

TE RŪNANGA O NGĀTI RĒHIA TRUST

me

and

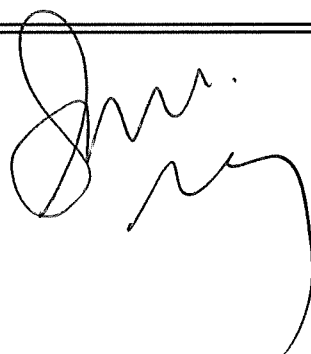
TE KARAUNA

THE CROWN

TUHINGA WHAKAAE O TE TUKU TŌMUA O KORORIPO PĀ

DEED OF ON-ACCOUNT VESTING OF KORORIPO PĀ

[Rā]
[Date]



NGĀ IHIRANGI

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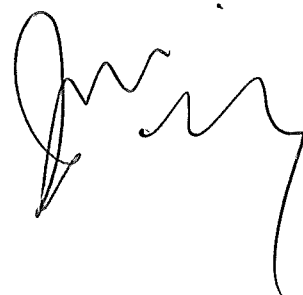
TUHINGA WHAKAAE O TE TUKU TŌMUA O KORORIPO PĀ
DEED OF ON-ACCOUNT VESTING OF KORORIPO PĀ

*PEPA KIA WAITOHUA MĀ TE WHAKAATU ATU KI A NGĀTI RĒHIA, HEI WHAKAMANA
INITIALLING VERSION FOR PRESENTATION TO NGĀTI RĒHIA FOR WHAKAMANA*

TUHINGA WHAKAAE O TE TUKU TŌMUA O KORORIPO PĀ
DEED OF ON-ACCOUNT VESTING OF KORORIPO PĀ

KO TĒNEI TUHINGA WHAKAAE kei waenga i
TE RŪNANGA O NGĀTI RĒHIA TRUST
me
TE KARAUNA

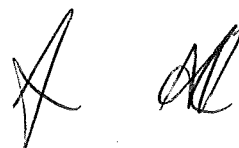
THIS DEED is made between
TE RŪNANGA O NGĀTI RĒHIA TRUST
and
THE CROWN



1 TE HOROPAKI

KORORIPO PĀ ME NGĀTI RĒHIA

- 1.1 He wāhi hirahira a Kororipo Pā ki ngā hapū o Ngāpuhi. Koia ko te tini o ōna hononga hītorīa, hononga ahurea, me ōna hiranga porotēhi me ngā pakanga nui o ngā hapū o Ngāpuhi. Ki te pūtake o Te Awa o Ngā Rangatira, ki Kerikeri, i mātāmua ai a Kororipo Pā hei wāhi tiaki whenua, tiaki tāngata, hoinō, hei kaupare i te hoariri o uta, o tai anō hoki. Koia te wāhi huihui ai ngā rangatira katoa o Ngāpuhi me ētahi atu hapū mō ngā porotiki o te wā, he wāhi whakarauika anō hoki i mua i te pakanga.
- 1.2 Ko ngā hapū katoa o Ngāpuhi e whai patanga ai ki te pā nei, he whanaunga, he hononga nui ō rātou ki a rātou. Ko ēnei hononga ki te pā, ā, rātou ki a rātou, ka ū ki ngā tikanga Māori, ā, ka pūmautia ā mohoa noa nei.
- 1.3 I meatia e James Kemp, mihingare nō Piritānia, nāna te whenua i hoko i te tau 1838, ā tae ana ki te wāhi tū ai a Kororipo Pā; I roto i ngā tau whai muri mai, i whakamāramatia ai tēnei hokotanga, ko te Old Land Claim 34/579. I tukuna e te Komihana Old Land Claims o te tau 1843, te taitara o te wāhi ki a James Kemp engari rā, ko tēnei taitara, koia hoki i karangahia, ā i whakakorengia i roto i ngā tau. Whai muri mai i te komihana tuarua i te tau 1859, i te 27 o Oketopa, i tukuna e te Karauna tētahi karāti mō Kororipo Pā ki a Kemp. Kua werohia e Ngāpuhi tēnei hokotanga atu me te tukanga, te karāti rāini, katoa katoa ngā mahi kua mana ai tēnei hokotanga atu. Ko Ngāpuhi e whakahē ana i tēnei hokotanga atu me te kī atu, kīhai tēnei hokotanga i hua ai, kīhai i whai wāhi kia hua ake ai.
- 1.4 Nō reira, kua werohia e Ngāpuhi te hunga katoa kua hoko i te pā, tae ana ki te tukutanga atu o te whenua ki te Karauna i te tau 1957, i te 24 o Mei. I tōna hiranga ki ngā hapū o Ngāpuhi, kua roa rātou e kaha wero ana kia whakahokia te pā ki a Ngāpuhi. Kua hia tekau tau e werohia ana e Ngāpuhi tēnei take, me ngā tini kāwanatanga, ngā āpiha Karauna, ngā tari Karauna, te Native Land Court, me ngā kaupupuri whenua motuhake.
- 1.5 Hāunga ēnei tohe kaupupuri whenua, e ū tonu ana a Ngāti Rēhia me Ngāpuhi ki ō rātou haepapa kaitiakitanga o te pā, ā mohoa noa nei.
- 1.6 I te tau 1994, i te 13 o Pēpuere, i karangahia he hui Ngāpuhi ki Whitiara Marae, ki Te Tii, wānanga tahi ai mō Kororipo Pā. Ka whakatauhia e taua hui o ngā Rangatira o Ngāpuhi ko Ngāti Rēhia te hapū kaitiaki o te rohe o Kerikeri, hoinō, o Kororipo Pā.
- 1.7 Nō reira, i te tau 1995, i tonoa e Tuau Ahiroa Kemp, mā Ngāti Rēhia me Ngā Hapū me ngā Whānau o Ngāpuhi Nui Tonu, te Wai 492 (kerēme Kororipo Pā) ki te Taraipunara o Waitangi, e kōrero ana mō te tuku o Kororipo Pā ki ngā kaupupuri whenua motuhake, me te Old Land Claims 34/597. E rua anō ngā kerēme, ko Wai 1131 (Kororipo Pā Land Alienation Claim) me Wai 1247 (Kororipo Lands and Resources Claim) i tonoa hoki ēnei ki te Karauna i raro i te Treaty of Waitangi Act 1975, e wero ana i ngā tūkinotanga o te Karauna mō Kororipo Pā. Ko ngā kerēme e 3 nei, i rangona e te Taraipunara o Waitangi ki Te Paparahi o te Raki (Wai 1040). Koia i werohia kia whakahokia te pā ki a Ngāpuhi.
- 1.8 I whakatū ai Te Rūnanga o Ngāti Rēhia Trust i te tau 2002, whakarāpopoto nei, i āna mahi, kia ārahi, kia kōkiri anō hoki i ngā tini kaupapa o Ngāti Rēhia. Ka mutu, ko tētahi pānga ōna, hei whakakanohi i a Ngāti Rēhia ki roto i ngā take Tiriti o Waitangi, tae ana ki ngā take mō Kororipo Pā.



- 1.9 I te Oketopa, i te tau 2004, ki te hui i tū ki Kororipo Pā, i whakamanahia ai te tautoko o mua, i te Kerēme Wai 492 o Tuau Ahiora Kemp, me te tū a Ngāti Rēhia hei kaikōrero, hei kaitiaki anō hoki mō te rohe o Kerikeri.
- 1.10 I te tau 2005, i rēhita ai a Kororipo Pā hei wāhi tapu, ki te rārangi whenua tapu o te Rēhita o New Zealand Historic Places Trust.
- 1.11 I te tau 2008, i te 26 o Hūrae, i tū tētahi hui o Ngāpuhi whānui ki Whitiara Marae. Ki reira whakaū anō ai te tautoko o Ngāpuhi whānui ki a Ngāti Rēhia kia whakahokia a Kororipo Pā.
- 1.12 I te tau 2015, i kōrero tahi a Te Rūnanga o Ngāti Rēhia Trust me te Papa Atawhai mō te whakahokitanga o Kororipo Pā ki a Ngāti Rēhia, ā, mā Ngāpuhi.
- 1.13 I te tau 2020, i te Akuhata, i tuku inoi atu a Ngāti Rēhia ki te Karauna kia whakaarohia te whakahokitanga o Kororipo Pā ki a Ngāti Rēhia, mā ngā hapū o Ngāpuhi, i roto i te pono, ā kia whai patanga mō tēnei take.
- 1.14 I te tau 2022, i te 22 o Akuhata, i pōwhirita e te Karauna i Te Rūnanga o Ngāti Rēhia Trust kia tīmata ōkawa ngā whiriwhiri kōrero mō te tukutanga tōmuatanga torohū o Kororipo Pā Historic Reserve. I whakaae Te Rūnanga o Ngāti Rēhia Trust ki tērā tono.
- 1.15 I te tau 2022, i te 29 o Noema, i karangahia he hui Ngāpuhi wānanga ai i te whakahokitanga tōmuatanga torohū o Kororipo Pā ki a Ngāpuhi. Ki taua hui, i whakaū anō ai te whakatau i whakatauhia ki te hui i tū i te tau 1994, i te Pēpuere ki Whitiara. Ko taua whakatau e mea ana, ko Ngāti Rēhia ngā kaitiaki o Kororipo Pā, ā, ko Ngāti Rēhia anō e ārahi ana, mā Te Rūnanga o Ngāti Rēhia Trust, i te noho ngātahi ki te Karauna, mō te whakahokitanga o Kororipo Pā.
- 1.16 I te tau 2023, i te 2 o Pēpuere, i Te Ahurea, Kerikeri, i mana ai ngā tikanga whakahaere tūhono i waenga i Te Rūnanga o Ngāti Rēhia Trust me te Karauna e pā ana ki a Kororipo Pā.
- 1.17 I te tau 2024, i te 3 o Tīhema, hoinō, hei tohu i te pono o ngā whiriwhiri kōrero i waenga i ngā rōpū, i tuku te Karauna i te whakatau ōkawa kia whakahoki a Kororipo Pā ki a Ngāti Rēhia, ko ngā kaitiaki, arā mā Ngāpuhi. Ko tā te whakatau, ka tuku "tōmua" a Kororipo Pā i te tūturutanga o te whakataunga take Tiriti matawhānui mō Ngāpuhi e heke mai nei. I mihia e te Karauna te tū roa o Ngāti Rēhia hei kaitiaki o Kororipo Pā, arā, mā Ngāpuhi.
- 1.18 I te tau 2024, i te 3 o Tīhema, i whakaae a Ngāti Rēhia ki te tuku o te Karauna.
- 1.19 Hei whakaū i te mana o te reo Māori, i tono a Ngāti Rēhia, ā i whakaae ngā rōpū kia reo rua te Tuhinga Whakaae o te Tuku Tōmua, ko te reo Māori me te reo Pākehā.
- 1.20 I whakahaerehia ēnei noho ngātahitanga i roto i te pono. I te [whakahaua te rā] i waitohu Te Rūnanga o Ngāti Rēhia Trust me te Karauna i te Tuhinga Whakaae o te Tuku Tōmua.

WHAKAMANA ME NGĀ WHAKAAETANGA

- 1.21 [Nō te waitohutanga o te tuhinga whakaae o te Tuku Tōmua, mā te whakamana, kua whakaae a Ngāti Rēhia –

1.21.1 i tēnei tuhinga whakaae; me

- 1.21.2 tana hainatanga e ngā tarahitī o Te Rūnanga o Ngāti Rēhia Trust; ka mutu
- 1.21.3 kia noho Te Rūnanga o Ngāti Rēhia Trust hei rōpū whakahaere mō te wāhi tawhito o Kororipo Pā Wāhi Tawhito.]
- 1.22 Ka tutuki ai te whakamana, koia kei te whiti [1.21], mā te whakaaetanga o te nuinga o te hunga ka tae ki te hui whakamana.
- 1.23 I whakaae Te Rūnanga o Ngāti Rēhia Trust kia uru, kia ū hoki ki tēnei tuhinga whakaae, mā te whakaaetanga o te nuinga o ngā tarahitī i te hui motuhake i tū i te [whakaurua te rā].
- 1.24 E mākona ana te Karauna –
- 1.24.1 ki te whakamana me ngā whakaaetanga i tohua ai e Ngāti Rēhia, i roto i te whiti [1.21]; ka mutu
- 1.24.2 te whakaaetanga o Te Rūnanga o Ngāti Rēhia Trust i roto i te whiti [1.23].

WHAKAAETANGA

- 1.25 Nō reira, e whakaae ana ngā rōpū kia tukuna atu a Kororipo Pā ki Te Rūnanga o Ngāti Rēhia Trust, ki raro i ngā whakamāramatanga o tēnei tuhinga whakaae.

1 BACKGROUND

KORORIPO PĀ AND NGĀTI RĒHIA

- 1.1 Kororipo Pā is a site of cultural and historical significance to ngā hapū o Ngāpuhi, as a wāhi tapu, and is significant to the political and war history of ngā hapū o Ngāpuhi. Based at the head of Te Awa o Ngā Rangatira, Kerikeri, Kororipo Pā was strategically located to protect land and people from landward and seaward threats and was the meeting place for all the Ngāpuhi rangatira to hold counsel with other hapū on important political issues, and to assemble before going to war.
- 1.2 All of ngā hapū o Ngāpuhi connected to the pā are interrelated and have strong kinship connections. Their relationships to the pā and to one another continue to be maintained to this day in accordance with tikanga Māori.
- 1.3 British missionary James Kemp claimed he purchased land in 1838 that included the Kororipo Pā site, a transaction later classified as Old Land Claim 34/579. The Old Land Claims Commission of 1843 granted title to the site to James Kemp. However, that title was later called in and cancelled. After a second commission, the Crown issued Kemp a grant for Kororipo Pā on 27 October 1859. Ngāpuhi hapū have challenged this transaction and any process or grant that has purported to validate it, rejecting that the sale transaction ever took place or could have taken place.
- 1.4 Consequently, Ngāpuhi hapū have challenged all successive ownership transactions of the pā, including the transfer of the land to the Crown on 24 May 1957. Because of its significance to ngā hapū o Ngāpuhi they have consistently sought the return of the pā to Ngāpuhi. Ngāpuhi hapū have consistently pursued this matter over the decades with



successive governments, Crown officials, Crown agencies, the Native Land Court, and the private owners.

