, on, or in relation to the lakebeds and esplanade land; or
 - (b) to exercise a power or perform a function or duty in, on, or in relation to the lakebeds and esplanade land.
- (2) The rights and authorisations referred to in **subsection (1)** include, but are not limited to, a right or authorisation to—
 - (a) place or install, permanently or temporarily, a structure of any kind in or on the lakebeds and esplanade land; or
 - (b) enter and remain on the lakebeds and esplanade land to carry out any activity, including to gain access to, or undertake an activity on, any structure placed or installed in or on the lakebeds and esplanade land.

*Sites vest in fee simple to be administered as
scenic, recreation, or local purpose reserves*

2.42 Wi Tako Scenic Reserve

- (1) The reservation of Wi Tako Scenic Reserve as a scenic reserve subject to section 19 of the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Wi Tako Scenic Reserve vests in the trustees.
- (3) Wi Tako Scenic Reserve is 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 created by **subsection (3)** is named Wi Tako Ngatata Scenic Reserve, despite section 16(10) of the Reserves Act 1977.
- (5) Upper Hutt City Council is the administering body of the reserve for the purposes of the Reserves Act 1977 and has the functions, obligations, and powers of an administering body under that Act, as if the reserve were vested in the Council under section 26 of that Act.

2.43 Point Dorset Recreation Reserve

- (1) The reservation of Point Dorset Recreation Reserve as a recreation reserve subject to section 17 of the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Point Dorset Recreation Reserve vests in the trustees.
- (3) Point Dorset Recreation Reserve is declared a reserve and classified as a recreation reserve subject to section 17 of the Reserves Act 1977.
- (4) The reserve created by **subsection (3)** is named Point Dorset Recreation Reserve, despite section 16(10) of the Reserves Act 1977.
- (5) Wellington City Council is the administering body of the reserve for the purposes of the Reserves Act 1977 and has the functions, obligations, and powers of an administering body under that Act, as if the reserve were vested in the Council under section 26 of that Act.



2.44 Korokoro Gateway site

- (1) The part of the Korokoro Gateway site that is a stewardship area under the Conservation Act 1987 ceases to be a stewardship area.
- (2) The fee simple estate in the Korokoro Gateway site vests in the trustees.
- (3) The Korokoro Gateway site is declared a reserve and classified as a local purpose reserve, for the purpose of cultural and community facilities, subject to section 23 of the Reserves Act 1977.
- (4) The reserve created by **subsection (3)** is named Honiana Te Puni Local Purpose Reserve, despite section 16(10) of the Reserves Act 1977.
- (5) Hutt City Council is the administering body of the reserve for the purposes of the Reserves Act 1977 and has the functions, obligations, and powers of an administering body under that Act, as if the reserve were vested in the Council under section 26 of that Act.
- (6) Any improvements on the Korokoro Gateway site do not vest in the trustees, despite the vesting under **subsection (2)**.

*Harbour Islands reserves vest in fee simple to
be administered as scientific or historic reserves*

2.45 Makaro Scientific Reserve

- (1) The reservation of Makaro Scientific Reserve as a scientific reserve subject to section 21 of the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Makaro Scientific Reserve vests in the trustees.
- (3) Makaro Scientific Reserve is declared a reserve and classified as a scientific reserve subject to section 21 of the Reserves Act 1977.
- (4) The reserve created by **subsection (3)** is named Makaro Scientific Reserve, despite section 16(10) of the Reserves Act 1977.

2.46 Mokopuna Scientific Reserve

- (1) Mokopuna Scientific Reserve ceases to be a wildlife refuge subject to the Wildlife Act 1953.
- (2) The reservation of Mokopuna Scientific Reserve as a scientific reserve subject to section 21 of the Reserves Act 1977 is revoked.
- (3) The fee simple estate in Mokopuna Scientific Reserve vests in the trustees.
- (4) Mokopuna Scientific Reserve is declared a reserve and classified as a scientific reserve subject to section 21 of the Reserves Act 1977.
- (5) The reserve created by **subsection (4)** is named Mokopuna Scientific Reserve, despite section 16(10) of the Reserves Act 1977.

2.47 Matiu Scientific Reserve

- (1) The part of Matiu Scientific Reserve that is Section 3 SO 20946 ceases to be—
 - (a) subject to section 74 of the Reserves and Other Lands Disposal and Public Bodies Empowering Act 1923; and
 - (b) held in trust, under that section, as a site for a lighthouse.
- (2) The fee simple estate in the part of Matiu Scientific Reserve that is Section 3 SO 20946 vests in the Crown as Crown land subject to the Land Act 1948.
- (3) Any reservation of Matiu Scientific Reserve as a scientific reserve subject to section 21 of the Reserves Act 1977 is revoked.
- (4) The fee simple estate in Matiu Scientific Reserve vests in the trustees.
- (5) Matiu Scientific Reserve is declared a reserve and classified as a scientific reserve subject to section 21 of the Reserves Act 1977.
- (6) The reserve created by **subsection (5)** is named Matiu Scientific Reserve, despite section 16(10) of the Reserves Act 1977.
- (7) **Subsections (1) to (6)** are subject to the trustees providing Wellington Regional Council with a registrable lease in relation to the part of Matiu Scientific Reserve that is Section 3 SO



20946 in the form set out in Part 4 of the documents schedule of the deed of settlement.

- (8) A lease granted in accordance with **subsection (7)** is—
- (a) enforceable in accordance with its terms, despite the provisions of the Reserves Act 1977; and
 - (b) to be treated as having been granted in accordance with that Act.
- (9) Despite the vesting under **subsection (4)**, any improvements in or on Matiu Scientific Reserve at the settlement date—
- (a) do not vest in the trustees; and
 - (b) may remain in or on the land without the consent of, and without charge by, the registered proprietors of the land; and
 - (c) may be used, occupied, accessed, repaired, maintained, removed, or demolished at any time without the consent of, and without charge by, the registered proprietors. However, if the owner of an improvement removes or demolishes it, the registered proprietors of the land may require the owner to leave the land concerned in a clean and tidy condition.
- (10) **Subsection (9)(b) and (c)** are subject to the terms of any lease granted in accordance with **subsection (7)**.

2.48 Matiu Historic Reserve

- (1) The reservation of Matiu Historic Reserve as a historic reserve subject to section 18 of the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Matiu Historic Reserve vests in the trustees.
- (3) Matiu Historic Reserve is declared a reserve and classified as a historic reserve subject to section 18 of the Reserves Act 1977.
- (4) The reserve created by **subsection (3)** is named Matiu Historic Reserve, despite section 16(10) of the Reserves Act 1977.
- (5) Despite the vesting under **subsection (2)**, any improvements in or on Matiu Historic Reserve at the settlement date—
 - (a) do not vest in the trustees; and
 - (b) may remain in or on the land without the consent of, and without charge by, the registered proprietors of the land; and



- (c) may be used, occupied, accessed, repaired, maintained, removed, or demolished at any time without the consent of, and without charge by, the registered proprietors. However, if the owner of an improvement removes or demolishes it, the registered proprietors of the land may require the owner to leave the land concerned in a clean and tidy condition.

*Application of Reserves Act 1977 to Harbour
Islands reserves*

2.49 Harbour Islands Kaitiaki Board to be administering body

The Harbour Islands Kaitiaki Board—

- (a) is the administering body of the Harbour Islands reserves for the purposes of the Reserves Act 1977; and
- (b) has the functions, obligations, and powers of an administering body under that Act, as if the reserves were vested in the Board under section 26 of that Act, except as provided in this subpart and **Schedule 3**.

2.50 Functions, obligations, and powers of Minister

- (1) The Minister of Conservation has, in respect of the Harbour Islands reserves, the functions, obligations, and powers that the Minister has under the Reserves Act 1977 in relation to a reserve not vested in the Crown, except as provided in **subsection (2)**, this subpart, and **Schedule 3**.
- (2) The Minister may not appoint a committee under section 9 of the Reserves Act 1977 in relation to the Harbour Islands reserves.

2.50A Functions, obligations, and powers of Director-General

- (1) The Director-General is responsible for managing the Harbour Islands reserves—
- (a) for the purposes specified in section 40(1) of the Reserves Act 1977; and
- (b) in accordance with that Act and any management plan prepared for the reserves by the Harbour Islands Kaitiaki Board.

- (2) The Director-General may, in performing the function under **subsection (1)**, do anything that he or she considers necessary for the management of the Harbour Islands reserves.

2.51 Modified application of certain provisions of Reserves Act 1977 in relation to Harbour Islands reserves

- (1) Section 41 of the Reserves Act 1977 applies in relation to the Harbour Islands reserves, except that—
- (a) instead of the requirements under section 41(1),—
 - (i) the Harbour Islands Kaitiaki Board must, within 24 months of becoming the administering body of the Harbour Islands reserves, prepare a management plan for the reserves; and
 - (ii) the Board must submit the management plan to the Minister and the chairperson of the Port Nicholson Block Settlement Trust for their approval; and
 - (b) the Minister and the chairperson of the Port Nicholson Block Settlement Trust may together extend the period specified in **paragraph (a)(i)**; and
 - (c) the Minister may not require the Board to review its management plan under section 41(4); and
 - (d) the following provisions do not apply:
 - (i) section 41(2) (Minister's power to extend the time within which the management plan must be submitted for approval);
 - (ii) section 41(6)(aa) (requirement to send copy of draft plan to designated officer);
 - (iii) section 41(7) (Minister's power to direct administering body to follow specified procedure if review of plan required under section 41(4));
 - (iv) section 41(15) (Minister's power to refuse to approve, or consent to, activity until plan approved).
- (2) Sections 42(1), 49, and 50 of the Reserves Act 1977 apply in relation to the Harbour Islands reserves as if references to the Minister were references to the Harbour Islands Kaitiaki Board.

- (3) Section 58 of the Reserves Act 1977 applies in relation to the Harbour Islands reserves, except that—
 - (a) section 58(a) and (d) do not apply; and
 - (b) the consent of the Minister is not required under section 58(b); and
 - (c) the parts of the reserves used as sites for residences on the commencement of this Act are to be treated as having been set apart as sites for residences under section 58(b).
- (4) Section 59A of the Reserves Act 1977 and Part 3B of the Conservation Act 1987 (as applied by that section) apply in relation to the Harbour Islands reserves as if—
 - (a) the reserves were vested in the Crown; and
 - (b) references to the Minister were references to the Harbour Islands Kaitiaki Board.
- (5) Despite section 78 of the Reserves Act 1977, the following money must be paid in accordance with the Public Finance Act 1989 into the Department's Departmental Bank Account and applied for the benefit of the Harbour Islands reserves:
 - (a) any rent, fee, royalty, or other amount received under a concession granted for a Harbour Islands reserve; and
 - (b) any other amount paid in accordance with the Reserves Act 1977 in respect of a Harbour Islands reserve.
- (6) Section 93 of the Reserves Act 1977 applies in relation to the Harbour Islands reserves, except that **officer** does not include any officer or employee of the Harbour Islands Kaitiaki Board.
- (7) Sections 94 to 105 and section 110 of the Reserves Act 1977 apply in relation to the Harbour Islands reserves as if references to the Commissioner or the administering body were references to the Director-General.

2.52 Certain provisions of Reserves Act 1977 do not apply in relation to Harbour Islands reserves

Sections 8(9) and (10), 15, 48, 48A, 58A, 59(2), 64, 74, 78, 79, 80, 81, 88, 89, 90, 113, 114, and 115 of the Reserves Act 1977 do not apply in relation to the Harbour Islands reserves.

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2.53 Advice on conservation and other matters

The New Zealand Conservation Authority, the Wellington Conservation Board, the Minister, and the Director-General must consult with, and have regard to the views of, the Harbour Islands Kaitiaki Board in relation to each of the following matters to the extent the matter affects the Harbour Islands reserves:

- (a) conservation management:
- (b) conservation policy:
- (c) conservation documents:
- (d) annual business planning:
- (e) appointment of rangers.

2.54 Appointment of Harbour Islands Kaitiaki Board and other provisions that apply

The Harbour Islands Kaitiaki Board must be appointed in accordance with, and is subject to, the provisions set out in **Schedule 3**.

Subpart 5—General provisions relating to
vesting of cultural redress properties

2.55 Properties vest subject to, or together with, encumbrances

Each cultural redress property vests under **subpart 4** subject to, or together with, any encumbrances listed in relation to the property in **Schedule 2**.

2.56 Registration of ownership

- (1) This section applies to the fee simple estate in a cultural redress property vested in the trustees under **subpart 4**.
- (2) The Registrar-General must, on written application by an authorised person, comply with **subsections (3) and (4)**.
- (3) To the extent that a cultural redress property is all of the land contained in a computer freehold register, the Registrar-General must—
 - (a) register the trustees as the proprietors of the fee simple estate in the land; and

- (b) make any entries in the register, and do all other things, that are necessary to give effect to this Part and to Part 3 of the deed of settlement.
- (4) To the extent that a cultural redress 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 an application received from an authorised person,—
 - (a) create 1 or more computer freehold registers for the fee simple estate in the property in the names of the trustees; and
 - (b) enter on the register any encumbrances that are registered, notified, or notifiable and that are described in the application.
- (5) **Subsection (4)** applies subject to the completion of any survey necessary to create the 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 trustees and the Crown.
- (7) In **subsections (2) and (4)**, **authorised person** means a person authorised by—
 - (a) the chief executive of LINZ, in the case of 1 Thorndon Quay:
 - (b) the Secretary for Justice, in the case of—
 - (i) 81–87 Thorndon Quay;
 - (ii) the Waiwhetu Road site;
 - (iii) the former Wainuiomata College site;
 - (iv) the former Wainuiomata Intermediate School site;
 - (v) the urupā site;
 - (c) the Secretary for Education, in the case of the former Waiwhetu School site:
 - (d) the chief executive of Te Puni Kōkiri, in the case of the Pipitea Marae site:
 - (e) the Director-General, in all other cases.

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2.57 Application of Part 4A of Conservation Act 1987

- (1) The vesting of the fee simple estate in a cultural redress property under **subpart 4** 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)**,—
 - (a) section 24 of the Conservation Act 1987 does not apply to the vesting of a reserve site under **section 2.42(2), 2.43(2), 2.44(2), 2.45(2), 2.46(3), 2.47(4), or 2.48(2)**;
 - (b) Part 4A of the Conservation Act 1987 does not apply to the vesting of—
 - (i) the bed of Lake Kohangatera and the Lake Kohangatera esplanade land under **section 2.33(4)**; or
 - (ii) the bed of Lake Kohangapiripiri and the Lake Kohangapiripiri esplanade land under **section 2.34(5)**.
- (3) If the reservation, under **subpart 4**, of a reserve site is revoked in relation to all or part of the site, then the site's vesting referred to in **subsection (2)(a)** is no longer exempt from section 24 of the Conservation Act 1987 in relation to all or that part of the site, as the case may be.

2.58 Recording application of Part 4A of Conservation Act 1987 and sections of this Act

- (1) The Registrar-General must record on the computer freehold register for—
 - (a) a reserve site that the land is subject to Part 4A of the Conservation Act 1987, but that section 24 of that Act does not apply, and that the land is subject to **sections 2.57(3) and 2.61** of this Act; and
 - (b) the bed of Lake Kohangatera and the Lake Kohangatera esplanade land that Part 4A of the Conservation Act 1987 does not apply; and
 - (c) the bed of Lake Kohangapiripiri and the Lake Kohangapiripiri esplanade land that Part 4A of the Conservation Act 1987 does not apply; and



- (d) any other cultural redress property that the land is subject to Part 4A of the Conservation Act 1987.
- (2) A notification made under **subsection (1)** 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.
- (3) If the reservation, under **subpart 4**, of a reserve site 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 the computer freehold register for the site the notifications that—
 - (i) section 24 of the Conservation Act 1987 does not apply to the site; and
 - (ii) the site is subject to **sections 2.57(3) and 2.61** of this Act; or
 - (b) part of the site, then the Registrar-General must ensure that the notifications referred to in **paragraph (a)** remain only on the computer freehold register for the part of the site that remains a reserve.
- (4) The Registrar-General must comply with an application received in accordance with **subsection (3)(a)**.

2.59 Application of other enactments

- (1) Sections 24 and 25 of the Reserves Act 1977 do not apply to the revocation, under **subpart 4**, 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 4**; 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 4** 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.

2.60 Application of certain payments

The Minister of Conservation may direct that any intra-Crown payment for the following sites be paid and applied in the manner specified in section 82(1)(a) of the Reserves Act 1977:

- (a) the bed of Lake Kohangatera:
- (b) the bed of Lake Kohangapiripiri, except Section 1 SO 406979:
- (c) Wi Tako Scenic Reserve:
- (d) Point Dorset Recreation Reserve:
- (e) the Harbour Islands reserves, except the part of Matiu Scientific Reserve that is Section 3 SO 20946.

Provisions relating to reserve sites

2.61 Subsequent transfer of reserve land

- (1) This section applies to all, or the part, of a reserve site that, at any time after vesting in the trustees under **subpart 4**, remains a reserve under the Reserves Act 1977 (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 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.
- (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, 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) the written consent of the administering body of the reserve land; and
 - (d) any other document required for registration of the transfer instrument.
- (6) The new owners, from the time of registration under **subsection (4)**,—
- (a) are the administering body of the reserve land for the purposes of the Reserves Act 1977; and
 - (b) hold the reserve land for the same reserve purposes as it was held by the administering body immediately before the transfer.
- (7) Despite **subsections (1) and (2)**, this section does not apply to the transfer of the fee simple estate in 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.

2.61A Revocation of reservation of reserve site

If the reservation, under **subpart 4**, 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 of that Act, except subsection (2), does not apply to the revocation.



2.62 Trustees must not mortgage reserves

The registered proprietors of a reserve site must not mortgage, or give a security interest in, all or any part of the site that, at any time after vesting in the trustees under **subpart 4**, remains a reserve under the Reserves Act 1977.

2.63 Saving of bylaws, etc, in relation to reserve sites

- (1) This section applies to any bylaw, prohibition, permit, concession, or restriction on use or access that an administering body or the Minister made or granted under the Reserves Act 1977 or the Conservation Act 1987 in relation to a reserve site before the site vested in the trustees under **subpart 4**.
- (2) The bylaw, prohibition, permit, concession, or restriction on use or access remains in force until it expires or is revoked under the Reserves Act 1977 or the Conservation Act 1987.

2.63A Consequential repeal of enactments

The following enactments are repealed:

- (a) section 74 of the Reserves and Other Lands Disposal and Public Bodies Empowering Act 1923;
- (b) section 15 of the Maori Purposes Act 1969;
- (c) section 9 of the Maori Purposes Act 1974.

Subpart 6—Place names

2.64 Interpretation

In this subpart,—

new place name—

- (a) means a place name to which an existing place name is altered under **section 2.65(1)**; and
- (b) includes any alteration to a place name under **section 2.67**

New Zealand Geographic Board means the board established under section 3 of the New Zealand Geographic Board Act 1946.

2.65 New place names

- (1) Each existing place name specified in the first column of clause 5.13 of the deed of settlement (at the settlement date) is altered

to the new place name specified in the second column of that clause.

- (2) Except where this subpart expressly provides otherwise, the changes made under **subsection (1)** are to be treated as having been made—
 - (a) with the approval of the New Zealand Geographic Board; and
 - (b) in accordance with any enactment that applies to altering place names.

2.66 Publication of notice of new place names

- (1) The New Zealand Geographic Board must, as soon as practicable after the settlement date, publish a notice in the *Gazette*—
 - (a) specifying each new place name and its location and the existing place name being altered; and
 - (b) stating that the New Zealand Geographic Board may alter the new place names or their locations in accordance with **section 2.67**.
- (2) The New Zealand Geographic Board must, as soon as practicable after publication of the notice under **subsection (1)**, ensure that a copy of the notice is published in accordance with any enactment that applies to altering place names.
- (3) A copy of the *Gazette* notice published under **subsection (1)** is conclusive evidence that the new place names were altered on the date of the *Gazette* notice.

2.67 Alteration of new place names

- (1) Despite the provisions of any enactment that applies to altering place names, the New Zealand Geographic Board may, with the consent of the trustees, alter any new place name or its location.
- (2) **Section 2.66** applies, with any necessary modifications, to an alteration made under **subsection (1)**.

2.68 When new place name takes effect

Place names altered under **section 2.65 or 2.67** take effect on the date of the *Gazette* notice published under **section 2.66(1)**.

Part 3 Commercial redress

Subpart 1—Transfer of deferred selection properties

3.1 The Crown may transfer properties

- (1) To give effect to Part 6 of the deed of settlement, and Part 4 of the provisions schedule of the deed of settlement, the Crown (acting by and through the chief executive of the land holding agency or, in respect of land held under the Land Act 1948, the Commissioner of Crown Lands) is authorised to do 1 or both of the following:
 - (a) transfer the fee simple estate in a deferred selection property to the trustees:
 - (b) sign a transfer instrument or other document, or do any other thing to effect the transfer.
- (2) As soon as is reasonably practicable after the actual deferred settlement date for a deferred selection property, the chief executive of the land holding agency or, in respect of land held under the Land Act 1948, the Commissioner of Crown Lands must provide written notification of that date to the chief executive of LINZ for the purposes of **section 1.12**.

3.2 Registrar-General to create computer freehold register

- (1) This section applies to a deferred selection property to the extent that it 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.
- (2) The Registrar-General must, in accordance with a written application by an authorised person, and after completion of any necessary survey, create a computer freehold register in the name of the Crown—
 - (a) subject to, and together with, any encumbrances that are registered, notified, or notifiable and that are described in the written application; but
 - (b) without any statement of purpose.
- (3) The authorised person may grant a covenant to arrange for the later creation of a computer freehold register for a deferred selection property.

- (4) Despite the Land Transfer Act 1952,—
- (a) the authorised person may request the Registrar-General to register a covenant (as referred to in **subsection (3)**) under the Land Transfer Act 1952 by creating a computer interest register; and
 - (b) the Registrar-General must register the covenant in accordance with **paragraph (a)**.
- (5) In this section, **authorised person** means a person authorised by the chief executive of the land holding agency for the deferred selection property.

3.3 Application of other enactments

- (1) Section 11 and Part 10 of the Resource Management Act 1991 do not apply to—
- (a) the transfer to the trustees of a deferred selection property; or
 - (b) any matter incidental to, or required for the purpose of, that transfer.
- (2) The transfer of a deferred selection property to the trustees 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 a deferred selection property to the trustees 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 3.1**, the Crown is not required to comply with any other enactment that would otherwise regulate or apply to the transfer of a 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, or Part 4 of the provisions schedule of the deed of settlement, in relation to the transfer of a deferred selection property.



Subpart 2—Trustees' right of first refusal in
relation to RFR land

Interpretation

3.4 Interpretation

In this subpart and **Schedule 4**, unless the context requires another meaning,—

dispose of, in relation to RFR land,—

- (a) means to—
 - (i) transfer or vest the fee simple estate in the land;
or
 - (ii) grant a lease of the land for a term that is, or will be (if any rights of renewal or extension are exercised under the lease), for 50 years or longer;
but
- (b) to avoid doubt, does not include to—
 - (i) mortgage, or give a security interest in, the land;
or
 - (ii) grant an easement over the land; or
 - (iii) consent to an assignment of a lease, or to a sub-lease, of the land; or
 - (iv) remove an improvement, fixture, or fitting from the land

expiry date, in relation to an offer, means its expiry date under **sections 3.7(a) and 3.8**

notice means a notice under this subpart

offer means an offer, made in accordance with **section 3.7**, by an RFR landowner to dispose of RFR land to the trustees

public work has the meaning given to it in section 2 of the Public Works Act 1981

RFR land has the meaning given to it in **section 3.5**

RFR land schedule means the RFR land schedule of the deed of settlement

RFR landowner, in relation to RFR land,—

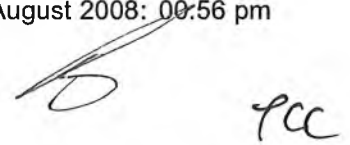
- (a) means the Crown, if the land is vested in the Crown or the Crown holds the fee simple estate in the land; and
- (b) means a Crown body, if the body holds the fee simple estate in the land; and

- (c) includes a local authority to whom RFR land has been disposed of under **section 3.17(1)**

RFR period means the period of 100 years from the settlement date.

3.5 Meaning of RFR land

- (1) In this subpart, **RFR land** means—
- (a) land described in the RFR land schedule at the date of the deed of settlement if, on the settlement date,—
 - (i) the land is vested in the Crown or the Crown holds the fee simple estate in the land; or
 - (ii) a Crown body holds the fee simple estate in the land; and
 - (b) land added to the RFR land schedule by an amendment to the deed of settlement if, on the date of the amendment or the settlement date (whichever is later),—
 - (i) the land is vested in the Crown or the Crown holds the fee simple estate in the land; or
 - (ii) a Crown body holds the fee simple estate in the land and has consented in writing to the land becoming RFR land; and
 - (c) land obtained in exchange for a disposal of RFR land under **section 3.16(1)(c) or (d) or 3.18(1)(a) or (c)**.
- (2) However, land ceases to be RFR land when any of the following things happen:
- (a) the RFR landowner transfers the fee simple estate in the land to—
 - (i) the trustees (for example, under **section 3.10**); or
 - (ii) any other person (including the Crown or a Crown body) under **section 3.6(b)**; or
 - (b) the RFR landowner transfers or vests the fee simple estate in the land to or in a person other than the Crown or a Crown body under any of **sections 3.13 to 3.16 or 3.18 to 3.22** or any of the things referred to in **section 3.23(1)**; or
 - (c) the RFR period ends.



Restrictions on disposal of RFR land

3.6 Restrictions on disposal of RFR land

An RFR landowner must not dispose of RFR land to a person other than the trustees unless the land is disposed of—

- (a) under any of **sections 3.12 to 3.22** or any of the things referred to in **section 3.23(1)**; or
- (b) within 2 years after the expiry date of an offer by the RFR landowner to dispose of the land to the trustees if the offer was—
 - (i) made in accordance with **section 3.7**; and
 - (ii) on terms that were the same as, or more favourable to the trustees than, the terms of the disposal to the person; and
 - (iii) not withdrawn under **section 3.9**; and
 - (iv) not accepted under **section 3.10**.

Trustees' right of first refusal

3.7 Requirements for offer

An offer by an RFR landowner to dispose of RFR land to the trustees must be by notice to the trustees, incorporating—

- (a) the terms of the offer, including its expiry date; and
- (b) a legal description of the land, including any encumbrances affecting it; 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.

3.8 Expiry date of offer

- (1) The expiry date of an offer must be at least 1 month after the trustees receive notice of the offer.
- (2) However, the expiry date of an offer may be at least 10 business days after the trustees receive notice of the offer if—
 - (a) the trustees received an earlier offer to dispose of the land; and
 - (b) the expiry date of the earlier offer was not more than 6 months before the expiry date of the later offer; and
 - (c) the earlier offer was not withdrawn.

3.9 Withdrawal of offer

The RFR landowner may, by notice to the trustees, withdraw an offer at any time before it is accepted.

3.10 Acceptance of offer

- (1) The trustees 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.

3.11 Formation of contract

- (1) If the trustees accept 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.
- (2) The terms of the contract may be varied by written agreement between the landowner and the trustees.

*Disposals to others***3.12 Disposals to the Crown or Crown bodies**

An RFR landowner may dispose of RFR land to—

- (a) the Crown; or
- (b) a Crown body.

3.13 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.

3.14 Disposals in accordance with legal or equitable obligation

An RFR landowner may dispose of RFR land in accordance with—

- (a) a legal or 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, endowment, or trust relating to the land.

3.15 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 206 of the Education Act 1989; or
- (c) section 355(3), 355AA, or 355AB of the Resource Management Act 1991.

3.16 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.

3.17 Disposals of existing public works

- (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 in section 2 of the Public Works Act 1981).
- (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.

3.18 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 26 or 26A of the Reserves Act 1977; or
- (c) section 16A or 24E of the Conservation Act 1987.

3.19 Disposals for charitable purposes

An RFR landowner may dispose of RFR land as a gift for charitable purposes.

3.20 Disposals to tenants

The Crown may dispose of RFR land—

- (a) that was held on the settlement date for education purposes to a person who, immediately before the disposal, is a tenant of the land or all or part of a building on the land; or
- (b) under section 67 of the Land Act 1948, if the disposal is to a lessee under a lease of the land granted—
 - (i) before the settlement date; or
 - (ii) on or after the settlement date as a renewal of a lease granted before the settlement date; or
- (c) under section 93(4) of the Land Act 1948.

3.21 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 Minister of Housing has given notice to the trustees that, in the Minister's opinion, the disposal is to achieve, or assist in achieving, the Crown's social objectives in relation to housing or services related to housing.

3.22 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 Disabil-

ity 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 that, in the Minister's opinion, the disposal is to achieve, or assist in achieving, the district health board's objectives.

3.23 RFR landowner's obligations under this subpart

- (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, in the case of a Crown body, the obligations apply despite the purpose, functions, or objectives of the Crown body; and
 - (b) any encumbrance, or legal or equitable obligation,—
 - (i) that prevents or limits an RFR landowner's disposal of RFR land to the trustees; 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.
- (3) This subpart does not limit any of the things referred to in **subsection (1)**.

Notices

3.24 Notice to trustees of disposals of RFR land to others

- (1) An RFR landowner must give the trustees notice of the disposal of RFR land by the landowner to a person other than the trustees.
- (2) The notice must be given at least 20 business days before the disposal.
- (3) The notice must—
 - (a) include a legal description of the land, including any encumbrances affecting it; and
 - (b) include 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 3.6**; and
- (e) include a copy of any written contract for the disposal.

3.25 Notice of land ceasing to be RFR land

- (1) This section applies if land is to cease being RFR land because—
 - (a) the RFR landowner is to transfer the fee simple estate in the land to—
 - (i) the trustees (for example, under **section 3.10**); or
 - (ii) any other person (including the Crown or a Crown body) under **section 3.6(b)**; or
 - (b) the RFR landowner is to transfer or vest the fee simple estate in the land to or in a person other than the Crown or a Crown body under any of **sections 3.13 to 3.16 or 3.18 to 3.22** or any of the things referred to in **section 3.23(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) include a legal description of the land; and
 - (b) specify the details of the transfer or vesting of the land.

3.26 Notice requirements

Schedule 4 applies to notices given under this subpart by or to—

- (a) an RFR landowner; or
- (b) the trustees.

Memorials for RFR land

3.27 Recording memorials on computer registers for RFR land

- (1) The chief executive of LINZ must issue to the Registrar-General certificates that identify—
 - (a) the RFR land for which there is a computer register on the settlement date; and

- (b) the RFR land for which a computer register is first created after the settlement date; and
 - (c) land, for which there is a computer register, that becomes RFR land after the settlement date.
- (1A) The certificate must be issued as soon as is reasonably practicable after—
- (a) the settlement date, in the case of RFR land for which there is a computer register on the settlement date; or
 - (b) the land becomes RFR land or a computer register is first created for the RFR land, in any other case.
- (2) Each certificate must state that it is issued under this section.
- (3) The chief executive must provide a copy of each certificate to the trustees as soon as is reasonably practicable after issuing the certificate.
- (4) The Registrar-General must, as soon as is reasonably practicable after receiving a certificate issued under this section, record on the computer register for the RFR land identified in the certificate that the land is—
- (a) RFR land as defined in **section 3.5** of this Act; and
 - (b) subject to this subpart of this Act (which restricts disposal, including leasing, of the land).

3.28 [Deleted]
[Deleted].

3.29 Removal of memorials when land to be transferred or vested

- (1) The chief executive of LINZ must, as soon as is reasonably practicable after receiving a notice under **section 3.25** that land is to cease being RFR land, issue to the Registrar-General a certificate that—
- (a) identifies each allotment of that land that is contained in a computer register that has a memorial recorded on it under **section 3.27**; 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 as soon as is reasonably practicable after issuing the certificate.
- (3) If the Registrar-General receives a certificate issued under this section before registering the transfer or vesting of RFR land described in the certificate, the Registrar-General must, immediately before registering the transfer or vesting, remove a memorial recorded under **section 3.27** from any computer register for the land.
- (4) If the Registrar-General receives a certificate issued under this section after registering the transfer or vesting of RFR land described in the certificate, the Registrar-General must, as soon as is reasonably practicable, remove a memorial recorded under **section 3.27** from any computer register for the land.

3.29A 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, issue to the Registrar-General a certificate that—
 - (a) identifies each allotment of land that is contained in a computer register that still has a memorial recorded on it under **section 3.27**; and
 - (b) states that it is issued under this section.
- (2) The chief executive must provide a copy of each certificate to the trustees 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 3.27** from any computer register for the land identified in the certificate.

General provisions

3.30 Time limits must be strictly complied with

The time limits specified in **sections 3.6 and 3.10** must be strictly complied with.

 Jcc

3.31 Waiver and variation

- (1) The trustees may, by notice to an RFR landowner, waive any or all of the rights the trustees have in relation to the landowner under this subpart.
- (2) The trustees 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 agreement under this section is on the terms, and applies for the period, specified in it.

3.32 [Deleted]
[Deleted].

3.33 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.

Schedule 1
Statutory areas

s 1.5

Statutory area	Location
Kaiwharawhara Stream	As shown on SO 408069
Coastal marine area	As shown on SO 408070
Hutt River	As shown on SO 408071
Waiwhetu Stream	As shown on SO 408072
Wellington Harbour	As shown on SO 408073
Riverside Drive marginal strip	As shown on SO 408074
Seaview marginal strip	As shown on SO 408075
Government Buildings Historic Reserve	As shown on SO 408076
Turnbull House Historic Reserve	As shown on SO 408077
Rimutaka Forest Park	As shown on SO 408079
Wainuiomata Scenic Reserve	As shown on SO 408080
Turakirae Head Scientific Reserve	As shown on SO 408081
Kelburn Local Purposes (Community and Administrative Buildings) Reserve	As shown on SO 408078



Schedule 2

ss 2.23, 2.55

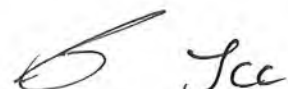
Cultural redress properties

All cultural redress properties are in the Wellington Land District.

Part 1

Sites vest in fee simple

Name of site	Description	Encumbrances
1 Thorndon Quay	0.0564 hectares, more or less, being Section 1 SO 35738. All computer freehold register WN36D/521.	Subject to an unregistered lease dated 2 August 2006 to Counselling & Psychotherapy Associates Limited. Subject to an unregistered lease dated 23 August 2007 to Babystar Holdings Limited. Subject to an unregistered renewal of lease dated 15 December 2006 to Rail and Maritime Transport Union Incorporated, renewing a lease dated 21 December 2000. Subject to an unregistered renewal of lease dated 19 June 2006 to Jumbani Investments Limited, renewing a lease dated 17 June 2003. Subject to an outdoor billboard agreement dated 30 September 2004 to (now) Isite Limited. Subject to section 3 of the Petroleum Act 1937, section 8 of the Atomic Energy Act 1945, sections 6 and 8 of the Mining Act 1971, and sections 5 and 261 of the Coal Mines Act 1979.

 See

Part 1—*continued*

Name of site	Description	Encumbrances
81–87 Thorndon Quay	0.0871 hectares, more or less, being Part Lots 7 and 8 Plan A/1064 and Part Subdivision 9 Pipitea Pa. All computer freehold register WN42C/243.	Subject to an unregistered lease dated 3 November 2006 to Venture Realty Limited.
Waiwhetu Road site	0.1311 hectares, more or less, being Section 1 SO 406939. All GN B601539.1.	Subject to an easement in gross in favour of (now) Vector Limited for a right to erect and maintain an electric substation and a right to convey electricity, created by transfer 890090.2.
Former Wainuiomata College site	7.6897 hectares, more or less, being Part Lot 1 DP 20910. All computer freehold register 45698.	Subject to unregistered lease to Te Runanganui o Taranaki Whānui ki Te Upoko o Te Ika a Maui Association Incorporated.
Former Wainuiomata Intermediate School site	4.0288 hectares, more or less, being Lots 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, and 38 DP 21094. All computer freehold register 45705.	Subject to unregistered lease to Te Runanganui o Taranaki Whānui ki Te Upoko o Te Ika a Maui Association Incorporated. Together with water rights created by transfers 271704 and 329019.
Former Waiwhetu School site	1.6221 hectares, more or less, being Lot 2 DP 319038. All computer freehold register 74499.	Subject to a right to drain sewage in gross in favour of Hutt City Council, created by easement instrument 5853747.4. Subject to a water drainage right, created by easement instrument 5853747.3, which is subject to section 243(a) of the Resource Management Act 1991. Subject to certificates K43519, K43518, and 495447, under section 26 of the Housing Act

Part 1—*continued*

Name of site	Description	Encumbrances
Pipitea Marae site	0.3564 hectares, more or less, being Section 1 SO 406983. All computer freehold register WN16A/350, part document K25892, and balance computer freehold register WN401/66.	1955, that pipelines for the passage of sewage or sanitary sewage pass through the land. Subject to any rights of the Ngati Poneke Maori Association Incorporated.

Part 2

Sites vest in fee simple to be administered
as Maori reservations

Name of site	Description	Encumbrances
Dendroglyph site	0.0507 hectares, more or less, being Sections 1 and 2 SO 406982. Part computer freehold register WN41A/384.	Together with the right of way easement referred to in section 2.31(6) .
Urupā site	3.9377 hectares, more or less, being Section 1 SO 407043. Part computer freehold register WN37A/957.	Subject to the right of way easement referred to in section 2.32(4) . Subject to the memorandum of encumbrance referred to in section 2.32(4) . Subject to section 11 of the Crown Minerals Act 1991.

Part 3
Sites vest in fee simple subject to
conservation covenant

Name of site	Description	Encumbrances
Bed of Lake Kohangatera and the Lake Kohangatera esplanade land	<p><i>Bed of Lake Kohangatera</i> 33.0622 hectares, more or less, being Section 2 SO 409042, but excluding the Crown stratum (as defined in section 2.23(2)). Part GN 911916.1.</p> <p><i>Lake Kohangatera esplanade land</i> 7.8000 hectares, more or less, being Lot 11 DP 53891.</p>	Subject to the conservation covenant referred to in section 2.33(6) .
Bed of Lake Kohangapiripiri and the Lake Kohangapiripiri esplanade land	<p><i>Bed of Lake Kohangapiripiri</i> 8.7900 hectares, more or less, being Lot 9 DP 53891, but excluding the Crown stratum (as defined in section 2.23(2)). Part GN 911916.1.</p> <p>3.5141 hectares, more or less, being Section 1 SO 406979, but excluding the Crown stratum (as defined in section 2.23(2)). Part computer freehold register WND1/1106.</p> <p><i>Lake Kohangapiripiri esplanade land</i> 3.2500 hectares, more or less, being Lot 10 DP 53891.</p>	Subject to the conservation covenant referred to in section 2.33(6) .

Part 4

Sites vest in fee simple to be administered as
scenic, recreation, or local purpose reserves

Name of site	Description	Encumbrances
Wi Tako Scenic Reserve	59.2230 hectares, more or less, being Section 1 SO 34638. All GN B152032.2.	Subject to an easement in gross, in favour of (now) UnitedNetworks Limited, for a right to lay and maintain an electric power supply cable, created by transfer B300767.1.
Point Dorset Recreation Reserve	8.4490 hectares, more or less, being Sections 1, 2, 3, and 4 SO 38155. All GN B801376.1.	
Korokoro Gateway site	5.1300 hectares, more or less, being Section 1 SO 407772.	Subject to an unregistered licence to occupy dated 9 October 1959 in favour of the Wellington Water Ski Club Incorporated. Subject to an informal right to convey water in favour of Wellington Regional Council.

Part 5

Harbour Islands reserves vest in fee simple
to be administered as scientific or historic
reserves

Name of site	Description	Encumbrances
Makaro Scientific Reserve	1.7000 hectares, more or less, being Section 1 SO 36220. All <i>Gazette</i> 1997 page 3872.	
Mokopuna Scientific Reserve	0.7992 hectares, more or less, being Section 1 SO 20946. All <i>Gazette</i> 1997 page 3872.	

Part 5—*continued*

Name of site	Description	Encumbrances
Matiu Scientific Reserve	22.5459 hectares, more or less, being Section 2 SO 406882. Part <i>Gazette</i> 1998 page 3416. 0.3465 hectares, more or less, being Section 3 SO 20946. Part GN B731787.2.	Subject to the lease referred to in section 2.47(7) .
Matiu Historic Reserve	2.3423 hectares, more or less, being Section 1 SO 406882. All <i>Gazette</i> 1998 page 3416.	


Jcc

Schedule 3

ss 2.49, 2.50, 2.54

**Provisions applying to Harbour Islands
Kaitiaki Board**

Sections 31 to 34 of Reserves Act 1977

- 1 Sections 31 to 34 of Reserves Act 1977 apply**
- (1) Sections 31 to 34 of the Reserves Act 1977 apply to the Harbour Islands Kaitiaki Board as if it were a Board appointed under section 30(1) of that Act, except as provided in this Schedule.
- (2) However,—
- (a) the Minister of Conservation may not, under section 31(c) of the Reserves Act 1977, remove from office a member of the Board appointed by the trustees; and
- (b) section 32(1), (2), (5), (7), and (10) of the Reserves Act 1977 do not apply to meetings of the Board.

Membership of Board

- 2 Appointment of members of Board**
- (1) The Minister and the trustees must appoint the members of the Harbour Islands Kaitiaki Board in accordance with **clause 3**.
- (2) Each member appointed by the Minister must be appointed by notice in the *Gazette*.
- (3) Each member appointed by the Harbour Islands Kaitiaki Board must be appointed by notice in a daily or other newspaper circulating in Wellington.
- 3 Number of members of Board**
- (1) The Harbour Islands Kaitiaki Board must consist of—
- (a) 3 members appointed by the Minister, on the nomination of the Director-General:
- (b) 3 members appointed by the trustees.
- (2) The trustees must appoint, as the chairperson of the Board, 1 of the members it appointed to the Board.

Procedure of Board

4 Meetings of Board

- (1) The Harbour Islands Kaitiaki Board may regulate its own procedure, except as provided in this schedule.
- (2) The first meeting of the Harbour Islands Kaitiaki Board must be held not later than 2 months after the date that its final member is appointed by notice under **clause 2(2) or (3)**.
- (3) Unless the members of the Harbour Islands Kaitiaki Board agree otherwise—
 - (a) the Board must meet at least twice a year; and
 - (b) members each have 1 ordinary vote; and
 - (c) the chairperson does not have a casting vote.

5 Vacancy in membership of Board

An act or proceeding of the Harbour Islands Kaitiaki Board is not invalid only because fewer than 6 members have been appointed to the Board.

Dispute resolution procedure for Board

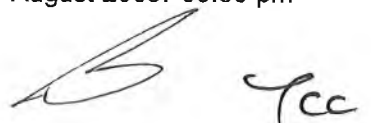
6 Disputes to be referred to Minister and chairperson of Port Nicholson Block Settlement Trust

- (1) Any dispute between members of the Harbour Islands Kaitiaki Board relating to the exercise of powers or the performance of functions by the Board must be referred to the Minister and the chairperson of the Port Nicholson Block Settlement Trust for resolution.
- (2) A decision of the Minister and the chairperson of the Port Nicholson Block Settlement Trust in resolution of a dispute referred to them is final.

Public Audit Act 2001 applies to Board

7 Public Audit Act 2001 applies

The Harbour Islands Kaitiaki Board is a public entity as defined in section 4 of the Public Audit Act 2001 and, in accordance with that Act, the Auditor-General is its auditor.



Schedule 4

s 3.26

Notices in relation to RFR land

Requirements for giving notice

- 1 A notice by or to an RFR landowner, or the trustees, under **subpart 2 of Part 3** must be—
 - (a) in writing and signed by—
 - (i) the person giving it; or
 - (ii) at least 2 of the trustees, in the case of 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 deed of settlement, in the case of a notice to the trustees; or
 - (ii) specified by the RFR landowner in an offer made under **section 3.7**, or specified in a later notice given to the trustees, in the case of a notice by the trustees to an RFR landowner; and
 - (iii) of the national office of LINZ, in the case of a notice given to the chief executive of LINZ under **section 3.25**; 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.

Time when notice received

- 2 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.
- 3 However, a notice is to be treated as having been received on the next business day if, under **clause 2**, it would be treated as having been received—
 - (a) after 5 pm on a business day; or
 - (b) on a day that is not a business day.

TARANAKI WHĀNUI KI TE UPOKO O TE IKA

and

THE PORT NICHOLSON BLOCK SETTLEMENT TRUST

and

THE SOVEREIGN

in right of New Zealand

DEED OF SETTLEMENT:

RFR LAND SCHEDULE

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Right of First Refusal Properties - General

AGENCY	Property name	LEGAL DESCRIPTIONS
Department of Conservation	Wrights Hill Road Stewardship	1.9458 hectares more or less being Part Lots 2, 5 and 6 DP 1440, Part Lots 8, 9 and 10, Block H, DP 1543, Part Section 9 Upper Kaiwharawhara District and Part Section 55 Karori District. Part GN 516873.
Department of Conservation	Wrights Hill Recreation Reserve	3.6815 hectares more or less being Section 15 Upper Kaiwharawhara District. All CFR WN54C/957.
Department of Conservation	Waitohu Road Stewardship	0.0103 hectares more or less being Section 139 Harbour District. Part CFR WN427/300.
Department of Conservation	Lowry Bay Scenic Reserve Site One	0.3007 hectares more or less being Lot 15 DP 42970. All CFR WN15C/1192.
Department of Conservation	Lowry Bay Scenic Reserve Site Two	43.6555 hectares more or less being Section 115 Harbour District. All CFR WN8A/1460, All CFR WN8A/1461 and T. 233268.1.
Department of Conservation	Wainuiomata Scenic Reserve	159.4800 hectares more or less being Section 106 Wainuiomata District, All CFR WN20C/1390, Balance T. 869442 and All T. 427535.3.
Department of Conservation	Bracken Street Stewardship	2.8169 hectares more or less being Sections 978 and 979 Hutt District. All Gazette 1998 page 1111.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	Property name	LEGAL DESCRIPTIONS
Department of Conservation	Part Rimutaka Forest Park	667.4000 ha more or less being Lot 1 DP 54486. All B.368051.1. 4830.0000 ha more or less being Section 111 Wainuiomata District. All CFR WN29C/242. 640.7202 ha more or less being Part Sections 19, 20, 21 and 83 Wainuiomata District and Lot 4 DP 23716. Balance CFR WN21A/861. 10.7041 ha more or less being Part Lot 1 DP 24739. Balance CFR WN11A/469. 2.6100 ha more or less being Lot 1 DP 56279. All CFR WN29B/419. 0.8340 ha more or less being Lot 2 DP 50482. All CFR WN22C/579. 0.4737 ha more or less being Lot 1 DP 55528. All CFR WN25B/141. 9.3229 ha more or less being Lot 1 DP 15042. All CFR WN577/295. 4.1455 ha more or less being Lot 7 DP 24739. All Transfer A028861. 3.8996 ha more or less being Part Lot 1 DP 23716. Balance CFR WN5C/157. 33.9936 ha more or less being Section 98 Wainuiomata District. All CFR WN35/17. 123.4756 ha more or less being Lot 1 DP 49996. All CFR WN20A/540 76.6382 ha more or less being Part Lot 2 DP 8747. Balance Transfer 865440.
Department of Conservation	Fort Street Stewardship	0.3086 hectares more or less being Lot 23 DP 9828. All GN 596080.1.
Department of Conservation	Point Halswell Public Reserve	0.9207 hectares more or less being Part Halswell Military Reserve and Part Section 1 Watts Peninsula District. Section 3 of the Massey Burial - Ground Act 1925.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	Property name	LEGAL DESCRIPTIONS
Department of Conservation	Government Buildings Historic Reserve	1.1732 hectares more or less being Section 1 SO 37161. All GN 246890.1.
Department of Conservation	Turnbull House Historic Reserve	0.0539 hectares more or less being Lot 3 DP 2991. All CFR WN237/291. 0.0107 hectares more or less being Lot 3 DP 10325. All CFR WN436/191. 0.0132 hectares more or less being Lot 1 Plan A/2948. All CFR WN436/125.
Department of Conservation	Fitzherbert Scenic Reserve	7.2910 hectares more or less being Lot 3 DP 83597. All CFR WN50D/287.
Department of Conservation	Otari Stewardship Area	20.2519 hectares more or less being Part Otari A2 and A3. All GN B728976.1 and 2.1173 hectares, more or less, being Part Section 1 SO 35925. All GN B 800393.2.
Department of Conservation	Turakirae Head Scientific Reserve	70.6350 ha more or less being Lots 1, 2, 4 and 5 DP 35261 and Lots 3, 6 and 7 DP 35262. All CFR WN12D/1496. 56.9630 ha more or less being Lot 1 DP 47456. All CFR WN21C/357.
Department of Conservation	Coromandel Street Stewardship	0.3462 hectares more or less being Section 1342 Town of Wellington. All CFR WN38A/760.
Land Information New Zealand	Ex NCEC Chartwell	0.1715 hectares more or less being Lot 74 DP 32081. Part GN 873330.
Land Information New Zealand	TRELISSICK PARK	0.0030 hectares more or less being Section 1 SO 33736. Part GN 489283.1.
Land Information New Zealand	FITZHERBERT RD WAINUIOMATA	0.0379 hectares more or less being Part Lot 23 DP 14197. Part GN 763246.

