



Office of Hon Christopher Finlayson

Attorney-General
Minister for Treaty of Waitangi Negotiations
Minister for Arts, Culture and Heritage
Associate Minister of Māori Affairs

WITHOUT PREJUDICE

28 JUN 2013

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Tēnā koutou

Ngāi Te Rangi Agreement in Principle

It is my great pleasure to write to you record the Agreement in Principle reached between the Crown and Te Rūnanga o Ngāi Te Rangi Iwi Trust and Ngā Pōtiki a Tamapahore Trust which includes a total agreed financial redress amount of \$29.5 million. This is an important milestone towards the settlement of all your historical Treaty claims.

The Agreement in Principle is comprised of this letter and the following attachments:

- The Agreement in Principle Schedule (**Attachment A**) which contains standard clauses normally included in an Agreement in Principle;
- The draft Deed of Settlement (**Attachment B**) which identifies the redress to be provided subject to any modifications or requirements in the Agreement in Principle Schedule and contains the standard clauses that would normally be included in a Deed of Settlement subject to the parties' comprehensive review; and
- The On-account Deed of Settlement (**Attachment C**) which provides for the on-account payment of \$5.9 million to be paid to the Ngāi Te Rangi Settlement Trust.

Agreement in Principle 28 June 2013

The key outstanding matters that have yet to be agreed or completed before the Deed of Settlement can be initialled are:

- the Historical Account, Crown Acknowledgements and Crown Apology;
- resolution of overlapping claims to the satisfaction of the Crown;
- the availability of Ministry of Education sale and lease back redress as set out in the Agreement in Principle Schedule and any resulting amendments necessary to the draft Deed of Settlement;
- a response to Ngāi Te Rangī's proposal regarding the terms and conditions for the Ministry of Education sale and leaseback properties;
- a comprehensive review of the draft Deed of Settlement by the parties;
- the finalisation of the claimant definition and Wai claims to be settled; and
- the desire by Ngāi Pōtiki to include as redress in the deed of settlement the two NZTA RFR properties that are square bracketed in initialled TMIC deed of settlement (properties: 250544 & 250548).

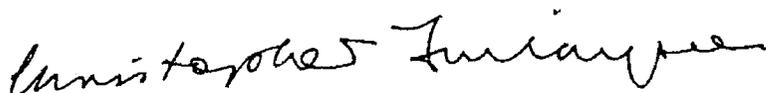
The Crown and Te Rūnanga o Ngāi Te Rangī Iwi Trust and Ngā Pōtiki a Tamapahore Trust have agreed to work towards resolving these matters in order to initial the Deed of Settlement in July 2013.

I also acknowledge that there remains an unresolved issue in respect of how the interests of Ngā Pōtiki are to be taken into account in the future allocation of certain redress items currently in the initialled Tauranga Moana Iwi collective (TMIC) deed of settlement.

Ngai Te Rangī have requested that the Crown explore the use of nominee provisions to assign redress for deferred settlement properties to hapu. The Crown's standard policy is that redress transfer to the Post Settlement Governance Entity. Ngai Te Rangī have expressed a preference that if nominee provisions are unavailable for deferred selection properties that the redress be amended to right of first refusal redress. The Crown will in good faith confirm the policy for nominee provisions. The parties will then resolve the use of deferred settlement or right of first refusal redress over properties which are listed for deferred settlement redress.

Please counter-sign this letter below and return it to the Office of Treaty Settlements. I would like to take this opportunity to thank you for all your hard work on these negotiations, particularly in the last three months. I have scheduled time in my diary to initial the Deed of Settlement with you on 29 July in Wellington. I look forward to this occasion.

Nāku noa, nā



Hon Christopher Finlayson
Minister for Treaty of Waitangi Negotiations

COUNTERSIGNATURES:



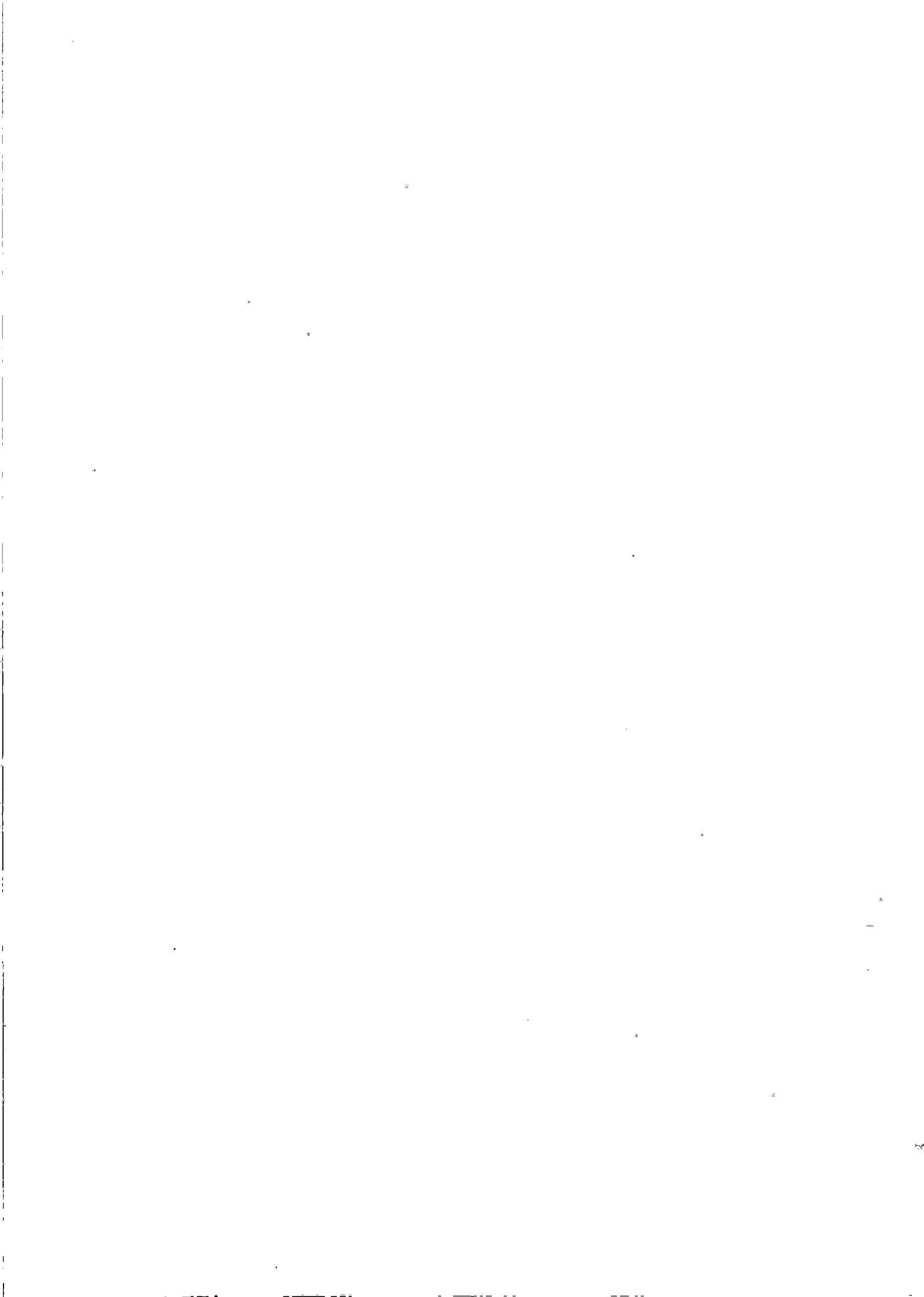
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TE RŪNANGA O NGĀI TE RANGI IWI TRUST

NGĀ POTIKI A TAMAPAHORE

and

THE CROWN

AGREEMENT IN PRINCIPLE

SCHEDULE

28 June 2013

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1 BACKGROUND

Mandate and terms of negotiation

- 1.1 As outlined in the draft deed of settlement Ngāi Te Rangi and Ngā Potiki mandated Te Rūnanga o Ngāi Te Rangi Iwi Trust and Ngā Potiki a Tamapahore Trust respectively to negotiate with the Crown a deed of settlement that acknowledges Crown Treaty breaches against Ngāi Te Rangi and Ngā Potiki, and provides redress within their areas of interest and settles the historical Treaty of Waitangi claims of both Ngāi Te Rangi and Ngā Potiki.

Nature and scope of deed of settlement agreed

- 1.2 The mandated negotiators for Ngāi Te Rangi, Ngā Potiki and the Crown have agreed, in principle, the nature and scope of the deed of settlement.
- 1.3 This Agreement in Principle Schedule, the Crown's letter dated 28 June 2013 with attached draft deed of settlement and the on-account deed collectively records this agreement.

2 AGREEMENT IN PRINCIPLE

- 2.1 Ngāi Te Rangi, Ngā Potiki and the Crown agree –
- 2.1.1 that, in principle, the nature and scope of the deed of settlement is to be as provided in the draft deed of settlement as modified by this agreement in principle; and
- 2.1.2 to work together in good faith to develop, as soon as reasonably practicable, a deed of settlement based on this agreement in principle; and

AGREEMENT IN PRINCIPLE SCHEDULE

- 2.1.3 the deed of settlement is to be signed by or on behalf of Ngāi Te Rangi, Ngā Potiki, their respective governance entities, and the Crown.

3 SETTLEMENT

- 3.1 The settlement provisions will be outlined in the draft deed of settlement consistent with other deeds of settlement.

Redress

- 3.2 The deed of settlement will provide for redress in accordance with this agreement in principle.

- 3.3 However, the deed of settlement will include –

3.3.1 redress contemplated by this agreement in principle only if any overlapping claim issues in relation to that redress have been addressed to the satisfaction of the Crown; and

3.3.2 a property that this agreement in principle specifies as a potential cultural redress property, or a commercial property, or a potential deferred selection property or a Northern property, subject to final written confirmation from the Crown that each of those properties is available. If any such potential property is not available, the Crown is under no obligation to substitute that property with another property but in good faith, will consider alternative redress options.

- 3.4 If, for any reason, the Crown is unable to confirm any redress contemplated by this agreement in principle due to overlapping claims or other reason, the parties will discuss alternative redress or mechanisms to ensure that the value and composition of the package contemplated by this agreement in principle is maintained in the deed of settlement.

Transfer or vesting of settlement properties

- 3.5 The settlement documentation is to provide that the vesting or transfer of:

3.5.1 a redress property, commercial property or a Northern property will be subject to –

- (a) any further identification and/or survey required;
- (b) Part 4A of the Conservation Act 1987 (unless the settlement documentation provides otherwise);
- (c) sections 10 and 11 of the Crown Minerals Act 1991; and
- (d) any relevant provisions included in the settlement documentation.

AGREEMENT IN PRINCIPLE SCHEDULE

- 3.5.2 a redress property, potential deferred selection property, commercial property or Northern Property will be subject to any encumbrance or right, in relation to that property, that the settlement documentation either –
- (a) describes as existing at the date of the deed of settlement; or
 - (b) requires to be created on or before settlement date; or
 - (c) described in the disclosure information provided for that commercial property (and not varied during the pre-purchase period).
- 3.6 The Crown will provide disclosure on all properties (other than potential Deferred Selection Properties) which are to be transferred or vested through the deed of settlement as soon as reasonably practicable following the signing of this agreement in principle.

4 HISTORICAL ACCOUNT, ACKNOWLEDGEMENT AND APOLOGY

- 4.1 A historical account, Crown Acknowledgement and Apology covering both Ngāi Te Rangi and Ngā Potiki will be included in the deed of settlement once agreed.

5 CULTURAL REDRESS

- 5.1 The cultural redress is outlined in the draft deed of settlement.

6 FINANCIAL AND COMMERCIAL REDRESS

Financial and commercial redress amount

- 6.1 The financial and commercial redress is outlined in the draft deed of settlement.
- 6.2 The on-account deed payment will be made to Ngāi Te Rangi Settlement Trust. The Ngāi Te Rangi Settlement Trust will be reviewed by the Crown and will be put to the members of Ngāi Te Rangi for ratification before the deed of settlement is signed.
- 6.3 Sale and leaseback of Ministry of Education sites as Ngāi Te Rangi redress is subject to the outcome of the Crown's consideration of Ngāi Te Rangi's proposal (as referenced in the Agreement in Principle letter dated 28 June 2013).
- 6.4 Sale and leaseback of Ministry of Education sites are subject to standard Ministry of Education policies regarding sale and leasebacks and operational considerations, if relevant. This includes that sale and leasebacks are for land only and are subject to an agreed registrable ground lease for the property with ownership of the improvements remaining unaffected by the transfer, and that any potential Deferred Selection

AGREEMENT IN PRINCIPLE SCHEDULE

Properties will be available for selection for a maximum period of 2 years following the settlement date.

- 6.5 The mechanism and timeframes for how and when the Ministry of Education sale and leaseback sites are valued and purchased need to be agreed and confirmed for inclusion in the deed of settlement prior to initialling. Any commercial property referred to in the draft deed of settlement may be, with the agreement of both parties, included instead as a deferred selection property on the terms and conditions of recent Treaty Settlements, with the potential variation that the timeframes for valuation are to commence after the deed of settlement is initialled or signed.
- 6.6 Sale and leaseback of Ministry of Education sites will only be available to be included in the deed of settlement for initialling if:
- 6.6.1 the transfer value (if the transfer value is to be inserted in to the deed of settlement for initialling) or the agreed valuation process in accordance with standard Ministry of Education policies (to be inserted in the draft deed of settlement for initialling); and
- 6.6.2 the lease form to be inserted in the draft deed of settlement for initialling.
- are agreed no later than 1 week prior to initialling of the deed of settlement.
- 6.7 A sale and leaseback Ministry of Education property will cease to be a sale and leaseback property if before the settlement date (in respect of commercial properties) or before receipt of an election notice (in respect of potential deferred selection properties) the Ministry of Education notifies that the site has become surplus to its requirements. If the Ministry of Education notifies that the site has become surplus to its requirements that property will be listed as a right of first refusal property.
- 6.8 The draft deed of settlement are be subject to amendment in accordance with paragraph 6.3-6.5 above and related standard Ministry of Education policies once the nature of the redress and its availability is confirmed. The draft deed of settlement will be subject to amendment in accordance with the outcome of the Crown's consideration of Ngāi Te Rangi's proposal (as referenced in the Agreement in Principle letter dated 28 June 2013).

7 INTEREST AND TAX

Interest

- 7.1 The on account deed and deed of settlement will provide for the Crown to pay interest to the governance entity.
- 7.2 The interest amounts payable are -
- 7.2.1 payable at the rate from time to time set as the official cash rate by the Reserve Bank, calculated on a daily basis but not compounding;

AGREEMENT IN PRINCIPLE SCHEDULE

7.2.2 subject to any tax payable in relation to them; and

7.2.3 payable after withholding any tax required by legislation to be withheld.

Tax

7.3 The draft deed of settlement provides that, subject to the Minister of Finance's consent, the Crown must indemnify the governance entity for any GST or income tax payable in respect of the provision of Crown redress.

8 NEXT STEPS

Disclosure information

8.1 The Crown will, as soon as reasonably practicable, prepare and provide to Ngāi Te Rangi and Nga Potiki the disclosure information not yet provided in relation to –

8.1.1 each potential cultural redress property; and

8.1.2 each potential commercial property or commercial redress property.

Resolution of outstanding matters

8.2 The parties will work together to agree, as soon as reasonably practicable, all matters necessary to complete the deed of settlement, including agreeing on or determining as the case may be –

8.2.1 the issues identified in the Agreement in Principle letter dated 28 June 2013

8.2.2 the terms of –

(a) the historical account; and

(b) the Crown's Acknowledgement and Apology; and

8.2.3 the terms of the cultural redress;

8.2.4 the cultural redress properties, the commercial redress properties, the commercial properties, the deferred selection properties, and the RFR land from the potential properties or land identified for potential inclusion in the draft deed of settlement; and

8.2.5 the transfer values of the commercial redress properties or commercial properties (in accordance with the valuation process agreed by the parties); and

8.2.6 the terms of a registrable ground lease for any leaseback property; and

AGREEMENT IN PRINCIPLE SCHEDULE

- 8.2.7 the initial market rental for any sale and leaseback commercial redress property or commercial property that is not a Ministry of Education sale and leaseback properties; and
- 8.2.8 the terms of the following (which will, where appropriate, be based on the terms provided in recent settlement documentation):
 - (a) the transfer of the commercial redress properties or commercial properties; and
 - (b) the RFR, including the circumstances in which RFR land may be disposed of without the RFR applying; and
 - (c) the tax indemnity; and
- 8.2.9 the following documents:
 - (a) the lease forms; and
 - (b) the settlement legislation; and
- 8.2.10 all other necessary matters.

Development of governance entity and ratification process

- 8.3 Ngāi Te Rangi and Ngāi Potiki will each, as soon as reasonably practicable, -
 - 8.3.1 form a governance entity that the Crown is satisfied meets the requirements of clause 9.1.2(a); and
 - 8.3.2 develop a ratification process referred to in clause 9.1.2(b) that is approved by the Crown.

9 CONDITIONS

Entry into deed of settlement conditional

- 9.1 The Crown's entry into the deed of settlement is subject to –
 - 9.1.1 the Crown being satisfied that Ngāi Te Rangi and Ngā Potiki have each –
 - (a) established a governance entity that –
 - (i) is appropriate to receive the redress; and
 - (ii) provides Ngāi Te Rangi and Ngā Potiki respectively with, –
 - (I) appropriate representation; and

AGREEMENT IN PRINCIPLE SCHEDULE

- (II) transparent decision-making and dispute resolution processes; and
 - (III) full accountability; and
- (b) approved, by a ratification process approved by the Crown, –
- (i) the governance entity to receive the redress; and
 - (ii) the settlement on the terms provided in the deed of settlement; and
 - (iii) signatories to sign the deed of settlement on behalf of Ngāi Te Rangi and Ngā Potiki.

Settlement conditional on settlement legislation

- 9.2 The deed of settlement is to provide that the settlement is conditional on settlement legislation coming into force although some provisions may be binding on and from the date the deed of settlement is signed.

10 GENERAL

Nature of this agreement in principle

- 10.1 This agreement in principle –
- 10.1.1 is entered into on a without prejudice basis; and
 - 10.1.2 in particular, may not be used as evidence in proceedings before, or presented to, the Waitangi Tribunal, any court, or any other judicial body or tribunal; and
 - 10.1.3 is non-binding; and
 - 10.1.4 does not create legal relations.

Termination of this agreement in principle

- 10.2 The Crown or the mandated negotiators, on behalf of Ngāi Te Rangi and Nga Potiki , may terminate this agreement in principle by notice to the other.
- 10.3 Before terminating this agreement in principle, the Crown or the mandated negotiators, as the case may be, must give the other at least 20 business days notice of an intention to terminate.
- 10.4 This agreement in principle remains without prejudice even if it is terminated.

AGREEMENT IN PRINCIPLE SCHEDULE

Definitions

10.5 In this agreement in principle –

10.5.1 the terms defined in the definitions schedule have the meanings given to them in the draft deed of settlement; and

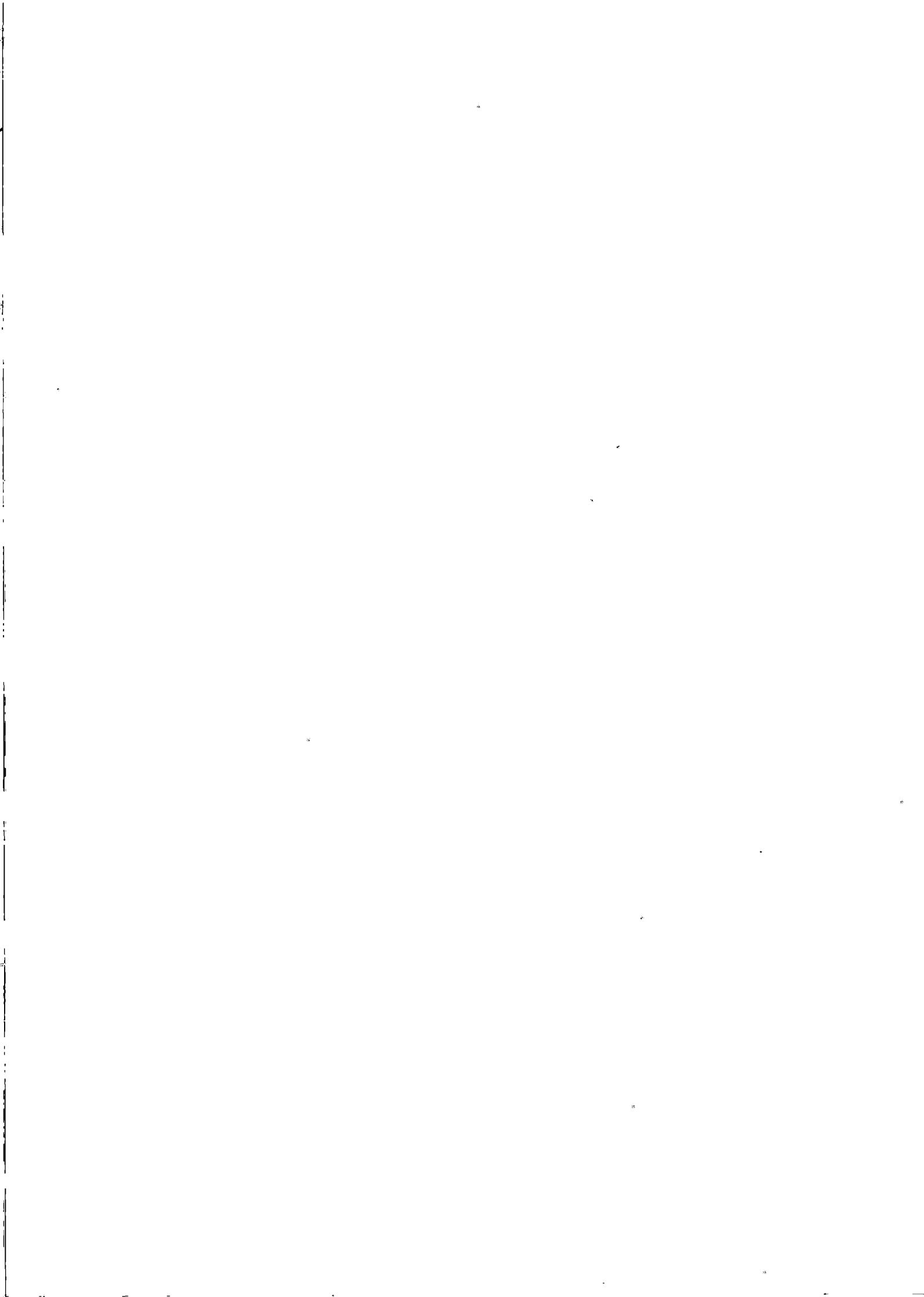
10.5.2 all parts of speech, and grammatical forms, of a defined term have a corresponding meaning.

Interpretation

10.6 In this agreement in principle -

10.6.1 headings are not to affect its interpretation; and

10.6.2 the singular includes the plural and vice versa.



NGĀI TE RANGI

and

NGĀ PŌTIKI

and

[NGĀI TE RANGI SETTLEMENT TRUST]

and

[NGĀ PŌTIKI A TAMAPAHORE TRUST]

and

THE CROWN

**DEED OF SETTLEMENT OF
HISTORICAL CLAIMS**

[DATE]

PURPOSE OF THIS DEED

This deed:

- sets out an account of the acts and omissions of the Crown before 21 September 1992 that affected Ngāi Te Rangi [and Ngā Pōtiki] and breached the Treaty of Waitangi and its principles; and
- provides an acknowledgment by the Crown of the Treaty breaches and an apology; and
- settles the historical claims of the [settling group]; and
- specifies the cultural redress, and the financial and commercial redress, to be provided in settlement to the Ngāi Te Rangi governance entity and the Ngā Pōtiki governance entity that has been approved by [the settling group] to receive the redress; and
- includes definitions of:
 - the historical claims; and
 - [the settling group]; and
- provides for other relevant matters; and
- is conditional upon settlement legislation coming into force.

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GENERAL MATTERS

1. Implementation of settlement
2. Interest
3. Tax
4. Notice
5. Miscellaneous
6. Defined terms
7. Interpretation

PROPERTY REDRESS

1. Disclosure information and warranty
2. Vesting of cultural redress properties
3. A Northern properties
B Commercial properties
4. Terms of transfer for Northern and commercial properties
5. Notice in relation to properties
6. Definitions

LEGISLATIVE MATTERS SCHEDULE

1. Introduction
2. Title, Commencement, and purpose provisions
3. Settlement provisions
4. Settlement implementation provisions
5. Provisions for statutory acknowledgement
6. Provisions for new and altered geographic names
7. Provisions vesting cultural redress properties
8. Provisions specifying terms of vesting
9. Provisions relating to reserve sites
10. Provisions relating to Northern and commercial properties
11. RFR Provisions
12. Miscellaneous Provisions
13. Statutory areas
14. Cultural redress properties

DOCUMENTS

- 1. Statements of association and statement of coastal values**
- 2. RFR deed over certain quota**
- 3. Encumbrances**
- 4. Leases for leaseback commercial properties**
- 5. Deed of on account arrangements**
- 6. Right of way Easement over Otānewainuku**

ATTACHMENTS

Area of interest

Deed plans

RFR land

DEED OF SETTLEMENT

THIS DEED is made between

NGĀI TE RANGI

and

NGĀ PŌTIKI

and

[Ngāi Te Rangi Settlement Trust]

and

[Ngā Pōtiki a Tamapahore Trust]

and

THE CROWN

1 BACKGROUND

[BACKGROUND TO CLAIMS]

NEGOTIATIONS

- 1.1 In 2008, Te Rūnanga o Ngāi Te Rangi Iwi Trust sought and obtained a mandate to represent the Ngāi Te Rangi hapū and claimants. Te Rūnanga o Ngāi Te Rangi Iwi Trust did not obtain a mandate from Ngā Pōtiki.
- 1.2 In October 2008, the Crown confirmed the mandate of Te Rūnanga o Ngāi Te Rangi Iwi Trust to negotiate a settlement of all the historical Treaty of Waitangi claims of Ngāi Te Rangi. This was on the condition that Ngā Pōtiki be given the opportunity to participate in negotiations.
- 1.3 In February 2009, Te Rūnanga o Ngāi Te Rangi Iwi Trust and the mandating hapū established Te Hononga o Ngā Hapū o Ngāi Te Rangi Iwi ("Te Hononga") to provide the Ngāi Te Rangi hapū with direct input into the negotiation of their historical claims. Te Hononga comprised representatives appointed by the following hapū: Ngāti He, Ngāi Tukairangi, Ngāti Kuku, Ngāti Tapu, Ngāi Tuwhiwhia, Ngāti Tauaiti, Ngāi Tamawhariua, Te Whanau a Tauwhao and Te Ngare. Membership of Te Hononga was made available to Ngā Pōtiki.
- 1.4 In July 2010, Te Rūnanga o Ngāi Te Rangi Iwi Trust and the Crown entered into terms of negotiation which set out the scope, objectives and general procedures for negotiations.
- 1.5 In 2010, the Ngā Pōtiki a Tamapahore Trust obtained a mandate from Ngā Pōtiki to negotiate a settlement of their historical claims.
- 1.6 On 15 December 2010, the Crown provided Te Rūnanga o Ngāi Te Rangi Iwi Trust with a letter setting out the Crown's negotiating parameters and making a quantum offer.
- 1.7 On 23 December 2010, Te Rūnanga o Ngāi Te Rangi Iwi Trust responded to the scope and general content of the letter received from the Crown on 15 December 2010 including the initial quantum offer. Te Rūnanga o Ngāi Te Rangi Iwi Trust considered that the initial quantum offer was not a fair reflection of the nature and extent of their grievances and therefore sought to continue negotiations on the quantum offer.
- 1.8 In April 2011, Te Rūnanga o Ngāi Te Rangi Iwi Trust and the Ngā Pōtiki a Tamapahore Trust, with the endorsement of Te Hononga, agreed a negotiations and settlement framework enabling both parties to move forward in negotiations with the Crown.
- 1.9 Through the negotiations and settlement framework, Te Rūnanga o Ngāi Te Rangi Iwi Trust and the Ngā Pōtiki a Tamapahore Trust agreed:
 - 1.9.1 there will be one Ngāi Te Rangi settlement which will include Ngā Pōtiki;
 - 1.9.2 there will be a single negotiations table for both Ngāi Te Rangi and Ngā Pōtiki;
 - 1.9.3 Ngā Pōtiki shall appoint a negotiator and alternate to represent Ngā Pōtiki;

1: BACKGROUND

- 1.9.4 Te Rūnanga o Ngāi Te Rangi Iwi Trust's negotiators will negotiate generic matters and the specific and exclusive matters for the hapū that had mandated Te Rūnanga o Ngāi Te Rangi Iwi Trust;
 - 1.9.5 the Ngā Pōtiki negotiator will negotiate Ngā Pōtiki specific and exclusive matters;
 - 1.9.6 membership of Te Hononga by Ngā Pōtiki may evolve over time;
 - 1.9.7 important decisions will be made by a consensus between the mandated representatives of Ngāi Te Rangi and Ngā Pōtiki (for example, confirmed offer, draft deed of settlement);
 - 1.9.8 Te Rūnanga o Ngāi Te Rangi Iwi Trust will support Ngā Pōtiki funding applications to the Office of Treaty Settlements and Crown Forestry Rental Trust;
 - 1.9.9 Te Rūnanga o Ngāi Te Rangi Iwi Trust support the Crown recognition of the Ngā Pōtiki mandate; and
 - 1.9.10 Ngā Pōtiki will confirm that the condition attached to the mandate of Te Rūnanga o Ngāi Te Rangi Iwi Trust is satisfied.
- 1.10 In May 2011, the Crown confirmed the mandate of the Ngā Pōtiki a Tamapahore Trust to represent the Ngā Pōtiki claimant community in negotiations for the settlement of their historical Treaty of Waitangi claims as part of the negotiations framework agreed with Te Rūnanga o Ngāi Te Rangi Iwi Trust.
 - 1.11 In April 2012, the Ngā Pōtiki a Tamapahore Trust (as mandated entity) and the Crown entered into Terms of Negotiation which set out the scope, objectives and general procedures for negotiations.
 - 1.12 [Ngāi Te Rangi, Ngāti Pūkenga and Ngā Hapū o Ngāti Ranginui entered into a collective negotiations arrangement with one another in 2010 in order to negotiate collective redress and became known as the Tauranga Moana Iwi Collective ("TMIC").
 - 1.13 On 15 December 2010 TMIC were advised of the Crown's negotiation parameters in relation to TMIC.
 - 1.14 The redress in respect of each individual iwi comprising TMIC is to be set out in their respective individual deeds of settlement and insofar as their collective interests are concerned, in the Collective deed.]
 - 1.15 The Te Rūnanga o Ngāi Te Rangi Iwi Trust, the Ngā Pōtiki a Tamapahore Trust, as mandated entities, and the Crown:
 - 1.15.1 [by agreement dated [**date**], agreed, in principle, that the settling group and the Crown were willing to enter into a deed of settlement on the basis set out in the agreement; and]
 - 1.15.2 since [the agreement in principle], have:
 - (a) had extensive negotiations conducted in good faith; and
 - (b) negotiated and initialled a deed of settlement.