- 1.5 Despite these ownership disputes, Ngāti Rēhia, and Ngāpuhi hapū more broadly, have continued to uphold their kaitiakitanga obligations to the pā to this day.
- 1.6 On 13 February 1994, a hui of Ngāpuhi was called at Whitiara Marae, Te Tii to discuss Kororipo Pā. At that hui, Ngāpuhi rangatira confirmed Ngāti Rēhia to be the hapū kaitiaki of the Kerikeri area and therefore of Kororipo Pā.
- 1.7 Accordingly, in 1995, Tuau Ahiora Kemp, on behalf of Ngāti Rēhia and Ngā Hapū me ngā Whānau o Ngāpuhi Nui Tonu, lodged the Wai 492 (the Kororipo Pā Claim) with the Waitangi Tribunal concerning the passage of Kororipo Pā into private ownership and the Old Land Claim 34/597. 2 other claims, Wai 1131 (the Kororipo Pā Land Alienation Claim) and Wai 1247 (the Kororipo Lands and Resources Claim), were also lodged against the Crown under the Treaty of Waitangi Act 1975, raising grievances against the Crown concerning Kororipo Pā. All 3 claims were heard in the Te Paparahi o te Raki (Wai 1040) Waitangi Tribunal inquiry and sought the return of the pā to Ngāpuhi.
- 1.8 A trust was established in 2002 to, in summary, serve and further the interests of Ngāti Rēhia. To that end, one of the roles of the Te Rūnanga o Ngāti Rēhia Trust includes representing Ngāti Rēhia in Tiriti o Waitangi matters, including matters regarding Kororipo Pā.
- 1.9 In October 2004, a hui held at Kororipo Pā endorsed earlier support for Tuau Ahiora Kemp's Wai 492 claim and Ngāti Rēhia as kaikōrero and kaitiaki for the Kerikeri area.
- 1.10 In 2005, the Kororipo Pā site was registered as a wāhi tapu area on the New Zealand Historic Places Trust Register.
- 1.11 On 26 July 2008, Ngāpuhi-wide support for Ngāti Rēhia to seek the return of Kororipo Pā was reconfirmed at a Ngāpuhi-wide hui held at Whitiara Marae.
- 1.12 In 2015, Te Rūnanga o Ngāti Rēhia Trust and the Department of Conservation held discussions regarding the return of Kororipo Pā to Ngāti Rēhia on behalf of Ngāpuhi.
- 1.13 In August 2020, Ngāti Rēhia requested that the Crown consider returning Kororipo Pā to Ngāti Rēhia on behalf of ngā hapū o Ngāpuhi as an act of good faith and sought engagement on this matter.
- 1.14 On 22 August 2022, the Crown invited Te Rūnanga o Ngāti Rēhia Trust to formally engage in negotiations about the potential early transfer of Kororipo Pa Historic Reserve. Te Rūnanga o Ngāti Rēhia Trust accepted that invitation.
- 1.15 On 29 November 2022, a hui of Ngāpuhi was called to discuss the potential early return of Kororipo Pā to Ngāpuhi. The hui reconfirmed the decisions made at the February 1994 hui held at Whitiara Marae that Ngāti Rēhia is the kaitiaki of Kororipo Pā and for Ngāti Rēhia, through Te Rūnanga o Ngāti Rēhia Trust, to lead the engagement with the Crown for the return of Kororipo Pā.
- 1.16 On 2 February 2023, Te Rūnanga o Ngāti Rēhia Trust and the Crown executed terms of engagement in relation to Kororipo Pā at Te Ahurea, Kerikeri.



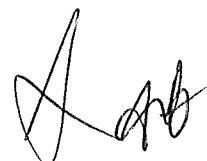
- 1.17 On 3 December 2024, as a sign of good faith and in recognition of the negotiations that had taken place between the parties, the Crown made a formal offer for the return of Kororipo Pā to Ngāti Rēhia as kaitiaki, on behalf of Ngāpuhi. The offer proposed Kororipo Pā would be transferred “on-account” of a future comprehensive Ngāpuhi Treaty settlement. The Crown acknowledged the longstanding role of Ngāti Rēhia as kaitiaki of Kororipo Pā on behalf of Ngāpuhi.
- 1.18 Ngāti Rēhia accepted the Crown’s offer on 3 December 2024.
- 1.19 To uphold the mana of te reo Māori, Ngāti Rēhia sought, and the parties have agreed, the deed of on-account vesting is to be in te reo Māori and English.
- 1.20 These engagements were undertaken in good faith and on [insert date] Te Rūnanga o Ngāti Rēhia Trust and the Crown initialled a deed of on-account vesting

WHAKAMANA AND APPROVALS

- 1.21 [Ngāti Rēhia have, since the initialling of the deed of on-account vesting, by whakamana approved –
- 1.21.1 this deed; and
 - 1.21.2 its signing by the trustees of Te Rūnanga o Ngāti Rēhia Trust; and
 - 1.21.3 Te Rūnanga o Ngāti Rēhia Trust as the administering body for the historic reserve over Kororipo Pā.]
- 1.22 Whakamana referred to in clause [1.21] is achieved by general agreement of attendees at the whakamana hui.
- 1.23 Te Rūnanga o Ngāti Rēhia Trust approved entering into, and complying with, this deed by resolution of Te Rūnanga o Ngāti Rēhia Trust during a special meeting held on [date].
- 1.24 The Crown is satisfied –
- 1.24.1 with the whakamana and approvals of Ngāti Rēhia referred to in clause [1.21]; and
 - 1.24.2 with Te Rūnanga o Ngāti Rēhia Trust’s approval referred to in clause [1.23].

AGREEMENT

- 1.25 Therefore, the parties agree that Kororipo Pā is vested in Te Rūnanga o Ngāti Rēhia Trust on the terms of this deed.



2 TE TUKUTANGA O KORORIPO PĀ

TE TUKU

- 2.1 Ka tuku te ture tuku, tōmua i te whakataunga take Tiriti matawhānui mō Ngāpuhi, ki Te Rūnanga o Ngāti Rēhia Trust i te rā tuku, i te pānga angiangi o Kororipo Pā (he wāhanga o Kororipo Pa Historic Reserve) hei wāhi tawhito. Ko Te Rūnanga o Ngāti Rēhia Trust te tira whakahaere.
- 2.2 Me ū a Kororipo Pā ki –
- 2.2.1 ngā āhuatanga e rārangi mai ana i te āpitihanga o te pire tuku hukihuki; me
- 2.2.2 ngā āhuatanga o te tuku kei –
- (a) ngā wehenga [12] ki te wehenga [25] o te pire tuku; me
- (b) ngā wāhanga 1 me te 2 o te āpitihanga; ka mutu
- 2.2.3 ngā kawenga taumaha, me ētahi atu tuhinga raini –
- (c) e whakamanahia ai e te ture tuku; ka mutu
- (d) koia kua tohua e te āpitihanga o te pire tuku hukihuki.

WHAKAHAERE

- 2.3 E whakaae ana a Te Papa Atawhai me Te Rūnanga o Ngāti Rēhia Trust kia hainatia he whakaaetanga whakahaere hei tā te wāhanga 4 o te āpitihanga i te rā, kia tae rānō ki te rā tuku i te mana.
- 2.4 Ko te tikanga o te whakaaetanga whakahaere kia whakarite me pēhea a Te Papa Atawhai e tautoko nei i Te Rūnanga o Ngāti Rēhia Trust mā ngā ratonga whakahaere, mō te rima tau whai muri mai i te rā tuku, hoinō, mō tētahi atu wā ka whakaaetia.

2 VESTING OF KORORIPO PĀ

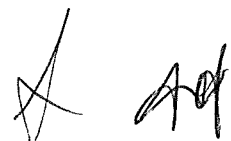
VESTING

- 2.1 The vesting legislation will, on-account of a comprehensive Ngāpuhi Treaty settlement, vest in Te Rūnanga o Ngāti Rēhia Trust on the vesting date the fee simple estate in Kororipo Pā (being part of Kororipo Pa Historic Reserve) as an historic reserve, with Te Rūnanga o Ngāti Rēhia Trust as the administering body.
- 2.2 Kororipo Pā is to be –
- 2.2.1 as described in the schedule of the draft vesting bill; and
- 1.1.2 vested on the terms provided by –

- (a) sections [12] to [25] of the draft vesting bill; and
 - (b) parts 1 and 2 of the schedule; and
- 2.2.3 subject to any encumbrances, or other documentation –
- (e) required by the vesting legislation; and
 - (f) in particular, referred to by the schedule of the draft vesting bill.

MANAGEMENT

- 2.3 The Department of Conservation and Te Rūnanga o Ngāti Rēhia Trust agree to sign a management agreement in the form set out in part 4 of the schedule by or on the vesting date.
- 2.4 The purpose of the management agreement is to set out how the Department of Conservation will provide management services to support Te Rūnanga o Ngāti Rēhia Trust for a period of 5 years from the vesting date and any further period as agreed.



3 TE TURE TUKU, NGĀ HERENGA ME TE WHAKAKORENGA

TE TURE TUKU

[Hei whakamōhio: "ko te pire hukihuki kua whakaurungia ki te āpitihanga mō te waitohutanga EHARA i te pire tuku hukihuki; he pepa tārewa kāhore anō kia whakaaetia e ngā rōpū kia noho hei pire tuku hukihuki. Me kua tēnei pepa waitohu e whakaatu atu hei whakamana i mua i te whakaaetanga a ngā rōpū ki te hanga o te pire, ā, me whakahou kia mana ai taua whakaaetanga i mua i te whakaatu atu hei whakamana.]

- 3.1 Me whakarite te Karauna i te pire kia whakatakohotia ki te Whare Pāremata.
- 3.2 Ka aro te ture tuku ki ngā kaupapa katoa e mana ai tēnei tuhinga whakaae i roto i te ture.
- 3.3 Ko te pire tuku hukihuki e rite ana kia whakatakotohia ki te Whare Pāremata –
 - 3.3.1 me ū ki ngā tikanga me ngā ritenga o Te Tari Tohutohu Pāremata mō ngā Pire Kāwanatanga, me ngā whakaritenga o te Whare Whakature me whai i raro i ngā Tuhinga Tohutohu, ngā whakatau a te kaikōrero, me ngā tikanga; ka mutu
 - 3.3.2 me waihanga ki tētahi momo tuhinga e pai ana ki Te Rūnanga o Ngāti Rēhia Trust me te Karauna.
- 3.4 Me tautoko Te Rūnanga o Ngāti Rēhia Trust i te haerenga o te pire tuku hukihuki ki roto i a Pāremata.


HEIPUTANGA TUHINGA WHAKAAE

- 3.5 Ka kōkiri tēnei tuhinga whakaae pēnā ka mana ai te ture tuku.
- 3.6 Heoi anō, ko ngā whakaritenga o tēnei tuhinga whakaae e whai ake nei, ka mana i te wā o te hainatanga:
 - 3.6.1 whiti [0] ki [0]; ka mutu
 - 3.6.2 wāhanga 4.

NGĀ PĀNGA O TĒNEI TUHINGA WHAKAAE

- 3.7 Tēnei tuhinga whakaae –
 - 3.7.1 he "whakahāweatanga kore" tae rāno ki te wā ka herekore; ka mutu
 - 3.7.2 kia kua e tukua hei taunakitanga i roto i ngā whakahaerenga ki te kōti, ki mua raini i te Taraipiunara o Waitangi, ki tētahi atu tira ture, taraipiunara raini.
- 3.8 Kāhore te whiti [3.7.2] e whakakāhore i te mana ā-ture o te kōti, o te taraipiunara, o tētahi atu tira ture raini i roto i te whakamārama me te whakamana o tēnei tuhinga whakaae.

WHAKAKORENGA



- 3.9 E āhei ana te Karauna, Te Rūnanga o Ngāti Rēhia Trust raini te whakakore i tēnei tuhinga whakaae mā te whakamōhio atu ki tērā atu, pēnā –
- 3.9.1 kāhore anō te ture tuku kia mana i roto i ngā marama [kua e iti iho i ngā marama 30] whai muri i te rā ka mana te tuhinga whakaae; ka mutu
- 3.9.2 kua tuku te rōpū whakakore ki tērā atu rōpū te takunetanga ki te whakakore, i ngā rangi mahi e 40, nui ake raini.
- 3.10 Pēnā ka whakakorehia tēnei tuhinga whakaae i runga anō i ōna whakaritenga –
- 3.10.1 kua mutu tēnei tuhinga whakaae; ka mutu
- 3.10.2 hāunga tēnei whiti, kāhore ētahi mōtika, ētahi here raini e puta ake i tēnei tuhinga whakaae; ka mutu
- 3.10.3 ka noho "whakahāweatanga kore" tēnei tuhinga whakaae.

3 LEGISLATION, CONDITIONS AND TERMINATION

VESTING LEGISLATION

[NOTE: the draft bill included in the schedule for initialling purposes is NOT the draft vesting bill; it is a provisional version that has not yet been agreed by the parties as being the draft vesting bill. This initialling version is not to be presented for whakamana until both parties have agreed the form of the bill and is to be amended to the extent necessary to give effect to that agreement before presentation for whakamana.]

- 3.1 The Crown must propose the draft vesting bill for introduction to the House of Representatives.
- 3.2 The vesting legislation will provide for all matters for which legislation is required to give effect to this deed.
- 3.3 The draft vesting bill proposed for introduction to the House of Representatives –
- 3.3.1 must comply with the drafting standards and conventions of the Parliamentary Counsel Office for Government Bills, as well as the requirements of the Legislature under Standing Orders, Speakers' Rulings, and conventions; and
- 3.3.2 must be in a form that is satisfactory to Te Rūnanga o Ngāti Rēhia Trust and the Crown.
- 3.4 Te Rūnanga o Ngāti Rēhia Trust must support the passage of the draft vesting bill through Parliament.

DEED CONDITIONAL

- 3.5 This deed is conditional on the vesting legislation coming into force.



3.6 However, the following provisions of this deed are binding on its signing:

3.6.1 clauses **0 to 0**; and

3.6.2 part 4.

EFFECT OF THIS DEED

3.7 This deed –

3.7.1 is “without prejudice” until it becomes unconditional; and

3.7.2 may not be used as evidence in proceedings before, or presented to, the Waitangi Tribunal, any court, or any other judicial body or tribunal.

3.8 Clause **0** does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed.

TERMINATION

3.9 The Crown or Te Rūnanga o Ngāti Rēhia Trust may terminate this deed, by notice to the other, if –

3.9.1 the vesting legislation has not come into force within **[minimum of 30 months]** months after the date of this deed; and

3.9.1 the terminating party has given the other party at least 40 working days' notice of an intention to terminate.

3.10 If this deed is terminated in accordance with its provisions –

3.10.1 this deed is at an end; and

3.10.2 subject to this clause, this deed does not give rise to any rights or obligations; and

3.10.3 this deed remains “without prejudice”.



4 NGĀ TAUTUHINGA ME NGĀ WHAKAMĀRAMATANGA

TĀKE

- 4.1 Kei te wāhanga 3 o te āpitihanga ngā whakaritenga e hāngai ana ki ngā ārai pūnama tāke o te Karauna mō te tukutanga o Kororipo Pā.

PĀNUI

- 4.2 Ko tētahi pānui i raro i tēnei tuhinga whakaae, me –

4.2.1 whai tuhinga; ā

4.2.2 whai hainatanga nā tētahi tangata whai mana, ētahi tangata whai mana raini;

4.2.3 tohu ki te wāhi noho, ki te ĩmēra raini o te tangata kaiwhiwhi –

(a) ki roto i te whiti [4.5];

(b) pēnā raini kua whakamōhioia atu e te kaiwhiwhi tētahi wāhi noho hou, tētahi ĩmēra hou raini; ka mutu

4.2.4 tuku –

(a) ā ringa atu (e pai ana te kaikawe) ki te wāhi noho o te kaiwhiwhi;

(b) ā mēra raini kua utua kētia, ki te wāhi noho o te kaiwhiwhi;

(c) ā mēra hiko raini ki te wāhi noho o te kaiwhiwhi.

- 4.3 Ka whakatauhia te whiwhinga pānui –

4.3.1 i te wā ka tae ā-ringa atu ki te wāhi noho;

4.3.2 i te rangi tuaono raini whai muri mai i te tuku i te pānui ki te mēra;

4.3.3 i te rangi raini i tuku atu ā-mēra hiko.

- 4.4 Heoi anō, ki roto i te whiti [4.3], pēnā ka whakawhiwhia te pānui whai muri i te 5 karaka i te ahiahi i ngā rangi mahi, i ngā rā whakatā raini, ka whakatauhia kua tae kē te pānui i te rangi mahi whai muri mai.

WĀHI NOHO

- 4.5 Te wāhi noho o –

4.5.1 Te Rūnanga o Ngāti Rēhia Trust kei–

2 Aranga Road
Kerikeri, 0230

Īmērā: admin@ngatirehia.co.nz



4.5.2 Te Karauna kei –

C/- The Solicitor-General
Crown Law Office
Level 2
Justice Centre
19 Aitken Street
PO Box 2858
WELLINGTON

Īmēra: treaty.teams@crownlaw.govt.nz

PANONITANGA

4.6 E pai ana kia panonitia tēnei tuhinga whakaae pēnā he whakaaetanga kua hainatia e Te Rūnanga o Ngāti Rēhia Trust me te Karauna.

