

NGĀI TE RANGI SETTLEMENT TRUST

and

NGĀ PŌTIKI A TAMAPAHORE TRUST

and

THE CROWN

**SECOND DEED TO AMEND
NGĀI TE RANGI AND NGĀ PŌTIKI
DEED OF SETTLEMENT**

**SECOND DEED TO AMEND NGĀI TE RANGI AND NGĀ PŌTIKI
DEED OF SETTLEMENT**

THIS DEED is made on the 13th day of April 2016

BETWEEN

THE TRUSTEES OF THE NGĀI TE RANGI SETTLEMENT TRUST

AND

THE TRUSTEES OF THE NGĀ PŌTIKI A TAMAPAHORE TRUST

AND

THE CROWN

1. BACKGROUND

- A. The trustees of the Ngāi Te Rangi Settlement Trust (the "**Ngāi Te Rangi governance entity**"), the trustees of the Ngā Pōtiki a Tamapahore Trust (the "**Ngā Pōtiki governance entity**") and the Crown are parties to:
- (a) a Deed of Settlement dated 14 December 2013; and
 - (b) a Deed to Amend the Ngāi Te Rangi and Ngā Pōtiki Deed of Settlement dated 6 October 2014,
- (together, the "**Deed of Settlement**").
- B. Since the signing of the Deed of Settlement, Ngā Hapū o Ngāti Ranginui, Ngāi te Rangi, Ngāti Pūkenga, the Tauranga Moana Iwi Collective Limited Partnership and the Crown have entered into the Tauranga Moana Collective Deed dated 21 January 2015 (the "**Collective deed**"). The Collective deed specifies the collective redress that the iwi comprising TMIC will receive from the Crown. TMIC and the Crown have agreed that the legislation that gives effect to the Tauranga Moana Framework, being part of the collective redress under the Collective deed, will be separate from the TMIC legislation.
- C. The Ngāi Te Rangi governance entity, the Ngā Pōtiki governance entity and the Crown wish to enter this deed to formally record certain amendments to the Deed of Settlement, in accordance with clause 5.1 of the General Matters Schedule to the Deed of Settlement.

IT IS AGREED as follows:

EFFECTIVE DATE OF THIS DEED

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

AMENDMENTS TO THE DEED OF SETTLEMENT

- 1.2 The Deed of Settlement:

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

DEFINITIONS AND INTERPRETATION

- 1.3 Unless the context otherwise requires:

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

COUNTERPARTS

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

SIGNED as a Deed to Amend on

13th

day of

April

2015 2016

SIGNED by the trustees of the
NGĀI TE RANGI SETTLEMENT TRUST

SIGNED by CHARLIE TAWHIAO
as trustee, in the presence of:

} 
Charlie Tawhiao

Signature of Witness



Witness Name

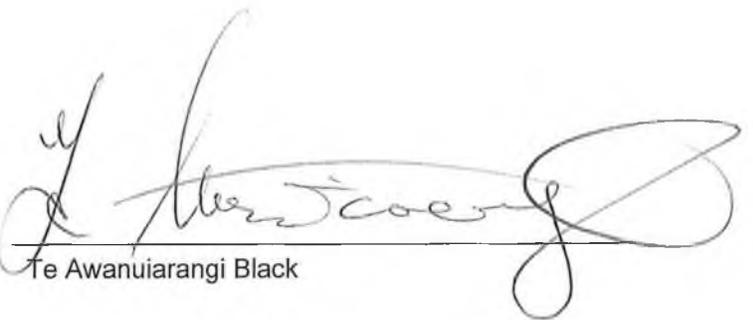
Administrator

Occupation

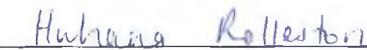
Tauranga

Address

SIGNED by TE AWANUIARANGI BLACK
as trustee, in the presence of:

} 
Te Awanuiarangi Black

Signature of Witness



Witness Name

Project Manager

Occupation

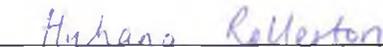
Papamoa

Address

SIGNED by EDDIE BLUEGUM
as trustee, in the presence of:

} 
Eddie Bluegum

Signature of Witness



Witness Name

Project Manager

Occupation

Papamoa

Address

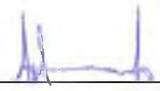
SECOND DEED TO AMEND NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT

SIGNED by PUHIRAKE IHAKA
as trustee, in the presence of:

)



Puhirake Ihaka


Signature of Witness

Angeline Samuels

Witness Name

Administrator

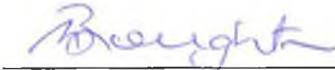
Occupation

Tauranga

Address

SIGNED by MARGARET BROUGHTON
as trustee, in the presence of:

)