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	Property name	LEGAL DESCRIPTIONS
Land Information New Zealand	JACKSON ST PETONE	0.1518 hectares more or less being Part Lot 2 DP 13037. Part T. 315264.
Land Information New Zealand	COAST RD WAINUIOMATA	1.1246 hectares more or less being Part Orongorongo B3 and B4.
Land Information New Zealand	Fitzroy Bay Horokiwi Quarries Limited	10.5 hectares approximately being Part Old Seabed.
Land Information New Zealand	Wharehoa Kohanga Reo	0.3924 hectares more or less being Section 938 Hutt District. AI CFR WN40D/909.
Land Information New Zealand	TRACTION WORKSHOPS	0.1394 hectares more or less being Lot 1 DP 327548. All CFR 112046.
Land Information New Zealand	KAIWHARAWHARA STREAM BANK	Pt Lot 91 Deeds Plans 153, Section 1 SO 21109, Pt Lot 1 DP 10955, Pt Lot 1 DP 7591, Pt Lot 1 DP 10714, Pt Lot 82 Deeds 153, Pt Lot 1 and 2 DP 6732, Pt Lots 1 and 2 DP 6757. GN A037532.
Land Information New Zealand	Egmont St	0.0444 hectares approximately being Part Section 183 Town of Wellington. Deeds Index 1/183. 0.0370 hectares approximately being Part Section 184 Town of Wellington. Deeds Index 1/184.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	Property name	LEGAL DESCRIPTIONS
Land Information New Zealand	Site of Australian High Commission	0.3759 hectares more or less being Part Section 1296 Town of Wellington. All Proc 5388, All Proc 513558 and All Proc 553235. 0.0008 hectares more or less being Part Section 615 Town of Wellington. All Proc 996980.
Land Information New Zealand	Abel Smith St	0.4421 hectares more or less being Section 1226 Town of Wellington. Part Proc 590269.
Land Information New Zealand	Clifton Tce	0.4496 hectares more or less being Section 1 SO 30711. All T.333092.
Ministry of Justice	Supreme Court	0.3166 hectares more or less being Section 1 SO 37081. All CFR WN43B/18
Ministry of Justice	Supreme Court	0.0697 hectares more or less being Section 1 SO 37067. All CFR WN42D/1000. 0.0925 hectares more or less being Section 2 SO 37067. All CFR WN43B/1.
Ministry of Justice	Court of Appeal	0.2986 hectares more or less being Part Section 1 SO 37158. Balance CFR WN44A/241.
Ministry of Justice	Wellington High Court	0.2315 hectares more or less being Section 1 SO 35741. All CFR WN43B/185. 0.0989 hectares more or less being Section 2 SO 35741. All CFR WN43B/186.
Ministry of Justice	Wellington District Court	0.1641 hectares more or less being Sections 1, 2 and 3 Thorndon Reclamation and Lot 1 DP 6634. All CFR WN41D/189.
Department of Corrections	Wellington Prison	1.0901 hectares more or less being Part Lot 4 Block XII DP 858. All CFR WN46B/923.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	Property name	LEGAL DESCRIPTIONS
Department of Corrections	Wellington Prison	0.4527 hectares more or less being Part Lot 4 DP 4741 and Section 1 SO 24508. All CFR WN46B/926.
Department of Corrections	Wellington Prison	4.7775 hectares more or less being Part Lot 1 DP 8458. All CFR WN46B/924.
Department of Corrections	Wellington Prison	0.5084 hectares more or less being Part Lot 1 DP 4741. All CFR WN46B/927.
Department of Corrections	Wellington Prison	6.2561 hectares more or less being Section 1 SO 37939. All CFR 80469.
New Zealand Police	Wainuiomata Police Station	0.1089 hectares more or less being Lots 18 and 19 DP 17210 and Lots 1 and 2 DP 25430. All GN 665194.1.
New Zealand Police	Kilbirnie CPC	0.0635 hectares more or less being Section 24 Evans Bay District. All CFR WN859/12.
New Zealand Police	Wellington Dog Section	1.2805 hectares more or less being Lot 3 DP 74987. All CFR WN42A/534.
New Zealand Police	Petone CPC	0.1075 hectares more or less being Part Section 6 Hutt District. All GN B285810.1.
New Zealand Police	Electronics workshop	0.0110 hectares more or less being Section 1 SO 24543. Balance GN 553232. 0.1562 hectares more or less being Lots 9, 10, 11, 13, 14, 15, 16 and 18 and Part Lots 8, 12 and 17 DP 1776. All GN 556430.
New Zealand Police	Eastbourne Police Station	0.2142 hectares more or less being Lots 5 and 6 DP 1679. All CFR WN234/218.
Ministry of Social Development		0.1065 hectares more or less being Lot 23 DP 1612. All GN 328532.1.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	Property name	LEGAL DESCRIPTIONS
Ministry of Social Development		0.1110 hectares more or less being Lots 11 and 12 DP 23718. Part Gazette 1975 page 1411.
Ministry of Social Development		0.4131 hectares more or less being Lot 10 DP 23091. All GN 766224.
Ministry of Social Development	Epuni Care & Protection Unit	0.4249 hectares more or less being Lot 7 DP 19629. Part Proc 5268. 0.9921 hectares more or less being Part Section 117 Epuni Hamlet. Part CFR WN478/254.
Ministry of Education	Arakura School	2.6961 hectares more or less being Part Lot 9 DP 19728. Balance Proc 477260.
Ministry of Education	Berhampore School	1.0524 hectares more or less being Lot 10 DP 2504 and Lot 2 DP 316161. All CFR 63190.
Ministry of Education	Brooklyn School (Wellington)	0.9059 hectares more or less being Part Section 33 Owhiro District. Balance CFR WNC4/961.
Ministry of Education	Cashmere Avenue School	1.7229 hectares more or less being Lot 1 DP 9871. All GN 877239. 0.1108 hectares more or less being Lots 8 and 9 Block III DP 2424. All CFR WN460/231. 0.0521 hectares more or less being Lot 10 Block III DP 2424. All CFR WN327/74. 0.0448 hectares more or less being Lot 11 Block III DP 2424 All Proc 2721.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	Property name	LEGAL DESCRIPTIONS
Ministry of Education	Central Regional Health School	0.0870 hectares more or less being Lots 8 and 9 DP 323. All GN 770177.1 0.0306 hectares more or less being Part Lot 1 DP 3077. All GN 590864.1 0.0004 hectares more or less being Part Lots 2 and 3 DP 3077. All GN 617176.1
Ministry of Education	Chartwell School	2.0310 ha more or less being Lot 61 DP 29071. All GN 809771.
Ministry of Education	Clifton Tce Model School	0.1424 hectares more or less being Lot 1 DP 89602. All CFR WN57A/679.
Ministry of Education	Clyde Quay School	0.5643 hectares more or less being Section 1251 Town of Wellington. All CFR WNE1/693
Ministry of Education	Correspondence School	0.0485 hectares more or less being Lot 18 and Part Lot 17 DP 997. All GN 989466.
Ministry of Education	Epuni School	2.1954 hectares more or less being Section 115 and Part Section 114 Epuni Hamlet, Part Lots 2 and 3 DP 12759 and Lot 186 DP 15426. All GN 535921.1. 0.4504 hectares more or less being Lot 192 DP 15426. All Proc 483687.
Ministry of Education	Fernlea School	0.0752 hectares more or less being Part Lot 106 DP 19009 and Part Lot 99 DP 19428. All GN 331929.1. 0.0372 hectares more or less being Lot 1 DP 24711. All GN 751255. 2.2540 hectares more or less being Part Section 17 Lowry Bay District and Part Section 41 Wainuiomata District. All Proc

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	Property name	LEGAL DESCRIPTIONS
		492302.
Ministry of Education	Former Petone School West	0.1024 hectares more or less being Part Subdivision 19B of Section 3 Hutt Distict. All CFR WN188/13. 0.1027 hectares more or less being Part Subdivision 19C of Section 3 Hutt Distict. Balance CFR WN188/14. 0.1032 hectares more or less being Part Subdivision 19D of Section 3 Hutt District. All CFR WN272/169. 0.3182 hectares more or less being Part Subdivisions 19B, 19C and 19D of Section 3 Hutt Distict. Balance CFR WN190/48.
Ministry of Education	Gracefield School	0.4007 hectares more or less being Lot 1 DP 319038. All CFR 74498 1.6221 hectares more or less being Lot 2 DP 319038. All CFR 74499 0.1356 hectares more or les being Lot 3 DP 319038. All CFR 74500
Ministry of Education	Hataitai School	0.7950 hectares more or less being Section 134 Evans Bay District. All CFR WNC4/959.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	Property name	LEGAL DESCRIPTIONS
Ministry of Education	Heretaunga College	5.9977 hectares more or less being Lots 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25 and Part Lot 26 DP 9348. All Proc 437668. 1.9670 hectares more or less being Part Section 94 Hutt District and Lot 22 DP 2636. All CFR 148848. 0.1230 hectares more or less being Section 1 SO 23077. All Proc 6162. 1.4595 hectares more or less being Parts Section 94 Hutt District. All Proc 6009.
Ministry of Education	Houghton Valley School	1.7177 hectares more or less being Section 1 SO 384813 and Lots 293, 296, 298 and 300 and Part Lots 295 and 297 DP 171. All CFR 364799.
Ministry of Education	Hutt Central School	0.1207 hectares more or less being Lots 20 and 21 DP 1792. All Proc 2679. 1.8065 hectares more or less being Part Momi 2,1A, 2,1B, 2,1C and 2,2. Balance Proc 2588.
Ministry of Education	Hutt Valley High School	0.0638 hectares more or less being Lot 2 DP 8552. All CFR WN391/52. 0.1274 hectares more or less being Lots 3 and 4 DP 8552. All CFR WN391/50. 0.0637 hectares more or less being Lot 5 DP 8552. All Proc 1909. 0.0624 hectares more or less being Lot 6 DP 8552. All CFR WN415/167. 6.9153 hectares more or less being Part Lot 2 DP 302798. Balance CFR 10779.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	Property name	LEGAL DESCRIPTIONS
Ministry of Education	Island Bay School	1.3957 hectares more or less being Sections 19 and 20 Town District. All CFR WNC4/956.
Ministry of Education	Kelburn Normal School	0.5104 hectares more or less being Section 71 Karori District. All CFR WN1D/434.
Ministry of Education	Kilbirnie School	0.7474 hectares more or less being Sections 143 and 144 Evans Bay District. All CFR WND4/1058.
Ministry of Education	Kimi Ora School	0.0398 hectares more or less being Lot 2 DP 352333. All CFR 214491. 0.0025 hectares more or less being Part Lot 15 DP 861. All GN 803780. 0.0396 hectares more or less being Lot 1 DP 76023. All CFR WN42C/709. 0.0782 hectares more or less being Lots 22 and 24 Deeds Plan 27. All GN 866350.
Ministry of Education	Konini Primary School (Wainuiomata)	5.1375 hectares more or less being Part Sections 5 and 6 Lowry Bay District and Lots 20, 154, 155, 156 and 174 DP 26454. All GN 819749.
Ministry of Education	Korokoro School	0.9025 hectares more or less being Lot 1 DP 327546. All CFR 112042. 0.2529 hectares more or less being Lot 3 DP 29729. All GN 802925. 0.1583 hectares more or less being Part Subdivision 53 of Sections 1 and 2 Hutt District. All Proc 506798.
Ministry of Education	Lyllall Bay Kindergarten	0.0678 hectares more or less being Lot 48 DP 2560. All GN 770177.1.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	Property name	LEGAL DESCRIPTIONS
Ministry of Education	Lyllall Bay School	1.0570 hectares more or less being Section 133 Evans Bay District. All CFR WNC4/955.
Ministry of Education	Makara Model School	2.2258 hectares more or less, being Lot 1 DP 28745. All GN 755195.
Ministry of Education	Maungaraki School	1.3226 hectares more or less being Part Lot 2 DP 24488. All GN 754544.
Ministry of Education	Miramar Central School	2.2506 hectares more or less being Lot 1 DP 4550. All CFR WNE1/607.
Ministry of Education	Miramar North School	1.4680 hectares more or less being Section 45 Watts Peninsula District. All CFR WNC4/963
Ministry of Education	Miramar South School	1.8149 hectares more or less being Part Section 43 Watts Peninsula District. All GN 785792.1.

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

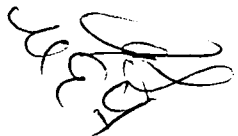
AGENCY	Property name	LEGAL DESCRIPTIONS
Ministry of Education	Mt Cook School (Wellington)	0.0567 hectares more or less being Lots 1 and 2 DP 435. All CFR WN262/238. 0.0150 hectares more or less being Lot 1 DP 5513. All CFR WN289/114. 0.2426 hectares more or less being Part Section 234 Town of Wellington. All GN B517601.1. 0.2065 hectares more or less being Part Sections 234 and 235 Town of Wellington. All Proc 1414. 0.0286 hectares more or less being Part Section 235 Town of Wellington. All CFR WN406/255. 0.0666 hectares more or less being Parts Section 236 Town of Wellington. All Proc 4908. 0.0527 hectares more or less being Part Sections 234 and 235 Town of Wellington. All CFR WN340/226. 0.0611 hectares more or less being Part Section 235 Town of Wellington. All Proc 1679. 0.0291 hectares more or less being Part Section 236 Town of Wellington. All CFR WN20/215. 0.0569 hectares more or less being Part Sections 235 and 236 Town of Wellington. All CFR WN45/56. 0.0228 hectares more or less being Lots 1 & 2 DP 7329 and Part Section 235 Town of Wellington. All CFR WN6/42. 0.0547 hectares more or less being Parts Section 236 Town of Wellington. All T. 272317.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	Property name	LEGAL DESCRIPTIONS
Ministry of Education	Muritai School	0.0397 hectares more or less being Part Lot 3 DP 1254. All CFR WN316/166. 0.0438 hectares more or less being Lot 2 DP 1254. All CFR WN129/146. 0.0890 hectares more or less being Lot 1 DP 1254 and Lot 45 DP 1256. All CFR WN466/28. 0.0445 hectares more or less being Lot 46 DP 1256. All CFR WN407/88. 0.0445 hectares more or less being Lot 47 DP 1256. All CFR WN367/168. 0.0890 hectares more or less being Lots 48 and 49 DP 1256. All CFR WN142/26. 0.0445 hectares more or less being Lot 50 DP 1256. All CFR WN136/250. 0.0212 hectares more or less being Lot 2 DP 12024. All Proc 4401. 0.0265 hectares more or less being Lot 1 DP 12024. All CFR WN479/137. 0.0874 hectares more or less being Lots 13 and 14 DP 1254. All CFR WN436/10. 0.0453 hectares more or less being Lot 39 DP 1256. All Proc 458028. 0.0445 hectares more or less being Lot 40 DP 1256. All CFR WN132/271. 0.0445 hectares more or less being Lot 41 DP 1256. All CFR WN239/149. 0.0480 hectares more or less being Lot 42 and Part Lot 43 DP 1256. All Proc 458751. 0.0411 hectares more or less being Part Lot 43 DP 1256. All CFR WN526/170. 0.0445 hectares more or less being Lot 44 DP 1256. All CFR WN132/223. 0.0506 hectares more or less being Part Sections 37 and 39 Harbour District. All GN A008958. 0.0506 hectares more or less being Part Sections 37 and 39 Harbour District. All GN A008964.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	Property name	LEGAL DESCRIPTIONS
		<p>0.0506 hectares more or less being Part Sections 37 and 39 Harbour District. All GN 984203.</p> <p>0.0506 hectares more or less being Part Sections 37 and 39 Harbour District. All GN 976734.</p> <p>0.3655 hectares more or less being Lot 3 DP 4761. All CFR WN277/87.</p> <p>0.2023 hectares more or less being Part Sections 37 and 39 Harbour District. All CFR WN120/276.</p>



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	Property name	LEGAL DESCRIPTIONS
Ministry of Education	Newlands Intermediate	14.8813 hectares more or less being Part Sections 24 and 38 Paparangi Settlement. All Proc 646530. 1.0789 hectares more or less being Part Section 39 Paparangi Settlement. All GN 706396. 0.0556 hectares more or less being Section 57 Paparangi Settlement. All GN 507525.2.
Ministry of Education	Newtown Kindergarten	0.1198 hectares more or less being Part Town Belt as shown D on SO 3644. All Gazette 1945 pages 969 and 1121.
Ministry of Education	Newtown School	0.8888 hectares more or less being Section 1241 Town of Wellington. All CFR WNC4/967. 0.0230 hectares more or less being Lot 16 DP 728. All GN 211120.1. 0.0230 hectares more or less being Lot 17 DP 728. All GN 363796.1. 0.0233 hectares more or less being Lot 18 DP 728. All GN A021842.
Ministry of Education	Normandale School	1.8448 hectares more or less being Lots 1, 5 and 6 DP 29657. All GN 418477.1.
Ministry of Education	Northland School	0.5569 hectares more or less being Sections 73 and 74 Karori District. All CFR WNC4/962.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	Property name	LEGAL DESCRIPTIONS
Ministry of Education	Onslow College	3.5657 hectares more or less being Part Lot 1 DP 15239. All CFR 222212 5.1200 hectares more or less being Lot 2 DP 303169. All CFR 12584
Ministry of Education	Otari School	0.9303 hectares more or less being Parts Lots 1 and 2 DP 3674. Balance GN 5846443.1.
Ministry of Education	Owhiro Bay School	0.0670 hectares more or less being Lot 1 DP 20891. All Proc 558840. 1.1840 hectares more or less being Part Lot 1 DP 8023. Balance CFR WN369/92. 0.5153 hectares more or less being Section 1 SO 25608. All GN 597320.
Ministry of Education	Oxford Crescent School	2.4281 hectares more or less being Part Section 120 Hutt District. All Proc 3914.
Ministry of Education	Petone Central School	0.1906 hectares more or less being Part Section 5 Hutt District. Balance CFR WN100/80.
Ministry of Education	Petone Kindergarten	0.1055 hectares more or less being Lot 2 DP 48396. All GN 277466.1.
Ministry of Education	Pukeatua Primary School (Wainuiomata)	2.2673 hectares more or less being Section 1 SO 23643. All Proc 5673, 0.0202 hectares more or less being Lot 11 DP 21255. All Proc 468823.
Ministry of Education	Randwick School	1.5935 hectares more or less being Part Section 2 Pitt Settlement. Balance CFR WN396/73.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	Property name	LEGAL DESCRIPTIONS
Ministry of Education	Raroa Intermediate School	1.7428 hectares more or less being Lot 2 DP 15239. All GN 467630.1. 1.3086 hectares more or less being Part Subdivision 19B of Section 7 Porirua District. All Proc 3864. 0.6924 hectares more or less being Part Section 6 Porirua District. All Proc 4714.
Ministry of Education	Ridgway School	0.9805 hectares more or less being Section 34 Owhiro District. All CFR WND4/1057.
Ministry of Education	Rongotai College	2.7567 hectares more or less being Parts Section 8 Evans Bay District. All Proc. 515515. 2.7514 hectares more or less being Part Lots 1 and 2 DP 4183. All Proc 3127. 4.1897 hectares more or less being Lots 5 and 6 DP 7634, Lot 9 DP 7728, Lot 1 DP 7738 and Lot 1 DP 8866. All Proc. 439398.
Ministry of Education	Roseneath School	0.5767 hectares more or less being Section 158 Evans Bay District. All CFR WN8B/939.
Ministry of Education	Seatoun School	2.6948 hectares more or less being Section 1 SO 38122 and Section 1 SO 356189. All CFR 332446.
Ministry of Education	Strathmore Park Kindergarten	0.1172 hectares more or less being Lot 9 DP 15452. All Proc 4919.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	Property name	LEGAL DESCRIPTIONS
Ministry of Education	Strathmore Park School	1.6722 hectares more or less being Part Section 46 Watts Peninsula District. All CFR WN7A/1342
Ministry of Education	Te Aro School	1.0891 hectares more or less being Section 434 and Part Sections 432 and 433 Town of Wellington. Balance GN B492166.2.
Ministry of Education	Te Kura Kaupapa Maori O Nga Mokopuna	0.8398 hectares more or less being Lot 1 DP 352046. All CFR 213487.
Ministry of Education	Te Kura Kaupapa Maori O Te Ara Whanui	3.7870 hectares more or less being Part Subdivisions 5, 6, 7A, 7B1, 8A, 8B, 9A and 9B of Section 16 Hutt District. All CFR WN45C/361.
Ministry of Education	Thorndon School	0.0354 hectares more or less being Lot 1 Plan A/2947. All GN 330502.1. 0.0691 hectares more or less being Lot 11 and Part Lot 13 Deeds Plan 27. All Proc 556428. 0.0744 hectares more or less being Lot 1 DP 4659 and Lot 1 DP 5443. All GN 902102. 0.0349 hectares more or less being Lot 17 Deeds Plan 27. All GN 753861. 0.0349 hectares more or less being Lot 1 DP 5859. All CFR WN294/101. 0.0445 hectares more or less being Part Lot 1 Plan A/648. All GN 843908. 0.0724 hectares more or less being Part Lots 10, 11 and 12 DP 861. All CFR WN441/283. 0.0543 hectares more or less being Part Lots 11 and 12 DP 861. All GN 960124.1.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	Property name	LEGAL DESCRIPTIONS
Ministry of Education	Wadestown School	1.3284 hectares more or less being Section 16 Kaiwharawhara District. All CFR vWNC4/964.
Ministry of Education	Wainuiomata High School	7.5651 hectares more or less being Lot 91 DP 29623. All GN 790049.
Ministry of Education	Wainuiomata Intermediate School	4.0288 hectares more or less being Lots 28, 29, 30, 31, 32, 33, 34, 35, 36, 37 and 38 DP 21094. All CFR 45705.
Ministry of Education	Wainuiomata School	0.8959 hectares more or less being Part Section 2 Wainuiomata District and Lots 1, 2, 3, 4, 5, 6, 7 and Part Lot 107 DP 13255. Balance GN 090461.1. 0.1012 hectares more or less being Part Section 2 Wainuiomata District. All Proc 872296.
Ministry of Education	Wellington College & Wellington East Girl's College	24.0363 hectares more or less Part Section 1078 Town of Wellington and Part Town Belt. All GN 096525.1. 0.0369 hectares more or less being Part Section 749 Town of Wellington. Gazette 1984 page 5247. 0.0058 hectares more or less being Section 1208 Town of Wellington. Gazette 1985 page 1090. 0.0094 hectares more or less being Part Section 749 Town of Wellington. Gazette 1957 page 2084. 0.0094 hectares more or less being Section 1207 Town of Wellington. Gazette 1958 page 171.

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	Property name	LEGAL DESCRIPTIONS
Ministry of Education	Wellington Girls' College	1.3284 hectares more or less being Section 16 Kaiwharawhara District. All CFR WNC4/964. 0.0273 hectares more or less being Part Section 584 Town of Wellington. All Proc 4947. 0.0356 hectares more or less being Lots 1, 2 and 3 DP 6786. All Proc 3803. 0.2795 hectares more or less being Part Section 595 Town of Wellington. All CFR WN287/169. 0.2023 hectares more or less being Part Reserve 2 Town of Wellington. All CFR WN1/205. 0.0840 hectares more or less being Part Lot 1 Plan A/1655. Balance Proc 3545. 0.0964 hectares more or less being Part Lot 1 Plan A/1655. All Proc 3559. 0.0026 hectares more or less being Part Section 595 Town of Wellington. All Gazette 1963 page 295. 0.1037 hectares more or less being Part Reserve 2 Town of Wellington. All Proc 516721. 0.0961 hectares more or less being Part Reserve 2 Town of Wellington. All Proc 4931. 0.1662 hectares more or less being Part Sections 585, 586 and 595 Town of Wellington. All CFR WN401/294. 0.0195 hectares more or less being Lot 1 DP 6748. All GN 769737. 0.0200 hectares more or less being Lot 2 DP 6748. All GN 781992.1. 0.0357 hectares more or less being Lot 9 DP 861. All GN 816120. 0.0486 hectares more or less being Part Lots 1 and 8 DP 861. All GN 843902. 0.0271 hectares more or less being Part

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	Property name	LEGAL DESCRIPTIONS
		<p>Lots 1, 2 and 8 DP 861. All Proc 5205. 0.0483 hectares more or less being Part Lots 1 and 2 DP 861. All GN 784567. 0.0843 hectares more or less being Closed Road as shown on SO 25534. All Proc 575531. 0.0329 hectares more or less being Lot 1 DP 808. All Proc 5178. 0.1752 hectares more or less being Lot 1 DP 10348, Parts Lot 2 DP 9787, Part Lot 1 Plan A/1202 and Lot 1 DP 9787. All GN 857207. 0.0169 hectares more or less being Part Section 585 Town of Wellington. All Proc 4544. 0.0156 hectares more or less being Lot 1 Deeds Plan 590. All Proc 450145. 0.0112 hectares more or less being Lot 2 Deeds Plan 590. All Proc 5353. 0.0120 hectares more or less being Lot 3 Deeds Plan 590. All Proc 474444. 0.0117 hectares more or less being Lot 4 Deeds Plan 590. All Proc 476855. 0.0118 hectares more or less being Lot 5 Deeds Plan 590. All Proc 479955. 0.0117 hectares more or less being Lot 6 Deeds Plan 590. All CFR WN562/149. 0.0115 hectares more or less being Lot 7 Deeds Plan 590. All CFR WN560/79.</p>
Ministry of Education	Wellington High School & Com Ed Centre	<p>0.3467 hectares more or less being Part Section 88 Town of Wellington. Balance Proc 3069. 0.8241 hectares more or less being Sections 86 and 87 Town of Wellington. All Proc 3068. 0.2717 hectares more or less being Section 1232 Town of Wellington. All CFR WN46C/568. 1.7354 hectares more or less being Lot 2</p>

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	Property name	LEGAL DESCRIPTIONS
		<p>DP 357528. All CFR 233798. 0.4395 hectares more or less being Section 1 SO 36519. All Gaz 1994 p.2705. 0.0200 hectares more or less being Section 3 SO 35143. All CFR WN44A/219. 0.0819 hectares more or less being Section 1 SO 35143. All CFR WN42D/428. 0.0299 hectares more or less being Section 1 SO 18142. All CFR WN46B/545. 0.0244 hectares more or less being Part Lot 1 DP 62. All GN 745246. 0.0331 hectares more or less being Part Lot 1 DP 62. All Proc 4918. 0.1770 hectares more or less being Lots 2, 3, 4 and Part Lot 5 DP 62. All Proc 566091. 0.0601 hectares more or less being Lot 1 DP 10867. All Proc 569534. 0.1181 hectares more or less being Lot 2 DP 10867 and Part Lots 5 and 6 DP 62. Part GN 712889. 0.1649 hectares more or less Parts Sections 83 and 84 Town of Wellington. All Proc 5739. 0.0147 hectares more or less being Part Section 83 Town of Wellington. All Proc 436214. 0.0156 hectares more or less being Part Section 83 Town of Wellington. All Proc 527449. 0.0137 hectares more or less being Part Section 83 Town of Wellington. All Proc 530463. 0.0351 hectares more or less being Part Section 83 Town of Wellington. All Proc 461683. 0.0416 hectares more or less being Part Lot 1 A/732. Balance Proc 533830. 0.1019 hectares more or less being Lot 1 A/303 and Part Section 83 Town of</p>

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	Property name	LEGAL DESCRIPTIONS
		Wellington. All GN A031065. 0.0284 hectares more or less being Part Section 83 Town of Wellington. All GN 115512.1. 0.0230 hectares more or less being Part Section 83 Ton of Wellington. All GN A024179. 0.1027 hectares more or less being Subdivision 3 of Section 83 Town of Wellington. D.I. 31/753. (Note: Massey University Conservatorium of Music and Marae are located on Lot 2 DP 357528 within this Wellington High School site)
Ministry of Education	West Park School	1.8687 hectares more or less being Part Wiremutaone 8 Subdivision 28. All CFR WN594/55.
Ministry of Education	Wharehoa Kindergarten	0.0490 hectares more or less being Lot 78 DP 51. All CFR WN60/12.
Ministry of Education	Wilford School	2.0007 ha more or less being Part Section 19 Block XIX Wilford Settlement. All Proc 438873.
Ministry of Education	Worser Bay School	0.5013 hectares more or less being Section 44 Watts Peninsula District. All CFR WNC4/960.
New Zealand Defence Force	HMNZS Olphert	0.4047 hectares more or less being Section 90 Town of Wellington. All Gazette 1985 page 4089. 0.0409 hectares more or less being Part Section 89 Town of Wellington. All Gazette 1986 page 3318

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	Property name	LEGAL DESCRIPTIONS
New Zealand Defence Force	Watts Peninsula	75.8500 hectares approximately being Part Sections 1 and 2 and Parts Section 3 Watts Peninsula District and Part Point Halswell Military Reserve. Balance Proc 55. (Subject to survey)
Ministerial Services	Ministerial residence	0.0563 hectares more or less being Section 9 SO 36509. Part GN B107057.1.
Ministerial Services	Ministerial residence	0.0618 hectares more or less being Lot 3 DP 12272. All GN 406433.1.
Ministerial Services	Ministerial residence	0.0932 hectares more or less being Part Lot 32 DP 2644. All GN 662243.
Ministerial Services	Ministerial residence	0.0520 hectares more or less being Lot 5 DP 10706. All GN 878278.
Archives New Zealand	National Archives	0.5466 hectares, more or less, being section 1257 Town of Wellington. All CFR WN 34D/86.
National Library	National Library	0.5566 hectares, more or less, being Section 2 SO 36509. All CFR WN 39D/608.
OnTrack		4.1765 hectares approximately being Part Lot 1 DP 17895 and Part Lot 1 DP 10550. Balance CFR WN53C/751 excluding the Wellington Railway Station and the Railway Social Hall. Subject to final survey.

Massey University First Right of Refusal Properties

AGENCY	Property name	LEGAL DESCRIPTION	ADDRESS
Massey University	Massey University (Wellington campus)	0.0262 hectares more or less being Part Lot 4 Deeds Plan 171. All GN 063136.1.	3 Wallace St - main campus
Massey University		0.0512 hectares more or less being Lots 5 and 6 Deeds Plan 171. All GN 725949.	
Massey University		0.0256 hectares more or less being Lot 8 Deeds Plan 171. All Proc 568913.	
Massey University		0.0323 hectares more or less being Lot 9 Deeds Plan 171. All GN 648966.	
Massey University		0.0293 hectares more or less being Lot 10 Deeds Plan 174. All GN 286992.1.	
Massey University		0.0228 hectares more or less being Part Lots 7 and 8 Deeds Plan 174. All GN 278760.1.	
Massey University		0.0159 hectares more or less being Part Lots 7 and 8 Deeds Plan 174. All GN 054490.1.	
Massey University		0.0147 hectares more or less being Part Lot 9 Deeds Plan 174. All GN 111175.1.	
Massey University		0.0142 hectares more or less being Part Lot 9 Deeds Plan 174. All GN 087426.1.	
Massey University		0.2395 hectares more or less being Part Lots 1 and 3 Deeds Plan 514, Lots 8 and 9 DP 510, Lot 1 DP 5164 and Part Sections 713 and 719 Town of Wellington. All GN 648966.	
Massey University		0.0244 hectares more or less being Lot 23 and Part Lot 22 DP 425. All GN 056663.1.	
Massey University		0.0795 hectares more or less being Lot 1 Plan A/1245 and Lot 2 DP 5164. All GN B018179.1.	
Massey University		0.0493 hectares more or less being Part Section 717 Town of Wellington. All GN 977863.	

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	Property name	LEGAL DESCRIPTION	ADDRESS
Massey University		0.0149 hectares more or less being Part Section 717 Town of Wellington. All GN 778864.	
Massey University		0.0147 hectares more or less being Part Section 717 Town of Wellington. All GN 783793.	
Massey University		0.0324 hectares more or less being Part Section 717 Town of Wellington. All Gaz 1979 page 3132.	
Massey University		0.2030 hectares more or less being Lots 1, 2 and 3 DP 7912 and Part Section 718 Town of Wellington. All GN 754832.	
Massey University		0.0501 hectares more or less being Part Section 718 Town of Wellington. All GN 857404.	
Massey University		0.0519 hectares more or less being Part Section 718 Town of Wellington. All GN 267327.1.	
Massey University		0.0759 hectares more or less being Part Section 718 Town of Wellington. All GN 779762.	
Massey University		0.0165 hectares more or less being Lot 1 DP 7231. All K 34396.	
Massey University		0.0121 hectares more or less being Lot 1 DP 23939. All GN 053521.1.	
Massey University		0.1105 hectares more or less being Lot 10 DP 566. All GN 779761.	
Massey University		0.2956 hectares more or less being Lots 1 and 2 DP 10867, Lots 1 and 2 DP 6765, Part Lot 11 DP 566 and Lot 7 Deeds Plan 171. All GN 712889.	
Massey University		0.0518 hectares more or less being Lots 3 and 4 DP 6765. All GN 605010.	
Massey University		0.0149 hectares more or less being Lot 1 DP 11564. All GN 053509.1.	
Massey University		0.0224 hectares more or less being Lot 2 DP 11564. All GN 120951.1.	
Massey University		0.0408 hectares more or less being Lot 1 DP 9798. All GN 651867.	

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	Property name	LEGAL DESCRIPTION	ADDRESS
Massey University		0.0283 hectares more or less being Lot 2 DP 9798. All GN 617094.	
Massey University	Student Centre and part of Block 5	0.6066 hectares more or less being Section 1 SO 17042. All CFR WN39D/502.	
Massey University	School of Music and Marae	1.7354 hectares more or less being Lot 2 DP 357528. All CFR 233798. Note: This site falls within the Wellington High School site.	
Massey University	main campus	0.0379 hectares more or less being Part Section 713 Town of Wellington. All GN 651065.	
Massey University		0.7026 hectares more or less being Part Sections 691, 710 and 711 Town of Wellington. All Proc 3176.	
Massey University		0.3451 hectares more or less being Section 1443 Town of Wellington.	
Massey University		0.0330 hectares more or less being Part Section 719 Town of Wellington. All GN A014137.	
Massey University	Recreation Centre	0.0795 hectares more or less being Lot 1 Plan A/1245 and Lot 2 DP 5164. All GN B018179.1.	
Massey University		0.0298 hectares more or less being Lot 17 DP 855. All CFR WN38B/402.	60 Tasman St
Massey University	carparks etc	0.5786 hectares more or less being Lot 6 and Part Lots 1, 2 and 7 DP 1776, Lot 4 DP 25744, Lot 1 DP 50467 and Lot 3 DP 59266. All CFR WN38B/403.	20 King St
Massey University	Psychology clinic	0.0702 hectares more or less being Lot 1 and Part Lot 2 DP 25744. All CFR WN38B/404.	24 King St

Victoria University of Wellington First Right of Refusal Properties

AGENCY	Property name	LEGAL DESCRIPTION	ADDRESS
Victoria University of Wellington		0.0476 hectares more or less being Lot 1 DP 20181. All CFR WN794/92.	49 Rawhiti Tce
Victoria University of Wellington		0.9760 hectares more or less being Lots 5, 6, 7, 8, 10, 11, 12, 13, 14, 15 and 16 and Part Lots 17 and 18 Block I DP 1105, Lot 2 DP 15212, Lot 2 DP 20181 and Section 1 SO 31390. All CFR WN38B/258.	22-50 Kelburn Pde 7 - 11 Glasgow St
Victoria University of Wellington		0.7939 hectares more or less being Lots 7, 8, 9, 10 and 11 and Part Lots 12, 13, 14, 15, 16, 17 and 19 Block II DP 1185 and Lots 1 and 2 DP 6583. All CFR WN38B/255.	65-85 Kelburn Pde 86 - 94 Fairlie Tce
Victoria University of Wellington		0.0632 hectares more or less being Lot 4 Block I DP 1105. All CFR WN144/99.	20 Kelburn Pde
Victoria University of Wellington		0.1957 hectares more or less being Lots 2 and 3 and Part Lot 1 Block I DP 1105. All CFR WN38B/257.	14 - 18 Kelburn Pde
Victoria University of Wellington		0.0660 hectares more or less being Lot 6 and Part Lot 4 Block II DP 1185. All CFR WN6A/170.	84 Fairlie Tce
Victoria University of Wellington		0.2356 hectares more or less being Lot 2 DP 83302. All CFR WN50B/538.	76-78 Fairlie Tce
Victoria University of Wellington		0.4830 hectares more or less being Lots 8, 9, 10, 14 and 15 Block V DP 1185, Lots 1, 2 and 3 DP 6967 and Lot 2 DP 30686. All CFR WN38B/256.	73 - 85 Fairlie Tce 89 - 93 Kelburn Pde
Victoria University of Wellington		0.3641 hectares more or less being Part Sections 10 Owhiro District. All GN 871060.	1 Holloway Rd
Victoria University of Wellington		0.4515 hectares more or less being Lots 3 and 4 DP 12439 and Lot 1 DP 15665. All CFR WN38B/242.	396-402 The Esplanade, Island Bay - MARINE

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	Property name	LEGAL DESCRIPTION	ADDRESS
			SCIENCE CENTRE
Victoria University of Wellington		0.0814 hectares more or less being Lot 1 DP 11429. All CFR WN38B/248.	33 Salamanca Rd
Victoria University of Wellington		0.1121 hectares more or less being Lots 8 and 9 DP 6205. All CFR WN38B/247.	43 - 45 Salamanca Rd
Victoria University of Wellington		0.7762 hectares more or less being Lots 19, 20, 24 and 25 DP 6205. All CFR WN19D/916.	1A Gladstone Tce - WEIR HOUSE
Victoria University of Wellington		0.0697 hectares more or less being Lot 9 DP 10742. All CFR WN38B/244.	2 Clermont Tce
Victoria University of Wellington		0.0718 hectares more or less being Lot 10 DP 10742. All CFR WN20A/133.	4 Clermont Tce
Victoria University of Wellington		0.2677 hectares more or less being Lot 17 DP 6205, Lots 1 and 2 DP 8995 and Lots 1 and 2 DP 31820. All CFR WN38B/246.	37 - 47 Everton Tce
Victoria University of Wellington		0.0589 hectares more or less being Lot 2 DP 4255. All CFR WN38B/260.	6 Kelburn Pde
Victoria University of Wellington		0.4049 hectares more or less being Lots 1, 2, 3, 4, 5, 6, 7 and 8 DP 8805. All CFR WN38B/253.	2 - 16 Waiteata Rd
Victoria University of Wellington		0.1635 hectares more or less being Lots 3 and 4 DP 1914 and Lots 1, 2, 3, 4 and 5 DP 2539. All CFR WN38B/262.	28 - 40 Adams Tce
Victoria University of Wellington		0.3391 hectares more or less being Lots 31, 32, 33, 36, 37 and 38 and Part Lots 34 and 35 DP 827. All CFR WN38B/263.	53 - 69 Fairlie Tce
Victoria University of Wellington		0.0397 hectares more or less being Lot 30 DP 827. All CFR WN532/134.	71 Fairlie Tce - CRECHE
Victoria University of Wellington		0.1888 hectares more or less being Lots 6, 7, 8, 9, 10, 11 and 14 DP 2847. All CFR WN38B/259.	2 - 16 Landcross St 51 Fairlie Tce

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	Property name	LEGAL DESCRIPTION	ADDRESS
Victoria University of Wellington		0.0489 hectares more or less being Lot 23 DP 2847. All CFR WN305/129.	5 Landcross St
Victoria University of Wellington		0.3513 hectares more or less being Lots 18, 19, 20, 21, 22, 24 and 25 DP 2847. All CFR WN38B/261.	1-3, 7-15 Landcross St

<p>Wellington Institute of Technology First Right of Refusal Properties</p>
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AGENCY	Property name	LEGAL DESCRIPTION	ADDRESS
Wellington Institute of Technology		0.4279 hectares more or less being Lots 1, 2, 3, 4, 5, 6, 7 and 8 DP 14552. All CFR WN38B/588.	10 Udy Street
Wellington Institute of Technology		0.0566 hectares more or less being Lot 5 DP 8102. All CFR WN40A/552.	9 Kensington Avenue
Wellington Institute of Technology		0.6526 hectares more or less being Section 1 SO 24800 and Lots 8, 10, 12, 13, 14 and 15 DP 8102. All CFR WN40A/551.	11 Kensington Avenue
Wellington Institute of Technology		0.1100 hectares more or less being Lots 6 and 7 DP 8102. All CFR WN40A/553.	11 Kensington Avenue
Wellington Institute of Technology		0.0458 hectares more or less being Lot 16 DP 8102. All CFR WN404/112.	11 Kensington Avenue
Wellington Institute of Technology		0.0493 hectares more or less being Lot 17 DP 8102. All CFR WN405/39.	11 Kensington Avenue
Wellington Institute of Technology		0.0595 hectares more or less being Lot 11 DP 8102. All CFR WN40A/554.	11 Kensington Avenue
Wellington Institute of Technology		0.0579 hectares more or less being Lot 9 DP 8102. All CFR WN38B/836.	11 Kensington Avenue
Wellington Institute of Technology		0.0494 hectares more or less being Lot 18 DP 8102. All CFR WN38B/837.	11 Kensington Avenue
Wellington Institute of Technology		0.0636 hectares more or less being Lot 50 DP 8102. All GN 318801.1.	24 Kensington Avenue

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	Property name	LEGAL DESCRIPTION	ADDRESS
Wellington Institute of Technology		0.0636 hectares more or less being Lot 51 DP 8102. All CFR WN407/297.	26 Kensington Avenue
Wellington Institute of Technology		0.0757 hectares more or less being Lot 52 DP 8102. All CFR WN40A/978.	28 Kensington Avenue
Wellington Institute of Technology		0.0496 hectares more or less being Lot 19 DP 8102. All CFR WN40B/355.	37 Kensington Avenue
Wellington Institute of Technology		0.2073 hectares more or less being Part Lots 141, 142 and 143 DP 1232. Part Proc 3912.	9-A Elizabeth Street
Wellington Institute of Technology		0.1013 hectares more or less being Part Lot 141 DP 1232. All GN 782006.1.	9-A Elizabeth Street
Wellington Institute of Technology		0.0774 hectares more or less being Part Lot 142 DP 1232. All GN 782006.2.	9-A Elizabeth Street
Wellington Institute of Technology		0.0772 hectares more or less being Part Lot 143 DP 1232. All CFR 65530.	13 Elizabeth Street
Wellington Institute of Technology		0.0364 hectares more or less being Lot 144 DP 1232. All CFR 65529.	15 Elizabeth Street
Wellington Institute of Technology		0.1069 hectares more or less being Lot 1 LT 84961. Part CFR WN45C/361.	27 Wakefield Street
Wellington Institute of Technology		0.2698 hectares more or less being Lot 2 DP 53584. All CFR WN38B/589.	27 Wakefield Street
Wellington Institute of Technology		0.1138 hectares more or less being Section 1 SO 28336. All CFR WN38B/590.	126 - 130 Jackson Street

Te Papa Right of First Refusal Properties

AGENCY	Property name	LEGAL DESCRIPTION	ADDRESS
Museum of New Zealand Te Papa Tongarewa	Te Papa building	2.3019 hectares, more or less, being Lot 1 DP 82018, excluding 0.12087 hectares, approximately, as shown hatched on Architectural Plan A(--) 1015, in Part 6 of the documents schedule. Part CFR WN48D/123.	35 - 55 Cable Street Wellington
Museum of New Zealand Te Papa Tongarewa	Off site natural environment and conservations departments	0.2357 hectares more or less being Lot 1 DP 61434. All CFR WN35C/772.	169 Tory Street Wellington
Museum of New Zealand Te Papa Tongarewa	Off site natural environment and conservations departments	0.5105 hectares more or less being Section 1397 Town of Wellington. All CFR WN28B/344.	175 - 179 Tory Street Wellington

State Owned Enterprises: Right of First Refusal Properties

AGENCY	Property name	LEGAL DESCRIPTION	ADDRESS
New Zealand Post	Te Puni Mail Centre	2.2748 hectares more or less being Lot 2 DP 83751. All CFR WN50D/656.	47 The Esplanade, Petone
New Zealand Post	Kilbirnie Post Office	0.2095 hectares more or less being Section 1 SO 35535. All CFR WN34A/180.	62 Bay Road, Kilbirnie, Wellington
New Zealand Post	Manners St Post Office	0.1068 hectares more or less being Section 1 SO 35946. All CFR WN35D/194.	47 Manners Street, Wellington
Transpower New Zealand Ltd		0.2132 hectares more or less being Section 1 SO 25805. All CFR WN33B/960.	Cobham Drive, Wellington
Transpower New Zealand Ltd		0.7110 hectares more or less being Lots 21, 22, 23, 24, 25, 26 and 27 DP 8231. All CFR WN33D/865.	138 - 150 Gracefield Road, Lower Hutt
Transpower New Zealand Ltd		0.3075 hectares more or less being Part Lot 10 DP 10508 and Sections 1 and 2 SO 25047. All CFR WN 38A/542.	102 Nairn Street, Brooklyn, Wellington
Transpower New Zealand Ltd		0.0751 hectares more or less being Lot 22 DP 32081. All CFR WN38D/489.	8 Admiralty Street, Chartwell, Wellington
Transpower New Zealand Ltd		0.0812 hectares more or less being Lot 60 DP 32081. All CFR WN38D/490.	7 Admiralty Street, Chartwell, Wellington
Transpower New Zealand Ltd		0.0713 hectares more or less being Lot 61 DP 32081. All CFR WN38D/491.	5 Admiralty Street, Chartwell, Wellington
Transpower New Zealand Ltd		0.0572 hectares more or less being Lot 81 DP 32081. All CFR WN38D/492.	6 Admiralty Street, Chartwell, Wellington
Transpower New Zealand Ltd		0.0440 hectares more or less being Lot 64 DP 32081. All CFR WN38D/493.	10 Admiralty Street, Chartwell, Wellington
Transpower New Zealand Ltd		0.0529 hectares more or less being Lot 79 DP 32081. All CFR WN51D/912.	13 Admiralty Street, Chartwell, Wellington

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Capital and Coast District Health Board Properties

AGENCY	Property name	LEGAL DESCRIPTION
Capital and Coast District Health Board	Main Campus bounded by Riddiford St, Mein St, Te Hopai Home, Govt. House, Hospital Rd & Adelaide Rd (excluding shops fronting Adelaide Rd/John St/ Riddiford St intersections)	0.0063 hectares more or less being Part Lot 2 DP 683. All CFR WN119/281.
		0.0324 hectares more or less being Lot 5 DP 869. All CFR WN120/180.
		0.0324 hectares more or less being Lot 9 DP 869. All CFR WN123/259.
		0.0324 hectares more or less being Lot 3 DP 869. All CFR WN126/293.
		0.0324 hectares more or less being Lot 14 and Part Lot 13 DP 869. All CFR WN132/102.
		0.0324 hectares more or less being Lot 4 DP 869. All CFR WN133/196.
		0.0010 hectares more or less being Part Section 766 Town of Wellington. All CFR WN138/16.
		0.0331 hectares more or less being Part Section 768 Town of Wellington. All CFR WN151/127.
		0.0197 hectares more or less being Part Lot 2 DP 683. All CFR WN158/185.
		0.0195 hectares more or less being Part Section 767 Town of Wellington. All CFR WN162/194.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	Property name	LEGAL DESCRIPTION
		0.0255 hectares more or less being Part Lot 7 DP 683. All CFR WN167/224.
		0.0255 hectares more or less being Part Lot 7 DP 683. All CFR WN167/225.
		0.0255 hectares more or less being Part Lot 7 DP 683. All CFR WN167/226.
		0.1020 hectares more or less being Lot 1 DP 45654. All CFR WN17A/632.
		0.8496 hectares more or less being Part Sections 761, 762 and 763 Town of Wellington. All CFR WN182/297.
		0.0687 hectares more or less being Section 1400 Town of Wellington. All CFR WN27C/801.
		0.0282 hectares more or less being Section 1401 Town of Wellington. All CFR WN27C/802.
		0.0250 hectares more or less being Lot 1 DP 5735. All CFR WN293/14.
		0.0147 hectares more or less being Lots 2 and 9 DP 6013. Balance CFR WN300/55.
		0.0152 hectares more or less being Lot 7 DP 6013. Balance CFR WN300/57.
		0.0144 hectares more or less being Lots 6 and 13 DP 6013. Balance CFR WN318/38.
		0.0298 hectares more or less being Lot 2 DP 5735. All CFR WN326/246.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	Property name	LEGAL DESCRIPTION
		0.3657 hectares more or less being Lot 2 DP 7238. All CFR WN328/177.
		0.0622 hectares more or less being Lot 1 DP 7238. All CFR WN328/178.
		0.0516 hectares more or less being Lot 10 DP 362. All CFR WN347/260.
		0.2471 hectares more or less being Lot 4 Deeds Plan 362 and Part Section 769 Town of Wellington. All CFR WN347/261.
		0.0357 hectares more or less being Lot 8 Deeds Plan 362. All CFR WN347/262.
		0.0357 hectares more or less being Lot 1 Deeds Plan 362. All CFR WN347/263.
		0.0357 hectares more or less being Lot 5 Deeds Plan 362. All CFR WN347/264.
		0.0357 hectares more or less being Lot 3 Deeds Plan 362. All CFR WN347/265.
		0.0357 hectares more or less being Lot 6 Deeds Plan 362. All CFR WN347/266.
		0.0357 hectares more or less being Lot 2 Deeds Plan 362. All CFR WN347/267.
		0.0357 hectares more or less being Lot 7 Deeds Plan 362. All CFR WN347/268.
		0.0356 hectares more or less being Lot 1 DP 7493. All CFR WN358/98.

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	Property name	LEGAL DESCRIPTION
		0.0132 hectares more or less being Part Lot 1 DP 6013. All CFR WN38D/602.
		0.0145 hectares more or less being Lots 3 and 10 DP 6013. All CFR WN395/226.
		0.0164 hectares more or less being Lot 2 DP 6851. All CFR WN408/121.
		0.2974 hectares more or less being Part Section 766 Town of Wellington. All CFR WN45C/359.
		5.4301 hectares more or less being Part Hospital Reserve and Sections 1 and 4 SO 19605. All CFR WN474/9.
		0.2404 hectares more or less being Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 and Part Lot 1 DP 1846. All CFR WN54D/958.
		0.0069 hectares more or less being Section 1362 Town of Wellington. All CFR WN56A/679.
		0.0304 hectares more or less being Part Lot 1 DP 683. All CFR WN75/150.
		0.0417 hectares more or less being Lot 5 DP 683. All CFR WN75/151.
		0.0405 hectares more or less being Lot 6 DP 683. All CFR WN75/284.
		0.0303 hectares more or less being Part Lots 4 and 5 DP 6013. All CFR WN750/69.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	Property name	LEGAL DESCRIPTION
		0.0130 hectares more or less being Lots 8, 9, 10, 11, 12 and 13 and Part Lots 1, 2, 3, 4, 5, 6 and 7 DP 6013. All CFR WN750/70.
		0.0159 hectares more or less being Lot 1 DP 6851. All CFR WN776/86.
		0.0324 hectares more or less being Lot 11 DP 869. All CFR WN92/268.
		0.0324 hectares more or less being Lot 12 DP 869. All CFR WN92/269.
		0.0324 hectares more or less being Lot 6 DP 869. All CFR WN93/166.
		0.0324 hectares more or less being Lot 10 DP 869. All CFR WN93/169.
		0.0314 hectares more or less being Parts Lot 13 DP 869. All CFR WN93/257.
		0.0324 hectares more or less being Lot 1 DP 869. All CFR WN95/68.
		0.0324 hectares more or less being Lot 7 DP 869. All CFR WN96/254.
		0.0319 hectares more or less being Lot 8 DP 869. All CFR WN98/28.
Capital and Coast District Health Board	Part main campus (within above boundaries)	0.4300 hectares more or less being Lot 8 DP 85556. All CFR WN53B/680.
Capital and Coast District Health Board	Margaret Stewart House (within above boundaries)	0.2297 hectares more or less being Lot 9 DP 85556. All CFR WN53B/681.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	Property name	LEGAL DESCRIPTION
Capital and Coast District Health Board	Gas de-compression site (within above boundaries)	0.0036 hectares more or less being Lot 1 DP 18430. All CFR WN700/86.
Capital and Coast District Health Board	Egress from main Hospital carpark and access to Te Hopai Home and rear of Government House (within above boundaries)	0.4771 hectares more or less being Part Section 1343 Town of Wellington. All CFR WN54D/564.
Capital and Coast District Health Board	Auxilliary carpark off Hospital Rd (within above boundaries)	0.2647 hectares more or less being Part Sections 1 and 2 SO 36424. All CFR 155004.
Capital and Coast District Health Board	Diabetes Clinic (within above boundaries)	0.0520 hectares more or less being Lot 11 DP 85556. All CFR WN53B/683.
Capital and Coast District Health Board	Blood Centre Building (within above boundaries)	0.3653 hectares more or less being Lot 10 DP 85556. All CFR WN53B/682.
Capital and Coast District Health Board	Opposite main campus in Mein St	0.2300 hectares more or less being Lot 1 DP 48227. All CFR WN19A/402.
Capital and Coast District Health Board	Opposite main campus in Mein St	0.0286 hectares more or less being Lot 1 Plan A/1595. All CFR WN127/122.
Capital and Coast District Health Board	Opposite main campus in Mein St	0.0476 hectares more or less being Lot 1 Plan A/1610. All CFR WN127/131.
Capital and Coast District Health Board	Opposite main campus in Mein St	0.0296 hectares more or less being Part Section 789 Town of Wellington. All CFR WN403/56.
Capital and Coast District Health Board	Ewart Hospital	0.5506 hectares more or less being Lot 1 DP 316137. All CFR 63100.
Capital and Coast District Health Board	Old Parkview Clinic and Creches	0.5001 hectares more or less being Lot 2 DP 316137. All CFR 63101.