1: BACKGROUND

- 1.16 [Ngāi Te Rangi has established the Ngāi Te Rangi Settlement Trust to be its post settlement governance entity.]
- 1.17 [Ngā Pōtiki has established the Ngā Pōtiki a Tamapahore Trust to be its post settlement governance entity.]

RATIFICATION AND APPROVALS

- 1.18 [Settling group] have, since the initialling of the deed of settlement, by a majority of:
- 1.18.1 [**percentage**]% of Ngāi Te Rangi and Ngā Pōtiki ratified this deed and approved its signing on their behalf by [the Ngāi Te Rangi governance entity and the Ngā Pōtiki governance entity];
 - 1.18.2 [**percentage**]% of Ngāi Te Rangi approved the Ngāi Te Rangi governance entity receiving the redress; and
 - 1.18.3 [**percentage**]% of Ngā Pōtiki approved the Ngā Pōtiki governance entity receiving the redress.
- 1.19 Each majority referred to in clause 1.18 is of valid votes cast in a ballot by eligible members of the [settling group].
- 1.20 [The Ngāi Te Rangi governance entity and the Ngā Pōtiki governance entity approved entering into, and complying with, this deed by [**process (resolution of trustees etc)**] on [**date**].]
- 1.21 The Crown is satisfied:
- 1.21.1 with the ratification and approvals of the [settling group] referred to in clause 1.18; and
 - 1.21.2 with the approval of the Ngāi Te Rangi governance entity and the Ngā Pōtiki governance entity, referred to in clause 1.20; and
 - 1.21.3 the Ngāi Te Rangi governance entity and the Ngā Pōtiki governance entity are appropriate to receive the redress.

AGREEMENT

- 1.22 Therefore, the parties:
- 1.22.1 in a spirit of co-operation and compromise wish to enter, in good faith, into this deed settling the historical claims; and
 - 1.22.2 agree and acknowledge as provided in this deed.

2 HISTORICAL ACCOUNT

- 2.1. The Crown's acknowledgement and apology to the [settling group] in part 3 are based on this historical account.
- 2.3. [*Historical account*].

3 ACKNOWLEDGEMENT AND APOLOGY

ACKNOWLEDGEMENT

3.1 [*Acknowledgment*]

APOLOGY

3.2 [*Apology*].

4 SETTLEMENT

ACKNOWLEDGEMENTS

- 4.1 Each party acknowledges that:
- 4.1.1 the other parties have acted honourably and reasonably in relation to the settlement; but
 - 4.1.2 the provision of full compensation by the Crown to the [settling group] is not possible; and
 - 4.1.3 by agreeing to this settlement, the [settling group] are foregoing full compensation to contribute to New Zealand's development; and
 - 4.1.4 the settlement is intended to enhance the ongoing relationship between the [settling group] and the Crown (in terms of the Treaty of Waitangi, its principles, and otherwise).
- 4.2 The [settling group] acknowledge that, taking all matters into consideration (some of which are specified in clause 4.1), the settlement is fair in the circumstances.

SETTLEMENT

- 4.3 Therefore, on and from the settlement date:
- 4.3.1 the historical claims are settled; and
 - 4.3.2 the Crown is released and discharged from all obligations and liabilities in respect of the historical claims; and
 - 4.3.3 the settlement is final.
- 4.4 Except as provided in this deed or the settlement legislation, the parties' rights and obligations remain unaffected.

REDRESS

- 4.5 The redress, to be provided in settlement of the historical claims:
- 4.5.1 is intended to benefit the [settling group] collectively; but
 - 4.5.2 may benefit particular members, or particular groups of members, of the [settling group] if the Ngāi Te Rangi governance entity and the Ngā Pōtiki governance entity so determine in accordance with the relevant governance entity's procedures.

IMPLEMENTATION

- 4.6 The settlement legislation will, on the terms provided by part [3] of the legislative matters schedule:
- 4.6.1 settle the historical claims; and

4: SETTLEMENT

- 4.6.2 exclude the jurisdiction of any court, tribunal, or other judicial body in relation to the historical claims and the settlement; and
- 4.6.3 provide that the legislation referred to in paragraph [4.4] of the legislative matters schedule does not apply:
- (a) to a cultural redress property, a Northern property, a commercial property if settlement of that property has been effected, or any RFR land; or
 - (b) for the benefit of the [settling group] or a representative entity; and
- 4.6.4 require any resumptive memorial to be removed from a computer register for, a cultural redress property, a Northern property, a commercial property if settlement of that property has been effected, or any RFR land; and
- 4.6.5 provide that the rule against perpetuities and the Perpetuities Act 1964 does not:
- (a) apply to a settlement document; [or]
 - (b) [prescribe or restrict the period during which:
 - (i) the trustees of the Ngāi Te Rangi Settlement Trust, being the Ngāi Te Rangi governance entity, may hold or deal with property; and
 - (ii) the trustees of the Ngā Pōtiki a Tamapahore Trust, being the Ngā Pōtiki governance entity may hold or deal with property; and
 - (iii) the Ngāi Te Rangi Settlement Trust may exist; and]
 - (iv) the Ngā Pōtiki a Tamapahore Trust may exist; and
- 4.6.6 require the Secretary for Justice to make copies of this deed publicly available.
- 4.7 Part 1 of the general matters schedule provides for other action in relation to the settlement.

5 CULTURAL REDRESS

CULTURAL FUND

- 5.1 The Crown will pay:
- 5.1.1 to the Ngāi Te Rangi governance entity on the date the draft settlement bill has been approved for introduction into the House of Representatives a cash payment of \$900,000.00 (plus GST, if any); and
 - 5.1.2 to the Ngā Pōtiki governance entity on the date the draft settlement bill has been approved for introduction into the House of Representatives a cash payment of \$100,000.00 (plus GST, if any).

CULTURAL REDRESS PROPERTIES

- 5.2 The settlement legislation will vest in the Ngāi Te Rangi governance entity on the settlement date:

As a scenic reserve

- 5.2.1 the fee simple estate in each of the following sites as a scenic reserve, with the Ngāi Te Rangi governance entity as the administering body:
- (a) Motuotau Island Scenic Reserve;
 - (b) Tetley Road Marginal strip;
 - (c) Ottawa Scenic Reserve (Part Ottawa (No. 2) Block);
 - (d) Waitao Stream Marginal Strip; and

As a local purpose (wildlife) reserve

- 5.2.2 the fee simple estate in the following site as a local purpose (wildlife) reserve, with the Ngāi Te Rangi governance entity as the administering body:
- (a) Karewa Island Wildlife Sanctuary (as shown on deed plan [.....]), [subject to an ongoing management right to the Department of Conservation].

- 5.3 The settlement legislation will vest in the Ngā Pōtiki governance entity on the settlement date:

As a scenic reserve

- 5.3.1 the fee simple estate in the following site as a scenic reserve, with the Ngā Pōtiki governance entity as the administering body:
- (a) Otara - 10 hectares of the Ottawa Scenic Reserve].

5: CULTURAL REDRESS

- 5.4 The parties acknowledge that it is the intention of the Ngāi Te Rangi governance entity to transfer the property referred to in clause 5.2.1(c) to the descendants of the former owners of this property.

Jointly vested as a scenic reserve

- 5.5 The settlement legislation will, on the terms provided by paragraph [7.10] of the legislative matters schedule, jointly vest the fee simple estate in Pūwhenua (recorded name is Puwhenua) (as shown on deed plan [OTS-]) as a scenic reserve in the following entities as tenants in common:

- 5.5.1 the Ngāi Te Rangi governance entity as to an undivided 1/6 share;
- 5.5.2 the trustees of Te Kapu o Waitaha as to an undivided 1/6 share;
- 5.5.3 the trustees of Tapuika Iwi Authority Trust as to an undivided 1/6 share;
- 5.5.4 the trustees of Te Tahuhu o Tawakeheimoa Trust as to an undivided 1/6 share;
- 5.5.5 the trustees of Ngā Hapū o Ngāti Ranginui Settlement Trust as to an undivided 1/6 share; and
- 5.5.6 the trustees of Te Tāwharau o Ngāti Pūkenga Trust as to an undivided 1/6 share.

- 5.6 The settlement legislation will on the terms provided by paragraph [9.10] of the legislative matters schedule establish a joint management body, which will be the administering body for the reserve.

Jointly vested as a scenic reserve subject to a right of way easement

- 5.7 The settlement legislation will on the terms provided by paragraph [7.9] of the legislative matters schedule, vest the fee simple estate in Otānewainuku (recorded name is Otanewainuku) (as shown on deed plan [OTS-]) as a scenic reserve in the following entities as tenants in common:

- 5.7.1 the Ngāi Te Rangi governance entity as to an undivided 1/6 share;
- 5.7.2 the trustees of Te Kapu o Waitaha as to an undivided 1/6 share;
- 5.7.3 the trustees of Tapuika Iwi Authority Trust as to an undivided 1/6 share;
- 5.7.4 the trustees of Te Tahuhu o Tawakeheimoa Trust as to an undivided 1/6 share;
- 5.7.5 the trustees of Ngā Hapū o Ngāti Ranginui Settlement Trust as to an undivided 1/6 share; and
- 5.7.6 the trustees of Te Tāwharau o Ngāti Pūkenga Trust as to an undivided 1/6 share.

- 5.8 The settlement legislation will on the terms provided by paragraph [9.10] of the legislative matters schedule establish a joint management body, which will be the administering body for the reserve.

5: CULTURAL REDRESS

Vesting date for Pūwhenua and Otānewainuku

- 5.9 The settlement legislation will, on the terms provided by paragraphs [7.9] to [7.11] of the legislative matters schedule, provide that the vestings of, and establishment of the joint management bodies for, Pūwhenua and Otānewainuku will occur on a date to be specified by the Governor-General by Order in Council, on recommendation by the Minister of Conservation.
- 5.10 The settlement legislation will, on the terms provided by paragraphs [7.9] to [7.11] of the legislative matters schedule, provide that the Minister must not make the recommendation referred to in clause 5.9 to the Governor-General until the following Acts of Parliament have come into force:
- 5.10.1 the settlement legislation; and
- 5.10.2 the legislation required to be proposed for introduction to the House of Representatives under each of the following deeds:
- (a) the Waitaha settlement deed;
 - (b) the Tapuika settlement deed;
 - (c) the Ngāti Rangiwewehi settlement deed;
 - (d) the Ngāti Ranginui settlement deed; and
 - (e) the Ngāti Pūkenga settlement deed.
- 5.11 Pursuant to clause 7.2, the Crown and the Ngāi Te Rangi governance entity and the Ngā Pōtiki governance entity will agree in writing to any necessary changes to the draft settlement bill proposed for introduction to the House of Representatives so as to give effect to the vesting of Pūwhenua and Otānewainuku in the manner specified in clauses [5.7] and [5.10].
- 5.12 Each cultural redress property is to be:
- 5.12.1 as described in part [14] of the legislative matters schedule; and
- 5.12.2 vested on the terms provided by:
- (a) parts [7] to [9] of the legislative matters schedule; and
 - (b) part 2 of the property redress schedule; and
- 5.12.3 subject to any encumbrances or other documentation in relation to that property:
- (a) to be provided by the relevant governance entity; or
 - (b) required by the settlement legislation; and
 - (c) in particular, referred to by part [7] of the legislative matters schedule.

5: CULTURAL REDRESS

STATUTORY ACKNOWLEDGEMENT

5.13 The settlement legislation will, on the terms provided by paragraphs [5.1] to [5.26] of the legislative matters schedule:

5.13.1 provide the Crown's acknowledgement of the statements by the [Ngāi Te Rangi settling group] of their particular cultural, spiritual, historical, and traditional association with the following areas:

General

(a) Aongatete (as shown on deed plan [*number*]);

Rivers

(b) the Crown-owned parts of the following rivers:

(i) Waiororo River (as shown on deed plan [*number*]);

(ii) Waiau River (as shown on deed plan [*number*]);

(iii) Te Uretara River (as shown on deed plan [*number*]);

(iv) Waitao River (as shown on deed plan [*number*]); and

(v) Kaiate/Te Rere a Kawau (as shown on deed plan [*number*]).

5.13.2 provide the Crown's acknowledgement of the statements by the [Ngā Pōtiki settling group] of their particular cultural, spiritual, historical and traditional association with the following areas:

Rivers

(a) the Crown-owned part of the following rivers:

(i) Wairakei River (as shown on deed plan [*number*]);

(ii) Waitao River (as shown on deed plan [*number*]);

(iii) [Kopuaroa (as shown on deed plan [*number*]);

(iv) Kaiate/Te Rere a Kawau (as shown on deed plan [*number*]).]

5.13.3 provide the Crown's acknowledgement of the statements by the [Ngāi Te Rangi settling group] and [Ngā Pōtiki settling group] of their particular cultural, spiritual, historical and traditional association with the following area:

Coastal

(a) Waiororo ki Te Maketu (as shown on deed plan [*number*]).

5.13.4 require relevant consent authorities, the Environment Court, and the New Zealand Historic Places Trust to have regard to the statutory acknowledgement; and

5: CULTURAL REDRESS

- 5.13.5 require relevant consent authorities to forward to the relevant governance entity:
- (a) summaries of resource consent applications within, adjacent to or directly affecting a statutory area; and
 - (b) a copy of a notice of a resource consent application served on the consent authority under section 145(10) of the Resource Management Act 1991; and
- 5.13.6 enable the Ngāi Te Rangi governance entity and Ngā Pōtiki governance entity, and any member of the relevant settling group, to cite the statutory acknowledgement as evidence of the relevant settling group's association with an area.
- 5.14 The statements of association are in part 1 of the documents schedule.

[Interests in Coastal Statutory Acknowledgement

- 5.15 The Ngā Pōtiki interest within the coastal statutory acknowledgement will be Parakiri (Omanu Beach) located on the western boundary of the Papamoa 2 block to Maketu (as shown on deed plan [number], with the following areas of the coastal statutory acknowledgement being for the sole benefit of Ngā Pōtiki:
- 5.15.1 from Parakiri (Omanu Beach) located on the western boundary of the Papamoa 2 block to Wairakei; and
 - 5.15.2 from Te Tumu to Maketu

Kaitiaki-a-Rohe

- 5.16 The Crown acknowledges the intention of the Ngāi Te Rangi governance entity that following settlement the Ngāi Te Rangi governance entity will transfer the statutory acknowledgements to the relevant Kaitiaki-a-Rohe. The Ngāi Te Rangi governance entity will notify the Crown and relevant parties of the Kaitiaki-a-Rohe that will receive and benefit from the relevant statutory acknowledgement or acknowledgements.]

NEW AND ALTERED GEOGRAPHIC NAMES

- 5.17 The settlement legislation will on the terms provided by part [6] of the legislative matters schedule, from the settlement date:
- 5.17.1 assign each of the following new geographic names to the location set opposite it:

New geographic name	Location (topographic map and grid references)	Geographic feature type
Mananui Hill		
Te Hō Pā		
Te Kura-a-Māia Pā		

5: CULTURAL REDRESS

New geographic name	Location (topographic map and grid references)	Geographic feature type
Tokopiko Rock		
Titirākāhu Pā		

5.17.2 alter each of the following existing geographic names to the altered geographic name set opposite it:

Existing geographic name (gazetted, recorded or local)	Altered geographic name	Location (topographic map and grid references)	Geographic feature type
Hunters Creek	Ōtapu Creek		[Creek
Shelly Bay	Paraparaumu / Shelly Bay		Bay
Anzac Bay, Bowentown Heads	Anzac Bay / Waipaopao		Bay
Three Mile Creek	Waiorooro Stream		Stream
Welcome Bay	Te Tehe / Welcome Bay		Bay
North Rock	North Rock / Te-Toka-a-Tirikawa		Rock
Blue Gum Bay	Uretureture Bay		Bay]

LETTERS OF INTRODUCTION

5.18 Following the signing of this deed, the Minister for Treaty of Waitangi Negotiations will write to the entities identified in clause 5.19 to:

5.18.1 introduce the Ngāi Te Rangi governance entity and the Ngā Pōtiki governance entity; and

5.18.2 encourage the entities identified in clause 5.19 to establish an ongoing relationship with Ngāi Te Rangi and Ngā Pōtiki.

5.19 The entities referred to in clause 5.18 are:

5.19.1 Ministry for the Environment;

5.19.2 Ministry for Social Development;

5.19.3 Ministry for Health;

5.19.4 New Zealand Police;

5.19.5 Ministry of Business, Innovation and Employment;

5.19.6 Ministry of Primary Industries;

5: CULTURAL REDRESS

- 5.19.7 Department of Internal Affairs;
- 5.19.8 Ministry for Culture and Heritage;
- 5.19.9 Te Puni Kokiri;
- 5.19.10 Department of Conservation;
- 5.19.11 New Zealand Transport Agency;
- 5.19.12 Bay of Plenty Polytechnic;
- 5.19.13 Bay of Plenty Tertiary Partnership;
- 5.19.14 University of Waikato;
- 5.19.15 Transpower New Zealand Limited;
- 5.19.16 Tauranga City Council;
- 5.19.17 Western Bay of Plenty District Council;
- 5.19.18 Bay of Plenty Regional Council; and
- 5.19.19 Telecom New Zealand Limited.

RIGHT OF FIRST REFUSAL (RFR) OVER CERTAIN SPECIES YET TO BE INTRODUCED INTO THE QUOTA MANAGEMENT SYSTEM

- 5.20 The Ngāi Te Rangi governance entity is to have a right of first refusal over certain species should they be introduced into the quota management system, as provided under clauses [5.21 to 5.24].

Delivery by the Crown of a RFR deed over certain quota

- 5.21 The Crown must, by or on the settlement date, provide the Ngāi Te Rangi governance entity with two copies of a deed (the "RFR deed over certain quota") on the terms and conditions set out in part [2] of the documents schedule and signed by the Crown.

Signing and return of RFR deed over certain quota by the Ngāi Te Rangi governance entity

- 5.22 The Ngāi Te Rangi governance entity must sign both copies of the RFR deed over certain quota and return one signed copy to the Crown by no later than 10 business days after the settlement date.

Terms of RFR deed over certain quota

- 5.23 The RFR deed over certain quota will:
- 5.23.1 relate to the area of interest;
 - 5.23.2 be in force for a period of 50 years from the settlement date; and
 - 5.23.3 have effect from the settlement date as if it had been validly signed by the Crown and the Ngāi Te Rangi governance entity on that date.

5: CULTURAL REDRESS

Crown has no obligation to introduce or sell quota

5.24 The Crown and Ngāi Te Rangi agree and acknowledge that:

5.24.1 nothing in this deed, or the RFR deed over certain quota, requires the Crown to:

- (a) purchase any provisional catch history, or other catch rights, under section 37 of the Fisheries Act 1996;
- (b) introduce any applicable species (being the species referred to in schedule 1 of the RFR deed over certain quota) into the quota management system (as defined in the RFR deed over certain quota); or
- (c) offer for sale any applicable quota (as defined in the RFR deed over certain quota) held by the Crown; and

5.24.2 the inclusion of any applicable species (being the species referred to in schedule 1 of the RFR deed over certain quota) in the quota management system may not result in any, or any significant, holdings by the Crown of applicable quota.]

CULTURAL REDRESS GENERALLY NON-EXCLUSIVE

5.25 The Crown may do anything that is consistent with the cultural redress, including entering into, and giving effect to, another settlement that provides for the same or similar cultural redress.

5.26 [However, the Crown must not enter into another settlement that provides for the same redress as [***details of the exclusive redress***].]

6 FINANCIAL AND COMMERCIAL REDRESS

FINANCIAL REDRESS

- 6.1 The Crown must pay the Ngāi Te Rangi governance entity the following amounts:
- 6.1.1 \$8,775,000, payable on the date of this deed; and
 - 6.1.2 \$11,775,000, payable on the date the draft settlement bill has been approved by the Ngāi Te Rangi governance entity for introduction into the House of Representatives.
- 6.2 The Crown must pay the Ngā Pōtiki governance entity \$3,000,000.00 on the date of this deed.
- 6.3 The amounts referred to in clause 6.1 and 6.2 are the financial and commercial redress amount of \$[29,500,000.00] less:
- 6.3.1 the on account payment referred to in clause 6.4; and
 - 6.3.2 [\$50,000, being the value of the nominated shares transferred to the Ngāi Te Rangi governance entity in accordance with the deed recording on account arrangements]

ON ACCOUNT PAYMENT

- 6.4 [Following the date the parties sign an agreement in principle, the Crown will pay \$5,900,000.00 to the Ngāi Te Rangi governance entity on account of the financial and commercial redress amount.]

[Clause 6.4 for the signing version of the deed:

- 6.4 *The parties acknowledge that before the date of this deed the Crown paid \$5,900,000.00 to the Ngāi Te Rangi governance entity on account of the settlement.]*

COMMERCIAL PROPERTIES

- 6.5 Each commercial property is to be:
- 6.5.1 transferred by the Crown to the relevant governance entity on the terms of transfer in part [4] of the property redress schedule; and
 - 6.5.2 as described, and is to have the transfer value provided, in part [3B] of the property redress schedule.
- 6.6 The transfer of each commercial property will be:
- 6.6.1 subject to, and where applicable with the benefit of, the encumbrances provided in the [property redress schedule] [disclosure information] in relation to that property; and

6: FINANCIAL AND COMMERCIAL REDRESS

- 6.6.2 [in the case of [*specify property*], subject to the relevant governance entity providing to the Crown by or on the settlement date an [*specify encumbrance*] in the form set out in part [3] of the documents schedule.]
- 6.7 The table in part [3B] of the property redress schedule specifies the commercial properties to be leased back to the Crown, immediately following the transfer of those properties to the relevant governance entity. The forms of lease to be entered into between the relevant governance entity and the relevant landholding agency are set out in part [4] of the documents schedule. Where the lease is a registrable ground lease the relevant governance entity will be purchasing only the bare land, the ownership of the improvements remaining unaffected by the purchase.

[MT MAUNGANUI COLLEGE SCHOOL SITE

- 6.8 Clause 6.9 applies in respect of the school house site if, within four months after the date of this deed, the board of trustees of the related school (the **board of trustees**) relinquishes the beneficial interest it has in the school house site:
- 6.9 If this clause applies to the school house site:
- 6.9.1 the Crown must, within 10 business days of this clause applying, give notice to the Ngāi Te Rangi governance entity that the beneficial interest in the school house site has been relinquished by the board of trustees; and
- 6.9.2 the commercial property that is the related school will include the school house site; and
- 6.9.3 all references in this deed to the commercial property that is the related school are to be read as if that commercial property were the related school and the school house site, together; and
- 6.9.4 the transfer value payable by the Ngāi Te Rangi governance entity under paragraph [4.4] of the property redress schedule for the commercial property that is the related school is the aggregate of the transfer values for the related school and the school house site together.
- 6.10 Clause 6.11 applies, if within 4 months after the date of this deed, the board of trustees of the school house site does not agree to relinquish the beneficial interest it has in the school house site.
- 6.11 If this clause applies:
- 6.11.1 the Crown will arrange for the creation of a computer freehold register for the related school excluding the school house site (the **balance school site**) in accordance with paragraph 4.41 of the property redress schedule; and
- 6.11.2 the Crown shall be entitled to enter into any easements or encumbrances affecting or benefitting the balance school site which the Crown deems reasonably necessary in order to create a separate computer freehold register for the school house site and the balance school site. [Any easements or encumbrances affecting the balance school site must be located within the area marked A and bordered in red on the map in part [] of the attachments]; and

6: FINANCIAL AND COMMERCIAL REDRESS

- 6.11.3 such encumbrances shall be in the standard form incorporating the rights and powers in Schedule 4 of the Land Transfer Regulations 2002 (and, where not inconsistent, Schedule 5 of the Property Law Act 2007) provided however that clauses relating to obligations for repair, maintenance, and costs between grantor and grantee(s) shall provide for apportionment based on reasonable use of any shared easement facilities].

[WITHDRAWAL OF COMMERCIAL PROPERTIES]

- 6.12 Clause 6.13 applies in respect of a commercial property, if at any time before the settlement legislation is enacted the Crown considers that the property is surplus to the land holding agency's requirements.
- 6.13 If this clause applies in respect of a commercial property:
- 6.13.1 the Crown may, at any time before the settlement legislation is enacted, give written notice to the Ngāi Te Rangi governance entity that the property:
- (a) is surplus to the land holding agency's requirements; and
 - (b) ceases to be a commercial property; and
- 6.13.2 if notice is given by the Crown to the Ngāi Te Rangi governance entity in relation to the property under clause 6.13.1:
- (a) the property ceases to be a commercial property;
 - (b) the Crown's obligations under this deed in relation to the property as a commercial property end;
 - (c) the relevant governance entity will have a right of first refusal in relation to the property as set out in clause 6.20; and
 - (d) the property shall be deemed to be RFR land.