Margaret Broughton


Signature of Witness

Angeline Samuels

Witness Name

Administrator

Occupation

Tauranga

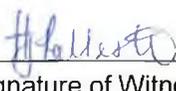
Address

SIGNED by MATE SAMUELS
as trustee, in the presence of:

)



Mate Samuels


Signature of Witness

Huhana Rolleston

Witness Name

Project Manager

Occupation

Papamoa

Address

SECOND DEED TO AMEND NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT

SIGNED by BEVAN TAIKATO
as trustee, in the presence of:

) 
) _____
Bevan Taikato



Signature of Witness

Huhana Kollerston

Witness Name

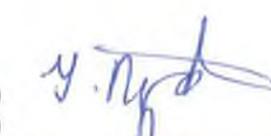
Project Manager

Occupation

Papamoa

Address

SIGNED by TURI NGATAI
as trustee, in the presence of:

) 
) _____
Turi Ngatai



Signature of Witness

Angelina Samuels

Witness Name

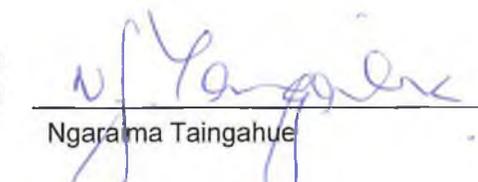
Administrator

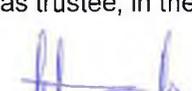
Occupation

Tauranga

Address

SIGNED by NGARAIMA TAINGAHUE
as trustee, in the presence of:

) 
) _____
Ngarama Taingahue



Signature of Witness

Angelina Samuels

Witness Name

Administrator

Occupation

Tauranga

Address

SECOND DEED TO AMEND NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT

SIGNED by **KALANI TARAWA**
as trustee, in the presence of:

) 

Kalani Tarawa



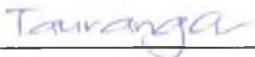
Signature of Witness



Witness Name



Occupation

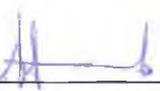


Address

SIGNED by **NGARETA TIMUTIMU**
as trustee, in the presence of:

) 

Ngareta Timutimu



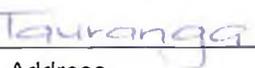
Signature of Witness



Witness Name



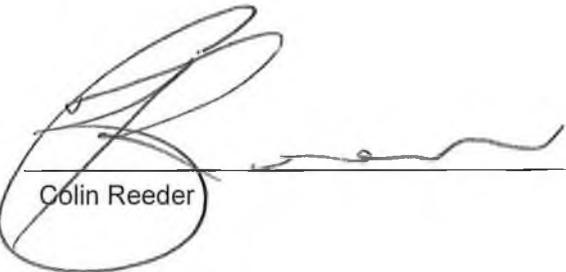
Occupation



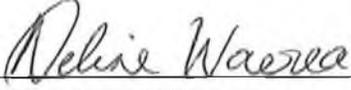
Address

SIGNED by the trustees of the
NGĀ PŌTIKI A TAMAPAHORE TRUST

SIGNED by **COLIN REEDER**
as trustee, in the presence of:

) 

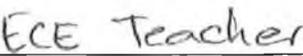
Colin Reeder



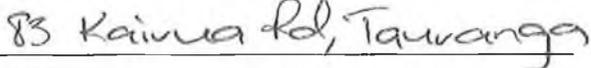
Signature of Witness



Witness Name



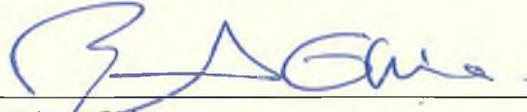
Occupation



Address

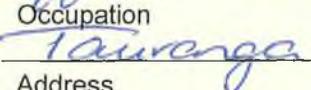
SECOND DEED TO AMEND NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT

SIGNED by BENTHAM OHIA
as trustee, in the presence of:


Bentham Ohia

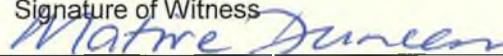

Signature of Witness

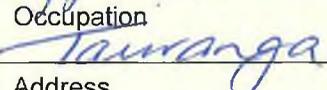
Witness Name

Occupation

Address

SIGNED by VICTORIA KINGI
as trustee, in the presence of:

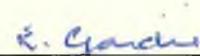

Victoria Kingi


Signature of Witness

Witness Name

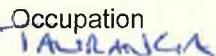
Occupation

Address

SIGNED by PETER STOKES
as trustee, in the presence of:


Peter Stokes

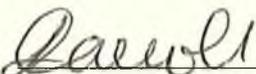
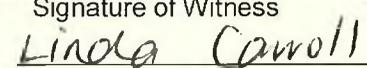
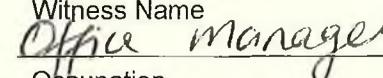
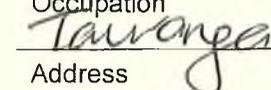