NIWA Properties

AGENCY	Property name	LEGAL DESCRIPTION	ADDRESS
National Institute of Water and Atmospheric Research (NIWA)	Alan Building	1.3206 hectares more or less being Section 1 SO 34240. All CFR WN42A/164.	301 Evans Bay Parade, Greta Point, Wellington
National Institute of Water and Atmospheric Research (NIWA)	Brodie Building	1.0213 hectares more or less being Section 2 SO 34240. All CFR WN46C/852.	303 Evans Bay Parade, Greta Point, Wellington

Housing New Zealand Corporation Properties: Right of First Refusal Properties

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 9 DP 86352	54A/389	WOBURN	1218210
Housing NZ Corp	LOT 1 DP 86352	54A/381	WOBURN	1217680
Housing NZ Corp	LOT 7 DP 13231	512/194	LOWER HUTT	2786870
Housing NZ Corp	LOT 7 DP 13231	512/194	LOWER HUTT	2786890
Housing NZ Corp	LOT 7 DP 13231	512/194	LOWER HUTT	2786900
Housing NZ Corp	LOT 7 DP 13231	512/194	LOWER HUTT	2786830
Housing NZ Corp	LOT 7 DP 13231	512/194	LOWER HUTT	2786850
Housing NZ Corp	LOT 7 DP 13231	512/194	LOWER HUTT	2786860
Housing NZ Corp	LOT 7 DP 13231	512/194	LOWER HUTT	2786880
Housing NZ Corp	LOT 7 DP 13231	512/194	LOWER HUTT	2786910
Housing NZ Corp	LOT 7 DP 13231	512/194	LOWER HUTT	2786820
Housing NZ Corp	LOT 7 DP 13231	512/194	LOWER HUTT	2786840
Housing NZ Corp	LOT 7 DP 13231	512/194	LOWER HUTT	2786920
Housing NZ Corp	LOT 17 DP 86352	54A/397	WOBURN	1218280
Housing NZ Corp	LOT 16 DP 86352	54A/396	WOBURN	1218290

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 15 DP 86352	54A/395	WOBURN	1218300
Housing NZ Corp	LOT 12 DP 86352	54A/392	WOBURN	1218140
Housing NZ Corp	LOT 13 DP 86352	54A/393	WOBURN	1218160
Housing NZ Corp	LOT 11 DP 86352	54A/391	WOBURN	1218170
Housing NZ Corp	LOT 8 DP 86352	54A/388	WOBURN	1218190
Housing NZ Corp	LOT 7 DP 86352	54A/387	WOBURN	1217590
Housing NZ Corp	LOT 6 DP 86352	54A/386	WOBURN	1217620
Housing NZ Corp	LOT 5 DP 86352	54A/385	WOBURN	1217640
Housing NZ Corp	LOT 3 DP 86352	54A/383	WOBURN	1217670
Housing NZ Corp	LOT 2 DP 86352	54A/382	WOBURN	1217690
Housing NZ Corp	LOT 4 DP 86352	54A/384	WOBURN	1217700
Housing NZ Corp	LOT 10 DP 86352	54A/390	WOBURN	1218130
Housing NZ Corp	LOT 14 DP 86352	54A/394	WOBURN	1218150
Housing NZ Corp	LOT 4 DP 90671	58C/161	LOWER HUTT	2957730
Housing NZ Corp	LOT 1 DP 90671	58C/158	LOWER HUTT	2957700
Housing NZ Corp	LOT 2 DP 90671	58C/159	LOWER HUTT	2957710
Housing NZ Corp	LOT 2 DP 85420	53B/258	LOWER HUTT	2955730

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 10 DP 15421	755/58	LOWER HUTT	2803640
Housing NZ Corp	LOT 1 DP 85871	53C/656	LOWER HUTT	2801760
Housing NZ Corp	LOT 2 DP 85910	53C/757	LOWER HUTT	2797060
Housing NZ Corp	LOT 4 DP 88350	55D/386	LOWER HUTT	2796930
Housing NZ Corp	LOT 5 DP 88350	55D/387	LOWER HUTT	2796940
Housing NZ Corp	LOT 7 DP 88350	55D/389	LOWER HUTT	2796960
Housing NZ Corp	LOT 1 DP 88350	55D/383	LOWER HUTT	2796970
Housing NZ Corp	LOT 1 DP 88350	55D/383	LOWER HUTT	2797000
Housing NZ Corp	LOT 1 DP 88350	55D/383	LOWER HUTT	2797010
Housing NZ Corp	LOT 2 DP 88350	55D/384	LOWER HUTT	2797030
Housing NZ Corp	LOT 1 DP 85910	53C/756	LOWER HUTT	2797040
Housing NZ Corp	LOT 3 DP 88350	55D/385	LOWER HUTT	2796920
Housing NZ Corp	LOT 159 DP 15345	47D/960	LOWER HUTT	2653020
Housing NZ Corp	LOT 184 DP 15345	F4/221	LOWER HUTT	2646600
Housing NZ Corp	LOT 189 DP 15345	48C/172	LOWER HUTT	2646650
Housing NZ Corp	LOT 151 DP 15344	47D/953	LOWER HUTT	2646370
Housing NZ Corp	LOT 2 DP 85313	53A/981	LOWER HUTT	2573690

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 1 DP 85584	53B/495	LOWER HUTT	2571920
Housing NZ Corp	LOT 2 DP 21748	47D/951	LOWER HUTT	2569440
Housing NZ Corp	LOT 2 DP 84573	52A/843	LOWER HUTT	2563440
Housing NZ Corp	LOT 2 DP 85065	53A/241	LOWER HUTT	2563480
Housing NZ Corp	LOT 1 DP 85197	53A/685	LOWER HUTT	2560280
Housing NZ Corp	LOT 1 DP 72496	40A/408	LOWER HUTT	2558530
Housing NZ Corp	LOT 2 DP 84986	53A/343	LOWER HUTT	2558710
Housing NZ Corp	LOT 1 DP 84573	52A/842	LOWER HUTT	2563430
Housing NZ Corp	LOT 1 DP 84986	53A/342	LOWER HUTT	2558700
Housing NZ Corp	LOT 1 DP 85420	53B/257	LOWER HUTT	2955140
Housing NZ Corp	LOT 3 DP 85584	53B/644	LOWER HUTT	1179810
Housing NZ Corp	LOT 3 DP 85197	53A/687	LOWER HUTT	1173640
Housing NZ Corp	LOT 2 DP 83801	50D/769	LOWER HUTT	3584200
Housing NZ Corp	LOT 4 DP 84573	52A/845	LOWER HUTT	1179900
Housing NZ Corp	LOT 2 DP 85419	53B/256	LOWER HUTT	3584180
Housing NZ Corp	LOT 3 DP 90671	58C/160	LOWER HUTT	2957720
Housing NZ Corp	LOT 2 DP 85871	53C/657	LOWER HUTT	2801770

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 6 DP 88350	55D/388	LOWER HUTT	2796950
Housing NZ Corp	LOT 1 DP 88350	55D/383	LOWER HUTT	2796980
Housing NZ Corp	LOT 1 DP 88350	55D/383	LOWER HUTT	2797020
Housing NZ Corp	LOT 2 DP 85910	53C/757	LOWER HUTT	2797050
Housing NZ Corp	LOT 190 DP 15345	48C/929	LOWER HUTT	2646660
Housing NZ Corp	LOT 162 DP 15345	47D/959	LOWER HUTT	2646400
Housing NZ Corp	LOT 179 DP 15345	48C/928	LOWER HUTT	2646550
Housing NZ Corp	LOT 1 DP 85313	53A/980	LOWER HUTT	2573700
Housing NZ Corp	LOT 2 DP 25111	27C/39	LOWER HUTT	2569380
Housing NZ Corp	LOT 2 DP 84828	52B/557	LOWER HUTT	2556590
Housing NZ Corp	LOT 1 DP 85419	53B/255	LOWER HUTT	2552220
Housing NZ Corp	LOT 2 DP 85197	53A/686	LOWER HUTT	2560270
Housing NZ Corp	LOT 1 DP 85065	53A/240	LOWER HUTT	2563490
Housing NZ Corp	LOT 166 DP 15345	51D/431	LOWER HUTT	2646450
Housing NZ Corp	LOT 1 DP 88350	55D/383	LOWER HUTT	2796990
Housing NZ Corp	LOT 2 DP 85910	53C/757	LOWER HUTT	2797070
Housing NZ Corp	LOT 5 DP 90671	58C/162	LOWER HUTT	2957740

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 156 DP 15345	25D/739	LOWER HUTT	2118690
Housing NZ Corp	LOT 1 DP 15373	46C/344	LOWER HUTT	2560220
Housing NZ Corp	LOT 4 DP 85197	53A/688	LOWER HUTT	1173620
Housing NZ Corp	LOT 1 DP 349860	204065	LOWER HUTT	2955530
Housing NZ Corp	LOT 2 DP 349860	204066	LOWER HUTT	2955540
Housing NZ Corp	LOT 5 DP 349860	204069	LOWER HUTT	2955570
Housing NZ Corp	LOT 3 DP 87721	55A/875	LOWER HUTT	2800090
Housing NZ Corp	LOT 5 DP 87721	55A/877	LOWER HUTT	2800110
Housing NZ Corp	LOT 7 DP 87721	55A/879	LOWER HUTT	2800130
Housing NZ Corp	LOT 8 DP 87721	55A/880	LOWER HUTT	2800140
Housing NZ Corp	PART LOT 2 DP 23719	50C/479	LOWER HUTT	2732900
Housing NZ Corp	PART LOT 2 DP 23719	50C/479	LOWER HUTT	2732920
Housing NZ Corp	PART LOT 2 DP 23719	50C/479	LOWER HUTT	2732950
Housing NZ Corp	PART LOT 2 DP 23719	50C/479	LOWER HUTT	2732970
Housing NZ Corp	PART LOT 2 DP 23719	50C/479	LOWER HUTT	2732980
Housing NZ Corp	PART LOT 2 DP 23719	50C/479	LOWER HUTT	2732790
Housing NZ Corp	PART LOT 2 DP 23719	50C/479	LOWER HUTT	2732800

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	PART LOT 2 DP 23719	50C/479	LOWER HUTT	2732810
Housing NZ Corp	PART LOT 2 DP 23719	50C/479	LOWER HUTT	2732830
Housing NZ Corp	PART LOT 2 DP 23719	50C/479	LOWER HUTT	2732860
Housing NZ Corp	PART LOT 2 DP 23719	50C/479	LOWER HUTT	2732880
Housing NZ Corp	PART LOT 2 DP 23719	50C/479	LOWER HUTT	2732890
Housing NZ Corp	PART LOT 2 DP 23719	50C/479	LOWER HUTT	2732640
Housing NZ Corp	PART LOT 2 DP 23719	50C/479	LOWER HUTT	2732670
Housing NZ Corp	PART LOT 2 DP 23719	50C/479	LOWER HUTT	2732690
Housing NZ Corp	PART LOT 2 DP 23719	50C/479	LOWER HUTT	2732710
Housing NZ Corp	PART LOT 2 DP 23719	50C/479	LOWER HUTT	2732720
Housing NZ Corp	PART LOT 2 DP 23719	50C/479	LOWER HUTT	2732740
Housing NZ Corp	PART LOT 2 DP 23719	50C/479	LOWER HUTT	2732770
Housing NZ Corp	PART LOT 2 DP 23719	50C/479	LOWER HUTT	2732630
Housing NZ Corp	LOT 76 DP 15344	47D/963	LOWER HUTT	2677420
Housing NZ Corp	LOT 4 DP 84787	52B/448	LOWER HUTT	2655600
Housing NZ Corp	LOT 134 DP 15344	47D/964	LOWER HUTT	2655640
Housing NZ Corp	LOT 144 DP 15344	47D/965	LOWER HUTT	2655680

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 4 DP 83833	50D/961	LOWER HUTT	2655430
Housing NZ Corp	LOT 139 DP 15344	47D/272	LOWER HUTT	2652970
Housing NZ Corp	LOT 14 DP 15344	50A/354	LOWER HUTT	2648330
Housing NZ Corp	LOT 2 DP 22684	47D/968	LOWER HUTT	2646940
Housing NZ Corp	LOT 50 DP 15344	47D/967	LOWER HUTT	2645900
Housing NZ Corp	LOT 1 DP 84551	52A/809	LOWER HUTT	2646000
Housing NZ Corp	LOT 228 DP 15785	50C/554	LOWER HUTT	2628730
Housing NZ Corp	LOT 227 DP 15785	50C/553	LOWER HUTT	2628790
Housing NZ Corp	LOT 2 DP 85637	53B/897	LOWER HUTT	2573570
Housing NZ Corp	LOT 1 DP 85650	53B/940	LOWER HUTT	2573590
Housing NZ Corp	LOT 1 DP 84391	52A/322	LOWER HUTT	2573670
Housing NZ Corp	LOT 23 DP 16046	51A/872	LOWER HUTT	2567740
Housing NZ Corp	SECTION 26 BLOCK XL HUTT VALLEY SETTLEMENT	50A/36	LOWER HUTT	2552400
Housing NZ Corp	LOT 2 DP 85570	53B/836	LOWER HUTT	2552260
Housing NZ Corp	LOT 1 DP 87498	55A/388	LOWER HUTT	2551700
Housing NZ Corp	SECTION 21 BLOCK XLIII HUTT VALLEY SETTLEMENT	50A/33	LOWER HUTT	2551770
Housing NZ Corp	SECTION 24 BLOCK XLII HUTT VALLEY SETTLEMENT	50A/35	LOWER HUTT	2551600

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 1 DP 85570	53B/835	LOWER HUTT	3574180
Housing NZ Corp	LOT 219 DP 15785	F4/220	LOWER HUTT	2628820
Housing NZ Corp	LOT 2 DP 85198	53A/690	LOWER HUTT	2652930
Housing NZ Corp	LOT 4 DP 349860	204068	LOWER HUTT	2955560
Housing NZ Corp	LOT 3 DP 85637	53B/898	LOWER HUTT	1181310
Housing NZ Corp	LOT 3 DP 84756	52B/384	LOWER HUTT	1175050
Housing NZ Corp	LOT 3 DP 83833	50D/960	LOWER HUTT	2151010
Housing NZ Corp	LOT 2 DP 85605	53B/838	LOWER HUTT	3571050
Housing NZ Corp	LOT 2 DP 84787	52B/446	LOWER HUTT	1708430
Housing NZ Corp	LOT 2 DP 85582	53B/459	LOWER HUTT	2125270
Housing NZ Corp	LOT 3 DP 349860	204067	LOWER HUTT	2955550
Housing NZ Corp	LOT 1 DP 87721	55A/873	LOWER HUTT	2800070
Housing NZ Corp	LOTS 4 AND 11 DP 87721	55A/876	LOWER HUTT	2800100
Housing NZ Corp	LOT 6 DP 87721	55A/878	LOWER HUTT	2800120
Housing NZ Corp	PART LOT 2 DP 23719	50C/479	LOWER HUTT	2732910
Housing NZ Corp	PART LOT 2 DP 23719	50C/479	LOWER HUTT	2732940
Housing NZ Corp	PART LOT 2 DP 23719	50C/479	LOWER HUTT	2732960

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	PART LOT 2 DP 23719	50C/479	LOWER HUTT	2732700
Housing NZ Corp	PART LOT 2 DP 23719	50C/479	LOWER HUTT	2732730
Housing NZ Corp	PART LOT 2 DP 23719	50C/479	LOWER HUTT	2732760
Housing NZ Corp	PART LOT 2 DP 23719	50C/479	LOWER HUTT	2732780
Housing NZ Corp	PART LOT 2 DP 23719	50C/479	LOWER HUTT	2732820
Housing NZ Corp	PART LOT 2 DP 23719	50C/479	LOWER HUTT	2732850
Housing NZ Corp	PART LOT 2 DP 23719	50C/479	LOWER HUTT	2732870
Housing NZ Corp	PART LOT 2 DP 23719	50C/479	LOWER HUTT	2732650
Housing NZ Corp	PART LOT 2 DP 23719	50C/479	LOWER HUTT	2732680
Housing NZ Corp	LOT 145 DP 15344	45C/606	LOWER HUTT	2655690
Housing NZ Corp	LOT 18 DP 15344	47D/949	LOWER HUTT	2648380
Housing NZ Corp	LOT 68 DP 15344	51D/249	LOWER HUTT	2645950
Housing NZ Corp	LOT 1 DP 85637	53B/896	LOWER HUTT	2573580
Housing NZ Corp	LOT 2 DP 84391	52A/323	LOWER HUTT	2573660
Housing NZ Corp	LOT 1 DP 85605	53B/837	LOWER HUTT	2552310
Housing NZ Corp	LOT 1 DP 85582	53B/458	LOWER HUTT	2552390
Housing NZ Corp	SECTION 23 BLOCK XLIII HUTT VALLEY SETTLEMENT	50A/34	LOWER HUTT	2551750

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 1 DP 85198	53A/689	LOWER HUTT	2652920
Housing NZ Corp	PART LOT 2 DP 23719	50C/479	LOWER HUTT	2732660
Housing NZ Corp	PART LOT 2 DP 23719	50C/479	LOWER HUTT	2732750
Housing NZ Corp	PART LOT 2 DP 23719	50C/479	LOWER HUTT	2732840
Housing NZ Corp	PART LOT 2 DP 23719	50C/479	LOWER HUTT	2732930
Housing NZ Corp	LOTS 2 AND 12 DP 87721	55A/874	LOWER HUTT	2800080
Housing NZ Corp	LOT 6 DP 349860	204070	LOWER HUTT	2955580
Housing NZ Corp	LOT 2 DP 84551	52A/810	LOWER HUTT	3736970
Housing NZ Corp	LOT 3 DP 84787	52B/447	LOWER HUTT	1708460
Housing NZ Corp	LOT 2 DP 83833	50D/959	LOWER HUTT	2151000
Housing NZ Corp	LOT 2 DP 84800	52B/512	LOWER HUTT	6000150
Housing NZ Corp	LOT 2 DP 87498	55A/389	LOWER HUTT	6000151
Housing NZ Corp	LOT 2 DP 85650	53B/941	LOWER HUTT	2573600
Housing NZ Corp	LOT 2 DP 84881	52C/47	LOWER HUTT	2958570
Housing NZ Corp	LOT 1 DP 90423	58A/452	LOWER HUTT	2957860
Housing NZ Corp	SECTION 6 BLOCK XLVII HUTT VALLEY SETTLEMENT	385/155	LOWER HUTT	2956720
Housing NZ Corp	SECTION 23 BLOCK XLVII HUTT VALLEY SETTLEMENT	385/54	LOWER HUTT	2955640

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	SECTION 26 BLOCK XLVIII HUTT VALLEY SETTLEMENT	47D/215	LOWER HUTT	2803530
Housing NZ Corp	LOT 1 DP 85779	53C/397	LOWER HUTT	2803620
Housing NZ Corp	LOT 2 DP 89548	56D/694	LOWER HUTT	2802690
Housing NZ Corp	LOT 1 DP 46732	17D/1176	LOWER HUTT	2796010
Housing NZ Corp	LOT 1 DP 46732	17D/1176	LOWER HUTT	2796020
Housing NZ Corp	LOT 1 DP 46732	17D/1176	LOWER HUTT	2796040
Housing NZ Corp	LOT 1 DP 46732	17D/1176	LOWER HUTT	2796050
Housing NZ Corp	LOT 1 DP 46732	17D/1176	LOWER HUTT	2796070
Housing NZ Corp	LOT 2 DP 83418	50B/796	LOWER HUTT	2793910
Housing NZ Corp	LOT 1 DP 83418	50B/795	LOWER HUTT	2793870
Housing NZ Corp	LOT 2 DP 302537	9870	LOWER HUTT	2788090
Housing NZ Corp	LOT 2 DP 302537	9870	LOWER HUTT	2788100
Housing NZ Corp	LOT 2 DP 302537	9870	LOWER HUTT	2788120
Housing NZ Corp	LOT 2 DP 302537	9870	LOWER HUTT	2788160
Housing NZ Corp	LOT 2 DP 302537	9870	LOWER HUTT	2788170
Housing NZ Corp	LOT 1 DP 302537	9869	LOWER HUTT	2787980
Housing NZ Corp	LOT 1 DP 302537	9869	LOWER HUTT	2788000

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 1 DP 302537	9869	LOWER HUTT	2788010
Housing NZ Corp	LOT 1 DP 302537	9869	LOWER HUTT	2788060
Housing NZ Corp	LOT 1 DP 302537	9869	LOWER HUTT	2788070
Housing NZ Corp	LOT 1 DP 87582	55A/532	LOWER HUTT	2595530
Housing NZ Corp	LOT 4 DP 87582	55A/534	LOWER HUTT	2595560
Housing NZ Corp	LOT 5 DP 87582	55A/535	LOWER HUTT	2595570
Housing NZ Corp	LOT 6 DP 87582	55A/536	LOWER HUTT	2595580
Housing NZ Corp	LOT 3 DP 86993	52C/766	LOWER HUTT	2588540
Housing NZ Corp	LOT 3 DP 15812	52D/336	LOWER HUTT	2582300
Housing NZ Corp	LOT 2 DP 84799	52B/507	LOWER HUTT	2580560
Housing NZ Corp	LOT 1 DP 85017	53A/65	LOWER HUTT	2573910
Housing NZ Corp	LOT 1 DP 20875	52D/345	LOWER HUTT	2571840
Housing NZ Corp	LOT 1 DP 85126	53A/428	LOWER HUTT	2571600
Housing NZ Corp	LOT 1 DP 85016	53A/61	LOWER HUTT	2559850
Housing NZ Corp	LOT 2 DP 85016	53A/62	LOWER HUTT	2559860
Housing NZ Corp	LOT 1 DP 85018	53A/67	LOWER HUTT	2559890
Housing NZ Corp	LOT 1 DP 23902	47D/267	LOWER HUTT	2559800

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	SECTION 16 BLOCK LIII HUTT VALLEY SETTLEMENT	46B/624	LOWER HUTT	2553680
Housing NZ Corp	SECTION 13 BLOCK LVI HUTT VALLEY SETTLEMENT	52D/270	LOWER HUTT	2553510
Housing NZ Corp	SECTION 12 BLOCK LVI HUTT VALLEY SETTLEMENT	52D/269	LOWER HUTT	2553520
Housing NZ Corp	SECTION 19 BLOCK LIII HUTT VALLEY SETTLEMENT	52D/266	LOWER HUTT	2553650
Housing NZ Corp	SECTION 39 BLOCK LVI HUTT VALLEY SETTLEMENT-	51C/374	LOWER HUTT	2553270
Housing NZ Corp	SECTION 21 BLOCK LVII HUTT VALLEY SETTLEMENT	46B/621	LOWER HUTT	2551120
Housing NZ Corp	SECTION 28 BLOCK LVII HUTT VALLEY SETTLEMENT	51C/373	LOWER HUTT	2551160
Housing NZ Corp	SECTION 4 BLOCK LII HUTT VALLEY SETTLEMENT	46C/593	LOWER HUTT	2550930
Housing NZ Corp	LOT 2 DP 84822	52B/547	LOWER HUTT	2551110
Housing NZ Corp	SECTION 41 BLOCK XLVIII HUTT VALLEY SETTLEMENT	391/290	LOWER HUTT	2507710
Housing NZ Corp	SECTION 26 BLOCK LIV HUTT VALLEY SETTLEMENT	571/253	LOWER HUTT	2505400
Housing NZ Corp	SECTION 48 BLOCK LVII HUTT VALLEY SETTLEMENT	7A/180	LOWER HUTT	2505580
Housing NZ Corp	SECTION 12 BLOCK LIII HUTT VALLEY SETTLEMENT	549/213	LOWER HUTT	2504400
Housing NZ Corp	LOT 3 DP 85018	53A/69	LOWER HUTT	2959250
Housing NZ Corp	SECTION 49 BLOCK XLVIII HUTT VALLEY SETTLEMENT	391/276	LOWER HUTT	2507160

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 3 DP 24416	7C/283	LOWER HUTT	2574390
Housing NZ Corp	LOT 2 DP 84882	52C/49	LOWER HUTT	2571640
Housing NZ Corp	LOT 2 DP 85017	53A/66	LOWER HUTT	2573920
Housing NZ Corp	LOT 7 DP 87582	55A/537	LOWER HUTT	2595590
Housing NZ Corp	LOT 1 DP 83418	50B/795	LOWER HUTT	2793850
Housing NZ Corp	LOT 1 DP 302537	9869	LOWER HUTT	2788030
Housing NZ Corp	LOT 4 DP 90423	58A/455	LOWER HUTT	2957890
Housing NZ Corp	LOT 3 DP 84799	52B/508	LOWER HUTT	1174860
Housing NZ Corp	LOT 4 DP 84799	52B/509	LOWER HUTT	1174890
Housing NZ Corp	LOT 5 DP 84799	52B/510	LOWER HUTT	1174900
Housing NZ Corp	LOT 2 DP 90423	58A/453	LOWER HUTT	2957870
Housing NZ Corp	LOT 1 DP 84881	52C/46	LOWER HUTT	2958580
Housing NZ Corp	LOT 2 DP 51439	51D/103	LOWER HUTT	2802700
Housing NZ Corp	LOT 2 DP 302537	9870	LOWER HUTT	2788180
Housing NZ Corp	LOT 2 DP 83418	50B/796	LOWER HUTT	2793890
Housing NZ Corp	LOT 1 DP 46732	17D/1176	LOWER HUTT	2796030
Housing NZ Corp	LOT 1 DP 46732	17D/1176	LOWER HUTT	2796060

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 1 DP 302537	9869	LOWER HUTT	2787990
Housing NZ Corp	LOT 1 DP 302537	9869	LOWER HUTT	2788020
Housing NZ Corp	LOT 1 DP 302537	9869	LOWER HUTT	2788080
Housing NZ Corp	LOT 2 DP 302537	9870	WOBURN	2788110
Housing NZ Corp	LOT 2 DP 302537	9870	LOWER HUTT	2788150
Housing NZ Corp	LOT 3 DP 87582	55A/533	LOWER HUTT	2595550
Housing NZ Corp	LOT 1 DP 84799	52B/506	LOWER HUTT	2580570
Housing NZ Corp	LOT 46 DP 15816	52D/344	LOWER HUTT	2571770
Housing NZ Corp	LOT 1 DP 84880	52C/43	LOWER HUTT	2571790
Housing NZ Corp	LOT 2 DP 85126	53A/429	LOWER HUTT	2571590
Housing NZ Corp	LOT 2 DP 85018	53A/68	LOWER HUTT	2559880
Housing NZ Corp	SECTION 31 BLOCK LVI HUTT VALLEY SETTLEMENT	46C/138	LOWER HUTT	2553350
Housing NZ Corp	SECTION 50 BLOCK LIV HUTT VALLEY SETTLEMENT	46B/622	LOWER HUTT	2550960
Housing NZ Corp	LOT 19 DP 9647	428/11	LOWER HUTT	2502550
Housing NZ Corp	SECTION 21 BLOCK LIV HUTT VALLEY SETTLEMENT	398/26	LOWER HUTT	2504540
Housing NZ Corp	SECTION 33 BLOCK LIV HUTT VALLEY SETTLEMENT	52D/376	LOWER HUTT	2553170

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 2 DP 87582	54B/498	LOWER HUTT	2595540
Housing NZ Corp	LOT 1 DP 302537	9869	LOWER HUTT	2788040
Housing NZ Corp	LOT 1 DP 302537	9869	LOWER HUTT	2788050
Housing NZ Corp	LOT 2 DP 302537	9870	LOWER HUTT	2788130
Housing NZ Corp	LOT 2 DP 302537	9870	LOWER HUTT	2788140
Housing NZ Corp	LOT 2 DP 83418	50B/796	LOWER HUTT	2793900
Housing NZ Corp	LOT 1 DP 46732	17D/1176	LOWER HUTT	2796000
Housing NZ Corp	LOT 1 DP 89548	56D/693	LOWER HUTT	2802680
Housing NZ Corp	LOT 2 DP 85779	53C/398	LOWER HUTT	2803630
Housing NZ Corp	SECTION 6 BLOCK XLVII HUTT VALLEY SETTLEMENT	385/155	LOWER HUTT	2956710
Housing NZ Corp	LOT 1 DP 84822	52B/546	LOWER HUTT	2551100
Housing NZ Corp	LOT 1 DP 83418	50B/795	LOWER HUTT	2793880
Housing NZ Corp	LOT 3 DP 90423	58A/454	LOWER HUTT	2957880
Housing NZ Corp	LOT 1 DP 83418	50B/795	LOWER HUTT	2793860
Housing NZ Corp	LOT 3 DP 84808	52B/525	LOWER HUTT	1179130
Housing NZ Corp	LOT 2 DP 339698	163279	WAINUIOMATA	6000327
Housing NZ Corp	LOT 19 DP 22717	E2/401	WAINUIOMATA	2957800

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 2 DP 21094	24B/49	WAINUIOMATA	2957840
Housing NZ Corp	LOT 1 DP 22717	47D/533	WAINUIOMATA	2956730
Housing NZ Corp	LOT 37 DP 21089	46B/482	WAINUIOMATA	2956120
Housing NZ Corp	LOT 17 DP 20893	47D/219	WAINUIOMATA	2956190
Housing NZ Corp	LOT 21 DP 21094	47D/218	WAINUIOMATA	2955810
Housing NZ Corp	LOT 19 DP 21094	47D/220	WAINUIOMATA	2955820
Housing NZ Corp	LOT 20 DP 23615	C2/98	WAINUIOMATA	2802930
Housing NZ Corp	LOT 62 DP 45264	18D/1237	WAINUIOMATA	2802710
Housing NZ Corp	LOT 15 DP 47701	51A/219	WAINUIOMATA	2801800
Housing NZ Corp	LOT 24 DP 47700	51A/648	WAINUIOMATA	2801840
Housing NZ Corp	LOT 10 DP 47700	51A/647	WAINUIOMATA	2801000
Housing NZ Corp	LOT 14 DP 31577	49B/150	WAINUIOMATA	2800670
Housing NZ Corp	LOT 20 DP 45472	50C/546	WAINUIOMATA	2796610
Housing NZ Corp	LOT 21 DP 45472	50C/547	WAINUIOMATA	2796740
Housing NZ Corp	LOT 67 DP 45264	50C/748	WAINUIOMATA	2796750
Housing NZ Corp	LOT 50 DP 45266	49B/934	WAINUIOMATA	2796480
Housing NZ Corp	LOT 98 DP 45470	47D/274	WAINUIOMATA	2796510

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 65 DP 45264	46C/117	WAINUIOMATA	2796150
Housing NZ Corp	LOT 66 DP 45264	50C/747	WAINUIOMATA	2796160
Housing NZ Corp	LOT 110 DP 45473	49B/936	WAINUIOMATA	2796190
Housing NZ Corp	LOT 111 DP 45473	49B/937	WAINUIOMATA	2796200
Housing NZ Corp	LOT 34 DP 44658	51D/599	WAINUIOMATA	2794910
Housing NZ Corp	LOT 35 DP 44658	51D/598	WAINUIOMATA	2794920
Housing NZ Corp	LOT 33 DP 43648	15B/142	WAINUIOMATA	2794230
Housing NZ Corp	LOT 52 DP 45266	49B/933	WAINUIOMATA	2792690
Housing NZ Corp	LOT 31 DP 44658	51D/396	WAINUIOMATA	2792720
Housing NZ Corp	LOT 58 DP 45264	50C/745	WAINUIOMATA	2793830
Housing NZ Corp	LOT 59 DP 45264	46C/118	WAINUIOMATA	2793840
Housing NZ Corp	LOT 4 DP 35221	49B/938	WAINUIOMATA	2790170
Housing NZ Corp	LOT 35 DP 41238	49B/945	WAINUIOMATA	2787660
Housing NZ Corp	LOT 37 DP 41238	50C/567	WAINUIOMATA	2787680
Housing NZ Corp	LOT 19 DP 41739	47D/216	WAINUIOMATA	2787530
Housing NZ Corp	LOT 24 DP 41738	54C/696	WAINUIOMATA	2787550
Housing NZ Corp	LOT 14 DP 41238	49B/944	WAINUIOMATA	2787100

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 15 DP 41238	49B/943	WAINUIOMATA	2787110
Housing NZ Corp	LOT 7 DP 41238	45C/47	WAINUIOMATA	2786970
Housing NZ Corp	LOT 8 DP 41238	45C/48	WAINUIOMATA	2786980
Housing NZ Corp	LOT 11 DP 41238	45C/50	WAINUIOMATA	2787010
Housing NZ Corp	LOT 5 DP 35221	47D/277	WAINUIOMATA	2786120
Housing NZ Corp	LOT 7 DP 35221	47D/278	WAINUIOMATA	2786140
Housing NZ Corp	LOT 8 DP 35221	48C/31	WAINUIOMATA	2786150
Housing NZ Corp	LOT 10 DP 35221	48C/32	WAINUIOMATA	2786170
Housing NZ Corp	LOT 1 DP 35221	47D/276	WAINUIOMATA	2786190
Housing NZ Corp	LOT 28 DP 33534	50C/460	WAINUIOMATA	2785480
Housing NZ Corp	LOT 28 DP 41238	50C/768	WAINUIOMATA	2785850
Housing NZ Corp	LOT 29 DP 41238	50C/769	WAINUIOMATA	2785860
Housing NZ Corp	LOT 30 DP 41238	49D/309	WAINUIOMATA	2785870
Housing NZ Corp	LOT 25 DP 41238	50C/765	WAINUIOMATA	2785900
Housing NZ Corp	LOT 4 DP 41238	49B/940	WAINUIOMATA	2785920
Housing NZ Corp	LOT 5 DP 41238	49B/941	WAINUIOMATA	2785930
Housing NZ Corp	LOT 27 DP 33534	50C/459	WAINUIOMATA	2785470

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 21 DP 33534	50C/456	WAINUIOMATA	2783360
Housing NZ Corp	LOT 17 DP 33534	50C/453	WAINUIOMATA	2783320
Housing NZ Corp	LOT 87 DP 34847	50C/673	WAINUIOMATA	2782220
Housing NZ Corp	LOT 60 DP 30183	50C/198	WAINUIOMATA	2781840
Housing NZ Corp	LOT 22 DP 33534	50C/457	WAINUIOMATA	2781850
Housing NZ Corp	LOT 13 DP 34847	45C/677	WAINUIOMATA	2782200
Housing NZ Corp	LOT 6 DP 32746	9B/1207	WAINUIOMATA	2779770
Housing NZ Corp	LOT 25 DP 31577	49B/146	WAINUIOMATA	2779510
Housing NZ Corp	LOT 12 DP 31577	49B/151	WAINUIOMATA	2779520
Housing NZ Corp	LOT 10 DP 31577	49B/152	WAINUIOMATA	2779720
Housing NZ Corp	LOT 27 DP 31577	49B/145	WAINUIOMATA	2778390
Housing NZ Corp	LOT 29 DP 31577	49B/143	WAINUIOMATA	2779440
Housing NZ Corp	LOT 31 DP 31577	49B/142	WAINUIOMATA	2779460
Housing NZ Corp	LOT 20 DP 31577	49B/148	WAINUIOMATA	2779480
Housing NZ Corp	LOT 9 DP 32746	51D/18	WAINUIOMATA	2777960
Housing NZ Corp	LOT 12 DP 32062	47D/224	WAINUIOMATA	2777930
Housing NZ Corp	LOT 133 DP 26454	47D/223	WAINUIOMATA	2774360

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 11 DP 20429	47D/221	WAINUIOMATA	2745550
Housing NZ Corp	LOT 20 DP 18848	51A/636	WAINUIOMATA	2705000
Housing NZ Corp	LOT 21 DP 18848	45C/694	WAINUIOMATA	2705010
Housing NZ Corp	LOT 17 DP 23864	A3/507	WAINUIOMATA	2520320
Housing NZ Corp	LOT 44 DP 21254	11D/598	WAINUIOMATA	2520350
Housing NZ Corp	LOT 9 DP 16946	934/89	WAINUIOMATA	2520400
Housing NZ Corp	LOT 78 DP 14338	710/45	WAINUIOMATA	2520560
Housing NZ Corp	LOT 2 DP 21094	24B/49	WAINUIOMATA	1192340
Housing NZ Corp	LOT 2 DP 87971	55C/490	WAINUIOMATA	1192330
Housing NZ Corp	LOT 1 DP 339698	163278	WAINUIOMATA	2957810
Housing NZ Corp	LOT 8 DP 21177	47D/217	WAINUIOMATA	2956740
Housing NZ Corp	LOT 1 DP 87971	55C/489	WAINUIOMATA	2956110
Housing NZ Corp	LOT 11 DP 47700	46C/116	WAINUIOMATA	2801010
Housing NZ Corp	LOT 17 DP 47701	50A/870	WAINUIOMATA	2801820
Housing NZ Corp	LOT 109 DP 45473	50C/550	WAINUIOMATA	2796180
Housing NZ Corp	LOT 100 DP 45473	50C/548	WAINUIOMATA	2796210
Housing NZ Corp	LOT 19 DP 45472	50C/545	WAINUIOMATA	2796600

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 33 DP 44658	51D/600	WAINUIOMATA	2792740
Housing NZ Corp	LOT 36 DP 41238	50C/566	WAINUIOMATA	2787670
Housing NZ Corp	LOT 34 DP 41238	50C/565	WAINUIOMATA	2786940
Housing NZ Corp	LOT 10 DP 41238	45C/49	WAINUIOMATA	2787000
Housing NZ Corp	LOT 13 DP 41238	45C/52	WAINUIOMATA	2787090
Housing NZ Corp	LOT 27 DP 41238	50C/767	WAINUIOMATA	2785840
Housing NZ Corp	LOT 24 DP 43953	51D/547	WAINUIOMATA	2785890
Housing NZ Corp	LOT 26 DP 41238	50C/766	WAINUIOMATA	2785910
Housing NZ Corp	LOT 6 DP 41238	49B/942	WAINUIOMATA	2785940
Housing NZ Corp	LOT 9 DP 35221	47D/279	WAINUIOMATA	2786160
Housing NZ Corp	LOT 23 DP 33534	46B/45	WAINUIOMATA	2781860
Housing NZ Corp	LOT 96 DP 34847	50C/675	WAINUIOMATA	2782240
Housing NZ Corp	LOT 28 DP 31577	49B/144	WAINUIOMATA	2779430
Housing NZ Corp	LOT 19 DP 31577	49B/149	WAINUIOMATA	2779470
Housing NZ Corp	PART LOT 44 DP 28358	50C/568	WAINUIOMATA	2774510
Housing NZ Corp	LOT 2 DP 32746	50A/485	WAINUIOMATA	2777770
Housing NZ Corp	LOT 32 DP 32746	50A/486	WAINUIOMATA	2777990

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 56 DP 30183	50C/196	WAINUIOMATA	2778360
Housing NZ Corp	LOT 25 DP 18848	51A/638	WAINUIOMATA	2705050
Housing NZ Corp	LOT 78 DP 24703	C1/964	WAINUIOMATA	2520390
Housing NZ Corp	LOT 160 DP 26454	F2/356	WAINUIOMATA	2520440
Housing NZ Corp	LOT 41 DP 21255	13A/947	WAINUIOMATA	2520700
Housing NZ Corp	LOT 30 DP 21875	11B/1402	WAINUIOMATA	2520360
Housing NZ Corp	LOT 1 DP 23063	A3/140	WAINUIOMATA	2520680
Housing NZ Corp	LOT 32 DP 30183	50C/194	WAINUIOMATA	2778340
Housing NZ Corp	LOT 71 DP 30183	50C/195	WAINUIOMATA	2778370
Housing NZ Corp	LOT 59 DP 30183	50C/197	WAINUIOMATA	2781830
Housing NZ Corp	LOT 18 DP 33534	50C/454	WAINUIOMATA	2783330
Housing NZ Corp	LOT 19 DP 33534	50C/455	WAINUIOMATA	2783340
Housing NZ Corp	LOT 23 DP 43953	51D/546	WAINUIOMATA	2785880
Housing NZ Corp	LOT 6 DP 35221	49B/939	WAINUIOMATA	2786130
Housing NZ Corp	LOT 72 DP 45264	49B/931	WAINUIOMATA	2796120
Housing NZ Corp	LOT 93 DP 45266	49B/932	WAINUIOMATA	2796470
Housing NZ Corp	LOT 25 DP 47700	49B/946	WAINUIOMATA	2801850

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 23 DP 24631	B4/851	WAINUIOMATA	2802860
Housing NZ Corp	LOT 9 DP 29491	6B/214	WAINUIOMATA	2958590
Housing NZ Corp	LOT 39 DP 31577	49B/153	WAINUIOMATA	2779570
Housing NZ Corp	LOT 32 BLOCK I DP 8122	50C/692	PETONE	6000202
Housing NZ Corp	LOT 2 DP 90577	58A/889	LOWER HUTT	2957770
Housing NZ Corp	LOT 1 DP 87518	55A/408	PETONE	2956840
Housing NZ Corp	LOT 5 DP 87377	54D/904	PETONE	2957630
Housing NZ Corp	LOT 2 DP 87377	54D/901	LOWER HUTT	2957660
Housing NZ Corp	LOT 2 DP 88576	56B/205	PETONE	2955790
Housing NZ Corp	LOT 6 DP 88163	55C/913	PETONE	2955660
Housing NZ Corp	LOT 3 DP 88163	55C/910	PETONE	2955670
Housing NZ Corp	LOT 5 DP 88163	55C/912	PETONE	2955690
Housing NZ Corp	LOT 4 DP 88576	56B/207	PETONE	2955780
Housing NZ Corp	LOT 79 DP 393	304/47	PETONE	2803140
Housing NZ Corp	LOTS 1 AND 5 DP 89777	57C/18	PETONE	2803050
Housing NZ Corp	LOT 3 DP 89777	57C/20	PETONE	2803070
Housing NZ Corp	LOT 1 DP 87653	55A/724	PETONE	2803090

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	SECTION 32 BLOCK II HUTT VALLEY SETTLEMENT	377/163	LOWER HUTT	2803120
Housing NZ Corp	LOT 5 DP 86769, LOT 10 DP 86769	54B/420	PETONE	2802430
Housing NZ Corp	LOT 3 DP 86769, LOT 10 DP 86769	54B/418	PETONE	2802450
Housing NZ Corp	LOT 1 DP 86804	54B/487	LOWER HUTT	2802510
Housing NZ Corp	SECTION 14 BLOCK IV HERETAUNGA SETTLEMENT	389/263	PETONE	2802530
Housing NZ Corp	LOT 24 BLOCK I DP 8122	397/118	PETONE	2802560
Housing NZ Corp	LOT 29 DP 339	259/115	PETONE	2802220
Housing NZ Corp	LOT 16 DP 455	369/41	PETONE	2802290
Housing NZ Corp	SECTION 121 BLOCK III HUTT VALLEY SETTLEMENT	377/159	LOWER HUTT	2802300
Housing NZ Corp	LOT 7 DP 86769, LOT 10 DP 86769	54B/422	PETONE	2802410
Housing NZ Corp	SECTION 143 BLOCK VI HUTT VALLEY SETTLEMENT	373/56	LOWER HUTT	2802060
Housing NZ Corp	LOT 4 DP 87283	54D/709	LOWER HUTT	2801440
Housing NZ Corp	LOT 1 DP 338103	156770	LOWER HUTT	2801610
Housing NZ Corp	LOT 3 DP 338103	156772	LOWER HUTT	2801630
Housing NZ Corp	LOT 4 DP 338103	156773	LOWER HUTT	2801640
Housing NZ Corp	LOT 6 DP 338103	156775	LOWER HUTT	2801660

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 2 DP 87283	54D/707	LOWER HUTT	2801420
Housing NZ Corp	LOT 3 DP 337285	152936	LOWER HUTT	2800420
Housing NZ Corp	SECTION 52 BLOCK L HUTT VALLEY SETTLEMENT	385/55	LOWER HUTT	2787280
Housing NZ Corp	PART SECTION 788 AND SECTION 789 HUTT DISTRICT	50C/462	CROFT GROVE	2785230
Housing NZ Corp	PART SECTION 788 AND SECTION 789 HUTT DISTRICT	50C/462	CROFT GROVE	2785240
Housing NZ Corp	PART SECTION 788 AND SECTION 789 HUTT DISTRICT	50C/462	CROFT GROVE	2785250
Housing NZ Corp	PART SECTION 788 AND SECTION 789 HUTT DISTRICT	50C/462	CROFT GROVE	2785270
Housing NZ Corp	PART SECTION 788 AND SECTION 789 HUTT DISTRICT	50C/462	LOWER HUTT	2785290
Housing NZ Corp	PART SECTION 788 AND SECTION 789 HUTT DISTRICT	50C/462	LOWER HUTT	2785320
Housing NZ Corp	PART SECTION 788 AND SECTION 789 HUTT DISTRICT	50C/462	LOWER HUTT	2785340
Housing NZ Corp	PART SECTION 788 AND SECTION 789 HUTT DISTRICT	50C/462	CROFT GROVE	2785110
Housing NZ Corp	PART SECTION 788 AND SECTION 789 HUTT DISTRICT	50C/462	CROFT GROVE	2785120
Housing NZ Corp	PART SECTION 788 AND SECTION 789 HUTT DISTRICT	50C/462	CROFT GROVE	2785140
Housing NZ Corp	PART SECTION 788 AND SECTION 789 HUTT DISTRICT	50C/462	CROFT GROVE	2785150
Housing NZ Corp	PART SECTION 788 AND SECTION 789 HUTT DISTRICT	50C/462	CROFT GROVE	2785170

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	PART SECTION 788 AND SECTION 789 HUTT DISTRICT	50C/462	CROFT GROVE	2785180
Housing NZ Corp	PART SECTION 788 AND SECTION 789 HUTT DISTRICT	50C/462	CROFT GROVE	2785210
Housing NZ Corp	PART SECTION 788 AND SECTION 789 HUTT DISTRICT	50C/462	CROFT GROVE	2784970
Housing NZ Corp	PART SECTION 788 AND SECTION 789 HUTT DISTRICT	50C/462	CROFT GROVE	2784990
Housing NZ Corp	PART SECTION 788 AND SECTION 789 HUTT DISTRICT	50C/462	CROFT GROVE	2785020
Housing NZ Corp	PART SECTION 788 AND SECTION 789 HUTT DISTRICT	50C/462	CROFT GROVE	2785040
Housing NZ Corp	PART SECTION 788 AND SECTION 789 HUTT DISTRICT	50C/462	CROFT GROVE	2785050
Housing NZ Corp	PART SECTION 788 AND SECTION 789 HUTT DISTRICT	50C/462	CROFT GROVE	2785060
Housing NZ Corp	PART SECTION 788 AND SECTION 789 HUTT DISTRICT	50C/462	CROFT GROVE	2785080
Housing NZ Corp	PART SECTION 788 AND SECTION 789 HUTT DISTRICT	50C/462	CROFT GROVE	2784940
Housing NZ Corp	PART SECTION 788 AND SECTION 789 HUTT DISTRICT	50C/462	CROFT GROVE	2784960
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2781470
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2781480
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2781510
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2781350
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2781360

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2781380
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2781390
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2781440
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2781450
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2781210
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2781240
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2781260
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2781270
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2781290
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2781300
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2781330
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2781090
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2781110
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2781120
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2781150
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2781170
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2781180

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2781200
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780970
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780990
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2781000
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2781010
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2781030
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2781060
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2781080
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780840
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780850
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780880
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780900
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780910
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780930
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780940
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780720
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780730

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780740
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780760
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780790
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780810
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780820
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780580
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780600
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780630
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780640
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780650
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780670
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780700
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780460
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780470
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780490
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780520
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780540

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780550
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780560
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780330
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780360
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780370
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780380
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780400
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780420
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780450
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780230
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780250
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780270
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780280
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780290
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780310
Housing NZ Corp	LOTS 6 AND 11 DP 83864	51B/6	LOWER HUTT	2775610
Housing NZ Corp	LOTS 4 AND 11 DP 83864	51B/4	LOWER HUTT	2775630

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOTS 1 AND 11 DP 83864	51B/1	LOWER HUTT	2775660
Housing NZ Corp	LOTS 10 AND 11 DP 83864	51B/10	LOWER HUTT	2775570
Housing NZ Corp	LOT 2 DP 84260	52A/21	PETONE	2731050
Housing NZ Corp	LOT 4 DP 84260	52A/23	PETONE	2731070
Housing NZ Corp	LOTS 1 AND 3 DP 44652	51A/633	PETONE	2659780
Housing NZ Corp	LOTS 1 AND 3 DP 44652	51A/633	PETONE	2659800
Housing NZ Corp	LOTS 1 AND 3 DP 44652	51A/633	PETONE	2659810
Housing NZ Corp	LOT 2 DP 84688	52B/215	PETONE	2637530
Housing NZ Corp	LOT 2 DP 84688	52B/215	PETONE	2637550
Housing NZ Corp	LOT 2 DP 84688	52B/215	PETONE	2637560
Housing NZ Corp	LOT 2 DP 84688	52B/215	PETONE	2637590
Housing NZ Corp	LOT 2 DP 84688	52B/215	PETONE	2637600
Housing NZ Corp	LOT 2 DP 84688	52B/215	PETONE	2637620
Housing NZ Corp	LOT 3 DP 84688	52B/216	PETONE	2637630
Housing NZ Corp	LOT 1 DP 84688	52B/214	PETONE	2637400
Housing NZ Corp	LOT 1 DP 84688	52B/214	PETONE	2637420
Housing NZ Corp	LOT 1 DP 84688	52B/214	PETONE	2637430

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 1 DP 84688	52B/214	PETONE	2637450
Housing NZ Corp	LOT 1 DP 84688	52B/214	PETONE	2637460
Housing NZ Corp	LOT 2 DP 84688	52B/215	PETONE	2637490
Housing NZ Corp	LOT 2 DP 84688	52B/215	PETONE	2637500
Housing NZ Corp	LOT 2 DP 84688	52B/215	PETONE	2637520
Housing NZ Corp	LOT 1 DP 84688	52B/214	PETONE	2637310
Housing NZ Corp	LOT 1 DP 84688	52B/214	PETONE	2637330
Housing NZ Corp	LOT 1 DP 84688	52B/214	PETONE	2637340
Housing NZ Corp	LOT 1 DP 84688	52B/214	PETONE	2637360
Housing NZ Corp	LOT 1 DP 84688	52B/214	PETONE	2637390
Housing NZ Corp	LOTS 1 AND 3 DP 44652	51A/633	PETONE	2620690
Housing NZ Corp	LOTS 1 AND 3 DP 44652	51A/633	PETONE	2620700
Housing NZ Corp	LOTS 1 AND 3 DP 44652	51A/633	PETONE	2620720
Housing NZ Corp	LOTS 1 AND 3 DP 44652	51A/633	PETONE	2620730
Housing NZ Corp	LOTS 1 AND 3 DP 44652	51A/633	PETONE	2620750
Housing NZ Corp	LOTS 1 AND 3 DP 44652	51A/633	PETONE	2620620
Housing NZ Corp	LOTS 1 AND 3 DP 44652	51A/633	PETONE	2620650

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOTS 1 AND 3 DP 44652	51A/633	PETONE	2620670
Housing NZ Corp	LOT 4 DP 70414 AND LOT 18 DP 18394	39A/134	PETONE	2616710
Housing NZ Corp	LOT 4 DP 70414 AND LOT 18 DP 18394	39A/134	PETONE	2616730
Housing NZ Corp	LOT 4 DP 70414 AND LOT 18 DP 18394	39A/134	PETONE	2616740
Housing NZ Corp	LOT 4 DP 70414 AND LOT 18 DP 18394	39A/134	PETONE	2616760
Housing NZ Corp	LOT 4 DP 70414 AND LOT 18 DP 18394	39A/134	PETONE	2616770
Housing NZ Corp	LOT 4 DP 70414 AND LOT 18 DP 18394	39A/134	PETONE	2616590
Housing NZ Corp	LOT 4 DP 70414 AND LOT 18 DP 18394	39A/134	PETONE	2616610
Housing NZ Corp	LOT 4 DP 70414 AND LOT 18 DP 18394	39A/134	PETONE	2616620
Housing NZ Corp	LOT 4 DP 70414 AND LOT 18 DP 18394	39A/134	PETONE	2616640
Housing NZ Corp	LOT 4 DP 70414 AND LOT 18 DP 18394	39A/134	PETONE	2616650
Housing NZ Corp	LOT 4 DP 70414 AND LOT 18 DP 18394	39A/134	PETONE	2616680
Housing NZ Corp	LOT 4 DP 70414 AND LOT 18 DP 18394	39A/134	PETONE	2616700
Housing NZ Corp	LOT 4 DP 70414 AND LOT 18 DP 18394	39A/134	PETONE	2616580
Housing NZ Corp	PART LOT 1 AND LOT 2 DP 11416	473/141	LOWER HUTT	2590830

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	PART LOT 1 AND LOT 2 DP 11416	473/141	LOWER HUTT	2590840
Housing NZ Corp	PART LOT 1 AND LOT 2 DP 11416	473/141	LOWER HUTT	2590870
Housing NZ Corp	PART LOT 1 AND LOT 2 DP 11416	473/141	LOWER HUTT	2590770
Housing NZ Corp	PART LOT 1 AND LOT 2 DP 11416	473/141	LOWER HUTT	2590780
Housing NZ Corp	PART LOT 1 AND LOT 2 DP 11416	473/141	LOWER HUTT	2590800
Housing NZ Corp	PART LOT 1 AND LOT 2 DP 11416	473/141	LOWER HUTT	2590820
Housing NZ Corp	LOT 1 DP 15805	51C/664	LOWER HUTT	2574460
Housing NZ Corp	LOT 4 DP 15805	51C/665	MOERA	2574500
Housing NZ Corp	SECTION 62 BLOCK L HUTT VALLEY SETTLEMENT	51C/667	LOWER HUTT	2574030
Housing NZ Corp	SECTION 4 BLOCK LI HUTT VALLEY SETTLEMENT	33D/692	LOWER HUTT	2574060
Housing NZ Corp	LOT 2 DP 87065	54D/138	LOWER HUTT	2565400
Housing NZ Corp	LOT 1 DP 86802	54B/483	LOWER HUTT	2565450
Housing NZ Corp	LOT 4 DP 19414	50A/473	LOWER HUTT	2565350
Housing NZ Corp	LOT 2 DP 18394	51A/845	PETONE	2561300
Housing NZ Corp	LOT 12 DP 18394	51A/850	PETONE	2561140
Housing NZ Corp	LOT 12 DP 18394	51A/850	PETONE	2561150
Housing NZ Corp	LOT 10 DP 18394	51A/849	PETONE	2561170

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 6 DP 18394	51A/848	PETONE	2561230
Housing NZ Corp	LOT 5 DP 18394	51A/847	PETONE	2561250
Housing NZ Corp	LOT 4 DP 18394	51A/846	PETONE	2561270
Housing NZ Corp	LOT 2 DP 18394	51A/845	PETONE	2561290
Housing NZ Corp	LOT 1 DP 86801	54B/481	LOWER HUTT	2556750
Housing NZ Corp	LOT 2 DP 83971	51B/338	LOWER HUTT	2556870
Housing NZ Corp	LOT 1 DP 86600	52C/587	LOWER HUTT	2556930
Housing NZ Corp	LOT 2 DP 86600	52C/588	LOWER HUTT	2556940
Housing NZ Corp	LOT 2 AND PART LOT 1 DP 11416	473/141	LOWER HUTT	2552320
Housing NZ Corp	LOT 2 AND PART LOT 1 DP 11416	473/141	LOWER HUTT	2552330
Housing NZ Corp	LOT 3 DP 85415	53B/238	PETONE	2520800
Housing NZ Corp	LOT 5 DP 85415	53B/240	PETONE	2520830
Housing NZ Corp	LOT 7 DP 85415	53B/242	PETONE	2520840
Housing NZ Corp	LOT 2 DP 85415	53B/237	PETONE	2520790
Housing NZ Corp	SECTION 31 BLOCK XLIX HUTT VALLEY SETTLEMENT	384/141	LOWER HUTT	2507600
Housing NZ Corp	SECTION 62 BLOCK I HUTT VALLEY SETTLEMENT	373/243	LOWER HUTT	2507130
Housing NZ Corp	LOT 154 DP 1984	380/123	LOWER HUTT	2505010