TE KATOA O TE WHAKAAETANGA

4.7 Ko ngā wehenga katoa e hāngai ana ki te tuhinga whakaae nei, –

4.7.1 e whakatau ana i te katoa o te whakaaetanga i waenga i ngā rōpū; ka mutu

4.7.2 ka noho mātāmua i ngā whakamāramatanga me ngā whakaaetanga kua puta i mua.

HOREKAU WHAKAWHITINGA, WHAKAKĀHORETANGA RAINI

4.8 Ko te whiti 4.9 ki roto i tēnei tuhinga whakaae e hāngai ana ki ngā mōtika me ngā here.

4.9 Hāunga ngā wehenga i roto i tēnei tuhinga whakaae, ko tētahi rōpū –

4.9.1 kia kua e tuku, e whakawhiti raini i ōna mōtika, i ōna here raini; ka mutu;

4.9.2 kāhore i te tuku i te mōtika mā te –

(a) kore whakamahi i taua mōtika;

(b) whakamahi tōmuri i taua mōtika raini; ka mutu

4.9.3 e kore e aukatingia e tētahi, e tētahi wehenga raini o te whakamahi mōtika, kia whakamahia –

(a) anōtia taua mōtika;

(b) tētahi atu mōtika raini.

KUPU WHAKAMĀRAMA

4.10 Ki tēnei tuhinga whakaae –

kei te **tira whakahaere** te whakamāramatanga i kopoua e te wehenga 2(1) o te Reserves Act 1977; ka mutu



kei te **whiwhinga moni** kia **whakamātauria** te whakamāramatanga i kopoua e te wehenga YA 1 o te Income Tax Act 2007; ka mutu

ko te **whakataunga Take Tiriti matawhānui mō Ngāpuhi**, ko te –

- (a) whakataunga o ngā kerēme o mua, o Ngāpuhi; ka mutu
- (b) whakataunga kerēme o mua o tētahi hapū o Ngāpuhi. Ko Ngāti Rēhia tētahi; ka mutu

kei te **Karauna** te whakamāramatanga i kopoua e te wehenga 2(1) o te Public Finance Act 1989; ka mutu

Ko te **rā o tēnei tuhinga whakaae**, ko te rā i hainatia e ngā rōpū; ka mutu

ko te **tuhinga whakaae**, ko te tinana matua o tēnei tuhinga whakaae, me te āpitihanga; ka mutu

ko te **pire hukihuki**, ko te pire hukihuki i roto i te wāhanga 6 o te āpitihanga, ka mutu

ko te **kawenga taumaha**, e hāngai ana ki te Kororipo Pā, ko te rīhi, whakaaetanga noho, raihana, raihana ki te noho, whakaaetanga whakamahi whenua, kawenata, tētahi atu mōtika raini, here raini, e pā atu ana ki tērā whenua, ka mutu

Tāke Hokohoko –

- (a) ko ngā tāke hautaonga me ngā tāke ratonga e āhei ana te nama atu, hei tā te Goods and Services Tax Act 1985; ka mutu
- (b) tae ana ki, i roto i te wāhanga 3 o te āpitihanga, ngā huamoni, ngā whiu raini kia utua atu, i runga i te utu tōmuri atu, horekau utu raini o te Tāke Hokohoko; ka mutu

ko te **tāke moniwhiwhi**:

- (a) ko te tāke moniwhiwhi hei tā te Income Tax Act 2007; ka mutu
- (b) tae ana ki, i roto i te wāhanga 3 o te āpitihanga, ngā huamoni, ngā whiu raini kia utua atu, i runga i te utu tōmuri atu, horekau utu raini o te tāke moniwhiwhi; ka mutu

ko te **tono ārai pūnama**, ko te tono a Te Rūnanga o Ngāti Rēhia Trust ki te Karauna i raro i te wāhanga 3 o te āpitihanga mā te utu ārai pūnama; ka mutu

ko te **utu ārai pūnama**, ko te utu atu a te Karauna i runga i te wāhanga 3 o te āpitihanga; ka mutu

ko te **tinana matua o tēnei tuhinga whakaae**, ko te katoa o tēnei tuhingawhakaae, hāunga i te āpitihanga; ka mutu

ko te **Minita**, ko tētahi Minita o te Karauna; ka mutu

ko te **marama**, ko tētahi marama o te tau pākeha; ka mutu



ko te **pānui**, ko te pānui kua tuku i raro i te whiti 4.3, tētahi atu ritenga raini o tēnei tuhinga whakaae, ā, ko te **whakamōhio** e hanga rite ana ki te pānui; ka mutu

ko te **rōpū**, ko ēnei e whai nei:

- (a) Te Rūnanga o Ngāti Rēhia Trust;
- (b) Te Karauna; me

te **tangata**, tae ana ki tētahi tangata, tētahi tangata nō tētahi rangatōpū, me te tira e whai pānga ana ki tēnei kaupapa; ka mutu

ko te **āpitihanga**, ko te āpitihanga ki tēnei tuhinga whakaae; ka mutu

ko te **tāke**, ko te tāke moniwhiwhi me te Tāke Hokohoko; ka mutu

kei te **mahi whai tāke**, te whakamāramatanga i kopoua e te wehenga 6 o te Goods and Services Tax Act 1985; ka mutu

kei te **whakarato**, te whakamāramatanga i kopoua e te wehenga 2 o te Goods and Services Tax Act 1985; ka mutu

ko te **ārai pūnama tāke**, ko te ārai pūnama kua tukuna e te Karauna i raro i te wāhanga 3 o te āpitihanga; ka mutu

ko **Te Rūnanga o Ngāti Rēhia Trust**, ko te poari kua whakamanahia i raro i te Charitable Trusts Act 1957, i te 8 o Āperira, i te tau 2002, ki te nama rēhita 1203918; ka mutu

ko te **Treaty of Waitangi**, ko te Treaty of Waitangi, hei tā te āpitihanga 1 ki te Treaty of Waitangi Act 1975; ka mutu

ko **ngā tarahitī o Te Rūnanga o Ngāti Rēhia Trust**, ko ngā tarahitī e whai mana ana i roto i ngā mahi o te tarahitī, mō tēnei wā nei, ā, koia e whakamana i Te Rūnanga o Ngāti Rēhia Trust.

ko te **rā tuku**, ko te rā e 20 rangi mahi whai muri ake i te rā e mana ai te ture tuku; ka mutu

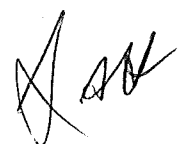
ko te **ture tuku**, ko te ture e hua mai ana, pēnā ka pāhi te pire i tonoa e te Karauna ki te Whare Pāremata; ka mutu

ko te **Taraipiunara o Waitangi**, ko te taraipiunara i whakatūria e te wehenga 4 o te Treaty of Waitangi Act 1975; ka mutu

ko te **whakamana**, ko te tukanga whakaae mā āNgāti Rēhia tikanga; ka mutu

ko te **rangi mahi**, ehara i te rangi –

- (a) Hatarei, Rātapu raini;
- (b) Rā Waitangi, Paraire Aranga, Mane Aranga, Rā o Ngā Hōia, Huringatau Kīngi, Huringatau Kūini raini, Te Rā Aro ki a Matariki, Rā Whakanui i ngā Kaimahi raini;



- (c) pēnā ka tū te rā Waitangi, te Rā o Ngā Hōia raini ki te Hatarei, ki te Rātapu raini, ki te Mane i muri tata tonu iho raini;
- (d) tētahi rā i waenga i te 25 o Tīhema o tētahi tau tae noa atu ki te 15 o Hānuere o te tau whai muri ake;
- (e) tētahi rā huringatai raini o te rohe o –
 - (i) Pōneke;
 - (ii) Tāmaki raini; ka mutu

ko te **whai tuhinga** he mea ka kite, he mea hoki ka rongo ā-kiko nei (pērā i te mātātuhi ki te pepa).

WHAKAMĀMARATANGA

- 4.11 Ko ngā whiti 4.12 ki 4.26 e hāngai ana ki te whakamāramatanga o tēnei tuhinga whakaae, mānā, mā te horopaki o te wā e whai rewhakamāramatanga kē atu.
- 4.12 Horekau hiranga o ngā kupu matua ki te whakamāramatanga.
- 4.13 Ko tētahi ritenga e rārangi mai ana i –
 - 4.13.1 tēnei tuhinga whakaae, kua kopoua e tēnei tuhinga whakaae; me
 - 4.13.2 te pire tuku hukihuki engari kaua i tēnei tuhinga whakaae, kua whakamanahia e taua pire.
- 4.14 Ko ngā wāhanga kōrero me ngā momo wetereo katoa o tētahi kīanga, he tikanga ōna.
- 4.15 Ko te takitahi e hāngai ana hoki ki te takitini, ā ko te takitini e hāngai ana hoki ki te takitahi.
- 4.16 Ko te ira tangata, e hāngai ana ki ngā ira katoa.
- 4.17 Ko te utu, he pūnaha moni Aotearoa.
- 4.18 Ko te wā, nō Aotearoa nei.
- 4.19 Ka tohua he mahi me oti, ka oti raini pea i te rā whakatā, me oti, ka oti raini pea i te rangi mahi i muri tata tonu iho.
- 4.20 Ko te wā e tohua ana kia –
 - 4.20.1 tīmata ki tētahi rangi, mahi, kaupapa raini, e hāngai ana ki taua rangi, te rangi raini tū ai te mahi, te kaupapa raini;
 - 4.20.2 tīmata mai, whai muri mai raini i tētahi rangi, mahi, kaupapa raini, kāhore e hāngai ana ki taua rangi, te rangi raini tū ai te mahi, te kaupapa raini;
 - 4.20.3 oti rāno i tētahi rangi, ki mua raini i te tōnga o te rā, i tētahi mahi, kaupapa, e hāngai ana ki taua rangi, te rangi raini tū ai te mahi, te kaupapa raini;
 - 4.20.4 oti rānō i mua i tētahi rangi, mahi, kaupapa raini, kāhore e hāngai ana ki taua rangi, te rangi raini tū ai te mahi, te kaupapa raini;

- 4.20.5 haere tonu ana kia tae rānō ki tētahi rangi, mahi, kaupapa raini, e hāngai ana ki taua rangi, te rangi raini tū ai te mahi, te kaupapa raini.
- 4.21 He whakapuakanga ki–
- 4.21.1 tētahi whakaaetanga, tuhinga raini, me tēnei tuhinga whakaae, tuhinga raini i roto i te āpitihanga, koia e mea ana kua panoni, kua hua mai anō raini; me
- 4.21.2 tētahi ture, me tēnei ture tuku, koia e mea ana kua panoni, kua whakarōpū, kua hua mai anō; me
- 4.21.3 tētahi rōpū koia e mea ana ko tētahi pikitūranga o taua rōpū; me
- 4.21.4 tētahi Minita, koia e mea ana ko tētahi Minita kua whakamanahia e te Pirimia, kei a ia te haepapa nui mō taua kaupapa.
- 4.22 Ko tētahi whakaaetanga me tētahi tokorua, tokomaha raini, ka noho haepapa ā rōpū, ā takitahi hoki.
- 4.23 Pēnā e hiahia ana te Karauna ki te mahi i tētahi mahi, ki te whakatutuki raini i te kaupapa–
- 4.23.1 me āta whai te Karauna i ngā huarahi kia mahia taua mahi, kia whakatutukihia taua kaupapa; engari
- 4.23.2 kāhore he take o te tono ture mai i te Karauna ki te whare pāremata kei tohua mai i roto i tēnei tuhinga whakaae.
- 4.24 Ko ngā ritenga ki –
- 4.24.1 te tinana matua o tēnei tuhinga whakaae, ko ngā whiti kē; me
- 4.24.2 te āpitihanga, ko ngā kōwae kē; me
- 4.24.3 te tuhinga ki te wāhanga 4 o te āpitihanga, ko ngā whiti kē; me
- 4.24.4 te pire tuku hukihuki, ko ngā wehenga kē.
- 4.25 Me he raru me tētahi ritenga i te – tinana matua o tēnei tuhinga whakaae me tētahi ritenga i te āpitihanga, ka mātāmua ko te ritenga i te tinana matua o te tuhinga whakaae.
- 4.26 Ko te rautaki tuhinga whakaae i te wāhanga 5 o te āpitihanga e whakaatu ana i a Kororipo Pā me tana tohu i tana wāhi, he whakamōhio noa. Kāhore e tohu ana i te tūturu o tana wāhi. Ko te whakamārama ā-ture nei mō Kororipo Pā, kei te āpitihanga o te pire tuku hukihuki.

4 GENERAL, DEFINITIONS AND INTERPRETATION

TAX

- 4.1 Part 3 of the schedule includes provisions in relation to the Crown's tax indemnities in relation to the vesting of Kororipo Pā.



NOTICE

4.2 A notice under this deed must be –

4.2.1 in writing; and

4.2.2 signed by the authorised person(s);

4.2.3 addressed to the recipient at its address or email address as provided –

(a) in clause 4.5; or

(b) if the recipient has given notice of a new address or email address, in the most recent notice of a change of address or email address; and

4.2.4 given by –

(a) personal delivery (including by courier) to the recipient's street address; or

(b) sending it by pre-paid post addressed to the recipient's postal address; or

(c) sending it by electronic mail to the recipient's email address.

4.3 A notice is to be treated as having been received –

4.3.1 at the time of delivery, if personally delivered; or

4.3.2 on the sixth day after posting, if posted; or

4.3.3 on the day of transmission, if sent by electronic mail.

4.4 However, if a notice is treated under clause 4.3 as having been received after 5pm on a working day, or on a non-working day, it is to be treated as having been received on the next working day.

ADDRESSES

4.5 The address of –

4.5.1 Te Rūnanga o Ngāti Rēhia Trust is –

2 Aranga Road
Kerikeri, 0230

Email address: admin@ngatirehia.co.nz

4.5.2 the Crown is –



C/- The Solicitor-General
Crown Law Office
Level 2
Justice Centre
19 Aitken Street
PO Box 2858
WELLINGTON

Email address: treaty.teams@crownlaw.govt.nz

AMENDMENTS

- 4.6 This deed may be amended only by written agreement signed by Te Rūnanga o Ngāti Rēhia Trust and the Crown.

ENTIRE AGREEMENT

- 4.7 This deed in relation to the matters in it, –
- 4.7.1 constitutes the entire agreement between the parties; and
 - 4.7.2 supersedes all earlier representations, understandings, and agreements.

NO ASSIGNMENT OR WAIVER

- 4.8 Clause 4.9 applies to rights and obligations under this deed.
- 4.9 Except as provided in this deed, a party –
- 4.9.1 may not transfer or assign its rights or obligations; and
 - 4.9.2 does not waive a right by –
 - (a) failing to exercise it; or
 - (b) delaying in exercising it; and
 - 4.9.3 is not precluded by a single or partial exercise of a right from exercising –
 - (a) that right again; or
 - (b) another right.

