

NGĀTI APA (NORTH ISLAND)

and

THE SOVEREIGN

In right of New Zealand

**DEED OF SETTLEMENT OF
HISTORICAL CLAIMS**

8 October 2008

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DEED OF SETTLEMENT

THIS DEED is made

BETWEEN

NGĀTI APA (NORTH ISLAND)

AND

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

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1 BACKGROUND

THE SETTLEMENT NEGOTIATIONS

- 1.1 On 16 November 2004, the Crown recognised the mandate of Te Rūnanga o Ngāti Apa Society Incorporated to negotiate, on behalf of Ngāti Apa (North Island), an offer for the settlement of their Historical Claims.
- 1.2 Te Rūnanga and the Crown have:
- 1.2.1 entered into:
- (a) terms of negotiation dated 27 July 2005 (the “**terms of negotiation**”), specifying the scope, objectives, and general procedures for the negotiations; and
 - (b) an agreement in principle dated 12 July 2007 (the “**agreement in principle**”), recording that Ngāti Apa (North Island) and the Crown were, in principle, willing to enter into a deed of settlement on the basis set out in that agreement; and
- 1.2.2 negotiated this deed of settlement.

RATIFICATION OF, AND MANDATE TO SIGN, THIS DEED

- 1.3 Ngāti Apa (North Island) has, by virtue of a majority of 97% of the valid votes cast in a postal ballot of the eligible members of Ngāti Apa (North Island):
- 1.3.1 ratified this deed of settlement; and
- 1.3.2 granted the mandated signatories a mandate to sign this deed on behalf of Ngāti Apa (North Island).
- 1.4 The Crown is satisfied with that ratification and mandate.

ENTRY INTO THIS DEED

- 1.5 ACCORDINGLY, Ngāti Apa (North Island) and the Crown wish, in a spirit of co-operation and compromise, to enter, in good faith, into this deed settling the historical claims (as defined in clauses 12.4 and 12.5).

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2: HISTORICAL ACCOUNT

2 HISTORICAL ACCOUNT

INTRODUCTION

- 2.1 This is an account of the historical events upon which the Crown's acknowledgements and apology in part 3 are based.

EARLY ENGAGEMENT, 1840-1848

- 2.2 At 1840, Ngāti Apa in the Rangitikei-Manawatū area had land interests stretching from Motu Karaka (about midway between the Whanganui and Whangaehu Rivers) south to Omarupapako (just north of the Manawatū River) and inland to the upper Rangitikei area. A number of neighbouring iwi also had interests in parts of this area. In the 1820s and 30s Ngāti Apa and neighbouring iwi had experienced disruption as a result of movement by other tribes into and through their area during the musket wars. During the 1840s Ngāti Apa sought to obtain the material benefits that European settlement could bring, by entering into land transactions and establishing a close relationship with the Crown.
- 2.3 The first major engagement between Ngāti Apa and the Crown took place on 21 May 1840, when three members of Ngāti Apa signed the Treaty of Waitangi at Tawhirihoepā, a Ngāti Apa kainga near the mouth of the Rangitikei River.
- 2.4 Governor Hobson had promised, both when he arrived in New Zealand and during the Treaty debates, that the Crown would inquire into all existing land transactions between Māori and Pākehā settlers, and that any lands unjustly held would be returned to Māori. In 1839-40, the New Zealand Company, which was formed to bring settlers to New Zealand, entered into a transaction to acquire a large area of land in the Whanganui region from local Māori. This purported purchase covered part of Ngāti Apa's tribal area, but they were not involved in the transaction.
- 2.5 In 1842 the New Zealand Company registered with the government a claim for a smaller area, including part of Ngāti Apa's tribal area. The Crown appointed Land Claims Commissioner William Spain to begin investigating the Company's Whanganui claim and make recommendations. Spain concluded in 1844 that a partial purchase had been made, and recommended that the Company be awarded a block of 40,000 acres, which included some of Ngāti Apa's land interests. He recommended that Māori be paid £1,000 to complete the transaction. Spain was aware that Ngāti Apa potentially had interests in the Whanganui block, but there is no record of how he considered their interests, and he did not recognise these in his final report.
- 2.6 In 1846, the Crown attempted to complete the purchase of the Whanganui block in order to secure land for European settlement. Police Inspector Donald McLean, who was appointed to assist with the Whanganui negotiations, noted that it was "most astonishing" that William Spain and his staff had not reported that Ngāti Apa had considerable interests in this block, and thought Ngāti Apa would "require a large

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payment” for their interests. After meeting with Ngāti Apa at Whangaehu, McLean noted that the rangatira Aperahama Tipae was “most indignant” at not having been consulted during previous attempts to purchase the land. Nevertheless, he negotiated hard with Ngāti Apa to secure their consent to the Whanganui purchase in return for a small share of the payment Spain had recommended be made to Māori for their land. McLean described the land in which Ngāti Apa had interests as “containing the finest land in the whole district”. He wrote in his diary that he was “unusually independent” with Ngāti Apa in his approach to negotiating with them. However the purchase was not completed in 1846 after negotiations with another iwi broke down.

- 2.7 In 1848 McLean completed the Whanganui purchase. Despite Spain's recommendation to the Crown that it pay Māori £1,000 for 40,000 acres, McLean negotiated the sale of a larger 86,200 acre area at the same price of £1,000. Ngāti Apa were allocated £100 of the purchase money. Three reserves were set aside for Ngāti Apa, including over 2200 acres at Waikupa and two smaller reserves at Te Marangai and Omanaia.

RANGITIKEI-TURAKINA TRANSACTION, 1849

- 2.8 Ngāti Apa negotiated a number of informal lease arrangements with Pākeha settlers from the mid-1840s, including several south of the Rangitikei River. In 1848, during the negotiations over the Whanganui purchase, Ngāti Apa offered a large area of land in the Whangaehu and Turakina districts to the Crown. Ngāti Apa rangatira spoke of a desire to form close relationships with European settlers. In September 1848, Aperahama Tipae wrote to Governor Grey asking that “there be many Pākeha for me, a multitude, so that my kainga be full”. Similarly, the prominent Ngāti Apa rangatira Kawana Te Hakeke stated that his considerations in offering to sell land were the same as those of his elders before him, namely to ensure the security and nurturing of his people.
- 2.9 The Government was eager to purchase land in this area to open it up for settlement and pastoral development, exercising its right of pre-emption under the Treaty of Waitangi. It also wanted to extend British influence among Māori in this area, and to cultivate allies among the leading chiefs along the west coast of the lower North Island.
- 2.10 In January 1849 Donald McLean, who was now a Crown purchase agent, began negotiations with Ngāti Apa for the acquisition of land between the Rangitikei and Whangaehu rivers. McLean and Ngāti Apa met frequently over a period of more than three months. The precise content of these discussions is unclear. The only written record of negotiations is the diary kept by McLean at the time. There was some debate over the extent of land to be included in the purchase. In April 1849, when McLean travelled to Mangawhero on the northern banks of the Whangaehu river, Ngāti Apa accompanied him as he laid down the purchase boundary to include “all the land worth acquiring in the neighbourhood”. A deed was signed for the Rangitikei-Turakina block on 15 May 1849. The deed described the inland boundary as extending as far inland as Ngāti Apa's interior claims extended. The precise delineation of the boundary on the ground was not finally settled between the

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Government, Ngāti Apa and other iwi until 1850. The deed covered almost 260,000 acres between the Rangitikei River and Motu Karaka, on the northern side of the Whangaehu River. The deed set aside several land reserves for Ngāti Apa, totalling approximately 38,000 acres.

- 2.11 The parties agreed on a price of £2500 for the block (a little under two pence per acre). The Crown's land purchase policy at the time was generally to acquire land as cheaply as possible, in the belief that Māori would reap substantial economic advantages from the growth of European settlement around them. Crown agents frequently used this argument to encourage Māori to sell land cheaply. The government intended to use its profits from the onsale of land to promote European settlement, finance infrastructure, and provide some direct benefits to Māori. Such expenditure would form the "real payments for their lands". Although the purchase price of £2500 was much lower than Ngāti Apa's initial request for this land, Ngāti Apa agreed to the transaction because they wished to obtain various benefits from the establishment of a European settlement in their vicinity, including peace, protection and prosperity. In March 1849 one rangatira said, "We have married our land to the Europeans and entirely given our greatest property to the Europeans".
- 2.12 In the negotiations over reserves, some Ngāti Apa asked for reserves relating to hapū land holdings. McLean did not agree to all of the reserves that Ngāti Apa hapū initially asked for, some of which he described as "extravagant" and "unnecessary". Instead, he negotiated for the creation of a large reserve of around 35,000 acres between the Whangaehu and Turakina Rivers. This area would be set aside as "a place for all the members of the Ngātiapa tribe to collect and settle on". As such, it was not solely intended for those hapū who had previously occupied the area. Traditionally, hapū derived rights to land in a number of ways, including ancestral association and occupation. The tribal reserve agreed to in the deed changed Ngāti Apa's previous land-holding arrangements, effectively requiring some sections of Ngāti Apa to accept members of other hapū onto their customary lands. McLean reported to his superiors that the size and location of the Whangaehu-Turakina reserve would make it sufficient and desirable for the eventual settlement of the whole tribe. He later advised that any alienation of this land by way of leases to European farmers would seriously injure their future welfare and prosperity.
- 2.13 Two smaller reserves were set aside near Ngāti Apa kainga at Parewanui and Turakina, of 1600 and 900 acres respectively. It is unclear whether these reserves were intended to be hapū reserves, with ownership based on ancestry and occupation, or tribal reserves for the general benefit of all Ngāti Apa, like the Whangaehu-Turakina lands. The deed also established a reserve at the small spot where Te Kawana Hakeke was buried, and provided for Ngāti Apa to "fish and take eels from the lagoons and other places that have not been (are not) drained by the Europeans". McLean promised verbally during the negotiations that Ngāti Apa could continue bird snaring on the land they had sold so long as this did not interfere with the operations of the settlers.
- 2.14 Ngāti Apa and the Crown viewed the Rangitikei-Turakina transaction as important not only for the transfer of land, but also for the forming of new political relationships and

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the future development of Ngāti Apa. At the signing of the deed, Aperahama Tipae stated that Ngāti Apa would look up to the Governors as their guardians, and were now closely united with Europeans as their friends. McLean's official report of the deed signing described Ngāti Apa as "a rude, uncultivated race, whose improvement as a tribe has hitherto been much neglected". While he predicted that settlers would encounter initial difficulties with the tribe, McLean thought the "increasing knowledge" and improved circumstances of Ngāti Apa following from the cession of their land and their contact with settlers would "soon bring about a perfectly amicable understanding between them and the settler population". Ngāti Apa subsequently spent £800 of the purchase money on agricultural implements, livestock and clothing. In 1851 McLean noted that they were living on "most friendly terms with their English neighbours". The following year, when the final instalment of purchase money was paid for the block, Ngāti Apa signed a deed receipt in which they promised to "fully unite with and protect the Europeans who are living with us on our lands". In 1854, Ngāti Apa rangatira presented prized mere and other taonga to a missionary to give to the Queen as a symbol of their loyalty to the Crown.

NGĀTI APA-CROWN RELATIONSHIP, 1850-1866

- 2.15 Ngāti Apa did not take part directly in any further land transactions with the Crown in the 1850s. In 1859 they were gifted part of the purchase money from a transaction between the Crown and another iwi for the Awahou Block, on the southern boundary of their tribal area.
- 2.16 Ngāti Apa were mostly supportive of the settler government during the 1860s, by which time tension over Crown land purchasing was widespread amongst North Island Māori. In 1860 members of Ngāti Apa spoke in support of the Governor at the Kohimarama Conference, a large gathering at which Crown and iwi representatives met to discuss issues relating to land sales, law and order and the Treaty of Waitangi. Kawana Hunia and some of his Rangitikei followers supported the Kingitanga in the early 1860s. However this chief and 61 Ngāti Apa fought alongside Crown forces in the New Zealand Wars in 1865.
- 2.17 From the mid-1860s, there were strong disputes among iwi of the Rangitikei-Manawatū region in relation to leasing revenues, and the nature of the land interests held by the various groups. In 1866 the iwi agreed to resolve these disputes by selling the land between the Rangitikei and Manawatū Rivers to the Crown. The Crown paid £25,000 for this 241,000 acre block, with £10,000 going to Ngāti Apa. Ngāti Apa received 4000 of the approximately 24,000 acres of land reserves set aside in this transaction. They later protested, in 1899, that they had wanted to reserve a larger portion of the block.
- 2.18 Once again, at the signing of the purchase deed, Ngāti Apa affirmed their desire for positive relationships with settlers and their loyalty to the Crown. The Rangitikei-Manawatū transaction was specifically excluded from new native land laws introduced by the Crown in the early-1860s.

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INTRODUCTION OF NATIVE LAND LAWS

- 2.19 Under the Native Land Acts of 1862 and 1865 the Crown established the Native Land Court to determine the owners of Māori land "according to Native Custom" and to convert customary title into title derived from the Crown. The Native Land Acts also set aside the Crown's pre-emptive right of land purchase, to give individual Māori named as owners by the Court the same rights as Pākehā to lease and sell their lands to private parties as well as the Crown.
- 2.20 The Native Land Acts introduced a significant change to the native land tenure system. Customary tenure was able to accommodate the multiple and overlapping interests of different iwi and hapū to the same piece of land. The Court was not designed to accommodate the complex and fluid customary land usages of Māori within its processes, because it assigned permanent ownership. In addition, land rights under customary tenure were generally communal but the new land laws gave land rights to individuals.

STATUS OF NGĀTI APA RESERVES FROM THE RANGITIKEI-TURAKINA TRANSACTION

- 2.21 From 1867, members of Ngāti Apa sought titles for their reserves from the Rangitikei-Turakina purchase through the Native Land Court. The Crown and Ngāti Apa had agreed in the 1849 deed that the 35,000 acre reserve between the Whangaehu and Turakina rivers was to be "for all the members of the Ngātiapa tribe to collect and settle on".
- 2.22 The first reserve block to come before the Native Land Court was decided on the basis of the 1849 deed. This was the 8650 acre Ruatangata Block, which the Court, in 1867, awarded to Aperahama Tipae in trust for all of Ngāti Apa. However in the years that followed the Court began awarding title to blocks from within the general reserve to hapū and individuals who could demonstrate ancestral and customary interests in the area. In practice, this meant that many Ngāti Apa from south of the Whangaehu-Turakina area were excluded from ownership of the tribal reserve lands.
- 2.23 Over the next two decades there was considerable tension within Ngāti Apa over the basis on which the Court was awarding title to the reserves. Some relied on the provision in the 1849 deed that the Whangaehu-Turakina lands were to be a tribal reserve, while others sought titles based on their ancestral and occupation interests in the block.
- 2.24 The Native Reserves Act 1873 introduced a new regime over lands reserved from Crown purchases. This led to doubt about whether the Native Land Court continued to have jurisdiction to investigate title to the reserves. As a result the Native Land Court referred the question of jurisdiction over the Maputahi No. 2 block to the Supreme Court. In February 1882 the Supreme Court ruled that Maputahi No 2 and other blocks in the Whangaehu-Turakina Reserve were outside the jurisdiction of the Native Land Court. Some Ngāti Apa then petitioned Parliament to overturn this

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decision, while at least one Ngāti Apa rangatira urged the government to uphold the Court's ruling in order to maintain the tribal reserve.

- 2.25 In September 1882, within months of the Supreme Court decision, Parliament passed urgent legislation to place the Whangaehu-Turakina reserves within the Native Land Court's jurisdiction. Ngāti Apa reserves at Parewanui and Turakina were given similar status. The Native Land Court awarded all subsequent titles to the Ngāti Apa reserves on the basis of ancestry and occupation, in spite of continued protest from sections of Ngāti Apa about the provisions of the 1849 deed.
- 2.26 During the 1870s some members of Ngāti Apa began to show concern about the sale of reserve lands. In 1871 members of Ngāti Apa resolved to permanently set aside a large tract of land between the Whanganui and Turakina Rivers as a safeguard against future landlessness. Five years later, in 1876, Ngāti Apa rangatira Aperahama Tahunuiarangi petitioned Parliament about the insufficiency of the reserves created for him and his tribe as a result of earlier Crown purchases. Parliament took no action. Despite the concerns of Tahunuiarangi and others the reserve lands of Ngāti Apa began to be gradually alienated from the 1870s. In 1908, the Stout-Ngata Commission recommended that the remaining land in the Whangaehu-Turakina reserve, as well as Māori land within the original Rangitikei-Turakina block, be reserved for Māori occupation. However the majority of this land was alienated before 1920 and more still by the mid-twentieth century.

GENERAL IMPACT OF NATIVE LAND LAWS, 1867-1909

- 2.27 Native Land Court hearings sometimes resulted in significant financial and social costs for Māori communities. In some cases, survey charges and other costs involved in securing title through the Native Land Court were considerable. There were some instances after 1872 of Ngāti Apa incurring considerable accommodation, food and legal costs attending hearings which were sometimes held outside their tribal area. Ngāti Apa also sometimes experienced hardships relating to cold, hunger, disease and alcohol.
- 2.28 There was opposition within Ngāti Apa to the operation of the Native Land Court as well as to the alienation of their lands. In the 1870s some Ngāti Apa joined the Hawke's Bay-based Repudiation Movement. At a Repudiation Movement hui at Pakowhai in 1876 several Ngāti Apa chiefs called for the abolition of the Native Land Court and an end to land sales. Ngāti Apa also demonstrated a desire to settle land disputes among their own tribal komiti (committees) and for their decisions to be supported by the government. Komiti, such as Te Rūnanga o Ngāti Apa, had earlier succeeded in balancing competing interests and settling disputes in regards to some Ngāti Apa (North Island) lands before they came before the Native Land Court. While some awards reflected decisions that had been made within Ngāti Apa, the Court did not always take into account the wishes of komiti, especially if there were objections by others to the komiti's submissions.
- 2.29 Ngāti Apa were not always awarded title to the lands they claimed. In 1879, Ngāti Apa disagreed with the Court's decision to exclude them from the title to the 104,000

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acre Otamakapua block. Native land legislation at this time did not provide for an appellate court but did provide for Māori who disagreed with a Court finding to apply to the government to order a rehearing. Consequently, Ngāti Apa applied to the government for a rehearing. One of the judges who heard the original title application wrote a memorandum for the Chief Judge of the Native Land Court, recommending that the application be rejected. The Chief Judge passed the memorandum on to the government and endorsed the advice within it. The Minister of Native Affairs concurred with this advice. In 1885, the Chief Judge told Parliament's Native Affairs Committee that he regarded the lack of an appellate court as an imperfection in the native land laws. An appellate court was not established until 1894.

