

THE AFFILIATE TE ARAWA IWI/HAPU

and

THE TRUSTEES OF THE TE PUMAUTAUNGA O TE ARAWA TRUST

and

THE SOVEREIGN

in right of New Zealand

**DEED TO AMEND THE DEED OF SETTLEMENT OF THE
HISTORICAL CLAIMS OF THE AFFILIATE TE ARAWA
IWI/HAPU**

DEED TO AMEND THE DEED OF SETTLEMENT

DEED TO AMEND THE DEED OF SETTLEMENT

THIS DEED is made on the [] day of [] 2008

BETWEEN

THE AFFILIATE TE ARAWA IWI/HAPU

AND

THE TRUSTEES OF THE TE PUMAUTANGA O TE ARAWA TRUST

AND

THE SOVEREIGN in right of New Zealand acting by the Minister in Charge of Treaty of Waitangi Negotiations



DEED TO AMEND THE DEED OF SETTLEMENT

BACKGROUND

- A. The Crown and the Affiliate Te Arawa Iwi/Hapu were parties to a deed of settlement dated 30 September 2006 (the "**Original Deed of Settlement**").
- B. The Te Pumautanga Trustees, by a deed of trust dated 1 December 2006, established the Te Pumautanga o Te Arawa Trust as the Governance Entity under clause 3.4 of the Original Deed of Settlement.
- C. The Te Pumautanga Trustees, as required by clause 3.5 of the Original Deed of Settlement, entered into a deed of covenant dated 1 December 2006 with the Crown.
- D. But, with the agreement of the Affiliate Te Arawa Iwi/Hapu, the Crown did not propose the Settlement Legislation (as defined in the Original Deed of Settlement) and, instead the Affiliate Te Arawa Iwi/Hapu, entered into:
- the CNI Settlement Deed with the Crown and other iwi and hapu with interests in the Central North Island Forests; and
 - a deed of settlement dated 11 June 2008 with the Crown, replacing the Original Deed of Settlement, which omits any redress relating to the Central North Island Forests and includes enhancements as recognition that the Affiliate Te Arawa Iwi/Hapu agreed to amend the Original Deed of Settlement and have their interests in the Central North Island Forests addressed through the CNI Settlement Deed.
- E. The Crown, the Te Pumautanga Trustees and the Affiliate Te Arawa Iwi/Hapu, wish to enter into this Deed to formally record in accordance with clauses 12.35.2 and 15.13 of the Deed of Settlement, certain amendments to the Deed of Settlement.

IT IS AGREED as follows:



1. EFFECTIVE DATE OF THIS DEED

1.1 This Deed takes effect when it is signed by the Parties.

2. AMENDMENTS TO THE DEED OF SETTLEMENT

2.1 The Deed of Settlement:

2.1.1 is amended by making the changes set out in Schedule 1 to this Deed; and

2.1.2 is further amended by inserting the plan and other documents described in Schedule 1 and attached in Schedule 2 to this Deed; but

2.1.3 remains unchanged except to the extent provided by this Deed.

3. DEFINITIONS AND INTERPRETATION

3.1 Unless the context otherwise requires:

"CNI Settlement Deed" means the Deed of Settlement of the Historical Claims of CNI (Central North Island) Forests Iwi Collective to the Central North Island Forests Land dated 25 June 2008, entered into by CNI (Central North Island) Forests Iwi Collective, Ngai Tuhoe, Ngati Manawa, Ngati Tuwharetoa, Ngati Whakauae, Ngati Whare, Raukawa and the Affiliate Te Arawa Iwi/Hapu and the Crown;

"Deed of Covenant" has the meaning it is given by paragraph C of the Background;

"Deed of Settlement" has the meaning it is given by paragraph D of the Background; and

"Party" means each of the Affiliate Te Arawa Iwi/Hapu, the Te Pumautanga Trustees and the Crown.