DEFINED TERMS

- 4.10 In this deed –

administering body has the meaning given to it by section 2(1) of the Reserves Act 1977; and

assessable income has the meaning given to it by section YA 1 of the Income Tax Act 2007; and

comprehensive Ngāpuhi Treaty settlement means –



- (a) a settlement of the historical claims of Ngāpuhi; and
- (b) includes a settlement of the historical claims of any grouping of hapū within Ngāpuhi which includes Ngāti Rēhia; and

Crown has the meaning given to it by section 2(1) of the Public Finance Act 1989; and

date of this deed means the date this deed is signed by the parties; and

deed means the main body of this deed, and the schedule; and

draft vesting bill means the draft vesting bill in part 6 of the schedule; and

encumbrance, in relation to the Kororipo Pā, means a lease, tenancy, licence, licence to occupy, easement, covenant, or other right or obligation, affecting that property; and

GST –

- (a) means goods and services tax chargeable under the Goods and Services Tax Act 1985; and
- (b) includes, for the purposes of part 3 of the schedule, any interest or penalty payable in respect of, or on account of, the late or non-payment of GST; and

income tax means:

- (a) income tax imposed under the Income Tax Act 2007; and
- (b) includes, for the purposes of part 3 of the schedule, any interest or penalty payable in respect of, or on account of, the late or non-payment of income tax; and

indemnity demand means a demand made by Te Rūnanga o Ngāti Rēhia Trust to the Crown under part 3 of the schedule for an indemnity payment; and

indemnity payment means a payment made by the Crown under part 3 of the schedule; and

main body of this deed means all of this deed, other than the schedule; and

Minister means a Minister of the Crown; and

month means a calendar month; and

notice means a notice given under clause 4.3, or any other applicable provisions of this deed, and **notify** has a corresponding meaning; and

party means each of the following:

- (a) Te Rūnanga o Ngāti Rēhia Trust;
- (b) the Crown; and



person includes an individual, a corporation sole, a body corporate, and an unincorporated body; and

schedule means the schedule to this deed; and

tax includes income tax and GST; and

taxable activity has the meaning given to it by section 6 of the Goods and Services Tax Act 1985; and

taxable supply has the meaning given to it by section 2 of the Goods and Services Tax Act 1985; and

tax indemnity means an indemnity given by the Crown under part 3 of the schedule; and

Te Awa o Ngā Rangatira means the river whose official name is Kerikeri River; and

Te Rūnanga o Ngāti Rēhia Trust means the board incorporated under the Charitable Trusts Act 1957 on 8 April 2002 with registered number 1203918; and

Treaty of Waitangi means the Treaty of Waitangi as set out in schedule 1 to the Treaty of Waitangi Act 1975; and

trustees of Te Rūnanga o Ngāti Rēhia Trust means the trustees, acting in their capacity as trustees, for the time being constituting Te Rūnanga o Ngāti Rēhia Trust; and

vesting date means the date that is 20 working days after the date on which the vesting legislation comes into force; and

vesting legislation means, if the bill proposed by the Crown for introduction to the House of Representatives is passed, the resulting Act; and

Waitangi Tribunal means the tribunal established by section 4 of the Treaty of Waitangi Act 1975; and

whakamana means an approval process through Ngāti Rēhia tikanga; and

working day means a day that is not –

- (a) a Saturday or Sunday; or
- (b) Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Te Rā Aro ki a Matariki/Matariki Observance Day or Labour Day; or
- (c) if Waitangi or Anzac Day falls on a Saturday or Sunday, the following Monday; or
- (d) a day in the period commencing with 25 December in any year and ending with 15 January in the following year; or
- (e) a day that is observed as the anniversary of the province of –

- (i) Wellington; or
- (ii) Auckland; and

writing means representation in a visible form and on a tangible medium (such as print on paper).

INTERPRETATION

4.11 Clauses 4.12 to 4.26 apply to this deed's interpretation, unless the context requires a different interpretation.

4.12 Headings do not affect the interpretation.

4.13 A term defined by –

4.13.1 this deed has the meaning given to it by this deed; and

4.13.2 the draft vesting bill, but not by this deed, has the meaning given to it by that bill.

4.14 All parts of speech and grammatical forms of a defined term have corresponding meanings.

4.15 The singular includes the plural and vice versa.

4.16 One gender includes the other genders.

4.17 Any monetary amount is in New Zealand currency.

4.18 Time is New Zealand time.

4.19 Something that must or may be done on a day that is not a working day must or may be done on the next working day.

4.20 A period of time specified as –

4.20.1 beginning on, at, or with a specified day, act, or event includes that day or the day of the act or event; or

4.20.2 beginning from or after a specified day, act, or event does not include that day or the day of the act or event; or

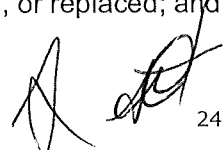
4.20.3 ending by, on, at, with, or not later than, a specified day, act, or event includes that day or the day of the act or event; or

4.20.4 ending before a specified day, act or event does not include that day or the day of the act or event; or

4.20.5 continuing to or until a specified day, act, or event includes that day or the day of the act or event.

4.21 A reference to –

4.21.1 an agreement or document, including this deed or a document in the schedule, means that agreement or that document as amended, novated, or replaced; and



- 4.21.2 legislation, including the vesting legislation, means that legislation as amended, consolidated, or substituted; and
- 4.21.3 a party includes a permitted successor of that party; and
- 4.21.4 a particular Minister includes any Minister who, under the authority of a warrant or with the authority of the Prime Minister, is responsible for the relevant matter.
- 4.22 An agreement by two or more persons binds them jointly and severally.
- 4.23 If the Crown must endeavour to do something or achieve some result, the Crown –
- 4.23.1 must use reasonable endeavours to do that thing or achieve that result; but
- 4.23.2 is not required to propose for introduction to the House of Representatives any legislation, unless expressly required by this deed.
- 4.24 Provisions in –
- 4.24.1 the main body of this deed are referred to as clauses; and
- 4.24.2 the schedules are referred to as paragraphs; and
- 4.24.3 the document in part 4 of the schedule are referred to as clauses; and
- 4.24.4 the draft vesting bill are referred to as sections.
- 4.25 If there is a conflict between a provision that is –in the main body of this deed and a provision in the schedule, the provision in the main body of the deed prevails.
- 4.26 The deed plan in part 5 of the schedule that shows Kororipo Pā indicates its general location but is for information purposes only and does not show its precise boundaries. The legal description for Kororipo Pā is in the schedule of the draft vesting bill.



TUHINGA WHAKAAE O TE TUKU TŌMUA O KORORIPO PĀ
DEED OF ON-ACCOUNT VESTING OF KORORIPO PĀ

PEPA KIA WAITOHUA MĀ TE WHAKAATU ATU KI A NGĀTI RĒHIA, HEI WHAKAMANA
INITIALLING VERSION FOR PRESENTATION TO NGĀTI RĒHIA FOR WHAKAMANA

Kua **HAINATIA** hei tuhinga whakaae i te **[rā]**

SIGNED as a deed on **[date]**

[Note: Ka whakaūngia te whiti ōkawa hei te pepa ka haina / formal execution clause to be confirmed in signing version]

Kua **HAINATIA** mā **TE RŪNANGA O NGĀTI RĒHIA TRUST** –

SIGNED for and on behalf of **TE RŪNANGA O NGĀTI RĒHIA TRUST** by –

Ngā Tarahitī o Te Rūnanga o Ngāti Rēhia
Trust ki mua i a –

Trustees of Te Rūnanga o Ngāti Rēhi Trust
in the presence of –

William Skipper (Kipa) Munro

Rachael Delena Te Toko

KAIWHAKAATU / WITNESS

Ingoa / Name:

Racheal Monks

Mahi / Occupation:

Wāhi noho / Address:

Justin Parangi

Aroha Herewini

Whati Rameka

Nora Rameka

TUHINGA WHAKAAE O TE TUKU TŌMUA O KORORIPO PĀ
DEED OF ON-ACCOUNT VESTING OF KORORIPO PĀ

PEPA KIA WAITOHUA MĀ TE WHAKAATU ATU KI A NGĀTI RĒHIA, HEI WHAKAMANA
INITIALLING VERSION FOR PRESENTATION TO NGĀTI RĒHIA FOR WHAKAMANA

Kua **HAINATIA** mā te **Karauna** –
SIGNED for and on behalf of **THE CROWN** by –

Te Minita mo ngā Take Tiriti o Waitangi,
ki mua i a –

Hon Paul Jonathan Goldsmith

The Minister for Treaty of Waitangi Negotiations,
in the presence of –

KAIWHAKAATU / WITNESS

Ingoa / Name

Mahi / Occupation:

Wāhi noho / Address:

Te Minita mō ngā Take Tahua Pūtea (e hāngai
ana ki ngā take ārai pūnama tāke) ki mua i a –

Hon Nicola Valentine Willis

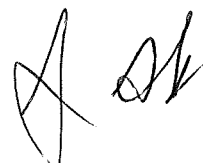
The Minister of Finance
(only in relation to the tax indemnities)
in the presence of –

KAIWHAKAATU / WITNESS

Ingoa / Name

Mahi / Occupation:

Wāhi noho / Address:



HA. JMP MM

TUHINGA WHAKAAE O TE TUKU TŌMUA O KORORIPO PĀ
DEED OF ON-ACCOUNT VESTING OF KORORIPO PĀ

PEPA KIA WAITOHUA MĀ TE WHAKAATU ATU KI A NGĀTI RĒHIA, HEI WHAKAMANA
INITIALLING VERSION FOR PRESENTATION TO NGĀTI RĒHIA FOR WHAKAMANA

TUHINGA WHAKAAE O TE TUKU TŌMUA O KORORIPO PĀ
DEED OF ON-ACCOUNT VESTING OF KORORIPO PĀ

PEPA KIA WAITOHUA MĀ TE WHAKAATU ATU KI A NGĀTI RĒHIA, HEI WHAKAMANA
INITIALLING VERSION FOR PRESENTATION TO NGĀTI RĒHIA FOR WHAKAMANA

A SK

TUHINGA WHAKAAE O TE TUKU TŌMUA O KORORIPO PĀ
DEED OF ON-ACCOUNT VESTING OF KORORIPO PĀ

PEPA KIA WAITOHUA MĀ TE WHAKAATU ATU KI A NGĀTI RĒHIA, HEI WHAKAMANA
INITIALLING VERSION FOR PRESENTATION TO NGĀTI RĒHIA FOR WHAKAMANA

TE RŪNANGA O NGĀTI RĒHIA TRUST

me


and

TE KARAUNA

THE CROWN

**ĀPITI HANGA KI TE
TUHINGA WHAKAAE O
TE TUKU TŌMUA O KORORIPO PĀ**

**DEED OF
ON-ACCOUNT VESTING OF KORORIPO PĀ
SCHEDULE**



NGĀ IHIRANGI

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1 PĀRONGO PUAKANGA ME TE TAURANGI (TE REO MĀORI)

PĀRONGO PUAKANGA

- 1.1 I te 20 o Noema, 2024, mā tētahi manatu nā Te Arawhiti ki Te Rūnanga o Ngāti Rēhia Trust kua tukua e Te Karauna ētahi pārongo mō Kororipo Pā me tētahi puakanga tāpirii tohua rā i te 15 o Noema, 2024.

TAURANGI

- 1.2 E taurangi ana te Karauna ki Te Rūnanga o Ngāti Rēhia Trust, kua tukuna e te Karauna ki Te Rūnanga o Ngāti Rēhia Trust te pārongo puakanga mō Kororipo Pā. Ko aua pārongo, ki tō Te Papa Atawhai mōhio me te rā i tuku aua pārongo, kei ngā hopukanga tuhinga o Te Papa Atawhai (ko ngā kawenga taumaha kei ngā pārongo),-

- 1.2.1 kua āta tirohia ngā hopukanga tuhinga o Te Papa Atawhai; engari
1.2.2 kīhai ngā uiui i tua atu i ngā hopukanga tuhinga; ka mutu
1.2.3 kīhai i tae ki te wāhi āta tiro ai.

TEPENGA TAURANGI

- 1.3 Hāunga rā te kōwae 1.2, kāhore te Karauna e whakaatu nei i tētahi mana, i tētahi taurangi raini, ahakoa kua kōrerotia, kua toro atu raini, ka mutu, kāhore e whakaae ana kia whai mana ai mō -

- 1.3.1 Kororipo Pā, mō -

- (a) tōna hanga, āhuatanga, whakamahinga, whakahaeretanga raini;
(b) tana ū ki -
(i) te ture, me ngā ture-ā-rohe;
(ii) tētahi here, ētahi atu whakamōhiotanga, raupapatanga raini;

- 1.3.2 te tuku i te pārongo mō Kōroripo Pā, me ngā kōrero e hāngai ana ki tana tika, ki tana whakaotinga raini.

- 1.4 Horekau taumahatanga o te Karauna mō te hanga, te āhua o Kororipo Pā, hāunga rā ētahi taumahatanga ka puta i te takahanga o kōwae 1.2.

ĀTA TITIRO

- 1.5 Ahakoa kāhore te Karauna e whakaatu nei i tētahi mana, i tētahi taurangi raini mō Kororipo Pā, hāunga rā ngā kōrero i te kōwae 1.2, e whakaae ana Te Rūnanga o Ngāti Rēhia Trust ki ētahi mahi i mua i te rā kua tohua i tēnei tuhinga whakaae, pēnei i -

- 1.5.1 te āta titiro ki te wāhi ki konā whakatau ai te hanga me te āhuatanga; ka mutu
1.5.2 whakaarohia te pārongo kua tukuna atu.



1 DISCLOSURE INFORMATION AND WARRANTY (ENGLISH)

DISCLOSURE INFORMATION

- 1.1 The Crown has provided information to Te Rūnanga o Ngāti Rēhia Trust about Kororipo Pā, by a memorandum on 20 November 2024 from Te Arawhiti with a disclosure attached dated 15 November 2024.

WARRANTY

- 1.2 The Crown warrants to Te Rūnanga o Ngāti Rēhia Trust that the Crown has given to Te Rūnanga o Ngāti Rēhia Trust in its disclosure information about Kororipo Pā all material information that, to the best of the knowledge of the Department of Conservation, is at the date of providing that information, in the Department's records about the property (including its encumbrances),—

- 1.2.1 having inspected the Department's records; but
- 1.2.2 not having made enquiries beyond the Department's records; and
- 1.2.3 in particular, not having undertaken a physical inspection of the property.

WARRANTY LIMITS

- 1.3 Other than under paragraph 1.2, the Crown does not give any representation or warranty, whether express or implied, and does not accept any responsibility, with respect to —

- 1.3.1 Kororipo Pā, including in relation to —

- (a) its state, condition, fitness for use, occupation, or management; or
- (b) its compliance with —
 - (i) legislation, including bylaws; or
 - (ii) any enforcement or other notice, requisition, or proceedings; or

- 1.3.2 the disclosure information about Kororipo Pā, including in relation to its completeness or accuracy.

- 1.4 The Crown has no liability in relation to the state or condition of Kororipo Pā, except for any liability arising as a result of a breach of paragraph 1.2.

INSPECTION

- 1.5 Although the Crown is not giving any representation or warranty in relation to Kororipo Pā, other than under paragraph 1.2, Te Rūnanga o Ngāti Rēhia Trust acknowledges that it could, before the date of this deed, —

- 1.5.1 inspect the property and determine its state and condition; and
- 1.5.2 consider the disclosure information in relation to it.



2 TE TUKUTANGA O KORORIPO PĀ (TE REO MĀORI)

TE ŌRITE O TE HŌTAKA WHAKAHAERE ME ŌNA ĀHUATANGA

- 2.1 Kia tae rānō ki te rā tuku, me whai te Karauna i ngā kōrero e whai ake nei -
- 2.1.1 ārahina, ā, whakahaerehia tonutia a Kororipo Pā, kia ōrite ki ngā mahi whakahaere o nāianei mō te wāhi; ka mutu
- 2.1.2 whakapaipai i te āhua o Kororipo Pā kia ōrite ki tōna āhua e noho ana i te rā kua tohua i tēnei tuhingā whakaae.
- 2.2 Ko te kōwae 2.1 e mea ana kāhore he āheinga o te Karauna ki te whakapaipai, whakatikatika raini i a Kororipo Pā pēnā kua patua e tētahi āhuatanga kāhore e noho ana i te mana o te Karauna.