- 2.30 The rules of succession as applied by the Court saw an increasing number of individuals placed on titles to increasingly fragmented blocks. Native Land Court awards were made in the name of individuals, and while Ngāti Apa managed to retain some of the land blocks awarded to them, over time interests in land were often individualised and partitioned. Crowded titles, indebtedness and the difficulties of accessing development capital may have left some owners with few other options but to sell.

ALIENATION OF LAND, 1867 – 1909

- 2.31 In addition to sales of some Ngāti Apa reserves, almost 140,000 acres of Ngāti Apa lands were alienated to the Crown or settlers between 1867 and 1909. Crown purchases accounted for 73 per cent of the land alienation in this period, including two transactions that totalled in excess of 75,000 acres. The Government's method of negotiating for land before 1879 frequently involved the payment of advances to Māori prior to determination of title.
- 2.32 In November 1899, over 200 members of Ngāti Apa hosted a meeting with Premier Richard Seddon and other government ministers at Turakina. Ngāti Apa told Seddon that, despite the provision in the 1849 deed that their fishing rights would cease if their fisheries were drained by settlers, their parents had not appreciated that such things could be affected. They also told Seddon that they had not understood that the Europeans were capable of felling their forests. Ngāti Apa asked for the remaining lakes and swamps to be reserved, and also requested compensation for the previous drainages.
- 2.33 Ngāti Apa argued in their meeting with Seddon that the lands they had sold to the Crown were fertile, valuable and yielded considerable taxes and profit to the government. They asked Seddon to pass an Act to restrict the remaining Ngāti Apa lands from being sold, mortgaged or seized for debt, in order to prevent the iwi from becoming landless. No such legislation was passed.

TWENTIETH CENTURY

- 2.34 Ngāti Apa lands continued to be alienated in the twentieth century. Following the passage of the Native Land Act 1909, which removed all alienation restrictions on land titles awarded by the Native Land Court, the Aotea Māori Land Board approved

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individuals' requests to sell their land. Some of these sales were prompted by the accumulation of debt.

- 2.35 In 1907 some Ngāti Apa gifted two acres of land at Kauangaroa to the Crown for the establishment of a native school. A school was not established at the site until 1929, despite numerous requests from Ngāti Apa in the intervening period.
- 2.36 In the early twentieth century, many Ngāti Apa were attracted to spiritual leaders and movements. The first of these leaders was the Ngāti Apa spiritual healer and prophetess Mere Rikiriki. Her followers showed concerns about their loss of land and mana. Following the First World War, many of Ngāti Apa were also drawn to the spiritual and political leader Tahupotiki Wiremu Ratana, whose tribal origins included Ngāti Apa. From the early 1920s, the Ratana Movement began campaigning for pan-tribal political objectives including the ratification of the Treaty of Waitangi. Ratana and his followers took their concerns across the world. In 1924, Ratana and a number of his followers, including some Ngāti Apa, attempted to present a petition to King George V of Great Britain, but they were refused an audience.
- 2.37 From the 1920s the government sought to assist Māori to develop their remaining lands into viable economic units. A development scheme was created in 1937 for Ngāti Apa lands near the Whangaehu River, but the scheme was wound up in the early 1950s, encumbered with debt.
- 2.38 After World War Two, many members of Ngāti Apa moved away from their tribal lands to urban areas, part of a national trend in which economic opportunities appeared to be better in urban areas than in rural areas. In 1962 the Department of Māori Affairs was "pursuing a policy of providing housing in Wanganui and evacuating families from Kauangaroa." The Department was trying to encourage Māori to move from remote rural areas to urban districts where more employment and better social amenities existed.
- 2.39 Over the second half of the twentieth century, Ngāti Apa became even more disconnected from their tribal lands. The last house in Ngāti Apa's traditional kainga at Parewanui was demolished in the 1960s. One rangatira was to remark around the same time that Ngāti Apa was "practically landless". Today, Ngāti Apa own less than one per cent of their traditional lands.

3: ACKNOWLEDGEMENTS AND APOLOGY BY THE CROWN

3 ACKNOWLEDGEMENTS AND APOLOGY

ACKNOWLEDGEMENTS

3.1 The Crown acknowledges that:

- 3.1.1 Ngāti Apa (North Island) have been raising grievances with the Crown for over a hundred years;
- 3.1.2 it has failed to deal with the longstanding grievances of Ngāti Apa (North Island) in an appropriate way and that recognition of the grievances of Ngāti Apa (North Island) is long overdue;
- 3.1.3 from 1848 the Crown purchased over 400,000 acres of land in which Ngāti Apa (North Island) held interests;
- 3.1.4 through these land transactions, Ngāti Apa (North Island) endeavoured to establish a relationship with the Crown, and that Ngāti Apa (North Island) sought subsequently to strengthen this relationship by expressing loyalty to the Crown;
- 3.1.5 the 1849 Rangitikei-Turakina purchase stated that lands between the Whangaehu and Turakina Rivers (approximately 35,000 acres) would be reserved for all of Ngāti Apa (North Island) to collect and settle on. Later native land legislation enabled these reserved lands to pass through the Native Land Court, which awarded land interests to individuals rather than to all the tribe, excluding many Ngāti Apa (North Island) from ownership of the tribal reserve lands. The Crown's failure to ensure that the arrangements recorded in the 1849 deed were given effect was a breach of the Treaty of Waitangi and its principles;
- 3.1.6 over 100,000 acres of land in which Ngāti Apa (North Island) held interests was subject to native land laws introduced in the 1860s, in addition to reserves from the Rangitikei-Turakina purchase. The operation and impact of the native land laws, in particular the awarding of land to individual Ngāti Apa (North Island) rather than to iwi or hapū, made the lands that Ngāti Apa (North Island) were able to retain more susceptible to partition, fragmentation and alienation. This contributed to the erosion of the traditional tribal structures of Ngāti Apa (North Island), which were based on collective tribal and hapū custodianship of land. The Crown failed to take steps to adequately protect those structures. This had a prejudicial effect on Ngāti Apa (North Island) and was a breach of the Treaty of Waitangi and its principles;

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3: ACKNOWLEDGEMENTS AND APOLOGY BY THE CROWN

- 3.1.7 lands transferred by Ngāti Apa (North Island) for settlement purposes have contributed to the development of New Zealand, and that some of the significant benefits that Ngāti Apa (North Island) expected to flow from its relationship with the Crown were not realised;
- 3.1.8 the cumulative effect of the Crown's actions and omissions, including Crown purchases and the operation and impact of native land laws, left Ngāti Apa (North Island) virtually landless. The Crown's failure to ensure that Ngāti Apa (North Island) retained sufficient lands for its present and future needs was a breach of the Treaty of Waitangi and its principles;
- 3.1.9 today most Ngāti Apa (North Island) live outside their rohe, and that the loss of their traditional lands has impacted on the access of Ngāti Apa (North Island) to resources such as rivers, lakes, forests, wetlands, and traditional walking paths; and
- 3.1.10 Ngāti Apa (North Island) have lost control over many of their significant sites, including wāhi tapu, and that this has had an ongoing impact on their physical and spiritual relationship with the land.

APOLOGY

- 3.2 The Crown recognises the efforts and struggles of the ancestors of Ngāti Apa (North Island) in pursuit of their claims for justice and redress from the Crown and makes this apology to Ngāti Apa (North Island) and their descendants.
- 3.3 The Crown profoundly regrets and unreservedly apologises to Ngāti Apa (North Island) for the breaches of the Treaty of Waitangi, and its principles, acknowledged above.
- 3.4 The Crown regrets and apologises for the cumulative effect of its actions and omissions over the generations to the present day which have had a detrimental impact on the traditional tribal structures of Ngāti Apa (North Island), their access to customary resources and significant sites, economic and social development, and their physical, cultural and spiritual wellbeing.
- 3.5 Accordingly, with this apology the Crown seeks to atone for its past wrongs, begin the process of healing and make a significant step towards re-building a lasting relationship based on mutual trust and cooperation with Ngāti Apa (North Island).

4: THE SETTLEMENT

4 THE SETTLEMENT

DEFINITIONS

4.1 In this deed:

- 4.1.1 Ngāti Apa (North Island) is defined in clause 12.1; and
- 4.1.2 historical claims are defined in clause 12.4 and 12.5; and
- 4.1.3 other defined terms are set out in clause 12.6.

THE HISTORICAL CLAIMS ARE SETTLED

4.2 Ngāti Apa (North Island) agrees (and the settlement legislation will provide) that, on and from the settlement date:

- 4.2.1 the historical claims are settled; and
- 4.2.2 the Crown is released and discharged from all obligations and liabilities in respect of the historical claims; and
- 4.2.3 the settlement is final.

THE SETTLEMENT DOES NOT AFFECT CERTAIN RIGHTS, ACTIONS OR DECISIONS

4.3 Nothing in this deed or the settlement legislation will:

- 4.3.1 limit any aboriginal title, or customary right, that Ngāti Apa (North Island) may have; or
- 4.3.2 constitute, or imply, an acknowledgement by the Crown that any aboriginal title, or customary right, exists; or
- 4.3.3 except as provided in this deed or the settlement legislation:
 - (a) affect a right that Ngāti Apa (North Island) may have, including a right arising:
 - (i) from the Treaty of Waitangi or its principles; or
 - (ii) under legislation; or
 - (iii) at common law (including in relation to aboriginal title or customary law); or



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4: THE SETTLEMENT

- (iv) from a fiduciary duty; or
- (v) otherwise; or
- (b) be intended to affect any action or decision under the deed of settlement between Māori and the Crown dated 23 September 1992 in relation to Māori fishing claims; or
- (c) affect any action or decision under any legislation and, in particular, under legislation giving effect to the deed of settlement referred to in clause 4.3.3(b), including:
 - (i) the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992; or
 - (ii) the Fisheries Act 1996; or
 - (iii) the Maori Fisheries Act 2004; or
 - (iv) the Maori Commercial Aquaculture Claims Settlement Act 2004.

4.4 Clause 4.3 does not limit clause 4.2.

THE REDRESS TO BE PROVIDED UNDER THE SETTLEMENT

4.5 The following redress is to be provided in settlement of the historical claims:

4.5.1 the acknowledgements and apology in part 3; and

4.5.2 the cultural redress that is to be provided to the governance entity under parts 5 and 6 and the settlement legislation giving effect to those parts; and

4.5.3 the financial and commercial redress that is to be provided to the governance entity under part 7 and the settlement legislation giving effect to that part.

4.6 Ngāti Apa (North Island) agrees that it is intended that the cultural redress, and the financial and commercial redress, and the rights of Ngāti Apa (North Island) and the governance entity under this deed and the settlement legislation:

4.6.1 will be for the benefit of the collective group of Ngāti Apa (North Island); but

4.6.2 may be for the benefit of particular individuals, or a particular group of individuals (including whānau or hapū), who are members of Ngāti Apa (North Island) if the governance entity so decides in accordance with its procedures.

4: THE SETTLEMENT

ACKNOWLEDGEMENTS CONCERNING THIS DEED AND THE SETTLEMENT

- 4.7 Ngāti Apa (North Island) and the Crown acknowledge that:
- 4.7.1 the negotiations resulting in this deed have been conducted in good faith and in a spirit of co-operation and compromise; and
 - 4.7.2 it is not possible:
 - (a) to assess the loss and prejudice suffered by Ngāti Apa (North Island) as a result of the events on which the historical claims are or could be based; or
 - (b) to fully compensate Ngāti Apa (North Island) for all loss and prejudice suffered; and
 - 4.7.3 the foregoing of full compensation is intended by Ngāti Apa (North Island) to contribute to the development of New Zealand; and
 - 4.7.4 the settlement is intended to enhance the ongoing relationship between Ngāti Apa (North Island) and the Crown (in terms of the Treaty of Waitangi, its principles, and otherwise).
- 4.8 Ngāti Apa (North Island) acknowledges that:
- 4.8.1 the Crown has acted honourably and reasonably in relation to this deed; and
 - 4.8.2 taking all matters into consideration, some of which are specified in clause 4.7, the settlement is fair in the circumstances.

5: CULTURAL REDRESS NOT REQUIRING VESTING OF LAND

5 CULTURAL REDRESS NOT REQUIRING VESTING OF LAND

PROTOCOLS

DOC protocol

- 5.1 The Minister of Conservation must issue to the governance entity, by or on the settlement date, a protocol that:
- 5.1.1 sets out how the Department of Conservation will interact with the governance entity in relation to the matters specified in that protocol; and
 - 5.1.2 is as set out in part 4 of the schedule.
- 5.2 The settlement legislation will provide that:
- 5.2.1 a summary of the terms of the DOC protocol must be noted in the conservation documents that affect the DOC protocol area;
 - 5.2.2 the noting of the DOC protocol:
 - (a) is for the purpose of public notice only; and
 - (b) is not an amendment to a conservation document for the purposes of section 171 of the Conservation Act 1987 or section 46 of the National Parks Act 1980; and
 - 5.2.3 the DOC protocol does not have the effect of granting, creating or providing evidence of an estate or interest in, or rights relating to:
 - (a) the public foreshore and seabed; and
 - (b) land held, managed or administered, or flora or fauna managed or administered, under the conservation legislation.

Fisheries protocol

- 5.3 The Minister of Fisheries must issue to the governance entity, by or on the settlement date, a protocol that:
- 5.3.1 sets out how the Ministry of Fisheries will interact with the governance entity in relation to the matters specified in that protocol; and
 - 5.3.2 is as set out in part 4 of the schedule.
- 5.4 The settlement legislation will provide that:

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5: CULTURAL REDRESS NOT REQUIRING VESTING OF LAND

- 5.4.1 a summary of the terms of the fisheries protocol must be noted in fisheries plans (as provided for in section 11A of the Fisheries Act 1996) that affect the fisheries protocol area;
- 5.4.2 the noting of the fisheries protocol is:
- (a) for the purposes of public notice only; and
 - (b) not an amendment to a fisheries plan for the purposes of section 11A of the Fisheries Act 1996; and
- 5.4.3 the fisheries protocol does not have the effect of granting, creating or providing evidence of an estate or interest in, or rights relating to, assets or other property rights (including fish, aquatic life and seaweed) held, managed or administered under the Fisheries Act 1996, the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992, the Maori Commercial Aquaculture Claims Settlement Act 2004, or the Maori Fisheries Act 2004.

Taonga tūturu protocol

- 5.5 The Minister for Arts, Culture and Heritage must issue to the governance entity, by or on the settlement date, a protocol that:
- 5.5.1 sets out how the Minister and the Chief Executive of the Ministry for Culture and Heritage will interact with the governance entity in relation to the matters specified in that protocol; and
- 5.5.2 is as set out in part 4 of the schedule.
- 5.6 The settlement legislation will provide that the taonga tūturu protocol does not have the effect of granting, creating or providing evidence of an estate or interest in, or rights relating to taonga tūturu.

PROVISIONS RELATING TO PROTOCOLS

The settlement legislation in relation to protocols

- 5.7 The settlement legislation will provide that:

Authority to issue, amend or cancel protocols

- 5.7.1 the responsible Minister may issue a protocol as set out in part 4 of the schedule and may amend or cancel that protocol;
- 5.7.2 a protocol may be amended or cancelled at the initiative of:
- (a) the governance entity; or
 - (b) the responsible Minister;

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5: CULTURAL REDRESS NOT REQUIRING VESTING OF LAND

- 5.7.3 the responsible Minister may amend or cancel the protocol only after consulting with, and having particular regard to the views of, the governance entity;

Protocols subject to rights and obligations

- 5.7.4 protocols do not restrict:
- (a) the ability of the Crown to perform its functions and duties in accordance with the laws and government policy, which includes (without limitation) the ability to:
 - (i) introduce legislation and change government policy; and
 - (ii) interact or consult with a person the Crown considers appropriate, including, without limitation, any iwi, hapū, marae, whānau, or representative of tangata whenua; or
 - (b) the responsibilities of the responsible Minister or relevant Department; or
 - (c) the legal rights of Ngāti Apa (North Island) or a representative entity for Ngāti Apa (North Island);

Enforcement of protocols

- 5.7.5 the Crown must comply with a protocol while it is in force;
- 5.7.6 if the Crown fails, without good cause, to comply with a protocol, the governance entity may, subject to the Crown Proceedings Act 1950, enforce the protocol, but may not recover damages or any form of monetary compensation from the Crown (other than costs related to the bringing of the enforcement proceedings awarded by a Court); and
- 5.7.7 clauses 5.7.5 and 5.7.6 do not apply to any guidelines developed in relation to a protocol.

Breach of protocols is not breach of deed

- 5.8 A failure by the Crown to comply with a protocol is not a breach of this deed.