3.2 Unless the context requires otherwise:

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

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

SIGNED as a deed

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:


Honourable Dr Michael Cullen

WITNESS



Name: Rachel Heard

Occupation: Senior Private Secretary

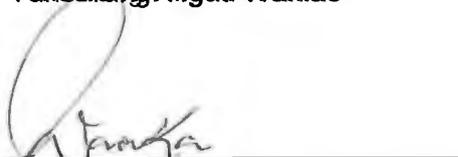
Address: Parliament Buildings,
Wellington

SIGNED for and on behalf of the **AFFILIATE TE ARAWA IWI/HAPU** by the Trustees of the Te Pumautanga o Te Arawa Trust in the presence of:


Eru George
Ngati Kea Ngati Tuara


Wikeepa Te Rangipuawhe Maika
Tuhourangi Ngati Wahiao


Anaru Rangihueua
Tuhourangi Ngati Wahiao


John Waaka
Tuhourangi Ngati Wahiao


Te Poroa Joseph Malcolm
Ngati Tarawhai

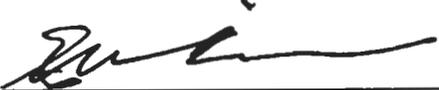




Ruka Hughes
Ngati Rongomai



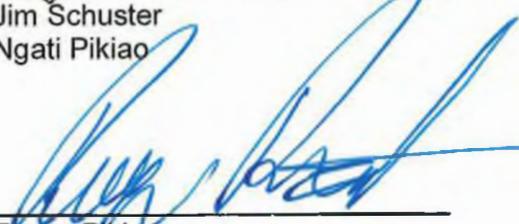
Eva Moke
Ngati Pikiao



Edwin McKinnon
Ngati Pikiao



Jim Schuster
Ngati Pikiao



Roger Pikia
Ngati Tahu – Ngati Whaoa



Te Pohehauaki Wirirangi Jones
Ngati Te Roro o Te Rangī



Fred Cookson
Ngati Uenukukopako



Mita Pirika
Ngati Tutenui


Wallace Haumaha
Ngati Ngararanui


Materoa Peni
Ngati Tura – Ngati Te Ngakau

WITNESS


Name: *NERO PANAPA*

Occupation: *MANAGER*

Address: *ROTORUA*

~~16 September 2008~~
17 October



Schedule 1

AMENDMENTS TO DEED OF SETTLEMENT

Clause or Schedule of the Deed of Settlement	Amendment to the Deed of Settlement
Subclause 2.9.5(a)	The clause reference "12.20" is deleted and replaced by clause reference "12.18.2".
New clause 2.9.5A	This clause is inserted as new clause 2.9.5A immediately after clause 2.9.5 as follows: "clause 2.9.4 applies to Roto-a-Tamaheke Reserve and Whakarewarewa Thermal Springs Reserve only from the date appointed by Order in Council under clause 10.30.2;".
Clause 6.3.2	New subclause (iv) is inserted immediately after subclause (iii) as follows: "part of the Lake Rotoiti Scenic Reserve;". Subclauses (iv) and (v) are renumbered accordingly.
Clause 9.4.3	The words "(including fish, aquatic life and seaweed)" are deleted and the words "(including in respect of fish, aquatic life, and seaweed)" are inserted after the words "property rights".
Clause 10.30.10	The clause reference "10.1.94" is deleted and replaced by clause reference "10.1.92".
Clause 10.30.32	The clause reference "10.32.28" is deleted and replaced by clause reference "10.30.31".
Clause 10.42	This clause is deleted and replaced by: "The Crown has provided additional Redress on the understanding set out in the Mediation Agreement dated 7 May 2008.".
Clause 10.43	This clause is deleted.



Clause 11.11.11	The following words are inserted after the words "Settlement Legislation": "(except the provisions in the Settlement Legislation relating to the vesting of Roto-a-Tamaheke Reserve and Whakarewarewa Thermal Springs Reserve, if those provisions come into force on a later date)".
Clause 11.20.2(a)	This subclause is deleted and replaced by: "with the approval of the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa (established under section 3 of the New Zealand Geographic Board Act); and".
Clause 11.20.2(b)	This subclause is deleted and replaced by: "in accordance with any enactment that applies to altering or assigning place names;".
Clause 11.20.5	The words "section 21(2)(b) of the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act;" are deleted and replaced by "any enactment that applies to altering or assigning place names;".
Clause 11.20.7	The words "the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act," are deleted and replaced by "any enactment that applies to altering or assigning place names,".
Clause 12.2.1(a)	The words "trust deed of the" are added after the words "provisions of the". The word "each" is deleted and replaced by "the" and all references in the Deed (excluding the Schedules) to "each Crown Forestry Licence" or to "a Crown Forestry Licence" are deleted and replaced by "the Crown Forestry Licence".
Clause 12.2.1(c)	The word "relevant" is deleted.
Clause 12.2.3	The clause reference "12.12" is deleted and replaced by clause reference "12.11".
Clauses 12.34 and 12.35	These clauses are deleted.
Clause 12.17	The word "two" is deleted and replaced by "six".