TE URU ATU

- 2.3 Ka noho te urunga, tētahi wāhanga o te urunga, o Kororipo Pā, ki runga i tētahi whenua tiaki matawhānui. Kāhore te Karauna e oati ana kia whai wāhi atu a Te Rūnanga o Ngāti Rēhia Trust, ngā mema raini o Ngāti Rēhia ki te uru atu ki Kororipo Pā tua atu i te urunga matawhānui hei tā te Reserves Act 1977.
- 2.4 Heoi anō, pēnā ko te rautaki o te Karauna ka whakarerea atu ngā whenua tiaki e pā atu ana, me āta whakarite te Karauna i te tikanga o te mahi whakarere, kia hanga ai i tētahi aranā runga i taua whenua tiaki ki Kororipo Pā mā Te Rūnanga o Ngāti Rēhia Trust me te hunga e noho ana i raro i te korowai o taua taratī e whai pānga ana ki te pā.

TE WHAKAOTINGA O NGĀ TUHINGA

- 2.5 Ko ngā tuhingā katoa hei hainatangamā Te Rūnanga o Ngāti Rēhia Trust mō te tuku o Kororipo Pā i te rā waitohu, i mua raini i te rā tuku, me -
- 2.5.1 tuku mai e te Karauna ki Te Rūnanga o Ngāti Rēhia Trust; me
- 2.5.2 waitohu, ā, whakahokia e Te Rūnanga o Ngāti Rēhia Trust.

RŪRITANGA ME TE RĒHITATANGA

- 2.6 Me whakarite te Karauna, me utu hoki mō -
- 2.6.1 te whakarite, te whakaaetanga, me te monikuhu pēnā e whai take ana, mō te raraunga rūritanga whenua o Kororipo Pā ki tā te hiahia i roto i te ture tuku whenua, kia tuku i te tuhingā taitara whenuamō tētahi pānga angiangi i te wāhi.
- 2.6.2 te rēhitatanga o tētahi tuhingā e hāngai ana ki te tuku, e ai ki hoki te ture tuku o Kororipo Pā ki Te Rūnanga o Ngāti Rēhia Trust.



2 VESTING OF KORORIPO PĀ (ENGLISH)

SAME MANAGEMENT REGIME AND CONDITION

- 2.1 Until the vesting date, the Crown must –
- 2.1.1 continue to manage and administer Kororipo Pā in accordance with its existing practices for the property; and
 - 2.1.2 maintain Kororipo Pā in substantially the same condition that it is in at the date of this deed.
- 2.2 Paragraph 2.1 does not require the Crown to restore or repair damage to Kororipo Pā by an event beyond the Crown's control.

ACCESS

- 2.3 Access to Kororipo Pā traverses, in part, adjoining public conservation land. The Crown does not guarantee access to Kororipo Pā over those lands beyond existing rights of public access under the Reserves Act 1977.
- 2.4 However, if the Crown intends to dispose of adjoining public conservation land which currently provides access to Kororipo Pā in a manner that removes or reduces that access, the Crown must ensure the terms of the disposal provide reasonable access across that land to Kororipo Pā to enable management activities by Te Rūnanga o Ngāti Rēhia Trust and access for those whom Te Rūnanga o Ngāti Rēhia Trust acts as kaitiaki for in relation to the pā.

COMPLETION OF REQUIRED DOCUMENTATION

- 2.5 Any documentation required to be signed by Te Rūnanga o Ngāti Rēhia Trust in relation to the vesting of Kororipo Pā, must, on or before the vesting date, be –
- 2.5.1 provided by the Crown to Te Rūnanga o Ngāti Rēhia Trust; and
 - 2.5.2 duly signed and returned by Te Rūnanga o Ngāti Rēhia Trust.

SURVEY AND REGISTRATION

- 2.6 The Crown must arrange, and pay for, –
- 2.6.1 the preparation, approval and, where applicable the deposit, of a cadastral survey dataset of Kororipo Pā to the extent it is required to enable the issue, under the vesting legislation, of a record of title for a fee simple estate in the property; and
 - 2.6.2 the registration of any document required in relation to the vesting under the vesting legislation of Kororipo Pā in Te Rūnanga o Ngāti Rēhia Trust.



3 TĀKE (TE REO MĀORI)

WHAKAMARUMARUTANGA

- 3.1 Ko te tuku o Kororipo Pā i, te tuku utu whakamarumaru raini ki, Te Rūnanga o Ngāti Rēhia Trust, kia kaua e noho hei-
- 3.1.1 whakarato whai tāke mō ngā Tāke Hokohoko;
- 3.1.2 moniwhiwhi whakamātau mō ngā tāke moniwhiwhi.
- 3.2 Nō reira, me whakamarumaru te Karauna i Te Rūnanga o Ngāti Rēhia Trust mō -
- 3.2.1 tētahi utu Tāke Hokohoko hei ututanga mā Te Rūnanga o Ngāti Rēhia Trust e hāngai ana ki te tuku o Kororipo Pā, mā te whakarite raini i tētahi utu whakamarumaru; me
- 3.2.2 tētahi utu tāke moniwhiwhi hei ututanga mā Te Rūnanga o Ngāti Rēhia Trust, hei whai hoki i te tuku o Kororipo Pā, i te utu whakamarumaru raini, hei whakamātau whiwhinga pūtea o Te Rūnanga o Ngāti Rēhia Trust; ka mutu
- 3.2.3 he utu, he here raini e tika ana nā Te Rūnanga o Ngāti Rēhia Trust, kia whai i ngā tohutohu o te Karauna -
- (a) mō te tono whakamarumaru;
- (b) i roto i te kōwae 3.13, kōwae 3.14.1(b) raini.

NGĀ TEPENGA

- 3.3 Ko te whakamarumaru tāke, kāhore e hāngai ana ki tā Te Rūnanga o Ngāti Rēhia Trust -
- 3.3.1 whakamahinga o Kororipo Pā, o te utu whakamarumaru raini;
- 3.3.2 utu i ngā pire katoa e hāngai ana ki te tuku o Kororipo Pā.
- (koia ka tae ki roto i ngā ture tāke).

NGĀ WHAKAAETANGA

- 3.4 Kei rangirua ngā rōpū, e whakaae ana -
- 3.4.1 horekau tuhinga i tēnei wāhanga e mea ana -
- (a) ko te tuku o Kororipo Pā, ko te utu whakamarumaru raini he, --
- (i) tāke mō ngā take Tāke Hokohoko;



(ii) whakamātau moniwhiwhi mō ngā tāke moniwhiwhi.

(b) me he taratī ohaoha Te Rūnanga o Ngāti Rēhia Trust, he rōpū ohaoha raini, ka whiwhi -

(i) taonga puretumu, he mōtika raini hāunga rā ngā take ohaoha;

(ii) moniwhiwhi, hāunga rā ngā moniwhiwhi kāhore ōna here ki ngā take tāke; ka mutu

3.4.2 ko Te Rūnanga o Ngāti Rēhia Trust, koia ko te rōpū kotahi e whakaaetia ana tēnei tuhinga whakaae kia whakahaerehia tētahi āheinga e rārangi mai ana i te wehenga HF 2(2)(d)(i), i te wehenga HF 2(3)(e)(i) o te Income Tax Act 2007.

NGĀ MAHI PONO

3.5 Horekau tētahi o Te Rūnanga o Ngāti Rēhia Trust, te tangata e whai pānga ana, te Karauna raini ka mahi tukituki ki tā tēnei wāhanga 3.

3.6 Koia nei ko Te Rūnanga o Ngāti Rēhia Trust e whakaae ana -

3.6.1 mai i te rā tuku, e ea ai hoki ngā take Tāke Hokohoko, ka noho ia hei tangata rēhita, māna, kua kore ia e mahi nei i tētahi mahi whai tāke.

3.6.2 horekau tētahi e whai pānga ana, e āhei ana ki te tono mō te tuku o Kororipo Pā, mō te utu whakamarumaruru raini, -

(a) whiwhinga nama mō ngā take Tāke Hokohoko;

(b) tango raini mō ngā take tāke moniwhiwhi.

TONO WHAKAMARUMARU

3.7 Ko Te Rūnanga o Ngāti Rēhia Trust me te Karauna, me tuku pānui ki a rāua anō i te wā tika ā, i te mōhioranga e tika ana kia riro i a Te Rūnanga o Ngāti Rēhia Trust tētahi utu whakamarumaruru.

3.8 Ko te tono whakamarumaruru

3.8.1 ka tonoa i te wā whai muri mai i te rā tuku; engari

3.8.2 me kua e tono e 20 rangi pakihi, nui ake, i mua i te rā me utu i te tāke. Ko taua rā ka -

(a) tohua e te arotake

(b) tohua raini he rā mō te utu i te tāke tārewa;



(c) ki tētahi atu whakatau raini

3.8.3 me noho tata ki -

(a) te taunaki o te tāke, ki tētahi atu utu pai, e whāia ana hoki e te Karauna; ka mutu

(b) pēnā e hāngai ana te tono ki te take Tāke Hokohoko, ka mutu, e hiahia ana te Karauna ki te nama Tāke Hokohoko.

UTU WHAKAMARUMARU

3.9 Pēnā e āhei ana Te Rūnanga o Ngāti Rēhia Trust ki tētahi utu whakamarumaruru, e pai ana kia utua e te Karauna ki -

3.9.1 Te Rūnanga o Ngāti Rēhia Trust;

3.9.2 te Kaikomihana o Te Tari Tāke raini, mō Te Rūnanga o Ngāti Rēhia Trust.

3.10 Me utu whakamarumaruru Te Rūnanga o Ngāti Rēhia Trust i whakawhiwhia e ia, ki te Kaikomihana o Te Tari Tāke, i te tōmuritanga o -

3.10.1 te rā me utu i te tāke;

3.10.2 te rangi pakihi whai muri i te whiwhitanga mai o te utu whakamarumaruru.

TE UTU

3.11 Ki te puta te whakatau kua kore e utua te utu whakamarumaruru mō ētahi, mō te katoa raini o ngā tāke, me tere whakahoki Te Rūnanga o Ngāti Rēhia Trust te utu ki te Karauna mō tētahi nama -

3.11.1 kua whakahokia e te Kaikomihana o Te Tari Tāke ki Te Rūnanga o Ngāti Rēhia Trust;

3.11.2 kua whiwhia raini e Te Rūnanga o Ngāti Rēhia Trust engari kāhore anō kia utua, ka mutu, kāhore he take o te utu atu ki te Kaikomihana o Te Tari Tāke.

3.12 Horekau āheinga o Te Rūnanga o Ngāti Rēhia Trust ki te tohe, ki te tuku kerēme mō tētahi utu ka utua e ia, i roto i te kōwae 3.11.

NGĀ WHAKATAU

3.13 Me ārahi Te Rūnanga o Ngāti Rēhia Trust i te Karauna me tana tono ki te Kaikomihana o Te Tari Tāke mō tētahi whakatau, here, herekore raini, e hāngai ana ki te tuku o Kororipo Pā.



TE WHAKATAU I NGĀ TAUTOHETANGA

3.14 Pēnā e āhei ana Te Rūnanga o Ngāti Rēhia Trust ki te utu whakamarumarū, ko tā te Karauna -

3.14.1 mā te tuku pānui atu ki Te Rūnanga o Ngāti Rēhia Trust

- (a) whakamahia tētahi mōtika kia whakatōmuri te utu tāke; ka mutu
- (b) whāia raini ngā tohutohu o te Karauna, kua whakatauhia hoki e te pukenga ture tāke. Ka tika ngā tohutohu, ka tika te mahi hei whakahoki, hei tohe atu raini i -
 - (i) tētahi arotake tāke;
 - (ii) tētahi pānui tāke raini me tētahi tono whakarerekē;

3.14.2 tohua raini, tohua anō hoki te kaiāwhina mō Te Rūnanga o Ngāti Rēhia Trust, i te wā e whakamahia ana e ia ana mōtika, i roto i te kōwae 3.14.1; ka mutu

3.14.3 kohia mai i te Kaikomihana o Te Tari Tāke, ngā tāke kua utua, ā, e noho ana hoki hei whakahokinga moni.

NGĀ TAUTUHINGA

3.15 [Ki tēnei wāhanga, kei horopaki kore -

tuku, e hāngai ana ki te puretumu, e tae ana ki te utu, nama, whakawhiti, tuku, whakawātea mai, te waihanga, te tuku; ka mutu

whakamahi, e hāngai ana ki te puretumu, utu ārai pūnama raini, e tae ana ki te utu, tuku, tuari, mahi raini]

[Note: Further kupu may be relocated here from the Deed in final version]



3 TAX (ENGLISH)

INDEMNITY


- 3.1 The vesting of Kororipo Pā in, or an indemnity payment to, Te Rūnanga o Ngāti Rēhia Trust is not intended to be –
- 3.1.1 a taxable supply for GST purposes; or
 - 3.1.2 assessable income for income tax purposes.
- 3.2 The Crown must, therefore, indemnify Te Rūnanga o Ngāti Rēhia Trust for –
- 3.2.1 any GST payable by Te Rūnanga o Ngāti Rēhia Trust in respect of the vesting of Kororipo Pā or the provision of an indemnity payment; and
 - 3.2.2 any income tax payable by Te Rūnanga o Ngāti Rēhia Trust as a result of the vesting of Kororipo Pā, or an indemnity payment, being treated as assessable income of Te Rūnanga o Ngāti Rēhia Trust ; and
 - 3.2.3 any reasonable cost or liability incurred by Te Rūnanga o Ngāti Rēhia Trust in taking, at the Crown's direction, action –
 - (a) relating to an indemnity demand; or
 - (b) under paragraph 3.13 or paragraph 3.14.1(b).

LIMITS

- 3.3 The tax indemnity does not apply to Te Rūnanga o Ngāti Rēhia Trust 's –
- 3.3.1 use of Kororipo Pā or an indemnity payment; or
 - 3.3.2 payment of costs, or any other amounts, in relation to the vesting of Kororipo Pā (which are subject to normal tax treatment).

ACKNOWLEDGEMENTS

- 3.4 To avoid doubt, the parties acknowledge –
- 3.4.1 nothing in this part is intended to imply that –
 - (a) the vesting of Kororipo Pā, or the payment of an indemnity payment, is –
 - (i) a taxable supply for GST purposes; or

 11

- (ii) assessable income for income tax purposes; or
- (b) if Te Rūnanga o Ngāti Rēhia Trust is a charitable trust, or other charitable entity, it receives –
 - (i) redress, assets, or rights other than for charitable purposes; or
 - (ii) income other than as exempt income for income tax purposes; and

3.4.2 Te Rūnanga o Ngāti Rēhia Trust is the only entity that this deed contemplates performing a function described in section HF 2(2)(d)(i) or section HF 2(3)(e)(i) of the Income Tax Act 2007.

CONSISTENT ACTIONS

- 3.5 None of Te Rūnanga o Ngāti Rēhia Trust, a person associated with it, or the Crown will act in a manner that is inconsistent with this part 3.
- 3.6 In particular, Te Rūnanga o Ngāti Rēhia Trust agrees that –
- 3.6.1 from the vesting date, it will be a registered person for GST purposes, unless it is not carrying on a taxable activity; and
 - 3.6.2 neither it, nor any person associated with it, will claim with respect to the vesting of Kororipo Pā, or the payment of an indemnity payment, –
 - (a) an input credit for GST purposes; or
 - (b) a deduction for income tax purposes.

INDEMNITY DEMANDS

- 3.7 Te Rūnanga o Ngāti Rēhia Trust and the Crown must give notice to the other as soon as reasonably possible after becoming aware that Te Rūnanga o Ngāti Rēhia Trust may be entitled to an indemnity payment.
- 3.8 An indemnity demand –
- 3.8.1 may be made at any time after the vesting date; but
 - 3.8.2 must not be made more than 20 business days before the due date for payment of the tax, whether that date is –
 - (a) specified in an assessment; or
 - (b) a date for the payment of provisional tax; or
 - (c) otherwise determined; and



3.8.3 must be accompanied by –

- (a) evidence of the tax, and of any other amount sought, which is reasonably satisfactory to the Crown; and
- (b) if the demand relates to GST and the Crown requires, a GST tax invoice.