Signature of Witness

Witness Name

Occupation

Address

SIGNED by RACHAEL DAVIE
as trustee, in the presence of:


Rachael Davie


Signature of Witness

Witness Name

Occupation

Address

SECOND DEED TO AMEND NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT

SIGNED by TAMA HOVELL
as trustee, in the presence of:

)
)



Tama Hovell

Signature of Witness

Mative Duncan

Witness Name

Office Administrator

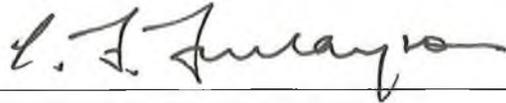
Occupation

Tauranga

Address

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

)
)
)



Honourable Christopher Finlayson

Signature of Witness

FERN WOOLDRIDGE HYETI

Witness Name

PRIVATE SECRETARY (TREATY)

Occupation

WELLINGTON

Address

SCHEDULE 1

AMENDMENTS TO THE DEED OF SETTLEMENT

Deed of Settlement

Current part and reference	Amendment
<p>New clauses 4.10 – 4.15</p>	<p>The following new clauses, and their associated heading, are inserted immediately after clause 4.9:</p> <p>"TAURANGA MOANA FRAMEWORK</p> <p>4.10 Ngāi Te Rangi, the Ngāi Te Rangi governance entity, and the Crown acknowledge that this deed and the Collective deed provide for the redress in relation to the Tauranga Moana. However, despite clause 4.4 of this deed, Ngāi Te Rangi, the Ngāi Te Rangi governance entity, and the Crown further acknowledge that the settlement legislation and the TMIC legislation do not yet provide for this redress.</p> <p>4.11 Ngāi Te Rangi, the Ngāi Te Rangi governance entity, and the Crown agree that the Tauranga Moana Framework will be provided for in separate legislation as soon as the following matters have been resolved to the satisfaction of TMIC and the Crown, and in accordance with the principles of Te Tiriti o Waitangi / the Treaty of Waitangi:</p> <p>4.11.1 whether a process is required and, if so the nature of that process, for resolving the disagreements referred to in Part 1, paragraph 10.3 of the Appendix to Part 3 of the TMIC legislative matters schedule;</p> <p>4.11.2 how such legislation will provide for the participation of two or more iwi with recognised interests in Tauranga Moana through one seat on the Tauranga Moana Governance Group (as provided in Part 1, paragraph 1.1.5 of the Appendix to Part 3 of the TMIC legislative matters schedule); and</p> <p>4.11.3 the scope of the area marked as 'A' on the Tauranga Moana Framework plan in the TMIC attachments.</p> <p>4.12 The Crown agrees to negotiate in good faith, as soon as reasonably practicable, to resolve the matters referred to in clauses 4.11.1 to 4.11.3. So long as the Crown negotiates in good faith, as soon as reasonably practicable, to resolve the matters referred to in clauses 4.11.1 to 4.11.3, Ngāi Te Rangi and the Ngāi Te Rangi governance entity agree that the Crown shall not be in breach of this deed or the Collective deed if the Tauranga Moana Framework has not been provided for in separate legislation.</p> <p>4.13 Clauses 4.11 and 4.12 do not exclude the jurisdiction of the Court,</p>

Current part and reference	Amendment
	<p>tribunal or other judicial body in respect of the process in 4.11 or 4.12.</p> <p>4.14 The Crown recognises it is Ngāi Te Rangi and the governance entity's desire to have the recognised interest areas for iwi with recognised interests confirmed by the Crown following the process outlined in clauses 2.14 to 2.16 of the Collective deed, before the separate legislation providing for the Tauranga Moana Framework is introduced.</p> <p>4.15 Ngāi Te Rangi, the Ngāi Te Rangi governance entity, and the Crown agree that the Tauranga Moana Framework is a critical element of the settlement. Ngāi Te Rangi and the Ngāi Te Rangi governance entity consider, but without in any way derogating from clause 4.4, that the settlement is not complete until the separate legislation providing for the Tauranga Moana Framework comes into force."</p>
<p>New clause 5.7A</p>	<p>The following new clauses, and their associated heading, are inserted immediately after clause 5.7.1:</p> <p><i>"Jointly vested as a historic reserve</i></p> <p>5.7A The settlement legislation will, on the terms provided in sections 39, 44 to 54, 56 and 59 of the extract of the draft settlement bill, provide that on the later of the settlement date and the Ngāti Tamaterā settlement date:</p> <p>5.7A.1 the fee simple estate in the Kauri Point property (as shown on deed plan OTS-078-33), being part of the Kauri Point Historic Reserve, vests in the following entities as tenants in common:</p> <p>(a) the Ngāi Te Rangi governance entity as to an undivided half share; and</p> <p>(b) the trustees of the Ngāti Tamaterā Treaty Settlement Trust as to an undivided half share;</p> <p>5.7A.2 the Kauri Point property is to be a historic reserve named the Kauri Point Historic Reserve;</p> <p>5.7A.3 the Western Bay of Plenty District Council (the Council) is to be the administering body, as if the Council were appointed to control and manage the reserve under section 28 of the Reserves Act 1977;</p> <p>5.7A.4 in any review by the Council of a reserve management plan, to the extent that it applies to the Kauri Point property, the Council, the Ngāi Te Rangi governance entity, and the trustees of the Ngāti Tamaterā Treaty Settlement Trust must jointly prepare and approve a separate reserve management plan for</p>