<p>Clause 12.34</p>	<p>The new subheading:</p> <p>"Public recreational access on foot and additional access"</p> <p>is inserted immediately after the heading "PUBLIC RIGHT OF WAY TO LICENSED LAND" and new clauses 12.34-12.38 are inserted immediately after the new subheading as follows:</p> <p>"12.34 The Te Pumautanga Trustees acknowledge that:</p> <p>12.34.1 pursuant to clause 6.2 of the Crown Forestry Licence and while the Crown is Licensor, the public at all times during the term of the Crown Forestry Licence, have the right to enter and use the Licensed Land for recreational purposes;</p> <p>12.34.2 subheavily, unless the Licensee expressly permits otherwise, is limited to access on foot; and</p> <p>12.34.3 the Licensee has the discretion to control subheavily and use only for reasons relating to the safety of the public or of those working on the Licensed Land or for the protection of trees, buildings, plant, equipment and related items.</p> <p>12.35 The Te Pumautanga Trustees further acknowledge that pursuant to clause 6.2 of the Crown Forestry Licence, Licensees have from time to time permitted additional public access for recreational purposes, beyond the nature of the access described in clause 12.34.2, and that this may continue during the term of the Crown Forestry Licence at the Licensee's discretion after the Settlement Date and in accordance with the Crown Forestry Licence and despite the Crown no longer being the Licensor after the Settlement Date.</p> <p>12.36 Despite beneficial ownership of the Licensed Land transferring to the Te Pumautanga Trustees on the Settlement Date, the Crown will prepare at its cost and execute as transferor and transferee an easement in gross in respect of the Licensed Land on the terms and conditions set out in Part 4 of Schedule 4 (the "Public Right of Way Easement") (subject to any variations in form necessary only to ensure its registration) and the Public Right of Way Easement will be registered immediately prior to registration of the transfer instrument for the Licensed Land.</p> <p>Easement to be created under Crown Forest Assets Act</p> <p>12.37 The Crown shall:</p> <p>12.37.1 as transferor, execute the Public Right of Way Easement by the Minister for State Owned Enterprises and the Minister of Finance under section 8 of the Crown Forest Assets Act;</p>
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	<p style="text-align: center;">and</p> <p>12.37.2 as transferee, execute the Public Right of Way Easement through the Minister of Conservation.</p> <p>Settlement Legislation</p> <p>12.38 The Settlement Legislation will provide that:</p> <p>12.38.1 the Public Right of Way Easement may be granted under section 8 of the Crown Forest Assets Act and is enforceable in accordance with its terms despite its subject matter;</p> <p>12.38.2 sections 26 and 27 of the Crown Forest Assets Act apply to any variation, renewal or cancellation under section 8(b) of that Act;</p> <p>12.38.3 the permission of a council under section 348 of the Local Government Act is not required to lay out, form, grant, or reserve a private road, private way or right of way under this section; and</p> <p>12.38.4 clause 6.2 of the Crown Forestry Licence will continue to apply despite the Crown no longer being the Licensor after the Settlement Date and for:</p> <p style="margin-left: 40px;">(a) a notification to this effect to be recorded against the computer freehold registers for the Licensed Land; and</p> <p style="margin-left: 40px;">(b) this notification to be removed (on application by the registered proprietor) on the expiry of the Crown Forestry Licence and in respect of the relevant computer freehold registers.”.</p>
<p>Clause 14.1</p>	<p>The following words are inserted after the words “Settlement Legislation”:</p> <p>“(except the provisions in the Settlement Legislation relating to the vesting of Roto-a-Tamaheke Reserve and Whakarewarewa Thermal Springs Reserve, if those provisions come into force on a later date)”.</p>
<p>Clause 15.1.5</p>	<p>The figure “\$3,800,000” is deleted and replaced by “\$4,475,000” and the word “Crown” is deleted and replaced by “agreed”.</p>