[NORTHERN PROPERTIES]

- 6.14 Subject to clauses 6.15 [and 6.17], the Northern properties described in the table in part 3A of the property redress schedule will be transferred by the Crown:
- 6.14.1 on the later of:
- (a) settlement date; or
 - (b) settlement date under the relevant Hauraki iwi deed of settlement;
- 6.14.2 to the:
- (a) Ngāi Te Rangi governance entity as a tenant in common in equal shares; and
 - (b) relevant Hauraki iwi as a tenant in common in equal shares;
- 6.14.3 for nil consideration;
- 6.14.4 on the terms of transfer in part 4 of the property redress schedule; and

6: FINANCIAL AND COMMERCIAL REDRESS

- 6.14.5 subject to, and where applicable with the benefit of, the encumbrances provided in the property redress schedule in relation to that property.
- 6.15 Clause 6.16 shall apply if, 6 months from and after the settlement date, the relevant Hauraki iwi has not:
- 6.15.1 [notified the Crown and the Ngāi Te Rangi governance entity in writing] that it has elected to accept the Northern properties on the terms set out in clause 6.14; or
- 6.15.2 signed a deed of settlement with the Crown settling its historical Treaty of Waitangi claims, that includes a provision equivalent to clause 6.14.
- 6.16 The Northern properties will be deemed to be commercial properties and will be made available for purchase by the Ngāi Te Rangi governance entity on the following terms:
- 6.16.1 the property described as Rawaka Drive, at nil consideration;
- 6.16.2 the property described as Tanners Point, at nil consideration;
- 6.16.3 the property described as 69 Broadway, for a transfer value of [\$ insert];
- 6.16.4 part 4 of the property redress schedule shall apply to such properties; and
- 6.16.5 subject to, and where applicable with the benefit of, the encumbrances provided in the property redress schedule in relation to such properties.
- 6.17 For the initialing version of the deed only: *[Clause 6.18 shall apply if, 6 months from and after the settlement date under the relevant Hauraki iwi deed of settlement, Ngāi Te Rangi has not:*
- 6.17.1 *[notified the Crown and the relevant Hauraki iwi in writing] that it has elected to accept the Northern properties on the terms set out in clause 6.14; or*
- 6.17.2 *signed a deed of settlement with the Crown settling its historical Treaty of Waitangi claims that includes a provision equivalent to clause 6.14.*
- 6.18 *The Northern properties will be made available for purchase by the relevant Hauraki iwi on the following terms:*
- 6.18.1 *the property described as Rawaka Drive, at nil consideration;*
- 6.18.2 *the property described as Tanners Point, at nil consideration;*
- 6.18.3 *the property described as 69 Broadway, for a transfer value of [\$ insert];*
- 6.18.4 *the equivalent of part 4 of the property redress schedule shall apply to such properties; and*
- 6.18.5 *subject to, and where applicable with the benefit of, the encumbrances provided in the property redress schedule in relation to such properties.]]*

6: FINANCIAL AND COMMERCIAL REDRESS

SETTLEMENT LEGISLATION

- 6.19 The settlement legislation will, on the terms provided by part [10] of the legislative matters schedule, enable the transfer of the Northern properties and commercial properties.

RFR FROM THE CROWN

- 6.20 The relevant governance entity is to have a right of first refusal in relation to a disposal by the Crown [or *names of Crown bodies*] of RFR land, being land listed in the attachments as RFR land that, on the settlement date:

6.20.1 is vested in the Crown; or

6.20.2 the fee simple for which is held by the Crown or a *Crown body*.

- 6.21 The right of first refusal is:

6.21.1 to be on the terms provided by part [11] of the legislative matters schedule; and

6.21.2 in particular, to apply:

(a) for a term of 174 years from the settlement date; but

(b) only if the RFR land is not being disposed of in the circumstances provided by paragraphs [11.10] to [11.11] of the legislative matters schedule.

- 6.22 [The parties acknowledge that it is the intention of Ngāi Te Rangi and Ngā Pōtiki to deal directly with Housing New Zealand with regard to a right of first refusal over its properties.]

7 SETTLEMENT LEGISLATION, CONDITIONS AND TERMINATION

SETTLEMENT LEGISLATION

- 7.1 Within [12] months after the date of this deed, the Crown must propose the draft settlement bill for introduction to the House of Representatives.
- 7.2 The draft settlement bill proposed for introduction may include changes where those changes have been agreed in writing by the Ngāi Te Rangi governance entity and the Ngā Pōtiki governance entity and the Crown.
- 7.3 The [settling group], the Ngāi Te Rangi governance entity and the Ngā Pōtiki governance entity must support the passage through Parliament of the settlement legislation.

SETTLEMENT CONDITIONAL

- 7.4 This deed, and the settlement, are conditional on:
- 7.4.1 the Collective deed being signed; and
 - 7.4.2 the settlement legislation coming into force.
- 7.5 However, the following provisions of this deed are binding on its signing:
- 7.5.1 clauses 6.1.1 and 6.2;
 - 7.5.2 clauses 7.1 to 7.9;
 - 7.5.3 paragraph 1.3, and parts [2], 4 to 7, of the general matters schedule.

EFFECT OF THIS DEED

- 7.6 This deed:
- 7.6.1 is "without prejudice" until it becomes unconditional; and
 - 7.6.2 in particular, may not be used as evidence in proceedings before, or presented to, the Waitangi Tribunal, any court or any other judicial body or tribunal.
- 7.7 Clause 7.6 does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed.

TERMINATION

- 7.8 The Crown, the Ngāi Te Rangi governance entity or the Ngā Pōtiki governance entity may terminate this deed, by notice to the other, if:
- 7.8.1 the settlement legislation has not come into force within [24] months after the date of this deed; and

7: SETTLEMENT LEGISLATION, CONDITIONS AND TERMINATION

- 7.8.2 the terminating party has given the other party at least [*number*] business days notice of an intention to terminate.
- 7.9 If this deed is terminated in accordance with its provisions:
- 7.9.1 this deed (and the settlement) are at an end; and
- 7.9.2 subject to this clause, this deed does not give rise to any rights or obligations; and
- 7.9.3 this deed remains "without prejudice"; but
- 7.9.4 the parties intend that every payment made under clause 6.1, 6.2, 6.4 or [part 2] of the general matters schedule is taken into account in any future settlement of the historical claims; and
- 7.9.5 despite clause 7.6.1, the Crown may produce this deed to any Court or tribunal considering the quantum of any redress to be provided by the Crown in relation to any future settlement of the historical claims.

8 GENERAL, DEFINITIONS AND INTERPRETATION

GENERAL

- 8.1 The general matters schedule includes provisions in relation to:
- 8.1.1 the implementation of the settlement; and
 - 8.1.2 the Crown's:
 - (a) payment of interest in relation to the settlement; and
 - (b) tax indemnities in relation to redress; and
 - 8.1.3 giving notice under this deed or a settlement document; and
 - 8.1.4 amending this deed.

HISTORICAL CLAIMS

- 8.2 In this deed, **historical claims**:
- 8.2.1 means every claim (whether or not the claim has arisen or been considered, researched, registered, notified, or made by or on the settlement date) that the settling group, or a representative entity, had at, or at any time before, the settlement date, or may have at any time after the settlement date, and that:
 - (a) is, or is founded on, a right arising:
 - (i) from the Treaty of Waitangi or its principles; or
 - (ii) under legislation; or
 - (iii) at common law, including aboriginal title or customary law; or
 - (iv) from fiduciary duty; or
 - (v) otherwise; and
 - (b) arises from, or relates to, acts or omissions before 21 September 1992:
 - (i) by, or on behalf of, the Crown; or
 - (ii) by or under legislation; and
 - 8.2.2 includes every claim to the Waitangi Tribunal to which clause 8.2.1 applies that relates exclusively to the [settling group] or a representative entity, including the following claims:
 - (a) Wai 42c - D. Murray, Ngāi Tamawhariua claim;
 - (b) Wai 211 - M. Ellis & H. Burton Ngāti Tukairangi 1 claim;

8: GENERAL, DEFINITIONS AND INTERPRETATION

- (c) Wai 228 - T. Kuka Matakana claim;
- (d) Wai 266 - S. Tawhiao Matakana claim;
- (e) Wai 342 - T. Heke-Kaiawha Ngāti He claim;
- (f) Wai 353 - P. Nicholas Ruawahine and Ngāi Tukairangi claim;
- (g) Wai 360 - L. Waka Haua Whānau - Ohuki No. 3 claim;
- (h) Wai 465 - L. Grey Kaitemako B&C claim;
- (i) Wai 489 - T. Faulkner Ngāti Kuku claim;
- (j) Wai 522 - K. Bluegum Ngāi Tamawhariua claim;
- (k) Wai 540 - K. Ngai Te Rangi Whanui claim;
- (l) Wai 546 - T. Stockman Ngāti Tapu claim;
- (m) Wai 668 - W. Te Kani Ngāi Tukairangi Trust claim;
- (n) Wai 680 - W. Te Kani Papakanui Trust claim;
- (o) Wai 715 - J. White Matakana claim
- (p) Wai 755 - T. Stockman Te Whānau a Tauwhao/Te Ngare claim;
- (q) Wai 807 - D. Tata & others Te Whānau a Tauwhao ki Motiti claim;
- (r) Wai 817 - N. Hirama Hirama Whānau claim;
- (s) Wai 854 - J. Toma Ngāi Tamawhariua ki Matakana claim;
- (t) Wai 938 - T. Wicks Te Whānau a Tauwhao claim;
- (u) Wai 947 - H. Ngatai Ngāti Kuku claim;
- (v) Wai 963 - K. Ngatai Ngāi Tukairangi CNI claim;
- (w) Wai 1078 - H. Palmer Ngāi Te Rangi CNI claim; and
- (x) Wai 1462 - R. Ainsley Tuhua Island claim.
- (y) Wai 162 - R. Ohia Tahuwhakatiki Trust claim;
- (z) Wai 636 - W. McLeod Makarauri Whānau claim;
- (aa) Wai 717 - M. Duncan Ngā Potiki claim;
- (bb) Wai 1061 - T. Taite Mangatawa claim;

8: GENERAL, DEFINITIONS AND INTERPRETATION

(cc) Wai 1328 - M. Duncan Landbanking Policy claim; and

(dd) Wai 1355 - M. Kakau Kakau Whānau – Papamoa 2.

8.2.3 includes every other claim to the Waitangi Tribunal to which clause 8.2.1 applies, so far as it relates to [the settling group] or a representative entity, including the following claims:

(a) Wai 47 - W. Ohia Ngāi Te Rangi, Ngāti Ranginui, Ngāti Pukenga claim ;

(b) Wai 580 - T. Faulkner, M. Ellis & others Otamataha claim;

(c) Wai 645 - E. Ngatai Tauranga Moana Trust Board claim; and

(d) Wai 701 - C. Bidios & M. Ellis Athenree Forest.

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

8.3.1 a claim that a member of [the settling group], or a whānau, hapū, or group referred to in clause 8.5.2, may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not referred to in clause 8.5.1; and

8.3.2 a claim that a representative entity may have to the extent the claim is, or is founded, on a claim referred to in clause 8.3.1.

8.4 To avoid doubt, clause 8.2.1 is not limited by clauses 8.2.2 or 8.2.3.

[NGĀI TE RANGI

8.5 In this deed, **Ngāi Te Rangi** means:

8.5.1 the collective group composed of individuals who descend from one or more Ngāi Te Rangi ancestors; and

8.5.2 every whānau, hapū or group to the extent that it is composed of individuals referred to in clause 8.5.1, including the following groups:

(a) Te Whanau a Tauwhao;

(b) Ngāi Tamawhariua;

(c) Ngāti Tauaiti;

(d) Ngāi Tuwhiwhia;

(e) Te Ngare;

(f) Ngāi Tukairangi;

(g) Ngāti Kuku;

(h) Ngāti Tapu;

8: GENERAL, DEFINITIONS AND INTERPRETATION

- (i) Ngāti He;
 - (j) Ngā Pōtiki; and
- 8.5.3 every individual referred to in clause 8.5.1; but
- 8.5.4 for the purposes of this deed, does not include **Ngā Pōtiki**.
- 8.6 In this deed, **Ngā Pōtiki** means:
- 8.6.1 the collective group composed of individuals who descend from one or more Ngā Pōtiki ancestors; and
 - 8.6.2 every whānau, hapū or group to the extent that it is composed of individuals referred to in clause 8.6.1, including the following groups:
 - (a) Ngāti Kaahu;
 - (b) Ngāti Tahuora;
 - (c) Ngāti Puapua;
 - (d) Ngāti Mate Ika;
 - (e) [Ngāti Pou];
 - (f) Ngāti Hinetoro;
 - (g) Ngāti Kiriwera;
 - (h) Ngāti Kauae;
 - (i) Ngāti Kiritawhiti;
 - (j) Ngāti Turumakina;
 - (k) Ngāti Patukiri;
 - (l) Ngāti Homai; and
 - 8.6.3 every individual referred to in clause 8.6.1.
- 8.7 For the purposes of clauses 8.5.1 and 8.6.1:
- 8.7.1 a person is **descended** from another person if the first person is descended from the other by:
 - (a) birth; or
 - (b) legal adoption; or
 - (c) Māori customary adoption in accordance with Ngāi Te Rangī's or Ngā Pōtiki's tikanga (Māori customary values and practices); and

8: GENERAL, DEFINITIONS AND INTERPRETATION

- 8.7.2 **Ngāi Te Rangi ancestor** means an individual who:
- (a) exercised customary rights by virtue of being descended from:
 - (i) Te Rangihouhiri and/or Tamapahore; and
 - (ii) a recognised ancestor or any of the groups referred to in clause 8.5.2; and
 - (b) exercised those customary rights predominantly in relation to the Ngāi Te Rangi area of interest any time after 6 February 1840
- 8.7.3 **Ngā Pōtiki ancestor** means an individual who:
- (a) exercised customary rights by virtue of being descended from:
 - (i) Tamapahore; through his children Uruhina, Kiritawhiti, Rereoho, Pupukino and Kahukino; and
 - (ii) a recognised ancestor of any of the groups referred to in clause 8.6.2; and
 - (b) exercised those customary rights predominantly in relation to the Ngā Pōtiki area of interest any time after 6 February 1840;
- 8.7.4 **customary rights** means rights according to tikanga Māori (Māori customary values and practices), including:
- (a) rights to occupy land; and
 - (b) rights in relation to the use of land or other natural or physical resources.
- 8.7.5 To avoid doubt:
- (a) an individual is descended from a Ngāi Te Rangi ancestor or Ngā Pōtiki ancestor whether, in accordance with clause 8.7.1(b) or 8.7.1(c), they have been adopted into or out of a family where a parent is descended from a Ngāi Te Rangi ancestor or Ngā Pōtiki ancestor; and
 - (b) an individual is descended from a Ngāi Te Rangi ancestor or Ngā Pōtiki ancestor if they are a member of a family where a parent is descended from Ngāi Te Rangi or Ngā Pōtiki tūpuna by virtue of clause 8.7.5.]

ADDITIONAL DEFINITIONS

- 8.8 The definitions in part 6 of the general matters schedule apply to this deed.

INTERPRETATION

- 8.9 Part 6 of the general matters schedule applies to the interpretation of this deed.

SIGNED as a deed on [date]

SIGNED by the trustees of the)
NGĀI TE RANGI SETTLEMENT TRUST)
for and on behalf of NGĀI TE RANGI)
and as trustees of)
NGĀI TE RANGI SETTLEMENT TRUST)
in the presence of:)

[name]

Signature of witness

[name]

Witness name

Occupation

Address

SIGNED by the trustees of the)
NGĀ PŌTIKI A TAMAPAHORE TRUST)
for and on behalf of NGĀ PŌTIKI)
and as trustees of)
NGĀ PŌTIKI A TAMAPAHORE TRUST)
in the presence of:)

[name]

Signature of witness

[name]

Witness name

Occupation

Address

NGĀI TE RANGI AND NGĀ PŌTIKI A TAMAPAHORE TRUST DEED OF SETTLEMENT

SIGNED for and on behalf of)
THE CROWN BY)
The Minister for Treaty of Waitangi)
Negotiations, in the presence of:)

Hon Christopher Finlayson

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

Hon Simon William English

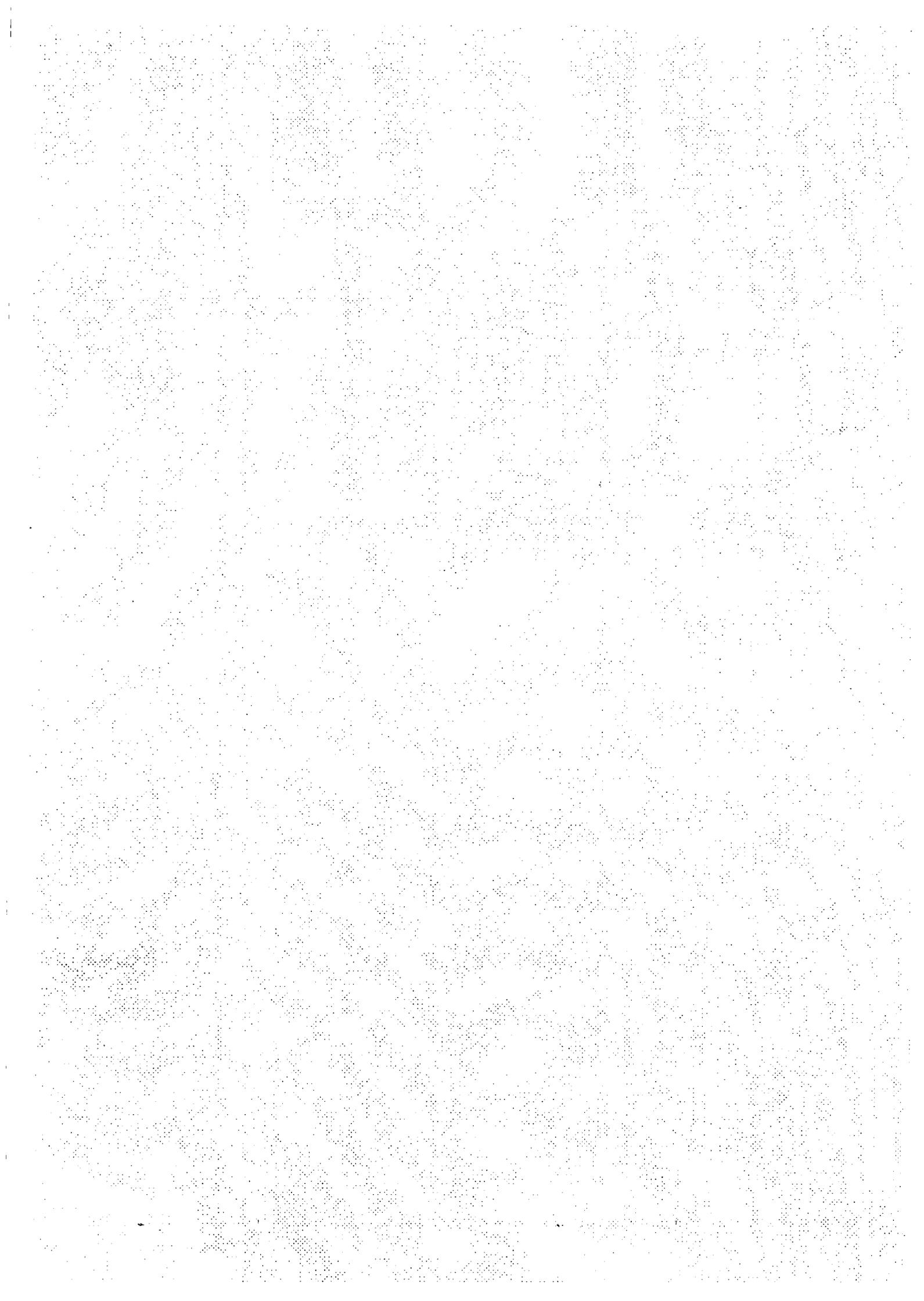
Signature of witness

[name]

Witness name

Occupation

Address



NGĀI TE RANGI

and

NGĀ PŌTIKI

and

[NGĀI TE RANGI SETTLEMENT TRUST]

and

[NGĀ PŌTIKI A TAMAPAHORE TRUST]

and

THE CROWN

**DEED OF SETTLEMENT SCHEDULE:
GENERAL MATTERS**

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1 IMPLEMENTATION OF SETTLEMENT

- 1.1 The Ngāi Te Rangi governance entity and the Ngā Pōtiki governance entity must use best endeavours to ensure that every historical claim proceedings is discontinued:
- 1.1.1 by the settlement date; or
 - 1.1.2 if not by the settlement date, as soon as practicable afterwards.
- 1.2 The Crown may, after the settlement date, do all or any of the following:
- 1.2.1 advise the Waitangi Tribunal (or any other tribunal, court, or judicial body) of the settlement:
 - 1.2.2 request the Waitangi Tribunal to amend its register of claims, and adapt its procedures, to reflect the settlement:
 - 1.2.3 from time to time propose for introduction to the House of Representatives a bill or bills for either or both of the following purposes:
 - (a) terminating a historical claim proceedings:
 - (b) giving further effect to this deed, including achieving:
 - (i) certainty in relation to a party's rights and/or obligations; and/or
 - (ii) a final and durable settlement.
- 1.3 The Crown may cease, in relation to the [settling group] or a [representative entity], any land bank arrangements, except to the extent necessary to comply with its obligations under this deed.
- 1.4 The [settling group] and every [representative entity] must:
- 1.4.1 support a bill referred to in paragraph 1.2.3; and
 - 1.4.2 not object to a bill removing resumptive memorials from any certificate of title or computer register.

2 INTEREST

- 2.1 [The Crown must pay to the Ngāi Te Rangi governance entity, interest on the following amounts:
- 2.1.1 the financial and commercial redress amount, being \$29,500,000;
 - 2.1.2 \$29,450,000, being the financial and commercial redress amount of \$29,500,000, less \$50,000 being the value of the nominated shares referred to in clause 6.3.2;
 - 2.1.3 \$23,550,000, being the amount of \$29,450,000 referred to in paragraph 1.1.2, less \$5,900,000 being the on account payment; and
 - 2.1.4 \$11,775,000 being the amount of \$23,550,000 referred to in paragraph 1.1.3, less the amounts referred to in clauses 6.1.1 and 6.2.
- 2.2 The interest under paragraph 2.1.1 is payable:
- 2.2.1 on the date the parties initial this deed of settlement; and
 - 2.2.2 for the period:
 - (a) beginning on [28 March 2013] being the date the parties substantially agreed the redress to be provided under this deed; and
 - (b) ending on the day before the Mighty River Power share transfer date; and
- 2.3 The interest under paragraph 2.1.2 is payable:
- 2.3.1 on the date the parties initial this deed of settlement; and
 - 2.3.2 for the period:
 - (a) beginning on the Mighty River Power share transfer date; and
 - (b) ending on the day before the on account payment is made in accordance with clause 6.4.
- 2.4 The interest payable under paragraph 2.1.3 is payable:
- 2.4.1 on the date of this deed; and
 - 2.4.2 for the period:
 - (a) beginning on the date the on account payment is made in accordance with clause 6.4; and
 - (b) ending on the day before the date of this deed.
- 2.5 The interest payable under paragraph 2.1.4 is payable:

2: INTEREST

- 2.5.1 on the date the draft settlement bill has been approved by the Ngāi Te Rangi governance entity for introduction into the House of Representatives; and
- 2.5.2 for the period:
- (a) beginning on the date of this deed; and
 - (b) ending on the day before the draft settlement bill has been approved for introduction into the House of Representatives.
- 2.6 The interest amounts payable under paragraph 2.1 are:
- 2.6.1 payable at the rate from time to time set as the official cash rate by the Reserve Bank, calculated on a daily basis but not compounding;
 - 2.6.2 subject to any tax payable in relation to it; and
 - 2.6.3 payable after withholding any tax required by legislation to be withheld.]

3 TAX

INDEMNITY

- 3.1 The provision of Crown redress, or an indemnity payment, to the Ngāi Te Rangi governance entity or the Ngā Pōtiki governance entity 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 the Ngāi Te Rangi governance entity and the Ngā Pōtiki governance entity for:
- 3.2.1 any GST payable by the Ngāi Te Rangi governance entity and the Ngā Pōtiki governance entity in respect of the provision of Crown redress or an indemnity payment;
 - 3.2.2 any income tax payable by the Ngāi Te Rangi governance entity and the Ngā Pōtiki governance entity as a result of any Crown redress, or an indemnity payment, being treated as assessable income of the governance entity; and
 - 3.2.3 any reasonable cost or liability incurred by the Ngāi Te Rangi governance entity and the Ngā Pōtiki governance entity 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 the following (which are subject to normal tax treatment):
- 3.3.1 interest paid under part 2;
 - 3.3.2 the transfer of a commercial property or RFR land under the settlement documentation; and
 - 3.3.3 the Ngāi Te Rangi governance entity's and the Ngā Pōtiki governance entity's:
 - (a) use of Crown redress or an indemnity payment; or
 - (b) payment of costs, or any other amounts, in relation to Crown redress.

ACKNOWLEDGEMENTS

- 3.4 To avoid doubt, the parties acknowledge:
- 3.4.1 the Crown redress is provided:
 - (a) to settle the historical claims; and

NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT:
GENERAL MATTERS SCHEDULE

3: TAX

- (b) with no other consideration being provided; and
- 3.4.2 in particular, the following are not consideration for the Crown redress:
- (a) an agreement under this deed to:
 - (i) enter into an encumbrance, or other obligation, in relation to Crown redress; or
 - (ii) pay costs (such as rates, or other outgoings, or maintenance costs) in relation to Crown redress:
 - (b) the performance of that agreement; and
- 3.4.3 nothing in this part is intended to imply that:
- (a) the provision of Crown redress, or an indemnity payment, is:
 - (i) a taxable supply for GST purposes; or
 - (ii) assessable income for income tax purposes.
 - (b) if the Ngāi Te Rangi governance entity or the Ngā Pōtiki governance entity are charitable trusts, or other charitable entities, they receive:
 - (i) redress, assets or rights other than for charitable purposes; or
 - (ii) income other than as exempt income for income tax purposes; and
- 3.4.4 the transfer of a commercial property or RFR land under the settlement documentation is a taxable supply for GST purposes; and
- 3.4.5 the Ngāi Te Rangi governance entity and the Ngā Pōtiki governance entity are the only entities 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 the Ngāi Te Rangi governance entity, the Ngā Pōtiki governance entity, a person associated with them, or the Crown will act in a manner that is inconsistent with this part 3.
- 3.6 In particular, the Ngāi Te Rangi governance entity and the Ngā Pōtiki governance entity agree that:
- 3.6.1 [from the date of this deed], they will be a registered person for GST purposes, unless they are not carrying on a taxable activity; and
 - 3.6.2 neither they, nor any person associated with them, will claim with respect to the provision of Crown redress, or an indemnity payment:
 - (a) an input credit for GST purposes; or
 - (b) a deduction for income tax purposes.

3: TAX

INDEMNITY DEMANDS

- 3.7 The Ngāi Te Rangi governance entity, the Ngā Pōtiki governance entity and the Crown must give notice to the others, as soon as reasonably possible after becoming aware that either governance entity may be entitled to an indemnity payment.
- 3.8 An indemnity demand:
- 3.8.1 may be made at any time [after the date of this deed]; 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 the Ngāi Te Rangi governance entity or the Ngā Pōtiki governance entity are entitled to an indemnity payment, the Crown may make the payment to:
- 3.9.1 the relevant governance entity; or
 - 3.9.2 the Commissioner of Inland Revenue, on behalf of, and for the account of, the relevant governance entity.
- 3.10 The relevant governance entity 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, the Ngāi Te Rangi governance entity and/or the Ngā Pōtiki governance entity (as the case may be) must promptly repay to the Crown any amount that:
- 3.11.1 the Commissioner of Inland Revenue refunds or credits to the relevant governance entity; or
 - 3.11.2 the relevant governance entity has received but has not paid, and is not required to pay, to the Commissioner of Inland Revenue.

NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT:
GENERAL MATTERS SCHEDULE

3: TAX

- 3.12 The Ngāi Te Rangi governance entity and the Ngā Pōtiki governance entity have no right of set-off or counterclaim in relation to an amount payable by them under paragraph 3.11.