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	SECTION 33 BLOCK XLIX HUTT VALLEY SETTLEMENT	384/125	LOWER HUTT	2506960
Housing NZ Corp	LOT 70 DP 1744	307/58	PETONE	2504040
Housing NZ Corp	SECTION 47 BLOCK XLIX HUTT VALLEY SETTLEMENT	420/251	LOWER HUTT	2504170
Housing NZ Corp	SECTION 6 BLOCK XLIX HUTT VALLEY SETTLEMENT	550/32	LOWER HUTT	2504560
Housing NZ Corp	SECTION 31 BLOCK VI WILFORD SETTLEMENT	246/244	PETONE	2502840
Housing NZ Corp	LOT 37 DP 455	177/296	PETONE	2502870
Housing NZ Corp	SECTION 9 BLOCK II WILFORD SETTLEMENT	542/143	PETONE	2503680
Housing NZ Corp	SECTION 111 BLOCK III HUTT VALLEY SETTLEMENT	374/67	LOWER HUTT	2502010
Housing NZ Corp	LOT 38 DP 9364	419/86	LOWER HUTT	2502280
Housing NZ Corp	LOT 13 DP 1620	152/19	PETONE	2502380
Housing NZ Corp	SECTION 122 BLOCK III HUTT VALLEY SETTLEMENT	374/283	LOWER HUTT	2501780
Housing NZ Corp	LOT 5 DP 15805	51C/666	LOWER HUTT	2959310
Housing NZ Corp	LOT 2 DP 88489	56B/6	LOWER HUTT	2959210
Housing NZ Corp	LOT 10 DP 15569	461/16	LOWER HUTT	2556790
Housing NZ Corp	LOT 10 DP 15570	50A/477	LOWER HUTT	2565470
Housing NZ Corp	LOT 1 DP 15569	50A/355	LOWER HUTT	2556690

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 2 DP 86802	54B/484	LOWER HUTT	2565440
Housing NZ Corp	LOT 3 DP 84688	52B/216	PETONE	2637650
Housing NZ Corp	LOTS 2 AND 11 DP 83864	51B/2	LOWER HUTT	2775650
Housing NZ Corp	LOTS 7 AND 11 DP 83864	51B/7	LOWER HUTT	2775600
Housing NZ Corp	LOTS 58 AND 59 DP 455	367/219	PETONE	2172740
Housing NZ Corp	LOT 4 DP 88082	55C/762	PETONE	1961480
Housing NZ Corp	LOT 2 DP 88082	55C/760	PETONE	1961450
Housing NZ Corp	LOTS 1 AND 4 DP 85756	53C/334	LOWER HUTT	1696600
Housing NZ Corp	LOT 3 DP 85756	53C/336	LOWER HUTT	1696630
Housing NZ Corp	LOT 11 DP 87284	54D/720	LOWER HUTT	3737250
Housing NZ Corp	LOT 6 DP 87284	54D/715	LOWER HUTT	3737270
Housing NZ Corp	LOT 9 DP 87284	54D/718	LOWER HUTT	3737110
Housing NZ Corp	LOT 10 DP 87284	54D/719	LOWER HUTT	3737120
Housing NZ Corp	LOT 7 DP 87284	54D/716	LOWER HUTT	3737140
Housing NZ Corp	LOT 1 DP 87284	54D/710	LOWER HUTT	3737160
Housing NZ Corp	LOT 3 DP 87284	54D/712	LOWER HUTT	3737200
Housing NZ Corp	LOT 4 DP 87284	54D/713	LOWER HUTT	3737210

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 2 DP 87284	54D/711	LOWER HUTT	3737170
Housing NZ Corp	LOT 12 DP 87284	54D/721	LOWER HUTT	3737230
Housing NZ Corp	LOT 2 DP 10178	699/59	LOWER HUTT	3924310
Housing NZ Corp	LOT 8 DP 87284	54D/717	LOWER HUTT	3737130
Housing NZ Corp	LOT 3 DP 90577	58A/890	LOWER HUTT	2957780
Housing NZ Corp	LOT 1 DP 88489	56B/5	LOWER HUTT	2959200
Housing NZ Corp	LOT 2 DP 87518	55A/409	PETONE	2956850
Housing NZ Corp	LOT 4 DP 87377	54D/903	PETONE	2957640
Housing NZ Corp	LOT 1 DP 90577	58A/888	LOWER HUTT	2957760
Housing NZ Corp	LOT 1 DP 88163	55C/908	PETONE	2955650
Housing NZ Corp	LOT 4 DP 88163	55C/911	PETONE	2955680
Housing NZ Corp	LOT 1 DP 88576	56B/204	PETONE	2955770
Housing NZ Corp	LOT 2 DP 87653	55A/725	PETONE	2803100
Housing NZ Corp	SECTION 14 BLOCK XVIII WILFORD SETTLEMENT	583/65	PETONE	2803290
Housing NZ Corp	SECTION 73 BLOCK IV HUTT VALLEY SETTLEMENT	379/270	LOWER HUTT	2803660
Housing NZ Corp	LOT 97 DP 1744	310/95	PETONE	2802340
Housing NZ Corp	LOT 8 DP 86769 AND LOT 10 DP 86769	54B/423	PETONE	2802400

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 4 DP 86769 AND LOT 10 DP 86769	54B/419	PETONE	2802440
Housing NZ Corp	LOT 2 DP 86804	54B/488	LOWER HUTT	2802520
Housing NZ Corp	LOTS 2 AND 4 DP 89777	57C/19	PETONE	2803060
Housing NZ Corp	LOT 1 DP 87283	54D/706	LOWER HUTT	2801410
Housing NZ Corp	LOT 2 DP 338103	156771	LOWER HUTT	2801620
Housing NZ Corp	SECTION 143 BLOCK VI HUTT VALLEY SETTLEMENT	373/56	LOWER HUTT	2802050
Housing NZ Corp	PART SECTION 788 AND SECTION 789 HUTT DISTRICT	50C/462	CROFT GROVE	2785100
Housing NZ Corp	PART SECTION 788 AND SECTION 789 HUTT DISTRICT	50C/462	CROFT GROVE	2785130
Housing NZ Corp	PART SECTION 788 AND SECTION 789 HUTT DISTRICT	50C/462	CROFT GROVE	2785160
Housing NZ Corp	PART SECTION 788 AND SECTION 789 HUTT DISTRICT	50C/462	CROFT GROVE	2785190
Housing NZ Corp	PART SECTION 788 AND SECTION 789 HUTT DISTRICT	50C/462	CROFT GROVE	2785220
Housing NZ Corp	PART SECTION 788 AND SECTION 789 HUTT DISTRICT	50C/462	CROFT GROVE	2785260
Housing NZ Corp	PART SECTION 788 AND SECTION 789 HUTT DISTRICT	50C/462	CROFT GROVE	2785280
Housing NZ Corp	PART SECTION 788 AND SECTION 789 HUTT DISTRICT	50C/462	CROFT GROVE	2784930
Housing NZ Corp	PART SECTION 788 AND SECTION 789 HUTT DISTRICT	50C/462	CROFT GROVE	2785010
Housing NZ Corp	PART SECTION 788 AND SECTION 789 HUTT DISTRICT	50C/462	CROFT GROVE	2785030

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	PART SECTION 788 AND SECTION 789 HUTT DISTRICT	50C/462	MOERA	2785070
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2781400
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2781430
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2781460
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2781490
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2781520
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2781190
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2781220
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2781250
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2781280
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2781310
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2781340
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2781370
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780950
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780980
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2781020
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2781040

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2781070
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2781130
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2781160
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780680
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780710
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780770
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780800
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780830
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780860
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780890
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780440
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780480
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780500
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780530
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780570
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780620
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780660

R. J. C.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780240
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780300
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780320
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780350
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780410
Housing NZ Corp	LOTS 8 AND 11 DP 83864	51B/8	LOWER HUTT	2775590
Housing NZ Corp	LOTS 5 AND 11 DP 83864	51B/5	LOWER HUTT	2775620
Housing NZ Corp	LOT 5 DP 84260	52A/24	PETONE	2731080
Housing NZ Corp	LOTS 1 AND 3 DP 44652	51A/633	PETONE	2659790
Housing NZ Corp	LOTS 1 AND 3 DP 44652	51A/633	PETONE	2659820
Housing NZ Corp	LOT 1 DP 84688	52B/214	PETONE	2637440
Housing NZ Corp	LOT 2 DP 84688	52B/215	PETONE	2637480
Housing NZ Corp	LOT 2 DP 84688	52B/215	PETONE	2637510
Housing NZ Corp	LOT 2 DP 84688	52B/215	PETONE	2637540
Housing NZ Corp	LOT 2 DP 84688	52B/215	PETONE	2637580
Housing NZ Corp	LOT 2 DP 84688	52B/215	PETONE	2637610
Housing NZ Corp	LOT 3 DP 84688	52B/216	PETONE	2637640

R. J. C.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 1 DP 84688	52B/214	PETONE	2637320
Housing NZ Corp	LOT 1 DP 84688	52B/214	PETONE	2637350
Housing NZ Corp	LOT 1 DP 84688	52B/214	PETONE	2637380
Housing NZ Corp	LOT 1 DP 84688	52B/214	PETONE	2637410
Housing NZ Corp	LOTS 1 AND 3 DP 44652	51A/633	PETONE	2620630
Housing NZ Corp	LOTS 1 AND 3 DP 44652	51A/633	PETONE	2620660
Housing NZ Corp	LOTS 1 AND 3 DP 44652	51A/633	PETONE	2620680
Housing NZ Corp	LOTS 1 AND 3 DP 44652	51A/633	PETONE	2620710
Housing NZ Corp	LOT 4 DP 70414 AND LOT 18 DP 18394	39A/134	PETONE	2616600
Housing NZ Corp	LOT 4 DP 70414 AND LOT 18 DP 18394	39A/134	PETONE	2616630
Housing NZ Corp	LOT 4 DP 70414 AND LOT 18 DP 18394	39A/134	PETONE	2616690
Housing NZ Corp	LOT 4 DP 70414 AND LOT 18 DP 18394	39A/134	PETONE	2616720
Housing NZ Corp	LOT 4 DP 70414 AND LOT 18 DP 18394	39A/134	PETONE	2616780
Housing NZ Corp	PART LOT 1 AND LOT 2 DP 11416	473/141	LOWER HUTT	2590790
Housing NZ Corp	PART LOT 1 AND LOT 2 DP 11416	473/141	LOWER HUTT	2590810
Housing NZ Corp	PART LOT 1 AND LOT 2 DP 11416	473/141	LOWER HUTT	2590860

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	SECTION 44 BLOCK XLIX HUTT VALLEY SETTLEMENT	51C/663	LOWER HUTT	2574080
Housing NZ Corp	LOT 1 DP 15805	51C/664	LOWER HUTT	2574450
Housing NZ Corp	LOT 4 DP 15805	51C/665	LOWER HUTT	2574490
Housing NZ Corp	LOT 3 DP 19414	50A/472	LOWER HUTT	2565360
Housing NZ Corp	LOT 1 DP 87065	54D/137	LOWER HUTT	2565380
Housing NZ Corp	LOT 1 DP 25154	50A/476	LOWER HUTT	2565420
Housing NZ Corp	LOT 8 DP 18394	51D/553	PETONE	2561200
Housing NZ Corp	LOT 6 DP 18394	51A/848	PETONE	2561240
Housing NZ Corp	LOT 4 DP 18394	51A/846	PETONE	2561260
Housing NZ Corp	LOT 2 DP 86801	54B/482	LOWER HUTT	2556740
Housing NZ Corp	LOT 8 DP 85415	53B/243	PETONE	2520850
Housing NZ Corp	LOT 36 DP 384	374/166	PETONE	2520100
Housing NZ Corp	LOT 1 DP 85415	53B/236	PETONE	2520780
Housing NZ Corp	LOT 6 DP 85415	53B/241	PETONE	2520820
Housing NZ Corp	SECTION 21 BLOCK LI HUTT VALLEY SETTLEMENT	396/192	LOWER HUTT	2506610
Housing NZ Corp	PART SECTION 10 BLOCK LI HUTT VALLEY SETTLEMENT	F4/437	LOWER HUTT	2506930

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	SECTION 46 BLOCK L HUTT VALLEY SETTLEMENT	398/53	LOWER HUTT	2507090
Housing NZ Corp	SECTION 120 BLOCK III HUTT VALLEY SETTLEMENT	374/79	LOWER HUTT	2507400
Housing NZ Corp	SECTION 129 BLOCK V HUTT VALLEY SETTLEMENT	373/182	LOWER HUTT	2507620
Housing NZ Corp	LOT 43 DP 8102	410/72	PETONE	2505190
Housing NZ Corp	SECTION 124 BLOCK V HUTT VALLEY SETTLEMENT	374/77	LOWER HUTT	2505790
Housing NZ Corp	LOT 20 DP 2340	207/225	PETONE	2502050
Housing NZ Corp	PART LOT 18 DP 1604	397/208	PETONE	2503820
Housing NZ Corp	LOT 25 DP 1984	314/91	LOWER HUTT	2501890
Housing NZ Corp	SECTION 125 BLOCK V HUTT VALLEY SETTLEMENT	373/65	LOWER HUTT	2501680
Housing NZ Corp	SECTION 54 BLOCK L HUTT VALLEY SETTLEMENT	384/127	LOWER HUTT	2505610
Housing NZ Corp	SECTION 35 BLOCK L HUTT VALLEY SETTLEMENT	390/226	LOWER HUTT	2507010
Housing NZ Corp	LOT 4 DP 85415	53B/239	PETONE	2520810
Housing NZ Corp	LOT 2 AND PART LOT 1 DP 11416	473/141	LOWER HUTT	2552360
Housing NZ Corp	LOT 19 DP 15569	46C/134	LOWER HUTT	2556890
Housing NZ Corp	LOT 10 DP 18394	51A/849	PETONE	2561180
Housing NZ Corp	LOT 15 DP 15570	50A/475	LOWER HUTT	2565410

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	PART LOT 1 AND LOT 2 DP 11416	473/141	LOWER HUTT	2590850
Housing NZ Corp	LOT 4 DP 70414 AND LOT 18 DP 18394	39A/134	PETONE	2616570
Housing NZ Corp	LOT 4 DP 70414 AND LOT 18 DP 18394	39A/134	PETONE	2616660
Housing NZ Corp	LOT 4 DP 70414 AND LOT 18 DP 18394	39A/134	PETONE	2616750
Housing NZ Corp	LOTS 1 AND 3 DP 44652	51A/633	PETONE	2620640
Housing NZ Corp	LOTS 1 AND 3 DP 44652	51A/633	PETONE	2620740
Housing NZ Corp	LOT 1 DP 84688	52B/214	PETONE	2637370
Housing NZ Corp	LOT 2 DP 84688	52B/215	PETONE	2637470
Housing NZ Corp	LOT 2 DP 84688	52B/215	PETONE	2637570
Housing NZ Corp	LOTS 1 AND 3 DP 44652	51A/633	PETONE	2659770
Housing NZ Corp	LOTS 9 AND 11 DP 83864	51B/9	LOWER HUTT	2775580
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780260
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780340
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780430
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780510
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780610
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780690

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780780
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780870
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780960
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2781050
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2781140
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2781230
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2781320
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2781410
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2781500
Housing NZ Corp	PART SECTION 788 AND SECTION 789 HUTT DISTRICT	50C/462	CROFT GROVE	2784950
Housing NZ Corp	PART SECTION 788 AND SECTION 789 HUTT DISTRICT	50C/462	CROFT GROVE	2785000
Housing NZ Corp	PART SECTION 788 AND SECTION 789 HUTT DISTRICT	50C/462	CROFT GROVE	2785090
Housing NZ Corp	PART SECTION 788 AND SECTION 789 HUTT DISTRICT	50C/462	CROFT GROVE	2785200
Housing NZ Corp	PART SECTION 788 AND SECTION 789 HUTT DISTRICT	50C/462	LOWER HUTT	2785300
Housing NZ Corp	PART SECTION 788 AND SECTION 789 HUTT DISTRICT	50C/462	LOWER HUTT	2785330
Housing NZ Corp	LOT 3 DP 87283	54D/708	LOWER HUTT	2801430

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 7 DP 338103	156776	LOWER HUTT	2801670
Housing NZ Corp	LOT 8 DP 338103	156777	LOWER HUTT	2801680
Housing NZ Corp	LOT 6 DP 86769, LOT 10 DP 86769	54B/421	PETONE	2802420
Housing NZ Corp	LOT 3 DP 87377	54D/902	LOWER HUTT	2957670
Housing NZ Corp	LOT 4 DP 90577	58A/891	LOWER HUTT	2957790
Housing NZ Corp	LOT 5 DP 87284	54D/714	LOWER HUTT	3737220
Housing NZ Corp	LOT 3 DP 88082	55C/761	PETONE	1961460
Housing NZ Corp	LOT 1 DP 70414	39A/11	PETONE	2734980
Housing NZ Corp	LOTS 3 AND 11 DP 83864	51B/3	LOWER HUTT	2775640
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780390
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780590
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780750
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2780920
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2781100
Housing NZ Corp	PART SECTION 788 AND SECTION 789 HUTT DISTRICT	50C/462	CROFT GROVE	2784980
Housing NZ Corp	PART SECTION 788 AND SECTION 789 HUTT DISTRICT	50C/462	LOWER HUTT	2785310
Housing NZ Corp	LOT 4 DP 337285	152937	LOWER HUTT	2800410

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 5 DP 338103	156774	LOWER HUTT	2801650
Housing NZ Corp	LOT 1 DP 88082	55C/759	PETONE	1958080
Housing NZ Corp	LOT 2 DP 88163	55C/909	PETONE	2955700
Housing NZ Corp	LOT 1 DP 86769 AND LOT 10 DP 86769	54B/416	PETONE	2802470
Housing NZ Corp	LOT 9 DP 86769 AND LOT 10 DP 86769	54B/424	PETONE	2802390
Housing NZ Corp	LOT 3 DP 84260	52A/22	PETONE	2731060
Housing NZ Corp	LOT 4 DP 70414 AND LOT 18 DP 18394	39A/134	PETONE	2616560
Housing NZ Corp	LOT 5 DP 15805	51C/666	LOWER HUTT	2574510
Housing NZ Corp	LOT 8 DP 18394	51D/553	PETONE	2561210
Housing NZ Corp	SECTION 25 BLOCK II HUTT VALLEY SETTLEMENT	372/122	LOWER HUTT	2507640
Housing NZ Corp	SECTION 22 BLOCK LI HUTT VALLEY SETTLEMENT	391/258	LOWER HUTT	2506750
Housing NZ Corp	SECTION 45 BLOCK L HUTT VALLEY SETTLEMENT	396/252	LOWER HUTT	2502680
Housing NZ Corp	LOT 3 DP 88576	56B/206	PETONE	2955800
Housing NZ Corp	LOT 2 DP 86769 AND LOT 10 DP 86769	54B/417	PETONE	2802460
Housing NZ Corp	LOT 2 DP 337285	152935	LOWER HUTT	2800430
Housing NZ Corp	LOT 1 DP 87377	54D/900	LOWER HUTT	2957650

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 1 DP 84435	52A/431	PETONE	6000164
Housing NZ Corp	LOT 4 DP 70414 AND LOT 18 DP 18394	39A/134	PETONE	2616670
Housing NZ Corp	LOT 1 DP 337285	152934	LOWER HUTT	2800440
Housing NZ Corp	LOT 2 DP 21346	971/58	ALICETOWN	6000387
Housing NZ Corp	LOT 2 DP 21346	971/58	ALICETOWN	6000388
Housing NZ Corp	LOT 2 DP 21346	971/58	ALICETOWN	6000389
Housing NZ Corp	LOT 2 DP 21346	971/58	ALICETOWN	6000390
Housing NZ Corp	LOT 2 DP 21346	971/58	ALICETOWN	6000391
Housing NZ Corp	LOT 2 DP 21346	971/58	ALICETOWN	6000392
Housing NZ Corp	LOT 2 DP 21346	971/58	ALICETOWN	6000393
Housing NZ Corp	LOT 2 DP 21346	971/58	ALICETOWN	6000394
Housing NZ Corp	SECTION 104 BLOCK III HUTT VALLEY SETTLEMENT	369/277	LOWER HUTT	6000396
Housing NZ Corp	SECTION 10 BLOCK XLIX HUTT VALLEY SETTLEMENT AND LOT 3 DP 9959	556/102	MOERA	6000687
Housing NZ Corp	SECTION 10 BLOCK XLIX HUTT VALLEY SETTLEMENT AND LOT 3 DP 9959	556/102	MOERA	6000688
Housing NZ Corp	SECTION 10 BLOCK XLIX HUTT VALLEY SETTLEMENT AND LOT 3 DP 9959	556/102	MOERA	6000689

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	SECTION 10 BLOCK XLIX HUTT VALLEY SETTLEMENT AND LOT 3 DP 9959	556/102	MOERA	6000690
Housing NZ Corp	SECTION 10 BLOCK XLIX HUTT VALLEY SETTLEMENT AND LOT 3 DP 9959	556/102	MOERA	6000691
Housing NZ Corp	SECTION 10 BLOCK XLIX HUTT VALLEY SETTLEMENT AND LOT 3 DP 9959	556/102	MOERA	6000692
Housing NZ Corp	SECTION 10 BLOCK XLIX HUTT VALLEY SETTLEMENT AND LOT 3 DP 9959	556/102	MOERA	6000693
Housing NZ Corp	SECTION 10 BLOCK XLIX HUTT VALLEY SETTLEMENT AND LOT 3 DP 9959	556/102	MOERA	6000694
Housing NZ Corp	SECTION 10 BLOCK XLIX HUTT VALLEY SETTLEMENT AND LOT 3 DP 9959	556/102	MOERA	6000695
Housing NZ Corp	SECTION 10 BLOCK XLIX HUTT VALLEY SETTLEMENT AND LOT 3 DP 9959	556/102	MOERA	6000696
Housing NZ Corp	SECTION 10 BLOCK XLIX HUTT VALLEY SETTLEMENT AND LOT 3 DP 9959	556/102	MOERA	6000697
Housing NZ Corp	SECTION 10 BLOCK XLIX HUTT VALLEY SETTLEMENT AND LOT 3 DP 9959	556/102	MOERA	6000698
Housing NZ Corp	SECTION 10 BLOCK XLIX HUTT VALLEY SETTLEMENT AND LOT 3 DP 9959	556/102	MOERA	6000699

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	SECTION 10 BLOCK XLIX HUTT VALLEY SETTLEMENT AND LOT 3 DP 9959	556/102	MOERA	6000700
Housing NZ Corp	SECTION 10 BLOCK XLIX HUTT VALLEY SETTLEMENT AND LOT 3 DP 9959	556/102	MOERA	6000701
Housing NZ Corp	SECTION 10 BLOCK XLIX HUTT VALLEY SETTLEMENT AND LOT 3 DP 9959	556/102	MOERA	6000702
Housing NZ Corp	SECTION 10 BLOCK XLIX HUTT VALLEY SETTLEMENT AND LOT 3 DP 9959	556/102	MOERA	6000703
Housing NZ Corp	LOT 2 AND PART LOT 1 DP 7388 AND LOT 4 DP 2703	329/168	WELLINGTON	6000018
Housing NZ Corp	LOT 2 AND PART LOT 1 DP 7388 AND LOT 4 DP 2703	329/168	WELLINGTON	6000022
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714810
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714830
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714860
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714700
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714710
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714720
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714740
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714770

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714790
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714800
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714560
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714590
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714610
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714620
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714630
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714650
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714680
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714440
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714450
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714470
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714500
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714520
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714530
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714540
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714320

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714340
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714350
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714360
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714380
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714410
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714430
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714190
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714200
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714230
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714250
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714260
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714270
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714290
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714070
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714080
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714090
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714110

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714140
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714160
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714170
Housing NZ Corp	LOT 2 DP 363050	256860	WELLINGTON	2713930
Housing NZ Corp	LOT 2 DP 363050	256860	WELLINGTON	2713960
Housing NZ Corp	LOT 2 DP 363050	256860	WELLINGTON	2713980
Housing NZ Corp	LOT 2 DP 363050	256860	WELLINGTON	2713990
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714000
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714020
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714050
Housing NZ Corp	LOT 2 DP 363050	256860	WELLINGTON	2713840
Housing NZ Corp	LOT 2 DP 363050	256860	WELLINGTON	2713850
Housing NZ Corp	LOT 2 DP 363050	256860	WELLINGTON	2713890
Housing NZ Corp	LOT 2 DP 363050	256860	WELLINGTON	2713900
Housing NZ Corp	LOT 2 DP 363050	256860	WELLINGTON	2713910
Housing NZ Corp	LOT 2 AND PART LOT 1 DP 7388 AND LOT 4 DP 2703	329/168	WELLINGTON	6000029
Housing NZ Corp	LOT 2 AND PART LOT 1 DP 7388 AND LOT 4 DP 2703	329/168	WELLINGTON	6000027

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590600
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590630
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590640
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590660
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590670
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590480
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590490
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590510
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590540
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590550
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590570
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590580
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590360
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590370
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590390
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590400
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590420

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590450
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590460
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590220
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590240
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590270
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590280
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590300
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590310
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590330
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590100
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590120
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590130
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590150
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590180
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590190
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590210
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2589970

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590000
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590010
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590030
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590040
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590060
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590090
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2589850
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2589860
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2589880
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2589910
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2589920
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2589940
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2589950
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2589730
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2589740
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2589760
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2589770

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2589790
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2589820
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2589830
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2589590
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2589610
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2589640
Housing NZ Corp	LOT 2 DP 8016	48C/375	TE ARO	2589650
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2589670
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2589680
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2589700
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2589510
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2589520
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2589550
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2589560
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2589580
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2552750
Housing NZ Corp	LOT 2 AND PART LOT 1 DP 7388 AND LOT 4 DP 2703	256859	WELLINGTON	2550160

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 2 AND PART LOT 1 DP 7388 AND LOT 4 DP 2703	256859	WELLINGTON	2550580
Housing NZ Corp	LOT 2 AND PART LOT 1 DP 7388 AND LOT 4 DP 2703	329/168	WELLINGTON	6000030
Housing NZ Corp	LOT 2 AND PART LOT 1 DP 7388 AND LOT 4 DP 2703	329/168	WELLINGTON	6000037
Housing NZ Corp	LOT 2 AND PART LOT 1 DP 7388 AND LOT 4 DP 2703	329/168	WELLINGTON	6000035
Housing NZ Corp	LOT 2 AND PART LOT 1 DP 7388 AND LOT 4 DP 2703	329/168	WELLINGTON	6000034
Housing NZ Corp	LOT 2 AND PART LOT 1 DP 7388 AND LOT 4 DP 2703	329/168	WELLINGTON	6000031
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	6000045
Housing NZ Corp	LOT 2 AND PART LOT 1 DP 7388 AND LOT 4 DP 2703	329/168	WELLINGTON	6000026
Housing NZ Corp	LOT 2 AND PART LOT 1 DP 7388 AND LOT 4 DP 2703	329/168	WELLINGTON	6000025
Housing NZ Corp	LOT 2 AND PART LOT 1 DP 7388 AND LOT 4 DP 2703	329/168	WELLINGTON	6000044
Housing NZ Corp	LOT 2 AND PART LOT 1 DP 7388 AND LOT 4 DP 2703	329/168	WELLINGTON	6000033
Housing NZ Corp	LOT 2 AND PART LOT 1 DP 7388 AND LOT 4 DP 2703	329/168	WELLINGTON	6000024
Housing NZ Corp	LOT 2 AND PART LOT 1 DP 7388 AND LOT 4 DP 2703	329/168	WELLINGTON	6000042
Housing NZ Corp	LOT 2 AND PART LOT 1 DP 7388 AND LOT 4 DP 2703	329/168	WELLINGTON	6000041
Housing NZ Corp	LOT 2 AND PART LOT 1 DP 7388 AND LOT 4 DP 2703	329/168	WELLINGTON	6000040

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 2 AND PART LOT 1 DP 7388 AND LOT 4 DP 2703	329/168	WELLINGTON	6000021
Housing NZ Corp	LOT 2 AND PART LOT 1 DP 7388 AND LOT 4 DP 2703	329/168	WELLINGTON	6000032
Housing NZ Corp	LOT 2 AND PART LOT 1 DP 7388 AND LOT 4 DP 2703	329/168	WELLINGTON	6000039
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2589570
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2589600
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2589660
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2589690
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2589750
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2589780
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2589840
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2589870
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2589930
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2589960
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590050
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590110
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590140
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590200

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590230
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590320
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590380
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590410
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590470
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590500
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590590
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590650
Housing NZ Corp	LOT 2 DP 363050	256860	WELLINGTON	2713830
Housing NZ Corp	LOT 2 DP 363050	256860	WELLINGTON	2713860
Housing NZ Corp	LOT 2 DP 363050	256860	WELLINGTON	2713880
Housing NZ Corp	LOT 2 DP 363050	256860	WELLINGTON	2713920
Housing NZ Corp	LOT 2 DP 363050	256860	WELLINGTON	2713970
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714010
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714030
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714060
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714100

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714150
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714180
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714210
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714240
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714280
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714330
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714370
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714390
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714420
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714460
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714510
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714550
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714570
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714600
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714640
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714690
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714730

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714750
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714780
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714820
Housing NZ Corp	LOT 2 DP 363050	256860	WELLINGTON	2714870
Housing NZ Corp	LOT 2 AND PART LOT 1 DP 7388 AND LOT 4 DP 2703	329/168	WELLINGTON	6000020
Housing NZ Corp	LOT 2 AND PART LOT 1 DP 7388 AND LOT 4 DP 2703	329/168	WELLINGTON	6000019
Housing NZ Corp	LOT 2 AND PART LOT 1 DP 7388 AND LOT 4 DP 2703	256859	WELLINGTON	2550400
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2589530
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2589540
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2589620
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2589630
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2589710
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2589720
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2589800
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2589810
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2589890
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2589900

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2589980
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2589990
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590070
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590080
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590160
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590170
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590250
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590260
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590340
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590350
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590430
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590440
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590520
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590530
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590610
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590620
Housing NZ Corp	LOT 2 AND PART LOT 1 DP 7388 AND LOT 4 DP 2703	329/168	WELLINGTON	6000028

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 2 DP 363050	256860	WELLINGTON	2713870
Housing NZ Corp	LOT 2 DP 363050	256860	WELLINGTON	2713950
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714040
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714130
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714220
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714310
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714400
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714490
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714580
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714670
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714760
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714850
Housing NZ Corp	LOT 2 AND PART LOT 1 DP 7388 AND LOT 4 DP 2703	329/168	WELLINGTON	6000017
Housing NZ Corp	LOT 2 AND PART LOT 1 DP 7388 AND LOT 4 DP 2703	329/168	WELLINGTON	6000038
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590020
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590290
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	2590560

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 2 DP 363050	256860	WELLINGTON	2713940
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714120
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714300
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714480
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714660
Housing NZ Corp	LOT 1 DP 363050	256859	WELLINGTON	2714840
Housing NZ Corp	LOT 2 AND PART LOT 1 DP 7388 AND LOT 4 DP 2703	329/168	WELLINGTON	6000023
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	6000046
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	6000047
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	6000048
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	6000049
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	6000050
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	6000051
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	6000052
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	6000053
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	6000054
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	6000055

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	6000056
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	6000057
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	6000058
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	6000059
Housing NZ Corp	LOT 2 DP 8016	48C/375	WELLINGTON	6000060
Housing NZ Corp	LOT 2 AND PART LOT 1 DP 7388 AND LOT 4 DP 2703	329/168	WELLINGTON	6000065
Housing NZ Corp	LOT 5 DP 56585	26B/261	NEWLANDS	2805030
Housing NZ Corp	LOT 5 DP 56585	26B/261	NEWLANDS	2805040
Housing NZ Corp	LOT 2 DP 340047	164518	NEWTOWN	2695130
Housing NZ Corp	LOT 2 DP 340047	164518	NEWTOWN	2695160
Housing NZ Corp	LOT 2 DP 340047	164518	NEWTOWN	2695180
Housing NZ Corp	LOT 2 DP 340047	164518	NEWTOWN	2695190
Housing NZ Corp	LOT 2 DP 340047	164518	MT COOK	2695210
Housing NZ Corp	LOT 2 DP 340047	164518	NEWTOWN	2695220
Housing NZ Corp	LOT 2 DP 340047	164518	NEWTOWN	2695250
Housing NZ Corp	LOT 2 DP 340047	164518	NEWTOWN	2695010
Housing NZ Corp	LOT 2 DP 340047	164518	NEWTOWN	2695030

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 2 DP 340047	164518	NEWTOWN	2695040
Housing NZ Corp	LOT 2 DP 340047	164518	NEWTOWN	2695070
Housing NZ Corp	LOT 2 DP 340047	164518	NEWTOWN	2695090
Housing NZ Corp	LOT 2 DP 340047	164518	NEWTOWN	2695100
Housing NZ Corp	LOT 2 DP 340047	164518	NEWTOWN	2695120
Housing NZ Corp	LOT 2 DP 340047	164518	MT COOK	2694890
Housing NZ Corp	LOT 2 DP 340047	164518	NEWTOWN	2694910
Housing NZ Corp	LOT 2 DP 340047	164518	NEWTOWN	2694920
Housing NZ Corp	LOT 2 DP 340047	164518	NEWTOWN	2694940
Housing NZ Corp	LOT 2 DP 340047	164518	NEWTOWN	2694960
Housing NZ Corp	LOT 2 DP 340047	164518	NEWTOWN	2694980
Housing NZ Corp	LOT 2 DP 340047	164518	NEWTOWN	2695000
Housing NZ Corp	LOT 2 DP 340047	164518	MT COOK	2694760
Housing NZ Corp	LOT 2 DP 340047	164518	MT COOK	2694770
Housing NZ Corp	LOT 2 DP 340047	164518	MT COOK	2694800
Housing NZ Corp	LOT 2 DP 340047	164518	MT COOK	2694820
Housing NZ Corp	LOT 2 DP 340047	164518	MT COOK	2694830

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 2 DP 340047	164518	MT COOK	2694850
Housing NZ Corp	LOT 2 DP 340047	164518	MT COOK	2694860
Housing NZ Corp	LOT 2 DP 340047	164518	MT COOK	2694730
Housing NZ Corp	LOT 2 DP 340047	164518	MT COOK	2694740
Housing NZ Corp	LOT 4 DP 83012	49C/665	WILTON	2643310
Housing NZ Corp	LOT 2 DP 26409	D2/170	WILTON	2643340
Housing NZ Corp	LOT 2 DP 83012	49C/663	WILTON	2643300
Housing NZ Corp	LOT 119 DP 16505	45C/246	KHANDALLAH	2623190
Housing NZ Corp	LOT 1 DP 89711	57A/889	WILTON	2602250
Housing NZ Corp	LOT 1 DP 15402	51C/935	WILTON	2602090
Housing NZ Corp	LOT 1 DP 15402	51C/935	WILTON	2602100
Housing NZ Corp	LOT 1 DP 89524	57A/517	KHANDALLAH	2599190
Housing NZ Corp	LOT 4 DP 89524	57A/520	KHANDALLAH	2599220
Housing NZ Corp	LOT 2 DP 90557	57D/633	KHANDALLAH	2599240
Housing NZ Corp	LOT 2 DP 83437	50B/883	NGAIO	2585640
Housing NZ Corp	LOT 18 DP 19071	47D/470	NGAIO	2587650
Housing NZ Corp	LOT 2 DP 89705	57A/841	NGAIO	2585620

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 42 BLOCK IV DP 2424	48C/111	KHANDALLAH	2575130
Housing NZ Corp	LOT 1 DP 90643	58C/73	NORTHLAND	2576500
Housing NZ Corp	LOT 2 DP 88864	56B/954	KHANDALLAH	2566680
Housing NZ Corp	LOT 1 DP 88864	56B/953	KHANDALLAH	2566670
Housing NZ Corp	LOT 13 DP 19955	46B/91	KHANDALLAH	2562690
Housing NZ Corp	LOT 14 DP 20350	46B/610	KHANDALLAH	2562770
Housing NZ Corp	LOT 12 DP 20350	46C/343	KHANDALLAH	2562790
Housing NZ Corp	LOT 25 DP 20350	46B/289	KHANDALLAH	2562970
Housing NZ Corp	LOT 2 DP 86393	54A/609	KHANDALLAH	2562100
Housing NZ Corp	LOT 1 DP 20265	45C/247	KHANDALLAH	2562410
Housing NZ Corp	LOT 15 DP 19955	45C/252	KHANDALLAH	2562670
Housing NZ Corp	LOT 2 DP 90540	58A/819	KHANDALLAH	2561660
Housing NZ Corp	LOT 1 DP 90540	58A/818	KHANDALLAH	2561670
Housing NZ Corp	PART LOT 17 DP 13918	48C/945	KHANDALLAH	2561780
Housing NZ Corp	LOT 2 DP 29907	6C/450	KHANDALLAH	2562080
Housing NZ Corp	LOT 12 DP 19956	45C/262	NORTHLAND	2557250
Housing NZ Corp	LOT 1 DP 90443	57D/535	NORTHLAND	2557370

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 47 DP 2226	406/9	NORTHLAND	2503710
Housing NZ Corp	FL 2 DP 83524 LOT 2 DP 83522	50D/78	NEWTOWN	2803230
Housing NZ Corp	LOT 1 DP 83522	50D/73	NEWTOWN	2803250
Housing NZ Corp	LOT 3 DP 4627	276/36	NEWTOWN	1197510
Housing NZ Corp	LOT 2 DP 90541	58A/821	NORTHLAND	2557200
Housing NZ Corp	LOT 2 DP 90443	57D/536	NORTHLAND	2557360
Housing NZ Corp	LOT 2 DP 85829	53C/513	KHANDALLAH	2561740
Housing NZ Corp	LOT 3 DP 13918	45C/250	KHANDALLAH	2561870
Housing NZ Corp	LOT 34 DP 13918	48C/110	KHANDALLAH	2562720
Housing NZ Corp	LOT 2 DP 90643	58C/74	NORTHLAND	2576490
Housing NZ Corp	LOT 1 DP 89705	57A/840	NGAIO	2585630
Housing NZ Corp	LOT 2 DP 20488	45C/331	WILTON	2592100
Housing NZ Corp	LOT 2 DP 89524	57A/518	KHANDALLAH	2599200
Housing NZ Corp	LOT 3 DP 90557	57D/634	KHANDALLAH	2599230
Housing NZ Corp	LOT 1 DP 90557	57D/632	KHANDALLAH	2599250
Housing NZ Corp	LOT 2 DP 20613	48C/120	NORTHLAND	2599280
Housing NZ Corp	LOT 2 DP 89711	57A/890	WILTON	2602240

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 3 DP 83012	49C/664	WILTON	2643320
Housing NZ Corp	LOT 2 DP 340047	164518	MT COOK	2694750
Housing NZ Corp	LOT 2 DP 340047	164518	MT COOK	2694780
Housing NZ Corp	LOT 2 DP 340047	164518	MT COOK	2694810
Housing NZ Corp	LOT 2 DP 340047	164518	MT COOK	2694840
Housing NZ Corp	LOT 2 DP 340047	164518	MT COOK	2694870
Housing NZ Corp	LOT 2 DP 340047	164518	NEWTOWN	2694900
Housing NZ Corp	LOT 2 DP 340047	164518	NEWTOWN	2694930
Housing NZ Corp	LOT 2 DP 340047	164518	NEWTOWN	2694950
Housing NZ Corp	LOT 2 DP 340047	164518	NEWTOWN	2694990
Housing NZ Corp	LOT 2 DP 340047	164518	NEWTOWN	2695020
Housing NZ Corp	LOT 2 DP 340047	164518	NEWTOWN	2695050
Housing NZ Corp	LOT 2 DP 340047	164518	NEWTOWN	2695080
Housing NZ Corp	LOT 2 DP 340047	164518	NEWTOWN	2695110
Housing NZ Corp	LOT 2 DP 340047	164518	NEWTOWN	2695140
Housing NZ Corp	LOT 2 DP 340047	164518	NEWTOWN	2695170
Housing NZ Corp	LOT 2 DP 340047	164518	NEWTOWN	2695200

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 2 DP 340047	164518	NEWTOWN	2695230
Housing NZ Corp	LOT 2 DP 340047	164518	NEWTOWN	2695260
Housing NZ Corp	LOT 1 DP 90541	58A/820	NORTHLAND	2557190
Housing NZ Corp	LOT 1 DP 85829	53C/512	KHANDALLAH	2561730
Housing NZ Corp	LOT 3 DP 19387	25D/954	WILTON	2596360
Housing NZ Corp	LOT 3 DP 89524	57A/519	KHANDALLAH	2599210
Housing NZ Corp	LOT 2 DP 340047	164518	MT COOK	2694790
Housing NZ Corp	LOT 2 DP 340047	164518	NEWTOWN	2694880
Housing NZ Corp	LOT 2 DP 340047	164518	NEWTOWN	2694970
Housing NZ Corp	LOT 2 DP 340047	164518	NEWTOWN	2695060
Housing NZ Corp	LOT 2 DP 340047	164518	NEWTOWN	2695150
Housing NZ Corp	LOT 2 DP 340047	164518	NEWTOWN	2695240
Housing NZ Corp	LOT 1 DP 83195	50B/256	BERHAMPORE	2633030
Housing NZ Corp	LOT 1 DP 83195	50B/256	BERHAMPORE	2632880
Housing NZ Corp	LOT 1 DP 83195	50B/256	BERHAMPORE	2632890
Housing NZ Corp	LOT 1 DP 83195	50B/256	BERHAMPORE	2632930
Housing NZ Corp	LOT 1 DP 83195	50B/256	BERHAMPORE	2632940

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 1 DP 83195	50B/256	BERHAMPORE	2632950
Housing NZ Corp	LOT 1 DP 83195	50B/256	BERHAMPORE	2632970
Housing NZ Corp	LOT 1 DP 83195	50B/256	BERHAMPORE	2632980
Housing NZ Corp	LOT 1 DP 83195	50B/256	BERHAMPORE	2632820
Housing NZ Corp	LOT 1 DP 83195	50B/256	BERHAMPORE	2632830
Housing NZ Corp	LOT 1 DP 83195	50B/256	BERHAMPORE	2632840
Housing NZ Corp	LOT 1 DP 83195	50B/256	BERHAMPORE	2632850
Housing NZ Corp	LOT 1 DP 83195	50B/256	BERHAMPORE	2632860
Housing NZ Corp	LOT 2 DP 57300	50A/938	BERHAMPORE	2580420
Housing NZ Corp	LOT 2 DP 57300	50A/938	BERHAMPORE	2580430
Housing NZ Corp	LOT 2 DP 57300	50A/938	BERHAMPORE	2580450
Housing NZ Corp	LOT 2 DP 57300	50A/938	BERHAMPORE	2580460
Housing NZ Corp	LOT 2 DP 57300	50A/938	BERHAMPORE	2580500
Housing NZ Corp	LOT 2 DP 57300	50A/938	BERHAMPORE	2580280
Housing NZ Corp	LOT 2 DP 57300	50A/938	BERHAMPORE	2580320
Housing NZ Corp	LOT 2 DP 57300	50A/938	BERHAMPORE	2580330
Housing NZ Corp	LOT 2 DP 57300	50A/938	BERHAMPORE	2580340

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 2 DP 57300	50A/938	BERHAMPORE	2580360
Housing NZ Corp	LOT 2 DP 57300	50A/938	BERHAMPORE	2580370
Housing NZ Corp	LOT 2 DP 57300	50A/938	BERHAMPORE	2580410
Housing NZ Corp	LOT 2 DP 57300	50A/938	BERHAMPORE	2580160
Housing NZ Corp	LOT 2 DP 57300	50A/938	BERHAMPORE	2580180
Housing NZ Corp	LOT 2 DP 57300	50A/938	BERHAMPORE	2580190
Housing NZ Corp	LOT 2 DP 57300	50A/938	BERHAMPORE	2580240
Housing NZ Corp	LOT 2 DP 57300	50A/938	BERHAMPORE	2580250
Housing NZ Corp	LOT 2 DP 57300	50A/938	BERHAMPORE	2580270
Housing NZ Corp	LOT 2 DP 57300	50A/938	BERHAMPORE	2580050
Housing NZ Corp	LOT 2 DP 57300	50A/938	BERHAMPORE	2580060
Housing NZ Corp	LOT 2 DP 57300	50A/938	BERHAMPORE	2580070
Housing NZ Corp	LOT 2 DP 57300	50A/938	BERHAMPORE	2580090
Housing NZ Corp	LOT 2 DP 57300	50A/938	BERHAMPORE	2580100
Housing NZ Corp	LOT 2 DP 57300	50A/938	BERHAMPORE	2580140
Housing NZ Corp	LOT 2 DP 57300	50A/938	BERHAMPORE	2580150
Housing NZ Corp	LOT 57 DP 1892	407/179	ISLAND BAY	2520060

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 4 DP 2403	202/81	BERHAMPORE	2520090
Housing NZ Corp	LOT 8 DP 1681	181/170	NEWTOWN	2520110
Housing NZ Corp	LOT 18 DP 8065	379/90	VOGELTOWN	2504240
Housing NZ Corp	PART LOT 3 DP 9591	37A/285	ISLAND BAY	2503860
Housing NZ Corp	LOT 13 BLOCK II DP 1810	363/269	VOGELTOWN	2501460
Housing NZ Corp	LOT 2 DP 57300	50A/938	WELLINGTON	6000002
Housing NZ Corp	LOT 2 DP 57300	50A/938	BERHAMPORE	6000003
Housing NZ Corp	LOT 1 DP 90162	57C/804	NEWTOWN	2805490
Housing NZ Corp	LOT 2 DP 12121	606/13	ISLAND BAY	2806090
Housing NZ Corp	LOT 2 DP 57300	50A/938	WELLINGTON	6000004
Housing NZ Corp	LOT 2 DP 57300	50A/938	WELLINGTON	6000005
Housing NZ Corp	LOT 2 DP 57300	50A/938	WELLINGTON	6000006
Housing NZ Corp	LOT 1 DP 83195	50B/256	WELLINGTON	6000007
Housing NZ Corp	LOT 1 DP 316161	63189	BERHAMPORE	2804770
Housing NZ Corp	LOT 1 DP 316161	63189	BERHAMPORE	2804790
Housing NZ Corp	LOT 1 DP 316161	63189	BERHAMPORE	2804800
Housing NZ Corp	LOT 1 DP 316161	63189	BERHAMPORE	2804650

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 1 DP 316161	63189	BERHAMPORE	2804670
Housing NZ Corp	LOT 1 DP 316161	63189	BERHAMPORE	2804680
Housing NZ Corp	LOT 1 DP 316161	63189	BERHAMPORE	2804700
Housing NZ Corp	LOT 1 DP 316161	63189	BERHAMPORE	2804710
Housing NZ Corp	LOT 1 DP 316161	63189	BERHAMPORE	2804730
Housing NZ Corp	PART LOT 1 DP 22173	50C/264	BERHAMPORE	2804040
Housing NZ Corp	PART LOT 1 DP 22173	50C/264	BERHAMPORE	2804070
Housing NZ Corp	PART LOT 1 DP 22173	50C/264	BERHAMPORE	2804080
Housing NZ Corp	PART LOT 1 DP 22173	50C/264	BERHAMPORE	2804100
Housing NZ Corp	PART LOT 1 DP 22173	50C/264	BERHAMPORE	2804110
Housing NZ Corp	PART LOT 1 DP 22173	50C/264	BERHAMPORE	2803900
Housing NZ Corp	PART LOT 1 DP 22173	50C/264	BERHAMPORE	2803920
Housing NZ Corp	PART LOT 1 DP 22173	50C/264	BERHAMPORE	2803950
Housing NZ Corp	PART LOT 1 DP 22173	50C/264	BERHAMPORE	2803970
Housing NZ Corp	PART LOT 1 DP 22173	50C/264	BERHAMPORE	2803990
Housing NZ Corp	PART LOT 1 DP 22173	50C/264	BERHAMPORE	2804010
Housing NZ Corp	PART LOT 1 DP 22173	50C/264	BERHAMPORE	2803790

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	PART LOT 1 DP 22173	50C/264	BERHAMPORE	2803800
Housing NZ Corp	PART LOT 1 DP 22173	50C/264	BERHAMPORE	2803810
Housing NZ Corp	PART LOT 1 DP 22173	50C/264	BERHAMPORE	2803830
Housing NZ Corp	PART LOT 1 DP 22173	50C/264	BERHAMPORE	2803860
Housing NZ Corp	PART LOT 1 DP 22173	50C/264	BERHAMPORE	2803880
Housing NZ Corp	LOT 2 DP 90162	57C/805	NEWTOWN	2803690
Housing NZ Corp	LOT 2 DP 90162	57C/805	NEWTOWN	2803710
Housing NZ Corp	PART LOT 1 DP 22173	50C/264	BERHAMPORE	2803750
Housing NZ Corp	PART LOT 1 DP 22173	50C/264	BERHAMPORE	2803770
Housing NZ Corp	LOT 2 DP 83195	50B/257	BERHAMPORE	2802950
Housing NZ Corp	LOT 2 DP 83195	50B/257	BERHAMPORE	2802980
Housing NZ Corp	LOT 2 DP 83195	50B/257	BERHAMPORE	2803000
Housing NZ Corp	LOT 18 DP 1835	223/291	BERHAMPORE	2802150
Housing NZ Corp	LOT 1 DP 9723	436/115	NEWTOWN	2802280
Housing NZ Corp	LOT 1 DP 86933	54B/774	BROOKLYN	2801140
Housing NZ Corp	LOT 1 DP 50581	48C/369	NEWTOWN	2795770
Housing NZ Corp	LOT 1 DP 50581	48C/369	NEWTOWN	2795650

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 1 DP 50581	48C/369	NEWTOWN	2795660
Housing NZ Corp	LOT 1 DP 50581	48C/369	NEWTOWN	2795680
Housing NZ Corp	LOT 1 DP 50581	48C/369	NEWTOWN	2795700
Housing NZ Corp	LOT 1 DP 50581	48C/369	NEWTOWN	2795710
Housing NZ Corp	LOT 1 DP 50581	48C/369	NEWTOWN	2795720
Housing NZ Corp	LOT 1 DP 50581	48C/369	NEWTOWN	2795750
Housing NZ Corp	LOT 1 DP 50581	48C/369	NEWTOWN	2795520
Housing NZ Corp	LOT 1 DP 50581	48C/369	NEWTOWN	2795550
Housing NZ Corp	LOT 1 DP 50581	48C/369	NEWTOWN	2795560
Housing NZ Corp	LOT 1 DP 50581	48C/369	NEWTOWN	2795580
Housing NZ Corp	LOT 1 DP 50581	48C/369	NEWTOWN	2795600
Housing NZ Corp	LOT 1 DP 50581	48C/369	NEWTOWN	2795610
Housing NZ Corp	LOT 1 DP 50581	48C/369	NEWTOWN	2795620
Housing NZ Corp	LOT 1 DP 50581	48C/369	NEWTOWN	2795460
Housing NZ Corp	LOT 1 DP 50581	48C/369	NEWTOWN	2795480
Housing NZ Corp	LOT 1 DP 50581	48C/369	NEWTOWN	2795500
Housing NZ Corp	LOT 1 DP 50581	48C/369	NEWTOWN	2795510

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 2 DP 81761	48B/468	BROOKLYN	2785640
Housing NZ Corp	LOT 1 DP 81761	48B/467	BROOKLYN	2785650
Housing NZ Corp	LOT 2 DP 85001	53A/29	BROOKLYN	2783050
Housing NZ Corp	LOT 1 DP 85001	53A/28	BROOKLYN	2783060
Housing NZ Corp	LOT 2 DP 57300	50A/938	WELLINGTON	6000008
Housing NZ Corp	LOT 2 DP 57300	50A/938	WELLINGTON	6000009
Housing NZ Corp	LOT 2 DP 83195	50B/257	BERHAMPORE	2802960
Housing NZ Corp	SUBDIVISION 2 OF SECTION 817 TOWN OF WELLINGTON	5B/897	NEWTOWN	2802360
Housing NZ Corp	LOT 2 DP 83195	50B/257	BERHAMPORE	2802970
Housing NZ Corp	LOT 2 DP 57300	50A/938	WELLINGTON	6000010
Housing NZ Corp	LOT 2 DP 57300	50A/938	BERHAMPORE	2580230
Housing NZ Corp	LOTS 79 AND 84 DP 24	31B/869	NEWTOWN	1198080
Housing NZ Corp	LOTS 79 AND 84 DP 24	31B/869	NEWTOWN	1198100
Housing NZ Corp	LOTS 79 AND 84 DP 24	31B/869	NEWTOWN	1198000
Housing NZ Corp	LOTS 79 AND 84 DP 24	31B/869	NEWTOWN	1198060
Housing NZ Corp	PART LOT 3 DP 6751	319/26	NEWTOWN	1174140
Housing NZ Corp	LOT 2 DP 57300	50A/938	WELLINGTON	6000011