Clause 15.6.2	The following words are inserted after the words "Settlement Legislation": "(except the provisions in the Settlement Legislation relating to the vesting of Roto-a-Tamaheke Reserve and Whakarewarewa Thermal Springs Reserve, if those provisions come into force on a later date)".
Clause 15.19	The percentage and word "90% of" are deleted from the definition of "X".
Clause 16.1	The section reference for "New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa" is deleted and replaced with "section 3 New Zealand Geographic Board Act".
Clause 16.1	The following new defined term " conservation management plan " and its section reference are inserted immediately after " Conservation Board ": " conservation management plan section 2(1) Conservation Act".
Clause 16.1	The following new defined term " conservation management strategy " and its section reference are inserted immediately after " conservation management plan ": " conservation management strategy section 2(1) Conservation Act".
Clause 16.1	The following new defined term " national park management plan " and its section reference are inserted immediately after " Local Authority ": " national park management plan " section 2 National Parks Act".
Clause 16.2	The following new defined term " Public Right of Way Easement " is inserted immediately after " Pikiao Entity ": " Public Right of Way Easement " 12.36".
Clause 16.3	The definition of " Roading Network " is deleted.
Clause 16.3	The definition of " Settlement Date " is amended by inserting the following words after the word "unconditional": "except in clauses 10.13, 10.14 and 10.16 and in the forms of the leases for the Existing Lease Variation, Arikikapakapa Section 101 Lease and Whakarewarewa Thermal Springs Lease in Schedules 6-8, where Settlement Date means the date that Roto-a-Tamaheke Reserve and Whakarewarewa Thermal Springs Reserve vest under clause 10.30.2".

Clause 16.4	Reference to the "New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008" is deleted and replaced by a reference to the "New Zealand Geographic Board Act 1946" and references in the Deed to the "New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act" are deleted and replaced by references to the "New Zealand Geographic Board Act".			
Claimant Definition Schedule	This Schedule is amended by inserting the words ", Ngati Tukiterangi" between the words "Ngati Tionga" and "Ngati Tumatawera" in subclause 1.13.3(a).			
Table 4 Part 1 Schedule 2	This table is amended by deleting the figures in the "Commencement Rent" column and replacing them with the following figures:			
	Commencement Rent			
Rotokawa School	"\$16,800"			
Lynmore Primary School	"\$88,800"			
Mokoia Intermediate School/Owhata School	"\$93,000"			
Ngongotaha School	"\$33,000"			
Horohoro School	"\$9,600"			
This table is further amended by inserting the following new school at the end of the table:				
Name of Site	Location	Legal Description	Encumbrances	Commencement Rent
Lake Rotoma School	14-22 Manawahe Road, Lake Rotoma	1.5996 hectares, more or less, being Lot 1 DP 34929 and Section 5 Block X Rotoma Survey District. All computer freehold register SA900/237 and Part Gazette 1937 page 1137.	Nil	\$9,600