Current part and reference	Amendment
	<p>the Kauri Point property;</p> <p>5.7A.5 the improvements owned by the Council and attached to the Kauri Point property as at the date of its vesting remain vested in the Council; and</p> <p>5.7A.6 the Kauri Point property is inalienable, other than to a new trustee of a trust, the trustees of which hold the fee simple estate in the property."</p>
Clauses 5.22 - 5.24	Clauses 5.22 to 5.24, and their associated heading "Kauri Point", are deleted.

General Matters Schedule

Current part and reference	Amendment
Paragraph 6.1, definition of " Collective deed "	<p>The definition of "Collective deed" is deleted and replaced with the following:</p> <p>"Collective deed means the Tauranga Moana Collective Deed between Ngā Hapū o Ngāti Ranginui, Ngāi te Rangī, Ngāti Pūkenga, the Tauranga Moana Iwi Collective Limited Partnership and the Crown dated 21 January 2015; and".</p>
Paragraph 6.1	<p>After the definition of "Environment Court", the following new definition is inserted:</p> <p>"extract of the draft settlement bill means the extract in part 5 of the attachments; and".</p>
Paragraph 6.1	<p>After the definition of "indemnity payment", the following new definition is inserted:</p> <p>"Kauri Point property" means the cultural redress property shown on deed plan OTS-078-33; and".</p>
Paragraph 6.1	<p>After the definition of "Ngāti Rangiwewehi deed of settlement", the following new definitions are inserted:</p> <p>"Ngāti Tamaterā means the iwi known as Ngāti Tamaterā; and</p> <p>Ngāti Tamaterā settlement date means the date defined as the settlement date in the Ngāti Tamaterā settlement legislation; and</p> <p>Ngāti Tamaterā settlement legislation means the legislation that:</p> <ul style="list-style-type: none"> (a) settles the historical claims of Ngāti Tamaterā; and (b) provides for the vesting of an undivided half share of the fee simple estate in the Kauri Point property in the trustees of the Ngāti Tamaterā Treaty Settlement Trust; and".

Current part and reference	Amendment
Paragraph 6.1, definition of "Ngāti Tamaterā Settlement Trust"	The definition of " Ngāti Tamaterā Settlement Trust " is deleted and replaced with the following: " Ngāti Tamaterā Treaty Settlement Trust means the trust of that name established by a trust deed dated 15 October 2013; and".
Paragraph 6.1	After the definition of " purchased deferred selection property ", the following new definition is inserted: " recognised interests for the purposes of clause 4.11.2 has the meaning set out in Part 1, Appendix to Part 3 of the TMIC legislative matters schedule; and".
Paragraph 6.1	After the definition of " Tapuika deed of settlement ", the following new definitions are inserted: " Tauranga Moana has the meaning given to "Tauranga Moana" and "moana" in the Collective deed; and Tauranga Moana Framework is the redress referred to in the Collective deed; and Tauranga Moana Governance Group has the meaning given to it in the TMIC legislative matters schedule; and".
Paragraph 6.1	After the definition of " terms of negotiation ", the following new definitions are inserted: " TMIC attachments means the attachments to the Collective deed; and TMIC legislative matters schedule means the legislative matters schedule to the Collective deed; and TMIC legislation has the meaning given to "collective legislation" in the general matters schedule to the Collective deed; and".
Paragraph 6.1	After the definition of " trustees of the Ngāi Te Rangī Settlement Trust " the following new definition is inserted: " trustees of the Ngāti Tamaterā Treaty Settlement Trust means the trustees from time to time of that trust; and".

Property Redress Schedule

Current part and reference	Amendment
Paragraph 1.1.1	Paragraph 1.1.1 is amended by inserting "except for the Kauri Point property," immediately after the phrase "about the cultural redress properties,".