INDEMNITY PAYMENTS

3.9 If Te Rūnanga o Ngāti Rēhia Trust is entitled to an indemnity payment, the Crown may make the payment to –

3.9.1 Te Rūnanga o Ngāti Rēhia Trust; or

3.9.2 the Commissioner of Inland Revenue, on behalf of, and for the account of, Te Rūnanga o Ngāti Rēhia Trust.

3.10 Te Rūnanga o Ngāti Rēhia Trust must pay an indemnity payment received by it to the Commissioner of Inland Revenue, by the later of –

3.10.1 the due date for payment of the tax; or

3.10.2 the next business day after receiving the indemnity payment.

REPAYMENT

3.11 If it is determined that some or all of the tax to which an indemnity payment relates is not payable, Te Rūnanga o Ngāti Rēhia Trust must promptly repay to the Crown any amount that –

3.11.1 the Commissioner of Inland Revenue refunds or credits to Te Rūnanga o Ngāti Rēhia Trust; or

3.11.2 Te Rūnanga o Ngāti Rēhia Trust has received but has not paid, and is not required to pay, to the Commissioner of Inland Revenue.

3.12 Te Rūnanga o Ngāti Rēhia Trust has no right of set-off or counterclaim in relation to an amount payable by it under paragraph 3.11.

RULINGS

3.13 Te Rūnanga o Ngāti Rēhia Trust must assist the Crown with an application to the Commissioner of Inland Revenue for a ruling, whether binding or not, in relation to the vesting of Kororipo Pā.

CONTROL OF DISPUTES

3.14 If Te Rūnanga o Ngāti Rēhia Trust is entitled to an indemnity payment, the Crown may –



3.14.1 by notice to Te Rūnanga o Ngāti Rēhia Trust, require it to –

- (a) exercise a right to defer the payment of tax; and/or
- (b) take any action specified by the Crown, and confirmed by expert legal tax advice as appropriate action in the circumstances, to respond to, and/or contest, –
 - (i) a tax assessment; and/or
 - (ii) a notice in relation to the tax, including a notice of proposed adjustment; or

3.14.2 nominate and instruct counsel on behalf of Te Rūnanga o Ngāti Rēhia Trust whenever it exercises its rights under paragraph 3.14.1; and

3.14.3 recover from the Commissioner of Inland Revenue any tax paid that is refundable.

DEFINITIONS

3.15 In this part, unless the context requires otherwise, –

[Note: definitions are to be removed from clause 4 of the deed and inserted here in deed signing version, definitions proposed in te reo Māori version of this schedule will be confirmed in that version also.]

3.133.14.1(b)3.113.14.1



4 WHAKAAETANGA WHAKAHAERE / MANAGEMENT AGREEMENT



Department of Conservation
Te Papa Atawhai



KORORIPO PĀ - MANAGEMENT AGREEMENT

THIS AGREEMENT is made this day of

PARTIES:

1. TE RŪNANGA O NGĀTI RĒHIA TRUST ("TRONRT")
2. DIRECTOR-GENERAL OF CONSERVATION ("the Director-General")

BACKGROUND

- A. Te Runanga o Ngāti Rēhia Trust will be the administering body of the Kororipo Pā Historic Reserve (**Kororipo Pā**) for the purposes of the Reserves Act 1977 and has the responsibility to manage the land as kaitiaki in accordance with tikanga Ngāti Rēhia.
- B. The Director-General is the administrative head of the Department of Conservation *Te Papa Atawhai* ("the Department"). The Department is responsible for managing and promoting conservation of the natural and historic heritage of New Zealand on behalf of, and for the benefit of, present and future New Zealanders.
- C. TRONRT on behalf of Ngāti Rēhia has entered into a Deed of Agreement with the Crown [dated X] in respect of the transfer of ownership of Kororipo Pā on-account of the comprehensive Ngāpuhi historical Treaty of Waitangi settlement.
- D. TRONRT and the Crown have agreed that the Director-General will provide management services for Kororipo Pā in accordance with this Agreement as set out in the schedules to this document consistent with section 4 of the Conservation Act 1987.
- E. TRONRT and the Director-General wish to record the terms and conditions of their Agreement in relation to the management services agreed for Kororipo Pā.
- F. Under sections 53(1) and 53(2)(i) of the Conservation Act 1987 the Director-General has the power to enter into agreements necessary for exercising such powers as to enable the Department to perform its functions.

TUHINGA WHAKAAE O TE TUKU TŌMUA O KORORIPO PĀ
DEED OF ON-ACCOUNT VESTING OF KORORIPO PĀ

PEPA KIA WAITOHUA MĀ TE WHAKAATU ATU KI A NGĀTI RĒHIA, HEI WHAKAMANA
INITIALLING VERSION FOR PRESENTATION TO NGĀTI RĒHIA FOR WHAKAMANA

OPERATIVE PARTS

1. The parties agree that the Director-General will provide management services for Kororipo Pā to the extent and in the manner set out in the schedules to this document.

SIGNED on behalf of the Director-General of Conservation by [insert name of delegate and position]

acting under delegated authority

Signature:

In the presence of (witness)

Signature:

Name:

Occupation:

Address:

A copy of the Instrument of Delegation may be inspected at the Director-General's office at Conservation House *Whare Kaupapa Atawhai*, 18 - 32 Manners Street, Wellington 6011

SIGNED by [insert name]

authorised signatory for the TRONRT

Signature:

In the presence of (witness)

Signature:

Name:

Occupation:

Address:



SCHEDULE 1 OF KORORIPO PĀ MANAGEMENT AGREEMENT

GENERAL TERMS AND CONDITIONS

1. The parties agree to perform the general obligations set out in this schedule.
2. The specific terms and conditions that relate to Kororipo Pā are set out in schedule 2 ("the Management Services").

Reserve Management Plan

3. In accordance with section 41 of the Reserves Act 1977 ("Reserves Act"), TRONRT will prepare a reserve management plan ("the RMP") in conjunction with the Director-General for Kororipo Pā.
4. Before notifying the draft RMP under sections 41(6)(a)-(c) of the Reserves Act, TRONRT and the Director-General will use their best endeavours to agree the objectives in the draft RMP.
5. TRONRT may nominate Department staff to the committee to hear any objections and comments arising under section 41(6)(d) of the Reserves Act in relation to the draft RMP.

Delivery of other Management Services

6. The Director-General shall provide the Management Services for Kororipo Pā in a manner that complies with the RMP and the Reserves Act, Te Ture Whakahoki i a Kororipo Pā **2025**/the Kororipo Pā Vesting Act **2025** (as defined in the Deed of Agreement) and other such relevant legislation and amendments.
7. If the Director-General cannot provide the Management Services in a manner that complies with the RMP and the Reserves Act, Te Ture Whakahoki i a Kororipo Pā **2025**/the Kororipo Pā Vesting Act **2025** and other such relevant legislation and amendments, the parties will meet to attempt to resolve the inconsistency through good faith discussions.
8. If the parties cannot resolve the inconsistency through good faith discussions, the parties shall discuss amending either the Management Services or the RMP to resolve the inconsistency.

Budgeting, planning and review

9. Subject to clause 6, the Director-General has sole discretion in relation to budgetary constraints on the expenditure of monies that are the subject of its appropriation for the Management Services, including assistance with the RMP as provided for under clause 3.
10. TRONRT acknowledges that the cost of the Management Services, meeting the objectives of the RMP and assisting with the RMP development as provided for under clause 3 are subject to the Department's budgetary constraints.



11. The parties shall discuss in good faith, on an annual basis:
- a. performance of the Management Services over the past year;
 - b. TRONRT priorities for the coming year; and
 - c. the extent to which the Director-General can contribute Management Services towards those priorities.
12. In the event that the Director-General considers it is unable to perform or contribute towards the Management Services or any obligations under the RMP due to budgetary constraints, the Director-General shall inform the TRONRT of this in writing within 10 working days of its decision that it is unable to perform the Management Services. The District Operations Manager must also raise this matter for discussion at the next annual meeting to discuss performance referenced in clause 11.

Director-General's obligations

13. The Director-General, if undertaking the Management Services directly with agreement of TRONRT, must:
- a. undertake the Management Services in a safe, reliable and competent manner and comply with all statutes, bylaws and regulations, and all notices and requisitions of any "competent authority" relating to the Management Services.
 - b. take all practical steps to protect the safety of all persons present or in the vicinity of Kororipo Pā and where necessary, erect signposts warning the public of any dangers they may encounter as a result of the Management Services.
14. The Director-General's obligations will be delegated to the relevant District Operations Manager.

Reporting and communication

15. The Director-General shall report to TRONRT at the annual meeting under clause 11 on its implementation of the Management Services and any issues that have arisen.

Notices

16. Any notice required to be served on TRONRT or the Crown shall be sufficiently served if the notice is served to the address stated in Schedule 3 or such other address provided by the parties (from time to time).
17. In the event of a change in address the relevant party must notify the other party of the change in writing immediately.



18. TRONRT 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.
19. Where TRONRT is required to provide notice under this Agreement provision of notice in writing to the District Operations Manager at the address stated in Schedule 3 shall suffice.

Dispute resolution

20. The parties acknowledge and agree that they:
 - a. wish to minimise and promptly settle any dispute which may arise;
 - b. must make active efforts in good faith to resolve any such disputes in accordance with clauses 20 – 22; and
 - c. will give the other written notice of the dispute including a description of the main issues.
21. The following process shall be undertaken once notice is received by the other party to this Agreement:
 - a. Within 15 working days of being given written notice, the relevant contact person from the Department and TRONRT will meet to work in good faith to resolve the issue.
 - b. If the dispute has not been resolved within 20 working days of receipt of the notice given under clause 20.c, the Director-General and the Chair of TRONRT will meet to work in good faith to resolve the issue.
 - c. If the dispute has still not been resolved within 30 working days of the receipt of the notice given under clause 20.c, and where the matter is of such significance and the dispute remains outstanding despite the above process having been followed, provided it is not inconsistent with statutory obligations and both parties agree, the Minister and the Chair of TRONRT will meet to work in good faith to resolve the issue.
22. Where the dispute has not been resolved within a reasonable period of time in accordance with clause 21.b or, if applicable, clause 21.c, then either party may require the dispute to be referred to mediation as follows:
 - a. The party requiring the dispute to be referred to mediation must provide written notice in accordance with this Agreement to the other party.
 - b. The parties will seek to agree a mediator or mediators and should the parties fail to reach an agreement within 15 working days of the date of the notice described in paragraph 22.a above, a mediator or mediators will be appointed by a Co-Tumuaki for the time being of Te Hunga Rōia Māori o Aotearoa/The New Zealand Māori Law Society Inc. The mediator or mediators will be:



- i. familiar with tikanga Māori and te reo Māori;
 - ii. familiar with tikanga based dispute resolution; and
 - iii. independent of the dispute.
 - c. The mediator or mediators will not have the power to determine the dispute, but may offer advice of a non-binding nature.
23. The costs of the mediator or mediators will be met jointly by the parties.
24. Each party will bear its own costs in every other respect.

Variation of Management Services

25. The parties may only amend this Agreement by variation in writing. Agreement to, or execution of, any such variation shall not be unreasonably or arbitrarily withheld or delayed.

Review

26. The parties agree to review this Agreement every five (5) years from the settlement date at the annual meeting in clause 11, and additional reviews may take place at the option of either party in the event of any material changes to the legislation, policies, or circumstances relevant to Kororipo Pā and the RMP.


No Indemnity

27. The Director-General acknowledges and agrees that there will be no indemnity provided by TRONRT with respect to any actions, claims, demands, losses, damages, costs, injuries, or expenses as a result of the performance of the Management Services.

Crown's Responsibility

28. The Crown will be responsible for all actions, claims, demands, losses, damages, costs and expenses arising from the Director-General's performance of the Management Services where that involves undertaking the activities directly (including any services undertaken by the Crown prior to the Vesting Date) unless such actions, claims, demands, losses, damages, costs and expenses are caused or contributed to by any act, omission, neglect or breach on the part of TRONRT.
29. Where the Director-General has agreed in any budget year to undertake certain Management Services and in that year is later unable to perform the Management Services as agreed, then TRONRT shall be under no obligation to complete those Management Services.


Access



TUHINGA WHAKAAE O TE TUKU TŌMUA O KORORIPO PĀ
DEED OF ON-ACCOUNT VESTING OF KORORIPO PĀ

PEPA KIA WAITOHUA MĀ TE WHAKAATU ATU KI A NGĀTI RĒHIA, HEI WHAKAMANA
INITIALLING VERSION FOR PRESENTATION TO NGĀTI RĒHIA FOR WHAKAMANA

30. TRONRT will allow the necessary and required access to the Director-General (including employees, agents and approved invitees) to ensure that the Management Services can be carried out if the Director-General is carrying out those services directly.



SCHEDULE 2 OF KORORIPO PĀ - MANAGEMENT AGREEMENT

KORORIPO PĀ HISTORIC RESERVE (KORORIPO PĀ)

Description

1. Kororipo Pā is 1.8 hectares approximately being Part Lot 1 DP 44183, Block XI Kerikeri Survey District.
2. Kororipo Pā is a key component of the Kororipo Heritage Park, a Tohu Whenua site that recognises the national importance of this strategic pā for over 500 years, including its role as being the centre of a community where Māori and Europeans came to trade, talk and learn from each other. [The importance of Kororipo Pā to Ngāti Rehia and to ngā hapū o Ngāpuhi tonu nui is recorded in the Deed of On-Account Vesting.]
3. The recreational amenities at Kororipo Pā include part of a walking track that extends from Hongi Hika Recreation Reserve onto the pā, and a small viewing platform with some interpretation panels.

Management services to be provided for Kororipo Pā

4. The Director-General will carry out the following Management Services within the budgetary constraints and annual planning priorities discussed with TRONRT under clause 11 of this Agreement or contribute funding to TRONRT to assist it to deliver the following Management Services:
 - a. assistance with preparation of the RMP (as per clauses 3-5 of this Agreement);
 - b. maintaining the walking track and other visitor structures to its current standard (as at the vesting date);
 - c. vegetation control, and weed monitoring and control;
 - d. technical heritage advice/support; and
 - e. Reserves Act enforcement and compliance activities.