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 2 DP 57300	50A/938	WELLINGTON	6000013
Housing NZ Corp	LOT 2 DP 57300	50A/938	WELLINGTON	6000012
Housing NZ Corp	LOT 1 DP 83195	50B/256	WELLINGTON	6000014
Housing NZ Corp	LOT 24 DP 29859	6C/471	ISLAND BAY	2783030
Housing NZ Corp	LOT 2 DP 5492	364/76	ISLAND BAY	2503090
Housing NZ Corp	LOT 15 AND PART LOT 14 BLOCK D DP 467	130/231	NEWTOWN	2520620
Housing NZ Corp	LOT 2 DP 57300	50A/938	BERHAMPORE	2580080
Housing NZ Corp	LOT 2 DP 57300	50A/938	BERHAMPORE	2580110
Housing NZ Corp	LOT 2 DP 57300	50A/938	BERHAMPORE	2580170
Housing NZ Corp	LOT 2 DP 57300	50A/938	BERHAMPORE	2580200
Housing NZ Corp	LOT 2 DP 57300	50A/938	BERHAMPORE	2580220
Housing NZ Corp	LOT 2 DP 57300	50A/938	BERHAMPORE	2580260
Housing NZ Corp	LOT 2 DP 57300	50A/938	BERHAMPORE	2580290
Housing NZ Corp	LOT 2 DP 57300	50A/938	BERHAMPORE	2580350
Housing NZ Corp	LOT 2 DP 57300	50A/938	BERHAMPORE	2580380
Housing NZ Corp	LOT 2 DP 57300	50A/938	BERHAMPORE	2580400
Housing NZ Corp	LOT 2 DP 57300	50A/938	BERHAMPORE	2580440

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 2 DP 57300	50A/938	BERHAMPORE	2580470
Housing NZ Corp	LOT 1 DP 83195	50B/256	BERHAMPORE	2632870
Housing NZ Corp	LOT 1 DP 83195	50B/256	BERHAMPORE	2632900
Housing NZ Corp	LOT 1 DP 83195	50B/256	BERHAMPORE	2632920
Housing NZ Corp	LOT 1 DP 83195	50B/256	BERHAMPORE	2632960
Housing NZ Corp	LOT 1 DP 83195	50B/256	BERHAMPORE	2632990
Housing NZ Corp	LOT 1 DP 83195	50B/256	BERHAMPORE	2633010
Housing NZ Corp	LOT 1 DP 50581	48C/369	NEWTOWN	2795470
Housing NZ Corp	LOT 1 DP 50581	48C/369	NEWTOWN	2795490
Housing NZ Corp	LOT 1 DP 50581	48C/369	NEWTOWN	2795540
Housing NZ Corp	LOT 1 DP 50581	48C/369	NEWTOWN	2795570
Housing NZ Corp	LOT 1 DP 50581	48C/369	NEWTOWN	2795590
Housing NZ Corp	LOT 1 DP 50581	48C/369	NEWTOWN	2795640
Housing NZ Corp	LOT 1 DP 50581	48C/369	NEWTOWN	2795670
Housing NZ Corp	LOT 1 DP 50581	48C/369	NEWTOWN	2795690
Housing NZ Corp	LOT 1 DP 50581	48C/369	NEWTOWN	2795730
Housing NZ Corp	LOT 1 DP 50581	48C/369	NEWTOWN	2795760

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 2 DP 5032	306/285	NEWTOWN	2802600
Housing NZ Corp	LOT 2 DP 83195	50B/257	BERHAMPORE	2802990
Housing NZ Corp	LOT 16 BLOCK A DP 467	85/24	NEWTOWN	2803260
Housing NZ Corp	PART LOT 1 DP 22173	50C/264	BERHAMPORE	2803760
Housing NZ Corp	PART LOT 1 DP 22173	50C/264	BERHAMPORE	2803820
Housing NZ Corp	PART LOT 1 DP 22173	50C/264	BERHAMPORE	2803850
Housing NZ Corp	PART LOT 1 DP 22173	50C/264	BERHAMPORE	2803870
Housing NZ Corp	PART LOT 1 DP 22173	50C/264	BERHAMPORE	2803930
Housing NZ Corp	PART LOT 1 DP 22173	50C/264	BERHAMPORE	2803960
Housing NZ Corp	PART LOT 1 DP 22173	50C/264	BERHAMPORE	2804000
Housing NZ Corp	PART LOT 1 DP 22173	50C/264	BERHAMPORE	2804020
Housing NZ Corp	PART LOT 1 DP 22173	50C/264	BERHAMPORE	2804090
Housing NZ Corp	PART LOT 1 DP 22173	50C/264	BERHAMPORE	2804120
Housing NZ Corp	LOT 1 DP 316161	63189	BERHAMPORE	2804690
Housing NZ Corp	LOT 1 DP 316161	63189	BERHAMPORE	2804720
Housing NZ Corp	LOT 1 DP 316161	63189	BERHAMPORE	2804750
Housing NZ Corp	LOT 1 DP 316161	63189	BERHAMPORE	2804780

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	PART LOT 3 DP 6751	319/26	NEWTOWN	1174130
Housing NZ Corp	LOTS 79 AND 84 DP 24	31B/869	NEWTOWN	1198050
Housing NZ Corp	LOTS 79 AND 84 DP 24	31B/869	NEWTOWN	1198090
Housing NZ Corp	LOT 1 DP 83195	50B/256	WELLINGTON	6000015
Housing NZ Corp	LOT 1 DP 83195	50B/256	WELLINGTON	6000016
Housing NZ Corp	LOT 11 DP 8065	405/153	VOGELTOWN	2504030
Housing NZ Corp	LOT 2 DP 57300	50A/938	BERHAMPORE	2580120
Housing NZ Corp	LOT 2 DP 57300	50A/938	BERHAMPORE	2580210
Housing NZ Corp	LOT 2 DP 57300	50A/938	BERHAMPORE	2580300
Housing NZ Corp	LOT 2 DP 57300	50A/938	BERHAMPORE	2580390
Housing NZ Corp	LOT 2 DP 57300	50A/938	BERHAMPORE	2580480
Housing NZ Corp	LOT 1 DP 83195	50B/256	BERHAMPORE	2632910
Housing NZ Corp	LOT 1 DP 83195	50B/256	BERHAMPORE	2633000
Housing NZ Corp	LOT 1 DP 83195	50B/256	BERHAMPORE	2633020
Housing NZ Corp	PART LOT 1 DP 23961	48C/46	ISLAND BAY	2705570
Housing NZ Corp	LOT 1 DP 50581	48C/369	NEWTOWN	2795530
Housing NZ Corp	LOT 1 DP 50581	48C/369	NEWTOWN	2795630

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 1 DP 50581	48C/369	NEWTOWN	2795740
Housing NZ Corp	SUBDIVISION 1 OF SECTION 817 TOWN OF WELLINGTON	424/50	NEWTOWN	2802350
Housing NZ Corp	LOT 3 DP 3878	251/82	NEWTOWN	2803280
Housing NZ Corp	LOT 2 DP 90162	57C/805	NEWTOWN	2803700
Housing NZ Corp	PART LOT 1 DP 22173	50C/264	BERHAMPORE	2803780
Housing NZ Corp	PART LOT 1 DP 22173	50C/264	BERHAMPORE	2803840
Housing NZ Corp	PART LOT 1 DP 22173	50C/264	BERHAMPORE	2803940
Housing NZ Corp	PART LOT 1 DP 22173	50C/264	BERHAMPORE	2804030
Housing NZ Corp	PART LOT 1 DP 22173	50C/264	BERHAMPORE	2804060
Housing NZ Corp	LOT 1 DP 316161	63189	BERHAMPORE	2804660
Housing NZ Corp	LOT 1 DP 316161	63189	BERHAMPORE	2804740
Housing NZ Corp	LOT 1 DP 316161	63189	BERHAMPORE	2804760
Housing NZ Corp	PART LOT 3 DP 6751	319/26	NEWTOWN	1174150
Housing NZ Corp	PART LOT 3 DP 6751	319/26	NEWTOWN	1174160
Housing NZ Corp	LOTS 79 AND 84 DP 24	31B/869	NEWTOWN	1198040
Housing NZ Corp	LOT 2 DP 57300	50A/938	BERHAMPORE	2580130
Housing NZ Corp	LOT 2 DP 57300	50A/938	BERHAMPORE	2580310

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 2 DP 57300	50A/938	BERHAMPORE	2580490
Housing NZ Corp	PART LOT 1 DP 22173	50C/264	BERHAMPORE	2803910
Housing NZ Corp	PART LOT 1 DP 22173	50C/264	BERHAMPORE	2804050
Housing NZ Corp	LOT 2 DP 83195	50B/257	BERHAMPORE	2803010
Housing NZ Corp	LOTS 79 AND 84 DP 24	31B/869	NEWTOWN	1198010
Housing NZ Corp	PART LOT 1 DP 22173	50C/264	BERHAMPORE	2803890
Housing NZ Corp	PART LOT 1 DP 22173	50C/264	BERHAMPORE	2803980
Housing NZ Corp	LOT 2 DP 27982	7A/948	ISLAND BAY	6000359
Housing NZ Corp	LOT 14 DP 787	160/29	NEWTOWN	6000361
Housing NZ Corp	LOT 5 DP 79815	46A/957	ISLAND BAY	6000479
Housing NZ Corp	LOT 4 DP 79815	46A/956	ISLAND BAY	6000480
Housing NZ Corp	LOT 3 DP 79815	46A/955	ISLAND BAY	6000481
Housing NZ Corp	LOT 1 DP 42824	14D/836	MIRAMAR	2791720
Housing NZ Corp	LOT 1 DP 23856	51A/17	KILBIRNIE	2733510
Housing NZ Corp	LOT 1 DP 23856	51A/17	KILBIRNIE	2733520
Housing NZ Corp	LOT 1 DP 23856	51A/17	KILBIRNIE	2733540
Housing NZ Corp	LOT 1 DP 23856	51A/17	KILBIRNIE	2733550

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 1 DP 23856	51A/17	KILBIRNIE	2733580
Housing NZ Corp	LOT 1 DP 23856	51A/17	KILBIRNIE	2733600
Housing NZ Corp	PART LOTS 8 -13 DP 2158, PART SECTION 5 AND PART RECLAMATION EVANS BAY DISTRICT	50C/463	KILBIRNIE	2710130
Housing NZ Corp	PART LOTS 8 -13 DP 2158, PART SECTION 5 AND PART RECLAMATION EVANS BAY DISTRICT	50C/463	KILBIRNIE	2710140
Housing NZ Corp	PART LOTS 8 -13 DP 2158, PART SECTION 5 AND PART RECLAMATION EVANS BAY DISTRICT	50C/463	KILBIRNIE	2710160
Housing NZ Corp	PART LOTS 8 -13 DP 2158, PART SECTION 5 AND PART RECLAMATION EVANS BAY DISTRICT	50C/463	KILBIRNIE	2710170
Housing NZ Corp	PART LOTS 8 -13 DP 2158, PART SECTION 5 AND PART RECLAMATION EVANS BAY DISTRICT	50C/463	KILBIRNIE	2710020
Housing NZ Corp	PART LOTS 8 -13 DP 2158, PART SECTION 5 AND PART RECLAMATION EVANS BAY DISTRICT	50C/463	KILBIRNIE	2710040
Housing NZ Corp	PART LOTS 8 -13 DP 2158, PART SECTION 5 AND PART RECLAMATION EVANS BAY DISTRICT	50C/463	KILBIRNIE	2710050

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	PART LOTS 8 -13 DP 2158, PART SECTION 5 AND PART RECLAMATION EVANS BAY DISTRICT	50C/463	KILBIRNIE	2710070
Housing NZ Corp	PART LOTS 8 -13 DP 2158, PART SECTION 5 AND PART RECLAMATION EVANS BAY DISTRICT	50C/463	KILBIRNIE	2710080
Housing NZ Corp	PART LOTS 8 -13 DP 2158, PART SECTION 5 AND PART RECLAMATION EVANS BAY DISTRICT	50C/463	KILBIRNIE	2710120
Housing NZ Corp	PART LOTS 8 -13 DP 2158, PART SECTION 5 AND PART RECLAMATION EVANS BAY DISTRICT	50C/463	KILBIRNIE	2710010
Housing NZ Corp	LOT 4 DP 9344 AND PART LOT 63 DP 1889	58B/162	MELROSE	2588630
Housing NZ Corp	LOT 1 DP 75680	42B/793	MIRAMAR	2567100
Housing NZ Corp	LOT 68 DP 11187	45C/138	MIRAMAR	2550740
Housing NZ Corp	LOT 1 DP 18633	46B/339	MIRAMAR	2550240
Housing NZ Corp	LOT 3 DP 9018	620/16	MELROSE	2520330
Housing NZ Corp	LOT 40 DP 11186	51A/627	MIRAMAR	2550050
Housing NZ Corp	LOT 22 BLOCK III DP 6175	388/196	MIRAMAR	2505070
Housing NZ Corp	LOT 34 BLOCK II DP 6175	379/266	MIRAMAR	2503610

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 22 BLOCK XXVIII D P 2258	396/228	SEATOUN	2502270
Housing NZ Corp	LOT 46 BLOCK V DP 1889	411/19	LYALL BAY	2503030
Housing NZ Corp	LOT 45 BLOCK III DP 6175	390/70	MIRAMAR	2503250
Housing NZ Corp	LOT 12 DP 5050	46C/982	MIRAMAR	2500050
Housing NZ Corp	LOT 2 DP 83748	50D/647	MIRAMAR	2805240
Housing NZ Corp	LOT 53 DP 11187	6C/1382	MIRAMAR	2804420
Housing NZ Corp	LOT 5 DP 89240	56C/932	MIRAMAR	2804310
Housing NZ Corp	LOT 4 DP 90250	57D/342	MIRAMAR	2804170
Housing NZ Corp	LOT 1 DP 90250	57D/339	MIRAMAR	2804200
Housing NZ Corp	LOT 9 DP 89240	56C/936	MIRAMAR	2804230
Housing NZ Corp	LOT 2 DP 89240	56C/929	MIRAMAR	2804260
Housing NZ Corp	LOT 8 DP 89240	56C/935	MIRAMAR	2804280
Housing NZ Corp	LOT 3 DP 90250	57D/341	MIRAMAR	2804150
Housing NZ Corp	LOT 3 DP 3699	246/185	HATAITAI	2803570
Housing NZ Corp	LOT 1 DP 17673	52D/144	MIRAMAR	2802630
Housing NZ Corp	LOT 136 DP 40827	12B/998	MIRAMAR	2794360
Housing NZ Corp	LOT 136 DP 40827	12B/998	MIRAMAR	2794370

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 136 DP 40827	12B/998	MIRAMAR	2794390
Housing NZ Corp	LOT 136 DP 40827	12B/998	MIRAMAR	2794290
Housing NZ Corp	LOT 136 DP 40827	12B/998	MIRAMAR	2794310
Housing NZ Corp	LOT 136 DP 40827	12B/998	MIRAMAR	2794330
Housing NZ Corp	LOT 136 DP 40827	12B/998	MIRAMAR	2794340
Housing NZ Corp	LOT 4 DP 85913	53C/767	LYALL BAY	2791930
Housing NZ Corp	LOT 5 DP 85913	53C/768	LYALL BAY	2791940
Housing NZ Corp	LOT 7 DP 85913	53C/770	LYALL BAY	2791960
Housing NZ Corp	LOT 1 DP 42824	14D/836	MIRAMAR	2791820
Housing NZ Corp	LOT 1 DP 42824	14D/836	MIRAMAR	2791830
Housing NZ Corp	LOT 5 DP 43974	50A/287	LYALL BAY	2791850
Housing NZ Corp	LOT 1 DP 42824	14D/836	MIRAMAR	2791710
Housing NZ Corp	LOT 1 DP 42824	14D/836	MIRAMAR	2791740
Housing NZ Corp	LOT 1 DP 42824	14D/836	MIRAMAR	2791760
Housing NZ Corp	LOT 1 DP 42824	14D/836	MIRAMAR	2791790
Housing NZ Corp	LOT 1 DP 42824	14D/836	MIRAMAR	2791800
Housing NZ Corp	LOT 1 DP 40559	12B/288	MIRAMAR	2791610

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 1 DP 40559	12B/288	MIRAMAR	2791620
Housing NZ Corp	LOT 1 DP 42824	14D/836	MIRAMAR	2791640
Housing NZ Corp	LOT 1 DP 42824	14D/836	MIRAMAR	2791650
Housing NZ Corp	LOT 1 DP 42824	14D/836	MIRAMAR	2791680
Housing NZ Corp	LOT 1 DP 42824	14D/836	MIRAMAR	2791700
Housing NZ Corp	LOT 1 DP 40559	12B/288	MIRAMAR	2791510
Housing NZ Corp	LOT 1 DP 40559	12B/288	MIRAMAR	2791520
Housing NZ Corp	LOT 1 DP 40559	12B/288	MIRAMAR	2791530
Housing NZ Corp	LOT 1 DP 40559	12B/288	MIRAMAR	2791560
Housing NZ Corp	LOT 1 DP 40559	12B/288	MIRAMAR	2791570
Housing NZ Corp	LOT 1 DP 40559	12B/288	MIRAMAR	2791590
Housing NZ Corp	LOT 2 DP 41667	13C/36	MIRAMAR	2790370
Housing NZ Corp	LOT 2 DP 41667	13C/36	MIRAMAR	2790380
Housing NZ Corp	LOT 1 DP 85852	53C/581	MIRAMAR	1668810
Housing NZ Corp	LOT 1 DP 89240	56C/928	MIRAMAR	2804270
Housing NZ Corp	LOT 3 DP 85913	53C/766	LYALL BAY	2791920
Housing NZ Corp	LOT 2 DP 41667	13C/36	MIRAMAR	2790360

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 1 DP 42824	14D/836	MIRAMAR	2791690
Housing NZ Corp	PART LOT 1 DP 9444	46C/299	MIRAMAR	2504590
Housing NZ Corp	LOT 86 DP 2206	188/150	LYALL BAY	1705020
Housing NZ Corp	SECTION 30 EVANS BAY DISTRICT	37C/587	KILBIRNIE	1182120
Housing NZ Corp	LOT 1 DP 42824	14D/836	MIRAMAR	2791670
Housing NZ Corp	LOT 1 DP 42824	14D/836	MIRAMAR	2791730
Housing NZ Corp	LOT 1 DP 42824	14D/836	MIRAMAR	2791770
Housing NZ Corp	LOT 5 DP 43974	50A/287	LYALL BAY	2791860
Housing NZ Corp	LOT 2 DP 85913	53C/765	LYALL BAY	2791900
Housing NZ Corp	LOT 3 DP 89240	56C/930	MIRAMAR	2804250
Housing NZ Corp	LOT 6 DP 90250	57D/344	MIRAMAR	2804160
Housing NZ Corp	PART LOTS 8 -13 DP 2158, PART SECTION 5 AND PART RECLAMATION EVANS BAY DISTRICT	50C/463	KILBIRNIE	2710030
Housing NZ Corp	LOT 1 DP 23856	51A/17	KILBIRNIE	2733570
Housing NZ Corp	PT LOT 15 DP 116 & LOT 1 DP 3963	50C/560	HATAITAI	1182060
Housing NZ Corp	SECTION 30 EVANS BAY DISTRICT	37C/587	KILBIRNIE	1182090

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	SECTION 30 EVANS BAY DISTRICT	37C/587	KILBIRNIE	1182110
Housing NZ Corp	PART LOT 15 DP 116 AND LOT 1 DP 3963	50C/560	HATAITAI	1182000
Housing NZ Corp	PART LOT 15 DP 116 AND LOT 1 DP 3963	50C/560	HATAITAI	1182020
Housing NZ Corp	PART LOT 15 DP 116 AND LOT 1 DP 3963	50C/560	HATAITAI	1182030
Housing NZ Corp	LOT 1 DP 4378	268/272	KILBIRNIE	1157160
Housing NZ Corp	LOT 1 DP 4378	268/272	KILBIRNIE	1157110
Housing NZ Corp	LOT 23 DP 1931	167/283	KILBIRNIE	2323240
Housing NZ Corp	LOT 23 DP 1931	167/283	KILBIRNIE	2323260
Housing NZ Corp	LOT 23 DP 1931	167/283	KILBIRNIE	2323280
Housing NZ Corp	LOT 4 DP 55181	24D/663	MIRAMAR	2234640
Housing NZ Corp	LOT 4 DP 55181	24D/663	MIRAMAR	2234650
Housing NZ Corp	LOT 4 DP 90202	57D/242	LYALL BAY	2229660
Housing NZ Corp	LOT 2 DP 90202	57D/240	LYALL BAY	2229710
Housing NZ Corp	LOTS 1 AND 5 DP 90202	57D/239	LYALL BAY	2229720
Housing NZ Corp	LOT 4 DP 55181	24D/663	MIRAMAR	2234620
Housing NZ Corp	LOT 40 DP 11186	51A/627	MIRAMAR	2206860

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 5 DP 90616	58C/23	LYALL BAY	2188760
Housing NZ Corp	LOT 6 DP 90616	58C/24	LYALL BAY	2188770
Housing NZ Corp	LOT 8 DP 90616	58C/26	LYALL BAY	2188840
Housing NZ Corp	LOT 9 DP 90616	58C/27	LYALL BAY	2188850
Housing NZ Corp	LOT 1 DP 90616	58C/19	LYALL BAY	2188880
Housing NZ Corp	LOT 2 DP 10310	682/51	LYALL BAY	1737410
Housing NZ Corp	LOT 2 DP 10310	682/51	LYALL BAY	1737440
Housing NZ Corp	LOT 2 DP 10310	682/51	LYALL BAY	1737450
Housing NZ Corp	LOT 86 DP 2206	188/150	LYALL BAY	1705030
Housing NZ Corp	LOT 14 DP 5050	325/218	MIRAMAR	1705470
Housing NZ Corp	LOT 14 DP 5050	325/218	MIRAMAR	1705480
Housing NZ Corp	LOT 86 DP 2206	188/150	LYALL BAY	1704900
Housing NZ Corp	LOT 86 DP 2206	188/150	LYALL BAY	1704920
Housing NZ Corp	LOT 2 DP 85852	53C/582	MIRAMAR	1668820
Housing NZ Corp	LOT 49 BLOCK III DP 6175	389/61	MIRAMAR	2502850
Housing NZ Corp	LOT 4 DP 8254	373/300	LYALL BAY	2504440
Housing NZ Corp	LOT 32 DP 11186	45C/151	MIRAMAR	2550130

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 11 DP 15961	46C/300	MIRAMAR	2565040
Housing NZ Corp	LOT 11 DP 8787 AND PART LOT 63 DP 1889	58B/163	MELROSE	2588590
Housing NZ Corp	PART LOTS 8 -13 DP 2158, PART SECTION 5 AND PART RECLAMATION EVANS BAY DISTRICT	50C/463	KILBIRNIE	2710060
Housing NZ Corp	PART LOTS 8 -13 DP 2158, PART SECTION 5 AND PART RECLAMATION EVANS BAY DISTRICT	50C/463	KILBIRNIE	2710090
Housing NZ Corp	PART LOTS 8 -13 DP 2158, PART SECTION 5 AND PART RECLAMATION EVANS BAY DISTRICT	50C/463	KILBIRNIE	2710110
Housing NZ Corp	PART LOTS 8 -13 DP 2158, PART SECTION 5 AND PART RECLAMATION EVANS BAY DISTRICT	50C/463	KILBIRNIE	2710150
Housing NZ Corp	PART LOTS 8 -13 DP 2158, PART SECTION 5 AND PART RECLAMATION EVANS BAY DISTRICT	50C/463	KILBIRNIE	2710200
Housing NZ Corp	LOT 1 DP 23856	51A/17	KILBIRNIE	2733560
Housing NZ Corp	LOT 1 DP 23856	51A/17	KILBIRNIE	2733590
Housing NZ Corp	LOT 1 DP 40559	12B/288	MIRAMAR	2791550
Housing NZ Corp	LOT 1 DP 40559	12B/288	MIRAMAR	2791580

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 1 DP 40559	12B/288	MIRAMAR	2791600
Housing NZ Corp	LOT 1 DP 42824	14D/836	MIRAMAR	2791660
Housing NZ Corp	LOT 1 DP 42824	14D/836	MIRAMAR	2791750
Housing NZ Corp	LOT 1 DP 42824	14D/836	MIRAMAR	2791780
Housing NZ Corp	LOT 1 DP 42824	14D/836	MIRAMAR	2791840
Housing NZ Corp	LOT 6 DP 43974	46B/9	LYALL BAY	2791870
Housing NZ Corp	LOT 6 DP 85913	53C/769	LYALL BAY	2791950
Housing NZ Corp	LOT 136 DP 40827	12B/998	MIRAMAR	2794300
Housing NZ Corp	LOT 136 DP 40827	12B/998	MIRAMAR	2794320
Housing NZ Corp	LOT 136 DP 40827	12B/998	MAUPUIA	2794350
Housing NZ Corp	LOT 5 DP 90250	57D/343	MIRAMAR	2804180
Housing NZ Corp	LOT 10 DP 89240	56C/937	MIRAMAR	2804220
Housing NZ Corp	LOT 4 DP 89240	56C/931	MIRAMAR	2804240
Housing NZ Corp	LOT 7 DP 89240	56C/934	MIRAMAR	2804290
Housing NZ Corp	LOT 86 DP 2206	188/150	LYALL BAY	1704910
Housing NZ Corp	LOT 86 DP 2206	188/150	LYALL BAY	1704980
Housing NZ Corp	LOT 2 DP 10310	682/51	LYALL BAY	1737420

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 4 DP 90616	58C/22	LYALL BAY	2188750
Housing NZ Corp	LOT 7 DP 90616	58C/25	LYALL BAY	2188810
Housing NZ Corp	LOT 2 DP 90616	58C/20	LYALL BAY	2188860
Housing NZ Corp	LOT 3 DP 90202	57D/241	LYALL BAY	2229690
Housing NZ Corp	LOT 23 DP 1931	167/283	KILBIRNIE	2323250
Housing NZ Corp	LOT 1 DP 4378	268/272	KILBIRNIE	1157150
Housing NZ Corp	PART LOT 15 DP 116 AND LOT 1 DP 3963	50C/560	HATAITAI	1182010
Housing NZ Corp	PART LOT 15 DP 116 AND LOT 1 DP 3963	50C/560	HATAITAI	1182050
Housing NZ Corp	SECTION 30 EVANS BAY DISTRICT	37C/587	KILBIRNIE	1182100
Housing NZ Corp	LOT 34 DP 11186	C2/881	MIRAMAR	2550110
Housing NZ Corp	LOT 1 DP 20743	467/269	MIRAMAR	2588660
Housing NZ Corp	PART LOTS 8 -13 DP 2158, PART SECTION 5 AND PART RECLAMATION EVANS BAY DISTRICT	50C/463	KILBIRNIE	2710100
Housing NZ Corp	LOT 1 DP 23856	51A/17	KILBIRNIE	2733530
Housing NZ Corp	LOT 1 DP 40559	12B/288	MIRAMAR	2791540
Housing NZ Corp	LOT 1 DP 42824	14D/836	MIRAMAR	2791810

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 1 DP 85913	53C/764	LYALL BAY	2791910
Housing NZ Corp	LOT 136 DP 40827	12B/998	MIRAMAR	2794280
Housing NZ Corp	LOT 2 DP 90250	57D/340	MIRAMAR	2804190
Housing NZ Corp	LOT 47 DP 6257	22A/4	LYALL BAY	2805970
Housing NZ Corp	LOT 86 DP 2206	188/150	LYALL BAY	1704930
Housing NZ Corp	LOT 86 DP 2206	188/150	LYALL BAY	1704950
Housing NZ Corp	LOT 3 DP 90616	58C/21	LYALL BAY	2188890
Housing NZ Corp	PT LOT 15 DP 116 & LOT 1 DP 3963	50C/560	HATAITAI	1182040
Housing NZ Corp	PART LOTS 8 -13 DP 2158, PART SECTION 5 AND PART RECLAMATION EVANS BAY DISTRICT	50C/463	KILBIRNIE	2710180
Housing NZ Corp	LOT 2 DP 41667	13C/36	MIRAMAR	2790390
Housing NZ Corp	LOT 4 DP 55181	24D/663	MIRAMAR	2234630
Housing NZ Corp	LOT 1 DP 42824	14D/836	MIRAMAR	2791630
Housing NZ Corp	LOT 6 DP 89240	56C/933	MIRAMAR	2804300
Housing NZ Corp	PART LOTS 8 -13 DP 2158, PART SECTION 5 AND PART RECLAMATION EVANS BAY DISTRICT	50C/463	KILBIRNIE	2710190

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 136 DP 40827	12B/998	MIRAMAR	2794380
Housing NZ Corp	LOT 1 DP369035	280748	MIRAMAR	6000878
Housing NZ Corp	LOT 2 DP 369035	280749	MIRAMAR	6000879
Housing NZ Corp	LOT 4 DP 369035	280751	MIRAMAR	6000880
Housing NZ Corp	LOT 3 DP 369035	280750	MIRAMAR	6000881
Housing NZ Corp	LOT 1 DP 368398	277944	MIRAMAR	6000951
Housing NZ Corp	LOT 2 DP 368398	277945	MIRAMAR	6000952
Housing NZ Corp	LOT 3 DP 368398	277946	MIRAMAR	6000953
Housing NZ Corp	LOT 4 DP 368398	277947	MIRAMAR	6000954
Housing NZ Corp	LOT 13 BLOCK I DP 1340	28D/990	ISLAND BAY	4000074
Housing NZ Corp	LOT 2 DP 83290	50B/517	WELLINGTON	2579720
Housing NZ Corp	LOT 2 DP 83290	50B/517	WELLINGTON	2579730
Housing NZ Corp	LOT 2 DP 83290	50B/517	WELLINGTON	2579750
Housing NZ Corp	LOT 3 DP 84435	52A/433	PETONE	2781420
Housing NZ Corp	LOT 163 DP 15345	46C/412	LOWER HUTT	2646410
Housing NZ Corp	LOT 1 DP 4485	46C/231	MT VICTORIA	1197590
Housing NZ Corp	LOT 1 DP 81230	47C/739	28-40 KING STREET	6000079

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 77 DP 51	365/72	PETONE	1177240
Housing NZ Corp	SECTION 1249 TOWN OF WELLINGTON	D2/1240	NEWTOWN	1171160
Housing NZ Corp	LOT 1 DP 84161	51B/782	LYALL BAY	2368070
Housing NZ Corp	LOT 9 DP 15372	34D/78	LOWER HUTT	1683630
Housing NZ Corp	LOT 46 DP 1612	405/101	LOWER HUTT	3566990
Housing NZ Corp	PART LOT 1 DP 9115	511/141	MT VICTORIA	1198070
Housing NZ Corp	LOT 2 DP 83290	50B/517	WELLINGTON	2579740
Housing NZ Corp	LOT 2 DP 81230	47C/740	28-40 KING STREET	6000080
Housing NZ Corp	LOT 3 DP 81230	47C/741	28-40 KING STREET	6000081
Housing NZ Corp	LOT 4 DP 81230	47C/742	28-40 KING STREET	6000082
Housing NZ Corp	LOT 5 DP 81230	47C/743	28-40 KING STREET	6000083
Housing NZ Corp	LOT 5 DP 81230	47C/743	28-40 KING STREET	6000084
Housing NZ Corp	PART LOT 13 DP 2458	295/175	KILBIRNIE	6000092
Housing NZ Corp	LOT 2 DP 12231	487/109	ISLAND BAY	6000093
Housing NZ Corp	LOT 2 DP 82881	49C/328	ARO VALLEY	4000002
Housing NZ Corp	SECTION 128 EVANS BAY DISTRICT	D2/1335	KILBIRNIE	4000031
Housing NZ Corp	LOT 2 DP 8114	369/148	MIRAMAR	4000043

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 13 BLOCK I DP 1340	28D/990	ISLAND BAY	4000073
Housing NZ Corp	LOT 2 DP 5400	293/129	KILBIRNIE	4000113
Housing NZ Corp	LOT 10 DP 2948	225/215	KILBIRNIE	4000124
Housing NZ Corp	LOT 1 DP 26231	D3/438	LYALL BAY	4000128
Housing NZ Corp	LOT 2 DP 11751	472/248	KILBIRNIE	4000152
Housing NZ Corp	LOT 2 DP11751	472/248	KILBIRNIE	4000153
Housing NZ Corp	LOT 1 DP 11751	473/102	KILBIRNIE	4000158
Housing NZ Corp	LOT 1 DP 11751	473/102	KILBIRNIE	4000159
Housing NZ Corp	LOT 4 DP 7634	372/177	KILBIRNIE	4000190
Housing NZ Corp	LOT 2 DP 25829	D1/289	KINGSTON	4000200
Housing NZ Corp	LOT 35 DP 1467	733/13	MELROSE	4000269
Housing NZ Corp	LOT 10 DP 55169	24D/687	MAUPUIA	4000277
Housing NZ Corp	LOT 2 DP 88142	55B/494	NEWTOWN	4000424
Housing NZ Corp	LOT 2 DP 88142	55B/494	NEWTOWN	4000425
Housing NZ Corp	LOT 46 DP 12424	513/155	WAINUIOMATA	4000503
Housing NZ Corp	LOT 2 DP 87831	55C/144	MIRAMAR	4002184
Housing NZ Corp	LOT 3 DP 87831	55C/145	MIRAMAR	4002185

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	PART LOT 4 DP 883	447/36	ISLAND BAY	4002272
Housing NZ Corp	LOT 3 DP 8280	374/84	MIRAMAR	4002303
Housing NZ Corp	LOT 1 DP 10096	423/277	MT COOK	4002334
Housing NZ Corp	LOT 18 BLOCK IV DP 1340	146/146	ISLAND BAY	4002366
Housing NZ Corp	LOT 3 DP 2316	40D/281	PETONE	4002459
Housing NZ Corp	LOT 49 DP 2307	21D/418	KILBIRNIE	4002612
Housing NZ Corp	LOT 2 DP 18629	C4/760	MT COOK	4002618
Housing NZ Corp	LOT 13 DP 424	43A/926	NEWTOWN	4002651
Housing NZ Corp	LOT 26 DP 8552	393/222	LOWER HUTT	4002659
Housing NZ Corp	LOT 6 DP 3488	260/178	LOWER HUTT	4002708
Housing NZ Corp	LOT 3 DP 66894	35D/503	BROOKLYN	4002761
Housing NZ Corp	LOT 32 DP 47	207/131	PETONE	1187940
Housing NZ Corp	LOT 4 DP 6245	301/98	KILBIRNIE	4000133
Housing NZ Corp	LOT 1 DP 70414	39A/11	PETONE	2734990
Housing NZ Corp	LOT 1 DP 70414	39A/11	PETONE	2735000
Housing NZ Corp	LOT 1 DP 70414	39A/11	PETONE	2734860
Housing NZ Corp	LOT 1 DP 70414	39A/11	PETONE	2734870

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 1 DP 70414	39A/11	PETONE	2734880
Housing NZ Corp	LOT 1 DP 70414	39A/11	PETONE	2734900
Housing NZ Corp	LOT 1 DP 70414	39A/11	PETONE	2734910
Housing NZ Corp	LOT 1 DP 70414	39A/11	PETONE	2734950
Housing NZ Corp	LOT 1 DP 70414	39A/11	PETONE	2734960
Housing NZ Corp	LOT 1 DP 70414	39A/11	PETONE	2734970
Housing NZ Corp	LOT 1 DP 70414	39A/11	PETONE	2734800
Housing NZ Corp	LOT 1 DP 70414	39A/11	PETONE	2734810
Housing NZ Corp	LOT 1 DP 70414	39A/11	PETONE	2734940
Housing NZ Corp	LOT 1 DP 70414	39A/11	PETONE	2735010
Housing NZ Corp	LOT 1 DP 70414	39A/11	PETONE	2735030
Housing NZ Corp	LOT 1 DP 70414	39A/11	PETONE	2734820
Housing NZ Corp	LOT 1 DP 70414	39A/11	PETONE	2734850
Housing NZ Corp	LOT 1 DP 70414	39A/11	PETONE	2734890
Housing NZ Corp	LOT 1 DP 70414	39A/11	PETONE	2734920
Housing NZ Corp	LOT 1 DP 70414	39A/11	PETONE	2734830
Housing NZ Corp	LOT 1 DP 70414	39A/11	PETONE	2734840

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 1 DP 70414	39A/11	PETONE	2734930
Housing NZ Corp	LOT 1 DP 70414	39A/11	PETONE	2735020
Housing NZ Corp	PART SECTIONS 860 AND 862 TOWN OF WELLINGTON	37A/951	NEWTOWN	6000836
Housing NZ Corp	SECTION 70 BLOCK I HUTT VALLEY SETTLEMENT	381/105	LOWER HUTT	6001035
Housing NZ Corp	LOT 4 DP 369035	280751	MIRAMAR	6000880
Housing NZ Corp	LOT 3 DP 369035	280750	MIRAMAR	6000881
Housing NZ Corp	LOT 2 DP 369035	280749	MIRAMAR	6000879
Housing NZ Corp	LOT 1 DP 369035	280748	MIRAMAR	6000878
Housing NZ Corp	PART SECTION 921 TOWN OF WELLINGTON	14C/668	NEWTOWN	6001084
Housing NZ Corp	LOT 34 DP 23808	B3/24	STRATHMORE	2760180
Housing NZ Corp	LOT 1 DP 24889	49B/615	STRATHMORE	2743670
Housing NZ Corp	LOT 2 DP 57254	46B/640	STRATHMORE	2741010
Housing NZ Corp	PT LOT 7 DP 23091	52D/316	STRATHMORE	2739980
Housing NZ Corp	PT LOT 7 DP 23091	52D/316	STRATHMORE	2740020
Housing NZ Corp	PT LOT 7 DP 23091	52D/316	STRATHMORE	2740040
Housing NZ Corp	PT LOT 7 DP 23091	52D/316	STRATHMORE	2740050
Housing NZ Corp	PT LOT 7 DP 23091	52D/316	STRATHMORE	2739860

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	PT LOT 7 DP 23091	52D/316	STRATHMORE	2739870
Housing NZ Corp	PT LOT 7 DP 23091	52D/316	STRATHMORE	2739890
Housing NZ Corp	PT LOT 7 DP 23091	52D/316	STRATHMORE	2739920
Housing NZ Corp	PT LOT 7 DP 23091	52D/316	STRATHMORE	2739930
Housing NZ Corp	PT LOT 7 DP 23091	52D/316	STRATHMORE	2739950
Housing NZ Corp	PT LOT 7 DP 23091	52D/316	STRATHMORE	2739960
Housing NZ Corp	LOTS 1,2 DP 25392	50C/743	STRATHMORE	2739750
Housing NZ Corp	LOTS 1,2 DP 25392	50C/743	STRATHMORE	2739760
Housing NZ Corp	LOTS 1,2 DP 25392	50C/743	STRATHMORE	2739780
Housing NZ Corp	LOTS 1,2 DP 25392	50C/743	STRATHMORE	2739800
Housing NZ Corp	LOTS 1,2 DP 25392	50C/743	STRATHMORE	2739810
Housing NZ Corp	PT LOT 7 DP 23091	52D/316	STRATHMORE	2739830
Housing NZ Corp	PT LOT 7 DP 23091	52D/316	STRATHMORE	2739840
Housing NZ Corp	LOTS 1,2 DP 25392	50C/743	STRATHMORE	2739640
Housing NZ Corp	LOTS 1,2 DP 25392	50C/743	STRATHMORE	2739660
Housing NZ Corp	LOTS 1,2 DP 25392	50C/743	STRATHMORE	2739670
Housing NZ Corp	LOTS 1,2 DP 25392	50C/743	STRATHMORE	2739690

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOTS 1,2 DP 25392	50C/743	STRATHMORE	2739710
Housing NZ Corp	LOTS 1,2 DP 25392	50C/743	STRATHMORE	2739720
Housing NZ Corp	LOTS 1,2 DP 25392	50C/743	STRATHMORE	2739730
Housing NZ Corp	LOTS 1,2 DP 25392	50C/743	STRATHMORE	2739540
Housing NZ Corp	LOTS 1,2 DP 25392	50C/743	STRATHMORE	2739550
Housing NZ Corp	LOTS 1,2 DP 25392	50C/743	STRATHMORE	2739570
Housing NZ Corp	LOTS 1,2 DP 25392	50C/743	STRATHMORE	2739580
Housing NZ Corp	LOTS 1,2 DP 25392	50C/743	STRATHMORE	2739600
Housing NZ Corp	LOTS 1,2 DP 25392	50C/743	STRATHMORE	2739620
Housing NZ Corp	LOTS 1,2 DP 25392	50C/743	STRATHMORE	2739630
Housing NZ Corp	LOTS 1,2 DP 25392	50C/743	STRATHMORE	2739480
Housing NZ Corp	LOTS 1,2 DP 25392	50C/743	STRATHMORE	2739500
Housing NZ Corp	LOTS 1,2 DP 25392	50C/743	STRATHMORE	2739510
Housing NZ Corp	LOTS 1,2 DP 25392	50C/743	STRATHMORE	2739530
Housing NZ Corp	LOT 37 DP 23808	49B/616	STRATHMORE	2738150
Housing NZ Corp	LOT 3 DP 88020	55C/595	STRATHMORE	2738180
Housing NZ Corp	LOT 1 DP 82727	49C/35	STRATHMORE	2738240

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 1 DP 82727	49C/35	STRATHMORE	2738260
Housing NZ Corp	LOT 1 DP 82727	49C/35	STRATHMORE	2738270
Housing NZ Corp	LOT 2 DP 31158	8D/642	STRATHMORE	2738030
Housing NZ Corp	LOT 3 DP 24722	49B/607	STRATHMORE	2738060
Housing NZ Corp	LOT 2 DP 89244	56C/945	STRATHMORE	2738080
Housing NZ Corp	LOT 2 DP 30529	46C/981	STRATHMORE	2738090
Housing NZ Corp	LOT 2 DP 55392	46C/920	STRATHMORE	2738120
Housing NZ Corp	LOT 50 DP 23808	48C/427	STRATHMORE	2737990
Housing NZ Corp	LOT 50 DP 23808	48C/427	STRATHMORE	2738000
Housing NZ Corp	LOT 54 DP 23808	48C/430	STRATHMORE	2737690
Housing NZ Corp	LOT 53 DP 23808	48C/429	STRATHMORE	2737710
Housing NZ Corp	LOT 53 DP 23808	48C/429	STRATHMORE	2737720
Housing NZ Corp	LOT 1 DP 24722	49B/606	STRATHMORE	2737630
Housing NZ Corp	LOT 1 DP 24722	49B/606	STRATHMORE	2737640
Housing NZ Corp	LOT 54 DP 23808	48C/430	STRATHMORE	2737680
Housing NZ Corp	LOT 5 DP 23808	49B/620	STRATHMORE	2737280
Housing NZ Corp	LOT 5 DP 23808	49B/620	STRATHMORE	2737310

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 4 DP 23808	49B/619	STRATHMORE	2737340
Housing NZ Corp	LOT 4 DP 23808	49B/619	STRATHMORE	2737350
Housing NZ Corp	LOT 3 DP 86725	54B/298	STRATHMORE	2737370
Housing NZ Corp	LOT 10 DP 23808	45C/962	STRATHMORE	2736770
Housing NZ Corp	LOT 45 DP 23808	49B/611	STRATHMORE	2737210
Housing NZ Corp	LOT 44 DP 23808	49B/610	STRATHMORE	2737220
Housing NZ Corp	LOT 43 DP 23808	49B/609	STRATHMORE	2737240
Housing NZ Corp	LOT 1 DP 56930	46C/917	STRATHMORE	2733790
Housing NZ Corp	LOT 3 DP 350242	205548	STRATHMORE	2733830
Housing NZ Corp	LOT 1 DP 350242	205546	STRATHMORE	2733850
Housing NZ Corp	LOT 24 DP 22863	48C/918	STRATHMORE	2733640
Housing NZ Corp	LOT 57 DP 23808	49B/614	STRATHMORE	2733680
Housing NZ Corp	LOT 57 DP 23808	49B/614	STRATHMORE	2733690
Housing NZ Corp	LOT 52 DP 23808	48C/428	STRATHMORE	2733710
Housing NZ Corp	LOT 1 DP 23568	44A/747	STRATHMORE	2733750
Housing NZ Corp	LOT 6 DP 22631	52D/902	STRATHMORE	2733310
Housing NZ Corp	LOT 2 DP 23101	48C/921	STRATHMORE	2730170

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 1 DP 83112	49C/999	STRATHMORE	2730150
Housing NZ Corp	LOT 3 DP 22373	52D/908	STRATHMORE	2728550
Housing NZ Corp	LOT 3 DP 22373	52D/908	STRATHMORE	2728560
Housing NZ Corp	LOT 2 DP 87648	55A/713	STRATHMORE	2728600
Housing NZ Corp	LOT 3 DP 30168	48C/432	STRATHMORE	2728440
Housing NZ Corp	LOT 2 DP 22863	48C/922	STRATHMORE	2728460
Housing NZ Corp	LOT 6 DP 22373	52D/905	STRATHMORE	2728490
Housing NZ Corp	LOT 6 DP 22373	52D/905	STRATHMORE	2728500
Housing NZ Corp	LOT 5 DP 22373	52D/906	STRATHMORE	2728520
Housing NZ Corp	LOT 4 DP 22373	52D/907	STRATHMORE	2728530
Housing NZ Corp	PT LOT 3 DP 23091	52D/315	STRATHMORE	2728300
Housing NZ Corp	PT LOT 3 DP 23091	52D/315	STRATHMORE	2728310
Housing NZ Corp	LOT 2 DP 26354	48C/920	STRATHMORE	2728380
Housing NZ Corp	LOT 1 DP 57886	27A/451	STRATHMORE	2728410
Housing NZ Corp	LOT 3 DP 30168	48C/432	STRATHMORE	2728430
Housing NZ Corp	LOT 12 DP 23091	51A/553	STRATHMORE	2728200
Housing NZ Corp	LOT 52 DP 23091	51A/558	STRATHMORE	2728220

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 1 DP 87105	54D/251	STRATHMORE	2728240
Housing NZ Corp	LOT 5 DP 22265	52D/899	STRATHMORE	2726650
Housing NZ Corp	LOT 6 DP 22265	52D/900	STRATHMORE	2726660
Housing NZ Corp	PT LOT 7 DP 22265	52D/901	STRATHMORE	2726710
Housing NZ Corp	PT LOT 7 DP 22265	52D/901	STRATHMORE	2726720
Housing NZ Corp	LOT 8 DP 22265	52D/893	STRATHMORE	2726520
Housing NZ Corp	LOT 8 DP 22265	52D/893	STRATHMORE	2726530
Housing NZ Corp	LOT 8 DP 22265	52D/893	STRATHMORE	2726550
Housing NZ Corp	LOT 10 DP 22265	52D/895	STRATHMORE	2726580
Housing NZ Corp	LOT 10 DP 22265	52D/895	STRATHMORE	2726590
Housing NZ Corp	LOT 5 DP 22265	52D/899	STRATHMORE	2726630
Housing NZ Corp	LOT 4 DP 85800	53C/447	STRATHMORE	2726340
Housing NZ Corp	LOT 4 DP 85800	53C/447	STRATHMORE	2726350
Housing NZ Corp	LOT 1 DP 56700	46C/916	STRATHMORE	2726390
Housing NZ Corp	LOT 2 DP 56358	46C/987	STRATHMORE	2726490
Housing NZ Corp	LOT 16 DP 22265	52D/897	STRATHMORE	2726500
Housing NZ Corp	LOT 2 DP 85800	53C/445	STRATHMORE	2726200

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 1 DP 85800	53C/444	STRATHMORE	2726230
Housing NZ Corp	LOT 1 DP 85800	53C/444	STRATHMORE	2726240
Housing NZ Corp	LOT 22 DP 22265	52D/896	STRATHMORE	2726270
Housing NZ Corp	LOT 5 DP 85800	53C/448	STRATHMORE	2726290
Housing NZ Corp	LOT 5 DP 85800	53C/448	STRATHMORE	2726310
Housing NZ Corp	LOT 4 DP 30168	48C/433	STRATHMORE	2726100
Housing NZ Corp	LOT 1 DP 30168	48C/431	STRATHMORE	2726110
Housing NZ Corp	LOT 3 DP 85800	53C/446	STRATHMORE	2726140
Housing NZ Corp	LOT 2 DP 85800	53C/445	STRATHMORE	2726170
Housing NZ Corp	LOT 40 DP 22265	52D/892	STRATHMORE	2725960
Housing NZ Corp	LOT 2 DP 25926	54C/632	STRATHMORE	2725990
Housing NZ Corp	LOT 2 DP 86497	54A/806	STRATHMORE	2726030
Housing NZ Corp	LOT 1 DP 86497	54A/805	STRATHMORE	2726040
Housing NZ Corp	LOT 2 DP 26596	52D/318	STRATHMORE	2718540
Housing NZ Corp	LOT 47 DP 18596	45C/144	STRATHMORE	2624480
Housing NZ Corp	LOT 40 DP 18596	45C/155	STRATHMORE	2624540
Housing NZ Corp	LOT 39 DP 18596	48C/47	STRATHMORE	2624550

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 33 DP 18596	48C/49	STRATHMORE	2624680
Housing NZ Corp	LOT 1 DP 87402	54D/949	STRATHMORE	2620930
Housing NZ Corp	LOT 29 DP 18596	45C/154	STRATHMORE	2613820
Housing NZ Corp	LOT 1 DP 85077	53A/301	STRATHMORE	2610900
Housing NZ Corp	LOT 1 DP 55442	45C/325	STRATHMORE	2610870
Housing NZ Corp	LOT 2 DP 85077	53A/302	STRATHMORE	2610890
Housing NZ Corp	LOT 21 DP 18596	49B/622	STRATHMORE	2600340
Housing NZ Corp	LOT 4 DP 20818	6D/1331	STRATHMORE	2602080
Housing NZ Corp	LOT 66 DP 15490	45C/161	STRATHMORE	2597860
Housing NZ Corp	LOT 1 DP 21380	50A/223	STRATHMORE	2593890
Housing NZ Corp	LOT 2 DP 87332	54D/799	STRATHMORE	2593920
Housing NZ Corp	LOT 64 DP 15490	45C/159	STRATHMORE	2597840
Housing NZ Corp	LOT 2 DP 54643	26A/418	STRATHMORE	2593850
Housing NZ Corp	LOT 2 DP 54643	26A/418	STRATHMORE	2593880
Housing NZ Corp	LOT 2 DP 15181	832/54	STRATHMORE	2589440
Housing NZ Corp	LOT 3 DP 21627	50C/753	STRATHMORE	2589260
Housing NZ Corp	LOT 3 DP 21627	50C/753	STRATHMORE	2589270

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 2 DP 22185	45C/206	STRATHMORE	2589330
Housing NZ Corp	LOT 2 DP 15181	832/54	STRATHMORE	2589420
Housing NZ Corp	LOT 7 DP 20298	54C/364	STRATHMORE	2588740
Housing NZ Corp	LOT 1 DP 85318	53A/994	STRATHMORE	2589140
Housing NZ Corp	LOT 2 DP 85318	53A/995	STRATHMORE	2589150
Housing NZ Corp	LOT 135 DP 15452	45C/280	STRATHMORE	2586850
Housing NZ Corp	LOT 37 DP 15414	48C/119	STRATHMORE	2588000
Housing NZ Corp	LOT 3 DP 34097	46C/310	STRATHMORE	2583970
Housing NZ Corp	LOT 28 DP 15414	45C/208	STRATHMORE	2584180
Housing NZ Corp	LOT 152 DP 15452	45C/275	STRATHMORE	2582690
Housing NZ Corp	LOT 1 DP 33862	48C/424	STRATHMORE	2582770
Housing NZ Corp	LOT 5 DP 33862	45C/210	STRATHMORE	2582820
Housing NZ Corp	LOT 2 DP 81843	48B/718	STRATHMORE	2583090
Housing NZ Corp	LOT 46 DP 18596	48C/442	STRATHMORE	2581310
Housing NZ Corp	LOT 68 DP 15452	51D/376	STRATHMORE	2579770
Housing NZ Corp	LOT 68 DP 15452	51D/376	MIRAMAR	2579790
Housing NZ Corp	LOT 10 DP 20615	45C/258	STRATHMORE	2579860

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 3 DP 24132	48C/40	STRATHMORE	2579950
Housing NZ Corp	LOT 5 DP 24132	45C/340	STRATHMORE	2579980
Housing NZ Corp	LOT 7 DP 15414	50C/756	STRATHMORE	2578180
Housing NZ Corp	LOT 13 DP 15452	51A/165	STRATHMORE	2568670
Housing NZ Corp	LOT 13 DP 15452	51A/165	STRATHMORE	2568690
Housing NZ Corp	LOT 2 DP 88566	56B/190	STRATHMORE	2568720
Housing NZ Corp	LOT 21 DP 15452	51A/168	STRATHMORE	2568790
Housing NZ Corp	LOT 21 DP 15452	51A/168	STRATHMORE	2568810
Housing NZ Corp	LOT 21 DP 15452	51A/168	STRATHMORE	2568820
Housing NZ Corp	LOT 5 DP 15414	50C/755	STRATHMORE	2568360
Housing NZ Corp	LOT 5 DP 15414	50C/755	STRATHMORE	2568370
Housing NZ Corp	LOT 1 DP 83290	50B/516	STRATHMORE	2568400
Housing NZ Corp	LOT 211 DP 15452	51D/723	STRATHMORE	2568590
Housing NZ Corp	LOT 211 DP 15452	51D/723	STRATHMORE	2568600
Housing NZ Corp	LOT 211 DP 15452	51D/723	STRATHMORE	2568620
Housing NZ Corp	LOT 2 DP 87461	55A/177	STRATHMORE	2568240
Housing NZ Corp	LOT 93 DP 15452	832/58	STRATHMORE	2567300