SECOND DEED TO AMEND NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT

Current part and reference	Amendment
New paragraph 1.1.1A	The following new paragraph is inserted immediately after paragraph 1.1.1: "1.1.1A has provided information to the Ngāi Te Rangi governance entity on 3 November 2015 about the Kauri Point property via the Office of Treaty Settlements;"
Paragraph 1.2	Paragraph 1.2.1(a) is amended by inserting "except for the Kauri Point property" immediately after the phrase "each cultural redress property".
Paragraphs 1.6 and 1.7	Paragraphs 1.6 and 1.7 are deleted and replaced with the following: "1.6 In paragraph 1.7, relevant date means, in relation to: 1.6.1 an acquired property that is: (a) a cultural redress property or a commercial property, the date of this deed; and (b) a purchased deferred selection property, the date on which the relevant governance entity gives an election notice electing to purchase the property; and 1.6.2 the Kauri Point property, the date of this deed. 1.7 Although the Crown is not giving any representation or warranty in relation to an acquired property other than under paragraph 1.3, or any representation or warranty in relation to the Kauri Point property, the Ngāi Te Rangi governance entity and the Ngā Pōtiki governance entity acknowledge that they could, before the relevant date: 1.7.1 arrange to inspect the property and determine its state and condition; and 1.7.2 in the case of an acquired property, consider the disclosure information in relation to it."

Attachments

Current part and reference	Amendment
Part 2.1	The deed plan for Kauri Point property, attached to this deed as Schedule 2, is inserted at the end of part 2.1.
New part 5	Insert a new part 5 after current part 4 of the attachments, headed "5. EXTRACT OF THE DRAFT SETTLEMENT BILL" and insert the extract of the draft settlement bill as set out in Schedule 3 of this deed.

SCHEDULE 2

Kauri Point property



SCHEDULE 3

EXTRACT OF THE DRAFT SETTLEMENT BILL

PCO 17700/4.26

Drafted by Briar Gordon

IN CONFIDENCE

**Ngāi Te Rangi and Ngā Pōtiki Claims Settlement Bill
(Kauri Point property)**

Government Bill

Hon Christopher Finlayson

**Ngāi Te Rangi and Ngā Pōtiki Claims Settlement Bill
(Kauri Point property)**

Government Bill

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The Parliament of New Zealand enacts as follows:

39 Interpretation

In this subpart,—

cultural redress property means each of the following properties, and each property means the land of that name described in **Schedule 3**:

Properties vested in fee simple to be administered as reserves

- (a) Karewa Island:
- (b) Motuotau Island:
- (c) Otarā Maunga property:
- (d) Waitao Stream property:

Property jointly vested in fee simple to be administered as reserve

- (e) Kauri Point property

Ngāti Tamaterā Treaty Settlement Trust means the trust of that name established by a trust deed dated 22 October 2013

reserve property means each of the properties named in **paragraphs (a) to (e)** of the definition of cultural redress property.

44 **Kauri Point property**

- (1) This section and **sections 45 to 49** take effect on and from the later of the following dates:
 - (a) the settlement date; and
 - (b) the settlement date under Ngāti Tamaterā settlement legislation.
- (2) The reservation of the Kauri Point property (being part of Kauri Point Historic Reserve) as a historic reserve subject to the Reserves Act 1977 is revoked.
- (3) The fee simple estate in the Kauri Point property vests as undivided half shares in the specified groups of trustees as tenants in common as follows:
 - (a) a share vests in the trustees of the Ngāi Te Rangi Settlement Trust under this paragraph; and
 - (b) a share vests in the trustees of the Ngāti Tamaterā Treaty Settlement Trust under the Ngāti Tamaterā settlement legislation.
- (4) The Kauri Point property is declared a reserve and classified as a historic reserve subject to section 18 of the Reserves Act 1977.
- (5) The reserve is named Kauri Point Historic Reserve.
- (6) The Council is the administering body of the reserve as if the Council were appointed to control and manage the reserve under section 28 of the Reserves Act 1977.
- (7) Despite section 41(1) of the Reserves Act 1977, and as long as the Council is the administering body of the Kauri Point property,—
 - (a) the reserve management plan currently in force for all of the reserves administered by the Council in the area in which the Kauri Point property is located continues to apply to the Kauri Point property; and

- (b) when the Council is reviewing that plan, to the extent it applies to the Kauri Point property, the Council and the owners must jointly prepare and approve a separate reserve management plan for that property.
- (8) In this section, **Ngāti Tamaterā settlement legislation** means legislation that—
- (a) settles the historical claims of Ngāti Tamaterā; and
- (b) provides for the vesting of an undivided half share of the fee simple estate in the Kauri Point property in the trustees of the Ngāti Tamaterā Treaty Settlement Trust.
- (9) In this section and **sections 45 to 47**—
- Council** means the Western Bay of Plenty District Council
- owners** and **owners of the property** mean the persons in whom the Kauri Point property is vested in accordance with **subsection (3)**.