SCHEDULE 3 OF KORORIPO PĀ - MANAGEMENT AGREEMENT

Addresses for Service:

The Director-General's address for Service is:

Department of Conservation
Pewhairangi/Bay of Islands Office
34 landing Road
Kerikeri 0230

OR

PO Box 128
Kerikeri 0245
Attention: Operations Manager, Kerikeri

Te Runanga o Ngāti Rēhia Trust's address for service is:

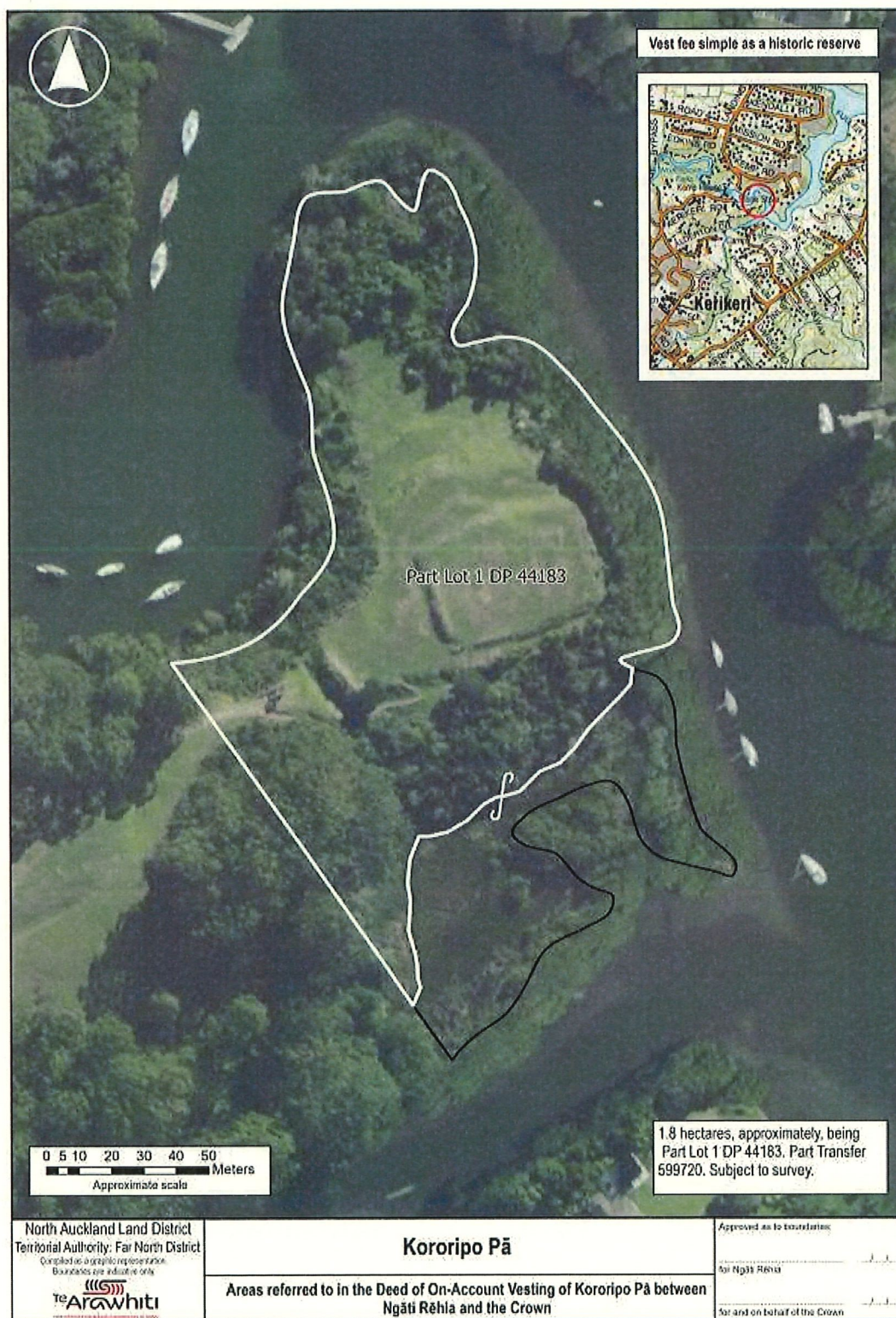
Chair
Te Runanga o Ngāti Rēhia Trust
2 Aranga Road
Kerikeri, 0230



TUHINGA WHAKAAE O TE TUKU TŌMUA O KORORIPO PĀ
DEED OF ON-ACCOUNT VESTING OF KORORIPO PĀ

PEPA KIA WAITOHUA MĀ TE WHAKAATU ATU KI A NGĀTI RĒHIA, HEI WHAKAMANA
INITIALLING VERSION FOR PRESENTATION TO NGĀTI RĒHIA FOR WHAKAMANA

5 MAHERE O KORORIPO PĀ / PLAN OF KORORIPO PĀ



Handwritten signature

6 TE PIRE WHAKAHOKI I A KORORIPO PĀ/ DRAFT VESTING BILL

Follows on next page



IN CONFIDENCE

This draft Bill is to be attached to the Deed of On-Account Vesting of Kororipo Pā for initialling during the week commencing 3 February 2025.

This draft Bill is PROVISIONAL as it has not yet been agreed as being completed for ratification, including because it is subject to further instructions (if any) as to taxation matters and to further quality assurance measures.

The Bill must not be presented to the members of Ngāti Rēhia for ratification until the completed version of it is made available for ratification by Ngāti Rēhia.

Te Pire Whakahoki i a Kororipo Pā/Kororipo Pā Vesting Bill

Government Bill

Explanatory note

General policy statement

[To come]

Departmental disclosure statement

The Office for Māori Crown Relations—Te Arawhiti is required to prepare a disclosure statement to assist with the scrutiny of this Bill. The disclosure statement provides access to information about the policy development of the Bill and identifies any significant or unusual legislative features of the Bill.

A copy of the statement can be found at [PPU to insert URL and link] (if it has been provided for publication).

Clause by clause analysis

[To come]



A 994

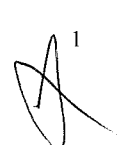

Hon Paul Goldsmith

Te Pire Whakahoki i a Kororipo Pā/Kororipo Pā Vesting Bill

Government Bill

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The Parliament of New Zealand enacts as follows:

1 Title

- (1) This Act is Te Ture Whakahoki i a Kororipo Pā **2025**/the Kororipo Pā Vesting Act **2025**.
- (2) This Act may be cited as—
 - (a) Te Ture Whakahoki i a Kororipo Pā **2025**; or
 - (b) the Kororipo Pā Vesting Act **2025**.

2 Commencement

This Act comes into force on the day after Royal assent.

Part 1 Preliminary matters

Background

3 Background

Te Horopaki mō te Whakahokitanga o Kororipo Pā

- (1) He wāhi hirahira a Kororipo Pā ki ngā hapū o Ngāpuhi. Koia ko te tini o ōna hononga hītoria, hononga ahurea, me ōna hiranga porotēhi me ngā pakanga nui o ngā hapū o Ngāpuhi. Ki te pūtake o Te Awa o Ngā Rangatira, ki Kerikeri, i mātāmua ai a Kororipo Pā hei wāhi tiaki whenua, tiaki tāngata, hoinō, hei kaupare i te hoariri o uta, o tai anō hoki. Koia te wāhi huihui ai ngā rangatira katoa o Ngāpuhi me ētahi atu hapū mō ngā porotiki o te wā, he wāhi whakarauika anō hoki i mua i te pakanga.
- (2) Ko ngā hapū katoa o Ngāpuhi e whai patanga ai ki te pā nei, he whanaunga, he hononga nui ō rātou ki a rātou. Ko ēnei hononga ki te pā, ā, rātou ki a rātou, ka ū ki ngā tikanga Māori, ā, ka pūmautia ā mohoa noa nei.
- (3) I meatia e James Kemp, mihingare nō Piritānia, nāna te whenua i hoko i te tau 1838, ā tae ana ki te wāhi tū ai a Kororipo Pā; I roto i ngā tau whai muri mai, i whakamāramatia ai tēnei hokotanga, ko te Old Land Claim 34/579. I tukuna e te Komihana Old Land Claims o te tau 1843, te taitara o te wāhi ki a James Kemp engari rā, ko tēnei taitara, koia hoki i karangahia, ā i whakakorengia i roto i ngā tau. Whai muri mai i te komihana tuarua i te tau 1859, i te 27 o Oketopa, i tukuna e te Karauna tētahi karāti mō Kororipo Pā ki a Kemp. Kua werohia e Ngāpuhi tēnei hokotanga atu me te tukanga, te karāti rāini, katoa katoa ngā mahi kua mana ai tēnei hokotanga atu. Ko Ngāpuhi e whakahē ana i tēnei hokotanga atu me te kī atu, kīhai tēnei hokotanga i hua ai, kīhai i whai wāhi kia hua ake ai.
- (4) Nō reira, kua werohia e Ngāpuhi te hunga katoa kua hoko i te pā, tae ana ki te tukutanga atu o te whenua ki te Karauna i te tau 1957, i te 24 o Mei. I tōna hiranga ki ngā hapū o Ngāpuhi, kua roa rātou e kaha wero ana kia whakahokia te pā ki a Ngāpuhi. Kua hia tekau tau e werohia ana e Ngāpuhi tēnei take, me ngā tini kāwanatanga, ngā āpiha Karauna, ngā tari Karauna, te Native Land Court, me ngā kaupupuri whenua motuhake.
- (5) Hāunga ēnei tohe kaupupuri whenua, e ū tonu ana a Ngāti Rēhia me Ngāpuhi ki ō rātou haepapa kaitiakitanga o te pā, ā mohoa noa nei.
- (6) I te tau 1994, i te 13 o Pēpuere, i karangahia he hui Ngāpuhi ki Whitiara Marae, ki Te Tii, wānanga tahi ai mō Kororipo Pā. Ka whakatauhia e taua hui o ngā Rangatira o Ngāpuhi ko Ngāti Rēhia te hapū kaitiaki o te rohe o Kerikeri, hoinō, o Kororipo Pā.
- (7) Nō reira, i te tau 1995, i tonoa e Tuau Ahiroa Kemp, mā Ngāti Rēhia me Ngā Hapū me ngā Whānau o Ngāpuhi Nui Tonu, te Wai 492 (kerēme Kororipo Pā)

ki te Taraipiunara o Waitangi, e kōrero ana mō te tuku o Kororipo Pā ki ngā kaupupuri whenua motuhake, me te Old Land Claims 34/597. E rua anō ngā kerēme, ko Wai 1131 (Kororipo Pā Land Alienation Claim) me Wai 1247 (Kororipo Lands and Resources Claim). I tonoa hoki ēnei ki te Karauna i raro i te Treaty of Waitangi Act 1975, e wero ana i ngā tūkinotanga o te Karauna mō Kororipo Pā. Ko ngā kerēme e toru nei, i rangona e te Taraipiunara o Waitangi ki Te Paparahi o te Raki (Wai 1040). Koia i werohia kia whakahokia te pā ki a Ngāpuhi.

- (8) I whakatū ai Te Rūnanga o Ngāti Rēhia Trust i te tau 2002, whakarāpopoto nei, i āna mahi, kia ārahi, kia kōkiri anō hoki i ngā tini kaupapa o Ngāti Rēhia. Ka mutu, ko tētahi pānga ōna, hei whakakanohi i a Ngāti Rēhia ki roto i ngā take Tiriti o Waitangi, tae ana ki ngā take mō Kororipo Pā.
- (9) I te Oketopa, i te tau 2004, ki te hui i tū ki Kororipo Pā, i whakamanahia ai te tautoko o mua, i te Kerēme Wai 492 o Tuau Ahiroa Kemp, me te tū a Ngāti Rēhia hei kaikōrero, hei kaitiaki anō hoki mō te rohe o Kerikeri.
- (10) I te tau 2005, i rēhita ai a Kororipo Pā hei wāhi tapu, ki te rārangi whenua tapu o te New Zealand Historic Places Trust.
- (11) I te tau 2008, i te 26 o Hūrae, i tū tētahi hui o Ngāpuhi whānui ki Whītiora Marae. Ki reira whakaū anō ai te tautoko o Ngāpuhi whānui ki a Ngāti Rēhia kia whakahokia a Kororipo Pā.
- (12) I te tau 2015, i kōrero tahi a Te Rūnanga o Ngāti Rēhia Trust me te Papa Atawhai mō te whakahokitanga o Kororipo Pā ki a Ngāti Rēhia, ā, mā Ngāpuhi.
- (13) I te tau 2020, i te Akuhata, i tuku inoi atu a Ngāti Rēhia ki te Karauna kia whakaarohia te whakahokitanga o Kororipo Pā ki a Ngāti Rēhia, mā ngā hapū o Ngāpuhi, i roto i te pono, ā kia whai patanga mō tēnei take.
- (14) I te tau 2022, i te 22 o Akuhata, i pōwhiritia e te Karauna i Te Rūnanga o Ngāti Rēhia Trust kia tīmata ōkawa ngā whiriwhiri kōrero mō te tukutanga tōmuatanga torohū o Kororipo Pā Historic Reserve. I whakaae Te Rūnanga o Ngāti Rēhia Trust ki tērā tonu.
- (15) I te tau 2022, i te 29 o Noema, i karangahia he hui Ngāpuhi wānanga ai i te whakahokitanga tōmuatanga torohū o Kororipo Pā ki a Ngāpuhi. Ki taua hui, i whakaū anō ai te whakatau i whakatauhia ki te hui i tū i te tau 1994, i te Pēpuere ki Whītiora. Ko taua whakatau e mea ana, ko Ngāti Rēhia ngā kaitiaki o Kororipo Pā, ā, ko Ngāti Rēhia anō e ārahi ana, mā Te Rūnanga o Ngāti Rēhia Trust, i te noho ngātahi ki te Karauna, mō te whakahokitanga o Kororipo Pā.
- (16) I te tau 2023, i te 2 o Pēpuere, i Te Ahurea, Kerikeri, i mana ai ngā tikanga whakahaere tūhono i waenga i Te Rūnanga o Ngāti Rēhia me te Karauna e pā ana ki a Kororipo Pā.
- (17) I te tau 2024, i te 3 o Tīhema, hoinō, hei tohu i te pono o ngā whiriwhiri kōrero i waenga i ngā rōpū, i tuku te Karauna i te whakatau ōkawa kia whakahoki a



Kororipo Pā ki a Ngāti Rēhia, ko ngā kaitiaki, arā mā Ngāpuhi. Ko tā te whakataua, ka tuku “tōmua” a Kororipo Pā i te tūturutanga o te whakataunga take tiriti matawhānui mō Ngāpuhi e heke mai nei. I mihia e te Karauna te tū roa o Ngāti Rēhia hei kaitiaki o Kororipo Pā, arā, mā Ngāpuhi.

- (18) I te tau 2024, i te 3 o Tihema, i whakaae a Ngāti Rēhia ki te tuku o te Karauna.
- (19) I whakahaerehia ēnei noho ngātahitanga i roto i te pono. I te [whakaurua te rā], i waitohu Te Rūnanga o Ngāti Rēhia Trust me te Karauna i te Tuhinga Whakaae o te Tuku Tōmua.

Background to vesting of Kororipo Pā

- (1) Kororipo Pā is a site of cultural and historical significance to ngā hapū o Ngāpuhi, as a wāhi tapu, and is significant to the political and war history of ngā hapū o Ngāpuhi. Based at the head of Te Awa o Ngā Rangatira, Kerikeri, Kororipo Pā was strategically located to protect land and people from landward and seaward threats and was the meeting place for all the Ngāpuhi rangatira to hold counsel with other hapū on important political issues, and to assemble before going to war.
- (2) All of ngā hapū o Ngāpuhi connected to the pā are interrelated and have strong kinship connections. Their relationships to the pā and to one another continue to be maintained to this day in accordance with tikanga Māori.
- (3) British missionary James Kemp claimed he purchased land in 1838 that included the Kororipo Pā site, a transaction later classified as Old Land Claim 34/579. The Old Land Claims Commission of 1843 granted title of the site to James Kemp. However, that title was later called in and cancelled. After a second commission, the Crown issued Kemp a grant for Kororipo Pā on 27 October 1859. Ngāpuhi hapū have challenged this transaction and any process or grant that has purported to validate it, rejecting that the sale transaction ever took place or could have taken place.
- (4) Consequently, Ngāpuhi hapū have challenged all successive ownership transactions of the pā, including the transfer of the land to the Crown on 24 May 1957. Because of its significance to ngā hapū o Ngāpuhi, they have consistently sought the return of the pā to Ngāpuhi. Ngāpuhi hapū have consistently pursued this matter over the decades with successive governments, Crown officials, Crown agencies, the Native Land Court, and the private owners.
- (5) Despite these ownership disputes, Ngāti Rēhia, and Ngāpuhi hapū more broadly, have continued to uphold their kaitiakitanga obligations to the pā to this day.
- (6) On 13 February 1994, a hui of Ngāpuhi was called at Whitiara Marae, Te Tii to discuss Kororipo Pā. At that hui, Ngāpuhi rangatira confirmed Ngāti Rēhia to be the hapū kaitiaki of the Kerikeri area and therefore of Kororipo Pā.
- (7) Accordingly, in 1995, Tuau Ahiroa Kemp, on behalf of Ngāti Rēhia and Ngā Hapū me ngā Whānau o Ngāpuhi Nui Tonu, lodged Wai 492 (the Kororipo Pā Claim) with the Waitangi Tribunal concerning the passage of Kororipo Pā into



private ownership and Old Land Claim 34/597. 2 other claims, Wai 1131 (the Kororipo Pā Land Alienation Claim) and Wai 1247 (the Kororipo Lands and Resources Claim), were also lodged against the Crown under the Treaty of Waitangi Act 1975, raising grievances against the Crown concerning Kororipo Pā. All 3 claims were heard in the Te Paparahi o te Raki (Wai 1040) Waitangi Tribunal inquiry and sought the return of the pā to Ngāpuhi.