ANNUAL MEETINGS WITH THE MINISTRY FOR THE ENVIRONMENT

- 5.9 The parties agree that:

- 5.9.1 meetings will be held to discuss:

NGĀTI APA (NORTH ISLAND) DEED OF SETTLEMENT

5: CULTURAL REDRESS NOT REQUIRING VESTING OF LAND

- (a) the performance of local government in the area of interest in implementing Te Tiriti o Waitangi/the Treaty of Waitangi provisions of the Resource Management Act 1991; and
 - (b) any other issues in relation to the application of the Resource Management Act 1991 in the area of interest that are the responsibility of the Ministry for the Environment;
- 5.9.2 participants at a meeting held pursuant to clause 5.9.1 are to be:
- (a) officials nominated by the Chief Executive of the Ministry for the Environment; and
 - (b) representatives nominated by the governance entity;
- 5.9.3 each party will meet the costs and expenses of its representatives attending a meeting; and
- 5.9.4 the first meeting must be held within 12 months after settlement date, and meetings must be held annually after that.
- 5.10 The governance entity and the Chief Executive of the Ministry for the Environment may agree in writing to vary or terminate the provisions of clause 5.9.

MEMORANDUM OF UNDERSTANDING WITH LOCAL GOVERNMENT

- 5.11 Within 6 months of the settlement date the Minister in Charge of Treaty of Waitangi Negotiations must write to the Manawatū District Council, the Rangitikei District Council, the Wanganui District Council and the Manawatu-Wanganui Regional Council:
- 5.11.1 encouraging each Council to enter into a memorandum of understanding (or a similar document) with the governance entity in relation to the interaction between the Council and the governance entity concerning performance of the Council's functions and obligations, and the exercise of its powers, within the area of interest; and
 - 5.11.2 in relation to Tawhirihoē (Scotts Ferry) (having the official name "Scotts Ferry" under *Gazette* 2007 page 120) encouraging the Manawatu-Wanganui Regional Council to:
 - (a) recognise the traditional association of Ngāti Apa (North Island) with the reserve in its administration of the reserve, and explore options for involving Ngāti Apa (North Island) in the administration of the reserve; and
 - (b) erect interpretation material agreed with the governance entity explaining the traditional association of Ngāti Apa (North Island) with the reserve.

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5: CULTURAL REDRESS NOT REQUIRING VESTING OF LAND

STATUTORY ACKNOWLEDGEMENT

Provision of statutory acknowledgement

5.12 The settlement legislation will provide:

Provision of statutory acknowledgement

5.12.1 a statutory acknowledgement which will comprise:

- (a) the descriptions of the statutory areas set out in part 5 of the schedule;
- (b) a reference to the texts of the statements by Ngāti Apa (North Island) of its cultural, spiritual, historical, and traditional association with the statutory areas, the texts of which are set out in part 6 of the schedule;
- (c) an acknowledgement by the Crown of those statements of association;
- (d) the other matters required by this deed; and
- (e) any appropriate provisions to enable the settlement legislation to refer to those statements of association;

Interpretation

5.12.2 that the only purposes of the statutory acknowledgement are as provided in clauses 5.12.4-5.12.16;

5.12.3 that if a statutory acknowledgement relates only to a river, "river":

- (a) means:
 - (i) a continuously or intermittently flowing body of fresh water, including a stream and modified watercourse; and
 - (ii) the bed of that river, but
- (b) does not include:
 - (i) a part of the bed of the river that is not owned by the Crown;
 - (ii) land that the waters of the river do not cover at its fullest flow without overlapping its banks;
 - (iii) an artificial watercourse; or
 - (iv) a tributary flowing into the river;

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5: CULTURAL REDRESS NOT REQUIRING VESTING OF LAND

Relevant consent authorities and Environment Court to have regard to the statutory acknowledgement

- 5.12.4 that from the effective date, and without limiting its obligations under the Resource Management Act 1991:
- (a) a relevant consent authority must have regard to the statutory acknowledgement relating to a statutory area in forming an opinion in accordance with sections 93 to 94C of the Resource Management Act 1991 as to whether the governance entity is a person who may be adversely affected by the granting of a resource consent for activities within, adjacent to, or impacting directly on the statutory area; and
 - (b) the Environment Court must have regard to the statutory acknowledgement relating to a statutory area in determining, under section 274 of the Resource Management Act 1991, whether the governance entity is a person having an interest greater than the public generally in proceedings in respect of an application for a resource consent for activities within, adjacent to, or impacting directly on a statutory area;

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

- 5.12.5 that from the effective date, the New Zealand Historic Places Trust and the Environment Court must have regard to the statutory acknowledgement relating to a statutory area:
- (a) in forming an opinion under section 14(6)(a) of the Historic Places Act 1993; or
 - (b) for the purpose of section 20(1) of the Historic Places Act 1993;
- as to whether the governance entity is (or, for the purposes of section 14(6)(a), may be) a person directly affected in relation to an archaeological site (as defined in section 2 of that Act) within the statutory area;

Recording of statutory acknowledgement on statutory plans

- 5.12.6 that from the effective date, relevant consent authorities must attach to all statutory plans that wholly or partially cover a statutory area, information recording the statutory acknowledgement in relation to that statutory area;
- 5.12.7 that the attachment of information to a statutory plan under clause 5.12.6:
- (a) must include the relevant provisions of the settlement legislation in full, the description of the statutory area and the statement of association; and
 - (b) is for the purposes of public notice only and the information is not:

5: CULTURAL REDRESS NOT REQUIRING VESTING OF LAND

- (i) part of the statutory plan (unless adopted by the relevant consent authority); or
- (ii) subject to the provisions of the First Schedule to the Resource Management Act 1991;

Distribution of resource consent applications to the governance entity

- 5.12.8 that each relevant consent authority must for a period of 20 years from the effective date, provide to the governance entity a summary of applications for resource consents received by that consent authority for activities within, adjacent to, or impacting directly on a statutory area;
- 5.12.9 that the information provided under clause 5.12.8 must be:
- (a) the same as would be given under section 93 of the Resource Management Act 1991 to persons likely to be adversely affected, or as may be agreed between the governance entity and the relevant consent authority from time to time; and
 - (b) provided as soon as reasonably practicable after the application is received and before a determination is made in accordance with sections 93 to 94C of the Resource Management Act 1991;
- 5.12.10 that the governance entity may, by notice in writing to a relevant consent authority:
- (a) waive its rights under clause 5.12.8 and/or clause 5.12.9; and
 - (b) state the scope of the waiver and the period it applies for;
- 5.12.11 that clauses 5.12.8-5.12.10 do not affect the obligation of a relevant consent authority to:
- (a) notify an application in accordance with sections 93 to 94C of the Resource Management Act 1991; or
 - (b) form an opinion as to whether the governance entity is a person who may be adversely affected under those sections;

Use of statutory acknowledgement with submissions

- 5.12.12 that the governance entity, or a member of Ngāti Apa (North Island), may cite the statutory acknowledgement as evidence of the association of Ngāti Apa (North Island) with a statutory area, in submissions to, and proceedings before, a relevant consent authority, the Environment Court, or the New Zealand Historic Places Trust concerning activities within, adjacent to, or impacting directly on the statutory area;

5: CULTURAL REDRESS NOT REQUIRING VESTING OF LAND

Content of statement of association not binding

- 5.12.13 that the content of a statement of association is not, by virtue of the statutory acknowledgement, binding as deemed fact on a relevant consent authority, the Environment Court, the New Zealand Historic Places Trust, parties to proceedings before those bodies, or any other person able to participate in those proceedings, but the content of a statement of association may be taken into account by them;

Other association with a statutory area

- 5.12.14 that neither the governance entity, nor a member of Ngāti Apa (North Island), is precluded by this part from stating that Ngāti Apa (North Island) has an association with a statutory area that is not described in the statutory acknowledgement, and the content and existence of the statutory acknowledgement do not limit any such statement;

General provisions

- 5.12.15 that the statutory acknowledgement does not (except as expressly provided in clauses 5.12.1-5.12.14):

- (a) affect, and may not be taken into account by, any person exercising a power or performing a function or duty under legislation or a bylaw;
- (b) affect the lawful rights or interests of any person; or
- (c) grant, create or provide evidence of an estate or interest in, or rights relating to, a statutory area; and

- 5.12.16 that except as expressly provided in clause 5.12.1-5.12.14, a person, in considering a matter or making a decision or recommendation under legislation or a bylaw, must not give greater or lesser weight to a statement of association than the person would give if the statement of association was not referred to by the settlement legislation.

Amendment to the Resource Management Act 1991

- 5.13 The settlement legislation will amend Schedule 11 of the Resource Management Act 1991 by inserting the short title to the settlement legislation in that schedule.

DEED OF RECOGNITION

Crown to provide deed of recognition

- 5.14 The Crown must, by or on the settlement date, provide the governance entity with two copies of a deed of recognition signed by the Minister of Conservation and on the terms and conditions set out in part 8 of the schedule in respect of those parts of the areas described in part 7 of the schedule that are owned and managed by the Crown.

5: CULTURAL REDRESS NOT REQUIRING VESTING OF LAND

Signing and return of the deed of recognition by the governance entity

- 5.15 The governance entity must:
- 5.15.1 sign both copies of the deed of recognition provided to it by the Crown under clause 5.14; and
 - 5.15.2 return one signed copy of the deed of recognition to the Crown by no later than 10 business days after the settlement date.

Deed of recognition requires consultation with governance entity

- 5.16 The deed of recognition must provide that the Minister of Conservation must, if undertaking the activities specified in that deed in relation to or within the area to which the deed applies, consult and have regard to the views of the governance entity concerning the association of Ngāti Apa (North Island) with that area.

Termination of deed of recognition

- 5.17 Ngāti Apa (North Island) acknowledges that the Taukoro Conservation Area may be the subject of redress discussions in Whanganui settlement negotiations. The Crown and the mandated Whanganui negotiators may propose to Nga Uri o Ngati Tukorero, through a publicly notified meeting of Ngati Tukorero, redress that requires the termination of the deed of recognition in respect of the Taukoro Conservation Area.
- 5.18 The deed of recognition terminates in respect of its area (or part of it) if:
- 5.18.1 the governance entity and the Minister of Conservation agree in writing that the deed of recognition is no longer appropriate for the area concerned;
 - 5.18.2 the area concerned is disposed of by the Crown;
 - 5.18.3 the Minister of Conservation ceases to be responsible for the activities specified in the deed of recognition in relation to or within the area concerned and they are transferred to another person or official within the Crown; or
 - 5.18.4 Ngati Tukorero accepts redress that requires the termination of the deed of recognition in respect of the Taukoro Conservation Area pursuant to clause 5.17.
- 5.19 If the deed of recognition terminates in relation to an area under clause 5.18.3, the Crown will take reasonable steps to ensure that the governance entity continues to have input into the relevant activities in relation to or within the area concerned as provided in clause 5.16, through negotiation with the new person or official within the Crown that is responsible for those activities. In negotiating with the new person or official the Crown will consult with the governance entity and will take reasonable steps to ensure that the views of the governance entity are taken into account during any process of negotiations.

5: CULTURAL REDRESS NOT REQUIRING VESTING OF LAND

5.20 The Crown will provide the governance entity at least two months' notice before disposing of the area or transferring responsibility for activities to another person or organisation.

Settlement Legislation

5.21 The settlement legislation will provide that:

5.21.1 the Minister of Conservation may:

- (a) enter into the deed of recognition with the governance entity in respect of the land to which the deed applies; and
- (b) amend the deed of recognition by entering into a deed with the governance entity to amend the deed of recognition; and

5.21.2 the deed of recognition does not:

- (a) affect, and may not be taken into account by, any person exercising a power or performing a function or duty under legislation or a bylaw;
- (b) affect the lawful rights or interests of any person who is not a party; or
- (c) grant, create or provide evidence of an estate or interest in, or rights relating to, the land to which the deed applies.

NEW OFFICIAL GEOGRAPHIC NAME

5.22 The settlement legislation will provide that:

5.22.1 for the purpose of this clause 5.22:

- (a) **"new official geographic name"**:
 - (i) means the name to which the existing official geographic name is altered under clause 5.22.2; and
 - (ii) includes any alteration to the new official geographic name made under clause 5.22.5; and
- (b) **"New Zealand Geographic Board"** means the board continued under section 7 of the New Zealand Geographic Board (Nga Pou Taunaha o Aotearoa) Act 2008;

5.22.2 the existing official geographic name in the first column of the table set out in part 9 of the schedule is altered to the official geographic name set out opposite it in the second column of that table as at the settlement date;



NGĀTI APA (NORTH ISLAND) DEED OF SETTLEMENT

5: CULTURAL REDRESS NOT REQUIRING VESTING OF LAND

- 5.22.3 the alteration made under clause 5.22.2 is to be treated as having been made by the New Zealand Geographic Board in accordance with the New Zealand Geographic Board (Nga Pou Taunaha o Aotearoa) Act 2008;
- 5.22.4 the New Zealand Geographic Board must, as soon as is reasonably practicable after the settlement date comply with sections 21(2) and (3) of the New Zealand Geographic Board (Nga Pou Taunaha o Aotearoa) Act 2008 as if the alteration under clause 5.22.3 were a determination referred to in section 21(1) of that Act;
- 5.22.5 despite the New Zealand Geographic Board (Nga Pou Taunaha o Aotearoa) Act 2008, the New Zealand Geographic Board may, with the consent of the governance entity, alter the official geographic name altered under this clause 5.22;
- 5.22.6 clause 5.22.4 applies, with any necessary modifications, to an alteration made under clause 5.22.5; and
- 5.22.7 the official geographic name altered under clause 5.22.2 or clause 5.22.5 takes effect on publication of the notice under clause 5.22.4.

NEW RESERVE NAME

- 5.23 The settlement legislation will provide that despite sections 16(10) and 16(10A) of the Reserves Act 1977, the name of the Round Bush Scenic Reserve is altered to be the Omarupapako/Round Bush Scenic Reserve.
- 5.24 The Department of Conservation will facilitate discussions between Ngāti Apa and Whanganui iwi regarding the part of the Whitiau Scenic Reserve to be vested in Ngāti Apa, to seek to reach an agreement on a proposed name for that land and for that agreed proposed name to be considered by the New Zealand Geographic Board.

CASH PAYMENT

- 5.25 As provided for in clause 7.2, prior to the settlement date the Crown must make a certain payment to the governance entity which the governance entity can, at its discretion, apply towards the cultural purposes specified in clause 7.2.

PURPOSE OF CERTAIN RELATIONSHIP REDRESS

- 5.26 The parties acknowledge that the protocols and the deed of recognition:
- 5.26.1 are to assist the governance entity to be consulted about, or provide input into, certain decision-making processes of relevant departments; but
- 5.26.2 do not override or diminish:
- (a) the requirements of legislation;

NGĀTI APA (NORTH ISLAND) DEED OF SETTLEMENT

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- (b) the functions, duties, and powers of Ministers, officials and others under legislation; or
- (c) the rights of Ngāti Apa (North Island), or a representative entity for Ngāti Apa (North Island), under legislation.

CROWN'S ABILITY TO PROVIDE OTHER CULTURAL REDRESS

5.27 The settlement legislation will provide that:

5.27.1 the parties acknowledge that the provision of cultural redress (including the protocols, the statutory acknowledgement and the deeds of recognition) does not prevent the Crown from doing anything that is consistent with that cultural redress including:

- (a) providing the same or similar redress to a person other than Ngāti Apa (North Island) or the governance entity; or
- (b) disposing of land; and

5.27.2 clause 5.27.1 is not an acknowledgement by Ngāti Apa (North Island) or the Crown that any other iwi or group has interests in relation to land or an area to which any cultural redress relates.

MANAGEMENT OF SPORTS FISH AND GAME – LAKE KOITIATA SCENIC RESERVE

5.28 Ngāti Apa (North Island) and the Crown acknowledge and confirm that they will explore entering into an agreement with the Wellington Fish and Game Council for the management by the Wellington Fish and Game Council of sports fish and game on Lake Koitiata Scenic Reserve.