45 Improvements attached to Kauri Point property

- (1) This section applies to improvements attached to the Kauri Point property (the **property**) as at the date of its vesting in accordance with **section 44(3)**, and despite that vesting.
- (2) Improvements owned by the Council immediately before the vesting—
- (a) remain vested in the Council; and
- (b) are personal property, no longer forming part of the property, and do not confer an estate or interest in the property; and
- (c) may remain attached to the property without the consent of, and without charge by, the owners of the property or the administering body (if no longer the Council); and
- (d) may be accessed, used, occupied, repaired, or maintained by the Council or those authorised by it, at any time without the consent of, and without charge by, the owners of the property or the administering body (if no longer the Council).
- (3) Improvements referred to in **subsection (2)** may, subject to any relevant statutory requirement, be removed or demolished by the Council at any time without the consent of, and without charge by, the owners of the property or the administering body (if no longer the Council), but the Council must—
- (a) give the owners of the property and the administering body (if no longer the Council) not less than 15 working days' written notice of the intended removal or demolition; and
- (b) after the removal or demolition, ensure that the land is left in a clean and tidy condition.
- (4) Any other improvement attached to the property with the consent of the Crown or the administering body of the property at the time of its attachment—

- (a) vests in the person or body who attached the improvement; or
 - (b) if that person or body is deceased, dissolved, or otherwise no longer exists, or no longer has an interest in the improvement, vests in the person or body who, immediately before the vesting of the property, would have had a proprietary right to the improvement.
- (5) **Subsections (2) and (4)** apply subject to any other enactment that governs the ownership of an improvement.
 - (6) **Subsection (4)** does not affect or limit any rights in relation to the property that may arise from the ownership of the improvement.
 - (7) For the purposes of administering the reserve under the Reserves Act 1977, the administering body is responsible for any decisions in respect of a matter that arises from a person exercising, or purporting to exercise, a right in relation to an improvement attached to the property.
 - (8) **Subsection (7)** is subject to any other enactment that governs the use of the improvement concerned.
 - (9) Despite the provisions of this section, the trustees are not liable for an improvement for which they would, apart from this section, be liable by reason of their ownership of the property.

46 Future interests for Kauri Point reserve land

- (1) This section applies to the Kauri Point reserve land, but only while the Council is the administering body of that land.
- (2) Despite the Council being the administering body, the owners may accept, grant, or decline to grant any interest in land that affects the reserve land, or may renew or vary such an interest.
- (3) If a person wishes to obtain an interest in land in the reserve land, or renew or vary such an interest, the person must apply under this section, in writing, through the Council.
- (4) The Council must—
 - (a) advise the owners of any application received under **subsection (3)**; and
 - (b) undertake the administrative processes required by the Reserves Act 1977 in relation to each application.
- (5) Before the owners determine an application, the owners must consult the Council.
- (6) Except as specified in **subsection (2)**, the Reserves Act 1977 applies to the granting of any interest in land or any renewal or variation of the interest.
- (7) To avoid doubt, the Council may accept, grant, or decline to grant an interest that is not an interest in land that affects the reserve land, or may renew or vary such an interest.

- (8) In this section and **sections 47 to 49**, **Kauri Point reserve land** and **reserve land** mean all or the part of the Kauri Point property that remains a reserve under the Reserves Act 1977.

47 Administration of Kauri Point reserve land

- (1) The owners and the Council may jointly—
- (a) agree that the Council no longer be the administering body of the Kauri Point reserve land; and
 - (b) notify the Minister of Conservation in writing of the agreement.
- (2) The Minister may, at his or her sole discretion, revoke the appointment of the Council as the administering body of the reserve land if requested in writing to do so by the owners or the Council.
- (3) Before making a decision under **subsection (2)**, the Minister must consult the owners and the Council.
- (4) When the Minister has determined a request, the Minister must notify the owners and the Council in writing of his or her decision.
- (5) If the Minister receives a notice under **subsection (1)** or decides to grant the request to revoke the appointment of the Council as the administering body of the reserve land, a joint management body must be established for the Kauri Point reserve land in accordance with **section 48** not later than 40 working days after—
- (a) the Minister is notified under **subsection (1)**; or
 - (b) notice is given under **subsection (4)**.
- (6) Not later than 10 working days after a joint management body is established under **subsection (5)**, the appointers of the body must jointly notify the Minister and the Council of that fact.
- (7) The Minister must, not later than 20 working days after being notified under **subsection (6)**, publish a notice in the *Gazette* declaring that—
- (a) the Council is no longer the administering body of the reserve land; and
 - (b) the joint management body established in accordance with **section 48** is the administering body of the reserve land, and the Reserves Act 1977 applies to the reserve land as if the reserve land were vested in that body (as if the body were trustees) under section 26 of that Act.