RULINGS

- 3.13 The Ngāi Te Rangi governance entity and the Ngā Pōtiki governance entity must assist the Crown with an application to the Commissioner of Inland Revenue for a ruling, whether binding or not, in relation to the provision of Crown redress.

CONTROL OF DISPUTES

- 3.14 If the Ngāi Te Rangi governance entity or the Ngā Pōtiki governance entity are entitled to an indemnity payment, the Crown may:

3.14.1 by notice to the relevant governance entity, 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 the relevant governance entity 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:

provision, in relation to redress, includes its payment, credit, transfer, vesting, making available, creation, or grant; and

use, in relation to redress or an indemnity payment, includes dealing with, payment, transfer, distribution, or application.

4 NOTICE

APPLICATION

- 4.1 Unless otherwise provided in this deed, or a settlement document, this part applies to a notice under this deed or a settlement document.
- 4.2 In particular, this part is subject to the provisions of part [5] of the property redress schedule which provides for notice to the Crown in relation to, or in connection with, a cultural redress property, a Northern property, or a commercial property.

REQUIREMENTS

- 4.3 A notice must be:
- 4.3.1 in writing; and
 - 4.3.2 signed by the person giving it [(but, if the Ngāi Te Rangi governance entity or the Ngā Pōtiki governance entity is giving the notice, it is effective if not less than [three] trustees sign it)]; and
 - 4.3.3 addressed to the recipient at its address or facsimile number as provided:
 - (a) in paragraph 4.6; or
 - (b) if the recipient has given notice of a new address or facsimile number, in the most recent notice of a change of address or facsimile number; and
 - 4.3.4 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) by faxing it to the recipient's facsimile number.

TIMING

- 4.4 A notice is to be treated as having been received:
- 4.4.1 at the time of delivery, if personally delivered; or
 - 4.4.2 on the second day after posting, if posted; or
 - 4.4.3 on the day of transmission, if faxed.
- 4.5 However, if a notice is treated under paragraph 4.4 as having been received after 5pm on a business day, or on a non-business day, it is to be treated as having been received on the next business day.

NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT:
GENERAL MATTERS SCHEDULE

4: NOTICE

ADDRESSES

4.6 The address of:

4.6.1 the [Ngāi Te Rangi settling group] and the Ngāi Te Rangi governance entity is:

[**address**]
[]

4.6.2 the [Ngā Pōtiki settling group] and the Ngā Pōtiki governance entity is:

[**address**]
[]

4.6.3 the Crown is:

C/- The Solicitor-General
Crown Law Office
The Vogel Centre
19 Aitken Street
PO Box 2858
Wellington 6011

Facsimile No. 04 473 3482

5 MISCELLANEOUS

AMENDMENTS

- 5.1 This deed may be amended only by written agreement signed by the Ngāi Te Rangi governance entity, the Ngā Pōtiki governance entity and the Crown.

ENTIRE AGREEMENT

- 5.2 This deed, and each of the settlement documents, in relation to the matters in it:

5.2.1 constitutes the entire agreement; and

5.2.2 supersedes all earlier representations, understandings, and agreements.

NO ASSIGNMENT OR WAIVER

- 5.3 Paragraph 5.4 applies to rights and obligations under this deed or a settlement document.

- 5.4 Except as provided in this deed or a settlement document, a party:

5.4.1 may not transfer or assign its rights or obligations; and

5.4.2 does not waive a right by:

(a) failing to exercise it; or

(b) delaying in exercising it; and

5.4.3 is not precluded by a single or partial exercise of a right from exercising:

(a) that right again; or

(b) another right.

6 DEFINED TERMS

6.1 In this deed:

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

[**agreement in principle** means the agreement in principle referred to in clause 1.17.1; and]

area of interest means:

- (a) in relation to Ngāi Te Rangi, the area identified as the Ngāi Te Rangi area of interest in the attachments; and
- (b) in relation to Ngā Pōtiki, the area identified as the Ngā Pōtiki area of interest in the attachments; and

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

attachments means the attachments to this deed, being the area of interest, the deed plans and the RFR land; and

business day means a day that is not:

- (a) a Saturday or a Sunday; or
- (b) Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign's Birthday, or Labour Day; or
- (c) a day in the period commencing with 25 December in any year and ending with 15 January in the following year; or
- (d) a day that is observed as the anniversary of the province of:
 - (i) Wellington; or
 - (ii) Auckland; and

coastal statutory area means the statutory area described in paragraph 13.11 of the legislative matters schedule as Waiorooro ki Te Maketu; and

[**Collective deed** means the deed between the Crown and TMIC which sets out the collective components of redress for each of the iwi comprising TMIC; and]

commercial property means each property described in part [3B] of the property redress schedule in relation to which either the Ngāi Te Rangi governance entity or the Ngā Pōtiki governance entity (as the case may be) and the Crown are to be treated under paragraph [4.4] of the property redress schedule as having entered into an agreement for its sale and purchase; and

NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT:
GENERAL MATTERS SCHEDULE

6: DEFINED TERMS

Commissioner of Crown Lands has the same meaning as Commissioner in section 2 of the Land Act 1948; and

Commissioner of Inland Revenue includes, where applicable, the Inland Revenue Department; and

consent authority has the meaning given to it by section 2(1) of the Resource Management Act 1991; and

conservation area has the meaning given to it by section 2(1) of the Conservation Act 1987; and

conservation board means a board established under section 6L of the Conservation Act 1987; and

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

Crown redress:

- (a) means redress:
 - (i) provided by the Crown to the Ngāi Te Rangi governance entity and the Ngā Pōtiki governance entity; or
 - (ii) vested by the settlement legislation in such governance entities that was, immediately prior to the vesting, owned by or vested in the Crown; and
- (b) includes the right of the Ngāi Te Rangi governance entity and the Ngā Pōtiki governance entity under the settlement documentation:
 - (i) to acquire a commercial property; and
 - (ii) of first refusal in relation to RFR land; and
- (c) includes any part of the Crown redress; and
- (d) does not include:
 - (i) an obligation of the Crown under the settlement documentation to transfer a commercial property or RFR land; or
 - (ii) a commercial property or RFR land; or
 - (iii) any on account payment made before the date of this deed or to entities other than the Ngāi Te Rangi governance entity and the Ngā Pōtiki governance entity; and

cultural redress means the redress provided by or under:

- (a) clauses [5.1 to 5.25]; or
- (b) the settlement legislation giving effect to any of those clauses; and

cultural redress property means each property described in paragraph [7.1] of the legislative matters schedule; and

NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT:
GENERAL MATTERS SCHEDULE

6: DEFINED TERMS

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

deed of settlement and **deed** means the main body of this deed, the schedules, and the attachments; and

deed plan means a deed plan in the attachments; and

deed recording on account arrangements means the deed entered into by the [Ngāi Te Rangi governance entity, the Ngā Pōtiki governance entity] and the Crown dated 8 May 2013 and set out in part [5] of the documents schedule, providing for the transfer of nominated shares; and

Director-General of Conservation has the same meaning as Director-General in section 2(1) of the Conservation Act 1987; and

documents schedule means the documents schedule to this deed; and

draft settlement bill means the draft settlement bill to be proposed for introduction under clause 7.1; and

effective date means the date that is six months after the settlement date; and

[eligible member of the [settling group] means a member of the [settling group] who on [**date**] was:

- (a) [aged 18 years or over]; and
- (b) [registered on the register of members of the [settling group] kept by [**name**] for the purpose of voting on:
 - (i) the ratification, and signing, of this deed; and
 - (ii) the approval of [the governance entity] to receive the redress]; and]

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

Environment Court means the court referred to in section 247 of the Resource Management Act 1991; and

financial and commercial redress means the redress provided by or under:

- (a) clauses 6.1 to [6.21];
- (b) the settlement legislation giving effect to any of those clauses; and

financial and commercial redress amount means the amount referred to in clause 6.3 as the financial and commercial redress amount; and

fisheries protocol means the fisheries protocol in the documents schedule; and

general matters schedule means this schedule; and

NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT:
GENERAL MATTERS SCHEDULE

6: DEFINED TERMS

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 this schedule, any interest or penalty payable in respect of, or on account of, the late or non-payment of GST; and

historical claim proceedings means an historical claim made in any court, tribunal, or other judicial body; and

historical claims has the meaning given to it by clauses 8.2 to 8.6; and

income tax means income tax imposed under the Income Tax Act 2007 and includes, for the purposes of part 3 of this 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 the Ngāi Te Rangi governance entity and/or the Ngā Pōtiki governance entity, to the Crown under part 3 of this schedule for an indemnity payment; and

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

land holding agency, in relation to:

- (a) a cultural redress property, means [*name of department*]; and
- (b) a Northern property or a commercial property, means the department specified opposite that property in the tables in part 3A, or part 3B, as the case may be, of the property redress schedule; and

leaseback commercial property has the meaning given to it in part [6] of the property redress schedule; and

legislative matters schedule means the legislative matters schedule to this deed; and

LINZ means Land Information New Zealand; and

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

[**member of the Ngāi Te Rangi settling group** means an individual referred to in clause 8.5.1; and]

[**member of the Ngā Pōtiki settling group** means an individual referred to in clause 8.6.1; and]

Mighty River Power share transfer date means 14 May 2013; and

Minister means a Minister of the Crown; and

month means a calendar month; and

6: DEFINED TERMS

New Zealand Conservation Authority means the authority established under section 6A of the Conservation Act 1987; and

New Zealand Historic Places Trust means the trust referred to in section 38 of the Historic Places Act 1993; and

Ngā Pōtiki governance entity means the trustees for the time being of the Ngā Pōtiki a Tamapahore Trust, in their capacity as trustees of the trust]; and

Ngā Pōtiki a Tamapahore Trust means the trust known by that name and established by a trust deed dated 5 April 2009 and signed by:
Colin Reeder, Cultural Adviser, Tauranga;
Victoria Kingi, Director, Tauranga;
Matire Duncan, Manager, Tauranga;
Poihaere Walker, Retired, Mt Maunganui; and
Mere Mollard-Wharepapa, Director, Maungatapu
to receive the settlement redress for the benefit of Ngā Pōtiki; and

Ngāi Te Rangi governance entity means the trustees for the time being of the Ngāi Te Rangi Settlement Trust, in their capacity as trustees of the trust; and

Ngāi Te Rangi Settlement Trust] means the trust known by that name and established by a trust deed dated [date] and signed by [name, place of residence, and occupation of signatories] to receive settlement redress for the benefit of Ngāi Te Rangi; and]

Ngāti Pūkenga settlement deed means the deed dated 7 April 2012 between Ngāti Pūkenga, the trustees of Te Tāwharau o Ngāti Pūkenga Trust, and the Crown that settles the historical claims of Ngāti Pūkenga; and

Ngāti Ranginui settlement deed means the deed dated 21 June 2012 between Ngā Hapū o Ngāti Ranginui, the trustees of Ngā Hapū o Ngāti Ranginui Settlement Trust, and the Crown that settles the historical claims of Ngāti Ranginui; and

Ngāti Rangiwewehi settlement deed means the deed dated 16 December 2012 between Ngāti Rangiwewehi, the trustees of Te Tahuhu o Tawakeheimoa Trust and the Crown settling the historical claims of Ngāti Rangiwewehi; and

nominated shares has the meaning given to it in the deed recording on account arrangements; and

[Northern property means each property described in part [3A] of the property redress schedule; and]

notice means a notice given under part 4 of this schedule, or any other applicable provisions of this deed, and **notify** has a corresponding meaning; and

on account payment means the amount paid by the Crown on account of the settlement referred to in clause 6.4; and

party means each of the following:

- (a) [the settling group;]

6: DEFINED TERMS

- (b) the Ngāi Te Rangi governance entity;
- (c) the Ngā Pōtiki governance entity; and
- (d) the Crown; and

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

property redress schedule means the property redress schedule to this deed; and

redress means:

- (a) the acknowledgement and the apology made by the Crown under clauses 3.1 and 3.2; and
- (b) the cultural redress; and
- (c) the financial and commercial redress; and

[related school means, in respect of the school house site, the commercial property referred to as Mt Maunganui College in part 3B of the property redress schedule; and]

relevant consent authority for a statutory area, means a consent authority of a region or district that contains, or is adjacent to, the statutory area; and

relevant Hauraki iwi means [insert Ngāti Tara Tokanui details]; and

relevant Hauraki iwi deed of settlement means the deed of settlement entered into between the Crown and the relevant Hauraki iwi.

relevant governance entity means:

- (c) in relation to a commercial property, the governance entity specified in the 'governance entity' column for that property, in table 3B of the property redress schedule;
- (d) in relation to the RFR land, the governance entity specified in the 'governance entity' column in part 3 of the attachments; and
- (e) in relation to a cultural redress property, the governance entity in whom the property is to be vested;

[representative entity means:

- (a) the Ngāi Te Rangi governance entity; and/or
- (b) the Ngā Pōtiki governance entity; and
- (c) a person (including any trustee or trustees) acting for or on behalf of:
 - (i) the collective group referred to in clauses 8.5.1 and 8.6.1; or
 - (ii) any one or more members of the [settling group]; or

NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT:
GENERAL MATTERS SCHEDULE

6: DEFINED TERMS

- (iii) any one or more of the whānau, hāpu or groups of individuals referred to in clauses 8.5.2 and 8.6.2; and]

reserve site means those sites listed in paragraph 7.1.2 of the legislative matters schedule; and

resource consent has the meaning given to it by section 2(1) of the Resource Management Act 1991; and

resumptive memorial means a memorial entered on a certificate of title or computer register under any of the following sections:

- (a) 27A of the State-Owned Enterprises Act 1986;
- (b) 211 of the Education Act 1989;
- (c) 38 of the New Zealand Railways Corporation Restructuring Act 1990; and

RFR land means the land listed in the attachments as RFR land that, on the settlement date:

- (a) is vested in the Crown; or
- (b) the fee simple for which is held by the Crown [or a **Crown body**]; and

schedules means the schedules to this deed, being the general matters schedule, the property redress schedule, and the documents schedule; and

school house site means the property described in part 3B of the property redress schedule as the Mt Maunganui College school house site; and

settlement means the settlement of the historical claims under this deed and the settlement legislation; and

settlement date means:

- (a) in relation to a commercial property that is not a leaseback commercial property, the TP settlement date as defined in part [6] of the property redress schedule; and
- (b) for all other purposes the date that is [20] business days after the date on which the settlement legislation comes into force; and

settlement date under the relevant Hauraki iwi deed of settlement means the settlement date as defined in the relevant Hauraki iwi deed of settlement.

settlement document means a document entered into to give effect to this deed; and

settlement documentation means this deed and the settlement legislation; and

settlement legislation means, if the bill proposed by the Crown for introduction to the House of Representatives under clause 7.1 is passed, the resulting Act; and

[**settling group** has the meaning given to it by clauses 8.5 [and 8.6; and]

6: DEFINED TERMS

statement of association means each statement of association in part [1] of the documents schedule; and

statement of coastal values means the statement set out in part [1] of the documents schedule; and

statutory acknowledgment means the acknowledgement to be made by the Crown in the settlement legislation as provided for in part [5] of the legislative matters schedule; and

statutory area means those areas listed in part [13] of the legislative matters schedule; and

Tapuika settlement deed means the deed dated 16 December 2012 between Tapuika, the trustees of Tapuika Iwi Authority Trust and the Crown settling the historical claims of Tapuika; and

[TMIC or the Tauranga Moana Iwi Collective means the Tauranga Moana Iwi who comprise:

- (a) Ngāi Te Rangī; and
- (b) Ngā Hapū o Ngāti Ranginui; and
- (c) Ngāti Pūkenga; 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 this schedule; and

Te Rūnanga o Ngāi Te Rangī Iwi Trust means [insert]; and

terms of negotiation means the terms of negotiation referred to in clauses 1.4 and 1.12; and

transfer value, in relation to a commercial property, means the transfer value specified in the table in part [3B] of the property redress schedule in relation to that property; 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 Ngā Hapū o Ngāti Ranginui Settlement Trust are the governance entity under the Ngāti Ranginui settlement deed; and

[trustees of the Ngā Pōtiki a Tamapahore Trust means the trustees from time to time of that trust; and]

6: DEFINED TERMS

[trustees of the Ngāi Te Rangi Settlement Trust means the trustees from time to time of that trust; and]

trustees of Tapuika Iwi Authority Trust are the governance entity under the Tapuika settlement deed; and

trustees of Te Kapu o Waitaha are the governance entity under the Waitaha settlement deed; and

trustees of Te Tahuhu o Tawakeheimoa Trust are the governance entity described in the Ngāti Rangiwewehi settlement deed; and

trustees of Te Tāwharau o Ngāti Pūkenga Trust are the governance entity described in the Ngāti Pūkenga settlement deed; and

Waitaha settlement deed means the deed dated 20 September 2011 between the Crown, Waitaha and the trustees of Te Kapu o Waitaha settling the historic claims of Waitaha; and

vesting, in relation to a cultural redress property, means its vesting under the settlement legislation; and

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

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

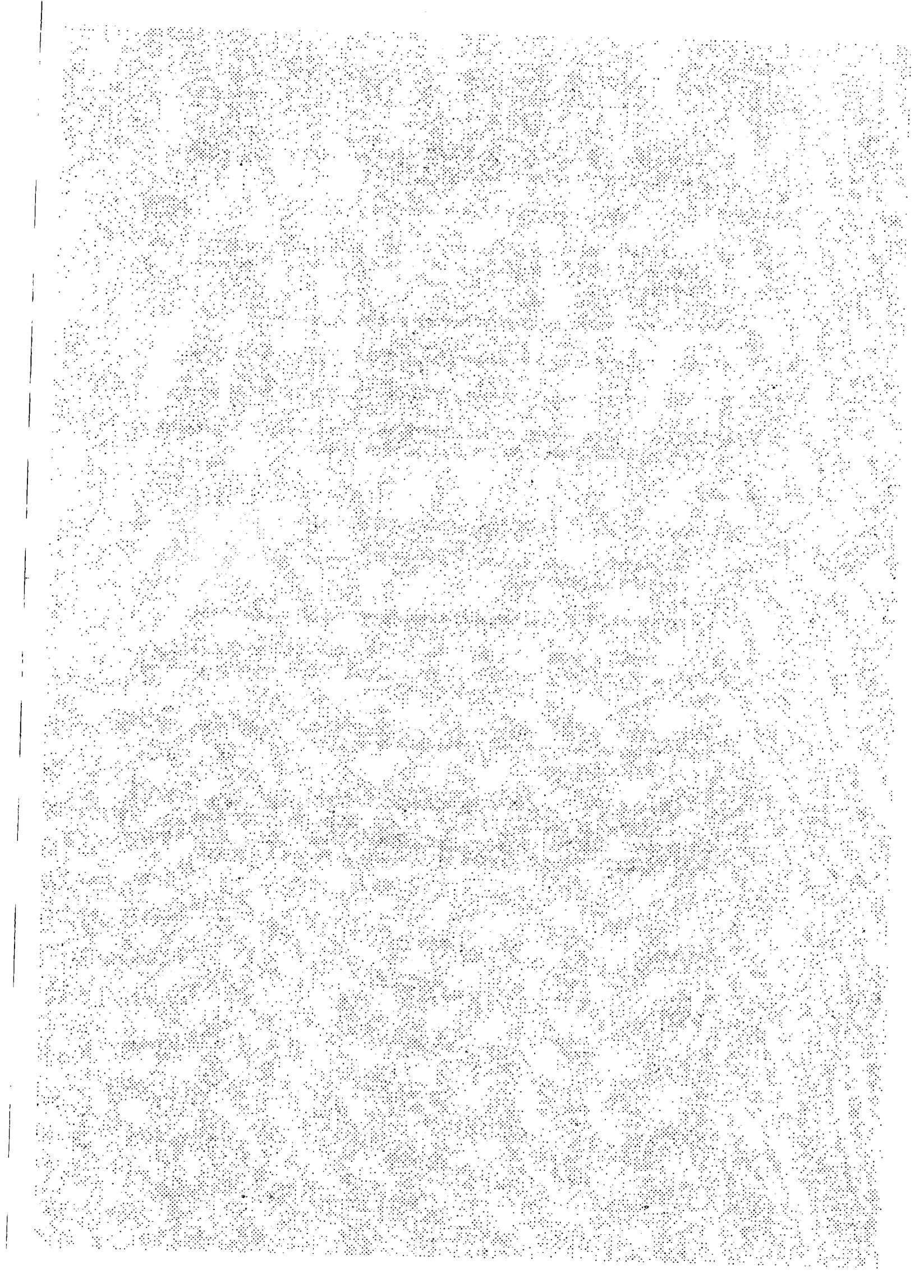
7 INTERPRETATION

- 7.1 This part applies to this deed's interpretation, unless the context requires a different interpretation.
- 7.2 Headings do not affect the interpretation.
- 7.3 A term defined by:
- 7.3.1 this deed has the meaning given to it by this deed; and
 - 7.3.2 the legislative matters schedule, but not by this deed, has the meaning given to it by that schedule, where used in this deed.
- 7.4 All parts of speech, and grammatical forms, of a defined term have corresponding meanings.
- 7.5 The singular includes the plural and vice versa.
- 7.6 One gender includes the other genders.
- 7.7 Any monetary amount is in New Zealand currency.
- 7.8 Time is New Zealand time.
- 7.9 Something, that must or may be done on a day that is not a business day, must or may be done on the next business day.
- 7.10 A period of time specified as:
- 7.10.1 beginning on, at, or with a specified day, act, or event includes that day or the day of the act or event; or
 - 7.10.2 beginning from or after a specified day, act, or event does not include that day or the day of the act or event; or
 - 7.10.3 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
 - 7.10.4 ending before a specified day, act or event does not include that day or the day of the act or event; or
 - 7.10.5 continuing to or until a specified day, act, or event includes that day or the day of the act or event.
- 7.11 A reference to:
- 7.11.1 an agreement or document, including this deed or a document in the documents schedule, means that agreement or that document as amended, novated, or replaced; and

NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT:
GENERAL MATTERS SCHEDULE

7: INTERPRETATION

- 7.11.2 legislation, including the settlement legislation, means that legislation as amended, consolidated, or substituted; and
- 7.11.3 a party includes a permitted successor of that party; and
- 7.11.4 a particular Minister includes any Minister who, under the authority of a warrant or with the authority of the Prime Minister, is responsible for the relevant matter.
- 7.12 An agreement by two or more persons binds them jointly and severally.
- 7.13 If the Crown must endeavour to do something or achieve some result, the Crown:
- 7.13.1 must use reasonable endeavours to do that thing or achieve that result; but
- 7.13.2 is not required to propose for introduction to the House of Representatives any legislation, unless expressly required by this deed.
- 7.14 Provisions in:
- 7.14.1 the main body of this deed are referred to as clauses; and
- 7.14.2 the property redress, legislative matters and general matters schedules are referred to as paragraphs; and
- 7.14.3 the documents in the documents schedule are referred to as clauses.
- If there is a conflict between a provision that is in the main body of this deed and a provision in a schedule or an attachment, the provision in the main body of the deed prevails.
- 7.15 The deed plans in the attachments that are referred to in the statutory acknowledgement indicate the general locations of the relevant site[s] and areas but not their precise boundaries.
- 7.16 The deed plans in the attachments that show the cultural redress properties indicate the general locations of the relevant properties but are for information purposes only and do not show their precise boundaries. The legal descriptions for the cultural redress properties are shown in part [14] of the legislative matters schedule.



NGĀI TE RANGI

and

[*Governance entity*]

and

THE CROWN

**DEED OF SETTLEMENT SCHEDULE:
DOCUMENTS**

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1 STATEMENTS OF ASSOCIATION

The settling group's statements of association are set out below. These are statements of the [settling group]'s particular cultural, spiritual, historical, and traditional association with identified areas.

[Name of area] (as shown on deed plan [*number*])

[statement of association]

2 RFR DEED OVER CERTAIN QUOTA

[]

3 ENCUMBRANCES

4 LEASES FOR LEASEBACK COMMERCIAL PROPERTIES

5 DEED OF ON ACCOUNT ARRANGEMENTS

6 RIGHT OF WAY EASEMENT OVER OTĀNEWAINUKU

NGĀI TE RANGI

and

NGĀ PŌTIKI

and

[NGĀI TE RANGI SETTLEMENT TRUST]

and

[NGĀ PŌTIKI A TAMAPAHORE TRUST]

and

THE CROWN

**DEED OF SETTLEMENT SCHEDULE:
PROPERTY REDRESS**

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1 DISCLOSURE INFORMATION AND WARRANTY

DISCLOSURE INFORMATION

- 1.1 The Crown has provided information to the Ngāi Te Rangi governance entity and the Ngā Pōtiki governance entity about the cultural redress properties, the Northern properties and commercial properties by [*sender, recipient and date of disclosure information*].

WARRANTY

- 1.2 In this deed, unless the context otherwise requires:

1.2.1 **acquired property** means:

- (a) each cultural redress property;
- (b) each Northern property; and
- (c) each commercial property; and

1.2.2 **disclosure information**, in relation to an acquired property, means the information given by the Crown about the property referred to in paragraph 1.1.

- 1.3 The Crown warrants to the Ngāi Te Rangi governance entity and the Ngā Pōtiki governance entity that the Crown has given to the relevant governance entity in its disclosure information about an acquired property all material information that, to the best of the land holding agency's knowledge, is in the agency's records about the property (including its encumbrances), at the date of providing that information:

1.3.1 having inspected the agency's records; but

1.3.2 not having made enquiries beyond the agency's records; and

1.3.3 in particular, not having undertaken a physical inspection of the property.

WARRANTY LIMITS

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

1.4.1 an acquired property, 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

**NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT:
PROPERTY REDRESS SCHEDULE**

1: DISCLOSURE INFORMATION AND WARRANTY

- 1.4.2 the disclosure information about an acquired property, including in relation to its completeness or accuracy.
- 1.5 The Crown has no liability in relation to the state or condition of an acquired property, except for any liability arising as a result of a breach of paragraph 1.3.

ACKNOWLEDGEMENT

- 1.6 Although the Crown is not giving any representation or warranty in relation to an acquired property, other than under paragraph 1.3, the Ngāi Te Rangi governance entity and the Ngā Pōtiki governance entity acknowledge that they could, before the date of this deed:
- 1.6.1 inspect the property and determine its state and condition; and
- 1.6.2 consider the disclosure information in relation to it.

2 VESTING OF CULTURAL REDRESS PROPERTIES

SAME MANAGEMENT REGIME AND CONDITION

- 2.1 Until the settlement date, the Crown must:
- 2.1.1 continue to manage and administer each cultural redress property in accordance with its existing practices for the property; and
 - 2.1.2 maintain each cultural redress property in substantially the same condition that it is in at the date of this deed.
- 2.2 Paragraph 2.1 does not:
- 2.2.1 apply to a cultural redress property that is not managed and administered by the Crown; or
 - 2.2.2 require the Crown to restore or repair a cultural redress property damaged by an event beyond the Crown's control.

ACCESS

- 2.3 The Crown is not required to enable access to a cultural redress property for either the Ngāi Te Rangi governance entity or the Ngā Pōtiki governance entity, or members of the [settling group].

COMPLETION OF REQUIRED DOCUMENTATION

- 2.4 Any documentation, required by the settlement documentation to be signed by either the Ngāi Te Rangi governance entity or the Ngā Pōtiki governance entity, in relation to the vesting of a cultural redress property, must, on or before the settlement date, be:
- 2.4.1 provided by the Crown to the relevant governance entity; and
 - 2.4.2 duly signed and returned by the relevant governance entity.

SURVEY AND REGISTRATION

- 2.5 The Crown must arrange, and pay for:
- 2.5.1 the preparation, approval and, where applicable the deposit, of a cadastral survey dataset of a cultural redress property to the extent it is required to enable the issue, under the settlement legislation, of a computer freehold register for the property; and
 - 2.5.2 the registration of any document required in relation to the vesting under the settlement legislation of a cultural redress property in the Ngāi Te Rangi governance entity and/or the Ngā Pōtiki governance entity.

NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT:
PROPERTY REDRESS SCHEDULE

3 A [NORTHERN PROPERTIES]

Address	Description	Encumbrances	Transfer value	Registered by Trust Specialty Trust Sole Trust	Land Holding Agency	Fee simple interest
[Rawaka Drive, Katikati]	[0.2676 hectares, approximately being Crown Land and Part Uretara Stream Bed adjoining Lot 1 DP 338589. Part Gazette 1865 page 187]		Nil consideration	No	Land Information New Zealand	Undivided one half share as tenants in common with [the relevant Hauraki iwi]
[Athenree Tanners Point]	[0.1961 hectares, approximately, being Crown Land. Part Gazette 1982 page 370]		Nil consideration	No	Land Information New Zealand	Undivided one half share as tenants in common with [the relevant Hauraki iwi]
[69 Broadway Road]	[Section 1 SO 308381]		Nil consideration	No	Office of Treaty Settlements	Undivided one half share as tenants in common with [the relevant Hauraki iwi]

NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT:
PROPERTY REDRESS SCHEDULE

3 B COMMERCIAL PROPERTIES

Address	Description	Encumbrances	Estimated Value	Leaseback? (Yes, specify initial annual rent)	Allocating agency	Reverting governance entity
<i>Sale and Leaseback properties</i>						
Mount Maunganui College	[To be completed]		[\$insert]	Yes [insert \$]	Ministry of Education	Ngāi Te Rangi governance entity
Mount Maunganui College school house site	[To be completed]		[\$insert]	Yes [insert \$]	Ministry of Education	Ngāi Te Rangi governance entity
Omanu Primary School	[To be completed]		[\$insert]	Yes [insert \$]	Ministry of Education	Ngāi Te Rangi governance entity
Selwyn Ridge Primary School	[To be completed]		[\$insert]	Yes [insert \$]	Ministry of Education	Ngāi Te Rangi governance entity

**NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT:
PROPERTY REDRESS SCHEDULE**

Address	Description	Encumbrances	Transfer value	Leaseback? (Yes specify initial annual rent)	Land holding agency	Relevant governance entity
Other commercial properties						
3 Rata Street	[To be completed]		[\$ insert]	No	Office of Treaty Settlements	Ngāi Te Rangi governance entity
86 Taipari Street	[To be completed]		[\$ insert]	No	Office of Treaty Settlements	Ngāi Te Rangi governance entity
93 Eversham Road	[To be completed]		[\$ insert]	No	Office of Treaty Settlements	Ngā Pōtiki governance entity
72 D Simpson Road	[To be completed]		[\$ insert]	No	Office of Treaty Settlements	Ngā Pōtiki governance entity
84 R Truman Lane	[To be completed]		[\$ insert]	No	Office of Treaty Settlements	Ngā Pōtiki governance entity
820 L Truman Lane	[To be completed]		[\$ insert]	No	Office of Treaty Settlements	Ngā Pōtiki governance entity
1178 L Truman Lane	[To be completed]		[\$ insert]	No	Office of Treaty Settlements	Ngā Pōtiki governance entity
124 Hull Road	[To be completed]		[\$ insert]	No	Office of Treaty Settlements	Ngāi Te Rangi governance entity
Bell Road/Railway	[To be completed]		[\$ insert]	No	Office of Treaty Settlements	Ngā Pōtiki governance entity
1 Hewletts Road	[To be completed]		[\$ insert]	No	Office of Treaty Settlements	Ngāi Te Rangi governance entity

**NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT:
PROPERTY REDRESS SCHEDULE**

ADDRESS	DESCRIPTION	APPROXIMATE VALUE	TRANSFER VALUE	Leasback? (Yes/Specify/None/Other)	Land holding agency	Relevant governance entity
McDonald/Hewletts Road	[To be completed]		[\$ insert]	No	Office of Treaty Settlements	Ngāi Te Rangi governance entity
17 The Strand	[To be completed]		[\$ insert]	No	Office of Treaty Settlements	Ngāi Te Rangi governance entity
13 McLean Street	[To be completed]		[\$ insert]	No	Office of Treaty Settlements	Ngāi Te Rangi governance entity
Ainsworth Road	[To be completed]		[\$ insert]	No	Office of Treaty Settlements	Ngāi Te Rangi governance entity
Cnr Minden Road/Perkins	[To be completed]		[\$ insert]	No	Office of Treaty Settlements	Ngāi Te Rangi governance entity

4 TERMS OF TRANSFER FOR NORTHERN AND COMMERCIAL PROPERTIES

APPLICATION OF THIS PART

- 4.1 This part applies to the transfer by the Crown to the relevant governance entity of each of the following properties (a **transfer property**):
- 4.1.1 each Northern property, under clause [6.14]; and
 - 4.1.2 each commercial property, under clause [6.5] and paragraph 4.4.
- 4.2 In relation to the Northern properties:
- 4.2.1 where the context requires references to the **relevant governance entity** shall be read to mean the Ngāi Te Rangi governance entity and [the relevant Hauraki iwi] jointly as tenants in common; and
 - 4.2.2 where the context requires references to a **transfer property** shall be read to mean the undivided one half share of the fee simple estate in those properties; and
 - 4.2.3 paragraphs 4.25 to 4.34 do not apply.
- 4.3 In relation to the commercial properties, references to the **relevant governance entity** shall be read to mean the governance entity specified in the "relevant governance entity" column in the table in part 3B of this schedule.

TRANSFER

- 4.4 The parties are to be treated as having entered into an agreement for the sale and purchase of each commercial property at its transfer value, plus GST if any, on the terms in this part 4 and under which:
- 4.4.1 on the TP settlement date:
 - (a) the Crown must transfer the property to the relevant governance entity; and
 - (b) the relevant governance entity must pay to the Crown an amount equal to the transfer value of the property, plus GST if any, by:
 - (i) bank cheque drawn on a registered bank and payable to the Crown; or
 - (ii) another payment method agreed by the parties; and

**NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT:
PROPERTY REDRESS SCHEDULE**

4: TERMS OF TRANSFER FOR NORTHERN AND COMMERCIAL PROPERTIES

- 4.4.2 if the property is a leaseback commercial property, the parties must, by or on the TP settlement date, sign the Crown leaseback (being a registrable lease of the property):
- (a) commencing on the actual TP settlement date; and
 - (b) at its initial annual rent as specified in the table in part 3B (plus GST, if any); and
 - (c) on the terms provided in part [4] of the documents schedule for the leaseback commercial property.
- 4.5 The Crown must transfer the fee simple estate in a transfer property to the relevant governance entity:
- 4.5.1 subject to, and where applicable with the benefit of:
- (a) the disclosed encumbrances affecting or benefiting the property (as they may be varied by a non-material variation, or a material variation entered into under paragraph 4.21.4(a)); and
 - (b) any additional encumbrances affecting or benefiting the property entered into by the Crown under paragraph 4.21.4(b); and
 - (c) [any encumbrances in relation to that property that the relevant governance entity is required to provide to the Crown on or by the settlement date under clauses [6.6 or 6.14]].
- 4.5.2 if the property is a leaseback commercial property, subject to the Crown leaseback in relation to the property.
- 4.6 The Crown must pay any survey and registration costs required to transfer the fee simple estate in a transfer property to the relevant governance entity.

POSSESSION

- 4.7 Possession of a transfer property must, on the TP settlement date for the property:
- 4.7.1 be given by the Crown; and
- 4.7.2 taken by the relevant governance entity; and
- 4.7.3 be vacant possession subject only to:
- (a) any encumbrances referred to in paragraph 4.5.1 that prevent vacant possession being given and taken; and
 - (b) if the property is a leaseback commercial property, the Crown leaseback.

SETTLEMENT

- 4.8 Subject to paragraphs 4.9 and 4.41.2, the Crown must provide the relevant governance entity with the following in relation to a transfer property on the TP settlement date for that property:

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PROPERTY REDRESS SCHEDULE

4: TERMS OF TRANSFER FOR NORTHERN AND COMMERCIAL PROPERTIES

- 4.8.1 evidence of:
- (a) a registrable transfer instrument; and
 - (b) any other registrable instrument required by this deed in relation to the property;
- 4.8.2 all contracts and other documents (but not public notices such as proclamations and *Gazette* notices) that create unregistered rights or obligations affecting the registered proprietor's interest in the property after the TP settlement date.
- 4.9 If the fee simple estate in the transfer property may be transferred to the relevant governance entity electronically under the relevant legislation:
- 4.9.1 paragraph 4.8.1 does not apply; and
- 4.9.2 the Crown must ensure its solicitor:
- (a) a reasonable time before the TP settlement date for the property:
 - (i) creates a Landonline workspace for the transfer to the relevant governance entity of the fee simple estate in the property; and
 - (ii) prepares, certifies, signs, and pre-validates in the Landonline workspace the transfer instrument, and all other instruments, necessary, to effect the transfer electronically (the **electronic transfer instruments**); and
 - (b) on the TP settlement date, releases the electronic transfer instruments so that the relevant governance entity's solicitor may submit them for registration under the relevant legislation; and
- 4.9.3 the relevant governance entity must ensure its solicitor, a reasonable time before the TP settlement date, certifies and signs the transfer instrument for the property prepared in the Landonline workspace under paragraph 4.9.2(a)(ii); and
- 4.9.4 paragraphs 4.9.2 and 4.9.3 are subject to paragraph 4.41.2.
- 4.10 The relevant legislation for the purposes of paragraph 4.9 is:
- 4.10.1 the Land Transfer Act 1952; and
- 4.10.2 the Land Transfer (Computer Registers and Electronic Lodgement) Amendment Act 2002.
- 4.11 The Crown must, on the actual TP settlement date for a transfer property, provide the relevant governance entity with any key or electronic opener to a gate or door on, and any security code to an alarm for, the property that are held by the Crown unless:
- 4.11.1 the property is a leaseback commercial property; and
- 4.11.2 to provide it would be inconsistent with the Crown leaseback.

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- 4.12 The transfer value of, or the amount payable by the relevant governance entity for, a transfer property is not affected by:
- 4.12.1 a non-material variation, or a material variation entered into under paragraph [4.21.4(a)], of a disclosed encumbrance affecting or benefiting the property; or
 - 4.12.2 an additional encumbrance affecting or benefiting the property entered into by the Crown under paragraph [4.21.4(b)].

APPORTIONMENT OF OUTGOINGS AND INCOMINGS

- 4.13 If, as at the actual TP settlement date for a transfer property:
- 4.13.1 the outgoings for the property pre-paid by the Crown for any period after that date exceed the incomings received by the Crown for any period after that date, the relevant governance entity must pay the amount of the excess to the Crown; or
 - 4.13.2 the incomings for the property received by the Crown for any period after that date exceed the outgoings for the property pre-paid by the Crown for any period after that date, the Crown must pay the amount of the excess to the relevant governance entity.
- 4.14 The outgoings for a transfer property for the purposes of paragraph 4.13 do not include insurance premiums and the relevant governance entity is not required to take over from the Crown any contract of insurance in relation to the property.
- 4.15 An amount payable under paragraph 4.13 in relation to a transfer property must be paid on the actual TP settlement date for the property.
- 4.16 The Crown must, before the actual TP settlement date for a transfer property, provide the relevant governance entity with a written statement calculating the amount payable by the governance entity or the Crown under paragraph 4.13.

FIXTURES, FITTINGS AND CHATTELS

- 4.17 The transfer of a transfer property includes all fixtures and fittings that were owned by the Crown, and located on the property, on the first date of the transfer period for that property.
- 4.18 Paragraph 4.17 does not apply to the Lessee's improvements located on a leaseback commercial property.
- 4.19 Fixtures and fittings transferred under paragraph 4.17 must not be mortgaged or charged.
- 4.20 The transfer of a transfer property does not include chattels.

OBLIGATIONS AND RIGHTS DURING THE TRANSFER PERIOD

- 4.21 The Crown must, during the transfer period for a transfer property:
- 4.21.1 ensure the property is maintained in substantially the same condition, fair wear and tear excepted, as it was in at the first day of the period; and

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- 4.21.2 pay the charges for electricity, gas, water and other utilities that the Crown owes as owner of the property, except where those charges are payable by a tenant or occupier to the supplier; and
- 4.21.3 ensure the Crown's obligations under the Building Act 2004 are complied with in respect of any works carried out on the property during the period:
- (a) by the Crown; or
 - (b) with the Crown's written authority; and
- 4.21.4 obtain the prior written consent of the relevant governance entity before:
- (a) materially varying a disclosed encumbrance affecting or benefiting the property; or
 - (b) entering into an encumbrance affecting or benefiting the property; or
 - (c) procuring a consent, providing a waiver, or giving an approval, that materially affects the property, under the Resource Management Act 1991 or any other legislation; and
- 4.21.5 use reasonable endeavours to obtain permission for the relevant governance entity to enter and inspect the property under paragraph 4.22.2 if the relevant governance entity is prevented from doing so by the terms of an encumbrance referred to in paragraph 4.5, but

in the case of a leaseback commercial property these obligations are modified to the extent necessary to ensure they do not add to, or vary, the obligations of the Crown under the Crown leaseback as if it applied during the transfer period.

- 4.22 The relevant governance entity, during the transfer period in relation to a transfer property:
- 4.22.1 must not unreasonably withhold or delay any consent sought under paragraph 4.21.4 in relation to the property; and
- 4.22.2 may enter and inspect the property on one occasion:
- (a) after giving reasonable notice; and
 - (b) subject to the terms of the encumbrances referred to in paragraph 4.5; and
- 4.22.3 must comply with all reasonable conditions imposed by the Crown in relation to entering and inspecting the property.

OBLIGATIONS AFTER SETTLEMENT

- 4.23 The Crown must:
- 4.23.1 give the relevant territorial authority notice of the transfer of a transfer property immediately after the actual TP settlement date for the property; and

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- 4.23.2 if it receives a written notice in relation to a transfer property from the Crown, a territorial authority, or a tenant after the actual TP settlement date for the property:
- (a) comply with it; or
 - (b) provide it promptly to the relevant governance entity or its solicitor; or
- 4.23.3 pay any penalty incurred by the relevant governance entity to the person providing the written notice as a result of the Crown not complying with paragraph 4.23.2.

RISK AND INSURANCE

- 4.24 A transfer property is at the sole risk of:
- 4.24.1 the Crown, until the actual TP settlement date for the property; and
 - 4.24.2 the relevant governance entity, from the actual TP settlement date for the property.

DAMAGE AND DESTRUCTION

- 4.25 Paragraphs 4.26 to 4.34 apply if, before the actual TP settlement date for a commercial property:
- 4.25.1 the property is destroyed or damaged; and
 - 4.25.2 the destruction or damage has not been made good.
- 4.26 Paragraph 4.27 applies if as a result of the destruction or damage, the commercial property is not tenable.
- 4.27 Where this paragraph applies:
- 4.27.1 the relevant governance entity may cancel its transfer by written notice to the Crown; or
 - 4.27.2 the Crown may cancel its transfer by written notice to the governance entity if the property is a leaseback commercial property.
- 4.28 Notice under paragraph 4.27 must be given before the actual TP settlement date.
- 4.29 Paragraph 4.30 applies if:
- 4.29.1 despite the destruction or damage, the commercial property is tenable; or
 - 4.29.2 as a result of the damage or destruction, is not tenable, but its transfer is not cancelled under paragraph 4.27 before the actual TP settlement date.
- 4.30 Where this paragraph applies:
- 4.30.1 the relevant governance entity must complete the transfer of the property in accordance with this deed; and

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- 4.30.2 the Crown must pay the relevant governance entity:
- (a) the amount by which the value of the property has diminished, as at the actual TP settlement date for the property, as a result of the destruction or damage;
 - (b) plus GST if any.
- 4.31 The value of the property for the purposes of paragraph 4.30.2 is to be its transfer value.
- 4.32 An amount paid by the Crown under paragraph 4.30.2 is a partial refund of the purchase price if it relates to the destruction or damage of a commercial property.
- 4.33 Each party may give the other notice:
- 4.33.1 requiring a dispute as to the application of paragraphs 4.25 to 4.32 be determined by an arbitrator appointed by the Arbitrators' and Mediators' Institute of New Zealand; and
 - 4.33.2 referring the dispute to the arbitrator so appointed for determination under the Arbitration Act 1996.
- 4.34 If a dispute as to the application of paragraphs 4.25 to 4.32 is not determined by the TP settlement date, that date is to be the date the parties must comply with their obligations on the transfer of the property.

BOUNDARIES AND TITLE

- 4.35 The Crown is not required to point out the boundaries of a transfer property.
- 4.36 If a transfer property is subject only to the encumbrances referred to in paragraph 4.5 and, if the property is a leaseback commercial property, the Crown leaseback, the governance entity:
- 4.36.1 is to be treated as having accepted the Crown's title to the property as at the actual TP settlement date; and
 - 4.36.2 may not make any objections to, or requisitions on, it.
- 4.37 An error or omission in the description of a transfer property or its title does not annul its transfer.

FENCING

- 4.38 The Crown is not liable to pay for, or contribute towards, the erection or maintenance of a fence between a transfer property and any contiguous land of the Crown, unless the Crown requires the fence, in which case the provisions of the Fencing Act 1978 will prevail.
- 4.39 Paragraph 4.38 does not continue for the benefit of a purchaser from the Crown of land contiguous to a transfer property.
- 4.40 The Crown may require a fencing covenant to the effect of paragraphs 4.38 and 4.39 to be registered against the title to a transfer property.

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4: TERMS OF TRANSFER FOR NORTHERN AND COMMERCIAL PROPERTIES

DELAYED TRANSFER OF TITLE

- 4.41 The Crown covenants for the benefit of the relevant governance entity that it will:
- 4.41.1 arrange for the creation of a computer freehold register for the land of a transfer property for land that:
 - (a) is not contained in a computer freehold register; or
 - (b) is contained in a computer freehold register or registers but together with other land; and
 - 4.41.2 transfer (in accordance with paragraph 4.8 or 4.9, whichever is applicable) the fee simple estate in a transfer property to which paragraph 4.41.1 applies as soon as reasonably practicable after complying with that paragraph in relation to the property but not later than five years after the settlement date.
- 4.42 If paragraph 4.41.2 applies to a transfer property, and paragraph 4.9 is applicable, the relevant governance entity must comply with its obligations under paragraph 4.9.3 by a date specified by written notice by the Crown.
- 4.43 The covenant given by the Crown under paragraph 4.41 has effect and is enforceable, despite:
- 4.43.1 being positive in effect; and
 - 4.43.2 there being no dominant tenement.
- 4.44 If paragraph 4.41 applies then, for the period from the actual TP settlement date until the date that the Crown transfers the fee simple estate in the transfer property to the relevant governance entity:
- 4.44.1 the governance entity will be the beneficial owner of the property; and
 - 4.44.2 all obligations and rights will be performed and arise as if the fee simple estate had been transferred to the relevant governance entity on the actual TP settlement date; and
 - 4.44.3 the relevant governance entity may not serve a settlement notice under paragraph 4.47.

INTEREST

- 4.45 If for any reason (other than the default of the Crown) all or any of the amount payable by the relevant governance entity to the Crown in relation to a commercial property is not paid on the TP settlement date:
- 4.45.1 the Crown is not required to give possession of the property to the relevant governance entity; and
 - 4.45.2 the relevant governance entity must pay the Crown default interest at the rate of 12% per annum on the unpaid amount (plus GST if any) for the period from the TP settlement date to the actual TP settlement date.

**NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT:
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4: TERMS OF TRANSFER FOR NORTHERN AND COMMERCIAL PROPERTIES

- 4.46 Paragraph 4.45 is without prejudice to any of the Crown's other rights or remedies available to the Crown at law or in equity.

SETTLEMENT NOTICE

- 4.47 If, without the written agreement of the parties, settlement of a commercial property is not effected on the TP settlement date:
- 4.47.1 either party may at any time after the TP settlement date serve notice on the other (a **settlement notice**) requiring the other to effect settlement; but
 - 4.47.2 the settlement notice is effective only if the party serving it is:
 - (a) ready, able, and willing to effect settlement in accordance with the settlement notice; or
 - (b) not ready, able, and willing to effect settlement only by reason of the default or omission of the other party; and
 - 4.47.3 upon service of a settlement notice, the party on which it is served must effect settlement within 10 business days after the date of service (excluding the date of service); and
 - 4.47.4 time is of the essence under paragraph 4.47.3; and
 - 4.47.5 if the party in default does not comply with the terms of a settlement notice, the other party may cancel the agreement constituted by paragraph 4.4.
- 4.48 Paragraph 4.47, and the exercise of rights under it, is without prejudice to any other rights or remedies, at law, in equity, or otherwise, that the party not in default may have.

FURTHER ASSURANCES

- 4.49 Each party must, at the request of the other, sign and deliver any further documents or assurances, and do all acts and things that the other may reasonably require to give full force and effect to this part.

NON-MERGER

- 4.50 On transfer of a transfer property to the relevant governance entity:
- 4.50.1 the provisions of this part will not merge; and
 - 4.50.2 to the extent any provision of this part has not been fulfilled, it will remain in force.

5 NOTICE IN RELATION TO CULTURAL REDRESS AND TRANSFER PROPERTIES

- 5.1 If this schedule requires the relevant governance entity to give notice to the Crown in relation to or in connection with a cultural redress property or a transfer property, the relevant governance entity must give the notice in accordance with part 4 of the general matters schedule, except the notice must be addressed to the land holding agency for the property at its address or facsimile number provided:
- 5.1.1 in paragraph 5.2; or
- 5.1.2 if the land holding agency has given notice to the relevant governance entity of a new address or facsimile number, in the most recent notice of a change of address or facsimile number.
- 5.2 Until any other address or facsimile number of a land holding agency is given by notice to the relevant governance entity, the address of each land holding agency is as follows for the purposes of giving notice to that agency in accordance with this part.

Land holding agency	Address and facsimile number
Land Information New Zealand	155 The Terrace Private Bag 5501 Wellington Fax: +64 4 472 2244
Ministry of Education	45-47 Pipitea Street PO Box 1666 Thorndon Wellington 6011 Fax: +64 4 494 9801
Office of Treaty Settlements	Level 3, The Vogel Centre 19 Aitken Street DX SX 10111 Wellington Fax: +64 4 494 9801

6 DEFINITIONS

6.1 In this schedule, unless the context otherwise requires, **party** means each of the governance entity and the Crown.

6.2 In this deed, unless the context otherwise requires:

acquired property has the meaning given to it by paragraph 1.2.1; and

actual TP settlement date means the date on which settlement of the commercial property takes place; and

Crown leaseback means, in relation to a leaseback commercial property, the lease to be entered into by the governance entity and the Crown under clause 6.7; and:

disclosed encumbrance, in relation to a transfer property, means an encumbrance affecting or benefiting the property that is disclosed in the disclosure information about the property; and

disclosure information has the meaning given to it by paragraph 1.2.2; and

initial annual rent in relation to a leaseback commercial property, means the rent payable under the Crown leaseback from its commencement as specified in the table in part 3B of this schedule; and

leaseback commercial property means each property listed under the heading 'sale and leaseback' in the table in part 3B where "Yes" is noted in the Leaseback column; and

Lessee's improvements, in relation to a leaseback commercial property has the meaning given to it in the Crown leaseback for the property; and *[Note to drafters: check carefully the terms of each ground lease to ensure consistency]*

registered bank has the meaning given to it by section 2(1) of the Reserve Bank of New Zealand Act 1989; and

relevant governance entity has the meaning given to it in paragraph 6.1 of the general matters schedule; and

settlement notice has the meaning given to it by paragraph [4.47.1]; and

terms of transfer means the terms of transfer set out in part [4]; and

TP settlement date means in relation to:

(a) a commercial property that is not a leaseback commercial property, the date that is six (6) months after the date the settlement legislation comes into force; and

(b) a Northern property or a leaseback commercial property, the settlement date (as defined in paragraph 6.1 of the general matters schedule) being the date that is twenty (20) business days after the date on which the settlement legislation comes into force; and

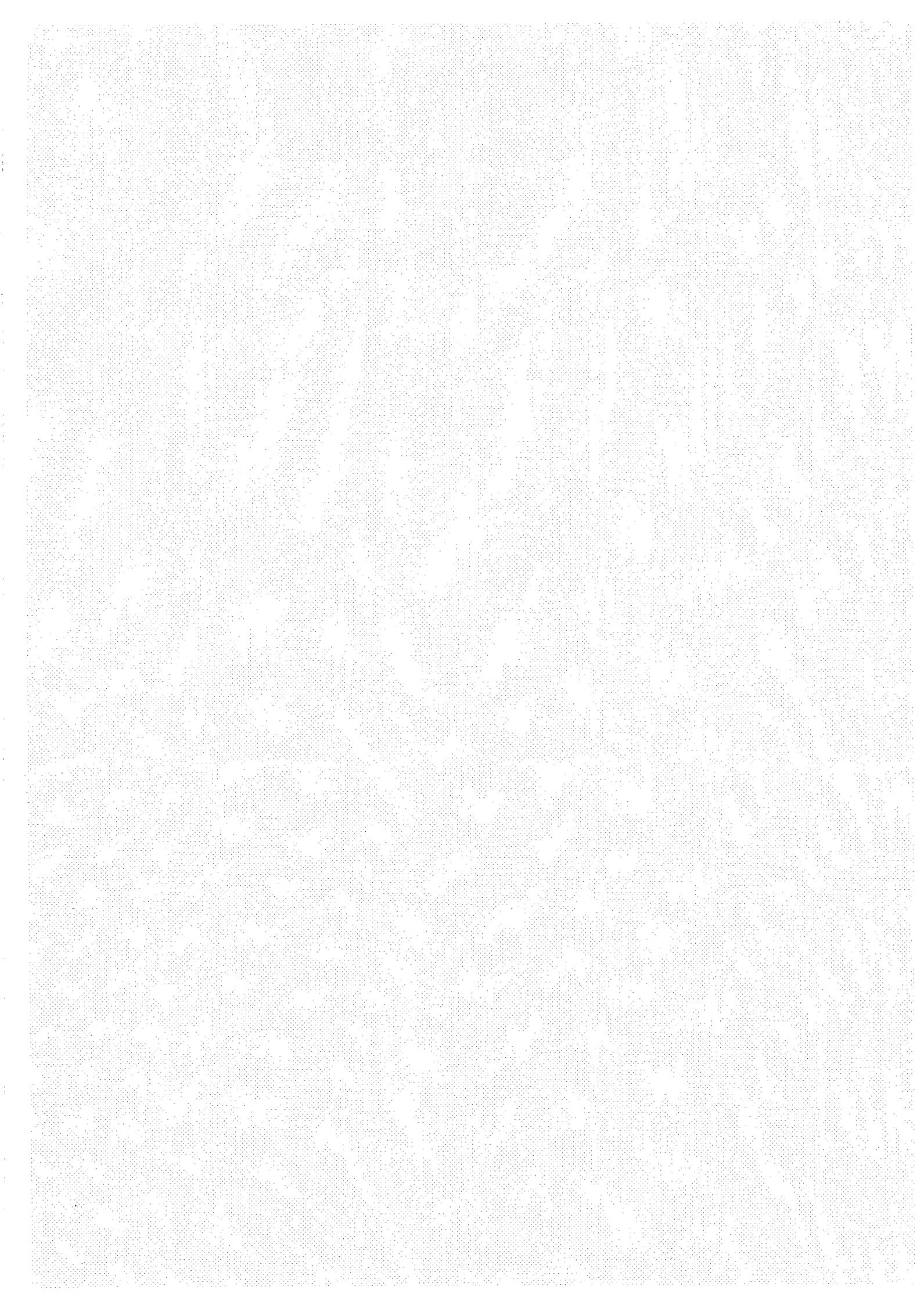
**NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT:
PROPERTY REDRESS SCHEDULE**

6: DEFINITIONS

transfer property has the meaning given to it by paragraph 4.1; and

transfer period means, in relation to a transfer property, the period from the date of this deed to its actual TP settlement date; and

transfer value, in relation to a commercial property, means the amount payable by the relevant governance entity for the transfer of the property as specified in the table in part 3B of this schedule.