6: CULTURAL REDRESS VESTING LAND

6 CULTURAL REDRESS VESTING LAND

VESTING OF CULTURAL REDRESS PROPERTIES

6.1 The settlement legislation will provide:

Interpretation

6.1.1 that each of the following sites (being the cultural redress properties) means the land described by that term in part 10 of the schedule:

Papakainga properties

- (a) AgResearch Lands;
- (b) Parewanui School;
- (c) Part of the Santoft Forest;
- (d) Part of the Lismore Sand Forest;
- (e) Kauangaroa School;

Wahi tapu properties

- (f) Pukepuke Lagoon House;
- (g) Waimahora Stream site;
- (h) Lake Koitiata site;
- (i) Marton Golf Course;
- (j) Lake Hickson site;
- (k) Lake William site;
- (l) Mōtū Karaka;
- (m) Ruatangata site;
- (n) Pākiki;
- (o) Lake Ngaruru site;

6: CULTURAL REDRESS VESTING LAND

(p) Pakapakatea; and

(q) Waitapu;

Papakainga properties vest in fee simple

6.1.2 that the Part of the Santoft Forest site ceases to be Crown forest land;

6.1.3 that the Part of the Lismore Sand Forest site ceases to be Crown forest land;

6.1.4 that section 23 of the Crown Forest Assets Act 1989 applies in relation to the Part of the Santoft Forest site and the Part of the Lismore Sand Forest site, at all times (including before the settlement date):

(a) despite the sites not being Crown forest land and not being returned to Māori ownership in accordance with section 36 of that Act; and

(b) as if reference to the "Licensor" were a reference to the owner of the fee simple estate in the sites;

6.1.5 that the fee simple estate in the Papakainga properties vests in the governance entity;

Other sites that vest in fee simple

Pukepuke Lagoon House

6.1.6 that the Pukepuke Lagoon House ceases to be a conservation area under the Conservation Act 1987;

6.1.7 that the fee simple estate in the Pukepuke Lagoon House vests in the governance entity;

6.1.8 that the Crown must sign and provide the governance entity, by or on the settlement date, with a registrable right of way easement that provides the governance entity with access to the Pukepuke Lagoon House, over the route hatched red (subject to survey) on the plan attached in part 13 of the schedule and on the terms and conditions set out in part 13 of the schedule (the "Pukepuke Lagoon House easement");

6.1.9 that, to further ensure that the governance entity has access to Pukepuke House Lagoon, the Crown must sign, before the settlement date, registrable variations of the existing easements affecting access to the Pukepuke Lagoon House, being:

(a) easement instrument B212575.3 is varied as it relates to easement area "C" on DP 70917:

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- (i) by inserting the following sentence after the first sentence of the proviso at the end of clause 4(c) of the easement instrument:

“The term invitees shall include all invitees of the [governance entity]”; and
 - (ii) by inserting the word “also” between the words “The term invitees shall” and “include the several persons of Maori descent . . .” in the original second sentence of the proviso at the end of clause 4(c) of the easement instrument; and
- (b) deed granting easement dated 15 June 1999, to be varied:
- (i) by inserting the following after the first sentence in the definition of “Secondary Users” in clause 1.1 of the deed granting easement:

“The term invitees shall include all invitees of the [governance entity]”; and
 - (ii) by inserting, in the definition of “Secondary Users” in clause 1.1 of the deed granting easement, the word “also” between the words “The term invitees shall” and “include the several persons of Maori descent . . .” in the original second sentence of the definition;

Waimahora Stream site

- 6.1.10 that the Waimahora Stream site ceases to be a conservation area under the Conservation Act 1987;
- 6.1.11 that the fee simple estate in the Waimahora Stream site vests in the governance entity;
- 6.1.12 that clauses 6.1.10 and 6.1.11 are subject to the governance entity providing to the Crown a registrable covenant in relation to the site:
 - (a) for the preservation of the reserve and conservation values of that land and public access; and
 - (b) as set out in part 11 of the schedule (the “**Waimahora Stream site covenant**”);
- 6.1.13 that the Waimahora Stream site covenant is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act 1977 and section 27 of the Conservation Act 1987;

6: CULTURAL REDRESS VESTING LAND

Lake Hickson site

- 6.1.14 that the fee simple estate in the Lake Hickson site vests in the governance entity;
- 6.1.15 that the vesting of the Lake Hickson site in the governance entity under clause 6.1.14 does not give any rights to, or impose any obligations on, the governance entity in relation to:
- (a) the waters of Lake Hickson; or
 - (b) the aquatic life of Lake Hickson (other than plants attached to the Lake Hickson site);

Lake William site

- 6.1.16 that the fee simple estate in the Lake William site vests in the governance entity;
- 6.1.17 that the vesting of the Lake William site in the governance entity under clause 6.1.16 does not give any rights to, or impose any obligations on, the governance entity in relation to:
- (a) the waters of Lake William; or
 - (b) the aquatic life of Lake William (other than plants attached to the Lake William site); and
- 6.1.18 that to the extent that the Lake William site has moveable boundaries, those boundaries will be governed by the common law rules of accretion, erosion or avulsion;

Ruatangata site

- 6.1.19 that the fee simple estate in the Ruatangata site vests in the governance entity;
- 6.1.20 that clause 6.1.19 is subject to the governance entity providing to the Crown a registrable right of way easement in gross in favour of the New Zealand Railways Corporation over that part of the proposed right of way shown hatched in red on SO Plan 402234 in part 28 of the schedule (subject to survey) on the terms and conditions set out in part 12 of the schedule (the "Ruatangata site easement");
- 6.1.21 that the Ruatangata site lease is amended as follows:
- (a) all references to "the District Railway Engineer" and "the said Engineer" are references instead to "the Lessor";

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- (b) the reference to "the General Manager of Railways such consent to be first had and obtained by application to" in clause 3 shall be deleted;
- (c) the un-numbered clauses following clause 13 shall be numbered clauses 14 to 17;
- (d) the reference to "the General Manager of Railways or any person authorised by him may in any of such cases in the name and on behalf of the Lessor" in clause 16 shall be deleted and replaced with "the Lessor may"; and
- (e) clause 17 shall be deleted and replaced with the following: "When any notice is to be given by the Lessor, such notice may be signed by a person acting under the express or implied authority of the Lessor and be either left on the land hereby demised or sent by letter addressed to the Lessee at the then or last known abode or place of business of the Lessee and it is hereby further declared that no covenants whatever shall be implied herein on the part of the Lessor";

Lake Ngaruru site

- 6.1.22 that the Lake Ngaruru site ceases to be a conservation area under the Conservation Act 1987;
- 6.1.23 that the fee simple estate in the Lake Ngaruru site vests in the governance entity;
- 6.1.24 that clauses 6.1.22 and 6.1.23 are subject to the governance entity providing to the Crown a registrable covenant in relation to the Lake Ngaruru site:
 - (a) for the preservation of the reserve values of that land; and
 - (b) as set out in part 11 of the schedule (the "**Lake Ngaruru site covenant**");
- 6.1.25 that the Lake Ngaruru site covenant is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act 1977;
- 6.1.26 that the vesting of the Lake Ngaruru site in the governance entity under clause 6.1.23 does not give any rights to, or impose any obligations on, the governance entity in relation to:
 - (a) the waters of Lake Ngaruru; or
 - (b) the aquatic life of Lake Ngaruru (other than the plants attached to the Lake Ngaruru site);
- 6.1.27 that to the extent that the Lake Ngaruru site has moveable boundaries, those boundaries will be governed by the common law rules of accretion, erosion or avulsion;

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Sites that vest in fee simple to be administered as scenic reserve

Lake Koitiata site

- 6.1.28 that the reservations of the Lake Koitiata site as a government purpose wildlife management reserve subject to section 22 of the Reserves Act 1977 and as a wildlife management reserve subject to section 14A of the Wildlife Management Act 1953 are revoked;
- 6.1.29 that the fee simple estate in the Lake Koitiata site vests in the governance entity;
- 6.1.30 that the Lake Koitiata site is declared a reserve and classified as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act 1977;
- 6.1.31 that despite sections 16(10) and 16(10A) of the Reserves Act 1977, the name of the reserve created under clause 6.1.30 is Lake Koitiata Scenic Reserve;
- 6.1.32 that the vesting of the Lake Koitiata site in the governance entity under clause 6.1.29 does not give any rights to, or impose any obligations on, the governance entity in relation to:
- (a) the waters of Lake Koitiata; and
 - (b) the aquatic life of Lake Koitiata (other than plants attached to the Lake Koitiata site);
- 6.1.33 that the governance entity may exercise the powers of the Minister of Conservation under section 50 of the Reserves Act 1977 to authorise any person subject to such conditions as it may impose, to carry out hunting or recreational fishing in Lake Koitiata Scenic Reserve;
- 6.1.34 that, for the purposes of section 17M(2) of the Conservation Act 1987, the governance entity is an organisation which must be consulted on the preparation, approval, review, or amendment of a sports fish and game management plan affecting or including Lake Koitiata Scenic Reserve;

Motu Karaka

- 6.1.35 that the reservation of Motu Karaka as a scenic reserve subject to section 19 of the Reserves Act 1977 is revoked;
- 6.1.36 that the fee simple estate in Motu Karaka vests in the governance entity;
- 6.1.37 that Motu Karaka is declared a reserve and classified as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act 1977;

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Pakiki

- 6.1.38 that the reservation of Pakiki as a scenic reserve subject to section 19 of the Reserves Act 1977 is revoked;
- 6.1.39 that the fee simple estate in Pakiki vests in the governance entity;
- 6.1.40 that Pakiki is declared a reserve and classified as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act 1977;
- 6.1.41 that despite sections 16(10) and 16(10A) of the Reserves Act 1977, the name of the reserve created under clause 6.1.40 is Pakiki Scenic Reserve;

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

Marlon Golf Course

- 6.1.42 that the reservation of the Marlon Golf Course as a recreation reserve subject to section 17 of the Reserves Act 1977 is revoked;
- 6.1.43 that the fee simple estate in the Marlon Golf Course vests in the governance entity;
- 6.1.44 that the Marlon Golf Course is declared a reserve and classified as a recreation reserve subject to section 17 of the Reserves Act 1977;
- 6.1.45 that despite sections 16(10) and 16(10A) of the Reserves Act 1977, the name of the reserve created under clause 6.1.44 is the Marlon Golf Course;
- 6.1.46 that the lessor under the Marlon Golf Course lease is entitled to receive and use the annual rent payable under the lease for any purpose, despite the provisions of the Reserves Act 1977;

Sites that vest in fee simple to be controlled and managed by local authority

Pakapakatea

- 6.1.47 that the reservation of Pakapakatea as a local purpose reserve, for the purpose of soil conservation and river control, subject to section 23 of the Reserves Act 1977 is revoked;
- 6.1.48 that the fee simple estate in Pakapakatea vests in the governance entity;
- 6.1.49 that Pakapakatea is declared a reserve and classified as a local purpose reserve, for the purpose of soil conservation and river control, subject to section 23 of the Reserves Act 1977;

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- 6.1.50 that despite section 16(10) of the Reserves Act 1977, the name of the reserve created under clause 6.1.49 is Pakapakatea Local Purpose Reserve;
- 6.1.51 that the Manawatu-Wanganui Regional Council is the administering body of the reserve for the purposes of the Reserves Act 1977 and has the functions, obligations and powers of an administering body under that Act, as if the Council had been appointed to control and manage the reserve under section 28 of that Act;

Waitapu

- 6.1.52 that the reservation of Waitapu as a reserve for soil conservation and river control purposes subject to the Reserves Act 1977 is revoked;
- 6.1.53 that the fee simple estate in Waitapu vests in the governance entity;
- 6.1.54 that Waitapu is declared a reserve and classified as a local purpose reserve, for the purpose of soil conservation and river control, subject to section 23 of the Reserves Act 1977;
- 6.1.55 that despite section 16(10) of the Reserves Act 1977, the name of the reserve created under clause 6.1.54 is Waitapu Local Purpose Reserve; and
- 6.1.56 that the Manawatu-Wanganui Regional Council is the administering body of the reserve for the purposes of the Reserves Act 1977 and has the functions, obligations and powers of an administering body under that Act, as if the Council had been appointed to control and manage the reserve under section 28 of that Act.

Governance entity to sign documents

- 6.2 On or before the settlement date the governance entity must sign and return to the Crown in relation to:
- 6.2.1 the Waimahora Stream site, the Waimahora Stream site covenant;
- 6.2.2 the Lake Ngaruru site, the Lake Ngaruru site covenant; and
- 6.2.3 the Ruatangata site, the Ruatangata site easement.

Crown to maintain in current state and condition

- 6.3 The Crown must maintain and administer each cultural redress property (except if it is not administered by the Crown) between the date of this deed and the settlement date:
- 6.3.1 in substantially the same condition, including the condition and state of title, as it is in at the date of this deed (subject to events beyond the control of the Crown); and

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6.3.2 in accordance with the Crown's existing management and administration practices for that property.

6.4 Ngāti Apa (North island) will not have any recourse or claim against the Crown in relation to the state and/or condition of a cultural redress property except for a breach of clause 6.3.

Warranty in relation to disclosure information

6.5 The Crown warrants to the governance entity that, at the date of this deed, the disclosure information is all the material information relating to the cultural redress properties that is in the Crown's records as owner.

No other warranties

6.6 Except as provided in clause 6.5, the Crown gives no representation or warranty (whether express or implied) with respect to:

6.6.1 a cultural redress property including as to its ownership, management, occupation, physical condition, fitness for use or compliance with:

(a) any legislation including by-laws; or

(b) any enforcement or other notice, requisition or proceeding issued by an authority; or

6.6.2 the completeness or accuracy of the disclosure information relating to a cultural redress property.

Ability of Ngāti Apa (North Island) to inspect

6.7 Ngāti Apa (North Island) acknowledge that (although the Crown is not giving any representation or warranty in relation to any cultural redress property except as provided in clause 6.5) Ngāti Apa (North Island) had the opportunity prior to the date of this deed (in addition to being able to examine the disclosure information) to:

6.7.1 inspect each cultural redress property; and

6.7.2 determine its state and condition.

Access

6.8 Other than as provided under this deed, the Crown will not make arrangements for access by Ngāti Apa (North Island) to a cultural redress property following its vesting in the governance entity.

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Survey

- 6.9 If the boundaries of a cultural redress property or the route of the Ruatangata site easement or Pukepuke Lagoon House easement, have not been determined sufficiently for the purpose of creating a computer freehold register, the Crown will arrange for:
- 6.9.1 it to be surveyed; and
- 6.9.2 the survey plan to be prepared and approved (and, where applicable, deposited).

Costs

- 6.10 The Crown will pay any survey and registration costs, and any other costs agreed by the Crown and Ngāti Apa (North Island), required to vest the cultural redress properties in the governance entity.

Settlement legislation in relation to cultural redress properties

- 6.11 The settlement legislation will provide that:

Date of vesting of cultural redress properties

- 6.11.1 the cultural redress properties vest on the settlement date;

Encumbrances

- 6.11.2 the vesting of each cultural redress property is subject to any relevant encumbrances;

Title to cultural redress properties

- 6.11.3 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 must, on written application by an authorised person:
- (a) register the governance entity as the proprietor of the fee simple estate in that land; and
- (b) make any entries in the register, and do all other things that may be necessary to give effect to this part;
- 6.11.4 to the extent that a cultural redress property is not all of the land contained in a computer freehold register, or there is no computer freehold register for all or part of that property or the computer freehold register for all or part of that property is limited as to parcels, the Registrar-General must, in accordance with an application received from an authorised person:

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- (a) create 1 or more computer freehold registers for the fee simple estate in the property in the name of the governance entity; and
 - (b) enter on the register any encumbrances that are registered, notified or notifiable and that are described in the application;
- 6.11.5 clause 6.11.4 applies subject to the completion of any survey necessary to create the computer freehold register;
- 6.11.6 a computer freehold register must be created under this section as soon as is reasonably practicable after the settlement date, but no later than:
- (a) 24 months after the settlement date; or
 - (b) any later date that may be agreed in writing by the governance entity and the Crown;

Application of Part 4A of Conservation Act 1987

- 6.11.7 in clauses 6.11.8-6.11.19, **reserve site** means each of the following cultural redress properties:
- (a) Lake Kōitiata site;
 - (b) Motu Karaka;
 - (c) Pakiki;
 - (d) Marton Golf Course;
 - (e) Pakapakatea; and
 - (f) Waitapu;
- 6.11.8 the vesting of the fee simple estate in a cultural redress property under this part is a disposition for the purposes of Part 4A of the Conservation Act 1987, but sections 24(2A), 24A, and 24AA of that Act do not apply to the disposition;
- 6.11.9 despite clause 6.11.8:
- (a) the rest of section 24 of the Conservation Act 1987 does not apply to the vesting of:
 - (i) a reserve site under clauses 6.1.29, 6.1.36, 6.1.39, 6.1.43, 6.1.48 and 6.1.53;

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- (ii) the Lake Hickson site;
- (iii) the Lake William site; or
- (iv) the Lake Ngaruru site;

6.11.10 if the reservation under this part of a reserve site is revoked in relation to all or part of the site, then the site's vesting referred to in clause 6.11.9(a)(i) is no longer exempt from the rest of section 24 of the Conservation Act 1987 in relation to all or that part of the site, as the case may be;

6.11.11 the Registrar-General must record on the computer freehold register for:

- (a) a reserve site that the land is subject to Part 4A of the Conservation Act 1987, but that section 24 of that Act does not apply, and that the land is subject to clause 6.11.10;
- (b) each of the following sites that the land is subject to Part 4A of the Conservation Act 1987, but that section 24 of that Act does not apply:
 - (i) the Lake Hickson site;
 - (ii) the Lake William site; and
 - (iii) the Lake Ngaruru site; and
- (c) any other cultural redress property that the land is subject to Part 4A of the Conservation Act 1987;

6.11.12 a notification made under clause 6.11.11 that the 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;

6.11.13 if the reservation under this part of a reserve site is revoked in relation to:

- (a) all of the site, then the Director-General must apply in writing to the Registrar-General to remove from the computer freehold register for the site the notifications that:
 - (i) section 24 of the Conservation Act 1987 does not apply to the site; and
 - (ii) the site is subject to clause 6.11.10; or
- (b) part of the site, then the Registrar-General must ensure that the notifications referred to in clause 6.11.13(a) remain only on the

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computer freehold register for the part of the site that is left as a reserve;

Application of Reserves Act to reserve sites

- 6.11.14 subject to clauses 6.1.51 and 6.1.56, the governance entity is the administering body of a reserve site for the purposes of the Reserves Act 1977;
- 6.11.15 sections 48A, 114, and 115 of the Reserves Act 1977 apply to a reserve site, despite sections 48A(6), 114(5), and 115(6) of that Act;
- 6.11.16 sections 78(1)(a), 79-81, and 88 of the Reserves Act 1977 do not apply in relation to a reserve site;
- 6.11.17 if the reservation under this part of a reserve site is revoked under section 24 of the Reserves Act 1977 in relation to all or part of the site, section 25 of that Act, except subsection (2), does not apply to the revocation;
- 6.11.18 clauses 6.11.15 and 6.11.16 do not apply to the Pakapakatea and Waitapu reserve sites;

Subsequent transfer of reserve land

- 6.11.19 clauses 6.11.20-6.11.25 apply to all, or the part, of a reserve site that, at any time after vesting under the settlement legislation in the governance entity, remains a reserve under the Reserves Act 1977 (the "reserve land");
- 6.11.20 the fee simple estate in the reserve land may be transferred to any other person only in accordance with clauses 6.11.21-6.11.25, despite any other enactment or rule of law;
- 6.11.21 the Minister of Conservation must give written consent to the transfer of the fee simple estate in the reserve land to another person or persons (the "new owners") if, upon written application, the registered proprietors of the reserve land satisfy the Minister of Conservation that the new owners are able to:
 - (a) comply with the requirements of the Reserves Act 1977; and
 - (b) perform the duties of an administering body under the Reserves Act 1977;
- 6.11.22 the Registrar-General of Land must, upon receiving the documents specified in clause 6.11.23, register the new owners as the proprietors of the fee simple estate in the reserve land;
- 6.11.23 the documents are:

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

6.11.24 the new owners, from the time of registration under clause 6.11.22:

- (a) are the administering body of the reserve land for the purposes of the Reserves Act 1977; and
- (b) hold the reserve land for the same reserve purposes as it was held by the administering body immediately before the transfer;

6.11.25 despite clauses 6.11.19 and 6.11.20, clauses 6.11.21-6.11.24 do not apply to the transfer of the fee simple estate in the reserve land if:

- (a) the transferors of the reserve land are or were trustees of a trust;
- (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 clauses 6.11.25(a) and (b) apply;

Application of other enactments

6.11.26 sections 24 and 25 of the Reserves Act 1977 do not apply to a revocation under the settlement legislation of the reserve status of a cultural redress property;

6.11.27 section 11 and Part 10 of the Resource Management Act 1991 do not apply to:

- (a) the vesting of the fee simple estate in a cultural redress property under the settlement legislation; or
- (b) a matter incidental to, or required for the purpose of, that vesting;

6.11.28 the vesting of the fee simple estate in a cultural redress property under the settlement legislation does not:

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- (a) limit sections 10 or 11 of the Crown Minerals Act 1991; or
 - (b) affect other rights to sub-surface minerals;
- 6.11.29 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 that may be required to fulfil the terms of this deed in relation to a cultural redress property;
- 6.11.30 the Minister of Conservation may grant all easements required by this deed in relation to lands held under the Conservation Act for conservation purposes;
- 6.11.31 every easement granted under clause 6.11.30:
- (a) is registrable under section 17ZA(2) of the Conservation Act as if it were a deed to which that provision applied; and
 - (b) is enforceable in accordance with its terms despite Part 3B of that Act; and
- 6.11.32 such other provisions as are necessary or desirable to give effect to this part.