48 Joint management body for Kauri Point reserve land

- (1) The joint management body is the administering body of the reserve land on and from the date on which a notice is published under **section 47(7)**.
- (2) The following are appointers for the purposes of this section and **section 47**:
- (a) the trustees of the Ngāi Te Rangi Settlement Trust; and
 - (b) the trustees of the Ngāti Tamatera Treaty Settlement Trust.

- (3) Each appointer may appoint 2 members to the joint management body.
- (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.
- (5) An appointment ends after 5 years or when the appointer replaces the member by making another appointment.
- (6) A member may be appointed, reappointed, or discharged at the discretion of the appointer.
- (7) Sections 32 to 34 of the Reserves Act 1977 apply to the joint management body as if it were a board.
- (8) However,—
 - (a) despite section 32(1) of the Reserves Act 1977, the first meeting of the body must be held not later than 6 months after the date on which the body is declared to be the administering body under **section 47(7)**; and
 - (b) despite section 32(9) of the Reserves Act 1977, a quorum for a meeting of the body consists of at least 1 member appointed by each appointer.

49 Matter to be recorded on computer freehold register for Kauri Point reserve land

- (1) If **section 51(1)** applies, the trustees of the Ngāi Te Rangi Settlement Trust must provide to the Registrar-General a copy of the *Gazette* notice published under **section 47(7)** as soon as is reasonably practicable after publication.
- (2) For the Kauri Point reserve land, the Registrar-General must note on any computer freehold register created under **section 54** or derived from a computer freehold register created under that section that the land is subject to **section 51(3)**.

50 Properties vest subject to or together with interests

Each cultural redress property vested under this subpart is subject to, or has the benefit of, any interests listed for the property in the third column of the table in **Schedule 3**.

51 Interests in land for Kauri Point property

- (1) This section applies to all or the part of the Kauri Point property that remains a reserve under the Reserves Act 1977 (the **reserve land**) after its vesting in accordance with **section 44(3)**, but only while the reserve land is administered by the joint management body appointed under **section 48**.
- (2) If the Kauri Point property is affected by an interest in land at the time the joint management body is declared to be the administering body under **section**

47(7), the interest applies as if the body were the grantor, or the grantee, as the case may be, of the interest in respect of the reserve land.

- (3) Any interest in land that affects the reserve land must be dealt with for the purposes of registration as if the administering body were the registered proprietor of the reserve land.

52 Interests that are not interests in land

- (1) This section applies if a cultural redress property is subject to an interest (other than an interest in land) that is listed for the property in **Schedule 3**, and for which there is a grantor, whether or not the interest also applies to land outside the cultural redress property.
- (2) The interest applies as if the owners of the cultural redress property were the grantor of the interest in respect of the property.
- (3) The interest applies—
 - (a) until the interest expires or is terminated, but any subsequent transfer of the cultural redress property must be ignored in determining whether the interest expires or is or may be terminated; and
 - (b) with any other necessary modifications; and
 - (c) despite any change in status of the land in the property.
- (4) This section also applies to the Kauri Point property, if—
 - (a) all or part of the property is reserve land to which **section 51** applies; and
 - (b) there is an interest affecting that land at the time the joint management body is declared to be the administering body.
- (5) If **subsection (4)** applies, then despite **subsection (2)**, the interest applies as if the joint management body were the grantor of the interest in respect of the reserve land.

53 Vesting of share of fee simple estate in property

In **sections 54 to 64**, a reference to the vesting of a cultural redress property, or the vesting of the fee simple estate in a cultural redress property, includes the vesting of an undivided share of the fee simple estate in the Kauri Point property.

54 Registration of ownership

- (1) This section applies to a cultural redress property vested in any trustees under this subpart.
- (2) **Subsection (3)** applies to a cultural redress property (other than the Kauri Point property or Motuotau Island), but only to the extent that the property is all of the land contained in a computer freehold register.
- (3) The Registrar-General must, on written application by an authorised person,—

- (a) register the trustees in whom the property is vested under this subpart as the proprietors of the fee simple estate in the property; and
 - (b) record any entry on the computer freehold register and do anything else necessary to give effect to this subpart and to part 5 of the deed of settlement.
- (4) **Subsection (5)** applies to—
- (a) a cultural redress property (other than the Kauri Point property), but only to the extent that **subsection (2)** does not apply to the property; and
 - (b) Motuotau Island.
- (5) The Registrar-General must, in accordance with a written application by an authorised person,—
- (a) create a computer freehold register for the fee simple estate in the property in the name of the trustees in whom the property is vested under this subpart; and
 - (b) record on the computer freehold register any interests that are registered, notified, or notifiable and that are described in the application.
- (6) For the Kauri Point property, the Registrar-General must, in accordance with a written application by an authorised person,—
- (a) create a computer freehold register for an undivided half share of the fee simple estate in the property in the names of the trustees of the Ngāi Te Rangi Settlement Trust; and
 - (b) record on the computer freehold register any interests that are registered, notified, or notifiable and that are described in the application.
- (7) **Subsections (5) and (6)** are subject to the completion of any survey necessary to create a computer freehold register.
- (8) A computer freehold register for a cultural redress property (other than the Kauri Point property) must be created under this section as soon as is reasonably practicable after the settlement date, but no later than—
- (a) 24 months after the settlement date; or
 - (b) any later date that may be agreed in writing by the Crown and the trustees in whom the property is vested under this subpart.
- (9) A computer freehold register for the Kauri Point property must be created under this section as soon as is reasonably practicable after the date on which the property vests, but no later than—
- (a) 24 months after the vesting date; or
 - (b) any later date that may be agreed in writing by the Crown and the trustees in whom the property is jointly vested under **section 44**.
- (10) In this section, **authorised person** means a person authorised by the Director-General.