NGĀI TE RANGI

and

NGĀ PŌTIKI

and

NGĀI TE RANGI SETTLEMENT TRUST

and

NGĀ PŌTIKI A TAMAPAHORE TRUST

and

THE CROWN

**DEED OF SETTLEMENT:
ATTACHMENTS**

**NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT
ATTACHMENTS**

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1. AREA OF INTEREST

NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT
ATTACHMENTS

1: AREA OF INTEREST

AREA OF INTEREST

[TO INSERT]

2. DEED PLANS

NGĀI TE RANGI AND NGĀ PŪTIKI DEED OF SETTLEMENT
ATTACHMENTS

2: DEED PLANS

DEED PLANS

[TO INSERT]

**NGĀI TE RANGI AND NGĀ PŪTIKI DEED OF SETTLEMENT
ATTACHMENTS**

2.1 STATUTORY ACKNOWLEDGEMENT AREAS

NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT
ATTACHMENTS

2.1: STATUTORY ACKNOWLEDGEMENT AREAS

STATUTORY ACKNOWLEDGEMENT AREAS

[TO INSERT]

2.2 CULTURAL REDRESS PROPERTIES

**NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT
ATTACHMENTS**

2.2: CULTURAL REDRESS PROPERTIES

CULTURAL REDRESS PROPERTIES

[TO INSERT]

2.3 STATEMENTS OF ASSOCIATION AREAS

NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT
ATTACHMENTS

2.3: STATEMENTS OF ASSOCIATION AREAS

STATEMENTS OF ASSOCIATION AREAS

[TO INSERT]

3. RFR LAND

NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT
ATTACHMENTS

3: RFR LAND

POTENTIAL RFR LAND

Agency	Name of site	Location	Legal Description	Relevant governance entity
NZ Police	Mt Maunganui Police Station	6 Salisbury Avenue, Mount Maunganui	0.1414 hectares, approximately, being Part Section 4 Block VII Tauranga Survey District. Balance Proclamation 9865. Subject to survey.	Ngāi Te Rangi governance entity
NZ Police	Papamoa Police Station	530 Papamoa Beach Road, Papamoa	0.0821 hectares, more or less, being Lot 4 DPS 8369. All Computer Freehold Register SA2B/1145.	Ngā Pōtiki governance entity
Tauranga District Council (Crown reversionary interest)	Mauao Recreation Reserve		5.1500 hectares Section 19 Block VI Tauranga Survey District (SA 61D/711)	Ngāi Te Rangi governance entity

NGĀI TE RANGI

and

NGĀ PŌTIKI

and

NGĀI TE RANGI SETTLEMENT TRUST

and

NGĀ POTIKI A TAMAPAHORE TRUST

and

THE CROWN

**DEED OF SETTLEMENT SCHEDULE:
LEGISLATIVE MATTERS**

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1 INTRODUCTION

- 1.1 This schedule sets out matters to be included in the settlement legislation agreed by the parties.

2 TITLE, COMMENCEMENT AND PURPOSE PROVISIONS

2.1 The settlement legislation is to provide that:

2.1.1 its title is Ngāi Te Rangi and Ngā Pōtiki Claims Settlement Act []; and

2.1.2 it comes into force on the day after the date on which it receives the Royal assent; and

2.1.3 its purpose is to give effect to certain provisions of this deed; and

2.1.4 it binds the Crown.

3 SETTLEMENT PROVISIONS

- 3.1 The settlement legislation is to provide that:
- 3.1.1 the historical claims are settled; and
 - 3.1.2 the settlement is final; and
 - 3.1.3 on and from the settlement date, the Crown is released and discharged from all obligations and liabilities in respect of the historical claims.
- 3.2 Paragraph 2.1 is not to limit the acknowledgements expressed in, or the provisions of, the deed of settlement.

4 SETTLEMENT IMPLEMENTATION PROVISIONS

Judicial bodies' jurisdiction to be excluded

- 4.1 The settlement legislation is to provide that, on and from the settlement date, despite any enactment or rule of law, no court, tribunal, or other judicial body, is to have jurisdiction in respect of:
- 4.1.1 the historical claims; or
 - 4.1.2 this deed; or
 - 4.1.3 the settlement legislation; or
 - 4.1.4 the redress provided under this deed or the settlement legislation.
- 4.2 The settlement legislation is to provide that the jurisdiction excluded by paragraph 3.1:
- 4.2.1 is to include the jurisdiction to inquire into, or further inquire into, or to make a finding or recommendation in respect of the matters referred to in that paragraph; and
 - 4.2.2 is not to exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or implementation of this deed or the settlement legislation.

Treaty of Waitangi Act 1975 to be amended

- 4.3 The settlement legislation is to amend schedule 3 of the Treaty of Waitangi Act by including a reference to the title of the settlement legislation.

Māori land claims protection legislation to cease to apply

- 4.4 The settlement legislation is to provide that:
- 4.4.1 nothing in the legislation listed in this paragraph is to apply:
 - (a) to a cultural redress property; or
 - (b) to a Northern property; or
 - (c) to a commercial property; or
 - (d) to RFR land; or
 - (e) for the benefit of the settling group or a representative entity; and
 - 4.4.2 the legislation is:
 - (a) sections 8A to 8HJ of the Treaty of Waitangi Act 1975;
 - (b) sections 27A to 27C of the State-Owned Enterprises Act 1986;

4: SETTLEMENT IMPLEMENTATION PROVISIONS

- (c) sections 211 to 213 of the Education Act 1989;
- (d) part 3 of the Crown Forest Assets Act 1989; and
- (e) part 3 of the New Zealand Railways Corporation Restructuring Act 1990.

4.5 Paragraph 4.4 is to apply to a commercial property only when its purchase is settled under paragraph [4.4.1] of the property redress schedule.

Settlement properties with resumptive memorials to be required to be identified

4.6 The chief executive of LINZ is to be required by the settlement legislation to issue:

4.6.1 to the Registrar-General of Land a certificate that identifies (by reference to the relevant legal description, certificate of title, or computer register) each allotment that is:

- (a) all or part of a cultural redress property, a Northern property, a commercial property, or RFR land; and
- (b) contained in a certificate of title or computer register that has a memorial entered under any legislation referred to in paragraph 4.4.2; and

4.6.2 each certificate under this paragraph, as soon as reasonably practicable after:

- (a) in the case of a cultural redress property, a Northern property or RFR land, the settlement date; and
- (b) in the case of a commercial property, the actual TP settlement date for the property.

4.7 Each certificate under paragraph 4.6 is to state the section of the settlement legislation it is issued under.

Resumptive memorials to be required to be removed from settlement properties

4.8 The Registrar-General of Land is to be required by the settlement legislation, as soon as reasonably practicable after receiving a certificate under paragraph 4.6, to:

4.8.1 register the certificate against each certificate of title or computer register identified in the certificate; and

4.8.2 cancel, in respect of each allotment identified in the certificate, each memorial that is entered (under an enactment referred in paragraph 4.4.2) on a certificate of title or computer register identified in the certificate.

5 PROVISIONS FOR STATUTORY ACKNOWLEDGEMENT

General

- 5.1 The settlement legislation is to provide for a statutory acknowledgement on the terms provided in this part. 'Relevant governance entity' in this part means the governance entity, whose statements of association with the particular area are being acknowledged by the Crown, as set out in part 5 of the deed, and as specified in the column in part 13.

Crown to acknowledge statements of association

- 5.2 The Crown is to acknowledge in the settlement legislation the statements of association and statements of coastal values in the forms set out in part [1] of the documents schedule to this deed.

Purposes of statutory acknowledgement to be specified

- 5.3 The settlement legislation is to provide that the only purposes of the statutory acknowledgement are to:
- 5.3.1 require relevant consent authorities, the Environment Court, and the New Zealand Historic Places Trust to have regard to the statutory acknowledgement, as provided for in paragraphs 5.4 to 5.9; and
 - 5.3.2 require relevant consent authorities to forward summaries of resource consent applications, or copies of notices of resource consent applications, to the relevant governance entity, as provided for in paragraphs 5.14 to 5.17; and
 - 5.3.3 enable the relevant governance entity and any member of the [settling group] to cite the statutory acknowledgement as evidence of the association of the [settling group] with the relevant statutory areas, as provided for in paragraph 5.20.

Relevant consent authorities to be required to have regard to statutory acknowledgement

- 5.4 A relevant consent authority is to be required to have regard to the statutory acknowledgement relating to a statutory area in deciding, under section 95E of the Resource Management Act 1991, if the relevant governance entity is a person who may be affected by the granting of a resource consent.
- 5.5 Paragraph 5.4 is:
- 5.5.1 to apply to a relevant consent authority that has received an application for a resource consent for an activity within, adjacent to, or directly affecting, a statutory area; and
 - 5.5.2 to apply on and from the effective date; and
 - 5.5.3 not to limit the obligations of a relevant consent authority under the Resource Management Act 1991.

5: PROVISIONS FOR STATUTORY ACKNOWLEDGEMENT

Environment Court to be required to have regard to statutory acknowledgement

5.6 The Environment Court is to be required to have regard to the statutory acknowledgement relating to a statutory area in deciding, under section 274 of the Resource Management Act 1991, whether the relevant governance entity is a person with an interest in proceedings greater than the general public in respect of an application for a resource consent for activities within, adjacent to, or directly affecting the statutory area.

5.7 Paragraph 5.6 is to:

5.7.1 apply on and from the effective date; and

5.7.2 not limit the obligations of the Environment Court under the Resource Management Act 1991.

New Zealand Historic Places Trust and Environment Court to be required to have regard to statutory acknowledgement

5.8 The settlement legislation is to provide that:

5.8.1 this paragraph applies if an application is made under section 11 or 12 of the Historic Places Act 1993 for an authority to destroy, damage, or modify an archaeological site within a statutory area; and

5.8.2 the New Zealand Historic Places Trust is to have regard to the statutory acknowledgement relating to a statutory area in exercising its powers under section 14 of the Historic Places Act 1993 in relation to the application; and

5.8.3 the Environment Court is to have regard to the statutory acknowledgement relating to a statutory area in determining, under section 20 of the Historic Places Act 1993, an appeal from a decision of the Historic Places Trust in relation to the application, including determining whether the relevant governance entity is directly affected by the decision; and

5.8.4 **archaeological site** has the meaning given to it in section 2 of the Historic Places Act 1993.

5.9 Paragraph 5.8 is to apply on and from the effective date.

Statutory acknowledgement to be required to be recorded on statutory plans

5.10 Each relevant consent authority is to be required to attach information recording the statutory acknowledgement to all statutory plans that wholly or partly cover a statutory area.

5.11 Paragraph 5.10 is to apply on and from the effective date.

5.12 The information to be required to be attached must include:

5.12.1 the provisions of the settlement legislation giving effect to paragraphs [5.3 to 5.9] in full; and

5.12.2 the descriptions of the statutory areas; and

5: PROVISIONS FOR STATUTORY ACKNOWLEDGEMENT

5.12.3 the statements of association or statements of coastal values.

Effect of the recording to be provided for

5.13 Unless the information attached to a statutory plan under paragraph 5.10 is adopted by the relevant consent authority as part of the statutory plan, the information is:

5.13.1 to be for the purposes of public information only; and

5.13.2 not to be:

(a) part of the plan; or

(b) subject to the provisions of Schedule 1 of the Resource Management Act 1991.

Consent authorities to be required to forward summaries and notices of resource consent applications

5.14 Each relevant consent authority is to be required to forward to the relevant governance entity:

5.14.1 a summary of resource consent applications received by that authority for activities within, adjacent to, or directly affecting a statutory area; or

5.14.2 if notice of an application for a resource consent is served on the authority under section 145(10) of the Resource Management Act 1991, a copy of that notice.

5.15 Paragraph 5.14 is to apply for a period of 20 years from the effective date.

5.16 The information to be forwarded in a summary is to be:

5.16.1 the same as would be given to an affected person under section 95B of the Resource Management Act 1991; or

5.16.2 as agreed between the relevant governance entity and the relevant consent authority.

5.17 The settlement legislation is to provide:

5.17.1 a summary to be forwarded under paragraph 5.14.1 must be forwarded to the relevant governance entity:

(a) as soon as reasonably practicable after an application is received; and

(b) before the consent authority decides under section 95(a) of the Resource Management Act 1991 whether to notify the application; and

5.17.2 a copy of the notice to be forwarded under paragraph 5.14.2 must be forwarded to the relevant governance entity no later than 10 business days after the day on which the consent authority receives the notice.

5: PROVISIONS FOR STATUTORY ACKNOWLEDGEMENT

Relevant governance entity to be given ability to waive rights

- 5.18 The relevant governance entity is to be given the power, by notice in writing to a relevant consent authority:
- 5.18.1 to waive its rights under paragraphs 5.14 to 5.17 in relation to a statutory area;
 - 5.18.2 the Environment Court, or the Historic Places Trust, to waive its rights under paragraphs 5.4 to 5.8 in relation to the coastal statutory area; and
 - 5.18.3 state the scope of the waiver and the period it applies for.

Forwarding of summaries and notices not to limit other obligations

- 5.19 Paragraphs 5.14 to 5.17 are not to limit the obligations of a relevant consent authority to:
- 5.19.1 decide, under section 95 of the Resource Management Act 1991 whether to notify an application; or
 - 5.19.2 decide under section 95E of that Act whether the relevant governance entity is an affected person in relation to an application.

Use of statutory acknowledgement by [settling group] to be provided for

- 5.20 The relevant governance entity, and any member of the [settling group], may, as evidence of the association of the [settling group] with a statutory area, cite the statutory acknowledgement in submissions to, and in proceedings before, a relevant consent authority, the Environmental Protection Authority or a board of inquiry under part 6AA of the Resource Management Act 1991, the Environment Court, or the New Zealand Historic Places Trust concerning activities within, adjacent to, or directly affecting the statutory area.

Limitations in relation to statutory acknowledgement to be provided for

- 5.21 The content of a statement of association or statement of coastal values is not to be, by virtue of the statutory acknowledgement, binding as fact on:
- 5.21.1 relevant consent authorities;
 - 5.21.2 the Environment Protection Authority or a board of inquiry under Part 6AA of the Resource Management Act 1991;
 - 5.21.3 the Environment Court;
 - 5.21.4 the New Zealand Historic Places Trust;
 - 5.21.5 parties to proceedings before those bodies; and
 - 5.21.6 any other person who is entitled to participate in those proceedings.
- 5.22 Despite paragraph 5.21, the bodies and persons specified in that paragraph are to be permitted to take the statutory acknowledgement into account.

5: PROVISIONS FOR STATUTORY ACKNOWLEDGEMENT

5.23 The settlement legislation is to provide, to avoid doubt:

5.23.1 neither the Ngāi Te Rangi governance entity, the Ngā Pōtiki governance entity, nor members of the [settling group], are precluded from stating that the [settling group] has an association with a statutory area that is not described in the statutory acknowledgement; and

5.23.2 the content and existence of the statutory acknowledgement do not limit any statement made.

Application of statutory acknowledgement to river, stream, or harbour to be provided for

5.24 The settlement legislation is to provide that, in relation to a statutory acknowledgement:

5.24.1 **harbour** includes the bed of the harbour and everything above the bed; and

5.24.2 **river or stream**:

(a) means:

(i) a continuously or intermittently flowing body of fresh water, including a modified watercourse; and

(ii) the bed of the river or stream; but

(b) does not include:

(i) a part of the bed of the river or stream that is not owned by the Crown; or

(ii) land that the waters of the river or stream do not cover at its fullest flow without overlapping its banks; or

(iii) an artificial watercourse; or

(iv) a tributary flowing into the river or stream.

Limitations in relation to statutory acknowledgement to be provided for

5.25 The settlement legislation is to provide that, except as expressly required by the settlement legislation:

5.25.1 no person, in considering a matter or making a decision or recommendation under legislation or a bylaw, make give greater or lesser weight to the association of the [settling group] with a statutory area (as described in a statement of association or statement of coastal values) than the person would give if there were no statutory acknowledgement; and

5.25.2 The statutory acknowledgement is not to:

(a) affect, or be taken into account by, a person exercising a power or performing a function or duty under legislation or a bylaw; or

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- (b) affect the lawful rights and interests of a person who is not a party to this deed; or
- (c) have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, a statutory area.

Resource Management Act 1991 to be amended

- 5.26 The settlement legislation is to amend Schedule 11 of the Resource Management Act by inserting the name of the settlement legislation in alphabetical order.

6 PROVISIONS FOR NEW AND ALTERED GEOGRAPHIC NAMES

Name changes under this deed to be authorised

6.1 The settlement legislation is to provide that:

- 6.1.1 the new name specified (at the settlement date) in the first column of clause 5.16.1 of this deed is assigned to the location described in the second column of that clause; and
- 6.1.2 each existing geographic name specified (at the settlement date) in the first column of clause 5.16.2 of this deed is to be altered to the new geographic name specified in the second column of that clause; and
- 6.1.3 each assignment of, and alteration to, a new geographic name is to be treated as having been made:
 - (a) on the recommendation of the New Zealand Geographic Board; and
 - (b) in accordance with the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008.

Publication of notice of name changes to be required

6.2 The New Zealand Geographic Board is to be required, as soon as practicable:

- 6.2.1 after the settlement date, to publish a notice in the *Gazette*:
 - (a) specifying:
 - (i) each new geographic name; and
 - (ii) its location; and
 - (iii) that a new geographic name is being assigned; or
 - (iv) that an existing geographic name is being altered and that existing geographic name; and
 - (b) stating that the New Zealand Geographic Board may alter the new geographic names in accordance with paragraph 6.4.1; and
- 6.2.2 after publishing the notice in the *Gazette*, to ensure a copy of the notice is published in accordance with the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008.

Effect of publication to be specified

6.3 The settlement legislation is to provide that a copy of the *Gazette* notice is conclusive evidence that the geographic names were altered on the date of that notice.

6: PROVISIONS FOR NEW AND ALTERED GEOGRAPHIC NAMES

Alteration of changed geographic names

6.4 The settlement legislation is to provide that:

6.4.1 despite the provisions of the New Zealand Geographic Board (Ngā Pou Taunaha o Aoteroa) Act 2008, the New Zealand Geographic Board may, with the consent of the Ngāi Te Rangi governance entity, alter any new geographic name [or its location]; and

6.4.2 paragraphs 6.2 and 6.3 apply, with any necessary modification, to an alteration made under this paragraph.

When new geographic names take effect

6.5 The settlement legislation is to provide that geographic names assigned or altered under paragraphs 6.1.1 or 6.4.1 take effect on the date of the *Gazette* notice published under paragraph 6.2.

7 PROVISIONS VESTING CULTURAL REDRESS PROPERTIES

Interpretation

7.1 The settlement legislation is to provide that:

7.1.1 **cultural redress property** means each of the following sites, and each site means the land described by that name in part 14:

- (a) Motuotau Island Scenic Reserve;
- (b) Tetley Road Marginal strip;
- (c) Otara - 10 hectares of the Ottawa scenic reserve;
- (d) Ottawa Scenic Reserve (Part Ottawa (No.2 Block));
- (e) Karewa Wildlife Sanctuary;
- (f) Waitao Stream Marginal strip;

7.1.2 **reserve site** means:

- (a) Pūwhenua; and
- (b) Otānewainuku.

7.2 The settlement legislation is, on the terms in this part, and parts 8 and 9, to vest the fee simple estate in each of the sites in paragraphs 7.3 to 7.10 in the relevant governance entity.

Motuotau Island Scenic Reserve

7.3 The settlement legislation is to provide that:

7.3.1 [Motuotau Island Scenic Reserve ceases to be [insert];

7.3.2 the fee simple estate in Motuotau Island Scenic Reserve vests in the Ngāi Te Rangi governance entity;

7.3.3 Motuotau Island Scenic Reserve is declared a reserve and classified as a scenic reserve subject to section 19 of the Reserve Act 1977; and

7.3.4 the reserve created by paragraph 7.3.3 is named Motuotau Island Scenic Reserve].

Tetley Road Marginal strip

7.4 The settlement legislation is to provide that:

7.4.1 [Tetley Road Marginal strip ceases to be a conservation area under the Conservation Act 1987;

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- 7.4.2 the fee simple estate in the Tetley Road Marginal strip vests in the Ngāi Te Rangi governance entity;
- 7.4.3 Tetley Road Marginal Strip is declared a reserve and classified a scenic reserve subject to section 19 of the Reserves Act 1977; and
- 7.4.4 the reserve created by 7.4.3 is named [Tetley Road Scenic Reserve].

Otawa Scenic Reserve (Part Ottawa (No.2 Block))

7.5 The settlement legislation is to provide that:

- 7.5.1 [Ottawa Scenic Reserve (Part Ottawa No.2 Block)) ceases to be a conservation area under the Conservation Act 1987;
- 7.5.2 the fee simple estate in the Ottawa Scenic Reserve (Part Ottawa No.2 Block)) vests in the Ngāi Te Rangi governance entity;
- 7.5.3 Ottawa Scenic Reserve (Part Ottawa No.2 Block)) is declared a reserve and classified a scenic reserve subject to section 19 of the Reserves Act 1977; and
- 7.5.4 the reserve created by 7.5.3 is named [Ottawa Scenic Reserve (Part Ottawa No.2 Block))].

Karewa Island Wildlife Sanctuary

7.6 The settlement legislation is to provide that:

- 7.6.1 [the reservation of Karewa Island Wildlife Sanctuary [as a local purpose (wildlife) reserve subject to the Reserves Act 1977 is revoked];
- 7.6.2 the fee simple estate in Karewa Island Wildlife Sanctuary vests in the Ngāi Te Rangi governance entity;
- 7.6.3 Karewa Island Wildlife Sanctuary is declared a reserve and classified as a local purpose (wildlife) reserve subject to section 23 of the Reserves Act 1977;
- 7.6.4 the reserve created by paragraph 7.6.3 is named [Karewa Island Wildlife Sanctuary Local Purpose (Wildlife Use) Reserve];
- 7.6.5 [paragraphs [7.6.1 to 7.6.4] are subject to an ongoing management right to the Department of Conservation; and
- 7.6.6 the management right referred to in paragraph [7.6.5]:
- (a) is enforceable in accordance with its terms, despite the provisions of the Reserves Act 1977; and
 - (b) is to be treated as having been granted in accordance with that Act.]

7: PROVISIONS VESTING CULTURAL REDRESS PROPERTIES

Otara - 10 hectares of the Ottawa Scenic Reserve

7.7 The settlement legislation is to provide that:

- 7.7.1 [Otara - 10 hectares of the Ottawa Scenic Reserve ceases to be a conservation area under the Conservation Act 1987;
- 7.7.2 the fee simple estate in the Otara - 10 hectares of the Ottawa Scenic Reserve vests in the Ngā Pōtiki governance entity;
- 7.7.3 Otara - 10 hectares of the Ottawa Scenic Reserve is declared a reserve and classified a scenic reserve subject to section 19 of the Reserves Act 1977; and
- 7.7.4 the reserve created by 7.7.3 is named [insert name for Ottawa Scenic Reserve]].

Waitao Stream Marginal strip to

7.8 The settlement legislation is to provide that:

- 7.8.1 [Waitao Stream Marginal strip ceases to be a conservation area under the Conservation Act 1987;
- 7.8.2 the fee simple estate in the Waitao Stream Marginal strip vests in the Ngāi Te Rangi governance entity;
- 7.8.3 Waitao Stream Marginal strip is declared a reserve and classified a scenic reserve subject to section 19 of the Reserves Act 1977; and
- 7.8.4 the reserve created by 7.8.3 is named [Waitao Stream Scenic Reserve]].

Otānewainuku

7.9 The settlement legislation is to provide that:

- 7.9.1 Otānewainuku ceases to be a conservation area under the Conservation Act 1987;
- 7.9.2 an undivided 1/6 share of the fee simple estate in Otānewainuku vests in the following as tenants in common:
 - (a) the Ngāi Te Rangi governance entity; and
 - (b) the trustees of Te Tāwharau o Ngāti Pūkenga Trust; and
 - (c) the trustees of Te Kapu o Waitaha; and
 - (d) the trustees of Ngāti Ranginui Settlement Trust; and
 - (e) the trustees of Te Tahuhu o Tawakeheimoa Trust; and
 - (f) the trustees of Tapuika Iwi Authority Trust;

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- 7.9.3 Otānewainuku is declared a reserve and classified as a scenic reserve subject to section 19 of the Reserves Act 1977;
- 7.9.4 the reserve created under paragraph 7.9.3 is named Otānewainuku Scenic Reserve;
- 7.9.5 the joint management body to be established by paragraph [9.10] is the administering body of the reserve, and the Reserves Act 1977 applies to the reserve as if the reserve were vested in the body (as if the body were trustees) under section 26 of that Act;
- 7.9.6 paragraphs 7.9.1 to 7.9.5 are subject to each entity referred to in paragraph 7.9.2 providing the Crown with a registrable right of way easement in relation to Otānewainuku over the area marked A and B on [OTS-[]]] on the terms and conditions set out in part [6] of the documents schedule; and
- 7.9.7 an easement granted in accordance with paragraph 7.9.6:
- (a) is enforceable in accordance with its terms, despite the provisions of the Reserves Act 1977; and
 - (b) is to be treated as having been granted in accordance with that Act.

Pūwhenua

- 7.10 The settlement legislation is to provide that:
- 7.10.1 Pūwhenua ceases to be a conservation area under the Conservation Act 1987;
- 7.10.2 an undivided 1/6 share of the fee simple estate in Pūwhenua vests in the following as tenants in common:
- (a) the Ngāi Te Rangi governance entity; and
 - (b) the trustees of Te Tāwharau o Ngāti Pūkenga Trust; and
 - (c) the trustees of Te Kapu o Waitaha; and
 - (d) the trustees of Ngā Hapū o Ngāti Ranginui Settlement Trust; and
 - (e) the trustees of Te Tahuhu o Tawakeheimoa Trust; and
 - (f) the trustees of Tapuika Iwi Authority Trust;
- 7.10.3 Pūwhenua is declared a reserve and classified as a scenic reserve subject to section 19 of the Reserves Act 1977;
- 7.10.4 the reserve created under paragraph 7.10.3 is named Pūwhenua Scenic Reserve; and
- 7.10.5 the joint management body to be established by paragraph [9.10] is the administering body of the reserve, and the Reserves Act 1977 applies to the reserve as if the reserve were vested in the body (as if the body were trustees) under section 26 of that Act.

7: PROVISIONS VESTING CULTURAL REDRESS PROPERTIES

Vesting mechanism of Otānewainuku and Pūwhenua

7.11 The settlement legislation is to provide that:

7.11.1 the undivided shares in the fee simple estate in Otānewainuku and Pūwhenua vest on a date specified by Order in Council made by the Governor-General on the recommendation of the Minister of Conservation; and

7.11.2 the Minister must not make a recommendation:

- (a) unless and until legislation is enacted to settle the historical claims of all the iwi referred to in paragraphs 7.9.2 and 7.10.2; and
- (b) that legislation, in each case, provides for the vesting, on a date specified by Order in Council, of the fee simple estate in Otānewainuku and Pūwhenua as undivided equal shares in the entities referred to in paragraphs 7.9.2 and 7.10.2, as tenants in common.

8 PROVISIONS SPECIFYING TERMS OF VESTING

General

- 8.1 The settlement legislation is to provide for the vesting of the cultural redress properties on the terms provided by this part.

Vesting to be subject to listed encumbrances

- 8.2 Each cultural redress property is to vest subject to, or together with, any encumbrances for the property listed in part 14.

Ownership of relevant governance entity to be registered on computer freehold register

- 8.3 Paragraphs 8.4 to 8.7 are to apply to the fee simple estate in a cultural redress property vested under the settlement legislation.

- 8.4 The Registrar-General of Land, on written application by an authorised person, is to be required to comply with paragraphs 8.5 and 8.6.

- 8.5 To the extent that a cultural redress property is all of the land contained in a computer freehold register [that is not limited as to parcels], the Registrar-General is to:

8.5.1 register the relevant governance entity as the proprietor of the fee simple estate in the land; and

8.5.2 make any entries in the register, and do all other things, that are necessary to give effect to the settlement legislation and this deed.