Application of certain payments

- 6.12 The Minister of Conservation may direct that any intra-Crown payment for Motu Karaka, Pakiki, Marton Golf Course, the Lake Koitiata site, Pakapakatea and Waitapu be paid and applied in purchasing or taking on lease, managing and administering, maintaining, protecting, improving and developing reserves of any classification or as consideration for a conservation covenant.
- 6.13 A direction by the Minister of Conservation under clause 6.12 is to be treated as a direction under section 82(1)(a) of the Reserves Act.

EX GRATIA PAYMENT

- 6.14 The Crown will pay the costs of the clearance of two Papakainga properties, being Part of the Lismore Sand Forest and Part of the Santoft Forest, up to a maximum of \$250,000 plus GST, to the governance entity following completion of the works and upon presentation of an appropriate GST tax invoice and such other evidence of the cost of the works as the Crown may reasonably require.
- 6.15 The payment under clause 6.14 is not redress provided to Ngāti Apa (North Island) in settlement of the historical claims but is an ex gratia payment to be applied by the governance entity for the specific purpose referred to in that clause.

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CASH PAYMENTS

Amount

- 7.1 The aggregate value of the financial and commercial redress is \$16,000,000, being the sum of:
- 7.1.1 the redress value of the settlement licensed land, being \$10,100,000;
 - 7.1.2 the interim settlement amount, being \$1,000,000; and
 - 7.1.3 the cash settlement amount, being \$4,900,000.

Payment of interim settlement amount

- 7.2 The interim settlement amount:
- 7.2.1 is provided as redress in settlement of the historical claims and has been calculated having regard to the fact that the governance entity may, at its discretion, apply some or all of such amount to:
- (a) prepare and implement a long-term cultural redevelopment plan;
 - (b) compile a comprehensive historical record; and
- 7.2.2 shall be paid by the Crown to the governance entity immediately after:
- (a) this deed has been initialled;
 - (b) Ngāti Apa (North Island) has established a governance entity;
 - (c) the Crown is satisfied that the requirements of clause 9.1.1 in relation to the governance entity have been met; and
 - (d) the governance entity has signed the deed of covenant.

Payment of cash settlement amount

- 7.3 The Crown must pay the cash settlement amount to the governance entity on the settlement date.

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SETTLEMENT LICENSED LAND

Transfer of settlement licensed land

- 7.4 The Crown must transfer the settlement licensed land to the governance entity on the settlement date subject to, and where applicable with the benefit of, all relevant encumbrances.
- 7.5 The transfer of the settlement licensed land by the Crown to the governance entity under clause 7.4 will be on the terms set out in part 15 of the schedule.

Settlement legislation relating to transfer of settlement licensed land

- 7.6 The settlement legislation will provide that:
- 7.6.1 the settlement licensed land ceases to be Crown forest land upon the registration of the transfer of the fee simple estate in the land to the governance entity but, although the settlement licensed land does not cease to be Crown forest land until that date, neither the Crown nor any court or tribunal may do any thing, or omit to do any thing if that act or omission would, between the settlement date and the date of registration, be consistent with the Crown Forest Assets Act 1989, but inconsistent with this part;
- 7.6.2 in relation to the settlement licensed land:
- (a) with effect from the settlement date, the governance entity will be a "Confirmed Beneficiary" under clause 11.1 of the trust deed of the Crown Forestry Rental Trust dated 30 April 1990 (that is, the governance entity will become entitled to Rental Proceeds (as defined in that trust deed) payable since the commencement of each Crown forestry licence) and all the provisions of that trust deed apply on that basis;
 - (b) with effect from the settlement date and in respect of each Crown forestry licence, the Crown must give notice under section 17(4)(b) of the Crown Forest Assets Act 1989 even though the Waitangi Tribunal has not made a recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the return of the settlement licensed land, and the notice will have effect as if such a recommendation had been made and had become final;
 - (c) with effect from the settlement date, the governance entity will be the licensor under each Crown forestry licence as if the settlement licensed land had been returned to Māori ownership on the settlement date under section 36 of the Crown Forest Assets Act 1989, but section 36(1)(b) of that Act does not apply to that return;
 - (d) clauses 7.6.2(a)-(c) apply whether or not, by the settlement date:

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- (i) the transfer of the fee simple estate in the settlement licensed land has been registered; or
 - (ii) the processes described in clause 17.4 of the Crown forestry licence have been completed;
- (e) to the extent that the Crown has not completed the processes referred to in clause 7.6.2(d)(ii) before the settlement date, it must continue those processes after the settlement date, and until the processes are completed;
- (f) for the period from the settlement date until the completion of the processes referred to in clauses 7.6.2(d) and (e) the licence fee payable under the Crown forestry licence in respect of the settlement licensed land is the amount calculated in the manner described in clause 7.15;
- (g) with effect from the settlement date, references to the prospective proprietors in clause 17.4 of the Crown forestry licence must, in relation to the settlement licensed land, be read as if they were references to the governance entity; and
- (h) the Crown is empowered to grant the easements referred to in clause 7.18 and any such easement over any conservation area is:
- (i) registrable under section 17ZA(2) of the Conservation Act 1987, as if it were a deed to which that provision applied; and
 - (ii) enforceable in accordance with its terms, despite Part 3B of the Conservation Act 1987.

Provisions relating to the management of Crown forestry licence

7.7 From the date of this deed until the settlement date, the Crown must:

- 7.7.1 continue to manage the licensor's interest in the settlement licensed land prudently and having particular regard to the commercial interests of the governance entity as licensor from the settlement date;
- 7.7.2 give Ngāti Apa (North Island) (or, after the deed of covenant is signed, the governance entity) all material information (unless to do so would breach any obligation to keep that information confidential) relating to the obligation in clause 7.7.1 where practicable in sufficient time to enable Ngāti Apa (North Island) (or the governance entity, as the case may be) to make submissions to the Crown on its management of the licensor's interest in the settlement licensed land; and
- 7.7.3 in complying with clause 7.7, have particular regard to any submissions made to it by Ngāti Apa (North Island) (or by the governance entity, as the case may be) about the management of the licensor's interest in the settlement licensed land and the conduct of the licence fee reviews.

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- 7.8 From the date of this deed until the settlement date, the Crown must:
- 7.8.1 conduct any licence fee reviews in respect of the settlement licensed land in a manner that does not prejudice the governance entity's position as a prospective proprietor under each Crown forestry licence; and
 - 7.8.2 not agree a licence fee over the settlement licensed land on terms less favourable than those agreed to by the Crown over the balance of the land under each Crown forestry licence.
- 7.9 Following the settlement date:
- 7.9.1 the governance entity shall conduct the licence fee reviews insofar as they relate to the settlement licensed land; and
 - 7.9.2 the Crown shall conduct them in relation to the balance of the land under each Crown forestry licence,
- independently and in a manner that does not prejudice the other's position as licensor under the reviews.
- 7.10 The Crown shall ensure that all licence fees the Crown receives from the licensee or from any guarantor of the licensee, under each Crown forestry licence shall be paid to the Crown Forestry Rental Trust as soon as practicable so that the Crown Forestry Rental Trust is able to pay those amounts to the governance entity with effect from the settlement date.
- 7.11 The Crown shall not be in breach of clause 7.10 if such payments are received too late (whether before or after the settlement date) for it to be practicable for the Crown to pay them to the Crown Forestry Rental Trust so that the Crown Forestry Rental Trust is able to pay them to the governance entity with effect from the settlement date and, in that case, the Crown shall ensure those amounts are paid to the governance entity on the settlement date or as soon as practicable after it.
- 7.12 The Crown gives no warranty or indemnity to the governance entity that the amounts referred to in clause 7.10 will be received by the Crown but the Crown acknowledges that clause 7.7 applies to the collection of those amounts from the licensee under each Crown forestry licence and shall, accordingly, until the settlement date, take all reasonable steps to enforce payment by the licensees.
- 7.13 To the extent that clause 7.6 does not achieve the same effect, the Crown assigns to the governance entity all the Crown's rights as licensor under the Crown forestry licences insofar as they relate to the settlement licensed land and under any replacement licence entered into on conclusion of the process referred to in clause 7.26 including the right to pursue remedies against the licensee in respect of breaches by the licensee occurring before the settlement date but without limiting or affecting the Crown's rights:
- 7.13.1 relating to any failure by the licensee to pay rates in respect of a period prior to the settlement date; and

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7.13.2 to take court proceedings against, or defend court proceedings by, the licensee where:

- (a) the proceedings relate to a loss or potential loss to, or court order against, the Crown; or
- (b) the proceedings relate to a clause in the Crown forestry licence (or a replacement licence) where reference to the "Crown" or the "Crown's" is not replaced by a reference to the "Proprietor" or the "Proprietor's".

7.14 From the settlement date, the governance entity shall be responsible for all the licensor's obligations under each Crown forestry licence insofar as they relate to the settlement licensed land (other than obligations of the Crown under clause 17.4 of the Crown forestry licence), including, without limitation, the obligation to pay any overpayment to the licensee (and interest on it) on completion of a licence fee review in respect of a period prior to the settlement date.

Apportionment of licence fees

7.15 For the purposes of:

7.15.1 clauses 7.7-7.14 of this deed; and

7.15.2 clause 4.1 of each Crown forestry licence,

the licence fee attributable to the settlement licensed land until completion of the process referred to in clause 7.26 is:

$$A \times (B \div C)$$

where:

A = the licence fee for the Crown forestry licence;

B = the area of the settlement licensed land covered by the Crown forestry licence, as set out in part 14 of the schedule; and

C = the area of all the land covered by the Crown forestry licence.

Easements to be granted

7.16 On registration of the transfer of the settlement licensed land, or on completion of any necessary survey if later, the governance entity shall grant to the Crown right of way easements on the terms and conditions set out as "Type A" in part 16 of the schedule (subject to any variations in form necessary only to ensure their registration) to give effect to those descriptions of easements in the third column of part 14 of the schedule in respect of which the fourth column refers to this clause 7.16.

7.17 At any time until the registration of an easement to be granted under clause 7.16, the Crown may give notice to the governance entity that the easement is to be on the



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terms and conditions set out as "Type B" in part 16 of the schedule (subject to any variations in form necessary only to ensure its registration), in which case clause 7.16 will apply to the easement as if "Type A" were replaced by "Type B".

- 7.18 The Crown shall bear its own costs and the reasonable costs of the governance entity incurred in complying with clauses 7.16 and 7.17.
- 7.19 From the settlement date until grant of the easements under clauses 7.16 and 7.17, the governance entity and the Crown shall be bound as if the easements had been granted on the settlement date.

Public recreational access on foot and additional access

- 7.20 The governance entity acknowledges that:
- 7.20.1 pursuant to clause 6.2 of each Crown forestry licence and while the Crown is licensor, the public at all times during the term of the Crown forestry licence, have the right to enter and use the settlement licensed land for recreational purposes;
 - 7.20.2 such entry, unless the licensee expressly permits otherwise, is limited to access on foot; and
 - 7.20.3 the licensee has the discretion to control such entry and use only for reasons relating to the safety of the public or of those working on the settlement licensed land or for the protection of trees, buildings, plant, equipment and related items.
- 7.21 The governance entity further acknowledges that pursuant to clause 6.2 of each Crown forestry licence, licensees have from time to time permitted additional public access for recreational purposes, beyond the nature of the access described in clause 7.20.2, and that this may continue during the term of the Crown forestry licences at the Licensees' discretion after the settlement date and in accordance with each Crown forestry licence and despite the Crown no longer being the licensor after the settlement date.
- 7.22 Despite beneficial ownership of the settlement licensed land transferring to the governance entity on the settlement date, the Crown will prepare at its cost and execute as transferor and transferee an easement in gross in respect of the settlement licensed land on the terms and conditions set out in part 17 of the schedule (the "**public right of way easement**") (subject to any variations in form necessary only to ensure its registration) and the public right of way easement will be registered immediately prior to registration of the transfer instrument for the settlement licensed land.

Easement to be created under Crown Forest Assets Act

- 7.23 The Crown shall:

7: FINANCIAL AND COMMERCIAL REDRESS

- 7.23.1 as transferor, execute the public right of way easement by the Minister for State Owned Enterprises and the Minister of Finance under section 8 of the Crown Forest Assets Act; and
- 7.23.2 as transferee, execute the public right of way easement through the Minister of Conservation.

Settlement Legislation

- 7.24 The settlement legislation will provide that:
- 7.24.1 the public right of way easement may be granted under section 8 of the Crown Forest Assets Act and is enforceable in accordance with its terms despite its subject matter;
- 7.24.2 sections 26 and 27 of the Crown Forest Assets Act apply to any variation, renewal or cancellation under section 8(b) of that Act;
- 7.24.3 the permission of a council under section 348 of the Local Government Act is not required to lay out, form, grant, or reserve a private road, private way or right of way under this section; and
- 7.24.4 clause 6.2 of each Crown forestry licence will continue to apply despite the Crown no longer being the licensor after the settlement date and for:
- (a) a notification to this effect to be recorded against the computer freehold registers for the settlement licensed land; and
 - (b) this notification to be removed (on application by the registered proprietor) on the expiry of each Crown forestry licence and in respect of the relevant computer freehold registers.

Rights arising out of subdivided licence

- 7.25 The Crown shall carry out and complete the processes set out in clause 17.4 of a Crown forestry licence affecting the settlement licensed land as soon as practicable and shall take reasonable steps to ensure that the processes are completed by the Settlement Date. However, Ngāti Apa (North Island) acknowledge that the Crown is only able to carry out the processes before the settlement date to the extent that the licensee voluntarily takes part in them.
- 7.26 Ngāti Apa (North Island) acknowledge that:
- 7.26.1 the process referred to in clause 7.25 may not be completed by the settlement date and that the settlement licensed land will be subject to, and have the benefit of, matters arising out of the process; and
- 7.26.2 the governance entity shall execute all documents and do all other things required of it as owner of the settlement licensed land to give effect to the matters agreed or determined under that process.

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RIGHT OF DEFERRED SELECTION

Notification of interest

- 7.27 The governance entity may at any time during the 6 month period that commences on the settlement date give notice to the relevant land holding agency that it is interested in purchasing a deferred selection property.

Valuation and election to purchase

- 7.28 If the governance entity gives notice in accordance with clause 7.27 that it is interested in purchasing a deferred selection property:

7.28.1 the transfer value of the deferred selection property must be determined or agreed in accordance with the valuation process; and

7.28.2 the governance entity must notify the land holding agency whether or not it elects to purchase the deferred selection property within 15 business days of all the transfer values for the deferred selection properties included in the relevant notice given under clause 7.27 being determined or agreed in accordance with the valuation process.

- 7.29 The governance entity and the Crown must use reasonable endeavours:

7.29.1 to ensure the valuation process operates in the manner, and within the timeframes, specified in parts 19-21 of the schedule; and

7.29.2 if the valuation process is delayed, to minimise the delay.

Agreement for sale and purchase

- 7.30 If the governance entity gives notice in accordance with clause 7.28.2 that it elects to purchase a deferred selection property the governance entity and the Crown shall be deemed to have entered into an agreement for the sale and purchase of the deferred selection property:

7.30.1 at the transfer value determined or agreed in accordance with the valuation process; and

7.30.2 on the terms set out in part 22 of the schedule.

Termination of obligations

- 7.31 All obligations of the Crown to the governance entity under this deed in relation to a deferred selection property immediately cease if:

7.31.1 the governance entity does not give notice in accordance with clause 7.27 that it is interested in purchasing that deferred selection property;

Handwritten initials and a mark resembling a stylized 'S' or '5'.

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- 7.31.2 after giving notice in accordance with clause 7.27 that it is interested in purchasing the deferred selection property, the governance entity:
- (a) does not notify the land holding agency in accordance with clause 7.28.2 whether or not it elects to purchase the deferred selection property; or
 - (b) notifies the land holding agency under clause 7.28.2 that it does not elect to purchase the deferred selection property; and
- 7.31.3 at any time before an agreement for sale and purchase of that deferred selection property is constituted under clause 7.30, the governance entity notifies the land holding agency that it is not interested in purchasing the deferred selection property.