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 2 DP 18289	51D/766	STRATHMORE	2567460
Housing NZ Corp	LOT 2 DP 88147	55B/506	STRATHMORE	2567480
Housing NZ Corp	LOT 2 DP 29627	50C/775	STRATHMORE	2567170
Housing NZ Corp	LOT 4 DP 20615	45C/256	STRATHMORE	2567200
Housing NZ Corp	PT LOT 6 DP 20615	46C/306	STRATHMORE	2567230
Housing NZ Corp	LOT 2 DP 86295	54A/129	STRATHMORE	2567240
Housing NZ Corp	LOT 1 DP 76847	43B/119	STRATHMORE	2557880
Housing NZ Corp	LOT 15 DP 15452	51A/166	STRATHMORE	2557890
Housing NZ Corp	LOT 25 DP 15452	51A/169	STRATHMORE	2557990
Housing NZ Corp	LOT 32 DP 15452	51A/325	STRATHMORE	2558070
Housing NZ Corp	LOT 77 DP 11187	45C/139	MIRAMAR	2550750
Housing NZ Corp	LOT 9 DP 23718	48C/371	STRATHMORE	2801540
Housing NZ Corp	LOT 10 DP 23718	46B/15	STRATHMORE	2801550
Housing NZ Corp	LOT 2 DP 86115	53D/590	STRATHMORE	2738220
Housing NZ Corp	LOT 46 DP 23091	44A/751	STRATHMORE	2733880
Housing NZ Corp	LOT 4 DP 86725	54B/299	STRATHMORE	2737360
Housing NZ Corp	LOT 6 DP 22265	52D/900	STRATHMORE	2726690

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 2 DP 23569	44A/749	STRATHMORE	2733800
Housing NZ Corp	LOT 43 DP 23808	49B/609	STRATHMORE	2737250
Housing NZ Corp	LOT 55 DP 23808	49B/613	STRATHMORE	2737660
Housing NZ Corp	LOT 4 DP 23808	49B/619	STRATHMORE	2737320
Housing NZ Corp	LOT 2 DP 31158	8D/642	STRATHMORE	2738020
Housing NZ Corp	LOT 3 DP 24722	49B/607	STRATHMORE	2738050
Housing NZ Corp	LOT 37 DP 23808	49B/616	STRATHMORE	2738160
Housing NZ Corp	LOT 55 DP 23808	49B/613	STRATHMORE	2737650
Housing NZ Corp	LOT 58 DP 5054	51A/512	STRATHMORE	1668770
Housing NZ Corp	LOT 1 DP 80630	47B/48	STRATHMORE	2776860
Housing NZ Corp	LOT 25 DP 15452	51A/169	STRATHMORE	2557980
Housing NZ Corp	LOT 29 DP 15452	51A/171	STRATHMORE	2558040
Housing NZ Corp	LOT 2 DP 87221	54D/573	STRATHMORE	2567220
Housing NZ Corp	LOT 1 DP 86295	54A/128	STRATHMORE	2567250
Housing NZ Corp	LOT 1 DP 86088	53D/393	STRATHMORE	2567420
Housing NZ Corp	LOT 5 DP 15452	51D/721	STRATHMORE	2568380
Housing NZ Corp	LOT 1 DP 83290	50B/516	STRATHMORE	2568410

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 10 DP 15452	51D/722	STRATHMORE	2568550
Housing NZ Corp	LOT 13 DP 15452	51A/165	STRATHMORE	2568680
Housing NZ Corp	LOT 2 DP 23184	51A/167	STRATHMORE	2568740
Housing NZ Corp	LOT 21 DP 15452	51A/168	STRATHMORE	2568800
Housing NZ Corp	LOT 6 DP 15414	46C/302	STRATHMORE	2578160
Housing NZ Corp	LOT 68 DP 15452	51D/376	STRATHMORE	2579780
Housing NZ Corp	LOT 11 DP 20615	51A/324	STRATHMORE	2579880
Housing NZ Corp	PT LOT 85 DP 15452	46C/307	STRATHMORE	2579970
Housing NZ Corp	LOT 46 DP 18596	48C/442	STRATHMORE	2581300
Housing NZ Corp	LOT 4 DP 34097	45C/260	STRATHMORE	2583980
Housing NZ Corp	LOT 1 DP 26281	45C/284	STRATHMORE	2586830
Housing NZ Corp	LOT 181 DP 15452	45C/273	STRATHMORE	2589160
Housing NZ Corp	LOT 3 DP 21627	50C/753	STRATHMORE	2589280
Housing NZ Corp	LOT 27 DP 15414	50C/754	STRATHMORE	2589300
Housing NZ Corp	LOT 2 DP 15181	832/54	STRATHMORE	2589430
Housing NZ Corp	LOT 2 DP 51218	21B/382	STRATHMORE	2597410
Housing NZ Corp	LOT 25 DP 18596	49B/623	STRATHMORE	2600380

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 92 DP 18596	51A/424	STRATHMORE	2620900
Housing NZ Corp	PT LOT 50 DP 18596	45C/146	STRATHMORE	2624450
Housing NZ Corp	LOT 40 DP 22265	52D/892	STRATHMORE	2725950
Housing NZ Corp	LOT 2 DP 54375	50C/978	STRATHMORE	2726050
Housing NZ Corp	LOT 3 DP 85800	53C/446	STRATHMORE	2726160
Housing NZ Corp	LOT 2 DP 85800	53C/445	STRATHMORE	2726190
Housing NZ Corp	LOT 22 DP 22265	52D/896	STRATHMORE	2726260
Housing NZ Corp	LOT 2 DP 26280	52D/904	STRATHMORE	2726360
Housing NZ Corp	LOT 16 DP 22265	52D/897	STRATHMORE	2726510
Housing NZ Corp	LOT 8 DP 22265	52D/893	STRATHMORE	2726540
Housing NZ Corp	LOT 5 DP 22265	52D/899	STRATHMORE	2726640
Housing NZ Corp	LOT 6 DP 22265	52D/900	STRATHMORE	2726670
Housing NZ Corp	LOT 2 DP 87105	54D/252	STRATHMORE	2728250
Housing NZ Corp	LOT 6 DP 27905	48C/265	STRATHMORE	2728320
Housing NZ Corp	LOT 5 DP 22373	52D/906	STRATHMORE	2728510
Housing NZ Corp	LOT 4 DP 22373	52D/907	STRATHMORE	2728540
Housing NZ Corp	LOT 2 DP 22373	52D/909	STRATHMORE	2728580

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 3 DP 22631	52D/903	STRATHMORE	2733280
Housing NZ Corp	LOT 21 DP 22863	48C/919	STRATHMORE	2733490
Housing NZ Corp	LOT 52 DP 23808	48C/428	STRATHMORE	2733700
Housing NZ Corp	LOT 43 DP 23091	44A/750	STRATHMORE	2733950
Housing NZ Corp	LOT 12 DP 23808	46B/290	STRATHMORE	2736750
Housing NZ Corp	LOT 44 DP 23808	49B/610	STRATHMORE	2737230
Housing NZ Corp	LOT 1 DP 55036	46C/986	STRATHMORE	2737260
Housing NZ Corp	LOT 1 DP 24722	49B/606	STRATHMORE	2737620
Housing NZ Corp	LOT 55 DP 23808	49B/613	STRATHMORE	2737670
Housing NZ Corp	LOT 54 DP 23808	48C/430	STRATHMORE	2737700
Housing NZ Corp	LOT 1 DP 55392	46C/919	STRATHMORE	2738110
Housing NZ Corp	LOT 4 DP 88020	55C/596	STRATHMORE	2738170
Housing NZ Corp	LOT 1 DP 88020	55C/593	STRATHMORE	2738200
Housing NZ Corp	LOTS 1,2 DP 25392	50C/743	STRATHMORE	2739470
Housing NZ Corp	LOTS 1,2 DP 25392	50C/743	STRATHMORE	2739490
Housing NZ Corp	LOTS 1,2 DP 25392	50C/743	STRATHMORE	2739520
Housing NZ Corp	LOTS 1,2 DP 25392	50C/743	STRATHMORE	2739590

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOTS 1,2 DP 25392	50C/743	STRATHMORE	2739610
Housing NZ Corp	LOTS 1,2 DP 25392	50C/743	STRATHMORE	2739680
Housing NZ Corp	LOTS 1,2 DP 25392	50C/743	STRATHMORE	2739700
Housing NZ Corp	LOTS 1,2 DP 25392	50C/743	STRATHMORE	2739770
Housing NZ Corp	LOTS 1,2 DP 25392	50C/743	STRATHMORE	2739790
Housing NZ Corp	PT LOT 7 DP 23091	52D/316	STRATHMORE	2739850
Housing NZ Corp	PT LOT 7 DP 23091	52D/316	STRATHMORE	2739880
Housing NZ Corp	PT LOT 7 DP 23091	52D/316	STRATHMORE	2739970
Housing NZ Corp	PT LOT 7 DP 23091	52D/316	STRATHMORE	2740000
Housing NZ Corp	PT LOT 7 DP 23091	52D/316	STRATHMORE	2740030
Housing NZ Corp	LOT 3 DP 23718	48C/371	STRATHMORE	2741000
Housing NZ Corp	LOT 32 DP 15452	51A/325	STRATHMORE	2558060
Housing NZ Corp	LOT 3 DP 29627	6B/46	STRATHMORE	2567180
Housing NZ Corp	LOT 14 DP 20615	45C/259	STRATHMORE	2567400
Housing NZ Corp	LOT 2 DP 86088	53D/394	STRATHMORE	2567410
Housing NZ Corp	LOT 10 DP 15452	51D/722	STRATHMORE	2568560
Housing NZ Corp	LOT 1 DP 88566	56B/189	STRATHMORE	2568710

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 68 DP 15452	51D/376	STRATHMORE	2579800
Housing NZ Corp	LOT 14 DP 16890	45C/323	STRATHMORE	2581360
Housing NZ Corp	LOT 2 DP 15181	832/54	STRATHMORE	2589410
Housing NZ Corp	LOT 2 DP 54643	26A/418	STRATHMORE	2593860
Housing NZ Corp	LOT 4 DP 26186	45C/209	STRATHMORE	2593990
Housing NZ Corp	LOT 13 DP 17237	45C/322	STRATHMORE	2610980
Housing NZ Corp	LOT 1 DP 85214	53A/742	STRATHMORE	2613840
Housing NZ Corp	LOT 43 DP 18596	45C/156	STRATHMORE	2624530
Housing NZ Corp	LOT 3 DP 85800	53C/446	STRATHMORE	2726130
Housing NZ Corp	LOT 1 DP 85800	53C/444	STRATHMORE	2726220
Housing NZ Corp	LOT 4 DP 85800	53C/447	STRATHMORE	2726320
Housing NZ Corp	LOT 4 DP 85800	53C/447	STRATHMORE	2726330
Housing NZ Corp	LOT 14 DP 22265	52D/898	STRATHMORE	2726460
Housing NZ Corp	LOT 14 DP 22265	52D/898	STRATHMORE	2726470
Housing NZ Corp	LOT 9 DP 22265	52D/894	STRATHMORE	2726570
Housing NZ Corp	LOT 6 DP 22265	52D/900	STRATHMORE	2726680
Housing NZ Corp	LOT 17 DP 22863	48C/923	STRATHMORE	2728390


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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 1 DP 87648	55A/712	STRATHMORE	2728590
Housing NZ Corp	LOT 2 DP 23101	48C/921	STRATHMORE	2730180
Housing NZ Corp	LOT 2 DP 83100	49C/973	STRATHMORE	2733610
Housing NZ Corp	LOT 24 DP 22863	48C/918	STRATHMORE	2733630
Housing NZ Corp	LOT 1 DP 26828	44A/753	STRATHMORE	2733870
Housing NZ Corp	LOT 45 DP 23808	49B/611	STRATHMORE	2737200
Housing NZ Corp	LOT 5 DP 23808	49B/620	STRATHMORE	2737300
Housing NZ Corp	LOT 2 DP 86725	54B/297	STRATHMORE	2737380
Housing NZ Corp	LOT 1 DP 86725	54B/296	STRATHMORE	2737390
Housing NZ Corp	LOT 2 DP 31158	8D/642	STRATHMORE	2738040
Housing NZ Corp	LOT 38 DP 23808	49B/617	STRATHMORE	2738130
Housing NZ Corp	LOT 1 DP 86115	53D/589	STRATHMORE	2738210
Housing NZ Corp	LOT 3 DP 86115	53D/591	STRATHMORE	2738230
Housing NZ Corp	LOTS 1,2 DP 25392	50C/743	STRATHMORE	2739460
Housing NZ Corp	LOTS 1,2 DP 25392	50C/743	STRATHMORE	2739560
Housing NZ Corp	LOTS 1,2 DP 25392	50C/743	STRATHMORE	2739650
Housing NZ Corp	LOTS 1,2 DP 25392	50C/743	STRATHMORE	2739740

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	PT LOT 7 DP 23091	52D/316	STRATHMORE	2739820
Housing NZ Corp	PT LOT 7 DP 23091	52D/316	STRATHMORE	2739900
Housing NZ Corp	PT LOT 7 DP 23091	52D/316	STRATHMORE	2739910
Housing NZ Corp	PT LOT 7 DP 23091	52D/316	STRATHMORE	2739990
Housing NZ Corp	PT LOT 7 DP 23091	52D/316	STRATHMORE	2740010
Housing NZ Corp	LOT 3 DP 23718	48C/371	STRATHMORE	2740990
Housing NZ Corp	LOT 1 DP 24889	49B/615	STRATHMORE	2743680
Housing NZ Corp	LOT 2 DP 76847	43B/120	STRATHMORE	2557870
Housing NZ Corp	LOT 211 DP 15452	51D/723	STRATHMORE	2568610
Housing NZ Corp	LOT 6 DP 33862	46C/309	STRATHMORE	2588030
Housing NZ Corp	LOT 4 DP 30168	48C/433	STRATHMORE	2726090
Housing NZ Corp	LOT 1 DP 23570	52D/317	STRATHMORE	2726440
Housing NZ Corp	LOT 4 DP 23808	49B/619	STRATHMORE	2737330
Housing NZ Corp	LOT 2 DP 31158	8D/642	STRATHMORE	2738010
Housing NZ Corp	LOT 1 DP 82727	49C/35	STRATHMORE	2738250
Housing NZ Corp	PT LOT 7 DP 23091	52D/316	STRATHMORE	2739940
Housing NZ Corp	LOT 2 DP 22373	52D/909	STRATHMORE	2728570

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 17 DP 22863	48C/923	STRATHMORE	2728400
Housing NZ Corp	LOT 12 DP 23091	51A/553	STRATHMORE	2728210
Housing NZ Corp	LOT 5 DP 22265	52D/899	STRATHMORE	2726620
Housing NZ Corp	LOT 2 DP 57350	46C/988	STRATHMORE	2726420
Housing NZ Corp	LOT 2 DP 85800	53C/445	STRATHMORE	2726180
Housing NZ Corp	LOT 1 DP 28511	F4/1146	STRATHMORE	2726080
Housing NZ Corp	LOT 3 DP 85800	53C/446	STRATHMORE	2726150
Housing NZ Corp	LOT 41 DP 22265	52D/891	STRATHMORE	2725980
Housing NZ Corp	LOT 34 DP 18596	48C/48	STRATHMORE	2624690
Housing NZ Corp	LOT 2 DP 87402	54D/950	STRATHMORE	2620920
Housing NZ Corp	LOT 75 DP 15490	45C/142	STRATHMORE	2596320
Housing NZ Corp	LOT 27 DP 15414	50C/754	STRATHMORE	2589290
Housing NZ Corp	LOT 3 DP 19953	46C/303	STRATHMORE	2589190
Housing NZ Corp	LOT 3 DP 33862	48C/425	STRATHMORE	2582800
Housing NZ Corp	LOT 11 DP 20615	51A/324	STRATHMORE	2579870
Housing NZ Corp	LOT 7 DP 15414	50C/756	STRATHMORE	2578170
Housing NZ Corp	LOT 3 DP 23184	51A/172	STRATHMORE	2568750

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 5 DP 15452	51D/721	STRATHMORE	2568390
Housing NZ Corp	LOT 2 DP 86684	54B/233	STRATHMORE	2558010
Housing NZ Corp	LOT 1 DP 86684	54B/232	STRATHMORE	2558020
Housing NZ Corp	LOT 1 DP 88147	55B/505	STRATHMORE	2567470
Housing NZ Corp	LOT 1 DP 33862	48C/424	STRATHMORE	2582780
Housing NZ Corp	LOT 3 DP 21627	50C/753	STRATHMORE	2589250
Housing NZ Corp	LOT 1 DP 87332	54D/798	STRATHMORE	2593910
Housing NZ Corp	LOT 24 DP 16890	45C/324	STRATHMORE	2610970
Housing NZ Corp	LOT 2 DP 85214	53A/743	STRATHMORE	2613850
Housing NZ Corp	LOT 41 DP 22265	52D/891	STRATHMORE	2725970
Housing NZ Corp	LOT 5 DP 85800	53C/448	STRATHMORE	2726300
Housing NZ Corp	LOT 1 DP 55219	46B/99	STRATHMORE	2726610
Housing NZ Corp	LOT 2 DP 57886	27A/452	STRATHMORE	2728420
Housing NZ Corp	LOT 2 DP 22863	48C/922	STRATHMORE	2728450
Housing NZ Corp	LOT 2 DP 83112	49C/1000	STRATHMORE	2730160
Housing NZ Corp	LOT 2 DP 56930	46C/918	STRATHMORE	2733780
Housing NZ Corp	LOT 50 DP 23808	48C/427	STRATHMORE	2737980

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

AGENCY	LEGAL DESCRIPTION	TITLE REF	ADDRESS	Property ID
Housing NZ Corp	LOT 2 DP 15452	51D/720	STRATHMORE	2568420
Housing NZ Corp	LOT 13 DP 15452	51A/165	STRATHMORE	2568700
Housing NZ Corp	LOT 5 DP 17237	50A/90	STRATHMORE	2581500
Housing NZ Corp	LOT 2 DP 54643	26A/418	STRATHMORE	2593870
Housing NZ Corp	LOT 2 DP 53844	46C/985	STRATHMORE	2726010
Housing NZ Corp	LOT 1 DP 85800	53C/444	STRATHMORE	2726210
Housing NZ Corp	LOT 52 DP 23091	51A/558	STRATHMORE	2728230
Housing NZ Corp	LOT 5 DP 17237	50A/90	STRATHMORE	2581510
Housing NZ Corp	LOT 68 DP 5054	50A/556	STRATHMORE	2500220
Housing NZ Corp	LOT 9 DP 22265	52D/894	STRATHMORE	2726560
Housing NZ Corp	LOT 5 DP 23808	49B/620	STRATHMORE	2737290
Housing NZ Corp	PT LOT 7 DP 22265	52D/901	STRATHMORE	2726700
Housing NZ Corp	LOT 38 DP 23808	49B/617	STRATHMORE	2738140
Housing NZ Corp	LOT 4 DP 350242	205549	STRATHMORE	6000341
Housing NZ Corp	LOT 5 DP 350242	205550	STRATHMORE	6000340
Housing NZ Corp	LOT 1 DP 27905	22D/484	STRATHMORE	6001004
Housing NZ Corp	LOT 2 DP 350242	205547	STRATHMORE	4002900

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

Transit New Zealand properties

Property name	ID Number	ADDRESS	LEGAL DESCRIPTION
Part Railway reserve (sectn 16 Hutt reg district)	90001	Tranz Rail land near SH2/Dowse Drive	0.1171 hectares more or less, being Sections 1 & 2 SO 341776
Percy's Reserve	90014	SH2	0.7507 hectares more or less, being Part Section 4 Hutt District
Thorndon Quay - motorway piers ex Iashlie	90015	Thorndon Quay 243	0.0010 hectares more or less, being Secs 3 & 4 SO 347618
Buckle Street 60	90036	60 Buckle Street	0.3910 hectares, being Part Sections 226 and 1151 Town of Wellington. All computer freehold register 288861.
Abel Smith Street; 77 - Land	260003	77 Abel Smith Street	0.0248 hectares more or less, being Part Section 94 Town of Wellington
Abel Smith Street; 81, Newmans (removed)	260004	81 Abel Smith Street	0.2813 hectares more or less, being Lots 1 & 2 DP 17632 & Lot 19 DP 1349
Abel Smith Street; 89 - Land	260005	89 Abel Smith Street	0.0346 hectares more or less, being Lot 2 DP 549
Abel Smith Street; 126 - Land	260006	126 Abel Smith Street	0.0121 hectares more or less, being Lot 3 DP 626
Abel Smith St; 130 - Carpark	260007	130 Abel Smith Street	0.0161 hectares more or less, being Lot 1 DP 626
Abel Smith St; 132B - Building (removed)	260008	132B Abel Smith Street	0.0864 hectares more or less, being Lots 1, 2 & 3 DP 4151 & Pt Sec 113 TN of Wellington
Arthur Street; 8 - House (removed)	260023	8 Arthur Street	0.0122 hectares more or less, being Lot 2 DP 6814

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

Property name	ID Number	ADDRESS	LEGAL DESCRIPTION
Arthur Street; 10 - Land	260024	10 Arthur Street	0.0151 hectares more or less, being Lot 1 DP 6814
Arthur Street; 12 - Land	260025	12 Arthur Street	0.0228 hectares more or less, being Lot 36 Deeds Plan 28
Arthur Street; 14-16 - Land	260026	14-16 Arthur Street	0.0456 hectares more or less, being Lots 30 & 33 Deeds Plan 28
Arthur Street; 18-20 - Shop (removed)	260027	18-20 Arthur Street	0.1317 hectares more or less, being Pt Lot 1 DP 26058, Pt Lot 10 DP 32281 & Lot 24 Deeds Plan 28
Arthur Street; 22-24 - Garages (removed)	260028	22-24 Arthur Street	0.0342 hectares more or less, being Pt lot 18 & Lot 21 Deeds Plan 28
Arthur Street; 26 - Land	260029	26 Arthur Street	0.0214 hectares more or less, being Pt Lot 18 Deeds Plan 28
Arthur Street; 28 - House (removed)	260030	28 Arthur Street	0.0173 hectares more or less, being pt Lot 18 Deeds Plan 28
Arthur Street; 30 - Building	260031	30 Arthur Street	0.0293 hectares more or less, being pt Lot 18 Deeds Plan 28
Arthur Street; 32 - House (removed)	260032	32 Arthur Street	0.0152 hectares more or less, being pt Lot 15 Deeds Plan 28
Arthur Street; 34 - Carpark	260033	34 Arthur Street	0.0152 hectares more or less, being pt Lot 15 Deeds Plan 28
Arthur Street; 36 - Building (removed)	260034	36 Arthur Street	0.0234 hectares more or less, being Lot 1 DP 24941
Arthur Street; 38 - Land	260035	38 Arthur Street	0.0107 hectares more or less, being Lot 3C Deeds Plan 28
Austin St; 138 - 3 Flats	260036	138 Austin Street	0.0607 hectares more or less, being Lot 1 DP 59631

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

Property name	ID Number	ADDRESS	LEGAL DESCRIPTION
Austin St; 142 - 2 Flats	260037	142 Austin Street	0.0193 hectares more or less, being Lot 2 DP 5718
Bowen Street; Ballantrae Carpark	260054	Ballantrae Place carpark	0.1057 hectares more or less, being Pt Lot 1 A Plan 1599, Pt Lot 4 DP 2, Pt Lot 1 DP 1225, Pt Lots 1 & 2 DP 5362, Pt Lots 1 & 2 DP 7845, Pt Secs 1 & 2 SO 27854, Pt Sec 4 SO 20883, and Pt Secs 524 & 525 Town of Wellington. Subject to Survey
Brougham St; 145 - 2 Flats	260055	145 Brougham Street	0.0362 hectares, being Part Lot 2 DP 1172.
Brougham St; 151 - 2 Flats	260057	151 Brougham Street	0.0373 hectares, being Part Lot 4 DP 1172.
Buckle Street; - Ex Saint Pats	260059	22 Buckle Street	1.0066 hectares more or less, being Pt Lot 1 & Lots 2, & 4 A Plan 71, Lot 1 A Plan 927 and Pts Sections 256, 257, 263 & 264 Town of Wellington
Buller St; 8 - 2 Flats	260061	8 Buller Street	0.0411 hectares more or less, being Pt Lot 6 DP 2681 and Pt Lots 1 and 2 DP 10472
Buller St; 12 - House	260062	12 Buller Street	0.0443 hectares more or less, being Lot 8 DP 2681
Buller St; 27 - Land	260063	27 Buller Street	0.0200 hectares more or less being Part Lots 15 and 16 DP 577. Balance GN 156753.1.

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

Property name	ID Number	ADDRESS	LEGAL DESCRIPTION
Buller St; 29 - Land	260064	29 Buller Street	0.0308 hectares more or less being Part Lots 17 and 18 DP 577. Part GN 091681.1.
Buller St; 31 - Carpark	260065	Buller Street	0.0553 hectares more or less being Part Lots 8 and 9 DP 1511 and Part Lot 1 DP 18520. All GN A004163. 0.0173 hectares more or less being Part Lot 6 DP 1511. All GN 955496.
Buller St; 33 - Land	260066	33 Buller Street	0.0325 hectares more or less being Part Lots 18 and 19 DP 577. Balance GN 486035.1.
Buller St; 34 - House & Garage	260067	34 Buller Street	0.0250 hectares more or less, being Lot 2 DP 577
Bolton Street Overbridge	260071	Bolton Street Overbridge	0.3000 hectares more or less, being Pt Lot 1 A Plan 803, Pts Lots 1 DP 2355, Pts Lot 1 DP 8370 (SO 26952) and Lot 1 & Pts Lots 2 & 3 DP 9921. Subject to survey
Cornish Street, 13 - Buildings	260078	13 Cornish Street	0.6361 hectares more or less, being Lots 6, 7, 8, 9, 10, 11, & 12 DP 33346
Cuba St; 270-274 - House (relocated)	260083	270-274 Cuba Street	0.0227 hectares more or less, being Pt Secs 97 & 99 Town of Wellington. All computer register 246481
Cuba St; 283-285 - Carpark	260084	283-285 Cuba Street	0.0429 hectares more or less, being Pt Sec 102 Town of Wellington
Cuba St; 287 - 2 Shops & Flat	260085	287 Cuba Street	0.0261 hectares more or less, being Lot 3B Deeds Plan 28
Cuba St; 289-291 & 40 Arthur St (relocated)	260086	289-291 Cuba St & 40 Arthur St	0.0247 hectares more or less, being Lots 1 & 2 A Plan 1078

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

Property name	ID Number	ADDRESS	LEGAL DESCRIPTION
Dowse Drive; North of - Land	260107	North of Dowse Drive	2.8354 hectares more or less, being Part Subdivisions 13, 15, 16, 19 and 20 of Section 16 Hutt District.
Dufferin St; 1-7 - Land	260109	1-7 Dufferin Street	0.2549 hectares more or less, being Lot 1 DP 62390 & Sec 2 SO 328966
Ellice Street; 5-5A - Building	260120	5-5A Ellice Street	0.0139 hectares more or less, being Pt Lot 9 DP 15
Ellice Street; 7 - Shop	260121	7 Ellice Street	0.0216 hectares more or less, being Lot 1 DP 26700
Ellice Street; 9 - Shop & Flat	260122	9 Ellice Street	0.0202 hectares more or less, being Pt Lot 17 DP 15
Ellice Street; 11-13 - Caryard	260123	11-13 Ellice Street	0.0228 hectares more or less, being Pt Lot 18 DP 15
Evelyn Place - Land	260124	Cnr Victoria & Webb	0.0239 hectares more or less, being Pt Sec 1435 Town of Wellington and Sec 93 Town of Wellington
Footscray Avenue; 4 - Cottage	260144	4 - 6 Footscray Avenue	0.1346 hectares more or less, being Pt Sec 98 Town of Wellington
Footscray Avenue; 8 - Cottage	260146	8 Footscray Avenue	0.1273 hectares more or less, being Pts Sec 98 Town of Wellington

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

Property name	ID Number	ADDRESS	LEGAL DESCRIPTION
Ghuznee St; 131 - Carpark	260162	131 Ghuznee Street	0.0833 hectares more or less, being Pt Lot 3 A Plan 152 & Pts Lot 6 A Plan 152 and Pts Lots 11 & 12 DP 577. Area subject to survey
Ghuznee St; 138 - Land	260163	138 Ghuznee Street	0.2309 hectares more or less, being Lots 1 & 2 DP 1016, Pts Sec 1 SO 31188, Pt Lot15 & 16 Deeds Plan 115, Pt Sec 1357 Town of Wellington, Pt Lot 1 DP 13915, Pt Lots 3, 4, 5 & 6 DP 1016, Pt Lot 1 A Plan 1306, Pt Sec 163 Town of Wellington, Pt Lot 6 DP 9, Lot 1 & Pt Lot 2 DP 8784, Pt Lot 1 DP 888, Lots 1 & 2 DP 8446 and Lot 1 & Pt Lot 2 A Plan 1315. Area subject to Survey
Ghuznee St; 139 - Land	260164	Cnr with 2 Buller Street	0.0296 hectares more or less, being Pt Lot 1 DP 10472
Ghuznee St; 141 - 2 Flats	260165	141 Ghuznee Street	0.0239 hectares more or less, being Pt Lot 2 DP 10472
Tinakori Site - Hawkestone St; Land	260175	Hawkestone Street	0.1392 hectares more or less, being Pts Sec 566 Town of Wellington, Pt Sec 1236 Town of Wellington, Pts Lot 1, 2, 12 & 13 DP 3162 and Pt Lot 14 DP 3162. Subject to survey
Hill St; 95 (prev 89-91) -PART SOLD	260180	95 (prev 89 - 91) Hill Street	0.1028 hectares more or less, being Lot 1 DP 23, Pts Lot 2 DP 6202 and Pt Sec 524 Town of Wellington. Subject to survey
Hill St; 105-105A - Land	260181	105-105A Hill Street	0.0165 hectares more or less, being Pts Sec 523 Town of Wellington. Subject to survey
Hill St; 107 - Land	260182	107 Hill Street	0.1265 hectares more or less, being Lot 2 DP 38133

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Property name	ID Number	ADDRESS	LEGAL DESCRIPTION
Hutt Road; Motorcentre - Land	260186	Hutt Road	0.3026 hectares more or less, being Secs 3 & 5 SO 36654, Pt Lots 1 & 2 DP 11786 and Lot 1 DP 12263
Hutt Road; 424 - House	260187	424 Hutt Road	0.0508 hectares more or less, being Lot 1 DP 2407.
Hutt Road; 422 - House	260188	422 Hutt Road	0.0536 hectares more or less, being Lot 2 DP 2407
Johnsonville; Pumping Station	260201	Johnsonville off-ramp SH1	2.4133 hectares more or less, being Sec 204 Porirua District, Pt Lots 13, 14, 15, 16 & 17 Blk VIII DP 2442. Subject to survey
Kelvin Grove; 9 & 11 - Carpark	260218	9 + 11 Kelvin Grove	0.0556 hectares more or less, being Pt Sec 104 Town of Wellington
Kensington St; 13 – House removed	260222	13 Kensington Street	0.0294 hectares more or less being Lot 6 DP 1349. All GN 87513
Kensington St; 14 - House	260223	14 Kensington Street	0.0301 hectares more or less, being Lot 17 DP 1349
Kensington St; 15 - Building (removed)	260224	15 Kensington Street	0.0301 hectares more or less being Lot 7 & Pt Lot 8 DP 1349
Kensington St; 16-18 - Land	260225	16-18 Kensington Street	0.1396 hectares more or less, being Lot 19 DP 1349: Lot 18 now legal road - 531271.1
Kensington St 17-19 – Carpark	260226	17-19 Kensington Street	0.0584 hectares more or less being Lot 8 and 9 DP 1349. Part GN 954022

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Property name	ID Number	ADDRESS	LEGAL DESCRIPTION
Kensington St; 20-24 - Land	260227	20-24 Kensington Street	0.1098 hectares more or less, being Pts Lot 11 DP 549, Pts Lot B A Plan 1670 and Lot 1 DP 8112
Kent Terrace; 83 - 3 Flats	260231	83 Kent Terrace	0.0304 hectares more or less, being Pt Lot 8 and Pt Lot 9 DP 15
MacDonald Crescent - Terrace	260240	MacDonald Crescent	0.1893 hectares more or less, being Lots 21, 22, 23, 24 & 25 DP 150, Lots 1 & 2 DP 6935 & Lot 1 DP 8441
Magnolia Grove; 20 - Land	260241	20 Magnolia Grove	0.0956 hectares more or less, being Pt Lot 4 DP 24792
Magnolia Grove; Part 24 - Land	260242	Pt 24 Magnolia Grove	0.0185 hectares more or less, being Pt Lot 22 DP 23697
Martin Square; 51-55 - Land	260246	51-55 Martin Square	0.0503 hectares more or less, being Lots 31 & 32 DP 69 and Pt Sec 227 Town of Wellington
Martin Square; 57-65 - Yard	260247	57-65 Martin Square	0.1484 hectares more or less, being Pt Lot 6, Lot 7, Lot 8, Pts Lot 15, Lot 16 & Pt Lots 33 DP 69
Murphy Street; Land	260258	Murphy Street	Pts Lots 1 & 2 DP 15631, Pts Lot 2 DP 6151, Pts Sec 590 Town of Wellington, Pts Lot 4 Deeds Plan 204 & Pts Sec 591 Town of Wellington
Ngauranga Gorge; Lower - Land	260260	Ngauranga Gorge	0.0212 hectares more or less being Pts Subdivision B Ngauranga Gorge Reserve.
Tyer Road; access strip	260264	Tyer Road	0.0019 hectares more or less, being Sec 2 SO 37854

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Property name	ID Number	ADDRESS	LEGAL DESCRIPTION
Oak Park Avenue; 1 - Building (removed)	260280	1 Oak Park Avenue	0.0965 hectares more or less, being Pts Sec 114 Town of Wellington
Pharazyn St, 0 - Land	260296	0 Pharazyn Street	0.2113 hectares more or less, being Pts Subdivision 1 Sec 75 Hutt District and Pt Sec 75 Hutt District
Parliament Street; 13 - Land	260308	13 Parliament Street	0.0102 hectares more or less, being Lot 2 DP 303746
Parliament St; 15 - Motorway	260309	15 - 17 Parliament Street	0.0014 hectares more or less, being Pts Sec 523 Town of Wellington. Subject to survey
Parliament St; 17 - Motorway	260311	17 Parliament Street	0.0117 hectares more or less, being Pts Sec 523 Town of Wellington. Balance CFR 215047
Paterson Street; 3 - 3 Flats	260313	3 Paterson Street	0.0357 hectares more or less, being Pt Lots 2,3,4 & 5 DP 1172
Paterson Street; 5 - 2 Flats	260314	5 Paterson Street	0.0354 hectares more or less, being Pt Lot 5 DP 1172
Paterson Street; 7 - 2 Flats	260315	7 Paterson Street	0.01968 hectares more or less, being Pts Lot 5 DP 1172
Paterson Street; 9 - 2 Flats	260316	9 Paterson Street	0.0230 hectares more or less, being Pt Lot 5 DP 1172
Paterson Street; 11 - House	260317	11 Paterson Street	0.0243 hectares more or less, being Pt Lot 5 DP 1172
Paterson Street; 13 - Land	260318	13 Paterson Street	0.0511 hectares more or less, being Lot 6 DP 1172
Paterson Street; 15 - Land	260319	15 Paterson Street	0.0450 hectares more or less, being Pt Lot 7 DP 1172
Paterson Street; 17 - House	260320	17 Paterson Street	0.0334 hectares more or less, being P Lots 7 & 8 DP 1172
Paterson Street; Pts 19,21,23	260321	19 Paterson Street	0.0334 hectares more or less, being Pt Lots 8 & 9 DP 1172
Paterson Street; 21 - Garage	260322	21 Paterson Street	0.0483 hectares more or less, being Lot 9 DP 1172

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Property name	ID Number	ADDRESS	LEGAL DESCRIPTION
Paterson Street; 23 - Land	260323	23 Paterson Street	0.0210 hectares more or less, being Lot 1 DP 5718
Priest Avenue; 33-35 - House	260340	33-35 Priests Avenue	0.4999 hectares more or less, being Lots 9, 10, 11, 12, 13, 14, 16 & Pt Lot 18 DP 1454
Priest Avenue; 37-43 - Yard	260342	37-43 Priests Avenue	0.3264 hectares more or less, being Lot 17 DP 1454, Pt Subdivision 10 Sec 3 Hutt District and Lots 1, 2 & 3 DP 1365
Sussex Street; 2 - Land	260381	2 Sussex Street	0.0212 hectares more or less being Part Section 664 Town of Wellington. All GN B453370.1.
Taranaki St; 171-175 - Building	260390	171-175 Taranaki Street	0.0.0846 hectares more or less, being Pts Sec 226 Town of Wellington. (See Martin Square for Lots 7, 8 & 15 DP 69)
Taranaki St; 196-206 -Car Yard	260391	206 Taranaki Street	0.1247 hectares more or less, being Lots 1 & 2 DP 25527
Taranaki St; 208-212 - Building	260392	208-212 Taranaki Street	0.0829 hectares more or less, being Lot 1 DP 9560
The Esplanade; ex Iron Foundry	260400	The Esplanade	0.2202 hectares more or less, being Pts Sec 1 Hutt District, Pt Lots 1, 2, 3, 4, 5, 6 & 7 DP 351 and Secs 8, 9 & 10 SO 24491.

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Property name	ID Number	ADDRESS	LEGAL DESCRIPTION
The Esplanade; 9-15 - Building	260402	9-15 The Esplanade, 2-8 Hutt R	0.1386 hectares more or less, being Subdivision 1A1G Sec 2 Hutt District, Pts Lot 26, Lot 27 and Lots 23, 24, 25 DP 351 & Sec 11 SO 24491
The Terrace; 44-52 - Rear Land	260403	44-52 The Terrace	0.2575 hectares more or less, being Pts Lots 1 & 2 DP 2355, Lot 1 & Pt Lots 2 & 3 DP 9921, Pts A Plan 803, Pt Lot 8 Deeds Plan 390 & Pt Lots 1 & 2 DP 6691. Subject to survey.
The Terrace; 202 - Rear Land	260404	202 The Terrace	0.1090 hectares more or less, being Pts Lot 1 DP 12015. Subject to survey
The Terrace; 210-214A - Carpark	260405	210-214A The Terrace	0.2076 hectares more or less, being Pts lots 1 & 2 DP 12663 & Pts Lot 2 A Plan 2124. Subject to survey
The Terrace; 216 - Land Rear	260406	216 The Terrace	0.2777 hectares more or less, being Pts Lot 2 & Pt Lot 3 DP 11166 and Pt Lot 2 & Lot 3 DP 9674. Subject to survey
The Terrace; 226 - Land Rear	260407	226 The Terrace	0.1310 hectares more or less, being Pt Sec 450 Town of Wellington
The Terrace; 230 - Land Rear	260408	230A The Terrace	0.1323 hectares more or less, being Pt Lot 1 A Plan 976
The Terrace; 232 - Right of Way	260409	232 The Terrace	0.1627 hectares more or less, being Pt Sec 449 Town of Wellington
The Terrace; 238 - Land Rear	260410	238 The Terrace	0.1243 hectares more or less, being Pt Secs 448 & 449 Town of Wellington

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Property name	ID Number	ADDRESS	LEGAL DESCRIPTION
Thorndon Quay; 243 - Storage	260411	243 Thorndon Quay	0.1487 hectares more or less being Parts Lot 1 and Part Lot 2 DP 6095, Part Lot 6 DP 996, Part Lot 7 DP 1362 and Part Lot 2 DP 21640, Stratum title only below RL 10.6m.
Thorndon Quay; 248-252 - Land	260412	252 Thorndon Quay	0.0185 hectares more or less, being Pt Lot 48, Pts Lot 49 & 50 & Pt Lots 51 DP 1000. Subject to survey
Tinakori Road; 17 - Land Rear	260413	17 Tinakori Road	0.0194 hectares more or less, being Pt Lot 2 DP 21640
Tinakori Road; - Land	260414	Tinakori Road	0.4318 hectares more or less being Pts Sec 570 Town of Wellington, Pts Sec 569 Town of Wellington, Pt Lots 1 & 2 DP 17025, Pt Lot 1 DP 11247, Pt Lots 1, 2 & 3 DP 4805, Pt Lots 1, 2 & 3 DP 5468, Pt Sec 566 Town of Wellington, Pt Lots 1 & 2 DP 6747, Pt Lot 3 DP 6485, Pt Lots 4 & 5 DP 6747, Pt Lots 1 - 6 DP 8738, Pt Lots 1 & 2 DP 9248, Pt Lot 2 DP 3923, Pts Lot 1 DP 4929, Pt Lot 1 A Plan 893, Pt Sec 549 Town of Wellington, Pt Lots 1 & 2 DP 6008, Pt Lot 8 DP 383, Pts Lot 7 DP 383, Pts Lot 4 DP 5056 & Lot 3 DP 5056. Area subject to survey
Tirohanga Road; 28 - Land	260415	28 Tirohanga Road	0.2347 hectares more or less being Pt Lot 31 DP 2251
Tonks Avenue; 1-3 - 2 Cottages (relocated)	260419	1-3 Tonks Avenue	0.0150 hectares more or less, being Pt Secs 97 & 92 Town of Wellington. Formerly all computer freehold register WNC1/901

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PORT NICHOLSON BLOCK (TAHAKAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

Property name	ID Number	ADDRESS	LEGAL DESCRIPTION
Tonks Avenue 2 – Land	260420	2 Tonks Avenue	0.0766 hectares more or less being Lot 2 DP 11821. All GN 223218.1
Tonks Avenue; 4 - Land	260421	4 Tonks Avenue	0.0202 hectares more or less being Part Section 99 Town of Wellington. All GN 624166.1.
Tonks Avenue; 5 - Cottage (relocated)	260422	5 Tonks Avenue	0.0202 hectares more or less being Part Section 97 Town of Wellington. All GN 499441.1.
Tonks Avenue; 8 - Land	260424	8 Tonks Avenue	0.0227 hectares more or less, being Part Section 97 Town of Wellington. All GN 082118.1
Transmission Gully - Trotter	260426	Land	0.3728 hectares more or less being Pt Lot 1 DP 82381
Tinakori Rd; 43 - Land rear	260429	Land at rear, 43 Tinakori Rd	0.1981 hectares more or less being Part Sections 606, 607 and 608 Town of Wellington. Balance GN A041663.
Tinakori Rd; - Land	260430	Cnr of Tinakori Road & Hobson St & Tinakori Rd	0.0191 hectares more or less being Part Lot XX Deeds Plan 461. Part GN 723352.1.
The Terrace Tunnel; land	260432	Terrace Tunnel	0.3993 hectares more or less being Lots 1 - 8 DP 8062, Lot 1 A Plan 2804, Pts Lots 1, 2, 3, 4 & Pt Lots 15, & 16 DP 1511, Pt Lots 9, 10, 11, 12, 13 & 16 Deeds Plan 115, Pts sec 2 SO 31188, Pt Sec 1357 Town of Wellington, Pts Lot 3 DP 2383, Pt Lot 1 A Plan 2473 and Pt Sec 167 Town of Wellington. Subject to survey
Vivian St; 207-211 - 8 Flats	260440	207-211 Vivian Street	0.0841 hectares more or less being Part Section 116 Town of Wellington. All GN 89075.
Vivian St; 215 - Avonside (relocated)	260441	215 Vivian Street	0.0983 hectares more or less being Lot 1 DP 7078. All GN B623388.1.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

Property name	ID Number	ADDRESS	LEGAL DESCRIPTION
Vivian St; 217 -Oak Park House (removed)	260442	217 Vivian Street	0.0292 hectares more or less being Lot 2 DP 7706. Balance GN 776793.1.
Vivian St; 217 - Carpark	260443	217 Vivian Street	0.0362 hectares more or less being Lot 1 DP 7706. Part GN 776793.1.
Vivian St; 219 - 2 Flats (removed)	260444	219 Vivian Street	0.0288 hectares more or less being Part Section 114 Town of Wellington. All GN 760964.
Vivian St; 232 - Land	260445	232 Vivian Street	0.0250 hectares more or less being Part Lots 20 and 21 DP 577. All GN 276841.1.
Vivian St; 234 - Land	260446	234 Vivian Street	0.0291 hectares more or less being Part Lots 19 and 20 DP 577. All GN 302326.1.
Western Hutt Rd; 28 - Land	260458	28 Western Hutt Rd	0.4505 hectares more or less being Lot 1 DP 77141. All CFR WN45B/634.
Western Hutt Rd; Koro Cres	260459	Petone	0.0340 hectares more or less being Sec 1 SO 38350
Western Hutt Rd; 86	260466	86 Western Hutt Road	0.1085 hectares more or less being Lot 2 DP 13054. All Proc 5963.
Western Hutt Rd; 125 - Lochabe	260467	125 Western Hutt Road	3.5400 hectares more or less being Section 1 SO 37208. All CFR WN46B/399.
Western Hutt Rd; Melling - Land	260468	Western Hutt Road Melling	0.1414 hectares more or less being Part Lots 28 and 30 DP 2251. All GN 508046.
Western Hutt Rd; 125a - Land	260469	125A Western Hutt Road	0.0711 hectares more or less being Part Lot 1 DP 32299. Balance GN 142443.1.

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

Property name	ID Number	ADDRESS	LEGAL DESCRIPTION
Willis St; 184-186 - Land Rear	260473	184-186 Willis Street	0.0303 hectares more or less being Part Lots 8 and 9 DP 1511. Part GN A048912.
Willis St; 188 - Land Rear	260474	188 Willis Street	0.0250 hectares more or less being Part Lot 1DP 18520. Balance GN A048912.
Willis St; 190 - Land	260475	190 Willis Street	0.0173 hectares more or less being Part Lot 6 DP 1511. All GN 955496.
Willis St; 192/194 - Land Rear	260476	194 Willis Street	0.1051 hectares more or less being Part Lots 1 and 2 DP 2383 and Part Lot 5 DP 1511. All GN A040486.
Willis St; 222-236 - Carpark	260477	222-236 Willis Street	0.0153 hectares more or less being Parts Section 141 Town of Wellington. Balance GN A050474.
Willis St; 238 - Carpark	260478	238 Willis Street	0.0281 hectares more or less being Lot 2 DP 41011. All GN 056657.1.
Willis St; 270; Building	260479	270 Willis Street	0.0424 hectares more or less being Part Section 115 Town of Wellington. All GN 205901.1.
Willis St; 272 - House (relocated)	260480	272 Willis Street	0.0536 hectares more or less being Part Section 115 Town of Wellington. All GN 312680.1.
Willis St; 274 - Carpark	260481	274 Willis Street	0.0425 hectares more or less being Part Section 115 Town of Wellington. All GN A008965.
Willis St; 276 - Building (removed)	260482	276 Willis Street	0.0434 hectares more or less being Part Section 115 Town of Wellington. All GN 789170.
Willis St; 278-280 - 2 Houses (relocated)	260483	278 - 280 Willis Street	0.0936 hectares more or less being Lot 6 DP 626. All GN 152313.1.
Willis St; 282-286 -3 Building (relocated)	260485	282-286 Willis Street	0.0361 hectares more or less being Lots 3 and 4 DP DP 626. All GN 485391.1.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

Property name	ID Number	ADDRESS	LEGAL DESCRIPTION
Willis St; 290 - House	260486	290 Willis Street	0.0435 hectares more or less being Lot 3 and Part Lots 2 and 5 DP 3. All GN 821941.1.
Willis St; 311 - Shop & Flat	260487	311 Willis Street	0.0293 hectares more or less being Part Section 117 Town of Wellington. All GN B129470.3.
Willis St, 319 – House	260488	319 Willis Street	0.0455 hectares more or less being Lot 3 DP 549. All GN 215414.1
Willis St; 321 - Land	260489	321 Willis Street	0.0303 hectares more or less being Part Lot 4 DP 549. Part GN 607972.
Willis St; 327 - House	260492	327 Willis Street	0.0599 hectares more or less being Lot 7 and Part Lot 6 DP 549. All GN 628453.
Encroach; Ngauranga Gorge	260510	7B Malvern Road	0.0089 hectares more or less being Pt Lot 1 DP 9828
Hutt Road;408 - Unit 5	260515	Unit 5, 408 Hutt Road	Unit 5 DP 68792. All CFR WN39A/597
420 Hutt Road	260517	420 Hutt Road	0.0531 hectares more or less being Lot 49 DP 2407. All CFR WN54C/652.
Unit 11, AU11A, AU11B, AU11C, AU11D	260518	Unit 11, 5 Western Hutt Road	Unit 11, AU 11A, 11B, 11C, 11D, DP 62361 All CFR WN31B/471.
Hutt Rd; 414 Ex Septem Properties	260519	414 Hutt Rd	0.0452 hectares more or less being Lot 1 DP 23853. All CFR WNA3/1334.
Hutt Rd; 410-412 (Ex Jasmine)	260520	410-412 Hutt Road	0.2278 hectares more or less being Part Subdivision 7B1 and 7B2 of Section 16 Hutt District. All CFR WN499/136.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

Property name	ID Number	ADDRESS	LEGAL DESCRIPTION
Cornish St; 9-11 (Ex John Green)	260521	9-11 Cornish Street	0.1738 hectares more or less being Lot 6 DP 33346. All CFR WN10A/730. 0.0407 hectares more or less being Lot 7 DP 33346. All CFR WN10A/731. 0.0407 hectares more or less being Lot 8 DP 33346. All CFR WN10A/732. 0.2261 hectares more or less being Lot 12 DP 33346. All CFR WN10A/736.
Hutt Rd; 418 (Ex Kas Lease Ltd)	260523	418 Hutt Road	0.0562 hectares more or less being Lot 50 and Part Lot 51 DP 2407. All CFR WN209/51.
Hutt Rd; 416 (Ex Barton Fiest)	260524	416 Hutt Rd	0.2005 hectares more or less being Part Subdivisions 5 and 6 of Section 16 Hutt District. All CFR WNA3/1335.
Western Hutt Road;5 - Unit 4	260525	4/5 Western Hutt Road	Unit 4 DP 62361. All CFR WN31B/464.
Western Hutt Rd; 5, Unit 7 (Ex Chung & Kwong)	260528	7/5 Western Hutt Road	Unit 7 DP 62361. All CFR WN31A/397
Hutt Rd; 408, Unit 4 (Ex Wallace & Campbell)	260529	4/408 Hutt Road	Unit 4 DP 68792. All CFR WN39A/596.
Hutt Rd; 6/408 Hutt Rd (Ex KWA Jones Investments Ltd)	260530	6/408 Hutt Road	Unit 6 DP 68792. All CFR WN39A/598.
Unit 7 / 408 Hutt Rd (Ex 5 Wakefield St Limited)	260531	7/408 Hutt Road	Unit 7 DP 68792. All CFR WN39A/599.
Unit 1, AU1A - AU1I & Pt Common Property	260536	5 Western Hutt Rd	Unit 1 DP 62361. All CFR WN31B/462.
Hutt Road 408 Unit 3, AU10-AU11(ex Mikelatos)	260537	3/408 Hutt Road	Unit 3 DP 68792. All CFR WN39A/595.
AU6B AU6C, & Pt Common Property 6/408 Hutt Road	260538	Rear of 5 Western Hutt Road	Unit Entitlement
AU13D, & Pt Common property (ex Morrow Crane)	260543	Rear of 5 Western Hutt Road	Unit Entitlement
AU8A - AU8F & Pt Common Property	260544	Rear of 5 Western Hutt Road	Unit Entitlement

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: RFR LAND SCHEDULE

Property name	ID Number	ADDRESS	LEGAL DESCRIPTION
AU10D & Pt Common Property (ex Monk)	260545	Rear of 5 Western Hutt Road	Unit Entitlement
AU5C & Pt Common Property	260546	Rear of 5 Western Hutt Road	Unit Entitlement
Traffic Management Centre	260550	Helston Road	0.0056 hectares more or less, being Pt Sec 12 Porirua District
Willis Street, 266 A & B	260552	Willis Street	0.0001 hectares more or less, being Sec 3 SO 38222
Buckle St Land; Transfer to MCH	260553	Buckle Steet	0.6329 hectares more or less, being Pts Sec 226 Town of Wellington, Pt Sec 233, Pts Sec 234 Town of Wellington and Secs 1151 & 1152 Town of Wellington
408 Hutt Road - Carparks - deVries and Dewsnap	260554	408 Hutt Road - devries and Dewsnap	Unit entitlement DP 68792. HMQ.
408 Hutt Road - Carparks	260555	408 Hutt Road - Carparks	Unit entitlement DP 68792. HMQ.
266A Willis Street	260556	266A Willis Street	0.0234 hectares more or less being Section 1 SO 38222. All GN 5592702.1.