- 8.6 To the extent that a cultural redress property is not all of the land contained in a computer freehold register, or there is no computer freehold register for all or part of the property, [or the computer freehold register is limited as to parcels,] the Registrar-General is to:

8.6.1 create one or more computer freehold registers for the fee simple estate in the property [that are not limited as to parcels] in the name of the relevant governance entity;

8.6.2 enter on the register any encumbrances that are:

(a) registered, notified, or notifiable; and

(b) described in the application from the authorised person.

Timing of creation of computer freehold register to be specified

- 8.7 [For Otānewainuku and Pūwhenua, the Registrar-General of Land is to:

8.7.1 create a computer freehold register for an undivided 1/6th share of the fee simple estate in the property in the name of Ngāi Te Rangi governance entity; and

8: PROVISIONS SPECIFYING TERMS OF VESTING

8.7.2 record on the computer freehold register any interests that are registered, notified, or notifiable and that are described in the application.

8.8 The settlement legislation is to provide:

8.8.1 paragraphs 8.6 and 8.7 are to apply subject to the completion of any survey necessary to create the computer freehold register; and

8.8.2 the computer freehold register must be created as soon as reasonably practicable after the settlement date or, in the case of Otānewainuku and Pūwhenua, the date specified in the Order in Council under paragraph 7.11; and

8.8.3 the computer freehold register referred to in paragraph 8.8.2 must be created no later than:

- (a) 24 months after whichever of those dates in paragraph 8.8.2 is relevant; or
- (b) any later date that may be agreed in writing by the Ngāi Te Rangi governance entity and the Crown.

Application of Part 4A of the Conservation Act 1987 (including creation of marginal strips) to be dealt with

8.9 The settlement legislation is to provide that:

8.9.1 the vesting of a cultural redress property in the relevant governance entity is to be a disposition for the purposes of Part 4A of the Conservation Act 1987; but

8.9.2 sections 24(2A), 24A, and 24AA of that Act do not apply to the disposition; and

8.9.3 despite paragraphs 8.9.1 and 8.9.2:

- (a) the rest of section 24 of the Conservation Act 1987 does not apply to the vesting of a reserve site under the settlement legislation; and
- (b) a marginal strip reserved by section 24 of the Conservation Act 1987 from the vesting of [] site is [reduced][increased] to a width of [] metres; and
- (c) Part 4A of the Conservation Act 1987 does not apply to the vesting of [insert]; and

8.9.4 if the reservation under the settlement legislation of a reserve site is revoked in relation to all or part of the site, then its vesting is to be no longer exempt from the rest of section 24 of the Conservation Act 1987 in relation to all or part of that site.

8: PROVISIONS SPECIFYING TERMS OF VESTING

Application of Part 4A of Conservation Act and settlement legislation to be notified on computer freehold register

8.10 The Registrar-General of Land is to be required to notify on the computer freehold register for:

8.10.1 a reserve site, other than Otānewainuku and Pūwhenua that:

- (a) the land is subject to Part 4A of the Conservation Act 1987; but
- (b) section 24 of that Act does not apply; and
- (c) the land is subject to paragraphs [8.9.4] and [9.4]; and

8.10.2 the Registrar-General of Land is to be required to notify on the computer freehold register for Otānewainuku and Pūwhenua that:

- (a) the land is subject to Part 4A of the Conservation Act 1987; but
- (b) section 24 of that Act does not apply; and
- (c) the land is subject to paragraphs [8.9.4], [8.16] and [9.4].

8.11 The settlement legislation is to provide that a notification made under paragraph 8.10 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.

Removal of notifications from computer freehold register to be provided for

8.12 The settlement legislation is to provide that:

8.12.1 if the reservation of a reserve site is revoked, in relation to:

- (a) all of the site, the Director-General of Conservation is to apply in writing to the Registrar-General of Land to remove from the computer freehold register for the site the notifications that:
 - (i) section 24 of the Conservation Act 1987 does not apply to the site; and
 - (ii) the site is subject to paragraphs 8.9.4 and 9.3; or
- (b) part of the site, the Registrar-General of Land is to ensure that the notifications referred to in paragraph (a) remain on the computer freehold register only for the part of the site that remains a reserve; and

8.12.2 the Registrar-General of Land is to comply with an application received in accordance with paragraphs (a) or (b).

Interests in land for Otānewainuku and Pūwhenua

8.13 The settlement legislation is to provide that paragraphs 8.14 to 8.18 apply to Otānewainuku and Pūwhenua while either of those sites has an administering body that is treated as if the site were vested in it.

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- 8.14 Paragraphs 8.15 to 8.22 apply to all, or any part of Otānewainuku or Pūwhenua that remains a reserve at any time under the Reserves Act 1977 (the **reserve land**).
- 8.15 Otānewainuku or Pūwhenua are affected by an interest listed for the property in part 14 of the legislative matters schedule that is an interest in land, the interest applies as if the administering body (established under paragraph 9.10) were the grantor, or the grantee, of the interest in respect of the reserve land.
- 8.16 Any interest in land that affects the reserve land must be dealt with for the purposes of registration as if the administering body for Otānewainuku or Pūwhenua were the registered proprietor of the reserve land.
- 8.17 However, paragraphs 8.15 and 8.16 do not affect the registration of the easement referred to in paragraph 7.9.6 in respect of Otānewainuku only.
- 8.18 Paragraphs 8.15 and 8.16 are to continue to apply notwithstanding any subsequent transfer of the reserve land as provided for under paragraph 9.3.7.

Interests that are not interests in land

- 8.19 The settlement legislation is to provide that paragraphs 8.21 to 8.22 apply if a cultural redress property is subject to an interest listed for the property in part 14 of the legislative matters schedule that is not an interest in land and for which there is a grantor, whether or not the interest also applies to land outside the property.
- 8.20 The interest in paragraph 8.19 applies as if the owners of the cultural redress property were the grantor of the interest in respect of the property, except to the extent that paragraph 8.21 applies.
- 8.21 If all or part of the cultural redress property is reserve land to which paragraphs 8.13 to 8.18 apply, the interest applies as if the administering body of the reserve land were the grantor of the interest in respect of the reserve land.
- 8.22 The interest applies:
- 8.22.1 until the interest expires or is terminated, but any subsequent transfer of the cultural redress property must be ignored in determining whether the interest expires or is or may be terminated; and
 - 8.22.2 with any other necessary modifications; and
 - 8.22.3 despite any change in status of the land in the property.

Application of other legislation to be dealt with

- 8.23 The settlement legislation is to provide:
- 8.23.1 sections 24 and 25 of the Reserves Act 1977 are not to apply to the revocation under the settlement legislation of the reserve status of a cultural redress property; and

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8: PROVISIONS SPECIFYING TERMS OF VESTING

- 8.23.2 section 11 and Part 10 of the Resource Management Act 1991 is not to apply to:
- (a) the vesting of the fee simple estate in a cultural redress property under the settlement legislation; or
 - (b) any matter incidental to, or required for the purpose of, the vesting; and
- 8.23.3 the vesting of the fee simple estate in a cultural redress property under the settlement legislation is not to:
- (a) limit section 10 or 11 of the Crown Minerals Act 1991; or
 - (b) affect other rights to subsurface minerals; and
- 8.23.4 the permission of a council under section 348 of the Local Government Act 1974 is not to be required for laying out, forming, granting, or reserving a private road, private way, or right of way required to fulfil the terms of this deed in relation to a cultural redress property.

9 PROVISIONS RELATING TO RESERVE SITES

General

- 9.1 The settlement legislation is to include provisions in relation to the vesting of reserve sites on the terms provided in this part

Application of Reserves Act 1977 to be dealt with

- 9.2 The settlement legislation is to provide that:
- 9.2.1 except with respect to Otānewainuku and Pūwhenua, the relevant governance entity is to be the administering body of a reserve site for the purposes of the Reserves Act 1977; and
 - 9.2.2 the joint administering body created under paragraph [9.10] is to be the management body of Otānewainuku and Pūwhenua for the purposes of the Reserves Act 1977; and
 - 9.2.3 despite sections 48A(6), 114(5), and 115(6) of the Reserves Act 1977, sections 48A, 114, and 115 of that Act apply to a reserve site; and
 - 9.2.4 sections 78(1)(a), 79 to 81, and 88 of the Reserves Act 1977 do not apply to a reserve site; and
 - 9.2.5 if the reservation under the settlement legislation of a reserve site is revoked under section 24 of the Reserves Act 1977 in relation to all or part of the site:
 - (a) section 25(2) of that Act applies to the revocation; but
 - (b) the other provisions of section 25 do not apply.
 - 9.2.6 [paragraphs 9.2.3 and 9.2.4 do not apply to [] reserve sites].
- 9.3 The settlement legislation is to provide that:

Subsequent transfer of reserve sites to be provided for

- 9.3.1 this paragraph is to apply to all, or any part, of a reserve site (other than Otānewainuku and Pūwhenua) that remains a reserve at any time after the vesting in the relevant governance entity under the settlement legislation (the **reserve land**); and
- 9.3.2 the fee simple estate in the reserve land may be transferred to another person only in accordance with this paragraph; and
- 9.3.3 paragraph 9.3.2 is to apply despite any other enactment or rule of law; and

9: PROVISIONS RELATING TO RESERVE SITES

9.3.4 the Minister of Conservation is to give written consent to the transfer of the fee simple estate in reserve land to another person (the **new owner**) if, upon written application, the registered proprietor of the reserve land satisfies the Minister that the new owner is able to:

- (a) comply with the Reserves Act 1977; and
- (b) perform the obligations of an administering body under that Act; and

Registration of transfer to be provided for

9.3.5 the Registrar-General of Land, upon receiving the following documents, is to register the new owner as the proprietor of the estate in fee simple in the reserve land:

- (a) the transfer instrument to transfer the fee simple estate in the reserve land to the new owner, including a notification that the new owner is to hold the reserve land for the same reserve purpose as it was held by the administering body immediately before the transfer;
- (b) the Minister of Conservation's written consent to the transfer;
- (c) the written consent of the administering body to the transfer; and
- (d) any other document required for the registration of the transfer instrument; and

New owners are to be the administering body

9.3.6 the new owner, from the time of its registration under paragraph 9.3.5:

- (a) is to be the administering body of the reserve land for the purposes of the Reserves Act 1977; and
- (b) holds the reserve land for the same reserve purpose as it was held by the administering body immediately before the transfer; and

Provisions not to apply if transfer is to new trustees of a trust

9.3.7 paragraphs 9.3.1 to 9.3.6 are not to apply to the transfer of the fee simple estate in reserve land if:

- (a) the transferors are or were the trustees of a trust; and
- (b) the transferees are the trustees of the same trust after:
 - (i) a new trustee has been appointed; or
 - (ii) a transferor has ceased to be a trustee; and
- (c) the transfer instrument is accompanied by a certificate given by the transferees, or their solicitor, verifying that paragraphs (a) and (b) apply.

9: PROVISIONS RELATING TO RESERVE SITES

Subsequent transfer of Otānewainuku and Pūwhenua

- 9.4 Paragraph 9.5 applies to Pūwhenua and Otānewainuku as long as the land, or any part of the land in the site, remains a reserve under the Reserves Act 1977 after vesting in any trustees under part 7.
- 9.5 The fee simple estate in the reserve land may be transferred only if:
- 9.5.1 the transferors of the reserve land are or were the trustees of a trust; and
- 9.5.2 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
- 9.5.3 the instrument to transfer the reserve land is accompanied by a certificate given by the transferees, or the transferees' solicitor, verifying that paragraphs 9.5.1 and 9.5.2 apply.
- 9.6 Paragraph 9.5 applies despite any other enactment or rule of law.

Reserve site is not to be mortgaged or charged

- 9.7 The registered proprietors from time to time of a reserve site that is vested under the settlement legislation are not to mortgage, or give a security interest in, all or any part of the site that remains a reserve.

Bylaws etc in relation to reserve sites to be saved

- 9.8 A bylaw, prohibition, or restriction on use or access in relation to a reserve site made or granted under the Reserves Act 1977, [or the Conservation Act 1987], by an administering body or the Minister of Conservation is to remain in force until it expires or is revoked under the applicable legislation.

[Certain legislation to be consequentially repealed]

- 9.9 The following legislation is to be consequentially repealed:

9.9.1 []:

9.9.2 [.]

Joint management body for Otānewainuku and Pūwhenua

- 9.10 The settlement legislation is to provide that:
- 9.10.1 a joint management body for Otānewainuku Scenic Reserve and Pūwhenua Scenic Reserve is established;
- 9.10.2 the following are appointers for the purposes of this section:
- (a) the Ngāi Te Rangi governance entity;
- (b) the trustees of Te Kapu o Waitaha;
- (c) the trustees of Tapuika iwi Authority Trust;

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- (d) the trustees of Te Tahuhu o Tawakeheimoa Trust;
 - (e) the trustees of Ngā Hapu o Ngāti Ranginui Settlement Trust;
 - (f) the trustees of Te Tāwharau o Ngāti Pūkenga Trust; and
- 9.10.3 each appointer under paragraph 9.10.2 may appoint 1 member to the joint management body; and
- 9.10.4 a member is appointed only if the appointer gives written notice with the following details to the other appointers:
- (a) the full name, address, and other contact details of the member; and
 - (b) the date on which the appointment takes effect, which must be no earlier than the date of the notice; and
- 9.10.5 an appointment ends after 5 years or when the appointer replaces the member by making another appointment; and
- 9.10.6 a member may be appointed, reappointed, or discharged at the discretion of the appointer; and
- 9.10.7 sections 32 to 34 of the Reserves Act 1977 apply to the joint administering body as if it were a board;
- 9.10.8 however, the first meeting of the body must be held no later than 2 months after the date specified in the Order in Council made under paragraph 7.11.

10 PROVISIONS RELATING TO NORTHERN PROPERTIES AND COMMERCIAL PROPERTIES

Crown to be authorised to transfer Northern properties and commercial properties

- 10.1 The Crown (acting by and through the chief executive of the landholding agency) is to be authorised to do one or both of the following:
- 10.1.1 transfer to the Ngāi Te Rangi governance entity the undivided equal share in the fee simple estate in a Northern property;
 - 10.1.2 transfer to the relevant governance entity the fee simple estate in a commercial property; and
 - 10.1.3 sign a transfer instrument or other document, or do anything else to effect the transfer.
- 10.2 The authority under paragraph 10.1 is to be given to give effect to this deed.

Minister of Conservation to be authorised to grant easements

- 10.3 The Minister of Conservation is to be authorised to grant a right of way easement over a conservation area, as required to fulfil the terms of this deed.
- 10.4 An easement granted under paragraph 10.3 is to be:
- 10.4.1 enforceable in accordance with its terms, despite Part 3B of the Conservation Act 1987; and
 - 10.4.2 treated as having been granted in accordance with Part 3B of that Act; and
 - 10.4.3 registrable under section 17ZA(2) of that Act, as if it were a deed to which that provision applied.

Registrar-General of Land to be required to create a computer freehold register

- 10.5 Paragraphs 10.5 to 10.9 are to apply to a Northern property or a commercial property to the extent that:
- 10.5.1 it is not all of the land contained in a computer freehold register; or
 - 10.5.2 there is no computer freehold register for all or part of the property.
- 10.6 The Registrar-General of Land is to be required, in accordance with a written application by an authorised person, and after completion of any necessary survey, create a computer freehold register in the name of the Crown:
- 10.6.1 subject to, and together with, any encumbrances that:
 - (a) are registered, notified, or notifiable; and
 - (b) are described in the written application; and

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10.6.2 without any statement of purpose.

Covenant for later creation of freehold register to be permitted

10.7 An authorised person is to be permitted to grant a covenant to arrange for the later creation of a computer freehold register for land that is to be transferred to the relevant governance entity under:

10.7.1 part 6 of this deed; or

10.7.2 part 4 of the property redress schedule.

10.8 The settlement legislation is to provide that, despite the Land Transfer Act 1952:

10.8.1 the authorised person may request the Registrar-General of Land to register a covenant granted in accordance with paragraph 10.7 under the Land Transfer Act 1952 by creating a computer interest register; and

10.8.2 the Registrar-General must register the covenant.

Meaning of authorised person to be specified

10.9 **Authorised person**, for the purposes of paragraphs 10.1 to 10.8, means a person authorised by the chief executive of the land holding agency.

Application of other legislation

10.10 The settlement legislation is to provide:

10.10.1 sections 11 and part 10 of the Resource Management Act 1991 do not apply to:

- (a) the transfer to the Ngāi Te Rangi governance entity of a Northern property; or
- (b) the transfer to the relevant governance entity of a commercial property; or
- (c) any matter incidental to, or required for the purpose of, the transfer; and

10.10.2 the transfer of a Northern property to the Ngāi Te Rangi governance entity or a commercial property, to the relevant governance entity:

- (a) does not:
 - (i) limit section 10 or 11 of the Crown Minerals Act 1991; or
 - (ii) affect other rights to subsurface minerals; or
- (b) 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; and

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10.10.3 in exercising the powers conferred by paragraphs 10.1 and 10.2, the Crown is not required to comply with any other enactment that would otherwise regulate or apply to the transfer of a Northern property or a commercial property; and

10.10.4 the permission of a council under section 348 of the Local Government Act 1974 is not required for laying out, forming, granting, or reserving a private road, private way, or right of way required to fulfil the provisions of this deed in relation to the transfer of a Northern property or a commercial property.

10.11 Paragraph 10.10.3 does not limit paragraph 10.10.2.

11 RFR PROVISIONS

Definitions to be provided

- 11.1 The settlement legislation is to provide that in the provisions relating to the RFR:
- 11.1.1 **dispose of**, in relation to RFR land:
- (a) means to:
 - (i) transfer or vest the fee simple estate in the land; or
 - (ii) grant a lease of the land for a term that is, or will be (if any rights of renewal or extension are exercised under the lease), for 50 years or longer; but
 - (b) to avoid doubt, does not include to:
 - (i) mortgage, or give a security interest in, the land; or
 - (ii) grant an easement over the land; or
 - (iii) consent to an assignment of a lease, or to a sub-lease, of the land; or
 - (iv) remove an improvement, fixture, or fitting from the land; and
- 11.1.2 **expiry date**, in relation to an offer, means its expiry date under paragraphs 11.5.1 and 11.6; and
- 11.1.3 **nominee** has the meaning given to it by paragraph 11.9.1; and
- 11.1.4 **notice** means a notice under this part; and
- 11.1.5 **offer** means an offer, made in accordance with paragraph 11.5, by an RFR landowner to dispose of RFR land to the relevant governance entity; and
- 11.1.6 **public work** has the meaning given to it in section 2 of the Public Works Act 1981; and
- 11.1.7 **relevant governance entity** in relation to RFR land, the governance entity specified in the 'relevant governance entity' column in part 3 of the attachments; and
- 11.1.8 **RFR land** has the meaning given to it by paragraphs 11.2 and 11.3; and
- 11.1.9 **RFR landowner**, in relation to RFR land:
- (a) means the Crown, if the land is vested in the Crown or the Crown holds the fee simple estate in the land; and
 - (b) means a Crown body if it holds the fee simple estate in the land; and

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- (c) includes a local authority to whom RFR land has been disposed of under paragraph 11.10.2; and

11.1.10 RFR period means the period of 174 years from the settlement date.

RFR land to be defined

11.2 RFR land is to mean:

11.2.1 land described as RFR land in the attachments to this deed if, on the settlement date, the land is vested in the Crown, or the Crown [or a Crown body,] holds the fee simple estate in the land; and

11.2.2 land obtained in exchange for a disposal of RFR land under paragraph 11.11.5(c) or 11.11.6.

11.3 However, land ceases to be RFR land when any of the following things happen:

11.3.1 the RFR landowner transfers the fee simple estate in the land to:

- (a) the relevant governance entity (or a nominee); or
- (b) any other person (including the Crown or a Crown body) in accordance with paragraph 11.4.3; or

11.3.2 the RFR landowner transfers or vests the fee simple estate in the land to or in a person other than the Crown or a Crown body under:

- (a) paragraphs 11.11 or 11.12.1; or
- (b) an enactment, rule of law, encumbrance, legal or equitable obligation, mortgage or security interest referred to in paragraph 11.11; or

11.3.3 the RFR period ends.

Restrictions on disposal of RFR land to be provided

11.4 The settlement legislation is to provide that an RFR landowner must not dispose of RFR land to a person other than the relevant governance entity unless the land is disposed of:

11.4.1 under paragraphs 11.9, 11.10, 11.11, or 11.12.1; or

11.4.2 under an enactment, rule of law, encumbrance, legal or equitable obligation, mortgage or security interest referred to in paragraph 11.13; or

11.4.3 within two years after the expiry date of an offer by the RFR landowner to dispose of the land to the relevant governance entity, if the offer was:

- (a) made in accordance with paragraph 11.5; and
- (b) on terms that were the same as, or more favourable to the relevant governance entity than, the terms of the disposal to the person; and
- (c) not withdrawn under paragraph 11.7; and

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- (d) not accepted under paragraph 11.8.

Requirements for offer to relevant governance entity to be specified

- 11.5 An offer by an RFR landowner to dispose of RFR land to the relevant governance entity must be by written notice to the relevant governance entity, incorporating:
- 11.5.1 the terms of the offer, including its expiry date; and
 - 11.5.2 a legal description of the land, including:
 - (a) the reference for any computer register that contains the land; and
 - (b) any encumbrances affecting it; and
 - 11.5.3 a street address for the land (if applicable); and
 - 11.5.4 a street address, postal address, and fax number for the relevant governance entity to give notices to the RFR landowner in relation to the offer.

Expiry date of offer to be required

- 11.6 The settlement legislation is to specify that the expiry date of an offer:
- 11.6.1 must be on or after the 20th business day after the day on which the relevant governance entity receives notice of the offer; but
 - 11.6.2 may not be on or after the 10th business day after the day on which the relevant governance entity receives notice of the offer if:
 - (a) the relevant governance entity has received an earlier offer to dispose of the land; and
 - (b) the expiry date of the earlier offer was no earlier than 6 months before the expiry date of the later offer; and
 - (c) the earlier offer was not withdrawn.

Withdrawal of offer to be permitted

- 11.7 An RFR landowner is to be permitted, by notice to the relevant governance entity, to withdraw an offer at any time before it is accepted.

Acceptance of offer and formation of contract to be provided for

- 11.8 The settlement legislation is to provide that:
- 11.8.1 the relevant governance entity may, by notice to the RFR landowner who made an offer, accept the offer if:
 - (a) it has not been withdrawn; and
 - (b) its expiry date has not passed; and

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- 11.8.2 the relevant governance entity must accept all the RFR land offered unless the offer permits them to accept less; and
- 11.8.3 if the relevant governance entity accepts an offer by an RFR landowner to dispose of RFR land:
- (a) a contract for the disposal of the land is formed between the landowner and the relevant governance entity on the terms in the offer; and
 - (b) the terms of the contract may be varied by written agreement between the RFR landowner and the relevant governance entity.

Transfer to relevant governance entity or a nominee to be provided for

11.9 The settlement legislation is to provide that if a contract for the disposal of RFR land is formed between an RFR landowner and the relevant governance entity under paragraph 11.8.3:

11.9.1 the RFR landowner will dispose of the RFR land to:

- (a) the relevant governance entity; or
- (b) a person nominated by the relevant governance entity (a nominee) under paragraph 11.9.2; and

11.9.2 the relevant governance entity may nominate a nominee by giving written notice:

- (a) to the RFR landowner at least 10 business days before the RFR land is to be transferred under the contract for disposal of the RFR land; and
- (b) providing the name of, and all other relevant details about, the nominee; and

11.9.3 a nominee must not be a person to whom it would not be lawful to transfer the fee simple estate in the RFR land; and

11.9.4 if the relevant governance entity nominates a nominee, the governance entity remains liable for all the governance entity's obligations under the contract for disposal of the RFR land.

Certain disposals by RFR landowner permitted but land remains RFR land

11.10 The settlement legislation is to permit an RFR landowner to dispose of RFR land:

To the Crown or Crown bodies

11.10.1 to the Crown or a Crown body, including, to avoid doubt, under section 143(5) or section 206 of the Education Act 1989; or

If a public work

11.10.2 that is a public work, or part of a public work, to a local authority (as defined in section 2 of the Public Works Act 1981) in accordance with section 50 of that Act; or

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For reserves purposes

11.10.3 in accordance with section 26 or 26A of the Reserves Act 1977.

Certain disposals by RFR land owner permitted and land may cease to be RFR land

11.11 The settlement legislation is to permit an RFR landowner to dispose of RFR land:

Under legislative and rule of law obligations

11.11.1 in accordance with an obligation under any legislation or rule of law; or

Under legal or equitable obligations

11.11.2 in accordance with a legal or equitable obligation that:

- (a) was unconditional before the settlement date; or
- (b) was conditional before the settlement date but become unconditional on or after the settlement date; or
- (c) arose after the exercise (whether before, on, or after the settlement date) of an option existing before the settlement date; or

11.11.3 in accordance with the requirements, existing before the settlement date, of a gift, endowment, or trust relating to the land; or

Under certain legislation

11.11.4 if the RFR landowner is the Crown, in accordance with:

- (a) section 54(1)(d) of the Land Act 1948; or
- (b) section 355(3), 355AA, or 355AB of the Resource Management Act 1991; or

Public works land

11.11.5 in accordance with:

- (a) section 40(2), 40(4) or 41 of the Public Works Act 1981 (including as applied by other legislation); or
- (b) section 52, 105(1), 106, 114(3), 117(7), or 119 of the Public Works Act 1981; or
- (c) section 117(3)(a) of the Public Works Act 1981; or
- (d) section 117(3)(b) of the Public Works Act 1981 if the land is disposed of to the owner of adjoining land; or
- (e) section 23(1) or (4), 24(4), or 26 of the New Zealand Railways Corporation Restructuring Act 1990; or

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For reserves or conservation purposes

11.11.6 in accordance with:

- (a) section 15 of the Reserves Act 1977; or
- (b) section 16A or 24E of the Conservation Act 1987; or

For charitable purposes

11.11.7 as a gift for charitable purposes; or

To tenants

11.11.8 that was held on settlement date for education purposes, if the RFR landowner is the Crown, to a person who, immediately before the disposal, is a tenant of:

- (a) all or part of the land; or
- (b) a building, or part of a building, on the site; or

11.11.9 under section 67 of the Land Act 1948, if the disposal is to a lessee under a lease of the land granted:

- (a) before the settlement date; or
- (b) on or after the settlement date as a renewal of a lease granted before the settlement date; or

11.11.10 under section 93(4) of the Land Act 1948.

Certain matters to be clarified

11.12 The settlement legislation is to provide, to avoid doubt, that:

11.12.1 RFR land may be disposed of by an order of the Maori Land Court under section 134 Te Ture Whenua Maori Act 1993, after an application by an RFR landowner under section 41(e) of the Public Works Act 1981; and

11.12.2 if RFR land is disposed of to a local authority under paragraph 11.10.2, the local authority becomes:

- (a) the RFR landowner of the land; and
- (b) subject to the obligations of an RFR landowner under this part; and

11.12.3 to avoid doubt, if RFR land that is a reserve is vested in an administering body under paragraph 11.10.3, the administering body does not become:

- (a) the RFR landowner of the land; and
- (b) subject to the obligations of an RFR landowner under this part

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11.12.4 however, if RFR land vests back in the Crown under section 25 or 27 of the Reserves Act 1977, the Crown becomes:

- (a) the RFR landowner; and
- (b) subject to the obligations of the RFR landowner under this part in relation to the land.

11.13 [For the avoidance of doubt, the RFR landowner does not include an administering body in which RFR land is vested as at the settlement date.]

RFR landowner's obligations to be subject to specified matters

11.14 An RFR's landowners obligations under the settlement legislation in relation to RFR land are to be subject to:

11.14.1 any other enactment or rule of law but, in the case of a Crown body, the obligations apply despite its purpose, functions or objectives; and

11.14.2 any encumbrance, or legal or equitable obligation, that –

- (a) prevents or limits an RFR landowner's disposal of RFR land to the relevant governance entity; or
- (b) the RFR landowner cannot satisfy by taking reasonable steps; and

11.14.3 the terms of a mortgage over, or security interest in, RFR land.