Time limits

- 7.32 Time is of the essence for the time limits imposed on the Crown and the governance entity under clauses 7.27-7.31 and parts 19-21 of the schedule.

Leasing back the Leaseback Properties

- 7.33 if the governance entity elects to purchase a leaseback property, the governance entity must lease to the land holding agency the leaseback property after its transfer to the governance entity.
- 7.34 The governance entity and the land holding agency must, by or on the actual selection settlement date, sign a memorandum of lease substantially in the form set out in part 23 of the schedule for each leaseback property at the commencement rent and providing that the commencement date for that lease is the actual deferred selection settlement date.

Unlicensed Crown forest land

- 7.35 The settlement legislation will provide if the governance entity elects to purchase the unlicensed Crown forest land:
- 7.35.1 in this clause "**Crown forestry assets**" has the same meaning as in section 2(1) of the Crown Forest Assets Act 1989 ;
 - 7.35.2 on the actual deferred selection settlement date the unlicensed Crown forest land ceases to be Crown forest land and any Crown forestry assets associated with that land cease to be Crown forestry assets; and
 - 7.35.3 clause 7.35.2 lapses if the agreement in respect of the unlicensed Crown forest land constituted under clause 7.30 is cancelled under paragraph 11 of part 22 of the schedule.

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Iwi participation

- 7.36 In the event that the governance entity exercises its right of deferred selection over the Wanganui Prison, the governance entity and the Crown will inform the Southern Whanganui Cluster/Tupoho Working Party on behalf of Whanganui Iwi. The Southern Whanganui Cluster/Tupoho Working Party on behalf of Whanganui Iwi shall have the right to participate in the purchase of a half share of the property. No such purchase will affect the lease in respect of Whanganui Prison granted by the governance entity to the Department of Corrections in accordance with clause 7.34. To avoid doubt, nothing in this clause affects the rights or obligations of the Crown under this part 7. The governance entity will enter into a separate agreement with the Southern Whanganui Cluster/Tupoho Working Party on behalf of the Whanganui Iwi for any joint venture.

Definitions

- 7.37 Unless the context otherwise requires, the definitions in part 19 of the schedule apply in:
- 7.37.1 clauses 7.27-7.35; and
- 7.37.2 parts 20-22 of the schedule.

ACCESS TO WAHI TAPU SITES

Acknowledgements

- 7.38 The Crown and Ngāti Apa (North Island) acknowledge that Māori other than Ngāti Apa (North Island) may also have associations with the settlement licensed land and the unlicensed Crown forest land, and clause 7.39 gives effect to that acknowledgement.

Settlement legislation

- 7.39 The settlement legislation will provide that:

- 7.39.1 for the purposes of this clause 7.39

"protected site" means any area of land situated in the settlement licensed land or the unlicensed Crown forest land that:

- (i) becomes a registered place within the meaning of the Historic Places Act 1993; and
- (ii) is wahi tapu or a wahi tapu area within the meaning of that Act;
- 7.39.2 the owner of the land on which a protected site is situated and any person holding an interest in, or right of occupancy to, that land must allow access across the land to each protected site to Māori for whom the protected site is of special spiritual, cultural or historical significance;

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- 7.39.3 the right of access may be exercised by vehicles or by foot over any reasonably convenient routes specified by the owner;
- 7.39.4 the right of access is subject to the following conditions:
- (a) a person intending to exercise the right of access must give the owner reasonable notice of his or her intention to exercise that right;
 - (b) the right of access may be exercised only at reasonable times and during daylight hours; and
 - (c) a person exercising the right of access must observe any reasonable conditions imposed by the owner relating to the time, location or manner of access as are reasonably required for the safety of people, or for the protection of land, improvements, flora and fauna, plant and equipment or livestock, or for operational reasons;
- 7.39.5 the right of access is subject to and does not override the terms of any Crown forestry licence, except where the licensee has agreed to an exercise of the right of access;
- 7.39.6 an amendment to a Crown forestry licence will be of no effect to the extent that it purports to:
- (a) delay the date from which a person who has a right of access may exercise that right; or
 - (b) otherwise adversely affect the right of access;
- 7.39.7 the Registrar-General must, in accordance with a written application by an authorised person, make a notation on the computer freehold registers for the settlement licensed land that the land is subject to clause 7.39;
- 7.39.8 an application under clause 7.39.7 must be made as soon as is reasonably practicable after:
- (a) the settlement date, in the case of settlement licensed land; or
 - (b) the actual deferred selection settlement date, in the case of the unlicensed Crown forest land;
- 7.39.9 if a computer freehold register has not been created by the settlement date or the actual deferred selection settlement date, as the case may be, an application must be made as soon as is reasonably practicable after the register has been created;
- 7.39.10 in clause 7.39.7, **authorised person** means:
- (a) a person authorised by the Director-General of the **Ministry of Agriculture and Forestry**, for the unlicensed Crown forest land; and

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7: FINANCIAL AND COMMERCIAL REDRESS

- (b) a person authorised by the chief executive of LINZ, for the settlement licensed land; and

7.39.11 clauses 7.39.1-7.39.10 do not apply to the unlicensed Crown forest land if:

- (a) the governance entity does not elect to acquire the property under clause 7.28.2; or
- (b) the agreement constituted by clause 7.30 is cancelled.

SETTLEMENT LEGISLATION FOR COMMERCIAL REDRESS PROPERTIES

7.40 The settlement legislation must:

7.40.1 authorise the Crown to do the following:

- (a) transfer the fee simple estate in a commercial redress property to the governance entity; and
- (b) sign a transfer instrument or other document (including a settlement document), or do any other thing, to effect a settlement transfer;

7.40.2 provide that, subject to clause 7.40.4(b), in exercising the powers under clause 7.40.1, the Crown is not required to comply with any other enactment that would regulate or apply to a settlement transfer;

7.40.3 provide that:

- (a) to the extent that a deferred selection property is not all of the land contained in a computer freehold register, or the computer freehold register for all or part of that property is limited as to parcels or there is no computer freehold register for all or part of the property, then the Registrar-General must, in accordance with a written application by an authorised person, and after completion of any necessary survey, create one computer freehold register for the property in the name of the Crown subject to, and together with, any relevant encumbrances that are registered, notified or notifiable and are described in that written application;
- (b) the Registrar-General of Land must, on written application by an authorised person, and after completion of any necessary survey create one computer freehold register in the name of the Crown for all the land to be transferred to the governance entity under part 7 that is subject to a single Crown forestry licence, subject to, and together with, any relevant encumbrances that are registered, notified or notifiable and are described in that written application;
- (c) a computer freehold register created in accordance with clause 7.40.3(a) or clause 7.40.3(b) must be created in the name of the Crown without any statement of purpose;

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- (d) the authorised person may grant a covenant to arrange for the later creation of a computer freehold register or registers for a commercial redress property that is to be transferred to the governance entity; and
- (e) despite the Land Transfer Act 1952:
 - (i) the authorised person may request the Registrar-General to register a covenant referred to in clause 7.40.3(d) under that Act by creating a computer interest register; and
 - (ii) the Registrar-General must register the covenant in accordance with clause 7.40.3(e)(i); and

7.40.4 provide that:

- (a) section 11 and Part 10 of the Resource Management Act 1991 do not apply to:
 - (i) a settlement transfer; or
 - (ii) a matter incidental to, or required for the purpose of, a settlement transfer;
- (b) a settlement transfer:
 - (i) does not:
 - (I) limit sections 10 or 11 of the Crown Minerals Act 1991; or
 - (II) affect other rights to sub-surface minerals;
 - (ii) is a disposition for the purposes of Part 4A of the Conservation Act 1987, but that sections 24(2A), 24A and 24AA of that Act do not apply to the disposition; and
- (c) 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 that may be required to fulfil the terms of this deed in relation to a settlement transfer.

RIGHT OF FIRST REFUSAL

The Crown to provide an RFR deed

- 7.41 The Crown must, by or on the settlement date, provide the governance entity with two copies of a deed on the terms and conditions set out in part 24 of the schedule signed by the Crown.



NGĀTI APA (NORTH ISLAND) DEED OF SETTLEMENT

7: FINANCIAL AND COMMERCIAL REDRESS

Signing and return of RFR deed by governance entity

7.42 The governance entity must:

7.42.1 sign both copies of the RFR deed; and

7.42.2 return one signed copy to the Crown by no later than 10 business days after the settlement date.

Terms of RFR deed

7.43 The RFR deed will:

7.43.1 relate to the RFR properties;

7.43.2 be in force for a period of 50 years from the settlement date; and

7.43.3 have effect from the settlement date as if it had been validly signed by both the Crown and the governance entity on that date.

Iwi participation

7.44 In the event that the governance entity exercises the right of first refusal in respect of the RNZAF Base Ohakea pursuant to the RFR deed, the governance entity shall invite other iwi in the Rangitikei region, who can demonstrate an interest in the RNZAF Base Ohakea, to participate in the purchase of the property. The governance entity will enter into a separate agreement with the relevant iwi for any joint venture.

NZUs

7.45 The Crown and the Ngāti Apa (North Island) acknowledge that as a consequence of the transfer of the settlement licensed land there will be an allocation, and issue by the Crown, of NZUs to the governance entity in respect of the settlement licensed land on the basis that the settlement licensed land is pre-1990 forest land.

7.46 This allocation and issue of NZUs to the governance entity is to be:

7.46.1 made to the governance entity as if it were the owner of the settlement licensed land for the purposes of section 71(2)(c)(i)(B) of the Climate Change Response Act 2002;

7.46.2 free of charge; and

7.46.3 at the rate per hectare specified in section 71 of the Climate Change Response Act 2002.

7.47 It is acknowledged by the parties that, although the NZUs are to be provided under this deed the NZUs:

7: FINANCIAL AND COMMERCIAL REDRESS

- 7.47.1 do not form part of the redress; and
- 7.47.2 are being provided as a consequence of the transfer of the settlement licensed land (similar to the entitlement to Rental Proceeds).

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8: ADDITIONAL SETTLEMENT MATTERS

8 ADDITIONAL SETTLEMENT MATTERS

PAYMENT OF INTEREST

- 8.1 The Crown will pay interest on the financial and commercial redress from (and including) the date of the agreement in principle, being 12 July 2007, until (but excluding) the settlement date.
- 8.2 Interest under clause 8.1 will be:
- 8.2.1 payable at the official cash rate expressed as a percentage per annum; and
 - 8.2.2 calculated on a daily basis but not compound; and
 - 8.2.3 paid to the governance entity on the settlement date; but
 - 8.2.4 subject to any tax payable; and
 - 8.2.5 paid after withholding any tax that legislation requires be withheld.
- 8.3 In clause 8.2, "official cash rate" means the interest rate set as the official cash rate by the Reserve Bank of New Zealand from time to time.

TAX

- 8.4 Part 26 of the schedule sets out:
- 8.4.1 provisions concerning the taxation of the provision of redress under this Deed; and
 - 8.4.2 in particular, the terms and conditions of the indemnities given by the Crown to the governance entity in relation to taxation of the provision of redress under this Deed.

EXCLUSION OF THE RULE AGAINST PERPETUITIES

- 8.5 The settlement legislation will provide that:

No application to a settlement document

- 8.5.1 neither the rule against perpetuities, nor any provisions of the Perpetuities Act 1964, 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

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NGĀTI APA (NORTH ISLAND) DEED OF SETTLEMENT

8: ADDITIONAL SETTLEMENT MATTERS

No application to the governance entity if a non-charitable trust

- 8.5.2 if the trustees for the time being (the "trustees") of a trust (the "trust") are, in their capacity as trustees of the trust, the governance entity:
- (a) neither the rule against perpetuities, nor any provisions of the Perpetuities Act 1964, prescribe or restrict the period during which:
 - (i) the trust may exist in law; or
 - (ii) the trustees, in their capacity as trustees of the trust, may hold or deal with property (including income derived from property);
 - (b) however, if the trust is, or becomes, a trust for charitable purposes (including if the trustees are or become incorporated as a board under the Charitable Trusts Act 1957):
 - (i) clause 8.5.2(a) does not apply; and
 - (ii) any application of the rule against perpetuities or any provision of the Perpetuities Act 1964 to the trust, and the trustees in their capacity as trustees of the trust, must be determined under the general law.

SETTLEMENT LEGISLATION TO IMPLEMENT THE SETTLEMENT

- 8.6 The settlement legislation will provide that:

Jurisdiction of courts and judicial bodies excluded

- 8.6.1 despite any enactment or rule of law, on and from the settlement date, no court, tribunal, or other judicial body has jurisdiction (including the jurisdiction to inquire into, or further inquire into, or to make a finding or recommendation) in respect of:
- (a) any or all of the historical claims; or
 - (b) this deed; or
 - (c) the redress; or
 - (d) the settlement legislation;
- 8.6.2 clause 8.6.1 does not exclude any jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed or the settlement legislation; and

8: ADDITIONAL SETTLEMENT MATTERS

Jurisdiction of Waitangi Tribunal excluded

8.6.3 the Treaty of Waitangi Act 1975 is amended (by inserting the name of the settlement legislation in Schedule 3 of that Act in its appropriate alphabetical order) to provide that:

- (a) despite anything in the Treaty of Waitangi Act 1975 or in any other enactment or rule of law, on and from the settlement date, the Waitangi Tribunal does not have jurisdiction (including the jurisdiction to inquire into, or further inquire into, or to make a finding or recommendation) in respect of:
 - (i) any or all of the historical claims; or
 - (ii) this deed; or
 - (iii) the redress provided to the governance entity; or
 - (iv) the settlement legislation; and
- (b) paragraph (a) of this clause does not exclude any jurisdiction of the Waitangi Tribunal in respect of the interpretation or enforcement of this deed or the settlement legislation;

Land claims protection legislation ceases to apply

8.6.4 nothing in the enactments referred to in clause 8.6.5 (the “land claims protection legislation”) applies on and from the settlement date:

- (a) to a settlement property;
- (b) to a RFR property; or
- (c) for the benefit of Ngāti Apa (North Island) or a representative entity for Ngāti Apa (North Island);

8.6.5 the enactments are:

- (a) sections 8A to 8HJ of the Treaty of Waitangi Act 1975; and
- (b) sections 27A to 27C of the State-Owned Enterprises Act 1986; and
- (c) sections 211 to 213 of the Education Act 1989; and
- (d) Part 3 of the Crown Forest Assets Act 1989; and
- (e) Part 3 of the New Zealand Railways Corporation Restructuring Act 1990;

NGĀTI APA (NORTH ISLAND) DEED OF SETTLEMENT

8: ADDITIONAL SETTLEMENT MATTERS

- 8.6.6 however, clause 8.6.4 does not apply to a deferred selection property if:
- (a) the governance entity does not elect to acquire the property under clause 7.28.2: or
 - (b) the agreement constituted by clause 7.31 is cancelled;

Removal of memorials from settlement properties

- 8.6.7 the chief executive of LINZ must issue to the Registrar-General a certificate (a "memorial certificate") that identifies, by reference to the relevant certificate of title or computer register, each allotment that is:
- (a) all, or part, of a settlement property or RFR property; and
 - (b) contained in a certificate of title or computer register that has a memorial entered under any land claims protection legislation (a "memorial");
- 8.6.8 the chief executive of LINZ must issue a memorial certificate as soon as reasonably practicable after:
- (a) the settlement date; or
 - (b) the actual deferred selection settlement date, in the case of a deferred selection property;
- 8.6.9 a memorial certificate must state the section of the settlement legislation that it is issued under; and
- 8.6.10 the Registrar-General must, as soon as is reasonably practicable after receiving a memorial certificate:
- (a) register the memorial certificate against each certificate of title or computer register identified in it; and
 - (b) cancel, in respect of each allotment identified in the memorial certificate, each memorial that, under any of the land claims protection legislation, is entered on the certificate of title or computer register against which the memorial certificate is registered.

OTHER SETTLEMENT LEGISLATION MAY REMOVE APPLICATION OF LAND CLAIMS PROTECTION LEGISLATION AND MEMORIALS

- 8.7 Ngāti Apa (North Island) agrees that the Crown may at any time propose for introduction to the House of Representatives, and neither Ngāti Apa (North Island) nor a representative entity for Ngāti Apa (North Island) will object to, legislation that:

- 8.7.1 gives effect to a settlement with another iwi or group of Māori; and

NGĀTI APA (NORTH ISLAND) DEED OF SETTLEMENT

8: ADDITIONAL SETTLEMENT MATTERS

- 8.7.2 provides that land claims protection legislation does not apply to land, or for the benefit of persons, specified by the legislation; and
- 8.7.3 removes memorials from land specified by the legislation.
- 8.8 For the avoidance of doubt, clause 8.7 applies to land, including Crown forest land, within the area of interest.

PUBLIC ACCESS TO THIS DEED OF SETTLEMENT

- 8.9 The settlement legislation will provide that the chief executive of the Ministry of Justice must, on and after the settlement date, make copies of this deed available:
- 8.9.1 for inspection free of charge, and for purchase at a reasonable price, at the head office of the Ministry of Justice in Wellington on any business day; and
- 8.9.2 free of charge, on an internet website maintained by or on behalf of the Ministry of Justice.

9: ACTIONS TO COMPLETE SETTLEMENT

9 ACTIONS REQUIRED TO COMPLETE SETTLEMENT

GOVERNANCE ENTITY TO BE ESTABLISHED AND SIGN DEED OF COVENANT

9.1 Within six months after the date of this deed:

9.1.1 Ngāti Apa (North island) must establish an entity (the “**governance entity**”) that the Crown is satisfied:

(a) is appropriate to receive the redress and, in particular, provides for appropriate:

(i) representation of, and accountability to, members of Ngāti Apa (North Island); and

(ii) decision-making, and dispute resolution processes; and

(b) has been approved by Ngāti Apa (North Island) to receive the redress, in accordance with a process agreed in writing by the Crown and the pre-governance entity agent; and

9.1.2 the governance entity must sign the deed of covenant (the “**deed of covenant**”) in the form provided in part 25 of the schedule (under which the governance entity agrees, among other matters, to comply with its obligations under this deed).