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**TARANAKI WHĀNUI KI TE UPOKO O TE IKA
and
THE PORT NICHOLSON BLOCK SETTLEMENT TRUST
and
THE SOVEREIGN
in right of New Zealand**

**DEED OF SETTLEMENT:
LEASEBACK SCHEDULE**

BP

NATIONAL LIBRARY LAND - SCHEDULE OF LAND

5,566 square metres more or less being Section 2 Survey Office Plan 36509 and being all the land comprised and described in computer freehold register WN34D/86 (Wellington Registry):

- 1.1 with appurtenant rights of way and rights to convey water, sewage and water drainage, gas, electricity and telephone created by Transfers B226261.7 and 8226261.8;
- 1.2 subject to rights to convey water, sewage and water drainage, gas, electricity and telephone created by Transfer B226261.6; and
- 1.3 subject to Part IVA of the Conservation Act 1987 and Section 11 of the Crown Minerals Act 1991.

DRAFTING NOTE: At the time of drafting of the lease the land is not yet subject to Part IVA of the Conservation Act 1987 and Section 11 of the Crown Minerals Act 1991, but it will be subject to those provisions upon disposition from Crown ownership.

ARCHIVES NEW ZEALAND - SCHEDULE OF LAND

5,466 square metres more or less being Section 1257 Town of Wellington and being all the land comprised and described in Gazette Notice 8049221.1 (formerly comprised in computer freehold register WN34D/86 (Wellington Registry)):

- 1.1 subject to Part IVA of the Conservation Act 1987 and Section 11 of the Crown Minerals Act 1991.

DRAFTING NOTE: At the time of drafting of the lease the land is not yet subject to Part IVA of the Conservation Act 1987 and Section 11 of the Crown Minerals Act 1991, but it will be subject to those provisions upon disposition from Crown ownership.

PORT NICHOLSON BLOCK (TARANAKI WHANUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: LEASEBACK SCHEDULE

CONTINUATION OF ATTESTATION:

SIGNED by **HER MAJESTY THE QUEEN** acting by and through
[]:

(Witness signature

Full name

Occupation

City/Town

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 or Lessee'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 or in respect of the Land or its use or the Lessee's Improvements or their use;

Commencement Date means the date of commencement of the initial Term specified in Schedule One;

Core Uses means:

- (a) [purposes of the National Library as established by the National Library of New Zealand (Te Puna Matauranga o Aotearoa) Act 2003 / purposes of Archives New Zealand (Te Rua Mahara o te Kawanatanga) as established by the Public Records Act 2005]; and
- (b) Secondary use for government works or public purposes if all or part of the Land is not required for the purposes described in (a) above; and
- (c) reasonable commercial use compatible with the Land and permitted by the operative District Plan from time to time.

District Plan means a district plan within the meaning of 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 sole (whether called 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 or wholly by the Crown or by any such Department, instrument, orate, 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;
- (d) a State enterprise within the meaning of the State-Owned Enterprises Act 1985;

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 [unimproved] land described in Schedule One 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;

PORT NICHOLSON BLOCK (TARANAKI WHANUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
LEASEBACK SCHEDULE

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 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 control of the Lessee);

Lessee's Improvements means all improvements on or to the Land of any kind whatsoever including (but 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) mechanical, electrical, or reticulation plant (whether for the conduct of electricity, water, oil, compressed air or any other supply delivered through any reticulation system which is the property of the Lessee), equipment or systems of any kind of the Lessee;
- (d) sewage system;
- (e) [all subsoil works constructed or installed by the Lessee on the Land;
- (f) all site works, drainage and excavation work;] and
- (g) 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 9];

Lessor means Taranaki Whānui ki Te Upoko o Te Ika and includes all the respective executors, administrators, successors, assigns and successors in title of each Lessor and if more than one jointly and severally;

Plan means the plan of the Land attached as Schedule Two;

Rent Commencement Date means the Lease Commencement Date specified in Schedule One from which the Lessee is to commence paying the Annual Rent;

Term means the term of this Lease and includes the Initial Term and any further Subsequent Terms; and

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;
- (b) a day in the period commencing on 25 December and ending on 2 January in the following year;
- (c) if 1 January falls on a Friday, the following Monday;
- (d) if 1 January falls on a Saturday or a Sunday, the following Monday and Tuesday;
- (e) the anniversary day celebrated in the locality of the Land; and
- (f) any other day made a public holiday during the Term of this Lease by inclusion in section 44(1) of the Holidays Act 2003 or otherwise.

1.2 Interpretation

In this Lease, unless the context indicates otherwise:

- (a) Expressions defined in the main body of this Lease have the defined meaning throughout this Lease, including the background;
- (b) Section, clause and other headings are for ease of reference only and will not affect this Lease's interpretation;
- (c) References to any party include that party's executors, administrators, successors and permitted assigns;
- (d) 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) References to the singular include the plural and vice versa;
- (f) 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) Payments shall be made in the lawful currency of New Zealand;
- (h) References to any statutory provision are to New Zealand and include any statutory provisions in force in New Zealand and include any statutory provision which amends, consolidates or replaces it, and any by-law, regulation, order or subordinate legislation made under it;
- (i) Any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
- (j) 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;
- (k) The term *includes* or *including* (or any similar expression) is deemed to be followed by the words *without limitation*; and

- (l) 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.
- (m) 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:
 - (i) must not unreasonably withhold consent, and
 - (ii) must, within a reasonable time of the Lessor's consent being requested, grant that consent or notify the Lessee in writing that the consent is withheld.

2 LEASE AND TERM

The Lessor leases the Land to the Lessee and the Lessee takes the Land on Lease for the Term beginning on the Commencement Date and ending on the Termination Date at the Annual Rent, as specified in Schedule One but subject to the enduring right of renewal in clause 3.

3 RIGHT OF RENEWAL OF LEASE

If the Lessee is not at the time in wilful or deliberate material default of its covenants under this Lease and has given written notice to renew the Lease at least Eighteen (18) calendar months prior to the end of the relevant term (time [not] being of 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 will be agreed upon or failing agreement will be determined in accordance with clause 5;
- (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.

4 RENT

The Lessee shall pay the Annual Rent to the Lessor by equal monthly payments in advance, with the first payment to be made on the Rent Commencement Date.

5 RENT REVIEW

- 5.1 The Annual Rent payable from any review date shall be determined as follows:
- 5.2 The Lessor or the Lessee will commence a review by not earlier than three (3) months prior to a review date giving written notice to the other specifying the annual rent proposed as the current market rental as at that review date. The notice must state on its face that the recipient has 30 Working Days after service of the notice to dispute the annual rental proposed.
- 5.3 If the party receiving the notice ("the Recipient") fails to give written notice to the party giving the notice ("the Initiator") within 30 working days after service of the Initiator's notice, accepting the annual rent proposed, or within the said 30 Working Day period gives notice disputing the annual rent proposed (and in the later case specifying the annual rent proposed by the Recipient as the current market rent), then the new rent shall be determined in accordance with clause [].

PORT NICHOLSON BLOCK (TARANAKI WHANUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
LEASEBACK SCHEDULE

- 5.4 If the Recipient gives notice accepting the annual rent proposed then the annual rent shall be that specified in the Initiator's notice.
- 5.5 Notwithstanding any other provision of this clause, the annual rent payable as from the relevant rent review date shall not be less than the rental payable as at the Commencement Date of the then current term of the lease.
- 5.6 Pending the determination of the new Annual Rent, the Lessee when it is a Government Agency will pay an interim rental [equivalent to that prior to the review date, however when the Lessee is not a Government Agency it will pay an interim annual rent as follows:
- (a) If both parties supply a registered valuer's certificate substantiating the current market rental proposed by each party, the interim rent shall be based on the average of the two certified market rentals proposed by the parties; or
 - (b) If only one party supplies a registered valuer's certificate substantiating the market rental proposed, the interim rent shall be based on the market rental substantiated in the certificate; or
 - (c) If no registered valuer's certificates are supplied, the interim rent payable shall be the rent payable immediately prior to the relevant review date,]
- provided that upon determination of the new Annual Rent, an appropriate adjustment will be made.
- 5.7 [The new Annual Rent at the option of either party shall be recorded in a variation of this Lease, the cost of which will be payable by the parties equally.]
- 5.8 Immediately following receipt by the Lessor of the Lessee's notice, under clause 5.3 the parties will endeavour to agree upon the market rental but if agreement is not reached within twenty (20) Working 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 (20) Working 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 Solicitor of the High Court of New Zealand appointed by the President (or his or her nominee) of the New Zealand Law Society (or if it does not exist, a society, institute or association with substantially similar objects);
 - (c) The valuers will determine the market rental for the Land excluding improvements [and taking into account its then current use] and if they fail to agree then the current market rental will be determined by the umpire;
 - (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.
- 5.9 When the current market rental for the review period has been determined, the umpire or valuers will give written notice of it 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.

6 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 as the agency for payment on the rating information database and the district valuation roll of the Land.

7 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 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.

8 INTEREST ON UNPAID MONEY

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 fifteen (15) Working Days after the day on which it fell due and upon demand by the Lessor fails to make such payment within a further five (5) Working Days after the date the demand is received by the Lessee; or
- (b) to pay the Lessor upon demand any amount paid by the Lessor to remedy default by the Lessee of the Lessee's obligations under this Lease within fifteen (15) Working Days after 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.

9 USE OF LAND

- 9.1 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.
- 9.2 Should any use of the Land and any Lessee's Improvements be permissible only with the consent or licence of any Authority under or in pursuance of any statute or any Regional Plans and District Plans or regulation or other enactment or order of Court the Lessee shall obtain such consent or order at the sole cost and expense of the Lessee including but not limited to any costs or financial contributions involved in complying with any conditions of such consent or order obtained.
- 9.3 [The Lessor agrees that it will not:
 - (a) submit against, complain or object to, or cause others to complain or object to, or publicly comment on, any statutory or regulatory consent

application, 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 9.1; or

- (b) directly or indirectly lobby any Authority or other interested party, or directly or indirectly fund any objections, in relation to any statutory or regulatory consent application, 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.

9.4 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. The Lessor agrees that it will if called upon to do so provide a reasonable submission in support of any statutory, regulatory consent application relevant to the exercise of the Permitted Uses.]

10 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.

11 LESSEE'S ACKNOWLEDGEMENT OF 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 employees 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.

12 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.

13 [LESSEE'S IMPROVEMENTS

13.1 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 throughout the Term of this Lease and irrespective of how such property is annexed to the

**PORT NICHOLSON BLOCK (TARANAKI WHANUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
LEASEBACK SCHEDULE**

- 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.
- 13.2 The Lessee may construct Lessee's Improvements and make any alterations or additions to Lessee's Improvements without the prior written approval of the Lessor.
- 13.3 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.
- 13.4 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 if the Lessee is not a Government Agency the Lessee 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. In the event that the Lessee is a Government Agency the Lessee may elect by written notice to the Lessor to vest to the Lessor the Lessee's Improvements on the Land and upon the giving of that notice, the ownership of the Lessee's Improvements then on the Land shall revert to the ownership of the Lessor without obligation to pay to the Lessee compensation for them.
 - (b) The Lessor will be deemed by the provisions of clause 13.4 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 the Lessee's Improvements from the Land under clause 13.4, it will restore the Land and safe condition subsequent to any such demolition or removal.
 - (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 (3) 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.]

14 INSURANCE

- 14.1 The Lessee will be responsible for insuring any Lessee's Improvements on the Land.
- 14.2 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 SIGNAGE

The Lessee may affix names, nameplates, and signboards relating to the Permitted Uses without the consent of the Lessor.

16 LESSOR'S PROPERTY

The Lessor must not during the Term of this Lease place any Lessor's property on the Land.

17 RIGHT OF LESSOR TO ENTER AND INSPECT LAND

- 17.1 [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 (2) occasions in each calendar year, and subject to compliance with the conditions of entry set out in this clause 17.]
- 17.2 [Entry under clause 17.1 is subject to:
- (a) the Lessor providing the Lessee with at least ten (10) Working Days prior notice, in writing; and
 - (b) compliance with the Lessee's standard security and safe access protocols from time to time including if reasonable in the circumstances direct supervision at all times by a representative of the Lessee;
 - (c) entry being limited to two (2) persons named in the notice under clause 17.2(a), authorised by the Lessee, and approved in writing by the Lessee, in advance of entry.]
- 17.3 The Lessor acknowledges that the Lessee will have the discretion to impose such reasonable conditions on the Lessor's ability to enter the Land for inspection purposes under this clause 17 as the Lessee thinks necessary or appropriate to the Lessee's operational requirements.
- 17.4 [The Lessor may make representations to the Lessee regarding the times entry to the Land is requested for inspection purposes but the Lessor acknowledges that the Lessee may at its discretion upon the giving of either oral or written notice, vary any consent to entry given under this Lease if the Lessee deems this to be necessary or appropriate to the Lessee's operational requirements.]

18 QUIET ENJOYMENT

- 18.1 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.

19 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 9 for the Term of this Lease, should this be desired by the Lessee, and the Lessor further consents to the inclusion of any new or further designation for such purposes in any operative or proposed District Plan.9 [Any designation must be lifted upon the expiration or earlier termination of this lease.]

20 [SUBLETTING AND ASSIGNMENT]

- 20.1 Subject to clauses 20.3 and 20.4, 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:
- (a) The Lessee proves to the 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 any lease.
 - (b) 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.
 - (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 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 other directors and/or shareholders of that company 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.
- 20.2 For the purposes of clause 20.1 any change in the shareholding of the Lessee (where the Lessee not being a Government Agency is a company which 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

**PORT NICHOLSON BLOCK (TARANAKI WHANUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
LEASEBACK SCHEDULE**

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 20.3 and 20.4(x).

20.3 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 20.1 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.

20.4 Despite clause 20.1, the Lessee may at any time and from time to time:

- (a) 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; and/or
- (b) grant a sublease or licence of the whole or any part(s) of the Land to any other person,

in either case 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.

20.5 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.

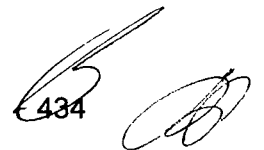
20.6 Notwithstanding any rule of law or anything expressed or implied in this Lease to the contrary, where a Government Agency is Lessee, and in circumstances where clause 20.7 has applied and the Lessor has not elected to purchase that interest, assigns its interest in this Lease under the provisions of this clause 20, 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.]

20.7 [RIGHT OF FIRST REFUSAL FOR LESSOR IF LESSEE TO ASSIGN

20.7.1 If at any time before the expiry or earlier termination of the Term, the Lessee:

decides to assign the Lessee's interest in the Lease and the Lessee's Improvements (if any) 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 the Lessee's Improvements (if any) ("the Offered Interests").

20.7.2 The Lessor will have ninety (90) Working Days after and excluding 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 Offered Interests, by serving written notice on the Lessee (Lessor's Notice) accepting the offer contained in the Lessee's Notice.

434 

20.7.3 If the Lessor does not serve the Lessor's Notice on the Lessee in accordance with clause 20.7, then the Lessee may assign the Offered Interests to any other person on no more favourable terms than those previously offered to the Lessor.

20.7.4 If the Lessee wishes to offer more favourable terms for assignment of the Offered Interests 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 20.7.1-20.7.4 (inclusive) shall apply and if the re-offer is made within 6 months of the initial Lessee's Notice the Ninety (90) Working Day period shall be reduced to Thirty Two (32) Working Days.]

21 [GRANT OF ADDITIONAL RIGHTS

The Lessor must not cancel, surrender, or modify any easement, mortgage or any other registered or unregistered interest affecting 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 25 without the Lessee's prior written consent, which may be withheld at the Lessee's sole discretion or may be granted subject to conditions.]

22 RE-ENTRY

22.1 Subject to clauses 22.2 – 22.4 (inclusive) the Lessor may re-enter the Land where:

- (a) rental is in arrears for a period exceeding thirty (30) days after any rent payment date;
- (b) the Lessee is in breach of any covenant on the Lessee's part herein expressed or implied;
- (c) 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;
- (d) the Lessee becomes insolvent, bankrupt or goes into liquidation,

and the terms of this Lease shall terminate on such re-entry [and 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.

22.2 Notwithstanding clause 22.1, whilst a Crown Agency is the Lessee under this Lease and should the Crown Agency default in the payment of any rental for a period exceeding thirty (30) 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 ("Default Notice") on the Lessee specifying the breach complained of with sufficient particularity to enable the Lessee to clearly identify the default alleged and the period within which remediation must be made and the consequences of failure to do so.

22.3 The Default Notice, notwithstanding anything to the contrary contained in clause 22.1 above, shall specify that:

- (a) the Lessee must, within thirty (30) days of receipt of such notice, remedy the default specified; and

**PORT NICHOLSON BLOCK (TARANAKI WHANUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
LEASEBACK SCHEDULE**

- (b) 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 the Lease pursuant to this clause 22.

22.4 The Lessor acknowledges that it shall not re-enter the Land unless and until the provisions of clause 22.2 have been satisfied in full and further that any re-entry contrary to the provisions of clause 22.2 shall be null and void ab initio.

23 [LESSEE'S RIGHT OF EARLY TERMINATION

23.1 The Lessee may, in its sole discretion and without giving any reasons, terminate this Lease by providing no less than twelve (12) months' notice in writing at any time to the Lessor.

23.2 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.]

24 [RIGHT OF FIRST REFUSAL FOR LESSOR'S INTEREST

24.1 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 the case of the Lessor's desire to sell, the 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 24.8.

24.2 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.

24.3 If the Lessee does not serve the Lessee's Notice on the Lessor in accordance with clause 24.2, 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.

24.4 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 and clauses 24.1 – 24.4 (inclusive) shall apply and if the re-offer is made within 6 months of the Lessor's Notice the Ninety (90) Working Day period shall be reduced to Thirty Two (32) Working Days]

25 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.

26 DIFFERENCES AND DISPUTES

436 

**PORT NICHOLSON BLOCK (TARANAKI WHANUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
LEASEBACK SCHEDULE**

- 26.1 Unless any dispute or difference is resolved by mediation or other agreement, the same will be submitted to the arbitration of one arbitrator who will conduct the arbitral proceedings in accordance with the Arbitration Act 1996 and any amendment to or Act passed in substitution for that Act.
- 26.2 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 New Zealand Law Society. 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.
- 26.3 The procedures described in this clause will not prevent the Lessor from taking proceedings for the recovery of any rent or other moneys payable under this Lease which remain unpaid.
- 26.4 This clause does not apply to any rent review under clause 5 [or determination of the Modified Land Value under clause 26.]

27 NOTICES

- 27.1 Any notice or document required or authorised to be given or served under this Lease must be in writing and 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 mail, or by facsimile, or by email to the address of the be notified, as set out in Schedule One, or to such other address as either party may notify to the other in writing.
- 27.2 Any notice or other document will be treated as given or served and received by the other party:
- (a) In the case of personal delivery, when received by the addressee;
 - (b) In the case of posting by mail, three (3) Working Days after being posted to the addressee's last known address in New Zealand;
 - (c) In the case of facsimile transmission, on completion of an error free transmission, when sent by facsimile; or
 - (d) In the case of email, when acknowledged by the addressee by return email or otherwise in writing.
- 27.3 Any notice or document to be given or served under this Lease must be in writing and may be signed by:
- (a) Any attorney, officer, employee or solicitor for the party serving or giving the notice; or
 - (b) The party serving the notice or any other person authorized by that party.

28 PROPERTY LAW ACT 2007

The covenants and powers contained in clauses 4, 5, 6, 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.

29 REGISTRATION OF LEASE

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.

30 COSTS

30.1 The parties shall each pay their own costs of and incidental to the negotiation, preparation and execution of this Lease.

30.2 The Lessee will pay the Lessor's 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.

31 [CONTAMINATION

As a component of make good all contamination shall be remedied at the cost of the Lessee]

SCHEDULE ONE

Commencement Date	<i>[To be completed]</i>
Initial Term	[Twenty One (21) years]
Termination Date	<i>[To be completed – twenty one (21) years from Commencement Date]</i>
Subsequent Terms	Enduring rights of renewal of [twenty one (21) years] each from <i>[insert date which is the day after the expiry date of the Initial Term]</i> and each [twenty first yearly] anniversary after that date
Annual Rent	\$; <i>[To be completed]</i> plus GST for the next three (3) years of the Initial Term from the Rent Commencement Date to (and inclusive of) the date immediately preceding the third (3 rd) anniversary of the Rent Commencement Date, then to be determined in accordance with the procedure set out in section 5 of the Lease.
Rent Commencement	Commencement Date
Rent Review Dates	Three yearly from the Rent Commencement Date (with the first such review date being on the <i>[to be completed]</i> th anniversary of the Rent Commencement Date)
Permitted Uses	Any use that is a lawful existing use or permitted activity in the then current or proposed District Plan for the Land or which is authorised by a resource consent obtained in respect of the Land, by a designation (including a secondary designation) or otherwise by law, and for the avoidance of doubt including the Core Uses.
Lessor's Contact Details	[Name] [Physical Address] [Postal Address] [Fax Number] [Email Address]
Lessee's Contact Details	[Name] [Physical Address] [Postal Address] [Fax Number] [Email Address]

[Taranaki Whanui entity]

HER MAJESTY THE QUEEN
acting by and through the
MINISTER OF POLICE

MEMORANDUM OF LEASE

THE REFERENCE SCHEDULE

ITEM 1: LESSOR PARTICULARS:

Name: [Taranaki Whanui entity] Address:

Fax:

Telephone:

Contact person:

ITEM 2: LESSEE PARTICULARS:

Name: Her Majesty the Queen acting by and through the Minister of Police

Address: New Zealand Police, National Property Office, P O Box 3017,
Wellington

Fax: (04) 498 7415 Telephone: (04) 474 9473

Contact person: National Property Manager

ITEM 3: LAND:

All that parcel of land containing 0.1672 ha more or less being Lots 9-11,13-16, 18 and Pt Lots 8, 12, 17 DP 1776 and Sec 1 SO 24543 situated at 72 Adelaide Road, Newtown, Wellington, being the New Zealand Police Electronics workshop.

ITEM 4: TERM:

21 Years

ITEM 5: DATE OF COMMENCEMENT:

ITEM 6: FURTHER TERMS:

[Perpetual rights of renewal of five (5) years each.]

ITEM 7: RENEWAL DATES:

ITEM 8: ANNUAL RENT:

\$ plus GST

442 

ITEM 9: RENT COMMENCEMENT DATE:

ITEM 10: REVIEW DATES:

[Five (5) yearly from the Commencement Date of this Lease.]

ITEM 11: PERMITTED USE:

(For Police purposes and any permitted activity under the relevant **R**egional and **D**istrict
Plans or use permitted under any resource consent held in respect of the **L**and.
Subject to Lessor's consent, not to be unreasonably or arbitrarily withheld.

THE SCHEDULE OF TERMS

INTERPRETATION

- 1.1 For the purpose of the interpretation or construction of this Lease unless the context provides otherwise:
- (a) Words importing any gender shall include all other genders.
 - (b) Words importing the singular shall include the plural and vice versa.
 - (c) Payments shall be made in the lawful currency of New Zealand.
 - (d) Headings are for ease of reference only and do not in any way limit or govern the construction of the terms of this Lease.
 - (e) 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.
 - (f) 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.
 - (g) 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.
 - (h) "writing" shall include words visibly represented or reproduced.
 - (i) 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.

PORT NICHOLSON BLOCK (TARANAKI WHANUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
LEASEBACK SCHEDULE

- (j) 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.
- (k) The invalidity of any part or provision of this Lease shall not affect the enforceability of any other part or provision thereof.
- (l) 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.
- (m) This Lease shall be construed and take effect in accordance with the laws of New Zealand.
- (n) Any provision in this Lease to be performed by two or more persons shall bind those persons jointly and severally.
- (o) Any reference in this Lease to "month" or "monthly" shall mean respectively calendar month and calendar monthly.
- (p) "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.
- (q) "Business days" means any day other than a Saturday or Sunday or statutory or anniversary holiday.
- (r) "Date of Commencement" means the date specified in Item 5 of the Reference Schedule.
- (s) ["Government Agency" means 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 (whether called 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 or wholly by the Crown or by any such Department, instrument, orate, 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;
 - (d) a State enterprise within the meaning of the State-Owned Enterprises Act 1985;]

**PORT NICHOLSON BLOCK (TARANAKI WHANUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
LEASEBACK SCHEDULE**

- (t) "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.
- (u) "The Land" means that land described in the Schedule of Land excluding the Improvements.
- (v) 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).
- (w) "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:
- (i) 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
 - (ii) the grading or levelling of the Land or the removal of rocks, stone, sand, or soil therefrom; or
 - (iii) the removal or destruction of vegetation, or the effecting of any change in the nature or character of the vegetation; or
 - (iv) the alteration of soil fertility or of the structure of the soil; or
 - (v) the arresting or elimination of erosion or flooding.
- (x) "Reference Schedule" means the schedule preceding this Schedule of Terms described as such and forming part of this Lease.
- (y) "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.
- (z) "Rent Commencement Date" means the date specified in Item 9 of the Reference Schedule.

**PORT NICHOLSON BLOCK (TARANAKI WHANUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
LEASEBACK SCHEDULE**

- (aa) "Schedule of Land" means the schedule described as such and forming part of this Lease.
- (bb) "Schedule of Terms" means this schedule described as such and forming part of this Lease.

TERM

- 2.1 The term of this Lease shall commence on the Date of Commencement and shall be for the period specified in Item 4 of the Reference Schedule.

RIGHT OF RENEWAL OF LEASE

- 3.1 [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 initial term or any subsequent term of this Lease, be entitled to a renewal of this Lease for the further term specified in the Reference Schedule from the date of expiry of the initial term or any subsequent term as follows:
 - (a) the Annual Rent will be agreed upon or failing agreement will be determined in accordance with clause 5 as though the commencement date of the renewed term were a Rent Review Date; and
 - (b) 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.
- 3.2 The Lessee shall use all reasonable endeavours to give to the Lessor notice of the Lessee's intention to renew this Lease no later than 6 months prior to the expiry of the initial term or any subsequent term. If the Lessee fails to give the Lessor notice of the Lessee's intention to renew by the date which is 3 months prior to the expiry of the initial term or any subsequent term, the Lessor shall be entitled to give the Lessee notice requiring the Lessee to notify the Lessor of the Lessee's intentions within 1 months of the date of the Lessor's notice to the Lessee.]

RENT

- 4.1 The Lessee shall pay the annual rent specified in Item 8 of the Reference Schedule from the Rent Commencement Date 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 Rent Commencement Date 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.

447 

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 10 of the Reference Schedule. At any time not earlier than three (3) months prior to the relevant date specified in Item 10 of the Reference Schedule (each of such dates being called the "review date") and not later than one year after a 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:
- (a) Disregard:
 - (i) any deleterious condition of the Land if such condition results from any breach of this lease by the Lessee;
 - (ii) the value of any goodwill attributable to the Lessee's business; and
 - (iii) all Improvements made to the Land.
 - (b) Have regard to:
 - (i) the Lessor's Improvements; and
 - (ii) the permitted use under this Lease; and
 - (iii) Regional and District Plans.
- 5.4 In the event that the Recipient does not agree with the Initiating Party's assessment of the annual rent of the Land to apply from the particular review date, the Recipient shall notify the Initiating Party in writing ("the Counter Notice") within twenty-one (21) days (in which respect time shall be of the essence) that the Recipient requires such rent to be determined in accordance with Clause 5.7 and the Recipient shall set out in the Counter Notice the amount which the Recipient considers to be the annual rent as at the particular review date.
- 5.5 Unless such notice is given by the Recipient within twenty-one (21) days, then the amount stated in the Notice shall become the annual rent of the Land reserved by this Lease as and from the particular review date in substitution of the previous amount payable.
- 5.6 Neither party shall by reason of its failure to give the Notice prior to any review date forfeit its right to have the annual rent reviewed as from that particular review date and the reviewed annual rent which should have been paid from that particular review date shall date back to and be

payable from that particular review date and any payment of or receipt for the payment of ground rent due on or after a particular review date shall not prejudice either party's right to demand repayment or payment thereafter of any additional annual rent overpaid or payable pursuant to the provisions of Clause 5.11.2.

- 5.7 Where the Counter Notice is given, the Lessor and Lessee shall enter into negotiations to resolve the dispute. Should agreement not be reached within fourteen (14) days (or such longer period as the Lessor and Lessee shall agree upon in writing) after the date on which the Recipient gives the Counter Notice then:
- (a) 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.
 - (b) 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.
 - (c) before proceeding with their determination, the said valuers shall agree upon and appoint an umpire (also qualified in the manner referred to in Clause 5.7.1) and obtain the umpire's acceptance in writing of his or her appointment and who, as a condition of his or her acceptance, undertakes to hand down his or her determination of the annual rent within one month of being instructed to proceed or such other time period as the Lessor and Lessee may agree, whichever is the latest.
 - (d) if the said valuers within fourteen (14) days of the date of their appointment either fail to appoint an umpire or are unable to agree upon an umpire, then either the Lessor or the Lessee may request the President, for the time being, of the New Zealand Institute of Valuers or any successor to such Institute to appoint an umpire (also qualified in the manner aforesaid) and obtain the umpire's acceptance in writing of his or her appointment and who as a condition of his or her acceptance undertakes to hand down his or her determination of the annual rent in the same manner as if he or she had been appointed pursuant to Clause 5.7.1.
 - (e) subject to Clauses 5.7.2, 5.7.3 and 5.7.4 the valuers so nominated shall within one (1) month of the date of appointment jointly determine the annual rent as at that particular review date.
 - (f) 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

PORT NICHOLSON BLOCK (TARANAKI WHANUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
LEASEBACK SCHEDULE

determined by the other valuer and his or her determination shall be final and binding on both parties.

- (g) 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:
- (i) arrange for a hearing to be conducted without delay;
 - (ii) call for evidence in chief to be presented on behalf of each party to be circulated prior to a hearing;
 - (iii) allow representation of each party and cross-examination of evidence and any re-examination of evidence at the hearing;
 - (iv) have due regard to any evidence submitted by the valuers as to their assessment of the annual rent;
 - (v) take into account any expert witness evidence considered relevant to the hearing;
 - (vi) have regard to the legal rules of evidence and the interests of natural justice in the conduct of any hearing as between the parties;
 - (vii) give in his or her determination the reasons therefor in writing.
- (h) 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:
- (i) subject to Clause 5.7.8(b) each party shall be responsible for the cost of its own appointed valuer;
 - (ii) where the determination is made by a single valuer pursuant to Clause 5.7.2 the cost of his or her determination shall be apportioned equally as between the Lessor and Lessee;
 - (iii) the parties shall share equally the costs of the umpire unless any party has acted capriciously or unreasonably in any of the proceedings pursuant to the provisions of this Clause 5.7 in which case the umpire may determine the manner in which such costs shall be apportioned between the parties PROVIDED THAT in all cases if the annual rent to apply from the review date is:
 - (A) 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

PORT NICHOLSON BLOCK (TARANAKI WHANUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
LEASEBACK SCHEDULE

- (B) 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;
 - (C) 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 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 12 months after the Rent Review Date.
- 5.11 [Pending the determination of the Annual Rent, the Lessee if it is a Government Agency shall from the relevant review date on the date of service of the Initiator's notice if such notice is served later than 3 months after the relevant review date, until the determination of the current market rent of the Land, pay an interim annual rent ("Interim Rent") equivalent to that immediately prior to the review date, however if the Lessee is not a Government Agency it will pay the Interim Rent as follows:
 - (a) if both parties supply a registered valuer's certificate substantiating the current market rent of the Land proposed by each party, the Interim Rent shall be based on the average of the two rents proposed by the parties; or
 - (b) if only one party supplies a registered valuer's certificate substantiating the current market rent of the Land proposed, the Interim Rent shall be based on the current market rent of the Land substantiated in that certificate; or
 - (c) if no registered valuer's certificates are supplied, the Interim Rent payable shall be the rent payable immediately prior to the relevant Rent Review Date; and]
 - (d) 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;
 - (e) 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

**PORT NICHOLSON BLOCK (TARANAKI WHANUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
LEASEBACK SCHEDULE**

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 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.

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.]

PAYMENT OF RATES AND IMPOSITIONS

- 7.1 The Lessee will pay all rates, taxes (including without limitation land or improvements tax but excluding any income tax or capital gains tax or such similar tax which is personal to the Lessor which is imposed as a result of any sale or other disposal of the Land or because of income gained by the Lessor from the Land), charges, assessments, impositions and outgoings whatsoever which now are or which during the term or any renewed lease shall be taxed, rated, charged, assessed or imposed on the Land, any Improvements or on the Lessor or Lessee in respect thereof by any Authority.

GOODS AND SERVICES TAX

- 8.1 The Lessee shall pay to the Lessor upon demand any taxes paid or payable by the Lessor or accountable by the Lessor pursuant to the provisions of the Goods and Services Tax Act 1985 or any similar tax levied in substitution therefor including all amendments and any enactments in substitution therefor 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.

INTEREST ON OVERDUE RENT OR OTHER MONEYS

- 9.1 Without prejudice to other rights powers and remedies of the Lessor, if any annual rent, goods and services tax or other payment or amount

452 

owing by the Lessee to the Lessor whatsoever pursuant to this Lease shall be in arrears and unpaid for fifteen (15) business days after the due day for payment thereof (whether any formal or legal demand therefor shall have been made or not) such unpaid moneys shall bear interest on a daily basis compounded on monthly rests computed from such due date until the date of payment in full of such moneys at a rate being 1 % above the average 90 day bank bill buy rate (described as the BID rate) at 10.45am on the date the payment was due as shown on page BKBM (or its successor page) on the Reuters screen or at a rate based on any successor screen or if there is none at a rate equal to the bank overdraft rate of the Lessor's bank at the time of any default and the said interest shall be recoverable in the same manner as rent in arrears.

USE OF THE LAND AND IMPROVEMENTS

- 10.1 The Lessee shall be permitted the right to carry on the business specified in Item 11 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.]

NO FENCING

- 11.1 The Lessor shall be under no liability whatsoever whether under the Fencing Act 1978 or otherwise to contribute towards the cost of erection or repair of any boundary fences between the Land and any land owned or occupied by the Lessor but nothing herein contained shall be deemed to limit any liability imposed by statute upon any present or future lessee of the Lessor of any adjoining land.

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:

- (a) ensure that a warrant of fitness is obtained each year in respect of any Improvements if required under the Building Act 2004;
- (b) 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
- (c) ensure that proper and adequate health and safety procedures are adopted in accordance with the Health and Safety in Employment Act 1992.

12.2 The Lessee shall not, during the term of this Lease:

- (a) 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;
- (b) suffer insolvency, bankruptcy or liquidation;
- (c) suffer distress or allow execution to issue against the Lessee's property, goods or effects under any judgment against the Lessee in any Court in a sum in excess of twenty five thousand dollars (\$25,000.00) provided however that this subclause 12.2.3 shall have no application or effect whilst Her Majesty the Queen Acting By and Through the Minister of Police is the Lessee hereunder.

ASSIGNMENT OR SUBLETTING

13.1 [Subject to clauses 13.3 and 13.4, the Lessee must not assign, sublet 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 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 any lease.
- (b) 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.
- (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 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 other directors and/or shareholders of that company 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.

13.2 For the purposes of clause 13.1 any change in the shareholding of the Lessee (where the Lessee not being a Government Agency is a company which 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 13.3 and 13.4.

13.3 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 13.1 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.

13.4 PROVIDED ALWAYS, notwithstanding clause 13.1, the Lessee may at any time and from time to time:

- (a) 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; and/or
- (b) grant a sublease or licence of the whole or any part(s) of the Land to any other person,

in either case 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.

13.5 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.

13.6 Notwithstanding any rule of law or anything expressed or implied in this Lease to the contrary, where a Government Agency is Lessee, assigns its interest in this Lease under the provisions of this clause 13, all the

PORT NICHOLSON BLOCK (TARANAKI WHANUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
LEASEBACK SCHEDULE

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.]

LESSEE'S ACKNOWLEDGEMENT OF RISK

- 14.1 The Lessee agrees to occupy and use the Land and any Improvements at the Lessee's risk and release to the full extent permitted by law the Lessor its employees and agents from all claims and demands of any kind and from all liability which in the absence of any negligence on its or their part may arise in respect of any accident damage or injury occurring to any person or property in or about the Land and any Improvements thereon except where the Lessor or any person under the control of the Lessor is at fault or negligent through their own acts or omissions.

QUIET ENJOYMENT/REPUDIATION

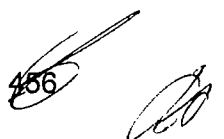
- 15.1 Provided the Lessee performs and observes the covenants, provisions, conditions and agreements contained in this Lease the Lessee shall peaceably hold and enjoy the Land and Improvements thereon without hindrance or interruption by the Lessor or by any person or persons claiming under the Lessor 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.]

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.

IMPROVEMENTS DURING LEASE

- 17.1 Throughout the term of this Lease and on any renewal any Improvements installed or erected on the Land shall be deemed to remain in the ownership of the Lessee unless the Lessor and the Lessee otherwise agree in writing.

456 

- 17.2 Throughout the term of this Lease and on any renewal the Lessee shall have the right to alter, construct and demolish any Improvements on the Land without the need to obtain the Lessor's consent providing all obligations required of the Lessee under this Lease relevant to Improvements on the Land are satisfied.

[IMPROVEMENTS ON TERMINATION OF LEASE]

- 18.1 [Not concluded]

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

- (a) 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
- (b) the Lessee is able to obtain all resource and building consents necessary to carry out any works programme;

and upon satisfaction of such conditions the Lessee shall repair, demolish, relocate, reinstate, rebuild or add to (as the case may be) any Improvements or such part of Improvements requiring such work in accordance with the conditions set out above.]

NOTICES

- 20.1 All notices must be in writing and must be served by one of the following means:

- (a) in the case of a notice under sections 245 or 246 of the Property Law Act 2007 in the manner prescribed by section 353 of that Act; and
- (b) in all other cases, unless otherwise required by sections 352 to 361 of the Property Law Act 2007:
 - (i) in the manner authorised by sections 354 to 361 of the Property Law Act 2007; or
 - (ii) by personal delivery, or by posting by registered or ordinary mail, or by facsimile transmission.

- 20.2 All notices to be given to the Lessor or to the Lessee hereunder shall be deemed sufficiently served:

- (a) in the case of personal delivery, when received by the addressee at the address detailed in clause 20.3; and

**PORT NICHOLSON BLOCK (TARANAKI WHANUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
LEASEBACK SCHEDULE**

- (b) in the case of posting by registered mail, on the third working day following the date of posting to the addressee at the address detailed in clause 20.3; and
- (c) in the case of facsimile transmission, on the working day following the date of sending to the addressee's facsimile number designated in clause 20.3 provided that the sender produces a confirmation notice that the facsimile has been sent on that day.

20.3 Details for Notices:

[Taranaki Whanui entity]

The District Commander
Wellington Region
New Zealand Police
P O Box 693
Wellington

Fax: 04 472 3943

- 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.

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:

- a. If the rent shall be in arrear ten (10) 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;
- b. 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.

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

458  

**PORT NICHOLSON BLOCK (TARANAKI WHANUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
LEASEBACK SCHEDULE**

arising under this Lease will be actively and in good faith negotiated by the parties with a view to a speedy resolution of such differences.

- 22.2 If the parties cannot resolve a dispute or difference within fifteen (15) business days of any dispute or difference arising then, unless otherwise expressly provided in this Lease, they will without prejudice to any other right, explore whether such dispute or difference can be resolved by agreement between them using informal dispute resolution techniques such as mediation. The rules governing any such technique if adopted will be agreed between the parties or as selected by the organisation known as "LEADR" (Lawyers Engaged in Alternative Dispute Resolution).
- 22.3 If the parties cannot agree on any dispute resolution technique within a further fifteen (15) business days of any dispute or difference being considered for referral by both parties to any informal dispute resolution technique under Clause 22.2 then the dispute or difference shall be settled by reference to arbitration. Except as otherwise expressly provided in this Lease the reference shall be to a single arbitrator if one can be agreed upon, or to two arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to their arbitration), such arbitration to be carried out in accordance with the Arbitration Act 1996 or any successor Act.
- 22.4 The parties will co-operate to ensure the expeditious conduct of any arbitration. In particular, each party will comply with any reasonable time limits sought by the other for settling terms of reference, interlocutory matters and generally all steps preliminary and incidental to the hearing and determination of the proceedings.

COSTS

- 23.1 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.
- 23.2 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.

LESSOR'S RIGHTS TO INSPECT AND DISPLAY SIGNS

- 24.1 The Lessor will have the right to inspect the Land when reasonably required 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.

**PORT NICHOLSON BLOCK (TARANAKI WHANUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
LEASEBACK SCHEDULE**

- 24.2 Notwithstanding anything else herein, the parties agree that the Lessee may require any person wishing to enter the Land for inspection purposes to first provide their details to the Lessee for a security check. If the results of such check are not acceptable to the Lessee for any reason then such person may be refused entry to the Land.
- 24.3 If the Lessor desires to, or is required to, undertake any works on the Land, including any repair or maintenance works, that involves the use of contractors or other third parties, the Lessor must procure any contractor or other third party who will have access to the Land to undertake such works to:
- (a) complete a security check on terms reasonably acceptable to the Lessee;
 - (b) provide the Lessee with a copy of the contractor's Health and Safety Plan which shall be subject to the Lessee's reasonable approval prior to any work commencing; and
 - (c) familiarise themselves with and commit to complying with the Lessee's own Health and Safety Plan in all material respects.
- 24.4 The Lessor will not provide or allow the provision of any information relating to the structure, or access to, the buildings on the Land in any way to any person without first obtaining the written permission of the Lessee.
- 24.5 The Lessee will during the period of [three (3) months] prior to the termination date of this Lease permit the Lessor to exhibit the Land to prospective lessees or purchasers and allow the Lessor to affix to the Land appropriate sale or reletting notices.

DISPOSAL OF LESSOR'S INTEREST

- 25.1 [Subject to the provisions of this clause the Lessor may at any time dispose of the Lessor's interest in the Land provided:
- (a) any such disposal shall preserve to the Lessee all the Lessee's rights and remedies under this Lease; and
 - (b) That for so long as the Lessee is a Government Agency the following further provisions shall apply:
 - (i) 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).
 - (ii) If the Lessee has any objection to the proposed Assignee because the Lessee reasonably apprehends in good faith that either:
 - (A) The proposed Assignee presents an actual or potential threat to the discharge by the Lessee of the Lessee's statutory obligations; or



**PORT NICHOLSON BLOCK (TARANAKI WHANUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
LEASEBACK SCHEDULE**

- (B) 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(b)(i) 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(b)(i) or 25.1(b)(ii) 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 clause 25.1(b)(ii)(A) or 25.1(b)(ii)(B) 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(b)(ii)(A) or 25.1(b)(ii)(B) 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.]

LESSEE'S RIGHT OF EARLY TERMINATION

- 26.1 [The Lessee may, in its sole discretion and without giving any reasons, terminate this Lease by providing no less than ten (10) years notice in writing at any time to the Lessor.
- 26.2 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.]

HOLDING OVER

- 27.1 If the Lessor permits the Lessee to remain in occupation of the Land after the expiration or sooner determination of this Lease, such occupation shall be a tenancy at will only terminable by twenty (20) working days written notice at the rent then payable per month for the Land and otherwise on the same covenants and agreements (so far as applicable to a tenancy at will) as herein expressed or implied.

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:
- 28.2 Clause 10 - Premises unable to be used for particular purpose;
- 28.3 Clause 11 - Power to inspect premises.

CONTAMINATION

29.1 [Not concluded]

(

(

SCHEDULE OF LAND

All that parcel of land containing 0.1672 ha more or less being Lots 9-11, 13-16, 18 and Pt Lots 8, 12, 17 DP 1776 and Sec 1 SO 24543 situated at 72 Adelaide Road, Newtown, Wellington.

**PORT NICHOLSON BLOCK (TARANAKI WHANUI KI TE UPOKO O TE IKA) DEED OF
SETTLEMENT: LEASEBACK SCHEDULE**

LEASE OF FREEHOLD

Correct for the purposes of the
Land Transfer Act 1952

Situate in Wellington

[Taranaki Whanui entity]
Lessor

HER MAJESTY THE QUEEN
acting by and through the
MINISTER 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

PORT NICHOLSON BLOCK (TARANAKI WHANUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: LEASEBACK SCHEDULE

MINISTRY OF EDUCATION
TREATY SETTLEMENT LEASE

MEMORANDUM OF LEASE dated

2009

LESSOR ("the Lessor")

LESSEE HER MAJESTY THE QUEEN acting by and through the Secretary for Education ("the Lessee")

WHEREAS the Lessor owns the Land hereafter described in Item 1 of Schedule A ("the Land")

AND WHEREAS the Lessor has agreed to lease the Land to the Lessee on the terms and conditions hereinafter appearing

The Lessor HEREBY LEASES to the Lessee the Land from the Commencement Date, at the annual rental, for the term with the right(s) of renewal and for the Permitted Use all as described in Schedule A

The Lessor and the Lessee covenant as set out in Schedule B

The Lessee hereby accepts this Lease of the Land to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants in Schedules A and B

SIGNED by)
)
as Lessor by [two] of its trustees:)

Trustee's Signature

Trustee's Full Name (please print)

Trustee's Signature

Trustee's Full Name (please print)

SIGNED for and on behalf)
of HER MAJESTY THE QUEEN as Lessee by)
<NAME>)
(acting pursuant to a delegation)
given to him/her by the Secretary for)
Education in the presence of:)

SCHEDULE A

ITEM 1 THE LAND

ITEM 2 THE COMMENCEMENT DATE

[Date].

ITEM 3 ANNUAL RENT

\$() plus GST per annum payable monthly in advance on the first day of each month with a first payment due on the [Date] day of [Month & Year].

ITEM 4 TERM OF LEASE

21 years.

ITEM 5 LESSEE OUTGOINGS

5.1 [Rates or levies payable to any local or territorial authority, excluding only taxes levied against the Lessor in respect of its interest in the Land.

5.2 All charges relating to the repair and maintenance of any Lessee Improvements as hereafter described (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 Carparking area maintenance and repair.

5.5 All costs associated with the repair, maintenance or replacement of any fencing on the Land.]

ITEM 6 PERMITTED USE

The Permitted Uses referred to in clause 2.8.

ITEM 7 RIGHT OF RENEWAL

Rights of renewal of 21 years each forever from the [Date], and each 21st yearly anniversary after that date.

**PORT NICHOLSON BLOCK (TARANAKI WHANUI KI TE UPOKO O TE IKA) DEED OF
SETTLEMENT: LEASEBACK SCHEDULE**

ITEM 8 RENT REVIEW DATES

[Seven (7) yearly from the Commencement Date].

ITEM 9 LESSEE'S IMPROVEMENTS

[List all existing buildings and improvements on the Land together with all playing fields and sub soil works constructed or installed by the Lessee or any agent or sublessee or licensee of the Lessee on the Land].

ITEM 10 CLAUSE 2.16b. 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 2.16(b) and (c) 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 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

ITEM 11 CLAUSE 2.16c. 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 2.16(c) 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 months after the expiration or sooner determination of the Lease.]

SCHEDULE B

PART I - PRELIMINARY

1. DEFINITIONS

1.1

- 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.
- c. Words importing the singular or plural number shall include the plural or singular number respectively.

1.2 "Board" means a Board of Trustees constituted under Part 9 of the Education Act 1989.

1.3 "Crown" has the meaning given to it in section 2(1) of the Public Finance Act 1989 and includes:

- a. Her Majesty the Queen in right of New Zealand; and
- b. all Ministers of the Crown and all Departments.

1.4 "Crown Body" means:

- a. the Crown (whether acting through a Minister of otherwise);
- b. a Crown entity (as defined in section 7(1) of the Crown Entities Act 2004
- c. a State enterprise (as defined in section 2 of the State-Owned Enterprises Act 1986); or
- d. any company or body which is wholly-owned or controlled by any one or more of the following:
 - i. the Crown,

**PORT NICHOLSON BLOCK (TARANAKI WHANUI KI TE UPOKO O TE IKA) DEED OF
SETTLEMENT: LEASEBACK SCHEDULE**

- ii. a Crown entity; or
- iii. a State enterprise; or

and includes

- iv. a subsidiary of, or related company to, a company or body referred to in d: and
- v. the New Zealand Railways Corporation.

- 1.5 "Department" has the meaning given to it in s2 of the Public Finance Act 1989.
- 1.6 "Education Act 1989" means the Education Act 1989.
- 1.7 "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.
- 1.8 "The Land", "The Commencement Date", "Annual Rental", "Term of the Lease", "Lessee's Outgoings" and "Permitted Use" have the meanings ascribed to them in Schedule A.
- 1.9 "Lessee's Improvements" means all improvements on the Land of any kind whatsoever including buildings, sealed yards, paths, lawns, gardens, fences, playing fields, subsoil works and other like property of any kind whatsoever constructed or placed on the Land by the Lessee or any agent or sublessee or licensee of the Lessee prior to or after the commencement of this Lease including those listed in Item 10 of Schedule A.
- 1.10 "Lessee's Outgoings" means all outgoings the Lessee is obliged to pay under the provisions of this Lease.
- 1.11 A "property occupancy document" means a notice specifying the terms and conditions subject to which a Board occupies land and buildings, issued by the Secretary for Education pursuant to s 70 of the Education Act 1989 and includes a licence to occupy or other agreement granted under those provisions.
- 1.12 "State School" has the meaning given to it in the Education Act 1989.
- 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 or regulation, consolidation, reenactment, substitution or otherwise.
- 1.14 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.

2. LESSEE'S COVENANTS

2.1 Payment of Annual Rent

The Lessee shall pay the annual rent in the manner and at the times provided in Item 3 of Schedule A.

2.2 Rent Review

2.2.1 [The Annual Rent payable from each Rent Review Date shall be determined as follows:

- a. Either party (the "Initiator") may commence a review by not earlier than three (3) months prior to a Rent Review Date and not later than one year after any review date, giving written notice to the other party ("Recipient") specifying the sum considered by the Initiator to be the current market rent for the Land as at the Rent Review Date ("Initiator's Notice").
- b. If, by written notice to the Initiator within twenty (20) Working Days after receipt of the Initiator's Notice, the Recipient disputes the current market rent for the Land proposed by the Initiator is the current market rent for the Land ("Recipient's Notice"), then the current market rent for the Land will be determined in accordance with the provisions of clause 2.2.1.

2.2.1 Immediately following receipt by the Initiator of the Recipient's Notice, the parties shall endeavour to agree upon the Annual Rent, but if agreement is not reached within twenty (20) Working Days then the current market rent for the Land (new rent) may be determined either:

- a. by one party giving written notice to the other requiring the new rent to be determined by arbitration; or
- b. if the parties so agree by registered valuers acting as experts and not as arbitrators as follows:
 - i. each party shall appoint a valuer and give written notice of the appointment to the other party within twenty (20) Working Days of the parties agreeing to so determine the new rent;
 - ii. the valuers appointed, before commencing their determination shall appoint an umpire who shall 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 shall be made by the President of the Arbitrators Institute of New Zealand Incorporated on the joint application of the valuers.
- c. the valuers shall determine the Annual Rent of the Land and if they fail to agree then the Annual Rent shall be determined by the umpire;

**PORT NICHOLSON BLOCK (TARANAKI WHANUI KI TE UPOKO O TE IKA) DEED OF
SETTLEMENT: LEASEBACK SCHEDULE**

- d. in undertaking their determination the valuers and the umpire shall disregard the value of any Lessee's Improvements on the Land;
- e. each party shall be given the opportunity to make written or verbal representations to the valuers or the umpire subject to such reasonable time and other limits as the valuers or the umpire may prescribe and the valuers or the umpire as the case may be shall have regard to any such representations but not be bound thereby;
- f. when the Annual Rent has been determined, the umpire or the valuers shall give written notice thereof to the parties. Any umpire notice shall provide how the costs of the determination shall be borne and such provisions shall be binding on the parties. Where the Annual Rent is determined by the parties' valuers and not the umpire, the parties shall pay their own costs.

2.2.2 The Annual Rent so determined or accepted:

- a. shall, not, in the case of a rent review during the initial term of this Lease, be less than the Annual Rent payable as at the Commencement Date, or in the case of a rent review during any subsequent term, be less than the Annual Rent payable at the commencement of such subsequent term; and
- (a) shall be the Annual Rent from the Rent Review Date or the date of the Initiator's Notice if such notice is given later than 3 months' after the Rent Review Date.

2.2.3 Pending the determination of the Annual Rent, the Lessee if it is a Crown Body shall from the relevant review date, or from the date of service of the Initiator's notice if such notice is served later than 3 months after the relevant review date, until the determination of the current market rent of the Land will pay an interim annual rent ("Interim Rent") equivalent to that prior to the review date, however if the Lessee is not a Crown Body it will pay the interim rent as follows:

- a. if both parties supply a registered valuer's certificate substantiating the current market rent of the Land proposed by each party, the Interim Rent shall be based on the average of the two rents proposed by the parties; or
- b. if only one party supplies a registered valuer's certificate substantiating the current market rent of the Land proposed, the Interim Rent shall be based on the current market rent of the Land substantiated in that certificate; or
- c. if no registered valuer's certificates are supplied, the Interim Rent payable shall be the rent payable immediately prior to the relevant Rent Review Date; and

- d. upon determination of the new Annual Rent, any appropriate adjustment will be made; and
- e. the rent review, at the option of either party, may be recorded in a variation of this Lease.