- (8) A trust was established in 2002 to, in summary, serve and further the interests of Ngāti Rēhia. To that end, one of the roles of Te Rūnanga o Ngāti Rēhia Trust includes representing Ngāti Rēhia in te Tiriti o Waitangi matters, including matters regarding Kororipo Pā.
- (9) In October 2004, a hui held at Kororipo Pā endorsed earlier support for Tuau Ahiroa Kemp's Wai 492 claim and Ngāti Rēhia as kaikōrero and kaitiaki for the Kerikeri area.
- (10) In 2005, the Kororipo Pā site was registered as a wāhi tapu area on the New Zealand Historic Places Trust Register.
- (11) On 26 July 2008, Ngāpuhi-wide support for Ngāti Rēhia to seek the return of Kororipo Pā was reconfirmed at a Ngāpuhi-wide hui held at Whitiora Marae.
- (12) In 2015, Te Rūnanga o Ngāti Rēhia Trust and the Department of Conservation held discussions regarding the return of Kororipo Pā to Ngāti Rēhia on behalf of Ngāpuhi.
- (13) In August 2020, Ngāti Rēhia requested that the Crown consider returning Kororipo Pā to Ngāti Rēhia on behalf of ngā hapū o Ngāpuhi as an act of good faith and sought engagement on this matter.
- (14) On 22 August 2022, the Crown invited Te Rūnanga o Ngāti Rēhia Trust to formally engage in negotiations about the potential early transfer of Kororipo Pā Historic Reserve. Te Rūnanga o Ngāti Rēhia Trust accepted that invitation.
- (15) On 29 November 2022, a hui of Ngāpuhi was called to discuss the potential early return of Kororipo Pā to Ngāpuhi. The hui reconfirmed the decisions made at the February 1994 hui held at Whitiora Marae that Ngāti Rēhia is the kaitiaki of Kororipo Pā and for Ngāti Rēhia, through Te Rūnanga o Ngāti Rēhia Trust, to lead the engagement with the Crown for the return of Kororipo Pā.
- (16) On 2 February 2023, Te Rūnanga o Ngāti Rēhia Trust and the Crown executed terms of engagement in relation to Kororipo Pā at Te Ahurea, Kerikeri.
- (17) On 3 December 2024, as a sign of good faith and in recognition of the negotiations that had taken place between the parties, the Crown made a formal offer for the return of Kororipo Pā to Ngāti Rēhia as kaitiaki, on behalf of Ngāpuhi. The offer proposed Kororipo Pā would be transferred "on-account" of a future comprehensive Ngāpuhi treaty settlement. The Crown acknowledged the long-standing role of Ngāti Rēhia as kaitiaki of Kororipo Pā on behalf of Ngāpuhi.
- (18) Ngāti Rēhia accepted the Crown's offer on 3 December 2024.



- (19) These engagements were undertaken in good faith, and on [insert date] Te Rūnanga o Ngāti Rēhia Trust and the Crown initialled a deed of on-account vesting.

Preliminary provisions

4 Purpose

The purpose of this Act is to give effect to certain provisions of the deed of on-account vesting entered into between the Crown and Te Rūnanga o Ngāti Rēhia Trust.

5 Provisions to take effect on vesting date

- (1) The provisions of this Act take effect on the vesting date unless stated otherwise.
- (2) Before the date on which a provision takes effect, a person may prepare or sign a document or do anything else that is required for—
- (a) the provision to have full effect on that date; or
 - (b) a power to be exercised under the provision on that date; or
 - (c) a duty to be performed under the provision on that date.

6 Act binds the Crown

This Act binds the Crown.

7 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 of the deed of on-account vesting.
- (2) This Part—
- (a) sets out the purpose of this Act; and
 - (b) provides that the provisions of this Act take effect on the vesting date unless a provision states otherwise; and
 - (c) specifies that the Act binds the Crown; and
 - (d) defines terms used in this Act; and
 - (e) provides for access to the deed of on-account vesting.
- (3) **Part 2** provides for the vesting of the fee simple estate in Kororipo Pā in Te Rūnanga o Ngāti Rēhia Trust.
- (4) The **Schedule** describes Kororipo Pā.

*Interpretation provisions***8 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 on-account vesting.

9 Interpretation

In this Act, unless the context otherwise requires,—

administering body has the meaning given in section 2(1) of the Reserves Act 1977

Crown has the meaning given in section 2(1) of the Public Finance Act 1989

deed of on-account vesting—

- (a) means the deed of on-account vesting dated {date} and signed by—
 - (i) the Honourable {name of Minister}, Minister for Treaty of Waitangi Negotiations and the Honourable {name of Minister}, Minister of Finance; and
 - (ii) {names of signatories}, being the trustees of Te Rūnanga o Ngāti Rēhia Trust; and
- (b) includes—
 - (i) the schedule of the deed; and
 - (ii) any amendments to the deed or its schedule

Director-General means the Director-General of Conservation

interest means a covenant, easement, lease, licence, licence to occupy, tenancy, or other right or obligation affecting property

Kororipo Pā means the land of that name described in the **Schedule**

record of title has the meaning given in section 5(1) of the Land Transfer Act 2017

Registrar-General has the meaning given to Registrar in section 5(1) of the Land Transfer Act 2017

reserve has the meaning given in section 2(1) of the Reserves Act 1977

Te Rūnanga o Ngāti Rēhia Trust means the board named Te Runanga o Ngati Rehia Trust that was incorporated under the Charitable Trusts Act 1957 on 8 April 2002 and has the registered number 1203918

trustees of Te Rūnanga o Ngāti Rēhia Trust means the trustees, acting in their capacity as the trustees, for the time being constituting Te Rūnanga o Ngāti Rēhia Trust

vesting date means the date that is 20 working days after the date on which this Act comes into force



working day means a day other than—

- (a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's birthday, Te Rā Aro ki a Matariki/Matariki Observance Day, and Labour Day;
- (b) if Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday;
- (c) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year;
- (d) the days observed as the anniversaries of the provinces of Auckland and Wellington.

Jurisdiction of courts, etc

10 Jurisdiction of courts, etc, removed

- (1) Despite any other enactment or rule of law, on and from the vesting date, no court, tribunal, or other judicial body has jurisdiction (including the jurisdiction to inquire or further inquire, or to make a finding or recommendation) in respect of—
 - (a) the deed of on-account vesting; or
 - (b) this Act; or
 - (c) the vesting provided under the deed of on-account vesting or this Act.
- (2) **Subsection (1)** does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or implementation of the deed of on-account vesting or this Act.

Miscellaneous matter

11 Access to deed of on-account vesting

The chief executive of the Office for Māori Crown Relations—Te Arawhiti must make copies of the deed of on-account vesting available—

- (a) for inspection free of charge, and for purchase at a reasonable price, at that Office in Wellington between 9 am and 5 pm on any working day; and
- (b) free of charge on an internet site maintained by or on behalf of that Office.



Part 2

Vesting of Kororipo Pā

General provisions applying to vesting

12 Property vested in fee simple and to be administered as reserve

- (1) The reservation of Kororipo Pā (being part of Kororipo Pa Historic Reserve) as a historic reserve subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Kororipo Pā vests in Te Rūnanga o Ngāti Rēhia Trust.
- (3) Kororipo Pā is declared a reserve and classified as a historic reserve subject to section 18 of the Reserves Act 1977.
- (4) That reserve is named Kororipo Pā Historic Reserve.

13 Kororipo Pā vests subject to or together with interests

Kororipo Pā, as vested under this Part, is subject to, or has the benefit of, any interests listed for Kororipo Pā in the third column of the table in the **Schedule**.

14 Interests that are not interests in land

- (1) This section applies to any interest (other than an interest in land) to which Kororipo Pā is subject that is listed for the property in the **Schedule**, and for which there is a grantor, whether or not the interest also applies to land outside Kororipo Pā.
- (2) The interest applies as if the owners of Kororipo Pā were the grantor of the interest in respect of Kororipo Pā.
- (3) The interest applies—
 - (a) until the interest expires or is terminated, but any subsequent transfer of Kororipo Pā must be ignored in determining whether the interest expires or is or may be terminated; and
 - (b) with any other necessary modifications; and
 - (c) despite any change in status of the land comprising Kororipo Pā.

15 Registration of ownership

- (1) The Registrar-General must, in accordance with a written application by an authorised person,—
 - (a) create a record of title for the fee simple estate in Kororipo Pā in the name of Te Rūnanga o Ngāti Rēhia Trust; and
 - (b) record on the record of title any interests that are registered, noted, or to be noted and that are described in the application.
- (2) **Subsection (1)** is subject to the completion of any survey necessary to create a record of title.



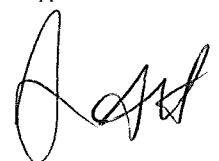
- (3) A record of title must be created under this section as soon as is reasonably practicable after the vesting date, but not later than—
- (a) 12 months after the vesting date; or
 - (b) any later date that is agreed in writing by the Crown and Te Rūnanga o Ngāti Rēhia Trust.
- (4) In this section, **authorised person** means a person authorised by the Director-General.

16 Application of Part 4A of Conservation Act 1987

- (1) The vesting of the fee simple estate in Kororipo Pā in Te Rūnanga o Ngāti Rēhia Trust under this Part 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) Section 24 of the Conservation Act 1987 does not apply to the vesting of Kororipo Pā.
- (3) If the reservation of Kororipo Pā under this Part is revoked for all or part of the property, the vesting of Kororipo Pā is no longer exempt from section 24 (except subsection (2A)) of the Conservation Act 1987 for all or that part of the property.
- (4) **Subsections (2) and (3)** do not limit **subsection (1)**.

17 Matters to be recorded on record of title

- (1) The Registrar-General must record on the record of title for Kororipo Pā—
- (a) that the land is subject to Part 4A of the Conservation Act 1987, but that section 24 of that Act does not apply; and
 - (b) that the land is subject to **sections 16(3) and 21**.
- (2) A notation 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 of Kororipo Pā under this Part is revoked for—
- (a) all of Kororipo Pā, the Director-General must apply in writing to the Registrar-General to remove from the record of title for Kororipo Pā the notations that—
 - (i) section 24 of the Conservation Act 1987 does not apply to Kororipo Pā; and
 - (ii) Kororipo Pā is subject to **sections 16(3) and 21**; or
 - (b) part of Kororipo Pā, the Registrar-General must ensure that the notations referred to in **paragraph (a)** remain only on the record of title for the part of Kororipo Pā that remains a reserve.



- (4) The Registrar-General must comply with an application received in accordance with **subsection (3)(a)**.

18 Application of other enactments

- (1) The vesting of the fee simple estate in Kororipo Pā under this Part does not—
- (a) limit section 10 or 11 of the Crown Minerals Act 1991; or
 - (b) affect other rights to subsurface minerals.
- (2) Sections 24 and 25 of the Reserves Act 1977 do not apply to the revocation, under this Part, of the reserve status of Kororipo Pā.
- (3) Section 11 and Part 10 of the Resource Management Act 1991 do not apply to—
- (a) the vesting of the fee simple estate in Kororipo Pā under this Part; or
 - (b) any matter incidental to, or required for the purpose of, the vesting.

19 Name of Crown protected area discontinued

- (1) **Subsection (2)** applies to the land in Kororipo Pā that, immediately before the vesting date, was part of a Crown protected area.
- (2) The official geographic name of the Crown protected area is discontinued in respect of the land and the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa must amend the Gazetteer accordingly.
- (3) In this section, **Crown protected area**, **Gazetteer**, and **official geographic name** have the meanings given in section 4 of the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008.

Further provisions applying to Kororipo Pā as reserve

20 Application of other enactments

- (1) Te Rūnanga o Ngāti Rēhia Trust is the administering body of Kororipo Pā.
- (2) Sections 78(1)(a), 79 to 81, and 88 of the Reserves Act 1977 do not apply in relation to Kororipo Pā.
- (3) If the reservation of Kororipo Pā under this Part is revoked under section 24 of the Reserves Act 1977 for all or part of the property, section 25(2) of that Act applies to the revocation, but not the rest of section 25 of that Act.
- (4) Kororipo Pā is not a Crown protected area under the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008, despite anything in that Act.
- (5) Kororipo Pā must not have a name assigned to it or have its name changed under section 16(10) of the Reserves Act 1977 without the written consent of the owners of the property, and section 16(10A) of that Act does not apply to the proposed name.



21 Subsequent transfer of reserve land

- (1) This section applies to all or the part of Kororipo Pā that remains a reserve under the Reserves Act 1977 after Kororipo Pā has vested in Te Rūnanga o Ngāti Rēhia Trust under this Part.
- (2) The fee simple estate in the reserve land may be transferred only in accordance with **section 22 or 23**.
- (3) In this section and **sections 22 to 24**, **reserve land** means the land that remains a reserve as described in **subsection (1)**.

22 Transfer of reserve land to new administering body

- (1) The registered owners of the reserve land may apply in writing to the Minister of Conservation for consent to transfer the fee simple estate in the reserve land to 1 or more persons (the **new owners**).
- (2) The Minister of Conservation must give written consent to the transfer if the registered owners satisfy the Minister that the new owners are able—
 - (a) to comply with the requirements of the Reserves Act 1977; and
 - (b) to perform the duties of an administering body under that Act.
- (3) The Registrar-General must, upon receiving the required documents, register the new owners as the owners of the fee simple estate in the reserve land.
- (4) The required 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 those for which it was held by the administering body immediately before the transfer; and
 - (b) the written consent of the Minister of Conservation to the transfer of the reserve land; and
 - (c) any other document required for the registration of the transfer instrument.
- (5) The new owners, from the time of their registration under this section,—
 - (a) are the administering body of the reserve land; and
 - (b) hold the reserve land for the same reserve purposes as those for which it was held by the administering body immediately before the transfer.
- (6) A transfer that complies with this section need not comply with any other requirements.

23 Transfer of reserve land if trustees change

The registered owners of the reserve land may transfer the fee simple estate in that 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' lawyer, verifying that **paragraphs (a) and (b)** apply.

24 Kororipo Pā not to be mortgaged

The owners of Kororipo Pā must not mortgage, or give a security interest in, the reserve land.

25 Saving of bylaws, etc, in relation to Kororipo Pā

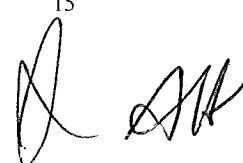
- (1) This section applies to any bylaw, or any prohibition or restriction on use or access, that an administering body or the Minister of Conservation made or imposed under the Conservation Act 1987 or the Reserves Act 1977 in relation to Kororipo Pā before it was vested in Te Rūnanga o Ngāti Rēhia Trust under this Part.
- (2) The bylaw, prohibition, or restriction remains in force until it expires or is revoked under the Conservation Act 1987 or the Reserves Act 1977.



Schedule
Kororipo Pā

ss 9, 13, 14

Name of property	Description	Interests
Kororipo Pā	<i>North Auckland Land District— Far North District</i> 1.8 hectares, approximately, being Part Lot 1 DP 44183. Part Transfer 588724. Subject to survey. As shown on Kororipo Pā plan.	Subject to being a historic reserve, as referred to in section 12(3) . Subject to an unregistered guiding permit with concession number 36921-GUI to Antipodes Travel Limited. Subject to an unregistered guiding permit with concession number NM-33917-GUI to Tourism Export Council of New Zealand Incorporated.

Two handwritten signatures in black ink, one appearing to be 'D' and the other 'SK'.