56 Matters to be recorded on computer freehold register

- (1) The Registrar-General must record on the computer freehold register—
 - (a) for a reserve property (other than the Kauri Point property),—
 - (i) that the land is subject to Part 4A of the Conservation Act 1987, but that section 24 of that Act does not apply; and
 - (ii) that the land is subject to **sections 55(3) and 60**; and
 - (b) created under **section 54(6)** for the Kauri Point property,—
 - (i) that the land is subject to Part 4A of the Conservation Act 1987, but that section 24 of that Act does not apply; and
 - (ii) that the land is subject to **sections 55(3) and 60**.
- (2) A notification made under **subsection (1)** that land is subject to Part 4A of the Conservation Act 1987 is to be treated as having been made in compliance with section 24D(1) of that Act.
- (3) For a reserve property (other than the Kauri Point property), if the reservation of the property under this subpart is revoked for—
 - (a) all of the property, the Director-General must apply in writing to the Registrar-General to remove from the computer freehold register for the property the notifications that—
 - (i) section 24 of the Conservation Act 1987 does not apply to the property; and
 - (ii) the property is subject to **sections 55(3) and 60**; or
 - (b) part of the property, the Registrar-General must ensure that the notifications referred to in **paragraph (a)** remain only on the computer freehold register for the part of the property that remains a reserve.
- (4) For the Kauri Point property, if the reservation of the property under this subpart is revoked for—
 - (a) all of the property, the Director-General must apply in writing to the Registrar-General to remove from any computer freehold register created under **section 54** for the property the notifications that—
 - (i) section 24 of the Conservation Act 1987 does not apply to the property; and
 - (ii) the property is subject to **sections 55(3) and 60** and, if the case requires, **section 51(3)**; or
 - (b) part of the property, the Registrar-General must ensure that the notifications referred to in **paragraph (a)** remain only on any computer freehold register, created under **section 54** or derived from a computer freehold register created under that section, for the part of the property that remains a reserve.

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

59 Application of other enactments to reserve properties

- (1) The trustees are the administering body of a reserve property, except as provided for in **section 44** (which relates to the Kauri Point property).
- (2) Sections 78(1)(a), 79 to 81, and 88 of the Reserves Act 1977 do not apply in relation to a reserve property.
- (3) If the reservation of a reserve property under this subpart is revoked under section 24 of the Reserves Act 1977 for all or part of the property, section 25(2) of that Act applies to the revocation, but not the rest of section 25 of that Act.
- (4) A reserve property is not a Crown protected area under the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008, despite anything in that Act.
- (5) A reserve property must not have a name assigned to it or have its name changed under section 16(10) of the Reserves Act 1977 without the written consent of the owners of the property, and section 16(10A) of that Act does not apply to the proposed name.
- (6) While the Western Bay of Plenty District Council is the administering body of the Kauri Point property,—
- (a) **subsection (2)** does not apply; and
- (b) the Council must, to the extent that is reasonably practicable to distinguish the revenue from that property from any other revenue received by the Council,—
- (i) hold the revenue received by the Council in its capacity as the administering body of the property; and
- (ii) account for the revenue separately from any other revenue of the Council; and
- (iii) use that revenue only in relation to that property.

60 Subsequent transfer of reserve land

- (1) This section applies to all or the part of a reserve property that remains a reserve under the Reserves Act 1977 after the property has vested in any trustees under this subpart.
- (2) The fee simple estate in the reserve land in the Kauri Point property may only be transferred in accordance with **section 62**.
- (3) The fee simple estate in the reserve land in any other property may only be transferred in accordance with **section 61 or 62**.
- (4) In this section and **sections 61 to 63**, **reserve land** means the land that remains a reserve as described in **subsection (1)**.

62 Transfer of reserve land to trustees of existing administering body if trustees change

The registered proprietors of the reserve land may transfer the fee simple estate in the reserve land if—

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