	<p>This table is further amended by deleting the area measurement under the "Legal Description" column for Horohoro School of "2.5238 hectares" and replacing it with "2.5243 hectares".</p>								
	<p>This table is further amended by deleting the reference under the "Legal Description" column for Ngongotaha School to "computer register SA 279/276" and replacing it with "computer freehold register SA 279/276".</p>								
Part 6 Schedule 2	<p>The form of the "Existing Lease Variation (Arikikapakapa Lease)" is amended as follows:</p> <p>(a) clause 1.1.26: the words ", as listed in the Third Schedule," are deleted;</p> <p>(b) clause 1.1.26: the last sentence is deleted;</p> <p>(c) clause 6.1: the words "as listed in the Third Schedule" are deleted; and</p> <p>(d) Third Schedule: the Third Schedule is deleted.</p>								
Table 1 Part 1 Schedule 3	<p>This table is amended by adding the following new Statutory Area at the end of the table:</p> <table border="1"> <thead> <tr> <th>Statutory Area</th> <th>Location</th> <th>Legal Description</th> </tr> </thead> <tbody> <tr> <td>Part Lake Rotoiti Scenic Reserve</td> <td>As shown on SO 410514</td> <td> <p>South Auckland Land District – Rotorua District.</p> <p>417.6496 hectares, more or less, being Section 2 SO 382301, Part Kuharua, Kuharua 1B, Lot 6 DPS 31392, Part Lot 2 DP 11082, Part Waione 3B, Part Paehinahina 1, 2 and 3, Part Rotoiti 1, 2, 3G, 3W, 4, 5A, 5B, 6 and 7A, Part Tautara, Part Taheke 2B and 3B, Rotoiti 3H, 3I and 3J, Section 1 SO 56544 and Taheke Papakainga 5B.</p> </td> </tr> </tbody> </table>			Statutory Area	Location	Legal Description	Part Lake Rotoiti Scenic Reserve	As shown on SO 410514	<p>South Auckland Land District – Rotorua District.</p> <p>417.6496 hectares, more or less, being Section 2 SO 382301, Part Kuharua, Kuharua 1B, Lot 6 DPS 31392, Part Lot 2 DP 11082, Part Waione 3B, Part Paehinahina 1, 2 and 3, Part Rotoiti 1, 2, 3G, 3W, 4, 5A, 5B, 6 and 7A, Part Tautara, Part Taheke 2B and 3B, Rotoiti 3H, 3I and 3J, Section 1 SO 56544 and Taheke Papakainga 5B.</p>
Statutory Area	Location	Legal Description							
Part Lake Rotoiti Scenic Reserve	As shown on SO 410514	<p>South Auckland Land District – Rotorua District.</p> <p>417.6496 hectares, more or less, being Section 2 SO 382301, Part Kuharua, Kuharua 1B, Lot 6 DPS 31392, Part Lot 2 DP 11082, Part Waione 3B, Part Paehinahina 1, 2 and 3, Part Rotoiti 1, 2, 3G, 3W, 4, 5A, 5B, 6 and 7A, Part Tautara, Part Taheke 2B and 3B, Rotoiti 3H, 3I and 3J, Section 1 SO 56544 and Taheke Papakainga 5B.</p>							
Part 2 Schedule 3	<p>A new Statement of Association, for Part Lake Rotoiti Scenic Reserve, attached as Part 2 of Schedule 2 of this Deed, is inserted in Part 2 of Schedule 3.</p>								
New Part 4 Schedule 4	<p>A new Part 4 is inserted and is named "Public Right of Way Easement" and the form of easement, attached as Part 1 of Schedule 2 of this Deed, is inserted in new Part 4 of Schedule 4.</p>								



Schedule 7	SO Plan 410514, for Part Lake Rotoiti Scenic Reserve, attached as Part 3 of Schedule 2 of this Deed, is inserted in Schedule 7.
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Schedule 2

NEW DOCUMENTS IN DEED OF SETTLEMENT

Part 1: Public Right of Way Easement

1. DEFINITIONS AND CONSTRUCTION

1.1 Definitions

In this Easement Instrument, unless the context otherwise requires:

“Crown Forestry Licence” means the Crown Forestry Licence in computer interest register [] between Her Majesty the Queen and the Licensee;

“Land” means the land described in the Schedule and includes any part thereof;

“Licensee” means [] and also includes the assignees from time to time of the Licensee’s interest under the Crown Forestry Licence;

“Occupier” means the Transferor and the Transferor’s lessees, licensees and other occupiers;

“Transferee” also includes members of the general public; and

“Transferor” also includes the Transferor’s successors in title of the Land.

1.2 Construction

In the construction of this Easement Instrument unless the context otherwise requires:

- (a) the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Easement Instrument;
- (b) references to clauses and the Schedule are to the clauses and the schedule of this Easement Instrument; and
- (c) the singular includes the plural and vice versa, and words importing any gender include the other genders.

2 GRANT OF ACCESS RIGHTS

Subject to clause 4, the Transferor grants to the Transferee the free full right, liberty and licence to go and repass over and along the Land, on foot, for recreational purposes, provided that the Occupier may close or otherwise control the entry and the use of the Land only for reasons relating to:

- (a) the safety of the public or of those working on the Land;

- (b) the protection of the trees, buildings, plant, equipment and related items on the Land; or
- (c) the protection of a registered whāitapu or a whāitapu area within the meaning of the Historic Places Act 1993.