11.15 Reasonable steps, for the purposes of paragraph 11.14.2(b), are not to include steps to promote the passing of legislation.

Notice to LINZ of RFR land to be required after settlement date

11.16 The settlement legislation is to provide that:

11.16.1 if a computer register is first created for RFR land after the settlement date, the RFR landowner must give the chief executive of LINZ notice that the register has been created; and

11.16.2 if land for which there is a computer register becomes RFR land after the settlement date, the RFR landowner must give the chief executive of LINZ notice that the land has become RFR land; and

11.16.3 the notice must:

- (a) include:
 - (i) the reference for the computer register; and
 - (ii) a legal description of the land; and
- (b) be given as soon as reasonably practicable after:
 - (i) a computer register is first created for the RFR land; or

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- (ii) the land becomes RFR land.

Notice to relevant governance entity of disposals of RFR land to be required

11.17 The settlement legislation is to require that:

11.17.1 an RFR landowner must give the relevant governance entity notice of the disposal of RFR land by the landowner to a person other than the relevant governance entity; and

11.17.2 the notice must:

- (a) be given on or before the day that is 20 business days before the disposal; and
- (b) include a legal description of the land, including any encumbrances affecting it; and
- (c) include a street address for the land (if applicable); and
- (d) identify the person to whom the land is being disposed of; and
- (e) explain how the disposal complies with paragraph 11.4; and
- (f) if the disposal is made under paragraph 11.4.3, include a copy of any written contract for the disposal.

Notice to LINZ of land ceasing to be RFR land to be required

11.18 The settlement legislation is to provide that:

11.18.1 the RFR landowner is to give the chief executive of LINZ notice if land is to cease being RFR land:

- (a) because the RFR landowner is to:
 - (i) transfer the fee simple estate in the land to:
 - (I) the relevant governance entity; or
 - (II) any other person (including the Crown or a Crown body) under paragraph 11.4.3; or
 - (ii) transfer or vest the fee simple estate in the land to or in a person (other than the Crown or a Crown body) under:
 - (I) paragraphs 11.11 or 11.12.1; or
 - (II) an enactment, rule of law, encumbrance, legal or equitable obligation, mortgage or security interest referred to in paragraph 11.11; and

11.18.2 the notice must:

- (a) give notice that the land is to cease being RFR land; and

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- (b) include a legal description of the land; and
- (c) specify the details of the transfer or vesting of the land that will result in it ceasing to be RFR land; and
- (d) be given as early as practicable before the transfer or vesting.

Notice provisions to be specified

11.19 The settlement legislation is to provide that a notice to or by an RFR landowner, or the relevant governance entity, under this part:

Notice requirements

11.19.1 must be in writing; and

11.19.2 signed by:

- (a) the person giving it; or
- (b) in the case of the relevant governance entity, at least two of the trustees for the time being of the relevant governance entity; and

11.19.3 addressed to the recipient at the street address, postal address, or fax number:

- (a) specified for the relevant governance entity in accordance with this deed, in the case of a notice to the relevant governance entity; or
- (b) specified by the RFR landowner in an offer made under paragraph 11.5, or in a later notice given to the relevant governance entity, in the case of a notice to the RFR landowner; or
- (c) at the national office of LINZ, in the case of a notice given to the chief executive of LINZ; and

11.19.4 given by:

- (a) delivering it by hand to the recipient's street address; or
- (b) posting it to the recipient's postal address; or
- (c) faxing it to the recipient's fax number; and

Time when notice received

11.19.5 is to be treated as having been received:

- (a) at the time of delivery, if delivered by hand; or
- (b) on the second day after posting, if posted; or
- (c) at the time of transmission, if faxed;

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11.19.6 however, is to be treated as having been received on the next business day if, under paragraph 11.19.5, it would be treated as having been received:

- (a) after 5 pm on a business day; or
- (b) on a day that is not a business day.

Provision for recording of memorials on RFR land to be made

11.20 The settlement legislation is to provide that:

Certificates identifying RFR land to be issued

11.20.1 the chief executive of LINZ must:

- (a) issue to the Registrar-General of Land certificates that identify:
 - (i) the RFR land for which there is a computer register on the settlement date; and
 - (ii) the RFR land for which a computer register is first created after the settlement date; and
 - (iii) land for which there is a computer register that becomes RFR land after the settlement date; and
- (b) provide a copy of each certificate to the relevant governance entity as soon as reasonably practicable after issuing it; and

11.20.2 a certificate issued under paragraph 11.20.1 must:

- (a) state that is issued under this section; and
- (b) be issued as soon as reasonably practicable after:
 - (i) the settlement date, in the case of RFR land for which there is a computer register on settlement date; or
 - (ii) receiving notice under paragraph 11.16 that a computer register has been created for the RFR land or that the land has become RFR land; and

Memorials to be recorded

11.20.3 the Registrar-General of Land must, as soon as reasonably practicable after receiving a certificate issued under paragraph 11.20.1, record on the computer register for the RFR land identified in the certificate that the land is:

- (a) RFR land as defined in paragraphs 11.2 and 11.3; and
- (b) subject to this part (which restricts disposal, including leasing, of the land).

11: RFR PROVISIONS

Provision for removal of memorials from RFR land to be made

11.21 The settlement legislation is to provide that:

Certificates to be issued identifying land ceasing to be RFR land after transfer or vesting

11.21.1 the chief executive of LINZ must:

- (a) before registration of the transfer or vesting of land described in a notice under paragraph 11.18, issue to the Registrar-General of Land a certificate that:
 - (i) specifies the legal description of the land and identifies the computer register that contains that land; and
 - (ii) specifies the details of the transfer or vesting of the land; and
 - (iii) states that it is issued under this paragraph; and
- (b) as soon as reasonably practicable after issuing a certificate, provide a copy of it to the relevant governance entity; and

Memorials to be removed

11.21.2 if the Registrar-General of Land receives a certificate issued under paragraph 11.21.1, he or she must remove a memorial recorded under paragraph 11.20.3 from any computer register for land identified in the certificate before registering the transfer or vesting of RFR land; or

Certificates to be issued identifying land ceasing to be RFR land on expiry of RFR period

11.21.3 the chief executive of LINZ must:

- (a) as soon as reasonably practicable after the RFR period ends, issue to the Registrar-General of Land a certificate that:
 - (i) identifies each computer register that has a memorial recorded on it under paragraph 11.20.3; and
 - (ii) states that it is issued under this paragraph; and
- (b) provide a copy of each certificate to the relevant governance entity as soon as reasonably practicable after issuing it; and

Memorials to be removed

11.21.4 the Registrar-General of Land must, as soon as reasonably practicable after receiving a certificate issued under paragraph 11.21.3, remove a memorial recorded under paragraph 11.20.3 from any computer register identified in the certificate.

11: RFR PROVISIONS

General provisions to be included

11.22 The settlement legislation is to provide that:

Waive and variation of rights to be permitted

11.22.1 the relevant governance entity may, by notice to an RFR landowner, waive any or all of the rights the relevant governance entity has in relation to the landowner under this part; and

11.22.2 the RFR landowner and the relevant governance entity may agree in writing to vary or waive any of the rights each has in relation to the other under this part; and

11.22.3 a waiver or agreement under paragraphs 11.22.1 or 11.22.2 is on the terms, and applies for the period, specified in it; and

Crown's ability to dispose of Crown bodies not affected

11.22.4 this part does not limit the ability of the Crown, or a Crown body, to sell or dispose of a Crown body.

Assignment of RFR right

[to insert - NB not in template]

12 MISCELLANEOUS PROVISIONS

Interpretation

- 12.1 The settlement legislation is to provide that it is Parliament's intention that it is interpreted in a manner that best furthers the agreements expressed in the deed of settlement.

Guide to the settlement legislation

- 12.2 The settlement legislation is to:
- 12.2.1 include a guide to its overall scheme and effect; but
- 12.2.2 provide the guide does not affect the interpretation or application of:
- (a) the other provisions of the settlement legislation; or
 - (b) this deed.

Application of perpetuities rule removed

- 12.3 The settlement legislation is to provide that the rule against perpetuities, and the Perpetuities Act 1964:
- 12.3.1 are not to prescribe or restrict the period during which:
- (a) the Ngāi Te Rangi Settlement trust may exist in law; and
 - (b) the Ngā Pōtiki a Tamapahore Trust may exist in law; and
 - (c) the trustees of the Ngāi Te Rangi governance entity, in their capacity as trustees, may hold or deal with property (including income derived from property); and
 - (d) the trustees of the Ngā Pōtiki governance entity, in their capacity as trustees, may hold or deal with property (including income from property); or
- 12.3.2 are not to apply to a settlement document if the application of that rule, or the provisions of that Act, would otherwise make the document, or a right conferred by the document, invalid or ineffective; and
- 12.3.3 may, however, to be applied in accordance with the general law to the Ngāi Te Rangi Settlement Trust or Ngā Pōtiki a Tamapahore Trust if they are, or become, a charitable trust.

12: MISCELLANEOUS PROVISIONS

Timing of actions or matters

- 12.4 Actions or matters occurring under the settlement legislation are to occur and take effect on and from the settlement date, except if the settlement legislation requires an action or matter to take effect on another date.

Access to this deed

- 12.5 The Chief Executive of the Ministry of Justice is to be required to make copies of this deed available:
- 12.5.1 for inspection free of charge, and for purchase at a reasonable price, at the head office of the Ministry of Justice in Wellington during working hours on any business day; and
 - 12.5.2 free of charge on an Internet site maintained by or on behalf of the Ministry of Justice.

13 STATUTORY AREAS

	General	Relevant governance entity
13.1	Aongatete (as shown on deed plan <i>[number]</i>);	Ngāi Te Rangi
	Rivers	Relevant governance entity
13.2	Waiorooro River (as shown on deed plan <i>[number]</i>);	Ngāi Te Rangi
13.3	Waiiau River (as shown on deed plan <i>[number]</i>);	Ngāi Te Rangi
13.4	Te Uretara River (as shown on deed plan <i>[number]</i>);	Ngāi Te Rangi
13.5	Wairakei River (as shown on deed plan <i>[number]</i>);	Ngā Pōtiki
13.9	Kopuaroa (as shown on deed plan <i>[number]</i>);	Ngā Pōtiki
13.6	Waitao River (as shown on deed plan <i>[number]</i>); and	Ngāi Te Rangi and Ngā Pōtiki
13.7	Kaiate/Te Rere a Kawau (as shown on deed plan <i>[number]</i>).	Ngāi Te Rangi and Ngā Pōtiki
	Coastal	Relevant governance entity
13.8	Waiorooro ki Te Maketu (as shown on deed plan <i>[number]</i>).	Ngāi Te Rangi and Ngā Pōtiki

14 CULTURAL REDRESS PROPERTIES

To vest in Ngāi Te Rangi governance entity as a scenic reserve

Name of site	Description	Encumbrances
Motuotau Island Scenic Reserve	2.5040ha As shown on []	[Scenic Reserve subject to section 19 of the Reserves Act 1977].
Tetley Road Marginal strip	2.5ha As shown on []	[Scenic Reserve subject to section 19 of the Reserves Act 1977].
Otawa Scenic Reserve (Part Ottawa (No.2 Block))	188ha As shown on []	[Scenic Reserve subject to section 19 of the Reserves Act 1977].
Waitao Stream Marginal strip	5.5ha As shown on []	[Scenic Reserve subject to section 19 of the Reserves Act 1977].

To vest in Ngāi Te Rangi governance entity as a local purpose (wildlife) reserve

Name of site	Description	Encumbrances
Karewa Island Wildlife Sanctuary	3.5713ha As shown on []	Local Purpose (Wildlife) Reserve subject to section 23 of the Reserves Act 1977. [Ongoing management right to Department of Conservation.]

To vest in Ngā Pōtiki governance entity as a scenic reserve

Name of site	Description	Encumbrances
Otara - 10 hectares of Ottawa Scenic Reserve	10.0ha As shown on []	[Scenic Reserve subject to section 19 of the Reserves Act 1977].

**NGĀI TE RANGI AND NGĀ POTIKI DEED OF SETTLEMENT:
LEGISLATIVE MATTERS**

14: CULTURAL REDRESS PROPERTIES

To vest jointly as scenic reserves

Name of site	Description	Encumbrances
Otānewainuku	<p>35.5 hectares, approximately, being Part Section 3 Block XVI Otanewainuku Survey District. Part <i>Gazette</i> 1947 page 481. Subject to survey,</p> <p>52.5 hectares, approximately, being Part Section 4 Block XVI Otanewainuku Survey District. Part <i>Gazette</i> 1920 page 2119. Subject to survey.</p> <p>27.0 hectares, approximately, being Part Te Puke Block. Part <i>Gazette</i> 1879 page 781. Subject to survey.</p> <p>5.0 hectares, approximately, being Part Waitaha 1. Part <i>Gazette</i> 1947 page 1884 page 238. Subject to survey.</p> <p>As shown on deed plan [OTS- []].</p>	<p>Scenic Reserve subject to section 19(1)(a) Reserves Act 1977.</p> <p>Subject to an unregistered guiding permit with concession number PAC 04-06-40 to Golden Fern Trust (dated 22/9/10).</p> <p>Subject to an unregistered guiding permit with concession number PAC 10-06-229 to Black Sheep Touring Company Ltd (dated 19/10/07).</p> <p>Subject to an easement in gross in favour of the Minister of Conservation referred to in paragraph 7.9.6.</p> <p>Subject to a Memorandum of Understanding with the Kokako Trust with number DOCDM 382280 (dated 21/5/09).</p>
Pūwhenua	<p>52.0 hectares, approximately, being Part Lot 4 DPS 85782. Part Computer Freehold Register SA68A/371. Subject to survey.</p> <p>15.5 hectares, approximately, being Part Section 5 Block XIV Otanewainuku Survey District. Part <i>Gazette</i> 1940 page 1059. Subject to survey.</p> <p>As shown on the deed plan [OTS- []].</p>	<p>Scenic Reserve subject to section 19(1)(a) Reserves Act 1977.</p> <p>Together with a Right of Way easement over Lot 1 DPS 85782 (as shown marked B on DPS 85782) in favour of Lot 4 DPS 85782 to be created.</p>

TE RŪNANGA O NGĀI TE RANGI IWI TRUST

and

THE CROWN

DEED RECORDING ON-ACCOUNT ARRANGEMENTS
in relation to
NGĀI TE RANGI HISTORICAL CLAIMS

DEED RECORDING ON-ACCOUNT ARRANGEMENTS

THIS DEED is made between

TE RŪNANGA O NGĀI TE RANGI IWI TRUST

and

THE CROWN

1 BACKGROUND

- 1.1 Ngāi Te Rangi gave Te Rūnanga o Ngāi Te Rangi Iwi Trust a mandate to negotiate a deed of settlement with the Crown in 2008. The Crown recognised the mandate in October 2008.
- 1.2 Ngāi Te Rangi and the Crown are now in negotiations to settle the Ngāi Te Rangi historical claims.
- 1.3 The parties acknowledge and agree:
 - 1.3.1 the Ngāi Te Rangi Settlement Trust is intended to be a post settlement governance entity for the Ngāi Te Rangi settlement;
 - 1.3.2 Ngāi Te Rangi Settlement Trust is not yet established;
 - 1.3.3 the Crown will provide the Ngāi Te Rangi Settlement Trust with a payment on-account of the settlement of the Ngāi Te Rangi historical claims according to the terms and conditions of this deed.

2 ON-ACCOUNT ARRANGEMENTS

ON-ACCOUNT PAYMENT

- 2.1 The Crown will pay to the Ngāi Te Rangi Settlement Trust \$5.9 million (plus GST if any), being the **on-account payment**, within 5 business days of receiving confirmation that the Ngāi Te Rangi Settlement Trust has been established and has operating bank account to receive the on-account payment,
- 2.2 Clause 2.1 is subject to the Ngāi Te Rangi Settlement Trust being approved by the Crown as an appropriate entity to manage and receive settlement redress on behalf of the Ngāi Te Rangi claimant community.
- 2.3 The Ngāi Te Rangi Settlement Trust acknowledges and agrees that:
- 2.3.1 the on-account payment forms part of the financial and commercial redress to be provided by the Crown in the settlement of Ngāi Te Rangi historical claims;
 - 2.3.2 the on-account payment will be deducted from the financial and commercial redress amount offered by the Crown in the Ngāi Te Rangi settlement;
 - 2.3.3 any interest payable by the Crown to the Ngāi Te Rangi Settlement Trust on the on-account payment will only be payable for the period:
 - (a) beginning on 28 March 2013; and
 - (b) ending on the day before the payment date.
- 2.4 This deed:
- 2.4.1 records on-account arrangements in relation to the Ngāi Te Rangi historical claims;
 - 2.4.2 subject to clause 2.3, does not settle or otherwise affect those claims; but
 - 2.4.3 may be used by the Crown in any proceedings whatsoever as evidence of redress previously provided by the Crown to the Ngāi Te Rangi Settlement Trust on-account of the settlement of Ngāi Te Rangi historical claims.

SETTLEMENT

- 2.5 Except as provided in this deed, the parties' rights and obligations remain unaffected.

3 MISCELLANEOUS

AMENDMENT

- 3.1 This deed may be amended only by a written amendment signed by the parties.

ENTIRE AGREEMENT

- 3.2 This deed:

3.2.1 constitutes the entire agreement in relation to the matters in it; and

3.2.2 supersedes all earlier negotiations, representations, warranties, understandings and agreements in relation to the matters in it.

NO WAIVER OR ASSIGNMENT

- 3.3 Except as provided in this deed:

3.3.1 a failure, delay, or indulgence in exercising a right or power under this deed, does not operate as a waiver of that right or power; and

3.3.2 a single, or partial, exercise of a right or power under this deed, does not preclude:

(a) a further exercise of that right or power; or

(b) the exercise of another right or power; and

3.3.3 a person may not transfer or assign a right or obligation under this deed.

4 TAX

INDEMNITY

- 4.1 The provision of the on-account payment, or an indemnity payment, to the Ngāi Te Rangi Settlement Trust is not intended to be:
- 4.1.1 a taxable supply for GST purposes; or
 - 4.1.2 assessable income for income tax purposes.
- 4.2 The Crown must, therefore, indemnify the Ngāi Te Rangi Settlement Trust for:
- 4.2.1 any GST payable by the Ngāi Te Rangi Settlement Trust in respect of the provision of the on-account payment or an indemnity payment; and
 - 4.2.2 any income tax payable by the Ngāi Te Rangi Settlement Trust as a result of the on-account payment, or an indemnity payment, being treated as assessable income of the Ngāi Te Rangi Settlement Trust; and
 - 4.2.3 any reasonable cost or liability incurred by the Ngāi Te Rangi Settlement Trust in taking, at the Crown's direction, action:
 - (a) relating to an indemnity demand; or
 - (b) under clause 4.13 or clause 4.14.1(b).

LIMITS

- 4.3 The tax indemnity does not apply to the following (which are subject to normal tax treatment):
- 4.3.1 the Ngāi Te Rangi Settlement Trust's:
- (a) use of the on-account payment or an indemnity payment;
 - (b) payment of costs, or any other amounts, in relation to the on-account payment; or
 - (c) receipt of any income from the on-account payment or an indemnity payment.

ACKNOWLEDGEMENTS

- 4.4 To avoid doubt, the parties acknowledge:
- 4.4.1 the on-account payment is provided:
- (a) on-account of the future settlement redress of Ngāi Te Rangi historical claims in relation to the Treaty of Waitangi; and

(b) with no other consideration being provided;

4.4.2 nothing in this part is intended to imply that the provision of the on-account payment, or an indemnity payment, is:

(a) a taxable supply for GST purposes; or

(b) assessable income for income tax purposes; and

4.4.3 the Ngāi Te Rangi Settlement 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

4.5 Neither the Ngāi Te Rangi Settlement Trust, a person associated with it, or the Crown will act in a manner that is inconsistent with this part 4.

4.6 In particular, the Ngāi Te Rangi Settlement Trust agrees that:

4.6.1 from the payment date, it will be a registered person for GST purposes, unless it is not carrying on a taxable activity; and

4.6.2 neither it, nor any person associated with it, will claim with respect to the provision of the on-account payment, or an indemnity payment:

(a) an input credit for GST purposes; or

(b) a deduction for income tax purposes.

INDEMNITY DEMANDS

4.7 The Ngāi Te Rangi Settlement Trust and the Crown must give notice to the other, as soon as reasonably possible after becoming aware that the Ngāi Te Rangi Settlement Trust may be entitled to an indemnity payment.

4.8 An indemnity demand:

4.8.1 may be made at any time after the payment date; but

4.8.2 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

4.8.3 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

- 4.9 If the Ngāi Te Rangi Settlement Trust is entitled to an indemnity payment, the Crown may make the payment to:
- 4.9.1 the Ngāi Te Rangi Settlement Trust; or
 - 4.9.2 the Commissioner of Inland Revenue, on behalf of, and for the account of, the Ngāi Te Rangi Settlement Trust.
- 4.10 The Ngāi Te Rangi Settlement Trust must pay an indemnity payment received by it to the Commissioner of Inland Revenue, by the later of:
- 4.10.1 the due date for payment of the tax; or
 - 4.10.2 the next business day after receiving the indemnity payment.

REPAYMENT

- 4.11 If it is determined that some or all of the tax to which an indemnity payment relates is not payable, the Ngāi Te Rangi Settlement Trust must promptly repay to the Crown any amount that:
- 4.11.1 the Commissioner of Inland Revenue refunds or credits to the Ngāi Te Rangi Settlement Trust; or
 - 4.11.2 the Ngāi Te Rangi Settlement Trust has received but has not paid, and is not required to pay, to the Commissioner of Inland Revenue.
- 4.12 The Ngāi Te Rangi Settlement Trust has no right of set-off or counterclaim in relation to an amount payable by it under clause 4.11.

RULINGS

- 4.13 The Ngāi Te Rangi Settlement 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 provision of the on-account payment.

CONTROL OF DISPUTES

- 4.14 If the Ngāi Te Rangi Settlement Trust is entitled to an indemnity payment, the Crown may:
- 4.14.1 by notice to the Ngāi Te Rangi Settlement Trust, require it to:
 - (a) exercise a right to defer the payment of tax; and/or

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(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

4.14.2 nominate and instruct counsel on behalf of the Ngāi Te Rangi Settlement Trust whenever it exercises its rights under clause 4.14.1; and

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

5 DEFINITIONS AND INTERPRETATION

DEFINED TERMS

5.1 In this deed, unless the context requires otherwise:

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

business day means the period of 9am to 5pm on any day other than:

- (a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, and Waitangi Day;
- (b) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; and
- (c) the day observed as the anniversaries of the province of Wellington or Auckland;

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

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

deed means this deed recording on-account arrangements between the Ngāi Te Rangi Settlement Trust and the Te Rūnanga o Ngāi Te Rangi Iwi Trust on behalf of Ngāi Te Rangi and the Crown, and that deed as amended from time to time;

financial and commercial redress means the financial and commercial redress payable by the Crown pursuant to a deed of settlement for the settlement of Ngāi Te Rangi historical claims;

GST means:

- (a) goods and services tax chargeable under the Goods and Services Tax Act 1985; and
- (b) includes, for the purposes of part 4, any interest or penalty payable in respect of, or on-account of, the late or non-payment of GST;

income tax means income tax imposed under the Income Tax Act 2007 and includes, for the purpose of part 4, any interest or penalty payable in respect of, or on-account of, the late or non-payment of income tax;

indemnity demand means a demand made by the [Ngāi Te Rangi Settlement Trust] under part 4 for an indemnity payment;

indemnity payment means a payment made by the Crown to the Ngāi Te Rangi Settlement Trust under part 4;

Ngāi Te Rangi deed of settlement means the Ngāi Te Rangi deed of settlement of historical claims to be signed between the Crown, Ngāi Te Rangi, the Ngāi Te Rangi Settlement Trust and the Ngā Pōtiki a Tamapahore Trust;

Ngāi Te Rangi historical claims means every claim, whether or not the claim has arisen or been considered, researched, registered, notified or made by or on the settlement date (as defined in the Ngāi Te Rangi deed of settlement to be entered into between the Crown and Ngāi Te Rangi) that Ngāi Te Rangi had at, or at any time before, that date, or may have at any time after that date and that:

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

Ngāi Te Rangi settlement means the settlement of the Ngāi Te Rangi historical claims as agreed between the Crown and Ngāi Te Rangi;

Te Rūnanga o Ngāi Te Rangi Iwi Trust means the trust known by that name and established by a trust deed dated 30 July 2007.

on-account payment means the sum referred to in clause 2.1;

payment date means the date the on-account payment is paid to the Ngāi Te Rangi Settlement Trust in accordance with clause 2.1;

provision, in relation to the on-account payment, includes its allotting, payment, credit, transfer, vesting, making available, creation, or grant;

Ngāi Te Rangi Settlement Trust means the trust of that name established by the trust deed acting by and through the trustees of that trust;

tax includes income tax and GST;

tax indemnity means an indemnity given by the Crown under part 4;

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

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

use, in relation to the on-account payment or an indemnity payment, includes dealing with, payment, transfer, distribution, or application.

INTERPRETATION

- 5.2 In the interpretation of this deed, unless the context otherwise requires:
- 5.2.1 headings appear as a matter of convenience and do not affect the interpretation of this deed;
 - 5.2.2 defined terms have the meanings given to them by this deed but if there are any inconsistencies between the definitions in this deed and the Ngāi Te Rangi deed of settlement, the definitions in the Ngāi Te Rangi deed of settlement shall prevail;
 - 5.2.3 where a word or expression is defined in this deed, any other part of speech or grammatical form of that word or expression has a corresponding meaning;
 - 5.2.4 the singular includes the plural and vice versa;
 - 5.2.5 a word importing one gender includes the other genders;
 - 5.2.6 a reference to legislation includes a reference to that legislation as amended, consolidated, or substituted;
 - 5.2.7 a reference to a party in this deed, or in any other document or agreement under this deed, includes that party's permitted successors;
 - 5.2.8 an agreement on the part of two or more persons binds each of them jointly and severally;
 - 5.2.9 a reference to a document or agreement, including this deed, includes a reference to that document or agreement as amended, novated, or replaced from time to time;
 - 5.2.10 a reference to a monetary amount is to New Zealand currency;
 - 5.2.11 a reference to written or in writing includes all modes of presenting or reproducing words, figures, and symbols in a tangible and permanently visible form;
 - 5.2.12 a reference to a person includes a corporation sole and a body of persons, whether corporate or unincorporate;
 - 5.2.13 a reference to the Crown endeavouring to do something or to achieve some result means reasonable endeavours to do that thing or achieve that result but, in particular, does not oblige the Crown or the Government of New Zealand to propose for introduction to the House of Representatives, any legislation;
 - 5.2.14 a reference to a date on or by which something must be done includes any other date that may be agreed in writing between the working party and the Crown;

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TRUST AND THE CROWN: 28 JUNE 2013

5.2.15 where something is required to be done by or on a day which is not a business day, that thing must be done on the next business day after that day; and

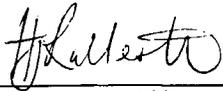
5.2.16 a reference to time is to New Zealand time.

SIGNED as a deed on

SIGNED by the Te Rūnanga o Ngāi Te Rangi Iwi Trust by the mandated negotiators in the presence of:



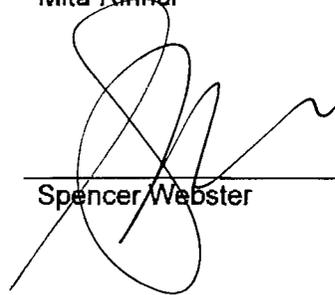
Mita Rinui



Signature of Witness

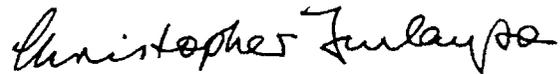
Witness Name: *Huhana Kollerton*

Address: *Tauranga*

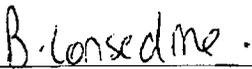


Spencer Webster

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



Hon Christopher Finlayson



Signature of Witness

Witness Name: *BERNARDETTE CONCEDINE*

Address: *PRIVATE SECRETARY
WELLINGTON*