SETTLEMENT LEGISLATION TO BE INTRODUCED

9.2 The Crown must propose settlement legislation for introduction to the House of Representatives within 18 months after the later of:

9.2.1 the Crown notifying the governance entity that it is satisfied the requirements of clause 9.1.1 have been met; and

9.2.2 the governance entity signing the deed of covenant.

9.3 The settlement legislation proposed for introduction:

9.3.1 must include:

(a) a summary of the historical account in part 2;

(b) the text of the acknowledgements and apology in part 3; and

(c) all other matters required by this deed to be included in the settlement legislation;

NGĀTI APA (NORTH ISLAND) DEED OF SETTLEMENT

9: ACTIONS TO COMPLETE SETTLEMENT

- 9.3.2 may include all other matters that are necessary or desirable to ensure the settlement legislation gives full effect to this deed;
- 9.3.3 may include different wording to that provided by the corresponding provisions of this deed, in order to conform with legislative drafting styles and conventions; and
- 9.3.4 must be in a form that is satisfactory to the governance entity and the Crown.

SETTLEMENT AND OTHER LEGISLATION TO BE SUPPORTED

- 9.4 Ngāti Apa (North Island) and the governance entity must support the passage through Parliament of:
 - 9.4.1 the settlement legislation; and
 - 9.4.2 any legislation proposed by the Crown for introduction:
 - (a) under clause 9.6.2 to terminate proceedings in relation to an historical claim; or
 - (b) to clarify rights or obligations under this deed or the settlement legislation.

HISTORICAL CLAIMS TO BE DISCONTINUED

- 9.5 The governance entity must use reasonable endeavours to deliver to the Crown, by or on the settlement date, notices of discontinuance:
 - 9.5.1 of every proceeding in relation to an historical claim that has not been discontinued; and
 - 9.5.2 signed by the applicant or plaintiff to those proceedings (or duly completed by the solicitor for the applicant or plaintiff).
- 9.6 If the governance entity does not deliver to the Crown, by or on the settlement date, all notices of discontinuance required by clause 9.5:
 - 9.6.1 the governance entity must continue to use reasonable endeavours to deliver them to the Crown; and
 - 9.6.2 the Crown may propose for introduction to the House of Representatives legislation to terminate the proceedings.

WAITANGI TRIBUNAL TO BE ADVISED

- 9.7 The Crown will, on or after the settlement date:
 - 9.7.1 advise the Waitangi Tribunal of the settlement; and



NGĀTI APA (NORTH ISLAND) DEED OF SETTLEMENT

9: ACTIONS TO COMPLETE SETTLEMENT

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

RELEVANT LAND BANK ARRANGEMENTS TO BE TERMINATED

9.8 The Crown may, on and after the settlement date, cease to operate a land bank arrangement in relation to Ngāti Apa (North Island) (or a representative entity for Ngāti Apa (North Island)) except to the extent necessary to give effect to this deed.

10: CONDITIONS AND TERMINATION

10 CONDITIONS AND TERMINATION

THIS DEED AND THE SETTLEMENT ARE CONDITIONAL

- 10.1 This deed, and the settlement, are conditional on:
- 10.1.1 Ngāti Apa (North Island) establishing a governance entity; and
 - 10.1.2 the Crown being satisfied that the requirements of clause 9.1.1 in relation to the governance entity have been met; and
 - 10.1.3 the governance entity signing the deed of covenant; and
 - 10.1.4 the settlement legislation coming into force.

THIS DEED WITHOUT PREJUDICE UNTIL UNCONDITIONAL

- 10.2 This deed, until it becomes unconditional:
- 10.2.1 is entered into on a "without prejudice" basis; and
 - 10.2.2 in particular, may not be used as evidence in any proceedings before, or presented to, a court, tribunal (including the Waitangi Tribunal), or other judicial body.
- 10.3 Clause 10.2 does not exclude any jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed.

SOME PROVISIONS NOT CONDITIONAL

- 10.4 Despite clause 10.1, clauses 9.1-9.4 and parts 10, 11, and 12 are binding from the date of this deed.

TERMINATION OF THIS DEED

- 10.5 The Crown may terminate this deed, by notice to the pre-governance entity agent if, within six months after the date of this deed:
- 10.5.1 Ngāti Apa (North Island) has not established the governance entity; or
 - 10.5.2 the Crown has not been satisfied that the requirements of clause 9.1.1 in relation to the governance entity have been met; or
 - 10.5.3 the governance entity has not signed the deed of covenant.

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10: CONDITIONS AND TERMINATION

10.6 The Crown or the governance entity may terminate this deed, by notice to the other, if the settlement legislation has not come into force within 30 months after the date of this deed.

10.7 If this deed is terminated:

10.7.1 it, and the settlement, will be at an end; and

10.7.2 no person will have any rights or obligations under it, except that the rights and obligations under clause 10.2 continue.

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11: MISCELLANEOUS

11 MISCELLANEOUS

APPOINTMENT OF PRE-GOVERNANCE ENTITY AGENT

- 11.1 Ngāti Apa (North Island) appoints the pre-governance entity agent to:
- 11.1.1 agree with the Crown processes for Ngāti Apa (North Island):
 - (a) establishing, as a governance entity, an entity that the Crown is satisfied meets the requirements of clause 9.1.1(a); and
 - (b) approving the governance entity to receive the redress; and
 - 11.1.2 on behalf of Ngāti Apa (North Island), take any action under or in relation to this deed, including:
 - (a) giving or receiving a notice or other communication; or
 - (b) exercising a right or power; or
 - (c) waiving a provision; or
 - (d) agreeing to an amendment.
 - 11.2 When the Crown is satisfied that the requirements of clause 9.1.1 in relation to the governance entity have been met, and the governance entity has signed the deed of covenant:
 - 11.2.1 the appointment of the pre-governance entity agent under clause 11.1 terminates; and
 - 11.2.2 the governance entity may, on behalf of Ngāti Apa (North Island), take any action referred to in clause 11.1.2.

NOTICES

- 11.3 Unless otherwise provided in this deed or a settlement document the provisions of clause 11.4 apply to notices under this deed or a settlement document to or by:
- 11.3.1 Ngāti Apa (North Island); or
 - 11.3.2 the pre-governance entity agent; or
 - 11.3.3 the governance entity; or
 - 11.3.4 the Crown.

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11: MISCELLANEOUS

11.4 The following provisions apply to notices referred to in clause 11.3:

Notices to be signed

11.4.1 the person giving the notice must sign it (but, where the trustees for the time being of a trust are the governance entity, a minimum of two of those trustees must sign it); and

Notices to be in writing

11.4.2 the notice must be in writing addressed to the recipient at its address or facsimile number; and

Addresses and facsimile numbers of Ngāti Apa (North Island), pre-governance entity agent, governance entity, and the Crown

11.4.3 the address and facsimile number of Ngāti Apa (North Island), the pre-governance entity, the governance entity, and the Crown are as provided in part 1 of the schedule; and

Change of address or facsimile number

11.4.4 the address or facsimile of Ngāti Apa (North Island), the pre-governance entity agent, or the governance entity may be changed by notice to the Crown by:

- (a) the pre-governance entity agent, until its appointment terminates under clause 11.2.1; or
- (b) the governance entity, after the appointment of the pre-governance entity agent terminates; and

11.4.5 the address or facsimile number of the Crown may be changed by notice by the Crown to:

- (a) the pre-governance entity agent, until its appointment terminates under clause 11.2.1; or
- (b) the governance entity, after the appointment of the pre-governance entity agent terminates; and

Delivery

11.4.6 delivery of a notice may be made:

- (a) by hand to the recipient's address; or
- (b) by posting an envelope with pre-paid postage addressed to the recipient's address; or

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11: MISCELLANEOUS

- (c) by facsimile to the facsimile number of the recipient; and

Timing of delivery

11.4.7 a notice delivered:

- (a) by hand will be treated as having been received at the time of delivery; or
- (b) by pre-paid post will be treated as having been received on the second day after posting; or
- (c) by facsimile will be treated as having been received on the day of transmission; and

Deemed date of delivery

11.4.8 if a notice is treated as having been received on a day that is not a business day, or after 5pm on a business day, that notice is (despite clause 11.4.7) to be treated as having been received the next business day.

AMENDMENT

11.5 This deed may be amended only by a written amendment signed by:

11.5.1 the Crown; and

11.5.2 the pre-governance entity agent, until its appointment terminates under clause 11.2.1; or

11.5.3 the governance entity, after the appointment of the pre-governance entity agent terminates under clause 11.2.1.

ENTIRE AGREEMENT

11.6 This deed:

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

11.6.2 supersedes all earlier negotiations, representations, warranties, understandings and agreements in relation to the matters in it including the terms of negotiation and the agreement in principle; but

11.6.3 does not supersede the Treaty of Waitangi.

NO WAIVER OR ASSIGNMENT

11.7 Except as provided in this deed or a settlement document:



11: MISCELLANEOUS

- 11.7.1 a failure, delay, or indulgence in exercising a right or power under this deed, or a settlement document, does not operate as a waiver of that right or power; and
- 11.7.2 a single, or partial, exercise of a right or power under this deed, or a settlement document, does not preclude:
- (a) a further exercise of that right or power; or
 - (b) the exercise of another right or power; and
- 11.7.3 a person may not transfer or assign a right or obligation under this deed or a settlement document.

12: DEFINITIONS AND INTERPRETATION

12 DEFINITIONS AND INTERPRETATION

NGĀTI APA (NORTH ISLAND) AND RELATED TERMS

12.1 In this deed **Ngāti Apa (North Island)**:

12.1.1 means:

- (a) the collective group composed of:
 - (i) individuals descended from one or more Ngāti Apa (North island) ancestors; and
 - (ii) individuals who are members of a group referred to in clause 12.1.2(a); and
- (b) the individuals referred to in clause 12.1.1(a); and

12.1.2 includes the following groups:

- (a) the groups referred to in part 2 of the schedule; and
- (b) any whānau, hapū or other group composed of individuals referred to in clause 12.1.1(a).

12.2 In this deed **Ngāti Apa (North Island) ancestor** means an individual who:

12.2.1 exercised customary rights by virtue of being descended from:

- (a) any of the individuals referred to in part 3 of the schedule; or
- (b) a recognised ancestor of a group referred to in clause 12.1.2(a); and

12.2.2 exercised the customary rights predominantly in relation to the area of interest at any time after 6 February 1840.

12.3 For the purposes of clauses 12.1 and 12.2:

12.3.1 a person is **descended** from another person if descended from the other person by any one or more of the following:

- (a) birth;
- (b) legal adoption;

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NGĀTI APA (NORTH ISLAND) DEED OF SETTLEMENT

12: DEFINITIONS AND INTERPRETATION

- (c) Māori customary adoption in accordance with Ngāti Apa (North Island) tikanga; and

12.3.2 **customary rights** means rights according to tikanga Māori (Māori customary law, values, and practices) including rights:

- (a) to occupy land; and
- (b) in relation to the use of land or other natural or physical resources.

HISTORICAL CLAIMS

12.4 In this deed historical claims:

12.4.1 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 Ngāti Apa (North Island) (or a representative entity for Ngāti Apa (North Island)) 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 in relation to aboriginal title or customary law); or
 - (iv) from a 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

12.4.2 includes every claim to the Waitangi Tribunal to which clause 12.4.1 applies and that relates exclusively to Ngāti Apa (North Island) (or a representative entity for Ngāti Apa (North Island)) including:

- (a) Wai 265; and
- (b) Wai 655; but

12.4.3 does not include:

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NGĀTI APA (NORTH ISLAND) DEED OF SETTLEMENT

12: DEFINITIONS AND INTERPRETATION

- (a) a claim that a member of Ngāti Apa (North Island), or a whānau, hapū or group referred to in clause 12.1.2, may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not a Ngāti Apa (North Island) ancestor; or
- (b) a claim that a member of Ngāti Apa (North Island), or a whānau, hapū or group referred to in clause 12.1.2, may have to the South Island; or
- (c) a claim that a representative entity for Ngāti Apa (North Island) may have to the extent that claim is, or is based on, a claim referred to in clause 12.4.3(a) or 12.4.3.(b).

12.5 Clause 12.4.1 is not limited by clause 12.4.2.

OTHER DEFINED TERMS

12.6 In this Deed:

actual deferred selection settlement date means, in respect of a deferred selection property, the date on which settlement of the deferred selection property under paragraph 11 of part 22 of the schedule takes place;

agreement in principle has the meaning given to it in clause 1.2.1(b);

archaeological site has the meaning given to it in clause 5.12.5;

area of interest means the area that Ngāti Apa (North Island) identifies as its area of interest, as set out in part 27 of the schedule;

authorised person in relation to:

- (a) a cultural redress property, means a person authorised by:
 - (i) the Secretary for Justice, in the case of:
 - (I) the Lake Hickson site;
 - (II) the Lake William site;
 - (III) the AgResearch Lands;
 - (IV) Parewanui School;
 - (V) Kauangaroa School; or
 - (ii) the chief executive of LINZ, in the case of:
 - (I) the Part of the Santoft Forest;

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12: DEFINITIONS AND INTERPRETATION

(II) the Part of the Lismore Sand Forest;

(III) the Ruatangata site; or

(iii) the Director-General in all other cases; and

(b) a commercial redress property, means a person authorised by the chief executive of the land holding agency;

business day means the period from 9am to 5pm on a day other than:

(a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign's Birthday, and Labour Day; or

(b) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; or

(c) the day observed as the anniversary of the province of Wellington;

cash settlement amount means the amount referred to it in clause 7.1.3;

commercial redress property means the settlement licensed land or a deferred selection property;

consent authority:

(a) has the meaning given to it in section 2(1) of the Resource Management Act 1991; but

(b) does not include the Minister of Conservation;

conservation document means:

(a) a national park management plan (being a management plan as defined in section 2 of the National Parks Act 1980); or

(b) a conservation management strategy (as defined in section 2(1) of the Conservation Act 1987); or

(c) a conservation management plan (as defined in section 2(1) of the Conservation Act 1987);

conservation legislation means the Conservation Act 1987 and the enactments listed under Schedule 1 to that Act;

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

Crown entity has the meaning given to it in section 7(1) of the Crown Entities Act 2004;

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12: DEFINITIONS AND INTERPRETATION

Crown forest land has the meaning given to it in section 2(1) of the Crown Forest Assets Act 1989;

Crown forestry assets has the meaning given to it in clause 7.35.1;

Crown forestry licence has the meaning given to it in section 2 of the Crown Forest Assets Act 1989 and, in relation to the settlement licensed land, means the licence described in the third and fourth columns of the table in part 14 of the schedule;

Crown Forestry Rental Trust means the forestry rental trust referred to in section 34 of the Crown Forest Assets Act 1989;

cultural redress means the redress to be provided under parts 5 and 6 and the settlement legislation giving effect to those parts (and, for the avoidance of doubt, such redress does not include the amounts referred to in clauses 6.1.46 and 6.14);

cultural redress property means each site described in table 1 and table 2 in part 10 of the schedule;

customary rights has the meaning given to it in clause 12.3.2;

date of this deed means the date this deed is signed by Ngāti Apa (North Island) and the Crown;

deed and deed of settlement means this deed of settlement, including:

- (a) the schedule, and any attachments, to this deed; and
- (b) any amendments to the deed, its schedule and any attachments;

deed of covenant has the meaning given to it in clause 9.1.2;

deed of recognition means a deed of recognition entered into by the Minister of Conservation under clause 5.14;

deferred selection property means a property described in part 18 of the schedule;

deferred selection settlement date means, in respect of a deferred selection property, the date that is 30 business days after the date on which the governance entity gives notice in accordance with clause 7.28.2 that it elects to purchase the deferred selection property;

descended has the meaning given to it in clause 12.3.1;

Director-General has the meaning given to it in section 2(1) of the Conservation Act 1987;

disclosure information means the information provided by, or on behalf of, the Crown to Ngāti Apa (North Island), in relation to:

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12: DEFINITIONS AND INTERPRETATION

- (a) a cultural redress property by various means, including by email, ordinary mail and personal delivery at negotiation meetings; or
- (b) the settlement licensed land by various means, including by email, ordinary mail and personal delivery at negotiation meetings; or
- (c) a deferred selection property, under parts 19-21 of the schedule;

DOC protocol means the protocol issued by the Minister of Conservation under clause 5.7.1 (as that protocol may be amended under clause 5.7.3);

DOC protocol area means the area of interest together with the adjacent coastal waters to the extent described in the DOC protocol;

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

eligible member of Ngāti Apa (North Island) means a member of Ngāti Apa (North Island) who on 30 September 2008 is:

- (a) aged 18 years or over; and
- (b) registered on the register of members of Ngāti Apa (North Island) kept by *Te Rūnanga o Ngāti Apa Society incorporated* for the purpose of voting on the ratification of this deed;

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

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

financial and commercial redress means:

- (a) the interim settlement amount;
- (b) the cash settlement amount;
- (c) the settlement licensed land;
- (d) the right to purchase a deferred selection property (but not any deferred selection property); and
- (e) the right of first refusal to purchase an RFR property (but not any RFR property);

fisheries protocol means the protocol issued by the Minister of Fisheries under clause 5.7.1 (as that protocol may be amended under clause 5.7.3);

fisheries protocol area means the area of interest, together with the adjacent waters;

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NGĀTI APA (NORTH ISLAND) DEED OF SETTLEMENT

12: DEFINITIONS AND INTERPRETATION

governance entity has the meaning given to it in clause 9.1 and, if the trustees for the time being of a trust not incorporated under the Charitable Trusts Act 1957 are, in their capacity as trustees of the trust, the governance entity, references in this deed to the governance entity are to the trustees for the time being of that trust;