3 ACKNOWLEDGEMENT

The Transferee and the Transferor acknowledge that:

- (a) the Land is subject to the Crown Forestry Licence;
- (b) during the term of the Crown Forestry Licence, clause 622 of the Crown Forestry Licence allows the public to enter and use the Land for recreational purposes pursuant to [clause [] of the Affiliate Te Arawa Iwi and Hapu Claims Settlement Bill].

4 ACCESS RIGHTS DELAYED

Notwithstanding clause 2 of this Easement Instrument:

- (a) the access rights granted under this Easement Instrument cannot be exercised in respect of any part of the Land until the Crown Forestry Licence in relation to that part of the Land ends (whether by expiry, cancellation or termination or any other reason);
- (b) the access rights will be effective immediately in relation to that part of the Land on such end of the Crown Forestry Licence; and
- (c) to the intent that when the Crown Forestry Licence no longer applies to the whole of the Land, subject to any closure or control measures for the purposes set out in paragraphs (a) to (c) of clause 2, the access rights may be exercised over all of the Land.

5 OCCUPIER NOT REQUIRED TO MAINTAIN ROAD

Nothing in this Easement Instrument requires the Occupier to maintain any road, track or other accessway on the Land.

EXECUTION

[]



SCHEDULE

LAND

[Insert computer freehold register and legal description for the land subject to this easement.

Note: There will be one easement for the block of land subject to each Crown Forestry Licence]



Part 2: Form of Statement of Association for Part Lake Rotoiti Scenic Reserve

Statutory Area	Location
Part Lake Rotoiti Scenic Reserve	SO 410514

The following Statement of Association by the Affiliate Te Arawa Iwi/Hapu applies to the above Statutory Area.

This reserve is situated around the shores of Lake Rotoiti and Lake Rotoehu within the traditional 'Rohe Potae' of a confederation of Hapu referred to collectively as Ngati Pikiao. The area contains many sacred sites of the confederation of Ngati Pikiao as the well known Rotorua historian Don Stafford has stated:

"We can be forever grateful that in 1920 [sic] the Ngati Pikiao people set aside an enormous area in lake-edge and other reserves for the benefit of all. Such generosity has preserved not only the beauty of the whole area, but with it far more of its history than would otherwise be the case.¹"