2.2.4 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 a Rent 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 Rent Review Date, but any subsequent rent review shall take place on the next following Rent Review Date.]

2.3 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.
- b. The Lessee's liability to pay Lessee Outgoings during the term of this Lease shall subsist until the end or earlier termination of this Lease.

2.4 Valuation Roll

Where this lease is registered under section 115 of the Land Transfer Act 1952 and is for a term of not less than 10 years (including renewals):

- a. the Lessee will be entered in the rating information database and the district valuation roll as the ratepayer in respect of the Land; and
- b. the Lessee will be responsible for payment of rates accordingly.

2.5 Utility Charges

The Lessee shall promptly pay to the relevant authority or supplier all charges for water, sewage, drainage, electricity, gas, telephone, rubbish collection and all utility and other services connected or supplied to the Land if separately metered or charged in respect of the Land.

- a. **Apportionment:** If any utility or service is not separately charged in respect of the Land then the Lessee shall pay a fair and reasonable proportion.
- b. **Adjustments:** The Lessor may vary the proportion of any utility charge payable to ensure that the Lessee pays a fair and reasonable proportion.

**PORT NICHOLSON BLOCK (TARANAKI WHANUI KI TE UPOKO O TE IKA) DEED OF
SETTLEMENT: LEASEBACK SCHEDULE**

- c. **Meters:** If required to do so by the Lessor or any Authority the Lessee shall at the lessee's own expense install any meter or other measuring device necessary for the proper measurement of the charges for any utility or other services supplied to the Land.

2.6 Goods and Services Tax

The Lessee shall pay to the Lessor or as the Lessor shall direct the goods and services tax (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 payments shall be payable on demand.

2.7 Interest

If the Lessee shall fail to pay any instalment of rent or other sum of the 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% 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.

2.8 Permitted Uses of Land

a. Primary Use

The Land may be used for education purposes.

b. Subsidiary Use

If any part of the Land is not required for education purposes, then that part of the land may be used for any of the following purposes:

- (i) any other Government Work;
- (ii) any use undertaken, established, managed, operated or maintained by a Crown Body for any public purpose;
- (iii) any use of the whole or any part of the Land consented to by the Lessee as sublessor under clause 4.2 of this Lease.

2.9 Designation

The Lessor covenants that it will consent to the Lessee seeking and obtaining a designation of the Land for the purposes of the Permitted Use under the provisions of the Resource Management Act 1991, and that the Lessor shall further consent to the Lessee maintaining that designation for the duration of this Lease. Any designation must be lifted upon the expiration or earlier termination of this Lease.

2.10 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 accident, damage or injury occurring to any personal property in or about the Land, except where that is caused by the wilful or reckless act of the Lessor or persons acting under the control of the Lessor.

2.11 Compliance with Law

The Lessee shall comply with the provisions of all statutes, ordinances, regulations, bylaws and codes in any way affecting the Land or the conduct of the Permitted Use 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 lawful authority in respect of the Land or the Lessee's conduct of the Permitted Use on the Land.

2.12 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.

2.13 Maintenance of Lessee's Improvements

The Lessee shall at the Lessee's expense keep any Lessee's Improvements on the Land in good order, condition and repair during the continuance of this Lease.

2.14 Construction of or Alterations To Lessee's Improvements

- a. The Lessee may construct Lessee's Improvements and make any alterations or additions to Lessee's Improvements without the prior approval of the Lessor where it is necessary for or incidental to the Permitted Use. 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 for or incidental to the Permitted Use, and consent shall not be withheld or delayed unreasonably or arbitrarily.
- b. The Lessee may negotiate and conclude such easements and all other like rights and interests over or for the benefit of the Land as are necessary for or incidental to either:
 - i. the Permitted Use; or
 - ii. any permitted alterations or additions to the Lessee's Improvements;

without the prior approval of the Lessor and the Lessor agrees that it will execute such documentation as is reasonably required to give legal effect to the rights so created.

2.15 No Lessor Maintenance

The Lessee acknowledges that the Lessor shall have no repair or maintenance obligations for any of the Lessee's Improvements on the Land.

2.16 Lessor's Acknowledgments as to Lessee's Improvements

- a. 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 and irrespective of how those improvements are annexed to the Land;
 - ii. Lessee's Improvements are to be insured by the Lessee in its own name; 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;
- b. [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 prescribed in Schedule A Item 10 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;
- c. 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 prescribed in Schedule A Item 11, 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;
- d. The Lessee may demolish or remove any Lessee's Improvements from the Land at any time during this Lease without the consent of the Lessor upon the condition that the Lessee reinstates the Land to a neat, tidy and safe condition after any such removal.]

2.17 Removal of Lessee's Improvements

[Not concluded]

2.18 Rubbish Removal

The Lessee shall 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 expense cause to be

removed all trade waste boxes and other goods or rubbish not removable in the ordinary course by the territorial authority.

2.19 Signage

The Lessee shall have the right to affix names, signs, nameplates, signboards and advertisements relating to the purposes of 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, sign board 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. 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.

2.20 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 subclauses 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 that decision whatever it may be.

2.21 Public Liability Insurance

The Lessee shall (except where the Lessee is Her Majesty the Queen) 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.

2.22 Sundry Lessee Acknowledgments

The Lessee acknowledges that:

- a. 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. the Lessee shall at its own cost and expense in all things fence the boundaries of the Land insofar as the Lessee deems it reasonably necessary for the purposes of the Permitted Use;
- c. it has entered into this Lease in reliance on its own judgment and not in reliance on any representation or warranty by the Lessor.

3. LESSOR'S COVENANTS

3.1 Quiet Enjoyment

If the Lessee pays the rent and observes and performs 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.

3.2 Benefits to Land Not to be Restricted or Cancelled

The Lessor shall not cancel, surrender or modify any easements or other like 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.

4. MUTUAL COVENANTS

4.1 Assignment

- a. The Lessee shall be permitted as of right to assign its interest under this Lease to any Crown Body, but shall not otherwise be able to assign its interest under this Lease [without the prior written consent of the Lessor];
- b. Without limiting clause 4.1a, it is acknowledged between the parties that a transfer of the interest of one Department to another Department shall be permitted as of right by the Lessor and shall not be deemed to be an assignment for the purposes of this clause 4.1 or a subletting for the purposes of clause 4.2;
- c. [The disposal of the Lessee's interest in the Land pursuant to section 40, 41, 42, 50 or 52 of the Public Works Act 1981 shall be permitted as of right and shall not be deemed to be an assignment for the purposes of clause 4.1a or subletting for the purposes of clause 4.2.]

4.2 Subletting

The Lessee shall be permitted as of right to sublet or grant a licence to:

- a. any Crown Body; or
- b. any person or body where the Land is used for the purposes of a school and the Land or a part of the Land is not needed or used for the purposes of the school occupying it during the term of the sublease or licence; and
 - i. the sublease or licence is in the public interest; and
 - ii. the sublease or licence:



**PORT NICHOLSON BLOCK (TARANAKI WHANUI KI TE UPOKO O TE IKA) DEED OF
SETTLEMENT: LEASEBACK SCHEDULE**

- (1) is for a purpose associated with educational outcomes and will bring educational benefit to the school or its community, or to any other school; or
- (2) is for a community purpose, and will bring no educational disadvantage to the school; or
- iii. the sublease or licence is essential or conducive to the carrying out of the then existing Permitted Use.

4.3 Occupancy by School Board of Trustees

- a. Where the Lessee Her Majesty the Queen acting by and through the Secretary for Education has issued either a licence to occupy or a property occupancy document to any Board then the occupancy so conferred shall not be an underletting or an assignment to which clause 4.1 or clause 4.2 relate and shall be permitted as of right. The Lessor agrees that the covenant for quiet enjoyment contained in clause 3.1 extends to and includes the occupancy of the Land by any such Board whether pursuant to a licence to occupy or a property occupancy document.
- b. The Board shall be permitted as of right, after obtaining the prior written consent of the Secretary for Education, to:
 - i. sublet or grant a licence to any person or body on the same basis that the Lessee is permitted to sublet or licence under clause 4.2b, in accordance with s70B of the Education Act 1989; and
 - ii. enter into an agreement with any person or body, pursuant to s70C of the Education Act 1989.

4.4 Lessee Early Termination

- a. [The Lessee may, in its sole discretion and without giving any reasons, terminate this Lease by providing no less than ten (10) years notice in writing at any time to the Lessor.
- b. 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.]

4.5 Default

Notwithstanding anything else in this Lease, the Lessor acknowledges and agrees that, should the Lessee breach any terms or conditions of this Lease, the Lessor shall not in any circumstances whatsoever terminate or forfeit this Lease or re-enter into possession, but shall limit itself to the remedies of:

- a. specific performance; and/or
- b. damages; and/or

- c. any other remedies which may be appropriate or available and do not involve the forfeiture or termination of this Lease or re-entry into possession.

4.6 Notice of Default

Notwithstanding anything expressed or implied in this lease, the Lessor will not exercise its rights under clause 4.5 unless the Lessor has first given to the Lessee written notice of the breach or default on which the Lessor relies. In the case of a breach or default:

- a. remediable by payment of money, if the Lessee pays to the Lessor within one month of the service of such notice all moneys necessary to remedy such breach or default;
- b. remediable other than by payment of money, if the Lessee within one month of the service of such notice undertakes in writing to the Lessor to remedy the breach or default and remedies the same within a reasonable time having regard to the nature and extent of it;
- c. which cannot be remedied, if the Lessee within three months of the service of such notice pays to the Lessor compensation to the reasonable satisfaction of the Lessor in respect of such breach or default having regard to the nature and extent of it,

then the Lessor will not be entitled to rely on the breach or default set out in the notice to the Lessee and the same will be absolutely waived by the Lessor and this lease will continue in full force and effect as if no such breach or default had occurred.

4.7 Lessor May Remedy Lessee Default

- a. If the Lessee defaults in the observance or performance of any of the Lessee's obligations and if the Lessor has first served not less than 21 clear days written notice of its intention to enter upon the Land and to do such things required to make good any Lessee default, then it shall be lawful for the Lessor (in addition to any of its remedies) to enter the Land and do all such things required to make good the default and to recover the costs of such action from the Lessee;
- b. Any notice served under the provisions of clause 4.5 a. shall specify sufficient particulars to adequately advise the Lessee of the breach 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 notice void.

4.8 Renewal

[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 initial term or any subsequent term of this Lease, be entitled to a renewal of this Lease for the further

**PORT NICHOLSON BLOCK (TARANAKI WHANUI KI TE UPOKO O TE IKA) DEED OF
SETTLEMENT: LEASEBACK SCHEDULE**

term specified in Schedule One from the date of expiry of the initial term or any subsequent term as follows:

- a. the Annual Rent will be agreed upon or failing agreement will be determined in accordance with clause 2,2 as though the commencement date of the renewed term were a Rent Review Date; and
- b. 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.
- c. the Lessee shall use all reasonable endeavours to give to the Lessor notice of the Lessee's intention to renew this Lease no later than 18 months prior to the expiry of the initial term or any subsequent term. If the Lessee fails to give the Lessor notice of the Lessee's intention to renew by the date which is 12 months prior to the expiry of the initial term or any subsequent term, the Lessor shall be entitled to give the Lessee notice requiring the Lessee to notify the Lessor of the Lessee's intentions within 9 months of the date of the Lessor's notice to the Lessee.]

4.9 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.

4.10 Differences and Disputes

All differences or disputes that may arise between the parties concerning this Lease shall be the subject of negotiations in good faith with a view to achieving resolution and, if those negotiations are not successful, shall be referred to the arbitration of two arbitrators (one to be appointed by each party) and an umpire (to be appointed by the arbitrators before their entering upon the reference) in accordance with the Arbitration Act 1996.

4.11 Service of Notices

- a. Notices given under this Lease by the Lessor shall be served on the Lessee by hand delivery in accordance with Sections [352 to 361] of the Property Law Act 2007 or by registered mail addressed to:

The Property Manager
National Office
Ministry of Education
Private Bag 1666
WELLINGTON.

- b. Notices given under this Lease by the Lessee shall be served on the Lessor by hand delivery in accordance with Sections [352 to 361] of the Property Law Act 2007 or by registered mail addressed to:

[INSERT PARTICULARS WHEN KNOWN]

- c. Notices shall be deemed to be served at the time of delivery, or in the case of notices which are posted by registered mail, two days after the date of posting.

4.12 Registration of Lease

The parties acknowledge their agreement that this Lease be registered under the provisions of the Land Transfer Act 1952 at the expense of the Lessee. The Lessor agrees to make title available for that purpose and consents to the Lessee caveating title to protect its interest in the Lease prior to registration.

4.13 Costs

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 negotiation, 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.

4.14 Contamination

[Not concluded]

**PORT NICHOLSON BLOCK (TARANAKI WHANUI KI TE UPOKO O TE IKA) DEED OF
SETTLEMENT: LEASEBACK SCHEDULE**

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 Secretary
for Education

Particulars entered in the
Register as shown herein
on the date and at the time
endorsed below

MEMORANDUM OF LEASE

**THE SECRETARY
MINISTRY OF EDUCATION
NATIONAL OFFICE
WELLINGTON**



PORT NICHOLSON BLOCK (TARANAKI WHANUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: LEASEBACK SCHEDULE

(MINISTRY OF JUSTICE)

LESSOR:
[TARANAKI WHĀNUI...]

Correct for the purposes of the Land Transfer Act 1952

.....
SOLICITOR FOR THE LESSEE

LESSEE:
HER MAJESTY THE QUEEN
acting by and through the
Secretary 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 SECRETARY
MINISTRY OF JUSTICE
WELLINGTON



MINISTRY OF JUSTICE
LONG TERM LEASE OF BARE GROUND
FOR COURTHOUSE PURPOSES

[TARANAKI WHĀNUI KI TE UPOKO O TE IKA] (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 [XXXX (XXX Registry)], in that piece of land situated in [XXXX Land] District containing [XXXX] square metres more or less, being Section [XXXX] 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 twenty (20) 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 [] 200[]
SIGNED by [TARANAKI WHĀNUI KI TE UPOKO O TE IKA]
GOVERNANCE ENTITY as Lessor)

SIGNED for and on behalf of HER)
MAJESTY THE QUEEN as Lessee)
)
(acting by and through the)
Secretary of the Ministry of Justice))

(

 487 

SCHEDULE A

ITEM 1 THE LAND

1.1 All that parcel of land being the Land previously specified.

ITEM 2 THE COMMENCEMENT DATE

2.1 The commencement date of this Lease shall be the [] day of [] 20 []

ITEM 3 ANNUAL RENTAL

3.1 [Value in word] [(\$XXX.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 [] day of [] 20 []

ITEM 4 TERM OF LEASE

4.1 Initial term

20 years from the Commencement Date, to determination on the [] day of [] 20 []

4.2 Subsequent terms

Rights of renewal for terms of 20 years each forever from the [] day of [] 20 [] and each 20th anniversary after that date.

ITEM 5 LESSEE OUTGOINGS

5.1 Rates, levies, charges, assessments, duties or fees payable to any local, territorial, governmental and any other statutory authority excluding only taxes levied against the Lessor in respect of its interest in the Land.

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.

ITEM 6 [PERMITTED USE

6.0

- (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 compatible with the land and permitted by the Operative District Plan from time to time.]

ITEM 7 RIGHTS OF RENEWAL

7.1 Renewable as provided in Item 4.2 above.

ITEM 8 RENT REVIEW DATES

8.1 5 yearly from the Commencement Date of this Lease.

ITEM 9 LESSOR'S PROPERTY

9.1 Nil.

ITEM 10 LESSEE'S IMPROVEMENTS

10.1 Refer to definitions

ITEM 11 [CLAUSE 3.04(b) 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:

- (v) It has notice of the provisions of clause 3.04(b) and (c) of the said Lease; and

- (vi) 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 months after the expiration or sooner determination of the Lease (hereafter collectively called "**the relevant period**");
- (vii) 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;
- (viii) It agrees that this acknowledgement is irrevocable.]

[SCHEDULE ***

[That parcel of land containing]

.....

(LENDER EXECUTION)

/ / 200]

ITEM 12 [CLAUSE 3.04(c) 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 3.04(c) 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:

- (iii) 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;
- (iv) 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 months after the expiration or sooner determination of the Lease.]

ITEM 13 ADDRESS FOR SERVICE

Lessor: [Taranaki Whānui ki Te Upoko o Te Ika]
WELLINGTON
Attn: General Manager
Facsimile:

Lessee: Chief Executive
Ministry of Justice
Level 3
Vogel Building
Aitken Street
WELLINGTON (PO Box 180, WELLINGTON)
Facsimile: (04) 918 8820]

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 "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.

1.03 ["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 (whether called 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 or wholly by the Crown or by any such Department, instrument, orate, 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;
- (d) a State enterprise within the meaning of the State-Owned Enterprises Act 1985;]
- 1.04** "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.
- 1.05** "Lease" means, unless the context otherwise requires, this lease and any further or renewal term thereof.
- 1.06** "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".
- 1.07** "Lessee's Outgoings" means all outgoings the Lessee is obliged to pay under the provisions of this Lease.
- 1.08** "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.
- 1.09** "The Land", "The Commencement Date", "Annual Rental", "Term of the Lease" and "Permitted Use" shall have the meanings ascribed to them in Schedule A.
- 1.10** 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.
- 1.11** 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.
- 1.12** A covenant not to do anything shall be deemed to include an obligation not to suffer, permit or cause that thing to be done.
- 1.13** Clause headings are inserted for reference only and shall not affect the interpretation of this Lease.

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

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.

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;

- (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 MAINTENANCE OF LESSEE'S IMPROVEMENTS

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.

2.07 NO LESSOR MAINTENANCE

The Lessee acknowledges that the Lessor shall have no repair or maintenance obligations for any of the Lessee's Improvements on the Land.

2.08 LESSEE'S FURTHER MAINTENANCE AND REPAIR OBLIGATIONS

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.

2.09 SIGNAGE

The Lessee shall have the right to affix names, signs, nameplates, signboards and advertisements relating to the purposes of 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.

2.10 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 the original term 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 this clause shall be of no application whilst the Lessee is **HER MAJESTY THE QUEEN**.

2.11 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.

2.12 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.

2.13 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 CONSTRUCTION OF OR ALTERATIONS TO LESSEE'S IMPROVEMENTS

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.

3.03 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.

3.04 LESSOR'S ACKNOWLEDGEMENTS AS TO LESSEE'S IMPROVEMENTS

- (a) 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 and irrespective of how such property is annexed to the Land;
 - (ii) Lessee's Improvements are to be fully insured by the Lessee in its own name; 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.
- (b) [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;
- (c) 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;]

- (d) That 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 condition that the Lessee reinstates the Land to a neat, tidy and safe condition after any such removal.

3.05 [LESSOR CONSENT TO GROUND WORKS]

- (a) Notwithstanding anything to the contrary in clauses 3.02 or 3.04(d), 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 alteration or interference;
- (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 Lessee, unless the engineer otherwise so determines.]

3.06 [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.]

3.07 PROVISION OF CERTAIN NOTICES TO THE LESSEES

Whenever the Lessor receives any notice from any local or governmental authority concerning the payment of local authority rates or the government 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 government department, as the case may be.

PART IV – MUTUAL COVENANTS

4.00 MUTUAL COVENANTS

4.01 [ASSIGNMENT AND SUBLETTING

- (a) Subject to clauses 4.01(c) and (d), the Lessee must not assign, sublet 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 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 any lease.
 - (ii) 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.
 - (iii) 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.
 - (iv) 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.

- (v) Where the assignee is a company, the Lessor may require the deed of covenant referred to in paragraph (iv) above to be executed by that company and also by such other directors and/or shareholders of that company 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 4.01(a) any change in the shareholding of the Lessee (where the Lessee not being a Government Agency is a company which 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 4.01(c) and 4.01(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) **PROVIDED ALWAYS**, notwithstanding clause 4.01(a), the Lessee may at any time and from time to time:
- (i) 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; and/or
 - (ii) grant a sublease or licence of the whole or any part(s) of the Land to any other person,
- in either case 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 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.
- (f) Notwithstanding any rule of law or anything expressed or implied in this Lease to the contrary, where a Government Agency is Lessee, assigns its interest in this Lease under the provisions of this clause 4.01, 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.]

4.02 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.
- (b) [Any notice served under the provisions of clause 4.02(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.]

4.03 [LESSEE'S IMPROVEMENTS]

[Not concluded]

4.04 [RENEWAL]

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 initial term 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 initial term or any subsequent term as follows:

- (a) the Annual Rent will be agreed upon or failing agreement will be determined in accordance with clause 4.05 as though the commencement date of the renewed term were a Rent Review Date; and
- (b) 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.

The Lessee shall use all reasonable endeavours to give to the Lessor notice of the Lessee's intention to renew this Lease no later than 18 months prior to the expiry of the initial term or any subsequent term. If the Lessee fails to give the Lessor notice of the Lessee's intention to renew by the date which is 12 months prior to the expiry of the initial term or any subsequent term, the Lessor shall be entitled to give the Lessee notice requiring the Lessee to notify the Lessor of the Lessee's intentions within 9 months of the date of the Lessor's notice to the Lessee.]

4.05 RENT REVIEW

- (a) The Annual Rental payable as from each review date shall be determined as follows:
- (i) Either party may not earlier than 3 months prior to a review date and not later than one 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 market rent, then the new rent shall be determined in accordance with clause 4.05(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 3 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, the value of any building or improvements then existing upon the Land shall not be taken into consideration.

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 [3] months after the Rent Review Date.

- (d) 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 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.
- (d) 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.

4.06 RE-ENTRY

- (a) The Lessor may re-enter the Land where:
- (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 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 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 4.06(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 4.06.
- (d) The Lessor acknowledges that it shall not re-enter the Land unless and until the provisions of clause 4.06(b) have been satisfied in full and further that any re-entry contrary to the provisions of clause 4.06(b) shall be null and void ab initio.

4.07 [LESSEE'S RIGHT OF EARLY TERMINATION

The Lessee may, in its sole discretion and without giving any reasons, terminate this Lease by providing no less than ten (10) years notice in writing at any time to the Lessor. 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.]

4.08 [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 that the Lessee elects not to effect reinstatement of the Lessee's Improvements following damage or destruction thereof, then the Lessee shall be entitled to determine this lease by giving 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.]

4.09 RATING ASSESSMENTS

The parties agree that the Lessee may at any time make application to the Valuation Department 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.

4.10 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.

4.11 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 prescribed in clauses 4.06 and 4.07 hereof]
- (d) The provisions of this clause shall be of no application to any review of rental under the provisions of clause 4.05(b)(ii).

4.12 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 days after the date of posting.

4.13 REGISTRATION OF LEASE

The parties acknowledge their agreement that this Lease be registered under the provisions of the Land Transfer Act 1952 at the expense of the Lessee in all things. 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.

4.14 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.
- (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.

4.15 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.

4.16 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.

4.17 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.

4.18 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.

4.19 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.

4.20 CONTAMINATION

[Not concluded]

TARANAKI WHANUI KI TE UPOKO O TE IKA

Lessor

NEW ZEALAND RAILWAYS CORPORATION

Lessee

DEED OF LEASE

Aotea Quay

Contents

1.	DEFINITIONS AND INTERPRETATION.....
2.	TERM.....
3.	RIGHT OF RENEWAL OF LEASE.....
4.	RENT.....
5.	RENT REVIEW.....
6.	PAYMENT OF LESSEE'S OUTGOINGS.....
7.	GST.....
8.	INTEREST ON UNPAID MONEY.....
9.	USE OF LAND.....
10.	COMPLIANCE WITH THE LAW.....
11.	LESSEE'S ACKNOWLEDGEMENT OF RISK.....
12.	AVOIDANCE OF DANGER.....
13.	[LESSEE'S IMPROVEMENTS].....
14.	INSURANCE.....
15.	RIGHT OF LESSOR TO ENTER AND INSPECT LAND
16.	QUIET ENJOYMENT.....
17.	DESIGNATION.....
18.	FURTHER DEVELOPMENT.....
19.	RE-ENTRY.....
20.	DEALINGS WITH THE LESSOR'S AND LESSEE'S INTERESTS.....
21.	ENTIRE AGREEMENT.....
22.	DIFFERENCES AND DISPUTES.....
23.	NOTICES.....
24.	PROPERTY LAW ACT 2007.....
25.	REGISTRATION OF LEASE.....
26.	COSTS.....
	SCHEDULE THREE (Plan of the Land).....

**PORT NICHOLSON BLOCK (TARANAKI WHANUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
LEASEBACK SCHEDULE**

DEED dated 2008

PARTIES

[TARANAKI WHANUI KI TE UPOKO O TE IKA GOVERNANCE ENTITY]
("Lessor")

NEW ZEALAND RAILWAYS CORPORATION (ONTRACK) ("Lessee")

OPERATIVE PROVISIONS

The Lessor leases to the Lessee and the Lessee takes on lease from the Lessor the Land described in the Schedule One for the Term from the Commencement Date at the Annual Rent (subject to review if applicable) and upon the other terms all as set out in the Schedules incorporated in this Lease and the Lessor and the Lessee covenant and agree with each other as set out in the Schedules incorporated in this Lease.

SIGNED AS A DEED

**[TARANAKI WHANUI KI TE UPOKO O
TE IKA GOVERNANCE ENTITY] by:**

Signature of director

Signature of director

Name of director

Name of director

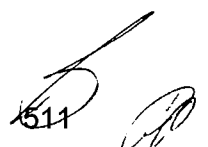
**NEW ZEALAND RAILWAYS
CORPORATION TRADING AS
ONTRACK by:**

Signature of director

Signature of director

Name of director

Name of director

511 

**PORT NICHOLSON BLOCK (TARANAKI WHANUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
LEASEBACK SCHEDULE**

**SCHEDULE ONE
(Reference schedule)**

<p>LAND: [Drafting Note: Lease may be 1 or 3 leases]</p>	<p>(1) 0.0465 hectares more or less being Lot 3 DP 11169 and being all the land in CFR WN40A/558. (2) 0.1178 hectares more or less being Lot 33 DP80544 and being all the land in CFR WW47A/801. (3) 0.0775 hectares more or less being Lot 39 DP 79376 and being all the land in CFR WN 45D/804.</p> <p>Subject to all existing encumbrances as may be and such further encumbrances disclosed pursuant to clause 4.6 of the Deed of Settlement to be entered into between the Crown and Taranaki Whanui Ki Te Upoko o Te Ika</p>
<p>TERM:</p>	<p>20 years</p>
<p>COMMENCEMENT DATE:</p>	<p>[]</p>
<p>RIGHTS OF RENEWAL:</p>	<p>20 year terms forever</p>
<p>RENEWAL DATES:</p>	<p>Every 20th anniversary of the Commencement Date.</p>
<p>ANNUAL RENT:</p>	<p>[\$[] (plus GST)</p>
<p>INITIAL MONTHLY PAYMENTS OF RENT:</p>	<p>[\$[] (plus GST)</p>
<p>MONTHLY RENT PAYMENT DATES:</p>	<p>[The rent shall be payable in advance on the first day of each month.]</p>
<p>RENT REVIEW DATES:</p>	<p>5 yearly on the anniversary of the Commencement Date.</p>
<p>PERMITTED USE:</p>	<p>Any use that is a lawful existing use or permitted activity in the current or proposed District Plan for the Land, or any use which is authorised by resource consent, by designation or otherwise by law.</p>
<p>DEFAULT INTEREST RATE:</p>	<p>2% per annum above the Lessor's banker's indicator lending rate at the date of default occurring.</p>
<p>PUBLIC LIABILITY/RISK INSURANCE:</p>	<p>Cover of a minimum of one million dollars (\$1,000,000.00) (subject to CPI Adjustment) to be maintained by the Lessee.</p>

SCHEDULE TWO

(Schedule of Terms)

DEFINITIONS AND INTERPRETATION

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;

"**Authority**" means and includes every governmental, local, territorial and statutory authority having jurisdiction or authority over or in respect of the Land or its use or the Lessee's Improvements or their use;

"**Commencement Date**" means the date of commencement of the initial Term specified in Schedule One;

"**CPI**" means the All Groups Section of the Consumer Price Index for New Zealand published by Statistics New Zealand (or, if it ceases to exist, such index as most closely approximates the same).

"**CPI Adjustment**" where a figure recorded in this Lease is described as (subject to CPI Adjustment) such figure specified shall be adjusted on each anniversary of the Commencement Date in accordance with the following formula:

$$W = \frac{[Y - X \times Z]}{X} + Z$$

Where:

X is the figure at which the CPI stood immediately prior to the Commencement Date or the preceding anniversary of the Commencement Date;

Y is the figure at which the CPI stood immediately prior to the current anniversary of the Commencement Date;

Z is the figure which is subject to CPI Adjustment as that figure stood immediately prior to the current anniversary of the Commencement Date; and

W is the adjusted figure.

"**District Plan**" means a district plan within the meaning of 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 sole, corporation, commission, council, board, authority, or by any name) that has

**PORT NICHOLSON BLOCK (TARANAKI WHANUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
LEASEBACK SCHEDULE**

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 partly or wholly by the Crown or by any such Department, instrument, orate, 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;
- d. a State enterprise within the meaning of the State-Owned Enterprises Act 1985;

"**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 in Schedule One 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;

"**Lessee**" means the New Zealand Railways Corporation, 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 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 control of the Lessee);

"**Lessee's Improvements**" means all improvements on or to the Land of any kind whatsoever including (but 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. mechanical, electrical, or reticulation plant (whether for the conduct of electricity, water, oil, compressed air or any other supply delivered through any reticulation system which is the property of the Lessee), equipment or systems of any kind of the Lessee;
- d. sewage system;
- e. all subsoil works constructed or installed by the Lessee on the Land;
- f. all site works, drainage and excavation work; and
- g. 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, taxes or levies payable to any Authority in respect of the Land;
- b. charges for water, gas, electricity, telephones and other utilities or services;

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
LEASEBACK SCHEDULE

- c. rubbish collection charges;
- d. all charges relating to the repair and maintenance of any Lessee's 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 section 9;
- h. any other tax or levy payable on or in relation to the land.

"Lessor" means Taranaki Whānui ki Te Upoko o Te Ika and includes all the respective executors, administrators, successors, assigns and successors in title of each Lessor and if more than one jointly and severally;

"Monthly Rent Payment Date(s)" means the monthly rent payment dates specified in Schedule One;

"Permitted Use" means the permitted use specified in Schedule One;

"Plan" means the plan of the Land attached as Schedule Three;

"Renewal Date(s)" means the renewal dates specified in Schedule One;

"Review Date(s)" means the rent review dates specified in Schedule One;

"Term" means the term of this Lease and includes the Initial Term and any subsequent terms; and

"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;
- b. a day in the period commencing on 25 December and ending on 2 January in the following year;
 - a. if 1 January falls on a Friday, the following Monday;
 - c. if 1 January falls on a Saturday or a Sunday, the following Monday and Tuesday;
- a. the anniversary day celebrated in Wellington; and
- b. any other day made a public holiday during the Term of this Lease by inclusion in section 44(1) of the Holidays Act 2003 or otherwise.

**PORT NICHOLSON BLOCK (TARANAKI WHANUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
LEASEBACK SCHEDULE**

1.2 INTERPRETATION

In this Lease, unless the context indicates otherwise:

- a. words denoting the singular shall include the plural and vice versa;
- b. one gender shall include the other genders;
- c. words denoting persons shall include any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, state, agency of state, municipal authority, government or any statutory body in each case whether or not having separate legal identity;
- d. any covenant or agreement on the part of two or more persons shall bind those persons jointly and severally;
- e. reference to anything of a particular nature following upon a general statement shall not in any way derogate from, or limit the application of the general statement, unless the particular context requires such derogation or limitation;
- f. references to sections, clauses and schedules are references to sections, clauses and schedules in this Lease;
- g. the table of contents, the section headings and clause headings have inserted for convenience and a quick guide to the provisions of this Lease, and shall not form part of this Lease, or affect its interpretation in any way;
- h. reference to any statute, regulation, ordinance or bylaw shall be deemed to extend to all statutes, regulations, ordinances or bylaws amending, consolidating or replacing the same; and
- i. where the Lessor's consent or approval is required pursuant to any provision of this Lease, the Lessor must:
 - i. not unreasonably or arbitrarily withhold the required consent, and
 - ii. within a reasonable time of the Lessor's consent being requested (by the Lessee), grant the required consent.

2. TERM

2.1 The Term shall commence on the Commencement Date.

3. [RIGHT OF RENEWAL OF LEASE]

3.1 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 initial term 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 initial term or any subsequent term as follows:

- (a) the Annual Rent will be agreed upon or failing agreement will be determined in accordance with clause 5 as though the commencement date of the renewed term were a Rent Review Date; and
- (b) 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.

3.2 [The Lessee shall use all reasonable endeavours to give to the Lessor notice of the Lessee's intention to renew this Lease no later than 18 months prior to the expiry of the initial term or any subsequent term. If the Lessee fails to give the Lessor notice of the Lessee's intention to renew by the date which is 12 months prior to the expiry of the initial term or any subsequent term, the Lessor shall be entitled to give the Lessee notice requiring the Lessee to notify the Lessor of the Lessee's intentions within 9 months of the date of the Lessor's notice to the Lessee.]

4. RENT

4.1 The Lessee shall in each year during the Term pay the Annual Rent (plus GST) to the Lessor by equal monthly payments in advance, with the first payment to be made on the Commencement Date.

5. RENT REVIEW

5.1 The Annual Rent payable from each Rent Review Date shall be determined as follows:

- (a) Either party (the "Initiator") may commence a review by not earlier than three (3) months prior to a Rent Review Date [and not later than one year after any review date], giving written notice to the other party ("Recipient") specifying the sum considered by the Initiator to be the current market rent for the Land as at the Rent Review Date ("Initiator's Notice").
- (b) If, by written notice to the Initiator within twenty (20) Working Days after receipt of the Initiator's Notice, the Recipient disputes the current market rent for the Land proposed by the Initiator is the current market rent for the Land ("Recipient's Notice"), then the current market rent for the Land will be determined in accordance with the provisions of clause 0.

**PORT NICHOLSON BLOCK (TARANAKI WHANUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
LEASEBACK SCHEDULE**

5.2 Immediately following receipt by the Initiator of the Recipient's Notice, the parties shall endeavour to agree upon the Annual Rent, but if agreement is not reached within twenty (20) Working Days then the current market rent for the Land (new rent) may be determined either:

- (a) by one party giving written notice to the other requiring the new rent to be determined by arbitration; or
- (b) if the parties so agree by registered valuers acting as experts and not as arbitrators as follows:
 - (i) each party shall appoint a valuer and give written notice of the appointment to the other party within twenty (20) Working Days of the parties agreeing to so determine the new rent;
 - (ii) the valuers appointed, before commencing their determination shall appoint an umpire who shall 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 shall be made by the President of the Arbitrators Institute of New Zealand Incorporated on the joint application of the valuers.
- (c) the valuers shall determine the Annual Rent of the Land and if they fail to agree then the Annual Rent shall be determined by the umpire;
- (d) in undertaking their determination the valuers and the umpire shall disregard the value of any Lessee's Improvements on the Land;
- (e) each party shall be given the opportunity to make written or verbal representations to the valuers or the umpire subject to such reasonable time and other limits as the valuers or the umpire may prescribe and the valuers or the umpire as the case may be shall have regard to any such representations but not be bound thereby;
- (f) when the Annual Rent has been determined, the umpire or the valuers shall give written notice thereof to the parties. Any umpire notice shall provide how the costs of the determination shall be borne and such provisions shall be binding on the parties. Where the Annual Rent is determined by the parties' valuers and not the umpire, the parties shall pay their own costs.

5.3 The Annual Rent so determined or accepted:

- (a) shall, not, in the case of a rent review during the initial term of this Lease, be less than the Annual Rent payable as at the Commencement Date, or in the case of a rent review during any subsequent term, be less than the Annual Rent payable at the commencement of such subsequent term; and
- (b) shall be the Annual Rent from the Rent Review Date or the date of the Initiator's Notice if such notice is given later than 3 months' after the Rent Review Date.

5.4 Pending the determination of the Annual Rent, the Lessee [if it is a Government Agency shall from the relevant review date, or the date of service of the

**PORT NICHOLSON BLOCK (TARANAKI WHANUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
LEASEBACK SCHEDULE**

Initiator's notice if such notice is served later than 3 months after the relevant review date, until the determination of the current market rent of the Land] will pay an interim annual rent ("Interim Rent") [equivalent to that prior to the review date, however if the Lessee is not a Government Agency it will pay the interim rent] as follows:

- (a) if both parties supply a registered valuer's certificate substantiating the current market rent of the Land proposed by each party, the Interim Rent shall be based on the average of the two rents proposed by the parties; or
- (b) if only one party supplies a registered valuer's certificate substantiating the current market rent of the Land proposed, the Interim Rent shall be based on the current market rent of the Land substantiated in that certificate; or
- (c) if no registered valuer's certificates are supplied, the Interim Rent payable shall be the rent payable immediately prior to the relevant Rent Review Date; and
- (d) upon determination of the new Annual Rent, any appropriate adjustment will be made; and
- (e) the rent review, at the option of either party, may be recorded in a variation of this Lease.
- (f) [Neither party shall, through its failure to issue a notice of rent review, forfeit the right to have the rent reviewed.]
- (g) 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 a Rent 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 Rent Review Date, but any subsequent rent review shall take place on the next following Rent Review Date.

6. PAYMENT OF LESSEE'S OUTGOINGS

- 6.1 The Lessee will pay the Lessee Outgoings in respect of the Land and where appropriate will make such payment direct to the relevant Authority or supplier concerned and, if permitted by law, the Lessee will be entered as the agency for payment on the rating information database and the district valuation roll in respect of the Land.

7. GST

- 7.1 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 (to the Lessor) under this Lease. The GST payable pursuant to this clause 7 will be payable on each occasion when any rental payment falls due for payment or otherwise on demand.

8. INTEREST ON UNPAID MONEY

8.1 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 twenty (20) Working Days of the day on which such payment was due, and upon demand by the Lessor fails to make such payment within a further five (5) Working Days after the date that such demand is received by the Lessee; or
- (b) to pay the Lessor upon demand any amount paid by the Lessor to remedy any default by the Lessee under this Lease within twenty (20) Working Days after the date that the Lessor's demand is received by the Lessee,

then any amount outstanding will bear interest at the Default Interest Rate (specified in Schedule One) accruing on a daily basis from the due date for the relevant payment or the date that the Lessor's demand is received (as the case may be) and the Lessor will be entitled to recover such interest in the same manner as if it were rent in arrears.

9. [USE OF LAND]

9.1 [The Lessee will use the Land for the Permitted Use.

9.2 Should any use of the Land or any Lessee's Improvements be permissible only with the consent or licence of any Authority under or in pursuance of any statute or any Regional Plans and District Plans or regulation or other enactment or order of Court the Lessee shall obtain such consent or order at the sole cost and expense of the Lessee including, but not limited to, any costs or financial contributions involved in complying with any conditions of such consent or order obtained.

9.3 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 or on any adjoining land and any designations or consents either in place at the Commencement Date or required by the Lessee or any party associated with the Lessee in connection with any development on the Land or any adjoining land lawfully granted to the Lessee at a later date; or
- (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 and required by the Lessee or

**PORT NICHOLSON BLOCK (TARANAKI WHANUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
LEASEBACK SCHEDULE**

any party associated with the Lessee, in connection with any development on the Land or any adjoining land.

- 9.4 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 Use.
- 9.5 The Lessor acknowledges and agrees that the Land was formerly part of the Wellington Rail Station yards and surrounds and the Land may be serviced by drains, pipes, cables or other conduits relating to services and utilities which pass through the Land to service adjoining Land or pass through adjoining land to service the Land.
- 9.6 The Lessor covenants and agrees with the Lessee that the Lessor will not do anything which would prevent the Lessee or any owner or occupier of any adjoining land from being able to utilise, maintain, extend or upgrade or relocate any such conduits or any services or utilities associated therewith and that the Lessor will provide all such consents, authorisations, deeds or easements as the Lessee or the owner or occupier of any adjoining land may reasonably require in connection with any such conduits, services or utilities.]

10. COMPLIANCE WITH THE LAW

- 10.1 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 Use 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 Use on the Land or the Lessee's Improvements on the Land.

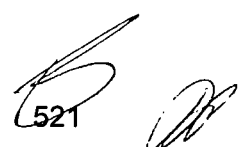
11. LESSEE'S ACKNOWLEDGEMENT OF RISK

- 11.1 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 employees 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 such is caused by the wilful or reckless act of the Lessor or persons acting under the control of the Lessor.

12. AVOIDANCE OF DANGER

12.1 The Lessee will:

- (a) take all reasonable precautions to minimise any danger or hazard arising from any use of the Land (by the Lessee) 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.


521

13. LESSEE'S IMPROVEMENTS

13.1 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 throughout the Term of this 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 then:
 - (i) the decision of whether to reinstate or not is solely within the Lessee's discretion and property in any insurance proceeds (if any) is also solely with the Lessee; and
 - (ii) if the Lessee elects not to reinstate, the Lessee shall undertake such further work as may be necessary to render the Premises neat, tidy and safe.

13.2 The Lessee may construct Lessee's Improvements and make any alterations or additions to Lessee's Improvements without the prior written approval of the Lessor.

13.3 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.

13.4 [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.
- (b) The Lessor will be deemed by the provisions of clause 13.4(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 for a period of 12 months following such expiration (provided that the Lessee has used all reasonable endeavours to undertake such demolition and removal within 6 months from the date of 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 the Lessee's Improvements from the Land under clause 13.4(a), it will restore the Land to a neat, tidy and safe condition subsequent to any such demolition or removal.

**PORT NICHOLSON BLOCK (TARANAKI WHANUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
LEASEBACK SCHEDULE**

- (d) The Lessor will not do anything 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 the term of the licence referred to in clause 13.4(b), 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 13.4.]

14. INSURANCE

- 14.1 The Lessee will be responsible for insuring any Lessee's Improvements on the Land.
- 14.2 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, if the Lessee elects not to reinstate, the Lessee shall undertake such further work as may be necessary to render the Premises neat, tidy and safe.
- 14.3 The Lessee shall at all times during the Term maintain public liability insurance for the sum specified in Schedule One. If at any time either the Lessee or the Lessor considers that such sum is no longer appropriate, the Lessor and the Lessee shall endeavour to agree on a substituted amount. If the Lessor and the Lessee are unable to agree the dispute shall be determined in accordance with clause 22.

15. [RIGHT OF LESSOR TO ENTER AND INSPECT LAND]

- 15.1 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, and subject to compliance with the conditions of entry set out in this section 15.
- 15.2 Entry on to the Land by the Lessor under clause 15.1 is subject to:
 - (a) [the Lessor providing the Lessee with at least ten (10) Working Days' prior written notice;]
 - (b) compliance with the Lessee's safe access protocols including direct supervision at all times by a representative of the Lessee; and
 - (c) entry being limited to persons named in the notice (contemplated by clause 15.2(a) above), and approved in writing by the Lessee prior to entry upon the Land by the Lessor.
- 15.3 The Lessor acknowledges that the Lessee will have the discretion to impose such reasonable conditions on the Lessor's ability to enter the Land for inspection purposes pursuant to this section 15 as the Lessee thinks necessary or appropriate with regard to the Lessee's operational requirements.

**PORT NICHOLSON BLOCK (TARANAKI WHANUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
LEASEBACK SCHEDULE**

15.4 The Lessor acknowledges that the Lessee may at its discretion, upon giving either oral or written notice to the Lessor, vary any consent to entry given under this Lease if the Lessee deems this to be necessary or appropriate with regard to the Lessee's operational requirements.

16. QUIET ENJOYMENT

16.1 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.

17. DESIGNATION

17.1 The Lessor consents to the Lessee maintaining a designation under the Resource Management Act 1991 (and the Lessor further consents to the inclusion of any new or further designation for such purposes in any operative or proposed District Land) over the Land for railway purposes and agrees to support (and not to do anything that might impede) the Lessee's right to so obtain, maintain and fully enjoy the benefit of, any such designation. The Lessee agrees to take all reasonable steps to lift such designation on the expiry or earlier termination of this Lease.

18. [FURTHER DEVELOPMENT

18.1 The Lessor acknowledges that the Lessee shall be entitled to develop the Land and/or any adjoining land owned or leased by the Lessee, which development may include, but shall not be limited to the construction of buildings and/or other improvements which may or may not be confined to the Land, subdivision of the Land by way of sublease or creation of a unit title subdivision in accordance with the Unit Titles Act 1972 or otherwise, and the Lessor covenants to do all such acts, matters and things as may be necessary to facilitate such development including, but not limited to, the following:

- (a) consenting to the development or subdivision of the Land and the vesting of any land required for road widening or other purposes in a local authority subject to receipt of compensation
- (b) the granting or obtaining of easements in relation to access or services in favour of the Land or over the Land in favour of any adjoining land or any relevant authority;
- (c) consenting to and/or entering into any encumbrance or other arrangement required by a local authority in respect of any development which extends beyond the boundaries of the Land;
- (d) do all such things and execute all such documents as the Lessee may reasonably require to give effect to any of the foregoing provisions of this clause,

and the Lessee shall pay to the Lessor all reasonable costs incurred by the Lessor in complying with its obligations under this clause.

**PORT NICHOLSON BLOCK (TARANAKI WHANUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
LEASEBACK SCHEDULE**

18.2 The Lessor must not cancel, surrender or modify any easement, or any other registered or unregistered interest benefiting the Land and which is of a similar nature. The Lessor will not mortgage or charge its interest nor create any interest which would restrict the Lessee's ability to deal with its interest in this Lease without procuring from any such party obtaining an interest in the Land on each occasion that such party's consent is required, the consent of that party to any dealing with the Lessee's interest under this Lease including the renewal of this Lease. The Lessor shall procure that the Lessee is appointed the agent of any third party obtaining an interest in the Land for the purpose of confirming to any relevant authority that that third party's consent has been given to the renewal or other dealing with the Lessee's interest under this Lease.]

19. RE-ENTRY

19.1 Subject to clause 19.3 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 premises at the time or at any time thereafter:

- (a) 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;
- (b) 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 Tenant in accordance with section 246 of the Property Law Act 2007;
- (c) if the Lessee shall make or enter into or endeavour to make or enter into any composition assignment or other arrangement with or for the benefit of the Lessee's creditors;
- (d) in the event of the insolvency bankruptcy or liquidation of the Lessee;

19.2 and the term shall terminate on such cancellation but without prejudice to the rights of either party against the other.

19.3 Notwithstanding clause 19 of this Lease at 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 Use and the need to ensure the ongoing operational integrity and security of the Lessee's operations from the Land, 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 Crown or any Government Agency is the Lessee under this Lease

20. [DEALINGS WITH THE LESSOR'S AND LESSEE'S INTERESTS]

20.1 [The Lessee shall not assign, transfer, sell or otherwise dispose of the Lessee's interest in the Land under this Lease without the consent of the Lessor, which consent shall not be unreasonably or arbitrarily withheld, provided that the Lessee has complied with the Lessee's obligations under

**PORT NICHOLSON BLOCK (TARANAKI WHANUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
LEASEBACK SCHEDULE**

clauses 20.2 to 20.9. There shall be no restriction on the Lessee's right to sublet or otherwise part with possession of the Land nor shall the Lessee be required to comply with clauses 20.2 to 20.9 in doing so. If the Crown or a Government Agency is the Lessee under this Lease, the Crown or any such Government Agency shall cease to be liable for the future performance of the Lessee's obligations under this Lease as from the date of any assignment or transfer of the Lessee's interest under this Lease by the Crown or any such Government Agency to the Lessor or to a third party.

- 20.2 If at any time before the expiry or earlier termination of this Lease, either party:
- (a) wishes to assign, transfer, sell or otherwise dispose (actions collectively referred to in the remainder of this clause 20 as "sell"), their interest in the Land (except as provided in clause 20.1); or
 - (b) receives an offer to purchase their interest in the Land which they wish to accept;

the party who wishes to sell ("Vendor") must immediately give written notice ("Vendor's Notice") to the other party ("Purchaser") setting out the terms on which the Vendor wishes to sell their interest in the Land, or the terms of the offer received by them for their interest (as the case may be). In the case of the Vendor's desire to sell, the 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 20.9.

- 20.3 The Purchaser will have ninety (90) Working Days after and excluding the date of receipt of the Vendor's Notice in which to exercise the Purchaser's right to purchase the Vendor's interest in the Land, by serving written notice on the Vendor accepting the offer contained in the Vendor's Notice ("Purchaser's Notice").
- 20.4 If the Purchaser does not serve the Purchaser's Notice on the Vendor in accordance with clause 20.3, then the Vendor may sell the Vendor's interest in the Land to any other person on no more favourable terms than those previously offered to the Purchaser.
- 20.5 If the Vendor wishes, or agrees, to offer more favourable terms of sale (of the Vendor's interest in the Land) than the terms contained in the Vendor's Notice, the Vendor must first re-offer its interest in the Land to the Purchaser on those terms, by written notice to the Purchaser. This offer must also 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 20.9.
- 20.6 The Purchaser will have forty (40) Working Days after and excluding the date of receipt of notice from the Vendor of the more favourable terms upon which the Vendor is then prepared to sell, in which to exercise the Purchaser's right to purchase the Vendor's interest in the Land on those more favourable terms, by serving written notice on the Vendor accepting those more favourable terms.

**PORT NICHOLSON BLOCK (TARANAKI WHANUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
LEASEBACK SCHEDULE**

- 20.7 If the Purchaser does not agree to purchase the Vendor's interest in the Land on the more favourable terms offered by the Vendor in accordance with clause 20.5, then the Vendor may sell the Vendor's interest in the Land to any other person on no more favourable terms than those offered to the Purchaser and the provisions of clauses 20.4 and 20.5 will continue to apply to any offer to sell by the Vendor.
- 20.8 On the Purchaser serving a notice at any time that the Purchaser accepts the terms upon which the Vendor wishes to sell the Vendor's interest in the Land ("Purchaser's Subsequent Notice"), the parties will be taken to have entered into a contract for the sale and purchase of the Vendor's interest in the Land on the terms offered by the Vendor and accepted by the Purchaser ("Contract").
- 20.9 The terms of the Contract will be modified as follows:
- (a) the Purchaser will be deemed to have accepted the title to the Vendor's interest in the Land;
 - (b) the provisions of the Contract under which the Purchaser has the right to requisition or object to the title to the Vendor's interest in the Land will not apply; and
 - (c) the Purchaser will not be required to complete the purchase earlier than three (3) months from the date of service of the Purchaser's Notice or the Purchaser's Subsequent Notice (as the case may be).]

21. ENTIRE AGREEMENT

- 21.1 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.

22. DIFFERENCES AND DISPUTES

- 22.1 Unless any dispute or difference is resolved by mediation or other agreement, the same will be submitted to the arbitration of two arbitrators and an umpire, unless the parties agree otherwise, who will conduct the arbitral proceedings in accordance with the Arbitration Act 1996 and any amendment to or statute passed in substitution for that Act.
- 22.2 If the arbitrators are unable to agree on an umpire, the umpire may be appointed, upon the request of either party, by the President of the New Zealand Law Society. 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.

**PORT NICHOLSON BLOCK (TARANAKI WHANUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
LEASEBACK SCHEDULE**

22.3 The procedures described in this clause will not prevent the Lessor from taking proceedings for the recovery of any rent or other moneys payable under this Lease which remain unpaid.

23. NOTICES

23.1 Any notice or document required or authorised to be given or served under this Lease must be in writing and 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 mail, or by facsimile, or by email to the address of the be notified, as set out in Schedule One, or to such other address as either party may notify to the other in writing.

23.2 Any notice or other document will be treated as given or served and received by the other party in the case of:

- (a) personal delivery, when received by the addressee;
- (b) posting by mail, three (3) Working Days after being posted to the addressee's last known address in New Zealand;
- (c) facsimile transmission, 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.

23.3 Any notice or document to be given or served under this Lease must be in writing and may be signed by:

- (a) any attorney, officer, employee or solicitor for the party serving or giving the notice; or
- (b) the party serving the notice or any other person authorised by that party.

24. PROPERTY LAW ACT 2007

24.1 The covenants and powers contained in clauses 4, 5, 6, 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.

25. [REGISTRATION OF LEASE]

25.1 The parties agree that this Lease will be granted in registrable form and 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

**PORT NICHOLSON BLOCK (TARANAKI WHANUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
LEASEBACK SCHEDULE**

Lessor consents to the Lessee caveating the computer freehold registers for the Land to protect the Lessee's interest prior to registration.

- 25.2 [Where under this Lease the Lessor is required to consent to anything that obligation shall extend to include an obligation to procure the consent of any mortgagee or chargeholder over the Lessor's interest in the Land.]

26. COSTS

- 26.1 The parties shall each pay their own costs of and incidental to the negotiation, preparation and execution of this Lease.
- 26.2 The Lessee will pay the Lessor's 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.

PORT NICHOLSON BLOCK (TARANAKI WHANUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
LEASEBACK SCHEDULE

SCHEDULE THREE

(Plan of the Land)