GST:

- (a) means goods and services tax chargeable under the Goods and Services Tax Act 1985; and
- (b) includes, for the purposes of part 26 of the schedule, any interest or penalty payable in respect of, or on account of, the late or non-payment of, GST;

historical claims has the meaning given to it in clauses 12.4 and 12.5;

independently valued asset means a deferred selection property in respect of which "Independent" is written opposite that property in the sixth column of the table in part 18 of the schedule;

jointly valued asset means a deferred selection property in respect of which "Joint" is written opposite that property in the sixth column of the table in part 18 of the schedule;

Lake Ngaruru site covenant has the meaning given to it in clause 6.1.24;

land claims protection legislation has the meaning given to it in clause 8.6.4;

land holding agency means, in relation to:

- (a) the settlement licensed land, LINZ; or
- (b) a deferred selection property, the department specified opposite that property in the fourth column in the table in part 18 of the schedule;

leaseback property means a deferred selection property in respect of which "Yes" is written opposite that property in the fourth column of the table in part 18 of the schedule;

licence fee review means a review under clause 4 of the Crown forestry licence that has not been concluded by the settlement date;

licensee means the registered holder for the time being of the Crown forestry licence;

licensor means the licensor for the time being of the Crown forestry licence;

LINZ means Land Information New Zealand;

local authority has the meaning given to it in section 5(1) of the Local Government Act 2002;

12: DEFINITIONS AND INTERPRETATION

mandated signatories means the persons identified as the mandated signatories in part 1 ;

Marlon Golf Course lease means the existing lease affecting the Marlon Golf Course (B 193460.1) dated 10 September 1991 between the Marlon Golf Club Incorporated and Her Majesty the Queen as varied by an unregistered variation dated 11 September 2003;

member of Ngāti Apa (North Island) means an individual referred to in clause 12.1.1(a);

memorial has the meaning given to it in clause 8.6.7;

memorial certificate has the meaning given to it in clause 8.6.7;

Minister means a Minister of the Crown;

new official geographic name has the meaning given to it in clause 5.22.1;

new owners has the meaning given to it in clause 6.11.21;

New Zealand Geographic Board has the meaning given to it in clause 5.22.1;

New Zealand Historic Places Trust means the New Zealand Historic Places Trust (Pouhōe Taonga) continued under section 38 of the Historic Places Act 1993;

Ngāti Apa (North Island) has the meaning given to it in clause 12.1;

Ngāti Apa (North Island) ancestor has the meaning given to it in clause 12.2;

notice means a notice in writing given under clauses 11.3 and 11.4 and **notify** has a corresponding meaning;

NZUs means New Zealand units (as defined in section 4(1) of the Climate Change Response Act 2002) to be allocated and issued by the Crown to the governance entity pursuant to clauses 7.45-7.47;

official cash rate has the meaning given to it in clause 8.3;

Papakāinga properties means the cultural redress properties described in table 1 in part 10 of the schedule;

party means:

(a) Ngāti Apa (North Island); and

(b) the Crown; and

12: DEFINITIONS AND INTERPRETATION

- (c) the governance entity, from the date the date the Crown notifies it that the requirements of clause 9.1.1 in relation to it have been met, and it has signed the deed of covenant;

pre-1990 forest land has the same meaning as in section 4(1) of the Climate Change Response Act 2002;

pre-governance entity agent means the person or persons referred to as such in part 1 of the schedule;

protocol means a protocol issued under clause 5.7.1 (as that protocol may be amended under clause 5.7.3);

public foreshore and seabed has the meaning given to it in section 5 of the Foreshore and Seabed Act 2004;

public right of way easement has the meaning given to it in clause 7.22;

Pukepuke Lagoon House easement has the meaning given to it in clause 6.1.8;

redress means the following redress to be provided under this deed or the settlement legislation:

- (a) the acknowledgements and the apology given by the Crown under part 3;
- (b) the cultural redress; and
- (c) the financial and commercial redress;

redress value means, in relation to the settlement licensed land, the amount set out in part 14 of the schedule as the redress value for that property;

Registrar-General means the Registrar-General of Land appointed under section 4 of the Land Transfer Act 1952;

relevant consent authority, in relation to a statutory area, means a consent authority of a region or district that contains, or is adjacent to, that statutory area;

relevant encumbrance means, in relation to:

- (a) a cultural redress property, each encumbrance described in part 10 of the schedule as affecting that property; or
- (b) the deferred selection property, each encumbrance disclosed by the land holding agency to the governance entity under the process in paragraph 2 of part 20 or 21 of the schedule (as those encumbrances may be varied or added to under paragraph 2 of part 22 of the schedule); or

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12: DEFINITIONS AND INTERPRETATION

- (c) the settlement licensed land, each encumbrance described in part 14 of the schedule (as those encumbrances may be varied or added to under paragraph 1.2 of part 15 of the schedule);

representative entity for Ngāti Apa (North Island) means:

- (a) the governance entity; and
- (b) the pre-governance entity agent; and
- (c) a person (including any trustee or trustees) acting for or on behalf of:
- (i) the collective group, referred to in clause 12.1.1(a);
 - (ii) any one or more members of Ngāti Apa (North Island); or
 - (iii) any one or more of the whānau, hapū or groups of individuals referred to in clause 12.1.2;

reserve land has the meaning given to it in clause 6.11.19;

reserve site has the meaning given to it in clause 6.11.7;

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

responsible Minister means, in relation to:

- (a) the DOC protocol, the Minister of Conservation; or
- (b) the fisheries protocol, the Minister of Fisheries; or
- (c) the taonga tūturu protocol, the Minister for Arts, Culture and Heritage; or
- (d) any protocol, a Minister authorised by the Prime Minister to exercise powers and perform functions and duties in relation that protocol;

responsible Ministry means, in relation to:

- (a) the DOC protocol, the Department of Conservation; or
- (b) the fisheries protocol, the Ministry of Fisheries; or
- (c) the taonga tūturu protocol, the Ministry for Culture and Heritage; or
- (d) any protocol, a department authorised by the Prime Minister to exercise powers and perform functions and duties in relation to that protocol;

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12: DEFINITIONS AND INTERPRETATION

RFR deed has the meaning given to it in clause 7.41;

RFR properties has the meaning given to it in clause 14 of the RFR deed;

Ruatangata site easement has the meaning given to it in clause 6.1.20;

Ruatangata site lease means the existing lease affecting the Ruatangata site dated 23 February 1972 between Her Majesty the Queen and John Donald Wilkie;

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

settlement date means the date that is 20 business days after the date on which the settlement legislation comes into force;

settlement document means a document entered into by the Crown to give effect to this deed;

settlement legislation means:

- (a) the bill proposed by the Crown for introduction to the House of Representatives referred to in clauses 9.2 and 9.3; and
- (b) if the bill is passed, the resulting Act;

settlement licensed land means the land described in part 14 of the schedule, but excludes:

- (a) all trees growing, standing or, in the case of windthrow, lying on that land; and
- (b) all improvements that have been:
 - (i) acquired by a purchaser of the trees on that land; or
 - (ii) made, after that acquisition of the trees, by the purchaser or the licensee;

settlement property means every cultural redress property and commercial redress property;

settlement transfer means the transfer of a commercial redress property under part 7 of this deed;

statement of association means a statement described in clause 5.12.1(b);

statutory acknowledgement means the acknowledgement made by the Crown in the settlement legislation of the statement of association made by Ngāti Apa (North Island) in relation to a statutory area on the terms described in clause 5.12.1;

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12: DEFINITIONS AND INTERPRETATION

statutory area means an area, described in part 5 of the schedule;

statutory plan:

- (a) means a regional policy statement, a regional coastal plan, a district plan, a regional plan and a proposed plan as defined in section 2(1) of the Resource Management Act 1991; and
- (b) includes a proposed policy statement referred to in the first schedule to the Resource Management Act 1991;

taonga tūturu:

- (a) has the meaning given to it in the Protected Objects Act 1975; and
- (b) includes nga taonga tūturu (which has the meaning given to it in section 2 of that Act);

taonga tūturu protocol means the protocol issued by the Minister for Arts, Culture and Heritage under clause 5.7.1 (as that protocol may be amended under clause 5.7.3);

taonga tūturu protocol area means the area of interest, together with the adjacent coastal waters to the extent described in the taonga tūturu protocol;

tax includes income tax, GST and gift duty;

tax legislation means legislation that imposes, or provides for the administration of, tax;

Te Rūnanga means Te Rūnanga o Ngāti Apa Society Incorporated;

terms of negotiation has the meaning given to it in clause 1.2.1(a);

transfer value, in relation to a deferred selection property, means the amount determined under parts 19-21 of the schedule;

Treaty of Waitangi has the same meaning as the term "Treaty" in section 2 of the Treaty of Waitangi Act 1975;

trust has the meaning given to it in clause 8.5.2;

trustees has the meaning given to it in clause 8.5.2;

unlicensed Crown forest land means the land last described in the table in part 18 of the schedule, being the area shown on map F4 in the agreement of principle;

valuation process means:

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12: DEFINITIONS AND INTERPRETATION

- (a) in respect of an independently valued property, the process specified in part 20 of the schedule; and
- (b) in respect of a jointly valued asset, the process specified in part 21 of the schedule:

Waitangi Tribunal has the meaning given to it in section 4 of the Treaty of Waitangi Act 1975;

Waimahora Stream site covenant has the meaning given to it in clause 6.1.12;

and

waterway:

- (a) means:
 - (i) a lake, being a body of fresh water which is entirely or nearly surrounded by land;
 - (ii) a river, being a continually or intermittently flowing body of fresh water; and
 - (iii) coastal waters, including harbours;
- (b) includes a stream and modified water course; but
- (c) does not include an artificial water course (including an irrigation canal, water supply race, canal for the supply of water for electricity power generation, and farm drainage canal).

INTERPRETATION

12.7 In the interpretation of this deed, unless the context otherwise requires:

12.7.1 headings appear as a matter of convenience and do not affect the interpretation of this deed; and

12.7.2 defined terms have the meanings given to them by this deed; and

12.7.3 where a word or expression is defined in this deed, any other part of speech or grammatical form of that word or expression has a corresponding meaning; and

12.7.4 the singular includes the plural and vice versa; and

12.7.5 a word importing one gender includes the other genders; and

P. M. J.

12: DEFINITIONS AND INTERPRETATION

- 12.7.6 a reference to a clause, part, schedule, or attachment is to a clause, part, schedule, or attachment of or to this deed; and
- 12.7.7 a reference in a schedule to a paragraph means a paragraph in that schedule; and
- 12.7.8 a reference to legislation includes a reference to that legislation as amended, consolidated, or substituted; and
- 12.7.9 a reference to a party in this deed, or in any other document or agreement under this deed, includes that party's permitted successors; and
- 12.7.10 an agreement on the part of two or more persons binds each of them jointly and severally; and
- 12.7.11 a reference to a document or agreement, including this deed, includes a reference to that document or agreement as amended, novated, or replaced from time to time; and
- 12.7.12 a reference to a monetary amount is to New Zealand currency; and
- 12.7.13 a reference to written or in writing includes all modes of presenting or reproducing words, figures, and symbols in a tangible and permanently visible form; and
- 12.7.14 a reference to a person includes a corporation sole and a body of persons, whether corporate or unincorporate; and
- 12.7.15 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, except if this deed requires the Crown to introduce legislation; and
- 12.7.16 if a clause includes a preamble, that preamble is intended to set out the background to, and intention of, the clause, but is not to affect its interpretation; and
- 12.7.17 in the event of a conflict between a provision in the main body of this deed (namely, any part of this deed except the schedule or an attachment) and the schedule or an attachment, then the provision in the main body of this deed prevails; and
- 12.7.18 a reference to a document as set out in, or on the terms and conditions contained in, the schedule or any attachment includes that document with such amendments as may be agreed in writing between Ngāti Apa (North Island) and the Crown; and

12: DEFINITIONS AND INTERPRETATION

- 12.7.19 the SO plans referred to in parts 5 and 10 of the schedule (copies of which are included in part 28 of the schedule) are for the purpose of indicating the general locations of the relevant areas and are not intended to establish their precise boundaries; and
- 12.7.20 a reference to a date on or by which something must be done includes any other date that may be agreed in writing between Ngāti Apa (North Island) and the Crown; and
- 12.7.21 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
- 12.7.22 a reference to time is to New Zealand time; and
- 12.7.23 reference to a particular Minister includes any Minister who, under the authority of any warrant or with the authority of the Prime Minister, is for the time being responsible for the administration of the relevant legislation or matter; and
- 12.7.24 where the name of a reserve or other place is amended under this deed, either the existing name or new name may be used to mean that same reserve or other place.

Handwritten initials/signature

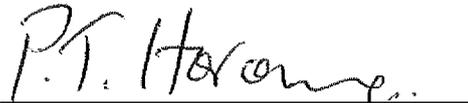
NGĀTI APA (NORTH ISLAND) DEED OF SETTLEMENT

SIGNED as a deed on 8 October 2008

SIGNED for and on behalf of THE SOVEREIGN IN RIGHT OF NEW ZEALAND by the Minister in Charge of Treaty of Waitangi Negotiations, the Minister of Maori Affairs and Associate Minister in Charge of Treaty of Waitangi Negotiations in the presence of:



Honourable Dr Michael Cullen

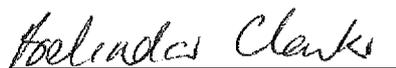


Honourable Parekura Horomia



Honourable Mita Rinui

WITNESS



Name: Belinda Clark

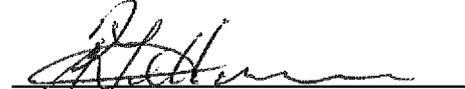
Occupation: Secretary for Justice

Address:

NGĀTI APA (NORTH ISLAND) DEED OF SETTLEMENT

SIGNED for and on behalf of NGĀTI APA
(NORTH ISLAND) by the Mandated
Signatories of Te Rūnanga o Ngāti Apa
Society Incorporated in the presence of:


Lillian Ruihi Manawaroa Te Aweawe
Kuia


Ropata Te Hina
Kaumatua


Arikihanara Māre Māre
Kaumatua


Mariana Shenton
Kuia

WITNESS



Name: Adrian Paki-Ruawhe.

Occupation: Chairperson

Address: 2997 S/H3
Rd 11
Whangāhau.

Other witnesses / people of Ngāti Apa (North Island) signed below to indicate their support for the settlement.

Christina Rurawhe-Gush (Ngati Tairāwhiti)

Lucy Rūhi Te Kōwhiri-Allen
Christina Rurawhe-Gush (Ngati Tairāwhiti)

Maria
Veronica Baker

C. Wilson

Olivia & David Tamires

Tōkō
☺

Carol Tyson Ramaka

Mary Wakefield

Kataraina Millin Kūhū

Tahuiaiarangi Apeahama
Tahuiaiarangi Apeahama
Hihira Susan Rekuwai
David Tahuiaiarangi Rekuwai

ERANA ALBERT

Soraya Peki-Yanara Ratana Pa

Hone Rangimiri Rupunga arapata albert

Petere Jalbreth Inq Jini Waitara
Aidan Grant

Terri Kingi

Kuley Kane. Ne Wabere (Masterton)
Rendai Kane. Masterton

Hayley Lynn Grant

Marilyn Archibald

Kahu Michael Ratana (Hiroki Hamona Wharau)

Renee Kiriana Kiriana

Ngarheinga Kiriana

Alpen Kiriana Kiriana
Makara Ngahoropani Kiriana Wharau Tairāwhiti
Te Atahua Hinewai Nelson.

To Mr. Williams
Oliver

Bonaya Puke-Marama Ratana Paa

Mary Wakefield Tamou

Pauline Jahau (Hiroi)

Mahekake Jahau (Hiroi)

ELIZABETH RITA-TE-KIE, NICHOLSON TAMINGI

Gloria Meeama Nicholson Hauiti

Rosemary Adams (Jones)

Genevieve Bayard (Jones/Huatau)

Debbie Miller (Dawn Game's daughter, marae Huatau)

Josianne Goodhall / Apachana / Rukusai

Li Celest

Tuvalu Sugui (Mama)

Allan Barclay

Betty Andersen (Braefiton)

Tewhaea Matthews

Sepuawaitanga Korea hehehe

Kia Kemp

Mawokapa Warem-Matakalea

Ngatuere Matakalea

AMIRIA TAPA-Beamsley

Nicaya Delomeve-Beamsley

LOUIS WINSOU HAITANA

EMILY AMIRIA CHASE

HENRY LOUIS HAITANA

RAETIHI

Te Urumanaa Gardiner

Diana & Manu

Tamarii o te whanau Kawana

Bawana

Tui-Thairi

Tyana Kumaka

Nathan Albert

[Signature]

Novamarie Plumridge

[Signature]

Randi Mitehoroji Mates

Mages [unclear] Rangitikei

C Pepukito

[Signature]

[Signature]

TOKO

Home Rangitikei Riana arapata Albert

NGĀTI APA (NORTH ISLAND) DEED OF SETTLEMENT

(
w/ H. G. P. A.

Haeranga Noa Nelson DANNEVIKKE.

Christina Rurawhe-Gush,

Josephine Horiata Lakerangi - Yemin

Mihi Rurawhe

Tiame Gush

~~W. G. P. A.~~

~~W. G. P. A.~~

C. Wilson

Tōkō
c

Rauwaka

Haemone Ngā N. Golsby DAVINEYINKE
Josephine Haniā Ekerangi - Heroin

Mimi Rauwaka

DAVID BOB RANIRI N. AHEKS

Gaylene H. Nepion

Tōkō
U

Raichana Oriana Potaka
Hunua/Mātere whanau

Eduard Kiriona

Tiarne Gush

Matariki Kapea

Rauwaka Tumanako Kōndat Kapea

Waka



Hinerangi Korewha (Whanau Rangiu)