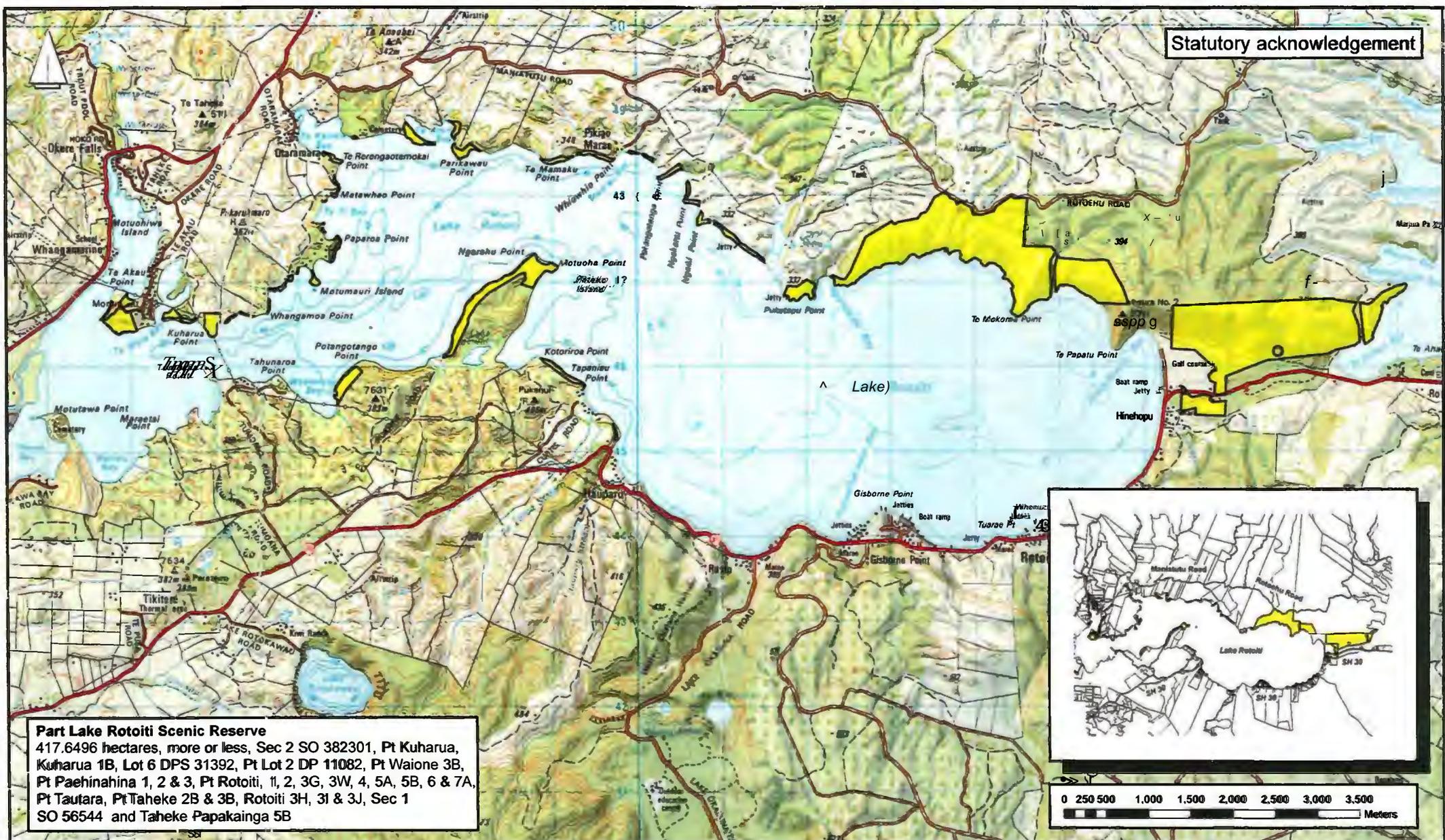
Ngati Pikiao acknowledges that Ngati Te Rangiunuora can claim interests in all the reserve sites including the sacred Maunga Matawhaura which is situated in the furthest eastern corner of Lake Rotoiti. Matawhaura is referred to in a pepeha (proverb) unique to the people of Ngati Pikiao and their affiliate hapu. The words "Ko Matawhaura te maunga" will be heard when men of Ngati Pikiao introduce themselves at the beginning of their whaikorero on the marae, and is used to identify the speaker's rohe (area) in pepeha form.

¹ Stafford Landmarks of Te Arawa Vol 2 Pg 11 "Introduction"

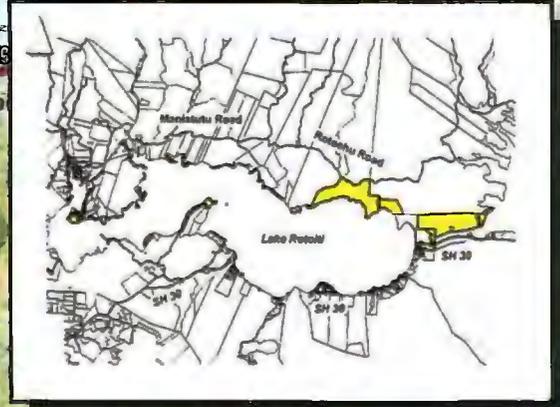
Part 3: SO Plan 410514 for Part Lake Rotoiti Scenic Reserve



Statutory acknowledgement



Part Lake Rotoiti Scenic Reserve
 417.6496 hectares, more or less, Sec 2 SO 382301, Pt Kuharua, Kuharua 1B, Lot 6 DPS 31392, Pt Lot 2 DP 11082, Pt Waione 3B, Pt Paehinahina 1, 2 & 3, Pt Rotoiti, 1, 2, 3G, 3W, 4, 5A, 5B, 6 & 7A, Pt Tautara, Pt Taheke 2B & 3B, Rotoiti 3H, 3I & 3J, Sec 1 SO 56544 and Taheke Papakainga 5B



South Auckland Land District
 Territorial Authority: Rotorua District
 Boundaries are indicative only
 Grid lines are at 1000 metres



Part Lake Rotoiti Scenic Reserve

Areas referred to in the Deed of Settlement between the Affiliate Te Arawa Iwi/Hapu and the Crown

Approved as to boundaries:
E. E. H. H.
 forward on behalf of the Affiliate Te Arawa Iwi/Hapu
[Signature]
 for and on behalf of the Crown

SO 410514